



Regular City Council Meeting
Monday, July 7, 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

4. REPORTS

4.1. CITY MANAGER'S REPORT

ORGANIZATIONAL STRUCTURE EFFICACY PROJECT - HERRONPALMER

4.2. CITY ATTORNEY'S REPORT

5. PUBLIC HEARING

5.1. PUBLIC HEARING: CASE M-110: REQUEST BY AKSAL GROUP, LLC, FOR
CONDITIONAL APPROVAL OF AN EIGHT (8) YEAR PROPERTY TAX
BENEFIT FOR THE REHABILITATION OF A COMMERCIAL BUILDING
LOCATED AT 110 E CENTRAL AVE

RECOMMENDED ACTION

It is recommended City Council conduct a public hearing, approve the application, and authorize staff to submit the application to the State of North Dakota for conditional approval.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the June 16, 2025, Regular City Council meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

It is recommended City Council approve the following ordinances on

second reading:

- 1. Ordinance No 6095 - Annexation - Liechty Homes 7th Addition**
- 2. Ordinance No 6096 - Zoning Map Amendment - Liechty Homes 7th Addition**
- 3. Ordinance No 6097 - 2025 BA - Paratransit ADA Services**
- 4. Ordinance No 6098 - 2025 BA - K9 Ballistic Vest**
- 5. Ordinance No 6099 - 2025 BA - Airport PA System Upgrades**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Delight & Co. Diaper Pantry to conduct a raffle on June 23, 2025, at Corbett Field (1124 E Burdick Exwy).**
- 2. Kickin it with Craig Klein Benefit to conduct a raffle on June 28, 2025, at The Spot (6 2nd St SE).**
- 3. Northern Infidels Motorcycle Club to conduct a raffle on June 14, 2025, at Northern Infidels Motorcycle Clubhouse (305 4th Ave NW).**
- 4. Special Event Permit for Nola's Lounge (919 Burdick Exwy W).**
- 5. Special Event Permit for Army's 2.0 (12 3rd St SE).**
- 6. Special Event Permit for The "O"riginal Bar and Nightclub (720 N Broadway).**
- 7. Three Special Event Permits for Minot State University (500 University Ave W).**
- 8. Special Event Permit for the Blue Rider (118 1st Ave SE).**
- 9. Two Special Event Permits for Saul's (105 1st St SE Basement).**

6.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period from May 18, 2025, through June 14, 2025, in the amount of \$2,683,498.87 and the bills and transfers for June in the amount of \$9,340,208.64.

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 5, 2025, through June 30, 2026, at the following locations:

**Minot Lodge No 822 Loyal Order of the Moose
Minot Lodge No 822 Loyal Order of the Moose (400 9th St SW)**

6.6. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council approve the following Mayoral Appointment:

- **Kate Rock to replace Lindsay Ulrickson on the Library Board, with a term to expire in July 2028.**

6.7. SALT STORAGE BUILDING - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$22,708.50 for the completion of the Salt and Sand Storage building.

6.8. UPDATED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZEN PARTICIPATION PLAN

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the updated version of the Citizen Participation Plan.

6.9. NORTHWEST AREA WATER SUPPLY (NAWS) PROJECT WATER SUPPLY AND TREATMENT AGREEMENT

RECOMMENDED ACTION

It is recommended City Council approve the NAWS Supply and Treatment Agreement and authorize the Mayor to sign on behalf of the city.

6.10. APPROVE LEASE RENEWAL WITH THE MEN'S WINTER REFUGE

RECOMMENDED ACTION

It is recommended City Council approve the lease renewal between the City of Minot and Men's Winter Refuge and authorize the acting Mayor to sign.

6.11. APPROVE ANNUAL RENEWAL OF SALESFORCE SOFTWARE WITH CARASOFT TECHNOLOGY CORP.

RECOMMENDED ACTION

It is recommended City Council approve the annual renewal of Salesforce software with Carasoft Technology Corp.

6.12. DEMAND RESPONSE & PARATRANSIT CONTRACT CORRECTIONS

RECOMMENDED ACTION

- 1. It is recommended that City Council authorize staff to correct minor clerical errors in both the Paratransit and SBT Demand Response agreements;**
- 2. Update agreement verbiage for both documents as necessary for any additional clerical updates; and**
- 3. Approve the Interim Mayor and staff to sign the corrected and updated agreements once complete.**

6.13. CASE #2025-29 - HIGHLANDS AT NORTH HILL 8TH ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.14. CASE #2025-31 - SUNDRE VALLEY 2ND ADDITION, LOT 1 - MINOR PLAT

RECOMMENDED ACTION

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

6.15. CASE #2025-32 - LIECHTY HOMES 7TH ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

6.16. MOU 5 CES AND CITY OF MINOT FIRE DEPARTMENT EMS SUPPORT

RECOMMENDED ACTION

It is recommended City Council approve the MOU to work with the USAF for EMS support in bike patrol operations and authorize the Mayor to sign the agreement.

6.17. PERKETT DITCH IMPROVEMENTS - RIGHT OF ENTRY AGREEMENT WITH CP RAIL

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the right of entry agreement with CP Rail.

6.18. QUENTIN BURDICK JOB CORPS MOU

RECOMMENDED ACTION

It is recommended City Council approve the MOU to continue to assist Quentin Burdick Job Corp Center and authorize the Mayor to sign the attached agreement.

6.19. NDPERS RETIREMENT PLAN - DISPATCH ENROLLMENT IN PUBLIC SAFETY RETIREMENT PLAN

RECOMMENDED ACTION

- 1. It is recommended City Council move to notify NDPERS that the City of Minot is expanding the Public Safety Defined Benefit Retirement Plan per HB 1419 and will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective January 1, 2026; and**
- 2. Authorize the Mayor to sign the NDPERS Public Safety Retirement Employer Participation Agreement.**

6.20. NDPERS RETIREMENT PLAN - OPT-OUT OF DEFINED CONTRIBUTION RETIREMENT PLAN

RECOMMENDED ACTION

It is recommended City Council move to notify NDPERS that, per HB 1602 (2025 legislative session), the City of Minot is discontinuing participation in the NDPERS Defined Contribution (DC) Plan, effective October 1, 2025.

6.21. WIRELESS MICROPHONES FOR COUNCIL CHAMBERS BUDGET AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to purchase two wireless microphones for the Council Chambers.

7. ACTION ITEMS

7.1. PATHFINDER SERVICES OF ND (PSND) AGREEMENTS

RECOMMENDED ACTION

It is recommended City Council approve the Operations and Maintenance

Lease, Commercial Lease along with the reassignment of the commercial leases for Oishii Ramen and The Lord's Cupboard.

7.2. COLUMBARIUM SECTION BID APPROVAL AND BUDGET AMENDMENT

RECOMMENDED ACTION

- 1. It is recommended City Council approve the budget amendment on first reading;**
- 2. Approve the selection of Kyber Columbarium and Construction as the lowest bidder; and**
- 3. Authorize the Mayor and staff to update & sign applicable documentation.**

7.3. MI-8/9 ALIGNMENT CONSENT AND ACQUISITION APPROVAL

RECOMMENDED ACTION

It is recommended City Council adopt the alignment presented by the Souris River Joint Board (SRJB) and approve the acquisition of four additional properties.

7.4. PUBLIC COMMENT/PERSONAL APPEARANCES POLICY RESOLUTION

RECOMMENDED ACTION

It is recommended City Council review and consider moving approval of the attached public comment policy.

7.5. FACADE IMPROVEMENT PROGRAM CASE #FI-15, A REQUEST BY AKSAL GROUP, LLC, FOR IMPROVEMENTS TO BE MADE AT 110 E. CENTRAL AVENUE

RECOMMENDED ACTION

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

7.6. 6TH STREET SW SOUTH OF 11TH AVENUE SW PARKING REVISION

RECOMMENDED ACTION

It is recommended City Council pass an ordinance to remove the parking restriction on the east side of 6th St SW for a distance 100-feet to 190-feet south from the center of the 6th St SW and 11th Ave SW intersection.

7.7. JOB DESCRIPTION AND CLASSIFICATION OF DEPUTY POLICE CHIEF

RECOMMENDED ACTION

It is recommended City Council approve the job description and pay

grade for the Deputy Police Chief.

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. AIRPORT TERMINAL ROADWAY PLANNING STUDY

9.2. LOCAL PREFERENCE FOR BIDDING CONSTRUCTION PROJECTS

This is an informational item with no recommendation for Council.

9.3. CHARITABLE GAMING SITE AUTHORIZATION POLICY - DISCUSSION ONLY

Review and consider whether the Council wants to impose additional restrictions on charitable gaming site authorizations.

10. ADJOURNMENT



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

FROM: Harold Stewart, City Manager

DATE: July 7, 2025

City Manager:

Budget has been the top priority over the last few weeks with many meetings with Staff and Council. The City Manager Recommended Budget will be presented to Council at the Regular City Council meeting on July 21st.

The week of July 7th is Staff Appreciation week. Council and citizens are invited to join our Employee Luncheon at the Public Works Building on Wednesday July 9th for food and recognition of employee Years of Service Awards. Award presentations will be at 11:30am.

Other meetings attended included: Neighborhood Communication meetings; the Economic Development Plan Review Committee; communication meeting with Trinity Hospital CEO; communication meeting with Community Foundation Director; communication meeting with MACEDC President; Central Dakota MPO Policy Board meeting; and various other project and communication meetings.

Engineering
City Engineer, Lance Meyer

Department Updates

- **Welcome to our newest project engineer, Brianna Geigle! The Engineering Department is now fully staffed.** For the past three years we have been working hard to get all of our positions filled and we are thrilled to be operating at full staff.
- In June, the Department issued 50 right of way permits and attended 2 DRT meetings.
- In June, the Traffic Division had the following notable items:
 - 9 sign knockdowns and 4 streetlight knockdowns.
 - 4 after-hour calls.
- A working group has been developed to address the backlog of view obstructions throughout Minot.

Current Projects

- Staff is spending considerable amounts of time preparing for the 2026 budget process.
- Staff is working on Phase 2 of the Wayfinding project which will address the five entry monuments and increased signage for the downtown parking ramps.

- Traffic Division staff installed 60 Type A residential streetlight luminaires as part of the 2023 Energy Efficiency Community Block Grant program. Staff is currently working on closing out that federal government grant.
- Storm Sewer District 124 design is complete. Easement and land acquisitions discussions have begun. The project is currently stuck in permitting with USACE regarding wetland permitting. The district will be brought to the council in the coming months.
- The 16th Street Interchange Improvement project design is complete. This project has been delayed a year due to NDDOT funding and now will take place in the 2027 construction season.
- 3rd Street and Central Avenue Reconstruction project is in the early stages of preliminary design and environmental documentation. This work is being completed by our consultant Apex Engineering. We anticipate an online survey to gather initial public comments on this project will be ready in the next month or two.

2025 Capital Projects

- 16th Street Reconstruction – Park Construction has begun work on Phase 1 with the closing of the 16th St SW and Burdick intersection and well as the closure of 16th St SW between 11th Ave SW and 16th Ave SW. The plan is to have a portion of the 16th St SW/Burdick intersection reopened for east/west traffic by mid-July, with this phase of the two-part project completed later this fall. See www.minotroads.com for more details.
 - Staff is monitoring the shifting traffic patterns with the closure of a major north/south roadway. Signal timing adjustments will be made as necessary to efficiently and safely move people and goods.
- SSD 121 – Puppy Dog Coulee storm sewer project continues. The roadway has been rebuilt and reopened for Phases 1 and 2 near Wing and Rings, as well as Phase 3 near McDonalds. Work is now focused on Phases 4, 5, and 6, including utility relocates, drilling and installing soldier piles, and culvert installation. Additional information can be found on the [project webpage](#). The council has authorized eminent domain against one property. An agreement was filed with the court for the city to take possession of the easements needed for the project with a trial to start October 28th.
- 3rd Street Bridge Repair project is currently advertising for bids. Bids will be received and opened on July 9th and will likely be presented to Council on the 21st.

2025 Maintenance Projects

- 2025 Patching, Sidewalk, Curb & Gutter, and Street Improvement projects are all underway all over town. Most notably are the cement stabilization and reconstruction of the 16th St NW hill and the north Broadway frontage road.
- 2025 Microsurfacing and Street Seal are anticipated to begin in July.
- 2024 Signal Cabinet Improvement with improvements on N Broadway has begun. Work has been completed at 20th Ave NW, 36th Ave NW and at 46th Ave NW. The work associated with the 2025 Signal Improvement will begin this spring while the contractor waits for the material to arrive, the signal replacement is still anticipated to occur late summer/early fall 2025.
- 2025 Pavement Markings is anticipated to start in July with a substantial completion in September 2025.

Additional Information – GIS Maps

- 2025 Construction Projects <https://geohub-minotnd.hub.arcgis.com/apps/0f003125a44d42d898694af7012e090c/explore>
- Traffic Impacts <https://geohub-minotnd.hub.arcgis.com/apps/734b282534e14a64bce9a1ec3964404c/explore>

Minot International Airport Director, Jennifer Eckman

Statistics – (Additional statistics can be found here: (<https://www.motairport.com/260/Statistics>))

- In May's statistics reports we can see the uptick in travelers across the board as the summer travel season kicks off. In addition to the outbound travelers this is typically the time of year we see the "snowbirds" return back from their Southern homes. The US is seeing a slowdown of Canadian travelers crossing the border and the airport team anticipates the impacts to have some impact to numbers in the late-summer, early-fall. That may be counterbalanced with the increased travel from energy and military sectors.

Staffing and Training

- **Staffing** –
 - The Facility Lead position (a promotional position) remains unfilled at this time.
 - Recruitment for one full-time position in the Facilities department has begun due to one vacancy.
 - Recruitment for one part-time position in the Operations department has shifted to recruitment for two full-time positions due to one resignation and one unforeseen extended medical leave.
- **Training and City P.R.I.D.E.** –
 - PRIDE Employee Recognition Committee – Airport Operations team member represents the Airport.
 - City Safety Committee – The Airport Safety and Security Specialist, a Facility Tech and an Operations Tech represent the Airport on this committee.
 - NDDes – EOC Management – The Airport Operations and Maintenance Manager attended EOC management training provided and funded by NDDes in preparation of upcoming full scale emergency exercise.
 - RedVector Training – Facilities employee enrolled in training platform.
 - Airport Emergency Plan (AEP) – Recurrent training held for Operations Team for compliance with Part 139.
 - Executive Women in Aviation International Annual Conference - The Airport Director attended the conference in Tulsa, OK in early May.
 - NOTAM Manager Telecon – Monthly training held for Operations Team for airfield notifications system.
 - NDAC PCI – PCI website training for entire team.
 - PD K-9 Training – Provided large, secured area for K-9 training and certification.
 - Developer Training – The Airport Director is assisting with the survey and tracking of developer training on a monthly basis.
 -

Equipment

- Vehicles and Snow Removal Equipment (SRE) –
 - Unit 347 (Older Toro) - Went to City shop in Sept. 2024 due to PTO shaft bearing inoperable. Going out for auction in summer.
 - Unit 303 (Older tractor) – Has been out of service since October 2024 due to power steering leak. Going to auction this summer.
 - Unit 322 (Old Oshkosh snowblower) – Moved to boneyard for auction in summer.
 - Unit 318 (Toolcat) – Replaced broken door latch pin.
 - Unit 333 (Toro-blower) – Bent antenna bracket and antenna repaired.
 - Loaner Kubota Tractor – Borrowing from Street Department in place of Unit 303 for interim.
 - Paint Machine – Replaced bad seal, broken pipe, and hose.
 - Unit 333 (Toro blower) – Replaced broken lift arm.
 - Unit 312 (Epoke Sander) – City shop for seasonal maintenance.
 - Unit 327 (MB3 Broom) – Annual service from City Shop.
 - Unit 328 (MB3 Broom) – Annual service from City Shop.
- Airside Equipment –
 - Airside Electrical Generator – The radiator continues to have a slow leak. We are looking to see if it can be sent out for service this year or consider tying it into terminal generator for back-up.
 - Jet bridges – The jet bridges continue to show wear and tear. HVAC systems are showing their age. The airport team continues to coordinate the repairs with airlines.
 - Main windsock – Failed entirely on April 10. Intent is to have it replaced, along with planned projects later this year.
- Terminal Equipment - N/A

Facilities

- Commercial Terminal –
 - LED Lighting Conversion – Worked with contractor to stage equipment for LED conversion in terminal for lighting grant.
 - Terminal Roof – Contracted with local vendor for roof repairs.
 - Furniture – Upholstery of seating is being done in phases through a local provider.
 - Terminal doors - The doors continue to have regular maintenance issues arise. One set of replacement doors was included in the 2025 budget. Working on bid specs.
 - Exterior Granite – Contracted with vendor for replacement of granite on front of terminal building.
 - Main Comm Room – Repaired condensation pump of A/C unit.
 - Boiler #3 – Bad motor and controller. Repairs in work.
 - Boilers #1, 2, 3 – Replacement part installs in work.
 - A/C Chiller Motor – Bad contactor. Repairs in work.
 - Vestibules 1 and 3 – Looking at alternate solutions for air curtains for all vestibules now that new wiring has been pulled.
 - Performed spring window and carpet cleaning throughout terminal.
- General Aviation Terminal -
 - LED lighting conversion completed.
- SRE –
 - Floor drains cleaned out.
 - Monthly fire extinguisher inspections conducted
 - Crash phone issues between SRE, Dispatch, Tower, and ARFF.

- Landside -
 - Rental car parking lot lighting –Replacement lighting on order.
 - Fence line clean up
 - Parking lot fence repairs
 - Weed spraying operations conducted
 - Annual crack seal of parking lots conducted. Parking lots reopened.
 - Marked curb areas in need of repairs.
 - Placed fresh mulch surrounding parking lots.
- Airside -
 - Tie-downs on the GA apron have begun to heave in some areas. Repair/replacement work will be done along with planned projects this summer.
 - Wetland mitigation/drainage improvement project is reached substantial completion. Some work remains and will be completed in 2025.
 - Airfield Signage - Ongoing replacements of faded and broken signs.
 - Vehicle gate 2 exhibiting continuous outage issues. Troubleshooting with electrician for resolution.
 - Paint and glass beads shipment arrived for airfield painting.

Community Engagement

- Social Media – The most popular Facebook post for the month was published on May 22, 2025. The post was a thank you to all the volunteers, participants, and planners for the Honor Flight in April.
- Airport Community Meeting – The monthly meeting with the tenants was held the first week of the month.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- Service Organizations – Rotary - The Airport Operations and Maintenance Manager participates in Rotary as a board member.
- Minot Area Chamber EDC Committees – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.
- Terminal Tour Season kicked off at MOT
 - Every summer the airport has frequent tour groups of kids from local schools, summer programs, and summer camps. South Prairie 2nd Graders are annual visitors at MOT.
- News –
 - Minot airport recruits volunteers for emergency exercise – May 6, 2025 <https://www.kfyrtv.com/2025/05/06/minot-airport-recruits-volunteers-emergency-exercise/>
 - Minot airport needs volunteers for emergency exercise – May 28, 2025 <https://www.kxnet.com/news/local-news/minot-airport-needs-volunteers-for-emergency-exercise/>

- ND airports continue setting boarding records in 2025 –May 19, 2025 <https://www.minotdailynews.com/news/local-news/2025/03/nd-airports-continue-setting-boarding-records-in-2025/>

Incidents Reported

- May 22, 2025 - Vehicle attempted to drive over berm to exit parking lot. Tow company called for assistance.
- May 25, 2025 – Security breach - Under investigation; limited video footage of incident.

Fire Department
Chief Kelli Kronschnabel



Fires reported in the month..... 7

- Structure Fires: 4
- Outside Rubbish/Vegetation Fire: 3

2025 Monthly Fire Counts

Year to date Total: 43

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
7	3	6	14	13	7						

YTD Dollar loss attributed to fire..... \$361,915

Total incidents reported for the month: 401

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
7	0	390	18	11	32	30	0	1

Injuries and Fatalities Caused by Fire	Month	Year to date
Civilian Fire Casualties	0	0
Civilian Fire Injuries	0	1
Fire Service Injuries	0	0

Update from Chief's Kronschnabel's office:

Crews responded to 489 calls for service, including 390 EMS calls—another active month of serving the Minot community.

June also brought a range of key events and opportunities to connect with the public. We hosted a station tour at Station 1, participated in the airport triennial exercise, and welcomed visitors during the NDFA Convention. Our crews attended the Children's Miracle Network event at Walmart alongside Minot PD, took part in Education Day and the Touch-a-Truck event at a Hot Tots game, welcomed the Optimist Club at Station 5, and supported the Minot Rural Youth Camp held at our training grounds.

In addition to ongoing training, three new firefighters began their in-house Fire Academy. We'll share more details soon as we finalize plans for their graduation.



Central Dispatch Report June 2025

2025 Monthly Call Counts

Emergency calls: 2,230

Non-Emergency calls: 9,941

Total calls: 12,261* (*May 28 - June 30)

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
9,667	7,283	6,238	10,827	10,318	12,261						

2025 Monthly Call Types (All Ward County Law Enforcement)

Traffic Stops	Domestics	DUI	Judicial Order Violation	Disorderly Conduct	Assist Public	Accidents	Welfare Checks
1,021	86	42	24	144	241	123	231

June 2025 Calls by Agency

Minot PD	Minot Fire	Trinity First Response	Ward County Sheriff	Highway Patrol	Minot Rural Fire	Total Ward County Agencies
3,170	507	921	1,734	28	67	6,954

Update from Margaret Haugan's office:

June was another month of progress and momentum for the Minot Central Dispatch team.

Technology upgrades continued to move forward, with three system improvements completed across the center—part of our ongoing commitment to reliability and performance.

Professional development remained a focus as well. Jacqueline Lausch and Samantha Newman attended the NENA Conference in Florida, bringing back new insights and ideas from the national level. In addition, Jeanne Alves was promoted to Shift Supervisor—please join us in congratulating her on this well-earned achievement!

Training continues across various topics, with a strong emphasis on leadership development and operational excellence. These efforts ensure we remain ready to serve the community with confidence and care, no matter what the day brings.

Public Information

Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

- Jennifer Kleen regularly worked with all departments, City Manager Harold Stewart, Assistant City Manager Tom Joyce, and others to prepare data for a series of budget meetings with City Council members in recent weeks. She will also be involved in the ongoing budget discussions and meetings as the City prepares the budget for 2026. She also started a podcast with City officials every two weeks to discuss issues that are on the upcoming City Council agenda, and she coordinates the broadcasting and recording of all the City meetings and events that are necessary.
- Jennifer was instrumental in organizing, scheduling, and planning a series of neighborhood meetings over the past couple of months, holding a total of eight meetings. The topics of the meetings have included flood control, construction, transit, water main replacements, recycling, snow removal, storm shelters, and others. Members of the public have attended the meetings along with multiple City department heads and members of City Council.
- The nearly \$20 million Puppy Dog Coulee storm water project began in mid-April, and that project impacts vehicle travel in several areas around Dakota Square Mall. Communication Specialist Bryan Obenchain attends a weekly construction meeting about this project to stay informed about the latest developments and when construction shifts to new areas so we can alert the public.
- Other major construction projects are under way around Minot, including a major water line replacement project in northwest Minot, road resurfacing on the north Broadway frontage road, and street sealing projects across Minot. The 16th St SW reconstruction project has closed a portion of Burdick Expressway west and a section of 16th St NW, making travel in that portion of town difficult, so our office has been posting and publishing regular updates to help keep the public aware of the project's progress.
- All members of our office are involved in providing updates and timely information to the general public, and work with various departments to ensure that information is provided through social media, the City website, and Jennifer's podcast.
- Bryan attends weekly meetings to stay informed of the latest development with construction projects, and updates are regularly published on the City's website, social media channels, and the City's electronic newsletter.
- Bryan attends the weekly Public Works superintendents meeting, which provides a wealth of background information about upcoming projects, etc. These meetings are a great way to keep up to date on what's happening in the various Public Works departments, and Bryan regularly gets story ideas and social media post ideas from the attendees at these meetings.
- All three PIO employees monitor public input on the City's social media channels, and answer as many questions and concerns as possible. We appreciate the help from employees in all departments

who provide us with facts and information so that we can relay that to the residents who are asking questions or expressing concerns. We try to answer everyone's questions as best we can, while providing factual, up-to-date information

City of Minot

JUNE 2025 SOCIAL MEDIA FOOTPRINT



+20

1,235

YOUTUBE



-11

4,321

NEWSLETTERS



+99

4,839

INSTAGRAM

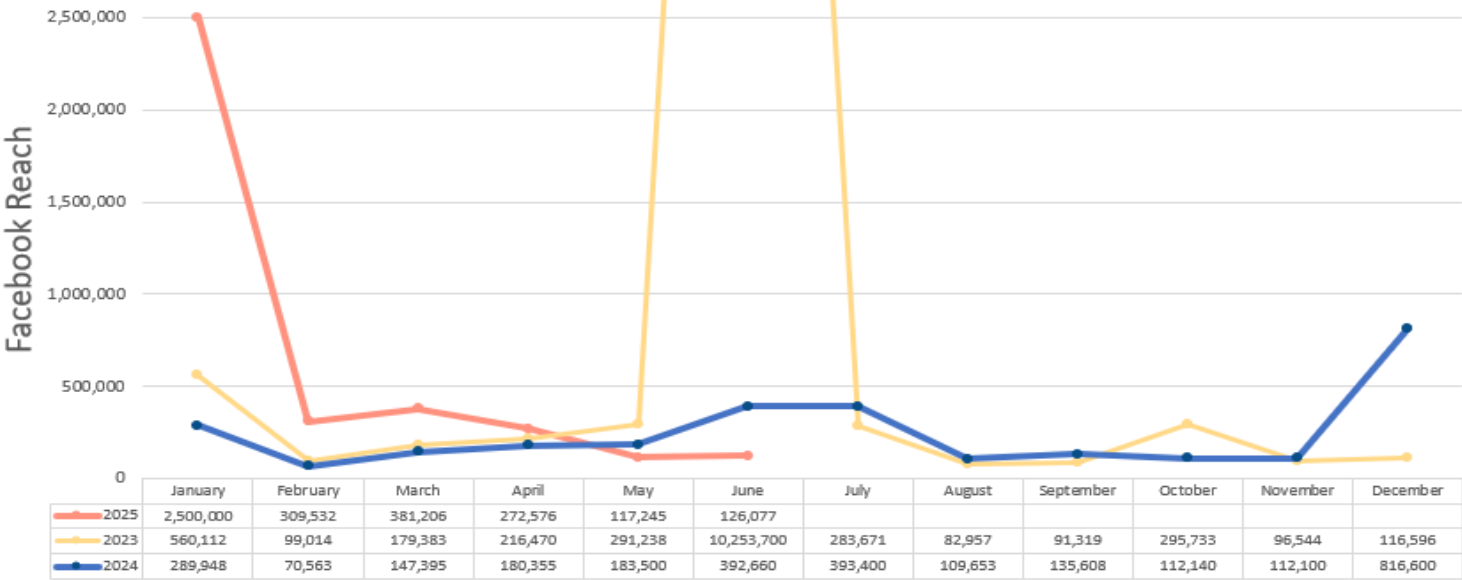


+108

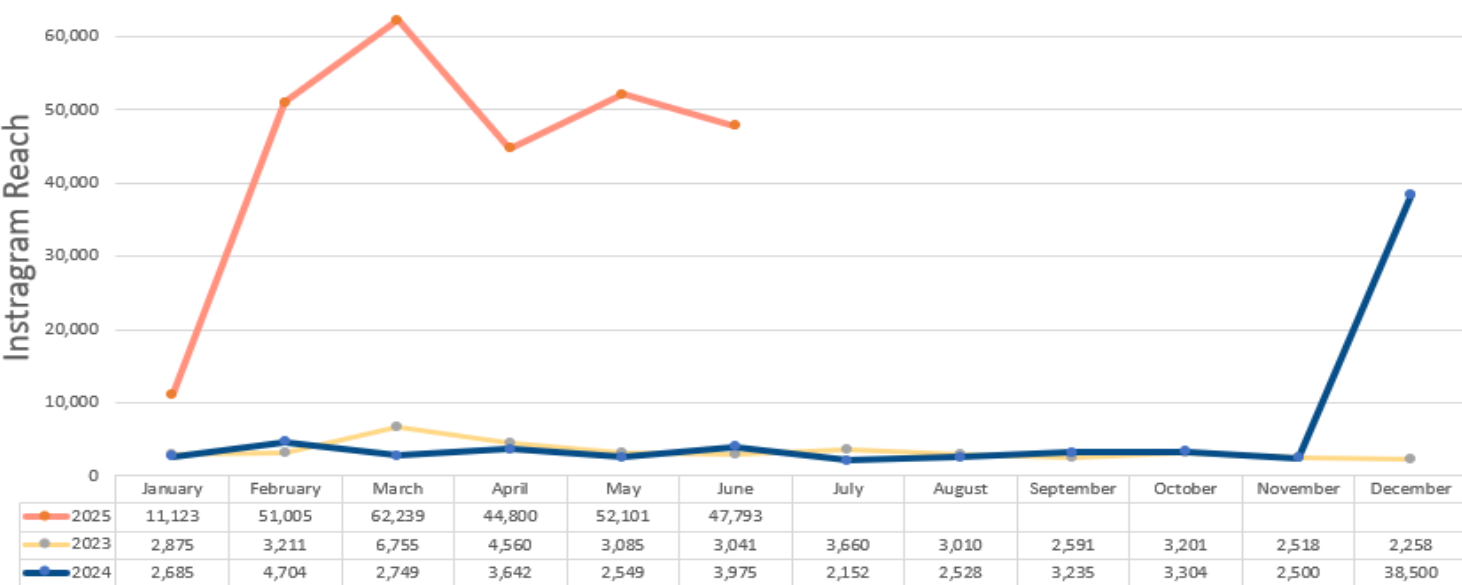
31,225

FACEBOOK

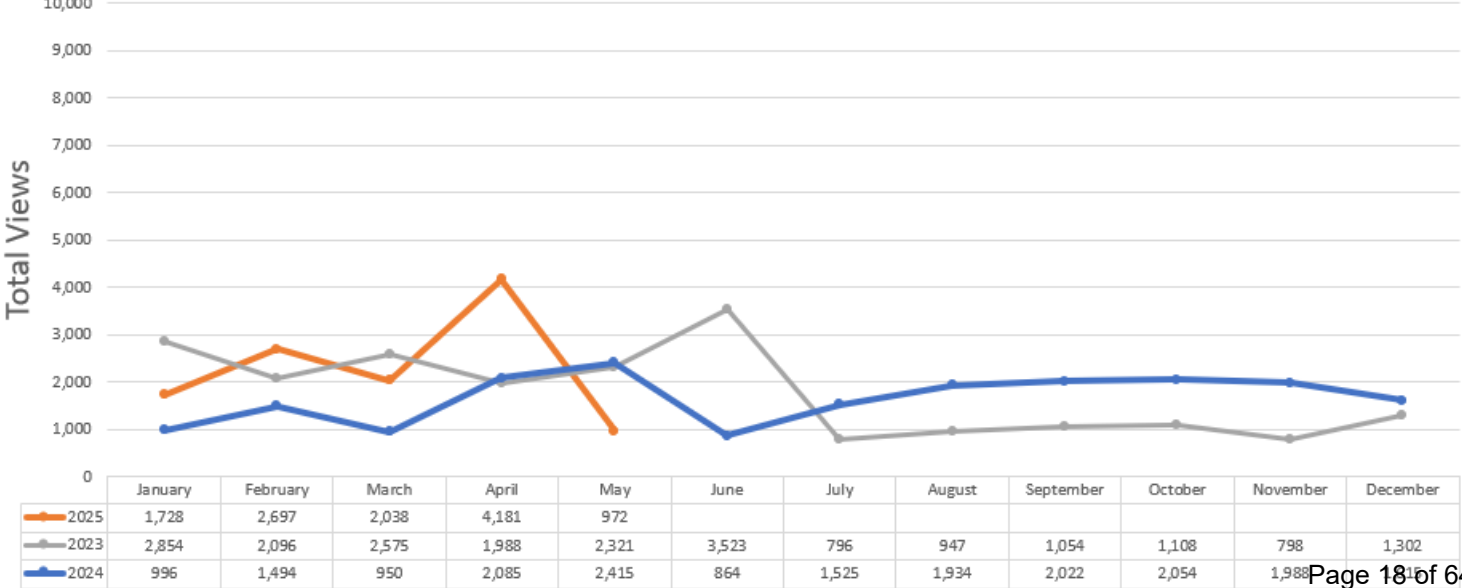
Facebook Reach Month by Month



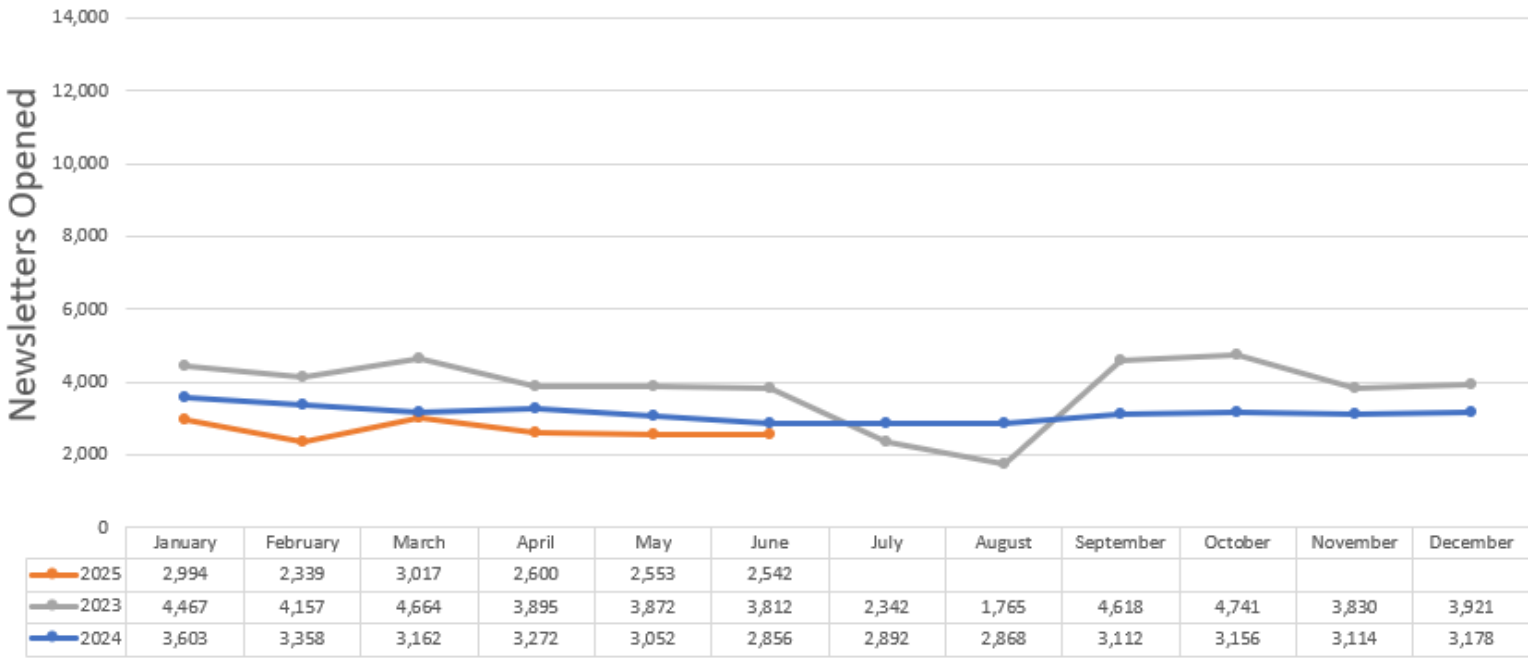
Instagram Reach Month by Month



YouTube Views Month by Month



Newsletter Opens Month by Month



Public Information

Public Safety Information & Outreach Officer – T Kvigne

Fire Department

Current Follower counts

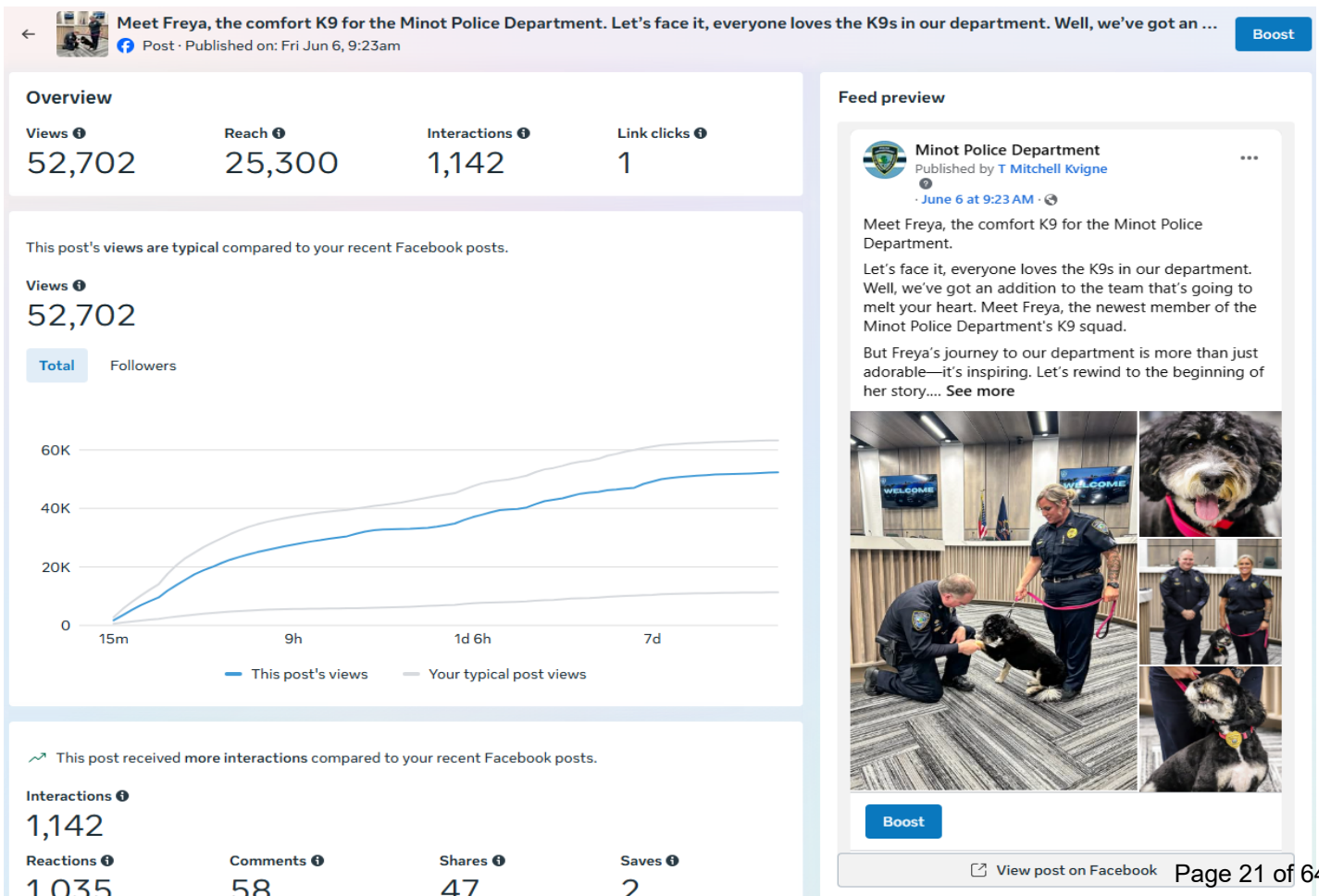
- **Facebook**
 - **5,276**
- **Instagram**
 - **363**
- **There were two media releases issued for fires in June.**
 - **June 3 – Baymont Fire**
- **In June we gained 108 new Facebook followers, 9 new followers on Instagram. Our total Facebook reach was 68,510 which is down from May. We amassed 175,727 views on Facebook, an decrease of 15.1% from May. Our Instagram had a reach of 455 and 3,442 total views, both an slight decrease from May.**

Our top performing posts for Facebook:

Police Department

Current Follower counts

- **Facebook**
 - 23,998
- **The following media releases were issued:**
 - Thursday, June 5 – Juvenile pedestrian struck by vehicle
 - Thursday, June 5 – Sexual Assault Investigation arrest
 - Monday, June 9 – Stabbing Arrest
 - Tuesday, June 17 – Woman arrested for drug exposure to juvenile
 - Thursday, June 19 – March overdose arrest
 - Thursday, June 19 – Downtown altercation
 - Monday, June 23 – Child Neglect Arrest
 - Tuesday, June 24 – Fatal motorcycle crash
 - Wednesday, June 25 – Minot Man arrested fro drug exposure
 - Thursday, June 26 – Tobacco Compliance Results
 - Tuesday, May 6 – Two separate drug related incidents
 - Monday, May 19 – Domestic disturbance arrest
- **Our Facebook reach for the month was 191,249 (a 66% increase) with a total number of views at 1,286,325 (a 101.9% decrease) we also gained 293 new followers. We had 38,008 visits to our Facebook page.**
- **Our top performing posts (not including media releases) for June are attached below: Freyas swearing in ceremony, and a public notification of two individuals who may be going door to door selling educational books**



Say hello to Linnea Jerkku and Polina Paenurm! They're college students from Estonia spending the summer in Minot as part of an int...

Post · Published on: Tue Jun 17, 1:57pm

Boost

Overview

Views ⓘ

58,935

Reach ⓘ

28,500

Interactions ⓘ

330

Link clicks ⓘ

1

This post's views are typical compared to your recent Facebook posts.

Views ⓘ

58,935

Total

Followers

60K

40K

20K

0

15m

9h

1d 6h

7d

This post's views

Your typical post views

This post's interactions are typical compared to your recent Facebook posts.

Interactions ⓘ

330

Reactions ⓘ

204

Comments ⓘ

9

Shares ⓘ

117

Saves ⓘ

0

Feed preview

Minot Police Department

Published by T Mitchell Kvigne

June 17 at 1:57 PM · 🌐

👋 Say hello to Linnea Jerkku and Polina Paenurm! They're college students from Estonia spending the summer in Minot as part of an internship with an educational company based in Nashville, TN.

They'll be going door-to-door sharing educational materials and have the proper Transient Merchant Licenses from the city.

Not interested? No problem—they'll simply thank you and be on their way!



View post on Facebook

Page 15 of 15

Page 22 of 640

TO: City Manager Harold Stewart
DATE: 07.02.25
FROM: Captain Justin Sundheim
RE: Souris Valley Animal Shelter (SVAS) Pound Services Update

The following will provide a 6-month update and outline the pound services agreement to date with Souris Valley Animal Shelter (SVAS).

HISTORY-Prior to 2025, the City of Minot had a decades-long agreement with the Minot Veterinary "Vet" Clinic for pound services. In 2024, the Minot Vet Clinic opted out of providing those services. As a result, an RFP was advertised and a 1-year agreement was subsequently agreed to with SVAS by City Council to provide pound services for 2025.

2025 IMPOUNDMENT NUMBERS

- As of July 1, 2025, 74 dogs have been impounded, with 47% being reunited with their owners. 0 were euthanized. 85 cats have been impounded, with 15% being reunited with their owners. 1 was euthanized. This represents an approximate 50%-60% impoundment decrease from prior years. See details listed under challenges below for additional context.

FISCAL SUMMARY-The 2025 department budget was approved before the agreement. Initially, there was \$45,000 allocated within the 2025 PD budget for anticipated services. Upon approval of the new agreement, projected costs for 2025 were estimated to be around \$200,000. The increase was largely due to market rate adjustments for animal services.

- To date, costs incurred are \$85,332, which represents an average of \$14,222 per month.
- To date, reimbursement/reclaim amounts (i.e owner fees) equates to \$2,338.

As part of the agreement, we are financially obligated to pay/reserve 5 kennel spots for dogs and 5 kennel spots for cats. (\$35 per kennel/per day) We incur additional costs when the need exceeds the allotment. Any additional space needed by the

department is fulfilled by SVAS when practical and reasonable; however, it is not unlimited. Those additional space requests are prioritized by PD staff. Administrative costs are a fixed amount of \$1,000/month. These fixed costs (kennel and administrative) equate to approximately 81% of the total cost to date.

Basic veterinary costs, euthanasia, and adoption/transfer fees summarize the expected common expenditures under the agreement. These costs vary based on need and impoundment numbers.

CHALLENGES-

- To date, there has been an increase in safekeeping/evidentiary “holdovers” from month to month regarding animals. These animals are a result of primarily abuse/neglect cases. They are initially taken into emergency custody due to imminent care and/or abandonment, or owners are taken into custody for unrelated criminal offenses. These cases have accounted for anywhere between **60-142%** of our dog kennel allotment to date. Cat “holdovers” are substantially less and typically do not pose the same challenges compared to dogs.
 - Legal/Court proceedings impact the turnover of these animals. (City custody transfer to adoption/SVAS) Animals are considered property; therefore, property disposition can be a challenging legal obstacle, especially when intertwined with a criminal court case. The presiding judge is the official who can determine property (animal) disposition; however, unless a specific hearing is requested and granted, the disposition of property doesn’t occur until case resolution. These hearings are also subject to being granted only at specific timeframes within the judicial process. This is compounded when multiple courts (Municipal vs District) may have case jurisdiction on varying offenses.
 - Continual discussions have taken place between SVAS, the City Attorney’s Office, and department staff regarding feasible and realistic resolutions that are tenable regarding these holds. Legal concerns regarding care and custody of animals under the City’s responsibility result in fostering challenges outside the immediate care of SVAS staff.

Voluntary fostering outside of SVAS would increase day-to-day kennel operating space.

- Since there have been substantial long-term holds, as stated previously, the number of strays impounded has reduced by approximately 50%-60%. As a result, transfers to adoption status are also down from prior years.
- Voluntary Surrenders- To my knowledge, the city has never officially participated in voluntary animal surrenders. In prior years, the Minot Vet clinic, through their own partnerships, accepted surrenders, not the Minot Police Department. Since the Vet Clinic was our pound services partner, our staff likely assisted at various times in connecting people with that resource. Hopefully, this misconception of a city-administered voluntary surrender service has been corrected through outreach communication.

CURRENT/WHAT'S NEW-

- COMMUNITY ENGAGEMENT
 - SVAS has launched the Pound Services Facebook and Instagram social media pages. The goal is to provide another avenue for reuniting lost pets with their owners. This effort has directly resulted in additional animals being reclaimed with their owners, which is the goal.
 - SVAS and Central Dispatch staff have engaged in discussions with the goal of effective communication with the public. The purpose is to provide dispatchers with the knowledge enabling them to advise the public of options and community resources when they find a stray animal.
- CITY-OWNED/OPERATED ANIMAL IMPOUND
 - The department has formed a working committee to establish estimated costs and options for a city-owned/operated animal impound. This committee is exploring several options to identify cost

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expenditures. Initial capital/infrastructure and estimated year-over-year operating costs, including but not limited to:

- Land acquisition/Zoning
 - Design/Space requirements/Construction
 - Personnel
 - Equipment
 - Regulatory requirements
 - Agency partnership feasibility and impact
- ORDINANCE REVIEW
 - Several animal ordinances will be reviewed in 2025, focusing on effective municipal animal control. Priority will be to analyze whether current fines and licensing requirements are effective and modern.
 - We have also updated specific internal processes that have provided property (animal) increased accountability while in the City/SVAS custody.

Despite the challenges listed and the expected transition of working with a new community partner, staff at SVAS and the department remain committed to providing the best service possible to the community within the capabilities of each entity. We have worked collaboratively to address these evolving challenges while remaining committed to finding solutions to external pressures that may be outside our control.

Captain Justin Sundheim
Operations Commander
City of Minot, Police Department



Cc: Interim Chief Dale Plessas
SVAS Executive Director Laura Garcia
SVAS Board President Zach Krukenberg

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CITY OF MINOT

2025 ORGANIZATIONAL STRUCTURE EFFICACY PROJECT

CITY COUNCIL PRESENTATION

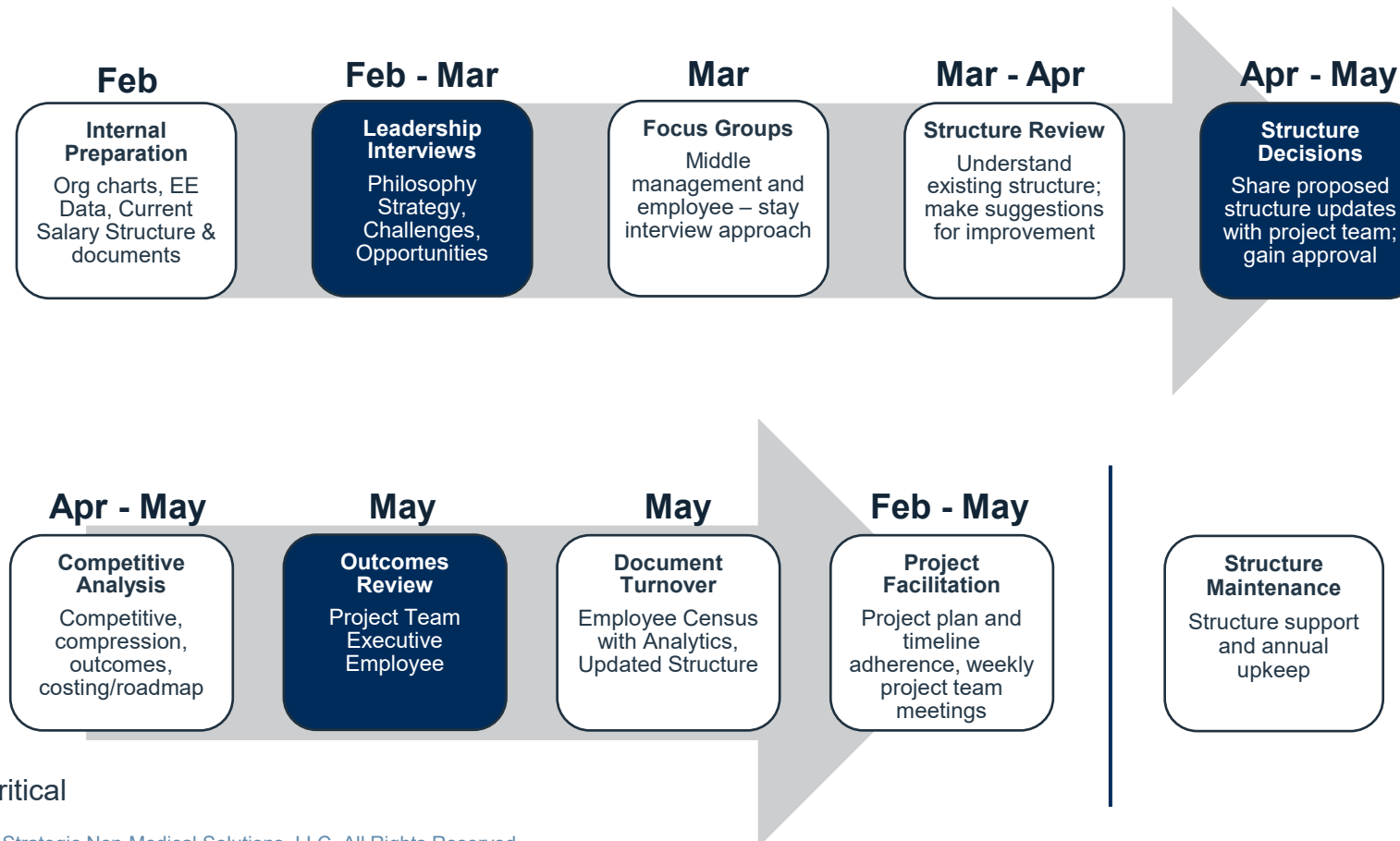
June 7th, 2025



- **Project Objective & Process**
- **Leadership Interviews & Employee Focus Groups**
- **Summary & Recommendations**
 - Compensation Philosophy
 - Compensation Structure Review
 - Pay for Performance Considerations
 - Job Architecture
 - Staffing Assessment Template
- **Appendix**



The objective of this project is to evaluate the City of Minot's (CoM) existing organizational and base pay structures to enhance its ability to attract, engage, and retain top talent. The goal is to develop a framework that is both sustainable and administratively feasible while also supporting staffing models that enable each department to effectively meet community needs and expectations.



Leadership involvement is critical



Interviewees:

Harold Steward - City Manager

David Lakefield - Finance Director

Bryan Banfill - Public Works Operations Director

Brian Billingsly - Community & Economic Development Director

Mikayla McWilliams - City Clerk

Ryan Kamrowski - Assessor

Jennifer Eckman - Airport Director

Kelli Kronshnabel - Fire Chief

Lance Meyer - City Engineer

Dale Plessas - Interim Police Chief

Jason Sorenson - Utilities Director

Jennifer Kleen - Public Information Officer

Stefanie Stalheim - City Attorney

Tom Joyce – Assistant City Manager

Zhaina Moya – Library Director

Leadership input and involvement are critical to this project. From **February 25th – March 20th**, herronpalmer, conducted interviews with **fifteen (15)** different leaders.

The purpose of these interviews was to gain understanding and opinions about COM, its staffing structures, and the current compensation practices that are in place in order to drive the overarching culture and drive efficiencies.

Overarching themes:

- **Employee Value Proposition** – “I’m not sure giving employees a pay increase would solve their perception”, “Livable Wage”
- **More with Less** – “High expectations, with low desire to fund service, ever expanding gap”
- **Communication & Trust** – “We can do better”, “Need to establish trust”
- **Pay for Performance** – “Proceed with caution”; “How will it impact morale”
- **Library** – “Off step from the city, next big thing is Salary Structure”



In follow up to the Leadership Interviews, herronpalmer, conducted 6 different focus groups with **twenty-nine (29)** different employees from **March 25th – March 31st**.

The purpose of these focus groups was to gain understanding more perspective around COM’s structures, processes and culture.

Overarching themes:

- **Public Safety** – *All need to be treated equitably while also acknowledging that we operate differently*
- **Professionals** – *“I could go somewhere else and make more money, but I care more about work/life balance”*
 - **Variances exist by department/staffing and size**
- **Skilled Labor & Operators** – *“There has been a lot of change”*

Employee Groups:

Business & Finance Professionals
Engineers
Administrative Support
Fire
Police
Skilled Labor & Operators

What is going well both in your department and in the organization?

What challenges exist within your department? What ideas/solutions would you offer?

How well does your department work with other departments? Are there areas for better cross-training, collaboration or support?

What makes you feel valued and motivated at work? What do you appreciate most about your benefits packages?

How well does the COM communicate with its employees? Do you have any suggestions to improve communication?



Based on the themes from the Leadership Interviews and Employee Focus Groups the action items that resulted are as follows:

- **Compensation Philosophy Draft**
 - Create a clear statement about how compensation relates to the overall direction and strategy of the COM, including competitive positioning, career growth and performance
- **Compensation Structure Review**
 - Conduct a Cost of Labor Analysis and Structure Review to ensure alignment with local labor market and range spread
 - Conduct a Compression Analysis with new framework
- **Job Architecture Framework**
 - Ensure logical position progression that supports career growth with definitions that allow for clarity when developing the business need for a role
- **Staffing Assessment Template**
 - Tools and framework to develop business case for staffing needs
- **Communication Tools**
 - Manager Talking Points & Employee FAQ's

Future State – there is an opportunity to dive deeper into the performance management process that creates the opportunity to adopt a pay for performance approach to compensation



COMPENSATION STRUCTURE REVIEW



At the City of Minot, we are dedicated to serving our neighbors and building excellence with our community. Our Compensation Philosophy is designed to align with our vision to nurture Minot's reputation as an attractive hub for economic activity and residency in North Central North Dakota.



Dynamic & Flourishing

- Through a strategic and competitive pay plan, we aim to **attract, motivate, reward and retain top talent** that continuously elevates our thriving and vibrant community



Prepared & Resilient

- We are equipped with a **market-based pay structure** that is externally competitive and allows for proactive compensation decision making



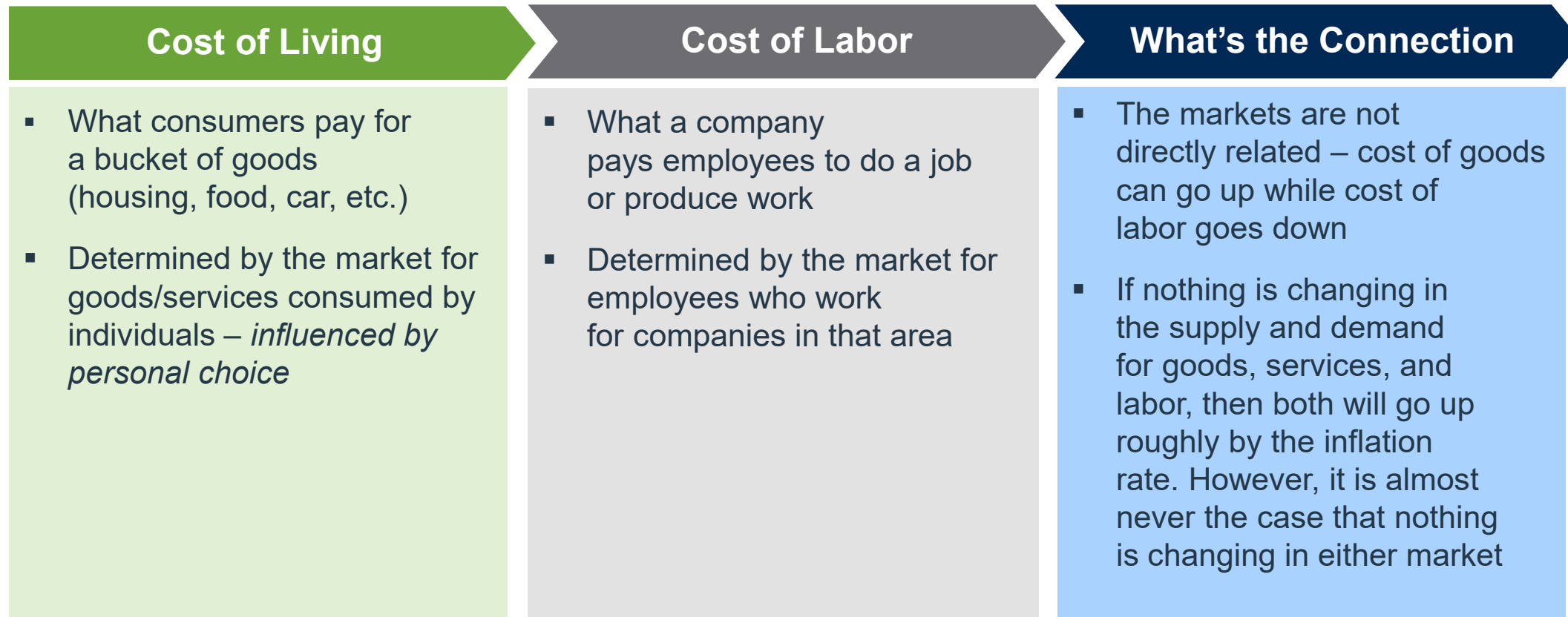
Safe & Welcoming

- Salary decisions are made **consistently, fairly, and with integrity**, ensuring that our compensation practices are equitable and transparent



Excellent & Connected

- We have **career paths** and opportunities to grow which allows us to acknowledge high performers and ensure our talent continues to excel throughout their career



Minot Cost of Labor is aligned with the national average and is similarly situated to cities like Bismarck and Fargo. While Williston and other municipalities reviewed have a higher Cost of Labor, they also had a higher Cost of Living. The take-away is that each earned dollar goes further in COM than other local labor markets.

As a general trend, government data cuts tend to come in with a lower market data point than blended all-industries data.



COL ANALYSIS

Cost Of Labor

Comparison Cities vs. United States Average	20,000	36,000	48,000	72,000	108,000	144,000	180,000
Minot, North Dakota	102.6	102.6	102.2	102.3	100.9	99.9	99.2
Aberdeen, South Dakota	122.2	91.1	87.2	85.3	87.6	90.0	93.6
Bismarck, North Dakota	103.0	101.7	99.9	97.7	95.5	94.5	94.9
Fargo, North Dakota	100.2	97.9	96.0	94.1	93.0	92.7	93.6
Grand Forks, North Dakota	99.7	97.5	95.7	94.4	93.5	93.4	94.2
Mandan, North Dakota	102.8	101.3	99.2	97.0	94.9	94.1	94.4
Rapid City, South Dakota	122.7	92.7	89.6	88.5	91.0	93.1	96.0
Williston, North Dakota	110.2	110.0	109.6	109.9	108.0	106.8	106.1

Cost Of Living

Comparison Cities vs. United States Average	20,000	36,000	48,000	72,000	108,000	144,000	180,000
Minot, North Dakota	78.6	80.1	80.1	81.1	85.6	88.2	89.7
Aberdeen, South Dakota	74.8	77.3	77.6	79.1	83.5	85.7	86.9
Bismarck, North Dakota	80.1	81.9	81.9	83.1	87.4	89.9	91.3
Fargo, North Dakota	85.4	86.0	85.5	85.8	89.0	90.9	92.1
Grand Forks, North Dakota	72.1	74.9	75.3	77.1	82.3	85.2	86.9
Mandan, North Dakota	81.9	83.5	83.5	84.4	88.0	90.2	91.4
Rapid City, South Dakota	87.4	88.7	88.6	89.3	92.0	93.3	94.0
Williston, North Dakota	95.2	94.7	93.9	93.3	94.2	95.0	95.5

“North Dakota is like a big city with a long commute to a different suburb”

Overall, COM sits in alignment with the national average along with Fargo and Bismarck based on Cost of Labor. When compared to Cost of Living, COM has the lowest difference from national.

Take-away: While COM's wages are not as competitive as Williston, the Cost of Living is lower on average as well. The take-away is that each earned dollar goes further in COM than other local labor markets.

Williston driven by Oil Companies – 2-hr drive

Industry Comparators: As a general trend, government data cuts tend to come in with a lower market data point than blended all-industries data.



- Different types of salary structures exist with different types of advantages and applications depending on industry, organizational priorities and broader market landscape.
- Job-based, Traditional and Step Structures were reviewed as options that could support COM with the project team and various leaders throughout the departments.
- Ultimately, two different approaches were chosen that were created with congruent compensation values yet different approaches to support the different areas of the business.
- The underlying intent of both structures is to establish a way to differentiate pay for performance while acknowledging that different business units operate uniquely.
- Educational materials related to structure utilization are provided in the **Appendix**

Structure Observations:

- *There are 62 unique grades/salary ranges labeled 38 – 100*
 - 162 jobs at COM in the census file, 175 in Occupation Class table (lowest utilized grade is 44, highest utilized grade is 98)
 - All grades are 17 steps
 - Midpoint progression (3%) and width (48%) are consistent throughout all grades
 - 93% Overlap



Consolidate number of grades by and design pay ranges to mirror market spread with the ability to differentiate employees in the same position based on performance, experience and proficiency:

- **Create midpoint progression philosophy that aligns with best practices**
 - Midpoint progression has been developed to acknowledge quicker progression (to align with range width) at entry level career stages and adjusts as career levels grow while still ensuring strong correlation to specific market data results for each position
- **Model spread and width consistently with midpoint philosophy**
 - Ranges are narrower for junior career stages
 - Typically, required competencies can be mastered and results achieved in a relatively short time period
 - Philosophy = to earn significantly higher compensation, employee must move up and out to next career stage
 - Ranges are wider for more advanced career stages Mastery of competencies requires more time and experience
 - Promotional opportunities are more limited at higher stages
 - Remainder of careers are spent at this level
- **Decrease magnitude of overlap**
 - Rather than having 62 salary grades, condense to 27 grades that have more significant jumps

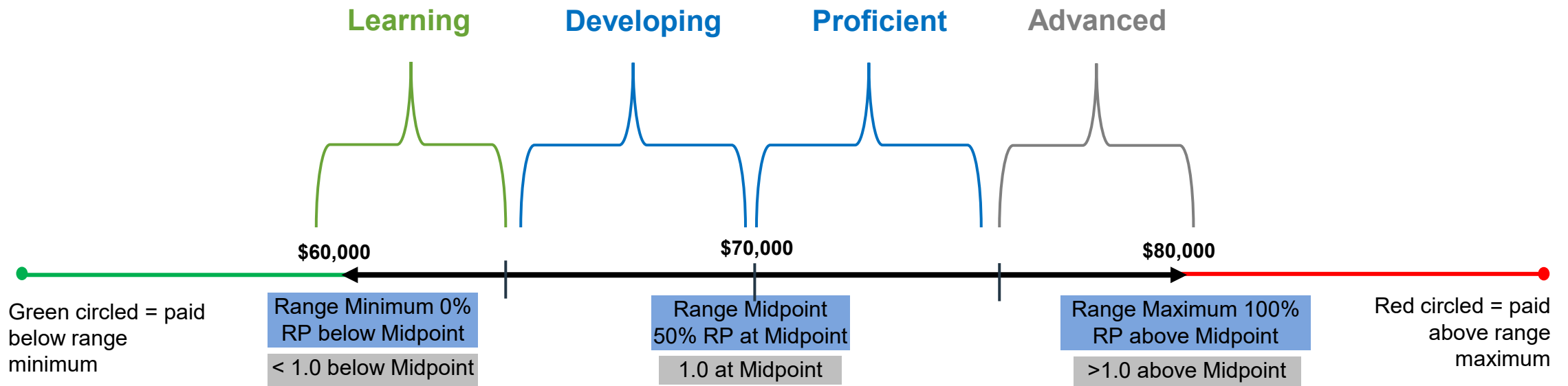
SAMPLE OF PROPOSED STRUCTURE

General Structure											
Grade	Hourly			Annual			Grade	Structure Development			
	Min	Mid	Max	Min	Mid	Max		MPP	Min	Max	Width
10	\$15.96	\$19.42	\$22.93	\$33,200	\$40,400	\$47,700	10	8%	0.82	1.18	44%
11	\$17.21	\$20.96	\$24.76	\$35,800	\$43,600	\$51,500	11	8%	0.82	1.18	44%
12	\$18.56	\$22.60	\$26.68	\$38,600	\$47,000	\$55,500	12	8%	0.82	1.18	44%
13	\$20.00	\$24.38	\$28.80	\$41,600	\$50,700	\$59,900	13	8%	0.82	1.18	44%
14	\$21.59	\$26.30	\$31.06	\$44,900	\$54,700	\$64,600	14	8%	0.82	1.18	44%
15	\$23.27	\$28.37	\$33.51	\$48,400	\$59,000	\$69,700	15	8%	0.82	1.18	44%
16	\$25.19	\$30.67	\$36.20	\$52,400	\$63,800	\$75,300	16	8%	0.82	1.18	44%
17	\$26.35	\$33.75	\$41.20	\$54,800	\$70,200	\$85,700	17	10%	0.78	1.22	56%
18	\$28.99	\$37.16	\$45.38	\$60,300	\$77,300	\$94,400	18	10%	0.78	1.22	57%
19	\$31.92	\$40.91	\$49.95	\$66,400	\$85,100	\$103,900	19	10%	0.78	1.22	56%
20	\$35.14	\$45.05	\$55.00	\$73,100	\$93,700	\$114,400	20	10%	0.78	1.22	56%
21	\$38.70	\$49.57	\$60.48	\$80,500	\$103,100	\$125,800	21	10%	0.78	1.22	56%
22	\$42.60	\$54.57	\$66.59	\$88,600	\$113,500	\$138,500	22	10%	0.78	1.22	56%
23	\$42.84	\$61.15	\$79.52	\$89,100	\$127,200	\$165,400	23	12%	0.70	1.30	86%
24	\$47.98	\$68.51	\$89.09	\$99,800	\$142,500	\$185,300	24	12%	0.70	1.30	86%
25	\$53.75	\$76.73	\$99.76	\$111,800	\$159,600	\$207,500	25	12%	0.70	1.30	86%
26	\$60.19	\$85.96	\$111.78	\$125,200	\$178,800	\$232,500	26	12%	0.70	1.30	86%
27	\$67.45	\$96.30	\$125.19	\$140,300	\$200,300	\$260,400	27	12%	0.70	1.30	86%

- **Maintain Step based structures for Public Safety (Police, Fire & Dispatch roles)**
 - Aligns with most common practices in Public Safety Industry
 - Modifications: decrease steps to reduce overlap and shorten runway – maintain alignment with new structure



- **Comparison-ratio or Compa-ratio (CR)** measures the employee's salary in relation to the midpoint of the range
- **Range Placement (RP)** measures the employee's position within the pay range and is the reference point when making pay decisions



CR Calculation: $\text{Employee Pay} / \text{Midpoint}$

RP Calculation: $(\text{Employee Pay} - \text{Min}) / (\text{Max} - \text{Min})$



- Time in Position (TIP) Guidelines are intended to serve as a reference when making pay decisions
 - It is recommended and encouraged to utilize the entire salary range
- Time in Position is the amount of time an employee has been functioning in a single role. It is typically tracked internally but may also include prior experience if the employee held the same or similar role with a previous employer.
 - Job title alone is not enough to qualify as relevant TIP – it is important to understand the actual duties and responsibilities
 - Market data (or midpoint) assumes a person is fully functioning and contributing within their role – for CoM, this has been set at 5 to 7.99 years and should be applied consistently across positions
- Generally, it is expected that base pay will increase as an employee accrues more time in their position
 - If an employee is paid below the TIP Guideline for their position, there should be documentation in place to support that decision (e.g., Performance Improvement Plan)
 - If an employee is paid above the TIP Guideline for their position, there should also be documentation to support that decision (e.g., resumé documenting the relevant experience, performance review, achievement of goals)
 - Although it is important, TIP is not the only factor that should be considered. Other factors to consider include performance, potential, contributions to organization, etc.

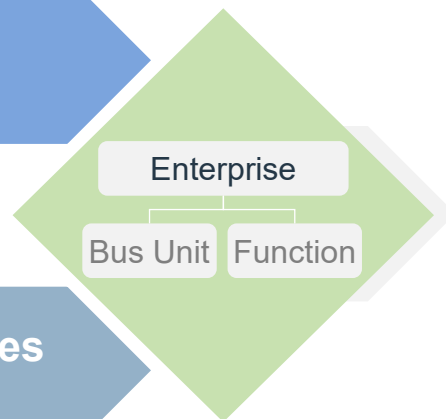
TIP Guidelines	RP
1) <1 year	15%
2) 1 to 2.99 years	25%
3) 3 to 4.99 years	35%
4) 5 to 7.99 years	50%
5) 8 to 9.99 years	55%
6) >10 years	60%



Business Strategy



**Goals
Projects
Targets**



People Strategy



**Competencies
Behaviors**

Performance management...
...is the people engine for strategy & culture
...has its biggest impacts through dialogue
...is an expression and assessment of leadership

Performance Review *Goals & Objectives*

- Scope
 - ☐ Enterprise
 - ☐ Business Unit/Function/Team
 - ☐ Individual
 - ☐ Personal development
- *Key Design Decisions:*
 - ☐ Cascading
 - ☐ Tracking Progress

Competencies

- Scope
 - ☐ Enterprise
 - ☐ Business Unit/Function
 - ☐ Personal Development
- *Key Design Decisions*
 - Ratings, commentary or both
 - Behavioral vs subjective

Other Components

- ☐ Summary commentary
- ☐ Feedback log (check-ins & ad hoc)
- ☐ Overall rating(s)
- ☐ Mobility/Trajectory/Career Plan
- ☐ Productivity/quality/safety/attendance metrics (depends on workforce segment)

Calibration		Goals	Comp 1	Comp 2	Comp 3
	Alisha Sosa				
	Elliot Patton				
	Sanai Steele				
	Emely Beck				
	Ahmed Kidd				

Ongoing Talent Cycle

- ↪ Talent Reviews
- ↪ Pay for Performance
- ↪ Succession Planning
- ↪ Workforce Planning
- ↪ Active Career Management
- ↪ Learning Needs Assessment

Self-assessment | Manager Assessment | Matrix/Other



PERFORMANCE MANAGEMENT CONSIDERATIONS



- **Pay for Performance (P4P)**, also known as value-based payment, is a compensation strategy where annual salary increases are directly tied to their performance in their role
- This approach incentivizes employees to meet or exceed specific goals, benchmarks or achievements by rewarding them through compensation
- This model is designed to motivate employees by driving personal accountability linked to broader organizational initiatives
- Prior to implementing, special consideration needs to be given to several factors including:
 - **Job Types & Measurability** – Do most roles have measurable output?
 - **Cultural Fit** – Will it be seen as motivation or pressure?
 - **Process & Design** – Are the metrics fair, transparent and aligned with broader organizational goals?
 - **Budget** – Is there a long-term budget and administrative support for ongoing monitoring, feedback and adjustments?

When done well, P4P:

Motivates Performance

Boosts Engagement

Encourages Development

Increases Productivity

Reduces Turn Over

Gives Employees Sense of Control of their Earning Potential

Improved Organization Performance



STRUCTURE REVIEW | STRUCTURE MODELING

Job Based / Tiered Model



No Overlap

Positions are tied into a structure with a range that does not overlap with adjacent grades

Job Title / Level	Range Min	Range Max
Associate Analyst	\$55,000	\$60,000
Analyst	\$60,500	\$65,000
Sr. Analyst	\$65,500	\$70,000

Pro's:

- Clear visibility of role and structure
- Simple to understand & administer

Con's:

- Limited flexibility
- Limited earning potential without promotion into next grade

Step Based Structure



With Overlap

Predetermined pay steps within the grade of job class. Typically, steps are set at intervals such as years of service

Analyst	Rate of Pay
Step 1	\$55,000
Step 2	\$57,000
Step 3	\$59,000

Pro's:

- Predictability, clear path for pay increases based on tenure
- Fairness in that everyone in same step is paid same amount

Con's:

- Lack of flexibility if an employee's skills or performance exceeds expectations

****It is most common to see step structures in Public Safety***

Current Structure

Grade Structure



With Overlap

Positions are mapped into grades, in which the ranges partially overlap with one another

Job Title / Level	Range Min	Range Max
Associate Analyst	\$55,000	\$65,000
Analyst	\$60,000	\$70,000
Sr. Analyst	\$75,000	\$80,000

Pro's:

- Allows for higher compensation within the same role for high performers / high proficiency
- Gradually move towards next role without abrupt changes

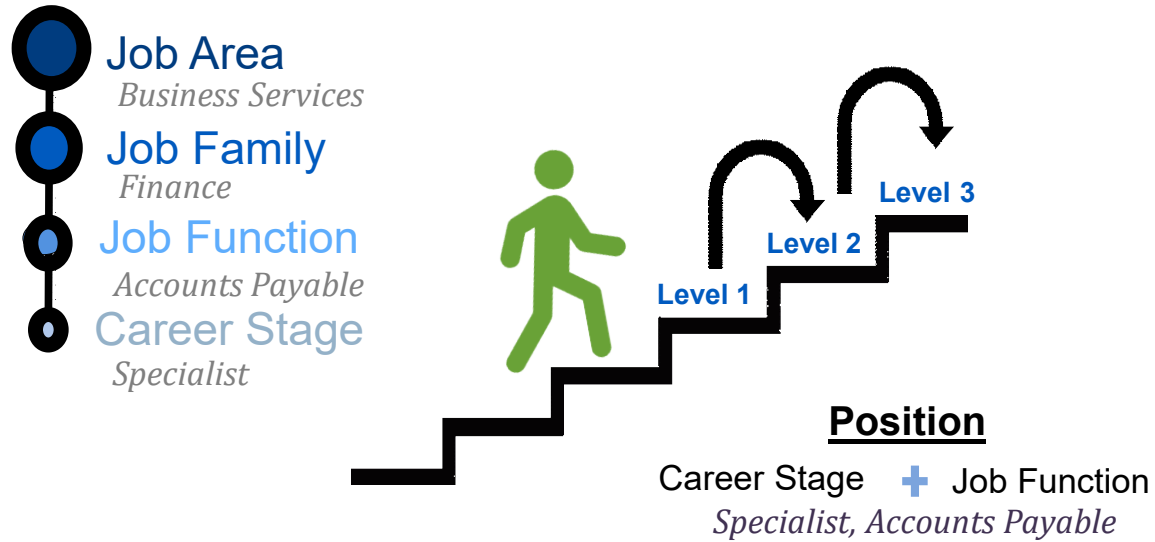
Con's:

- Compression
- Training required to understand range placement and utilization

Recommended Structure



JOB ARCHITECTURE



Area 1

Family 1

Family 2

Function
1

Function
2

Function
3

Function
1

Function
2



- **Area:** Unique areas of the business. Typically, you have functional areas or support services that provide internal support, as well as a several areas that collectively contribute to different major branches of the organization
- **Family:** Groups jobs involving work of the same nature. The jobs grouped together typically have a continuum of knowledge, skills and abilities and have similar market characteristics and conditions
- **Function:** Informed by the job matches, this is the most specific level of differentiation based on the exact function of work being performed. and allows further differentiation of skills and abilities

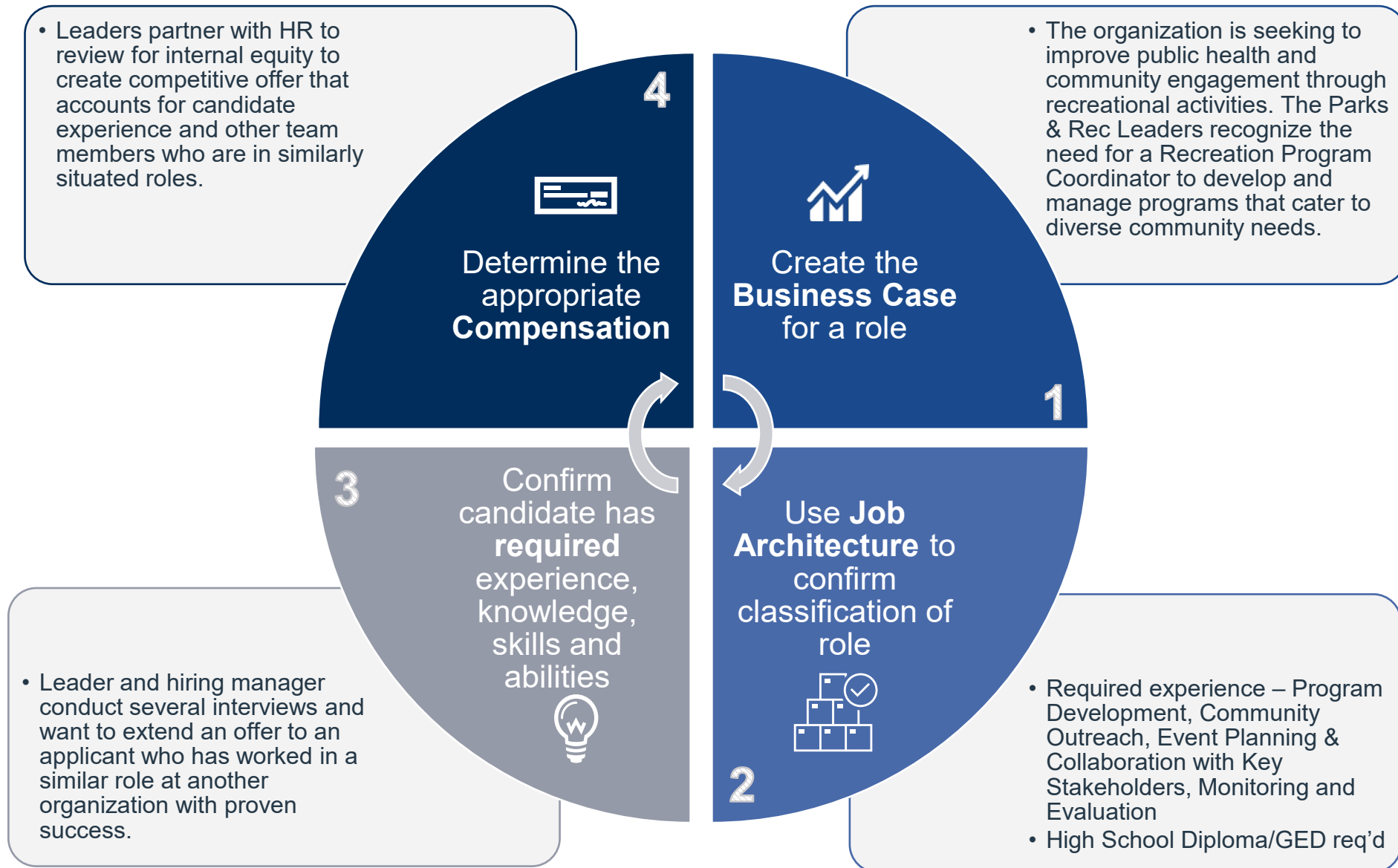


Position Grouping:

Business Services Finance And Accounting Group Accounting Business Systems Finance Internal Auditing Treasury Human Resource Group Human Resources Legal Group Administrative - Legal Legal Management Information Systems Group IT IT - Networks & Communication IT - Systems & Support	Community Growth & Development City Assessor Group City Assessments Property Appraisal Community Development Administrative - Planning & Code City Planning Community & Economic Development Zoning & Code Engineering Group CAD City Engineering GIS Inspections Group Building Inspection Building Official Commercial Plans Mechanical Inspection Plumbing Inspection Residential Plans	Public Safety Fire Group Fire Law Enforcement Command Group Police Law Enforcement Operations Group Community Service/Animal Control Digital Forensics Evidence and Property Intelligence Law Enforcement Office Management Police Public Safety Communications Group Public Safety Dispatch	Asset Management Building and Grounds Maintenance Group Building & Grounds Property Maintenance Cemetery Operations Group Cemetery Operations Equipment Operator Group Equipment Operations Vehicle Maintenance Group Administrative & Bus Driving Automotive Parts & Bus Driving Automotive Mechanics Automotive Parts Bus Driving Bus Services Fire Equipment Maintenance Fleet Management Shop Maintenance Welding/Fabricating	Public Works Public Works Management Group Public Works Field/Design Public Works Operations Utilities Sanitation/Landfill Operations Group Landfill Sanitation Sanitation & Landfill Street Maintenance Group Storm Sewer Street Foreman Street Superintendent Traffic Group Traffic Water Plant Operations Group Water Plant Water Plant Instrumentation Water Plant Laboratory Water/Wastewater Operations Group Utility Water/Wastewater	Airport Operations Airport Operations Airport Business & Development Airport Facilities Airport Operations Airport Operations & Maintenance Airport Security	Executive Executive Group Communications & Engagement Contract Compliance Disaster Recovery Grants Executive Public Safety Information Outreach Administrative Administrative Support Group Administrative
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Career Tracks:

Support	Operational	Professional	Management	Executive
Support- Entry Level	Operational- Entry Level	Professional- Entry Level	Management- Mid Level	Executive
Support- Mid Level	Operational- Mid Level	Professional- Mid Level	Management- Senior Level	
Support- Senior Level	Operational- Senior Level	Professional- Senior Level		





Job Title	Area	Family/Group	Function	Career Track/Stage	Current Grade	Proposed Grade
Traffic Engineer	Public Works	Traffic Group	Traffic	Management- Senior Level	74	20
Traffic Foreman	Public Works	Traffic Group	Traffic	Management- Mid Level	63	18
TRAFFIC MAINTENANCE TECH III	Public Works	Traffic Group	Traffic	Operational- Senior Level	60	17
Traffic Maintenance Technician II	Public Works	Traffic Group	Traffic	Operational- Mid Level	56	16
TRAFFIC MAINTENANCE TECH	Public Works	Traffic Group	Traffic	Operational- Entry Level	54	15
Traffic Maintenance Worker	Public Works	Traffic Group	Traffic	Operational- Entry Level	50	14

Costing Impact Example:

- **Traffic Area** – The Job Architecture and Compensation Structure outline where each position should fall. These two structures create the foundation of the Compression Analysis. For example, in this scenario there are 6 employees in this area. One is currently slightly over the range maximum and the rest fall within their salary range. One individual is lower in the range than anticipated based on TIP guidelines with a recommended adjustments of \$2,879.
- It is recommended to do a “reality of the business” review with leaders to ensure appropriate range placement and equity across the group.



STAFFING ASSESSMENT TEMPLATE



The **Compensation Structure** and **Job Architecture** create a framework to ensure all positions are classified and compensated appropriately. The structures ensure that positions are market competitive, internally equitable and provide a framework for career progression and pay transparency. When used consistently, they support an organization in maintaining employee engagement, reducing turnover, supporting organizational performance, ensuring sustainability and controlling costs.

Additionally, **Staffing Assessment Models** exist to help organization evaluate their current workforce, determine future staffing needs and ensure strategic plan goals are met through strong human capital.

Additional slides provided in ***Appendix***

Workforce Analysis	Forecasting Needs	Gap Analysis	Cost Analysis	Competency Evaluations
• Current talent assessment – including their roles, performance, skill sets and how they align with organizational goals	• Predicting staffing needs based on anticipated growth, turnover rates, upcoming projects or industry changes	• Identifying skill gaps or staffing shortages where there might be a need for additional headcount or training	• Evaluating costs associated with current staffing levels, potential hires or outsourcing options	• Performance Management – motivating top performance and developing employees with necessary qualifications, skills or certifications that align to business needs



For the upcoming Fiscal Year, maintain the current step structure and process.

Plan for implementation of new pay plan approach for 2027 to ensure positive change management and alignment with overall strategic plan and aspirations.

Thank You!



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APPENDIX



Establish the Value of a Base Pay Structure

- **External Competitiveness** – Ensures we can attract and retain the talent required to support and grow the business
- **Career Progression** – Provides career paths and opportunities for individual contributors and leadership roles
- **Internal Equity** – Supports the principles of fairness in HR practices – employees with similar responsibilities are provided comparable pay opportunities
- **Transparency** – Ensures compensation decisions can be articulated intentionally and consistently
- **Employee Engagement & Talent Retention** – Supports a productive work environment and reduces cost associated with turnover
- **Company Performance** – Recruiting, engaging and retaining top talent means teams have the ability to stay focused on their contributions to organization's mission & vision
- **Business Tool for Sustainability** – Market-based and proactive compensation decision-making processes
- **Cost Control** – Ensuring payroll dollars are allocated effectively (*overpay/underpay*)



EXECUTIVE SUMMARY & RECOMMENDATIONS

Theme	Summary	Recommendation	hp Action Items
Employee Value Proposition	- I'm not sure giving employees a pay increase would solve their perception - Despite the fact that we do compensation studies, employees believe we are not picking the right comparators because it doesn't land where they expect it to - Concern that the pay ranges have too many steps – it takes a long time to make it from the bottom to the top - The Compensation Structure doesn't feel flexible enough to differentiate pay when there are reasons when you should	Compensation Structure Review: - Draft Compensation Philosophy / Total Rewards Philosophy and align to Strategic Plan - Align salary ranges to market spread - Ensure compression or large gaps do not exist across levels - Ensure alignment between Library and COM structures Career Progression / Job Architecture - Create a Career Track that is inclusive of Operators	✓ Draft Compensation Philosophy ✓ Cost of Labor Analysis ✓ Review Salary Structure Step Plan (Fire & Police – Lat Tx) and Grade Structure ✓ Compression Analysis (within and across levels) ✓ City Clerk Position Review ✓ Job Architecture - leveling
More with Less	- Fiscally-minded city council with high expectations and a low desire to fund service, there is an ever-expanding gap - Need to establish trust, employees always fear something is going to be taken away "I think city council members may think that my role is too expensive or not worth the money" - There has been a lot of coasting – projects being overlooked and issues simmering too long before being addressed - We need city council to buy-in to our employees – currently seen as a financial burden or overpaid	Project Management Approach: - Embed a culture of accountability & timeliness that promotes work being completed more efficiently and meeting expectations Data Ownership: - Define metrics for each department that provide quantitative measures of work - Track and consistently report out trends in each department (broad awareness) - Leverage best practices/industry standards for staffing ratios/standards Collective department budgeting	✓ HR Staffing ✓ HR Service Catalog ✓ HR Taxonomy ✓ Project Plan Template/ Agenda/ Meeting Minutes Frameworks ✓ SWOT Analysis Framework
Communication & Trust	- Previously, we were not given any feedback from council. Now we are receiving constructive criticism and it's making people wonder if their professionalism is being questioned - It feels like many questions are going to legal because people want some type of coverage - We can do better – with PTO it wasn't lack of it, but there was distrust in the process	Leader Training & Development: - Consider Insights Profiles or some type of leader training aimed at improving communication and self-awareness Develop Proactive Internal Communication Strategy: - Determine several avenues of communication - Some people do not regularly sit at a computer - Collaborate with PIO + Internal Communications - Change management, ability for quick/rapid communication when needed	✓ Draft communication (FAQ's/MTP's) for compensation work (comparators) and any adjustments because of this project
Pay for Performance	- We are not ready; it may impact morale, and we already have concerns about it being an honest process - We need to be fair to the high performers - Concern around misinterpretation of personnel files	Performance Management Re-design/Update: - Update the current performance review process so that it obtains accurate and motivating reviews balances with the sensitivity of open records laws - Ensure that there is an effective strategy for coaching, developing or exiting employees who are not performing well	✓ Hp could provide future support in developing PM process ✓ Hp could provide future support in conduct employee factors exercise



INTERVIEW FACILITATION GUIDE

- ✓ **How do you see COM's Vision, Mission and Values connecting with this project?**
 - Vision: Nurture Minot's reputation as an attractive hub for economic activity and residency in North Central North Dakota.
 - Mission: To enhance the employment and tax base of the City of Minot through the active development of quality projects in the neighborhoods, downtown and the entire city. To strengthen the capacity and resiliency of the City through thoughtful assistance and proactive administration of programs.
 - PRIDE Values: Professionalism | Responsibility | Integrity | Dedication | Excellence
- ✓ **How would your employees describe their experience working at CoM? What words would they use to define the company culture?**
- ✓ **What are the community's expectations for your department? Are there any service gaps that need to be addressed, and what is your vision for the department's future?**
- ✓ **How well do departments across CoM collaborate? Are there existing silos that should be addressed, or opportunities for cross-training to enhance support?**
- ✓ **Can you describe the staffing structure in your area? What metrics—such as service calls or seasonal variations—do you use to assess efficiency and staffing needs?**
- ✓ **How do you determine the optimal staffing levels and the types of positions needed for your team? What factors influence your decision to add a new role, and how do you identify the required skill set?**
- ✓ **Are there challenges related to compensation within your department? Do you have concerns about employee turnover?**
- ✓ **What do you value most in a compensation structure? In your opinion, what is the most critical aspect of having one in place?**
- ✓ **What is your perspective on compensation transparency? How effectively does the city communicate compensation details to employees?**
- ✓ **How important is career progression within your department? How do promotions—both horizontal and vertical—typically occur? Do you feel there are enough career stages to support employee growth?**
- ✓ **Should CoM adjust employee pay based on individual performance? What are your thoughts on performance-based compensation?**
- ✓ **How do you believe employees value compensation compared to other benefits and offerings?**

Review Process

1. Using the ERI Geographic Assessor, hp pulled data for 4 locations for Cost of Labor
2. Minimum wage laws reviewed
3. Hp reviewed the salary distribution of all current incumbents. Salary Thresholds reviewed representative of salaries of which most employees reside
4. Locations compared to National
 - Example: National = 100%, 93% would indicate that location/threshold is 7% less than the national average

Employee Distribution

Hourly Population	# of Employees
\$10-\$20	35
\$20-\$30	191
\$30-\$40	124
\$40-\$50	33
\$70-\$80	1
Grand Total	384

Salary Population	# of Employees
\$0-\$1000	1
\$2000-\$3000	17
\$3000-\$4000	22
\$4000-\$5000	28
\$5000-\$6000	6
\$6000-\$7000	4
\$7000-\$8000	1
>\$8000	1
Grand Total	80

ND Minimum Wage = \$7.25/hour

Lowest current pay grade: 38 (\$32,414 - \$48,118)

Lowest utilized pay grade: 44 (\$37,590 - \$55,802)



Structure Observations:

- *There are 62 unique grades/salary ranges labeled 38 – 100*
 - 162 jobs at COM in the census file, 175 in Occupation Class table (lowest utilized grade is 44, highest utilized grade is 98)
 - All grades are 17 steps
 - Midpoint progression (3%) and width (48%) are consistent throughout all grades
 - 93% Overlap

	Hourly			Annual			Structure Development				
<u>Grade</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>MPP</u>	<u>Min</u>	<u>Max</u>	<u>Width</u>	<u>Overlap</u>
38	\$15.58	\$18.99	\$23.13	\$32,414	\$39,493	\$48,118	-	0.82	1.22	48%	-
39	\$15.97	\$19.46	\$23.71	\$33,224	\$40,480	\$49,321	103%	0.82	1.22	48%	93%
40	\$16.37	\$19.95	\$24.30	\$34,054	\$41,492	\$50,554	103%	0.82	1.22	48%	93%
41	\$16.78	\$20.45	\$24.91	\$34,906	\$42,529	\$51,818	103%	0.82	1.22	48%	93%
42	\$17.20	\$20.96	\$25.54	\$35,778	\$43,593	\$53,113	103%	0.82	1.22	48%	93%
43	\$17.63	\$21.48	\$26.17	\$36,673	\$44,682	\$54,441	103%	0.82	1.22	48%	93%
44	\$18.07	\$22.02	\$26.83	\$37,590	\$45,799	\$55,802	103%	0.82	1.22	48%	93%
45	\$18.52	\$22.57	\$27.50	\$38,530	\$46,944	\$57,197	103%	0.82	1.22	48%	93%



STRUCTURE USAGE | RANGE PLACEMENT

Learning

0% to 25% RP – for employees who are new to the position, via hiring or promotion. May have zero to limited experience and will be on a learning curve

Developing

25% to 50% RP – for employees who have gained some experience, who are building their skill set and are proving to be a good performer. Does not possess enough experience or skill set to be paid at the midpoint/market yet

Proficient

50% to 75% RP – this part of the salary range is appropriate for competent, seasoned employees who bring desired experience, knowledge, skill set and who consistently meet performance expectations

Advanced

75% to 100% RP – typically used for consistently high achieving employees who possess great experience and skill set for their position. Employees in this part of the salary range should be reviewed for promotion readiness.

Fire Structure Market Review:

Each range aligns tightly with Minot All-Industries and Government Support Services data cuts in ERI

Steps are 2.5% apart and Promotions are 2.5% apart per grade (varies)

Consider decreasing number of steps and increases % for promotion

Fire Chief – Recommend utilizing salary grade rather than steps

FIREFIGHTER																		
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
58	2912 Rate	\$18.24	\$18.70	\$19.16	\$19.64	\$20.13	\$20.64	\$21.15	\$21.68	\$22.22	\$22.78	\$23.35	\$23.93	\$24.53	\$25.14	\$25.77	\$26.42	\$27.08
	2080 Rate	\$25.54	\$26.17	\$26.83	\$27.50	\$28.19	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.69	\$33.50	\$34.34	\$35.20	\$36.08	\$36.98	\$37.91
	Yearly	\$53,113	\$54,441	\$55,802	\$57,197	\$58,627	\$60,093	\$61,595	\$63,135	\$64,713	\$66,331	\$67,990	\$69,689	\$71,432	\$73,217	\$75,048	\$76,924	\$78,847
FIREFIGHTER, SENIOR																		
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
60	2912 Rate	\$19.16	\$19.64	\$20.13	\$20.64	\$21.15	\$21.68	\$22.22	\$22.78	\$23.35	\$23.93	\$24.53	\$25.14	\$25.77	\$26.42	\$27.08	\$27.75	\$28.45
	2080 Rate	\$26.83	\$27.50	\$28.19	\$28.89	\$29.61	\$30.35	\$31.11	\$31.89	\$32.69	\$33.50	\$34.34	\$35.20	\$36.08	\$36.98	\$37.91	\$38.85	\$39.83
	Yearly	\$55,802	\$57,197	\$58,627	\$60,093	\$61,595	\$63,135	\$64,713	\$66,331	\$67,990	\$69,689	\$71,432	\$73,217	\$75,048	\$76,924	\$78,847	\$80,818	\$82,839
FIRE CAPTAIN																		
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
69	2912 Rate	\$23.93	\$24.53	\$25.14	\$25.77	\$26.42	\$27.08	\$27.75	\$28.45	\$29.16	\$29.89	\$30.63	\$31.40	\$32.19	\$32.99	\$33.81	\$34.66	\$35.53
	2080 Rate	\$33.50	\$34.34	\$35.20	\$36.08	\$36.98	\$37.91	\$38.85	\$39.83	\$40.82	\$41.84	\$42.89	\$43.96	\$45.06	\$46.19	\$47.34	\$48.52	\$49.74
	Yearly	\$69,689	\$71,432	\$73,217	\$75,048	\$76,924	\$78,847	\$80,818	\$82,839	\$84,910	\$87,032	\$89,208	\$91,438	\$93,724	\$96,067	\$98,469	\$100,931	\$103,454
BATTALION CHIEF																		
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
76	2912 Rate	\$28.45	\$29.16	\$29.89	\$30.63	\$31.40	\$32.19	\$32.99	\$33.81	\$34.66	\$35.53	\$36.42	\$37.33	\$38.26	\$39.21	\$40.20	\$41.20	\$42.23
	2080 Rate	\$39.83	\$40.82	\$41.84	\$42.89	\$43.96	\$45.06	\$46.19	\$47.34	\$48.52	\$49.74	\$50.98	\$52.26	\$53.56	\$54.90	\$56.27	\$57.68	\$59.12
	Yearly	\$82,839	\$84,910	\$87,032	\$89,208	\$91,438	\$93,724	\$96,067	\$98,469	\$100,931	\$103,454	\$106,041	\$108,692	\$111,409	\$114,194	\$117,049	\$119,975	\$122,975
FIRE CHIEF																		
Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
90	HOURLY	\$56.27	\$57.68	\$59.12	\$60.60	\$62.12	\$63.67	\$65.26	\$66.89	\$68.56	\$70.28	\$72.03	\$73.84	\$75.68	\$77.57	\$79.51	\$81.50	\$83.54
	BIWEEKLY	\$4,501.88	\$4,614.43	\$4,729.79	\$4,848.03	\$4,969.23	\$5,093.47	\$5,220.80	\$5,351.32	\$5,485.11	\$5,622.23	\$5,762.79	\$5,906.86	\$6,054.53	\$6,205.89	\$6,361.04	\$6,520.07	\$6,683.07
	Yearly	\$117,049	\$119,975	\$122,975	\$126,049	\$129,200	\$132,430	\$135,741	\$139,134	\$142,613	\$146,178	\$149,833	\$153,578	\$157,418	\$161,353	\$165,387	\$169,522	\$173,760



MARKET REVIEW FOR SELECT ROLES

Police Structure Market Review:

Each range aligns tightly with Minot All-Industries and Government Support Services data cuts in ERI

Steps are 2.5% apart and Promotions are 2.5% apart per grade (varies)

Consider decreasing number of steps and increases % for promotion

Police Chief – Recommend utilizing salary grade rather than steps

Include Deputy Chief Role

Probationary

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
60	Hourly	\$26.83	\$27.50	\$28.19	\$28.89	\$29.61	\$30.3	\$31.11	\$31.89	\$32.69	\$33.50	\$34.34	\$35.20	\$36.08	\$36.98	\$37.91	\$38.85	\$39.83
	Pay Period	\$2,146	\$2,200	\$2,255	\$2,311	\$2,369	\$2,42	\$2,489	\$2,551	\$2,615	\$2,680	\$2,747	\$2,816	\$2,886	\$2,959	\$3,033	\$3,108	\$3,186
	Monthly	\$4,650	\$4,766	\$4,886	\$5,008	\$5,133	\$5,26	\$5,393	\$5,528	\$5,666	\$5,807	\$5,953	\$6,101	\$6,254	\$6,410	\$6,571	\$6,735	\$6,903
	Yearly	\$55,802	\$57,197	\$58,627	\$60,093	\$61,595	\$63,13	\$64,713	\$66,331	\$67,990	\$69,689	\$71,432	\$73,217	\$75,048	\$76,924	\$78,847	\$80,818	\$82,839
62	Hourly	\$28.19	\$28.89	\$29.61	\$30.35	\$31.11	\$31.8	\$32.69	\$33.50	\$34.34	\$35.20	\$36.08	\$36.98	\$37.91	\$38.85	\$39.83	\$40.82	\$41.84
	Pay Period	\$2,255	\$2,311	\$2,369	\$2,428	\$2,489	\$2,55	\$2,615	\$2,680	\$2,747	\$2,816	\$2,886	\$2,959	\$3,033	\$3,108	\$3,186	\$3,266	\$3,347
	Monthly	\$4,886	\$5,008	\$5,133	\$5,261	\$5,393	\$5,52	\$5,666	\$5,807	\$5,953	\$6,101	\$6,254	\$6,410	\$6,571	\$6,735	\$6,903	\$7,076	\$7,253
	Yearly	\$58,627	\$60,093	\$61,595	\$63,135	\$64,713	\$66,33	\$67,990	\$69,689	\$71,432	\$73,217	\$75,048	\$76,924	\$78,847	\$80,818	\$82,839	\$84,910	\$87,032
64	Hourly	\$29.61	\$30.35	\$31.11	\$31.89	\$32.69	\$33.5	\$34.34	\$35.20	\$36.08	\$36.98	\$37.91	\$38.85	\$39.83	\$40.82	\$41.84	\$42.89	\$43.96
	Pay Period	\$2,369	\$2,428	\$2,489	\$2,551	\$2,615	\$2,68	\$2,747	\$2,816	\$2,886	\$2,959	\$3,033	\$3,108	\$3,186	\$3,266	\$3,347	\$3,431	\$3,517
	Monthly	\$5,133	\$5,261	\$5,393	\$5,528	\$5,666	\$5,80	\$5,953	\$6,101	\$6,254	\$6,410	\$6,571	\$6,735	\$6,903	\$7,076	\$7,253	\$7,434	\$7,620
	Yearly	\$61,595	\$63,135	\$64,713	\$66,331	\$67,990	\$69,68	\$71,432	\$73,217	\$75,048	\$76,924	\$78,847	\$80,818	\$82,839	\$84,910	\$87,032	\$89,208	\$91,438
69	Hourly	\$33.50	\$34.34	\$35.20	\$36.08	\$36.98	\$37.9	\$38.85	\$39.83	\$40.82	\$41.84	\$42.89	\$43.96	\$45.06	\$46.19	\$47.34	\$48.52	\$49.74
	Pay Period	\$2,680	\$2,747	\$2,816	\$2,886	\$2,959	\$3,03	\$3,108	\$3,186	\$3,266	\$3,347	\$3,431	\$3,517	\$3,605	\$3,695	\$3,787	\$3,882	\$3,979
	Monthly	\$5,807	\$5,953	\$6,101	\$6,254	\$6,410	\$6,57	\$6,735	\$6,903	\$7,076	\$7,253	\$7,434	\$7,620	\$7,810	\$8,006	\$8,206	\$8,411	\$8,621
	Yearly	\$69,689	\$71,432	\$73,217	\$75,048	\$76,924	\$78,84	\$80,818	\$82,839	\$84,910	\$87,032	\$89,208	\$91,438	\$93,724	\$96,067	\$98,469	\$100,931	\$103,454
74	Hourly	\$37.91	\$38.85	\$39.83	\$40.82	\$41.84	\$42.8	\$43.96	\$45.06	\$46.19	\$47.34	\$48.52	\$49.74	\$50.98	\$52.26	\$53.56	\$54.90	\$56.27
	Pay Period	\$3,033	\$3,108	\$3,186	\$3,266	\$3,347	\$3,43	\$3,517	\$3,605	\$3,695	\$3,787	\$3,882	\$3,979	\$4,078	\$4,180	\$4,285	\$4,392	\$4,502
	Monthly	\$6,571	\$6,735	\$6,903	\$7,076	\$7,253	\$7,43	\$7,620	\$7,810	\$8,006	\$8,206	\$8,411	\$8,621	\$8,837	\$9,058	\$9,284	\$9,516	\$9,754
	Yearly	\$78,847	\$80,818	\$82,839	\$84,910	\$87,032	\$89,20	\$91,438	\$93,724	\$96,067	\$98,469	\$100,931	\$103,454	\$106,041	\$108,692	\$111,409	\$114,194	\$117,049
79	Hourly	\$42.89	\$43.96	\$45.06	\$46.19	\$47.34	\$48.5	\$49.74	\$50.98	\$52.26	\$53.56	\$54.90	\$56.27	\$57.68	\$59.12	\$60.60	\$62.12	\$63.67
	Pay Period	\$3,431	\$3,517	\$3,605	\$3,695	\$3,787	\$3,88	\$3,979	\$4,078	\$4,180	\$4,285	\$4,392	\$4,502	\$4,614	\$4,730	\$4,848	\$4,969	\$5,093
	Monthly	\$7,434	\$7,620	\$7,810	\$8,006	\$8,206	\$8,41	\$8,621	\$8,837	\$9,058	\$9,284	\$9,516	\$9,754	\$9,998	\$10,248	\$10,504	\$10,767	\$11,036
	Yearly	\$89,208	\$91,438	\$93,724	\$96,067	\$98,469	\$100,93	\$103,454	\$106,041	\$108,692	\$111,409	\$114,194	\$117,049	\$119,975	\$122,975	\$126,049	\$129,200	\$132,430
90	Hourly	\$56.27	\$57.68	\$59.12	\$60.60	\$62.12	\$63.6	\$65.26	\$66.89	\$68.56	\$70.28	\$72.03	\$73.84	\$75.68	\$77.57	\$79.51	\$81.50	\$83.54
	Pay Period	\$4,502	\$4,614	\$4,730	\$4,848	\$4,969	\$5,09	\$5,221	\$5,351	\$5,485	\$5,622	\$5,763	\$5,907	\$6,055	\$6,206	\$6,361	\$6,520	\$6,683
	Monthly	\$9,754	\$9,998	\$10,248	\$10,504	\$10,767	\$11,03	\$11,312	\$11,595	\$11,884	\$12,182	\$12,486	\$12,798	\$13,118	\$13,446	\$13,782	\$14,127	\$14,480
	Yearly	\$117,049	\$119,975	\$122,975	\$126,049	\$129,200	\$132,43	\$135,741	\$139,134	\$142,613	\$146,178	\$149,833	\$153,578	\$157,418	\$161,353	\$165,387	\$169,522	\$173,760



People & Capabilities

- Are we staffed with the right skills and capacity to deliver our key outcomes?

Process & Efficiency

- Are our process and workflows integrated end-to-end, minimizing rework & defects?

Technology

- Is our tech landscape consolidated, low maintenance and generating insights?

Employee Experience

- Have we made it easy for employees to get their needs met through our delivery model and technology?

Framework

Approach

1. Initial fact-finding

- ☒ HR strategy & key outcomes
- ☒ HR structure and delivery model
- ☒ Employee populations & segmentation

2. Assessment

- ☒ **HR best practice workshops**
- ☐ Leader interviews
- ☐ Employee/Manager VoC (optional)

3. Planning

- ☐ herronpalmer recommendations
- ☐ Prioritized improvements
- ☐ Reality-based roadmap

SAMPLE HR OPERATIONS REVIEW HEATMAP

Domain	People / Capabilities	Process & Efficiency	Technology	Employee Experience	Observations	Recommendations
Function Mgmt						
Project Management						
Analytics						
Workforce Planning						
Talent Acquisition						
Org Development						
Talent Management						
Employee Relations						
Compensation						
Health & Wellness						
Wealth & Retirement						
Payroll & Time						
Workforce Admin						
Technology						

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IMPROVEMENT ROADMAP

Initiative	Approach	Priority	Difficulty	Timing
Update Workday LoA form configuration: display work state, store, district, region, territory, & area, original Hire Date and other relevant dates	List desired changes to LoA form, submit HRIT request to implement.	High	Low	In-process
Improve coordination with Workers Comp team	Begin monthly joint case reviews to identify potential handoff cases, and to ensure documentation handoff	High	Low	Now
Standardize physical requirements documentation via Occupational Therapist to create greater consistency in interactive process & accommodations	Identify standard store and SC roles, then hire OT firm to assess roles, use historical accommodation requests and RTW paperwork to document detailed physical requirements that can be used to make interactive process more objective	High	High	Q1 '25
Add personal contact with TM at leave initiation	Leverage contact center or newfound LoA team capacity (post tech implementation), develop script, add to KB & implement	Medium	Medium	Q4 '24
Rethink Workday statuses to make consistent with actual leave reason	Partner with Payroll, WC and HRIT to refine statuses and the circumstances for each, also add TM contact at initiation.	Lower	Medium	Q4 '24
Education and accountability for managers to apply consistent criteria for placing employees on leave	Gather VoC from managers to understand scenarios & develop visual decision tree that can be posted in store (collab w/ WC)	Medium	Medium	Q4 '24
Educate managers and TMs on end-to-end process	Document E-2-E process & solicit VoC, then work with learning team to develop training, store flyers, etc.	Medium	Medium	Q4 '24
Implement formal Workday task for TMs to validate contact information annually (or more frequently)	Work with other HR functions to determine scope of TM data confirmation, submit ticket and work with HRIT.	Lower	Low	Q4 '24
Standardize paid parental payout method (lump sum vs by pay period)	Agree on standard method, work with Payroll & HRIT to implement, update policy if needed (tied to direct bill design)	Lower	Medium	Q4 '24
Standardize how Flex Time is paid out for salaried employees on leave	Modify Flex Time payout guidelines during leaves to define payout when leave begins, exceptions for when significant vacation already used or payout occurred for recent leave.	Medium	High	Q1 '25

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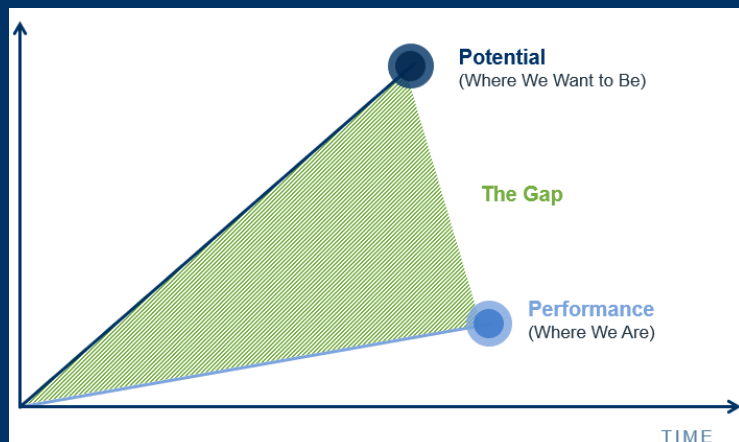


HR EXAMPLE

Service Summary

Leadership	Function Management	PMO/TMO/CI	Analytics & Insights	Workforce Planning
Talent	Talent Acquisition	Learning & Development	Talent Management	Employee Relations
	Candidate Sourcing & Engagement	Leadership Development	Goal & Performance Management	Investigations
	Screening, Assessment & Selection	Learning Design	Calibration	Labor Relations
	Recruiting Administration	Content Purchase & Curation	Succession Planning	Policy Management
	Offer & Onboarding	LMS Administration	Career Pathing / Mobility	Performance Coaching
	Contingent Worker Management	Skill & Competency Management	Assessment	Change Mgmt / Organizational Design
	Relocation	Culture & Inclusion	Mentoring	HR Service Coordination
Total Rewards	Compensation	Health & Wellness	Wealth & Retirement	
	Job & Grade Management	Plan Design	Defined Benefit (Pension) Design & Eligibility	
	Salary Planning	Open Enrollment	Defined Benefit Administration	
	Bonus, Equity & Commission Program Design	EAP / Wellness Design & Education	Defined Contribution Design & Eligibility	
	Compensation Administration	Benefits Administration	Deferred & Other Specialty Programs	
Operations	Payroll & Time	Workforce Administration / Service Center	Technology	
	Payroll Processing	Employee Data Management	Landscape Architecture & Governance	
	Payroll Administration	Case / Call Management	Employee Experience	
	Payroll Tax & Accounting	Knowledge Management	Configuration	
	Timekeeping	Reporting	Integration & Security	
Ancillary	Safety & Environmental	Facilities	Internal Communications	Event Management
		Others...		
		Current HR Scope	Opportunities (New Scope)	Not in HR Scope

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Analysis

Comparators

CITY	Ratio
Mandan	1 per every 100*
West Fargo	1 per every 75
Williston	1 per every 70*
Minot	1 per every 113
Grand Forks	1 per every 92
Bismarck	1 per every 112
Rapid City	1 per every 107
Fargo	1 per every 82

Operating Model





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Date: July 2, 2025
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (July 2025)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the July 7, 2025 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. Parkview MHP, LLC

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Abigale R. Griffin and Howard Roston

Current Status: Pending in District Court
Status Conference set for 3/30/26

Property owned by Parkview MHP, LLC is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. The City Council approved an eminent domain resolution at its August 5, 2024 regular meeting. The City filed its summons and complaint on September 9, 2024. An Answer has been filed and served. Judge Mattson filed a recusal in this matter on February 24 and the case was reassigned to Judge Cresap. An executive session was held with the Council on May 5 at 4:30pm to discuss negotiating strategy and provide negotiating instructions to the City's counsel.

July: A status conference was scheduled for 9am on March 30, 2026. Negotiations are ongoing and the discovery phase has commenced and will remain ongoing.

B. Other Civil Matters:

1. Marianne Bender and Doug Bender v. City of Minot

Counsel: Howard Swanson
Appointed by Airport Premises Insurance

Opposing Counsel: Steve Lautt/Debra Hoffarth

Current Status: Resolved – Order and Judgment of Dismissal entered.

On February 3, 2022, the City was served with a summons and complaint by Plaintiffs. The complaint alleges the City was negligent in properly maintaining its

entry ways at the Minot International Airport which caused a slip and fall incident to occur on or about February 17, 2019. The airport's premises insurance (Endurance) appointed Howard Swanson to defend the City in this lawsuit. Attorney Swanson has served an answer on Plaintiffs.

Nearly three years after being served with the Summons and Complaint, the Plaintiffs filed the Summons and Complaint in Court on January 24, 2025. The City of Minot filed an Answer on January 28, 2025 along with a jury trial demand. A three-day jury trial to be held on September 15, 16, and 17 of this year.

On March 28, 2025, the City filed a motion for summary judgment asking the Court to dismiss the Plaintiffs claim. A stipulation/agreement was entered into on April 21, 2025 extending Plaintiff's time to respond to the motion for summary judgment. The Parties attended a mediation on this matter on May 15th. As a result of the mediation a written settlement agreement was approved by the City's insurance company.

July: On June 26th the Parties filed a stipulation of dismissal whereby the claims of all parties were dismissed with prejudice and without cost, disbursements, or attorney fees to any party. In accordance with the stipulation, an order and judgment for dismissal were entered. This matter is now considered resolved.

2. Liberty Sierra Vista, LLC /Storm Sewer District 121 – Hotel Revel

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Ryan Simatic

Current Status: Scheduling Conference set for 7/17/25
Jury Trial set for 10/28/25, 10/29/25, 10/30/25

In 2023, the City of Minot reached out to Liberty Sierra to negotiate a temporary and permanent easement to complete Storm Sewer District 121. On January 16, 2024, Liberty Sierra Vista, LLC sent a letter to the City's contractor in connection with Storm Sewer District 121's impact on the Hotel Revel and its operations. Liberty Sierra claims that while they are not opposed to improving drainage and flood protection in the area, the storm sewer project will allegedly have significant economic impacts on the hotel and is demanding compensation well in excess of what City staff and its contractor believes is reasonable or appropriate for a temporary drainage easement. In February, the City Council approved retaining John Warcup, of Swanson & Warcup, Ltd, to assist with negotiations for this storm sewer project and any necessary eminent domain proceedings. On July 1, the City Council approved an agreement that would allow progress on the storm sewer project to continue while the Parties continue to negotiate and determine a final amount of just compensation to acquire temporary and permanent easements.

In sum, the terms of the agreement have the City Council remitting \$35,362.95 as payment and consideration to Liberty Sierra Vista, LLC in exchange for the necessary easements on the property – but reserves the issue of determining a final amount of just compensation for further negotiation. This will allow construction on the project to continue and avoid construction delays. The agreement contemplates that eminent domain proceedings will be commenced if the parties do not believe negotiations are progressing.

The City Engineer, Attorney, and outside counsel agreed that negotiations with the property owner were not progressing, and the City Council passed a resolution authorizing use of eminent domain on August 5, 2024. The City's contract counsel filed a summons and complaint on Liberty Sierra Vista, LLC. Liberty Sierra Vista, LLC filed a motion for pro hoc vice to allow out of state counsel to make an appearance on their behalf on September 20, 2024 – but on September 30, 2024 their counsel filed a motion to withdraw their request for admission. On October 3, contract counsel began negotiations with Liberty Sierra Vista, LLC's new counsel, Ryan Simatic. The City's attorney approached Liberty Sierra Vista's attorney regarding signing the agreement the Council approved in July, 2024 and Liberty Sierra Vista declined.

On November 4, the City applied to the Court for an order requiring a jury to be summoned to hear the case, and Liberty Sierra's counsel filed a brief on November 14 opposing the same. On January 16, the Defendant filed a motion to dismiss, or in the alternative, compel the City to file an amended complaint arguing the complaint is defective because the duration or start date of the temporary construction easement isn't stated. The City filed a response resisting the motion. A hearing was held February 24th to address both motions and the City's application for an order to summon a jury. The Judge directed the parties to report back by March 5 regarding whether they can reach an agreement on the beginning date and duration of the construction easement. If the parties cannot reach an agreement, a trial will be set sometime in May, June, or July.

On March 8 2025, Defendant and City signed a stipulation agreement that grants the City a temporary easement for one year beginning on June 1, 2025 and a permanent easement that the City may take possession of on June 1, 2025. Just compensation for the taking of the permanent easement and the temporary easement have yet to be determined. On April 1, 2025, Judge Cresap signed an order granting the aforementioned easements to the City.

July: The Court scheduled a scheduling conference for July 17, 2025. Discovery and negotiations are ongoing.

3. First International Bank & Trust v. the North Dakota State Fair Foundation, City of Minot, et. al.

Counsel: Stefanie Stalheim

Opposing Counsel: Blaine T. Johnson, Benjamin Sand

Current Status: Resolved/Dismissed as to the City of Minot

The City was named as a Defendant in a foreclosure action filed by First International Bank & Trust (First International) because the City was subsequently granted a sewer easement on the subject property. Mayor Ross admitted service of the Summons and Complaint on December 18, 2024. Given the nature of the City's interest, First International was willing to subordinate their mortgage to the City's easement. City received an electronic copy of the consent and subordination of mortgage from First International on April 4, 2025.

July: On May 22, 2025, the Plaintiff dismissed the action against the City of Minot with prejudice in light of the Lender Consent and Subordination of Mortgage on record with the recorder's office. This matter is now considered resolved as to the City's interest.

4. **Josiah Roise v. City of Minot and Ward County**

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: Federal Suit filed

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

The City submitted this case to the North Dakota Insurance Reserve Fund (NDRF), who appointed attorney Lawrence King to represent the City in this matter.

C. **City Business:**

1. **City Department Legal Support** – This Office provided legal support to the City’s City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:
 - a. **Employment Investigations:** Attorney Stalheim has sent reminders to City Management, HR, and Police Departments to continue to work through the recommendations made in the police department and mayoral investigative reports. She has been assured progress towards addressing the recommendations will resume following preliminary budgeting meetings.
 - b. **Electronic Records Digitization:** The City Attorney’s Office continues to work with HR and the Minot Police Department to start transferring its records to a digital format.
 - c. **2025 Goals and 2026 Budget:** City Attorney’s Office staff are working towards our 2025 office goals and continue to review and refine our 2026 budget allocation.
 - d. **Superfund Site Meetings/Document Review:** Attorney Stalheim continues to attend meetings and have discussions with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site to discuss amending the operations and maintenance plan to allow the park district to use the site.
 - e. **Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren submitted a draft preliminary agreement, and staff has forwarded the same to Edgewood to review and consider. The City Attorney’s Office defers questions regarding status of this project to the Community and Economic Development Director.
 - f. **Attorney General Open Meetings Response:** The City Attorney responded to a complaint filed with the North Dakota Attorney General’s Office alleging executive sessions held regarding the Nok Back Tavern purchase. The City has not yet received an opinion on this matter.
 - g. **Snow Removal Procedures:** Attorneys Schmitz and Dickerson have been attending meetings with Public Works staff to discuss snow removal policies and procedures for next year.

- h. **Building and Planning Code Nonconforming Properties:** Attorneys Stalheim and Dickerson are providing counsel to staff regarding several properties that are not in compliance with building and zoning codes.
- i. **City Pound:** Assistant City Attorney Schmitz is working with Minot Police Department on various City Pound Matters.
- j. **Property Tax Reduction Questions:** Attorney Stalheim provided counsel to the Assessor and City Manager regarding County property tax reductions and viability/cost effectiveness of pursuing legal recourse.
- k. **Special Election for Mayoral Vacancy:** Attorney Stalheim attended meetings regarding sorting out logistics for the upcoming mayoral election.
- l. **Tall Grass and Weed Nuisance:** Assistant City Attorney Dickerson is working with Public Works Operations Director, Bryan Banfill, and his team on reviewing the Tall Grass and Weed Nuisance notification, abatement, and enforcement process.
- m. **Fire Inspections:** Assistant City Attorney Schmitz is working with Minot Fire Department to develop a new inspection reporting process using a third-party contractor.
- n. **City/County Jail Contract:** Attorneys Schmitz and Stalheim met with finance and pd staff to review and discuss the current jail contract.
- o. **Children's Library Remodel Discussion:** Attorney Stalheim continues to receive questions on finalizing the library remodel contract.
- p. **Broadway Circle Agreement:** Attorneys Dickerson and Stalheim attended a meeting regarding the Broadway Circle operator's agreement and lease agreements.
- q. **CDM Smith Master Services Agreement:** Attorney Stalheim reviewed and provided comment on the MSA with CDM Smith.
- r. **Recycling Transport Contract Renewal:** Attorney Dickerson provided counsel on this contract renewal.
- s. **Burdick Job Corps MOU:** Attorney Schmitz reviewed and provided comment on an MOU for Minot Police Department and Burdick Job Corps.
- t. **Central Dakota Forensic Nurse Examiners MOU:** Attorney Schmitz reviewed and provided comment on an MOU for Minot Police Department and Central Dakota Forensic Nurse Examiners.
- u. **Mutual Support MOU:** Attorney Schmitz reviewed and provided comment on an MOU for Mutual Support between Minot Police Department, the 5th Bomb Wing, 5th Security Forces Squadron, Ward County Sheriff's Department, and North Dakota Highway Patrol.
- v. **EMS Support MOU:** Attorney Schmitz reviewed and provided comment on an MOU between Minot Fire Department and 5th Civil Engineer Squadron for the purposes of cooperation on EMS support and coverage of events.
- w. **Wegnar Construction Insurance Request:** Attorney Dickerson sat in on a call with Wegnar Construction and their attorney to discuss insurance requirements on the storm sewer construction project near the Revel Hotel.

2. **Ordinance/Policy Revisions:**

- a. **Alcohol Ordinances:** The City Attorney, Clerk, and Police Department leadership are doing a table-top review of the proposed alcohol ordinance amendments to identify any issues and concerns with the draft before it returns to the City Council for consideration.
- b. **Public Works Director Ordinances:** Attorney Dickerson is reviewing the City's ordinance references to the 'Public Works Director' with public works staff to confirm references are consistent with present practices in light of recent restructuring of that position.

- c. **Bulk Trash Collection Ordinance:** Assistant City Attorney Dickerson is working with Utilities Director, Jason Sorenson, and his team on drafting a Bulk Trash Collection Ordinance and making updates to Chapter 14 – Garbage and Trash Ordinance.
 - d. **Public Comment Ordinances:** Attorney Stalheim drafted proposed a proposed public comment/personal appearances policy in light of the latest amendments to state law by the North Dakota legislature.
 - e. **Criminal/Traffic Ordinances:** Attorney Schmitz is in the process of reviewing and drafting criminal and traffic ordinance changes based on changes to North Dakota Century Code during the 2025 legislative session.
3. **Sexual Harassment Training:** The City Attorney staff attended the mandatory sexual harassment training provided by the human resources department and Curalink.
4. **City Manager Committees:** Attorney Dickerson has been serving on the Employee Recognition Committee. Each of the City’s attorneys are also serving on various committees for City Management concerning how to best achieve the City’s aspirations.
5. **Assistant City Attorney Portfolios:** The City Attorney’s Office created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. After conducting a strengths findings assessment and consulting with Department Heads and City Administration, our office restructured our portfolio assignments to maximize our strengths as follows:
- a. **Stefanie Stalheim:** City Council, City Manager, Human Resources, Finance/NDR-CDBG, Assessors, and Library;
 - b. **Nick Schmitz:** Municipal Court, Fire Department, and Police Department – the “Public Safety” Portfolio;
 - c. **Corbin Dickerson:** Airport, Engineering, Public Works, Community and Economic Development, and Planning Commission – the “Community Development Portfolio”.

Attorneys Schmitz and Dickerson continue to maintain regular, weekly office hours on site at the Airport, Public Works, Fire, and Police Departments.

While all city attorneys are available to City staff and officials for consultation, it is our hope that the portfolio system will allow our attorneys to develop an expertise within their assigned portfolios and, in turn, increase response time and provide more specialized services. The City Attorney’s Office also has a weekly staff meeting to brief our group on office and City activities. The City Attorney’s Office is always accepting comment on the portfolio workflow system to determine if it is meeting its intended purpose of improving efficiencies. Feedback can be emailed to the City Attorney at stefanie.stalheim@minotnd.gov.

II. **Criminal Matters**

- A. **Minot Municipal Court:** Assistant City Attorney Schmitz handled routine and daily matters in Minot Municipal Court for criminal prosecution (trials) and civil ordinance violations, as well as approval or initiation of criminal complaints for ordinance violations.
- a. **Annual Case Totals:** Below are tables documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, 2024 and January through April, 2025. May 2025 totals were not available at the time of the publishing of this memo.

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

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

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459
April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
August	119	285	404
September	104	174	278
October	123	186	309
November	64	156	220
December	78	172	250
totals	1449	3098	4547

2025	Criminal	Traffic	Total
January	72	166	238
February	90	193	283
March	79	234	313
April	123	232	355
May	92	174	266
June	116	206	322
July			
August			
September			
October			
November			
December			
totals			

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

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

B. District Court: Assistant City Attorney Schmitz attended and responded to the scheduling of District Court transfer cases involving initial appearances, motion responses, motion hearings, status conferences, pretrial conferences, and order to show cause proceedings for criminal

cases originating in the Minot Municipal Court and subsequently transferred to the Ward County District Court.

Respectfully Submitted,

X *Stefanie Stalheim*

Stefanie Stalheim
City Attorney



TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: July 7, 2025

**SUBJECT: PUBLIC HEARING: CASE M-110: REQUEST BY AKSAL GROUP, LLC,
FOR CONDITIONAL APPROVAL OF AN EIGHT (8) YEAR PROPERTY
TAX BENEFIT FOR THE REHABILITATION OF A COMMERCIAL
BUILDING LOCATED AT 110 E CENTRAL AVE**

I. RECOMMENDED ACTION

It is recommended City Council conduct a public hearing, approve the application, and authorize staff to submit the application to the State of North Dakota for conditional approval.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

Staff received this application on June 12, 2025. The applicant is requesting conditional approval and cannot start work inside the building until conditional approval is granted by the City Council and the State of North Dakota.

B. Proposed Project

The project involves interior demolition, roof replacement, insulation, fire suppression, plumbing, HVAC, and electrical upgrades, and bringing the building up to code. The applicant estimates they will be spending around 2.6 million dollars on this project. The current true and full value of the property is \$368,000. To qualify for the 8-year benefit, the applicant will need to invest 150% (\$552,000) of the building's current value in improvements that extend the lifespan of the building.

C. Recommendation Detail

The exterior improvements that are covered by the facade improvement application cannot be applied to the Renaissance Zone program. The applicant far exceeds the amount of investment that is necessary to qualify for an eight-year property tax benefit. The Renaissance Zone Review Board recommends approval of this application.

IV. IMPACT

A. Aspirations

Excellent and Connected - The Renaissance Zone program prevents the spread of blight and creates urban renewal and new business opportunities.

B. Service/Delivery Impact:

State how this project will impact (improve, augment, advance) the City, your Department, our services, quality, delivery, customer experience, etc. The applicant will have three years to complete the Renaissance Zone project upon receiving conditional approval.

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

No city funds will be used in this project.

Project Funding

100% privately funded.

VI. ALTERNATIVES

The City Council can send this item back to the Renaissance Zone Review Board for more information.



June 12, 2025

Minot Renaissance Zone Review Board
City of Minot Planning Department
1025 31st Street Southeast
Minot, North Dakota 58701

**Re: Request for Renaissance Zone Project Approval
110 East Central Avenue
Minot, North Dakota**

Dear Madam or Sir:

Aksal Group is pleased to present this application for Renaissance Zone approval to the Minot Renaissance Zone Review Board for its consideration.

Aksal Group purchased the property located at 110 East Central Avenue in downtown Minot in the fall of 2020. Since that time, Aksal Group has undertaken significant effort to plan the restoration of this building.

As the plan for the restoration of the building came into focus, it became apparent that the costs of cleanup, historical restoration, remediation of asbestos and lead-based paint, and bringing the buildings up to current code would be higher than the current real estate market can bear. To be able to offset a portion of the increased costs associated with redeveloping blighted property and to place the entirety of this building back into productive use, tax incentives afforded through the Renaissance Zone are being requested by Aksal Group.

If approved, the construction of this project will provide direct investment of approximately \$2.6 million into the downtown core. Once fully occupied with entrepreneurs, the annual commerce in this project could exceed \$5 million and in excess of 30 jobs could be created. Once the renaissance zone tax credits expire, the City of Minot would also be collecting property tax based on the new value of the property, which could generate an additional \$32,000 per year.



Specifically, Aksal Group is requesting the Minot Renaissance Zone Review Board:

- 1) Approve the rehabilitation of 110 East Central Avenue as a Renaissance Zone project;
- 2) Approve an eight-year property tax exemption on all improvements to the building located at 110 East Central Avenue, with the period commencing after issuance of certificates of occupancy by the City of Minot;

We appreciate the Board's consideration of this request. Please contact me via email at jessicajackerman@gmail.com or via telephone at (701) 720-5741 with any questions.

Regards,

A handwritten signature in blue ink, appearing to read "J. Ackerman", written in a cursive style.

Aksal Group, LLC
Jessica Ackerman
Managing Member

Enclosures

Economic Development Division

Renaissance Zone Application

APPLICANT INFORMATION

Jessica Ackerman	Aksal Group, LLC	LLC
Applicant(s)	Business	Type of Entity
[REDACTED]	Minot ND	58701
Address	City	State
[REDACTED]	[REDACTED]	Zip
Phone	Email	
	(Redacted for public distribution)	
Social Security Number	Federal Tax ID Number	

PROJECT LOCATION

Lot 3 Citizens Alley Addition	7
Legal Description	Renaissance Zone Block
110 E Central Avenue	Minot
Address	City
Former butcher shop, storage units, residential	
Current Use of Property	

TYPE OF PROJECT

☒ Commercial ☐ Residential ☐ Utility Infrastructure Project (UIP)

TYPE OF INVESTMENT

☐ Purchase Only (To include new construction)	☐ Lease Only	Rehabilitation Only	
☐ Historical Preservation and Renovation	☒ Purchase with Major Improvements (Applies to only Commercial Projects)	☐ Commercial (Must be 50% of true and current value)	☐ Residential (Must be 20% of true and current value)
		☒ Commercial (Must be 150% of true and current value)	

REQUESTED TAX EXEMPTIONS

☐ Personal Income ☐ Investment Income ☒ Property Tax Exemption ☐ Historic Tax Credits

PROJECT DESCRIPTION: Please write a brief description of the project below

The project will rehabilitate the former Soo Line Railroad freight depot and distribution hub building so it can be placed into productive use. The project will include interior and exterior renovations that will be implemented in a historically sensitive fashion.

SQUARE FOOTAGE CALCULATIONS:

31,388	23,500	11,000	11,000	1,500
Lot	Building (Total)	Basement	1 st Floor	2 nd Floor
N/A	N/A	N/A	N/A	N/A
3 rd Floor	4 th Floor	5 th Floor	6 th Floor	7 th Floor

Date of Acquisition: 09/08/2020

Current True and Full Value: \$368,000 (from City Assessor)

Work to Be Done:	Estimated Costs:
See attached Opinion of Probable Cost.	\$2,600,000

Total Estimated Cost	\$ 2,600,000
Current True and Full Value	\$ 368,000
Estimated Value After Improvements	\$ 2,000,000

Estimated Start Date: July 2025

Estimated Completion Date: July 2027

If this project is a UIP, is the applicant a Renaissance Zone Project? ☐ Yes ☐ No

- a) To be considered a Renaissance Zone Project, the project would need to take place in the Renaissance Zone and be a utility company.
- b) If this is a property owner affected by a UIP not participating in a Renaissance Zone Project, is the property owner in the Renaissance Zone? ☐ Yes ☐ No

Is this project a lease? ☐ Yes ☒ No

- a) What type of lease? ☐ New ☐ Expansion ☐ Continuation ☐ Leasehold Improvement

If this is an expansion, what is the additional square footage of the expansion?

- b) If it is a lease project, does it involve the relocation of a business from one location in the city to the Renaissance Zone or from one zone property to another zone property ☐ Yes ☐ No

Does this project involve historical preservation or renovation? ☐ Yes ☒ No

- a) For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.
- b) Information for historical properties may be obtained by contacting the Historical Society at: (701) 328-2666 or email history@nd.gov

Is the project being funded by a Renaissance Fund Organization? ☐ Yes ☒ No

If yes, describe the type and amount of financing and name of the Renaissance Fund Organization.

Provide the estimated state and local tax benefit to the taxpayer for 5 or 8 years (applies to all projects)

Total State Tax Benefit for ☐ five (5) or ☒ eight (8) years	\$ 0
Total Property Tax Benefit for ☐ five (5) or ☒ eight (8) years	\$ \$32,000 per year x 8 years = \$256,000
Total Non-Participation Owner Tax Credit	\$ 0

Is the entity subject to the financial institution tax (N.D.C.C.57.35.3)? ☐ Yes ☒ No

If yes, total state tax benefit for five (5) or eight (8) years \$

Compute the amount spent per square feet of structure \$ 118 (common space finished, vanilla shell other)



Office Address: 1025 31st St. SE

Mailing Address: PO Box 5006

Minot, ND 58702

Email: jonathan.rosenthal@minotnd.gov

Office Number: 701-857-4122

OFFICE ONLY

Zone Authority and City Documentation

Date of Approval or Conditional Approval

_____ (date)

Provide a copy of minutes or other supporting documentation that indicates the formal approval by the approving entity.

Identify from the Development Plan the specific criteria used to approve the project:

NOTE: The DCS reserves the right to reject a zone-approved project or to continue negotiating its approval. When a project is approved by the DCS, the local zone authority will be notified in writing.

If after a project is approved and the property changes hands or a replacement project is approved during the five year exemption period, the DCS does not need to approve the transfer or the replacement project. The zone authority, however, must notify the DCS of the change and provide the applicable information about the new homeowners, business, and/or investor tax would affect the exemption provided.

Once the project is completed, DCS must be informed by email, fax or letter of the exact date of completion, and project number before the final letter of approval can be issued.

On historical renovations/rehabilitations, documentation from the Historical Society approving the final restorations must be submitted to DCS before a final letter of approval can be issued.

Signature

A handwritten signature in black ink, appearing to be "J. Rosenthal", written over a horizontal line.

Date

06-12-2025

Revision Date: February, 2023

Renaissance Zone Project Checklist:

Office
Use

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☐ | 1) For residential projects, provide evidence that the home purchased is the taxpayer's primary residence. |
| ☐ | ☐ | 2) If the property is currently a vacant lot, provide evidence that it was previously developed. |
| ☐ | ☐ | 3) Provide a "Letter of Clearance" from the State Historical Society if seeking historic tax credits. |
| ☐ | ☒ | 4) Provide an estimated start and completion date for the project (must follow approval by DCS). |
| ☐ | ☒ | 5) Include site plans, building plans and colored renderings of the elevation of the building. |
| ☐ | ☒ | 6) Provide a break out of capital improvements. |
| ☐ | ☒ | 7) Provide documentation that the project cost meets the City's minimum criteria. |
| ☐ | ☒ | 8) Provide the estimated state and local tax benefit to the taxpayer of five (5) or eight (8) years (see your accountant). |
| ☐ | ☒ | 9) Provide copies of receipts showing proof local real estate taxes have been paid (Ward County Treasurer 701-857-6426) |
| ☐ | ☒ | 10) Provide evidence that the applicant is current on state taxes – Certificate of Good Standing from the State Tax Commissioner (1-800-638-2901) – May take a few weeks. |
| ☐ | ☒ | 11) Provide Current True and Full Value (contact City Assessor 701-857-4160) |

Comments:



**City of Minot
Renaissance Zone Application**

**Attachment 1 – Site Plan, Building Plans, and
Renderings of the Elevation of the Building**

FREIGHT HOUSE FACADE IMPROVEMENT
100 E CENTRAL AVE
MINOT, NORTH DAKOTA

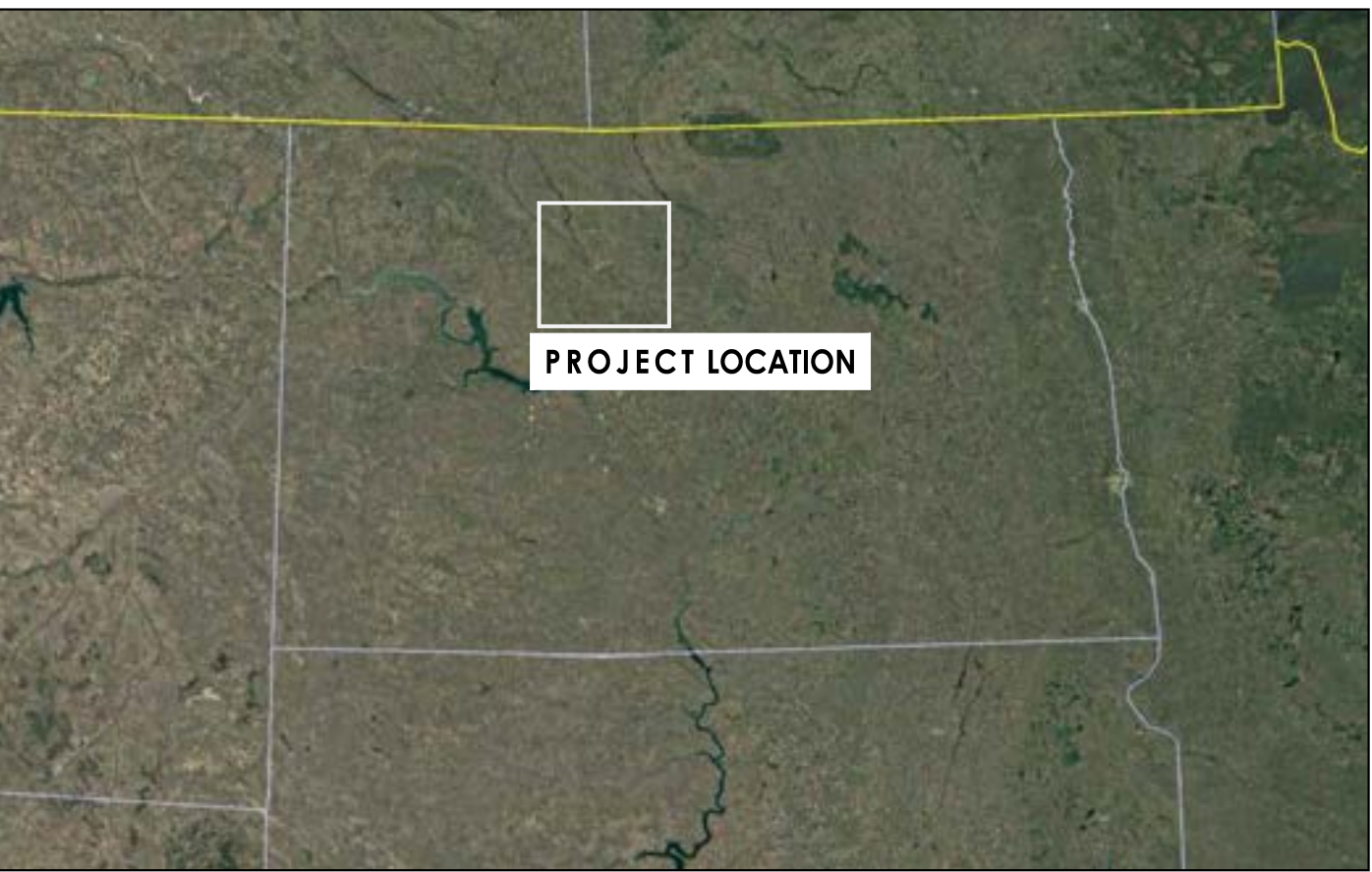


ACKERMAN
ESTVOLD
1907 17th St SE • Minot, ND 58701
701.837.8737 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

LOCATION PLAN



VICINITY PLAN



DRAWING INDEX

G000	TITLE SHEET
AD100	DEMOLITION FLOOR PLANS
AD200	DEMOLITION ELEVATIONS
A100	FLOOR PLANS
A200	BUILDING ELEVATIONS
A300	BUILDING DETAILS
A400	DOORS & WINDOW TYPES

CODE STUDY

APPLICABLE BUILDING CODES		2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL BUILDING CODE		2017 ICC A117.1 ACCESSIBILITY STANDARD
2021 INTERNATIONAL FIRE CODE		
2021 INTERNATIONAL ENERGY CONSERVATION CODE		
2018 NORTH DAKOTA PLUMBING CODE		
USE AND OCCUPANCY		ASSEMBLY GROUP A-3
SINGLE OCCUPANCY		ASSEMBLY 30 FLOOR
NON-SEPARATED OCCUPANCIES		
ACCESSORY OCCUPANCIES ≤ 10%		
CONSTRUCTION TYPE		FIRE RESISTANCE RATING FOR BUILDING ELEMENTS (HRS)
NON-CONCRETE/STEELE		STRUCTURAL FRAME
NON-RATED CONSTRUCTION		EXTERIOR
		INTERIOR
		NON-BEARING WALLS AND PARTITIONS - EXTERIOR
		NON-BEARING WALLS AND PARTITIONS - INTERIOR
		ROOF CONSTRUCTION (AND SUPPORTING STRUCTURES)
		ROOF CONSTRUCTION - 50' ABOVE FLOOR BELOW
FIRE PROTECTION SYSTEMS		REQUIRED
AUTOMATIC SPRINKLER SYSTEM		NOT REQUIRED
STANDPIPE SYSTEM		REQUIRED
PORTABLE FIRE EXTINGUISHERS		REQUIRED
MANUAL FIRE ALARM SYSTEM		NOT REQUIRED
SMOKE AND HEAT REMOVAL		NOT REQUIRED
NFPA 13 AUTOMATIC SPRINKLER SYSTEM		
GENERAL BUILDING DATA		TOTAL
TOTAL BUILDING AREA		23,522
NUMBER OF STORES		2
BUILDING HEIGHT IN FEET		36
ALLOWABLE BUILDING HEIGHT AND AREA		ACTUAL
BUILDING HEIGHT		36
NUMBER OF STORES		2
TABULAR AREA PER STORY		11,624

I hereby certify that this plan complies with all applicable codes, ordinances, and regulations, and that I am a duly registered professional engineer in the State of North Dakota.
Date: 4/9/25 Ref. No. 1774

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 4/9/2025

REVISIONS

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Project No.
R24224

TITLE SHEET

G000

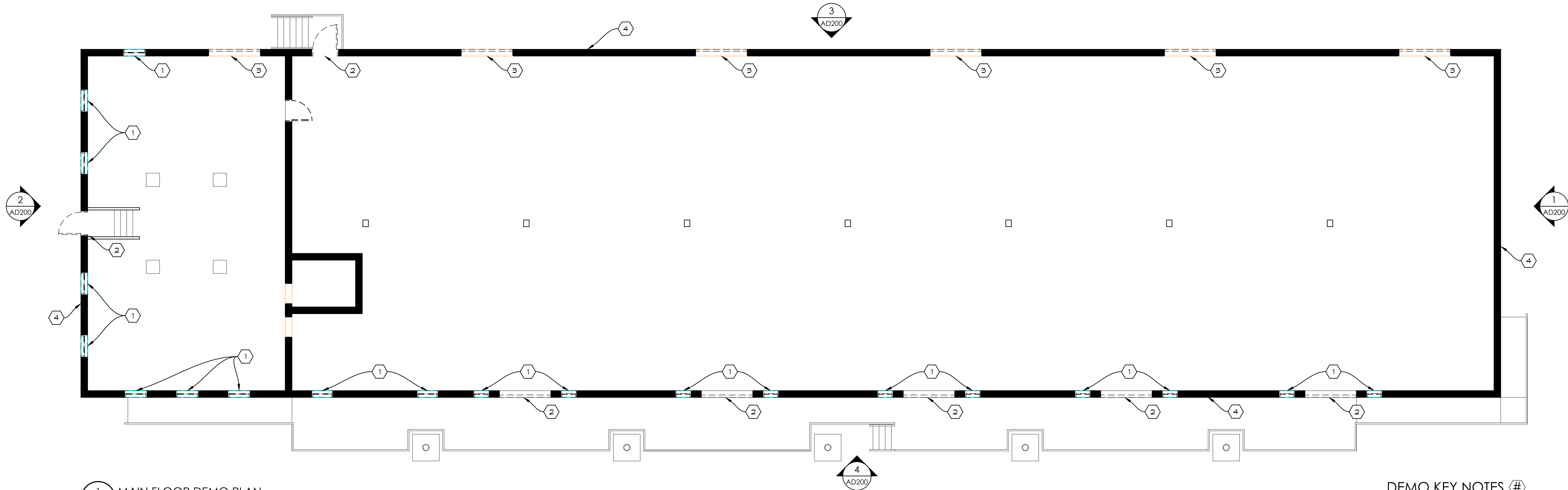
PROJECT TEAM

OWNER
AKSAL GROUP, LLC
RYAN ACKERMAN
MINOT, ND 58701
701-857-9113

ARCHITECT
ACKERMAN-ESTVOLD
1907 17TH ST SE
MINOT, ND 58701
PH. 701.837.8737

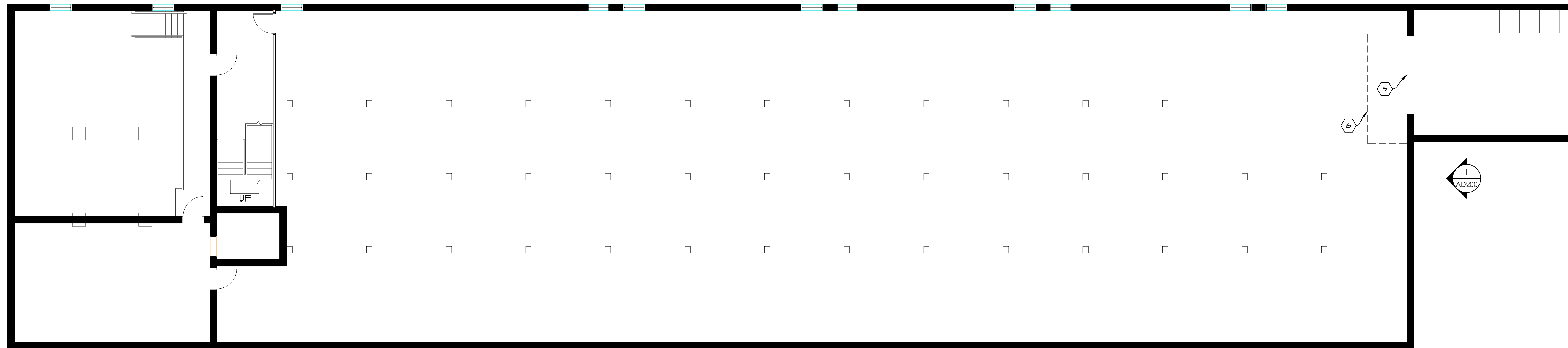
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1 MAIN FLOOR DEMO PLAN
AD100 SCALE: 1/8" = 1'-0"

- DEMO KEY NOTES (#)
- 1 DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW WINDOW INSTALLATION
 - 2 DEMOLISH EXISTING DOOR, FRAME, & HARDWARE & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW DOOR & WINDOW INSTALLATION
 - 3 DEMOLISH INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW FAUX DOOR AND/OR WINDOW INSTALLATION & ASSOCIATED FRAMING.
 - 4 CLEAN ALL EXISTING BRICK- REMOVE DIRT & DEBRIS FROM ENTIRE FACE OF EXISTING MASONRY WALL AND PREPARE FOR MORTAR TUCK-POINTING
 - 5 REMOVE EXISTING OVERHEAD DOOR & HARDWARE. CLEAN & REPAIR EXISTING MASONRY OPENING.
 - 6 SAW-CUT & REMOVE SECT. OF EXIST. CONCRETE FLOOR. PREP FOR NEW CONC. FLOOR.
 - 7 REPOINT ALL MORTAR THAT IS DEFECTIVE, MISSING, OR WHITE THAT DOESNT MATCH ORIGINAL MORTAR.
 - 8 REPAIR AND REPLACE ANY BRICK THAT IS DETERIORATED, DAMAGED, OR MISSING. USE EXISTING BRICK SALVAGED BY OWNER



2 BASEMENT FLOOR DEMO PLAN
AD100 SCALE: 1/8" = 1'-0"

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 4/9/2025

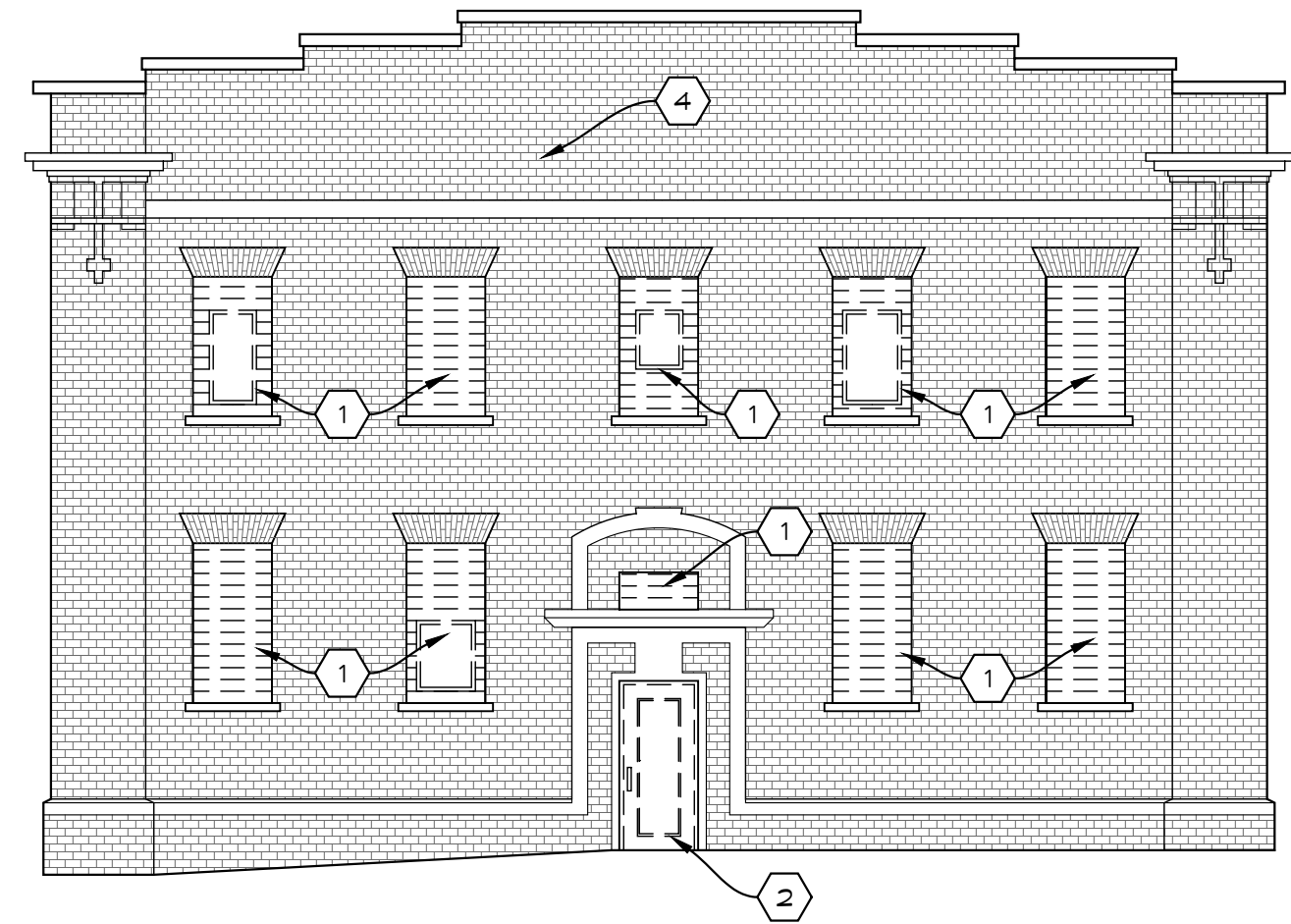
REVISIONS

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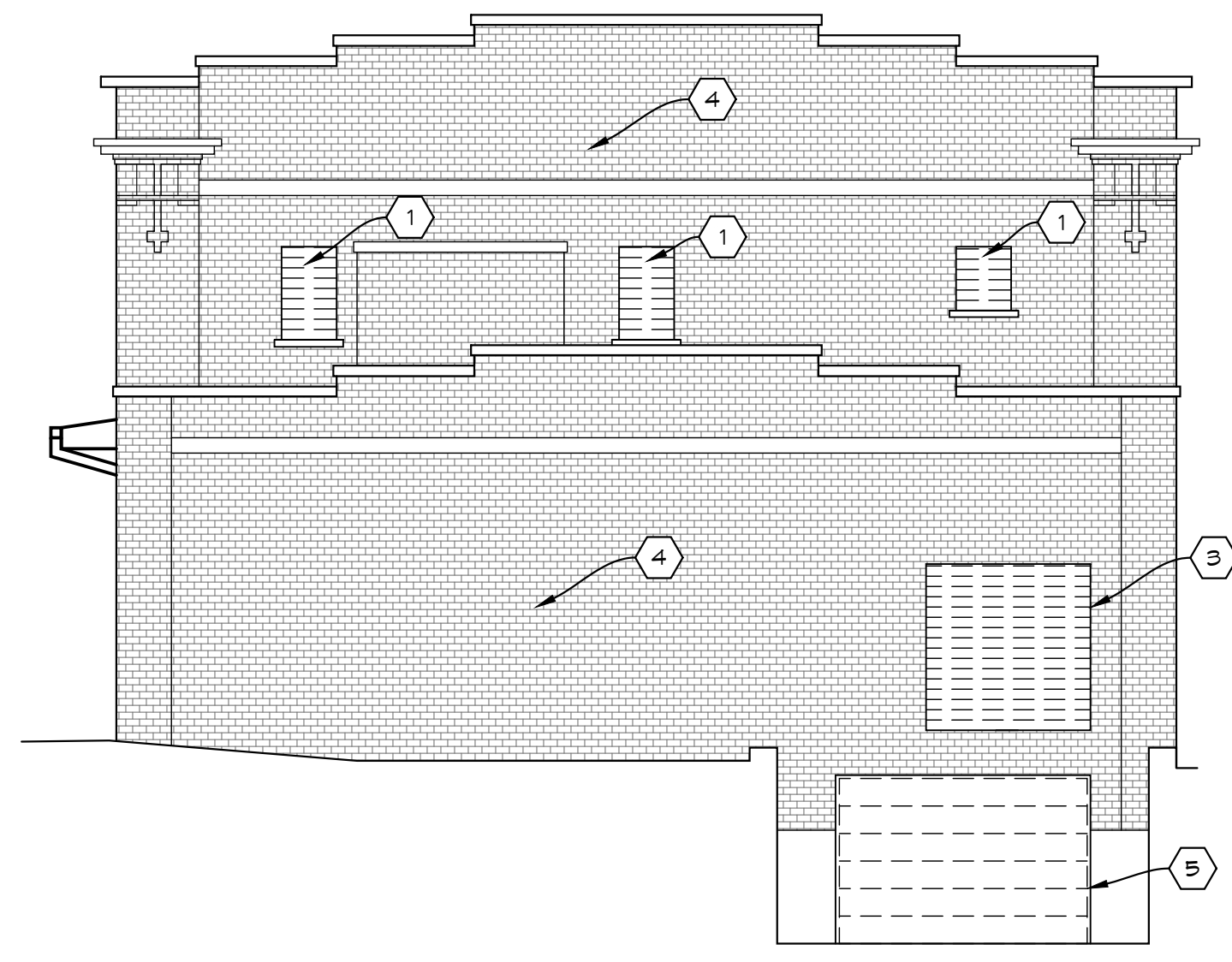
Project No.
R24224

DEMOLITION
FLOOR PLANS

AD100



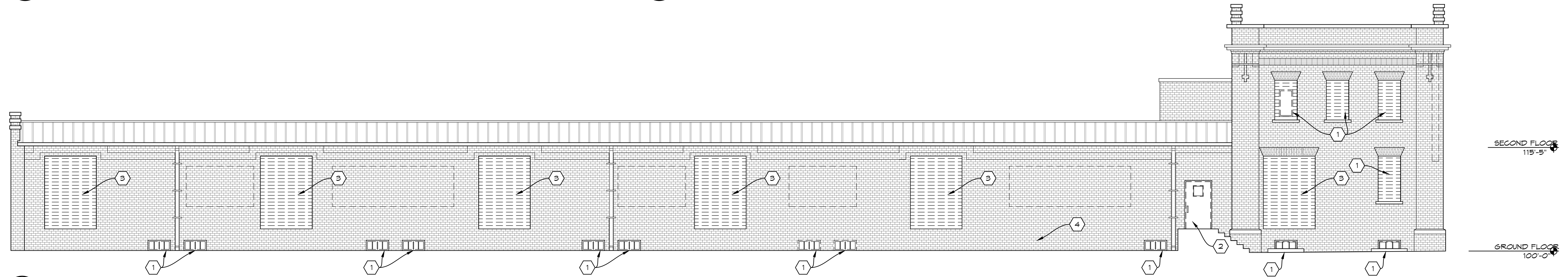
2 NORTHWEST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"



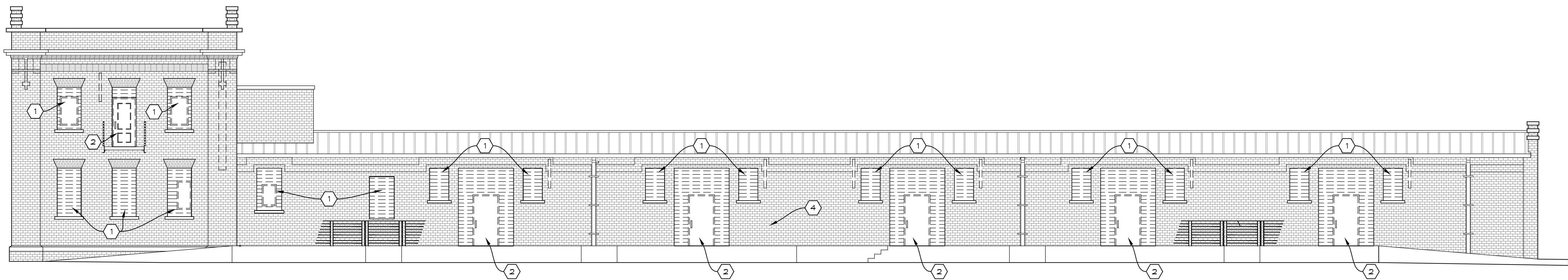
1 SOUTHEAST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"

DEMO KEY NOTES (#)

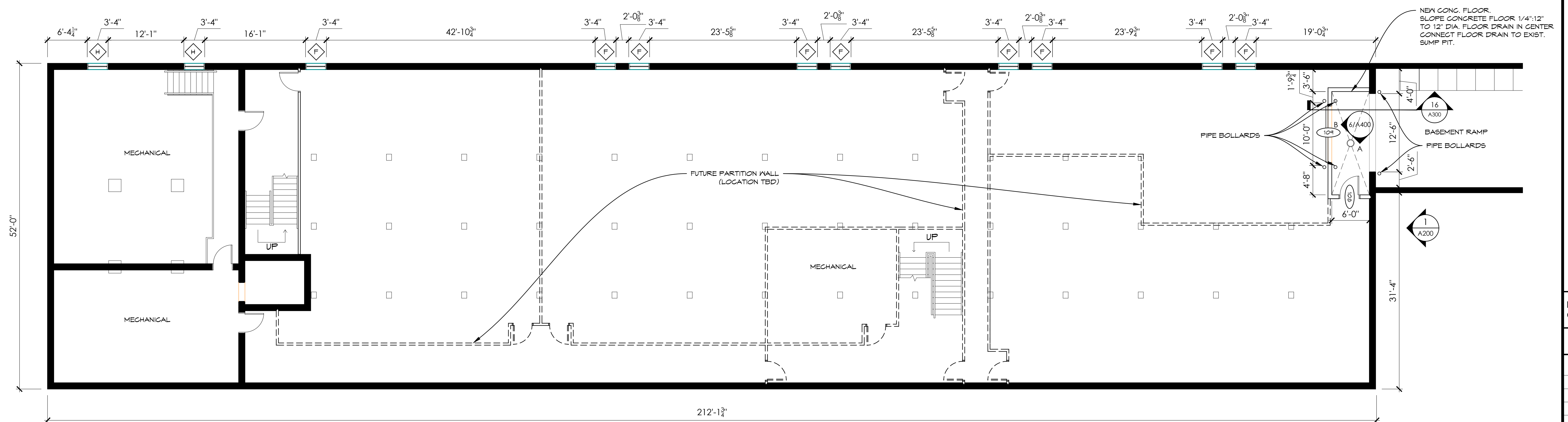
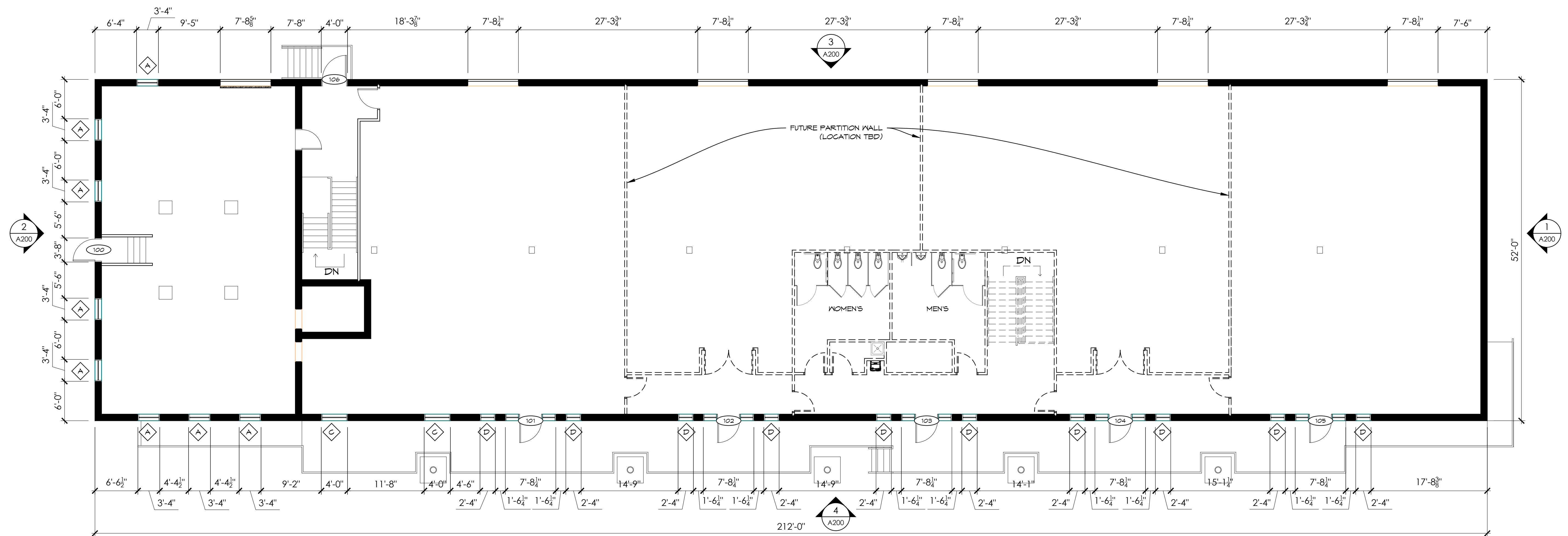
- 1 DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW WINDOW INSTALLATION
- 2 DEMOLISH EXISTING DOOR, FRAME, & HARDWARE & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW DOOR & WINDOW INSTALLATION
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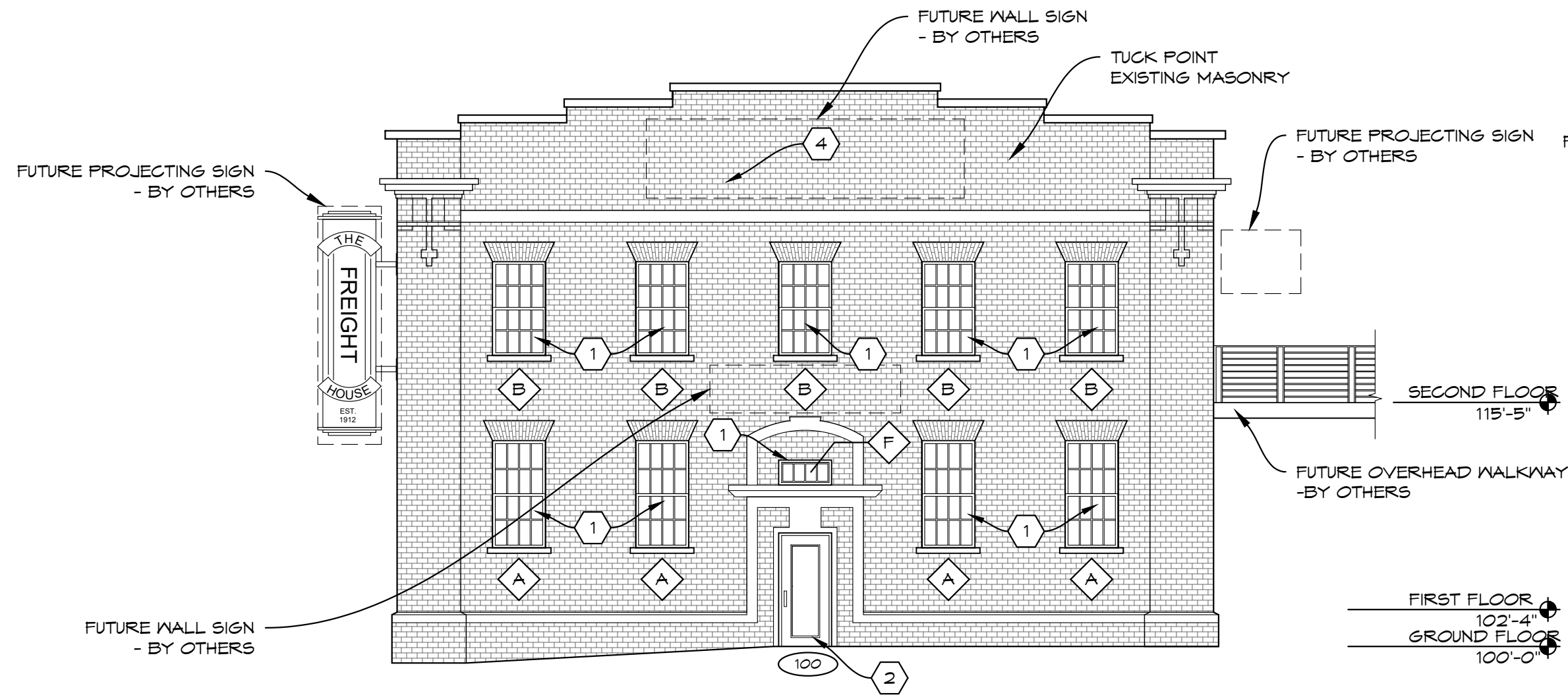


3 NORTHEAST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"

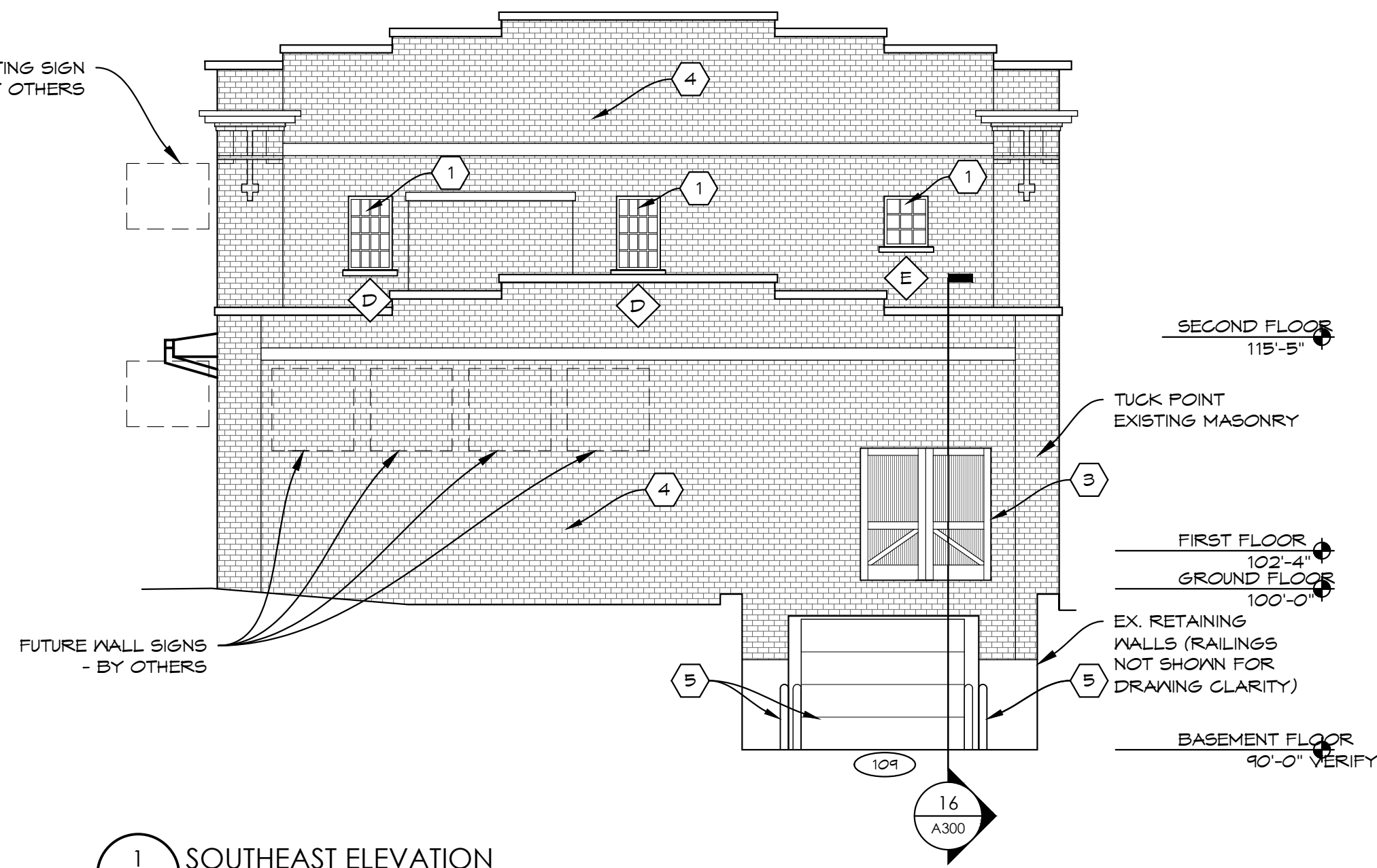


4 SOUTHWEST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"

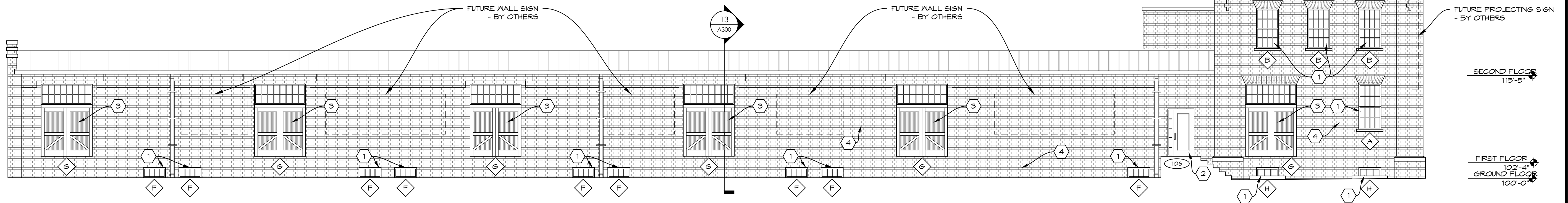




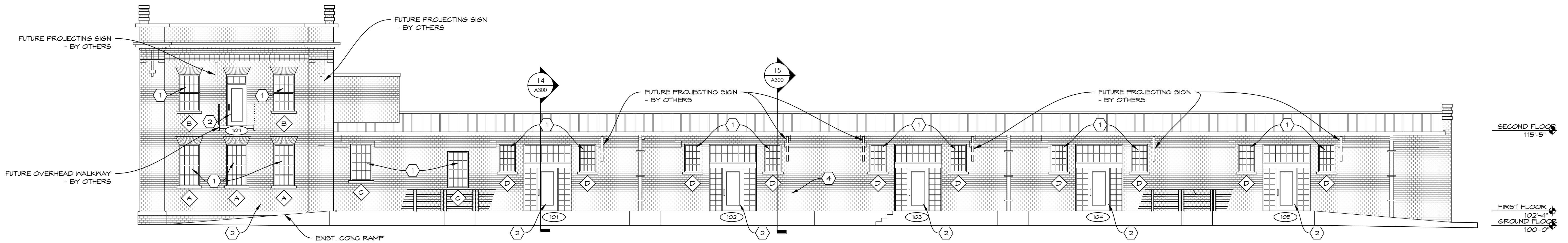
2 NORTHWEST ELEVATION
A200 SCALE: 1/8" = 1'-0"



1 SOUTHEAST ELEVATION
A200 SCALE: 1/8" = 1'-0"



3 NORTHEAST ELEVATION
A200 SCALE: 1/8" = 1'-0"



4 SOUTHWEST ELEVATION
A200 SCALE: 1/8" = 1'-0"

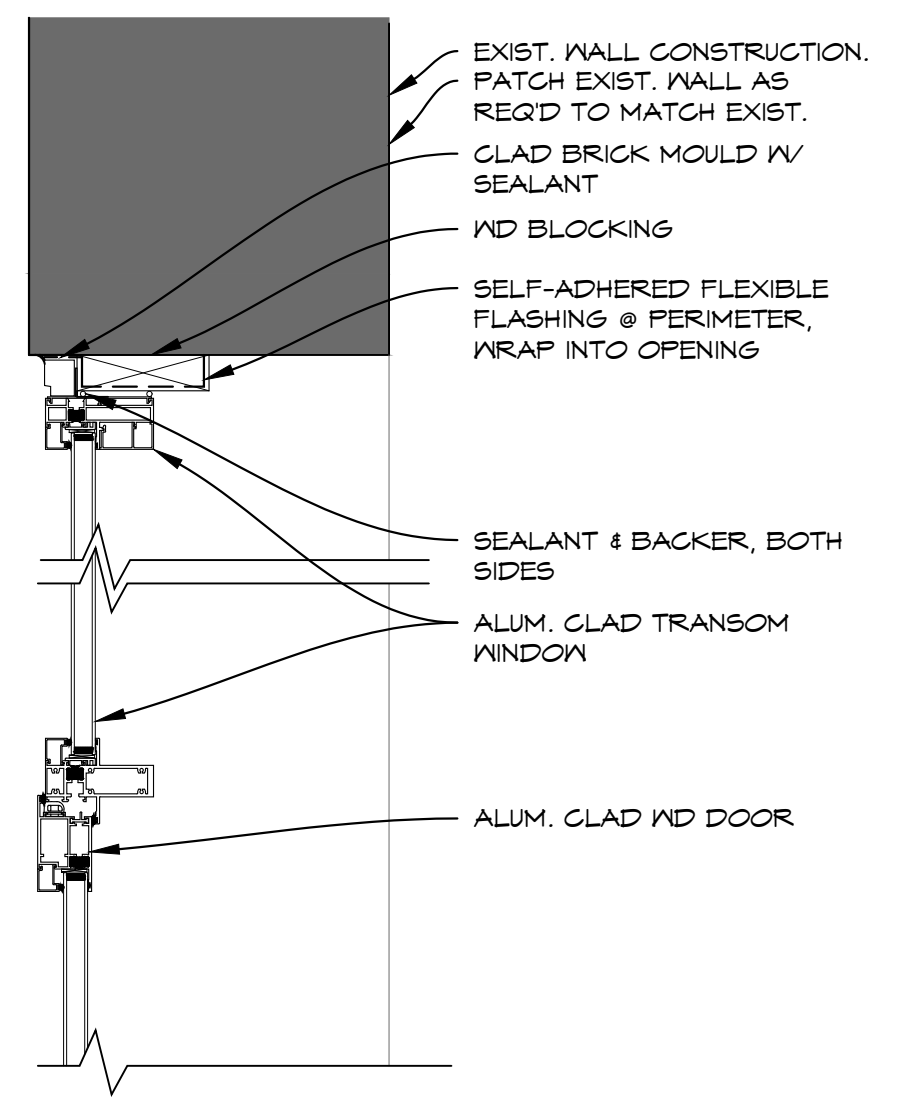
ARCHITECTURAL GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING WORK; ADVISE ARCHITECT OF ANY ADVERSE CONDITIONS PRIOR TO COMMENCEMENT OF WORK; IF ADVERSE CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION, CONTACT ARCHITECT PRIOR TO CONTINUING WORK.
2. FIELD VERIFY ALL DIMENSIONS.
3. ALL VISUALLY EXPOSED GYP. BD. TO BE TAPED, TEXTURED, AND PAINTED.
4. FOR ALL DETAILS THAT ARE TYPICAL, INCORPORATE INTO PROJECT AT APPROPRIATE LOCATIONS WHETHER SPECIFICALLY INDICATED OR NOT.
5. ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE LOCAL, STATE, AND FEDERAL CODES OR REGULATIONS.

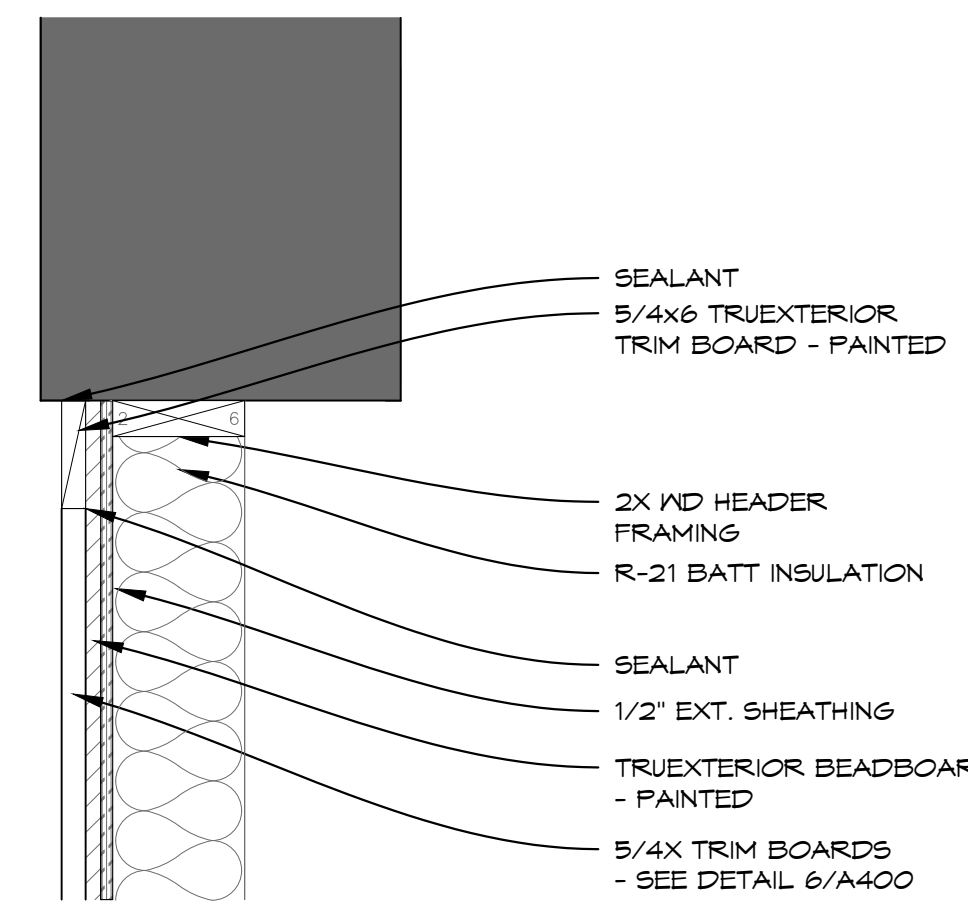
NEW CONSTRUCTION KEY NOTES (#)

1. INSTALL NEW METAL CLAD WINDOWS. SEE WINDOW SCHED.
2. INSTALL NEW METAL CLAD DOORS. SEE DOOR SCHED.
3. FRAME IN NEW FAUX DOORS. SEE DOOR TYPE
4. CLEAN/REPAIR EXISTING BRICK & STONE, TUCK-POINT & REPAIR AS REQ'D, TYP.
5. PIPE BOLLARD W/ UPPER SLEEVE

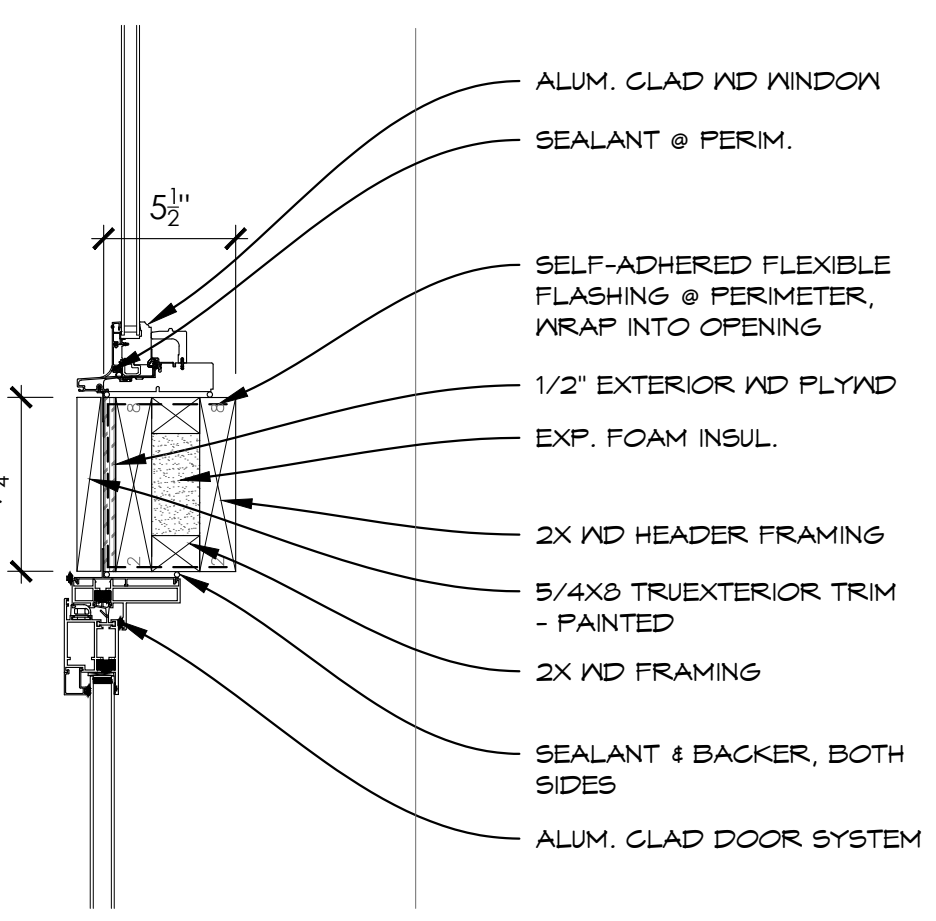
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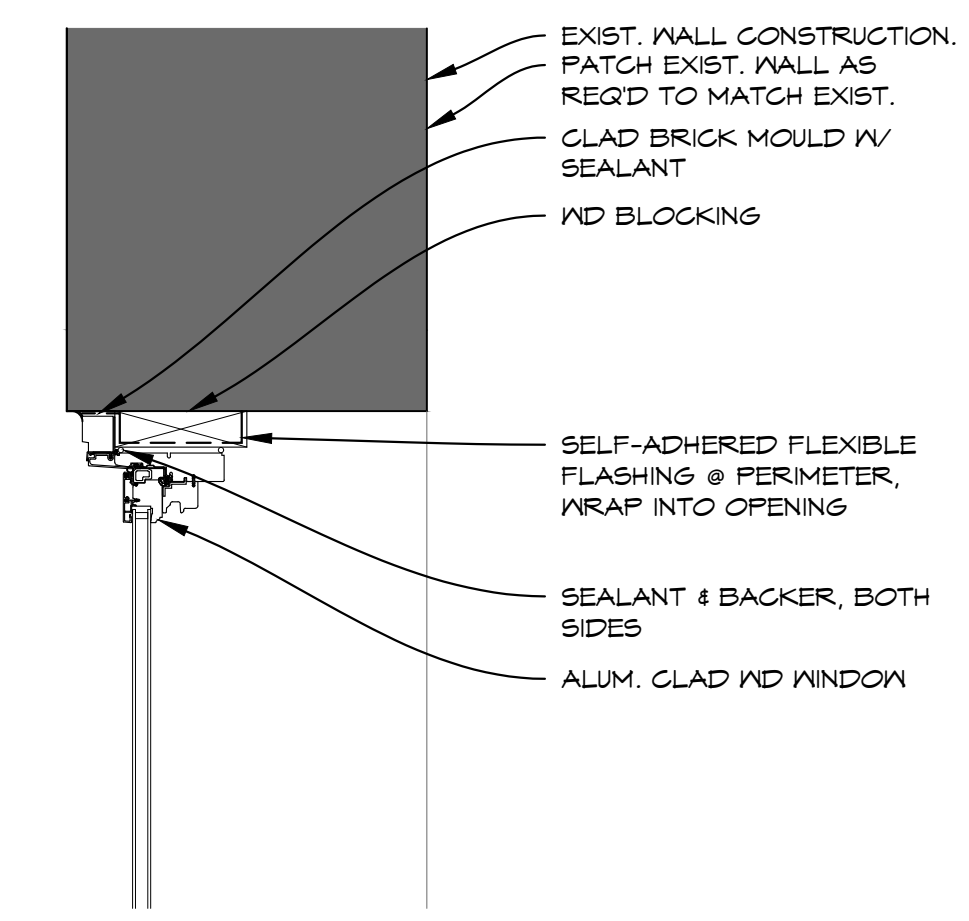
1 DOOR JAMB @ SIDELITE
A300 SCALE: 1 1/2" = 1'-0"



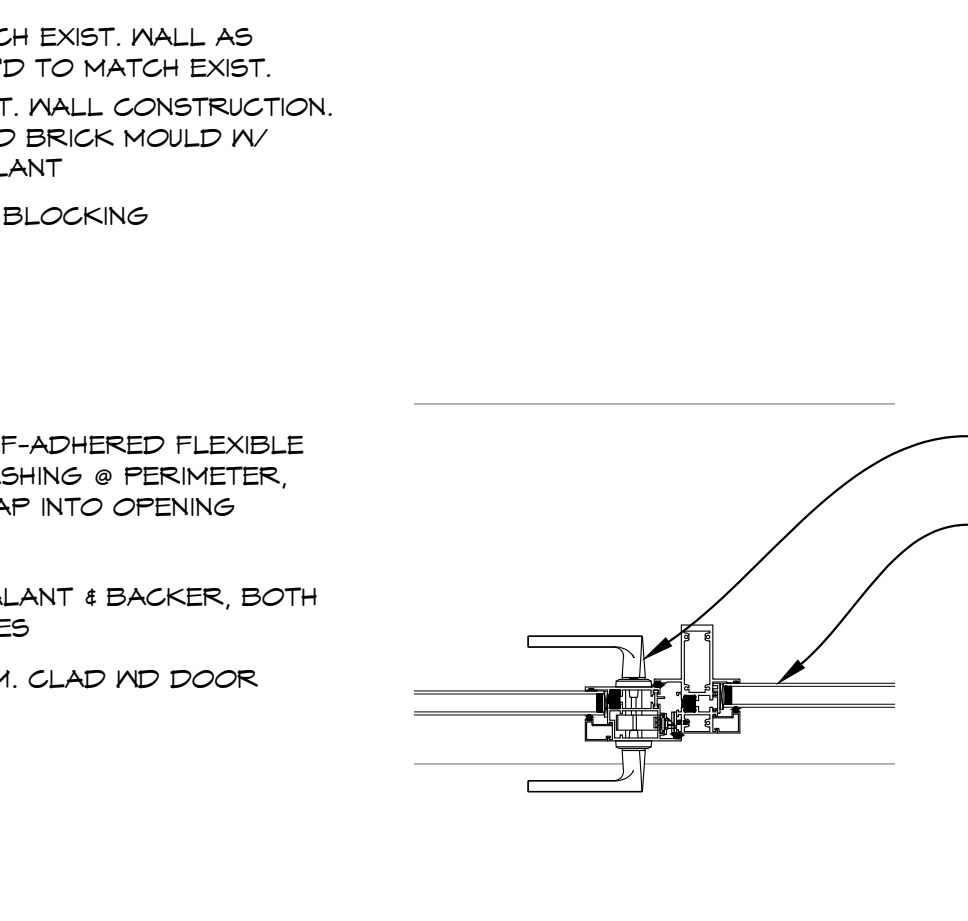
2 DOOR HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"



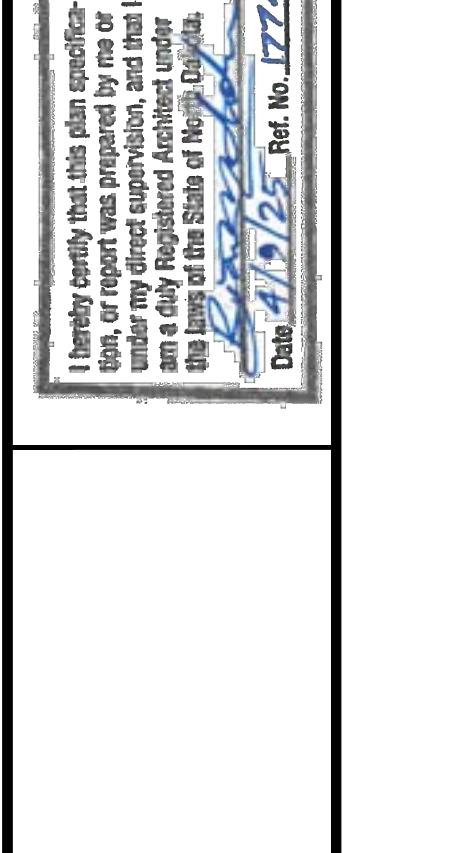
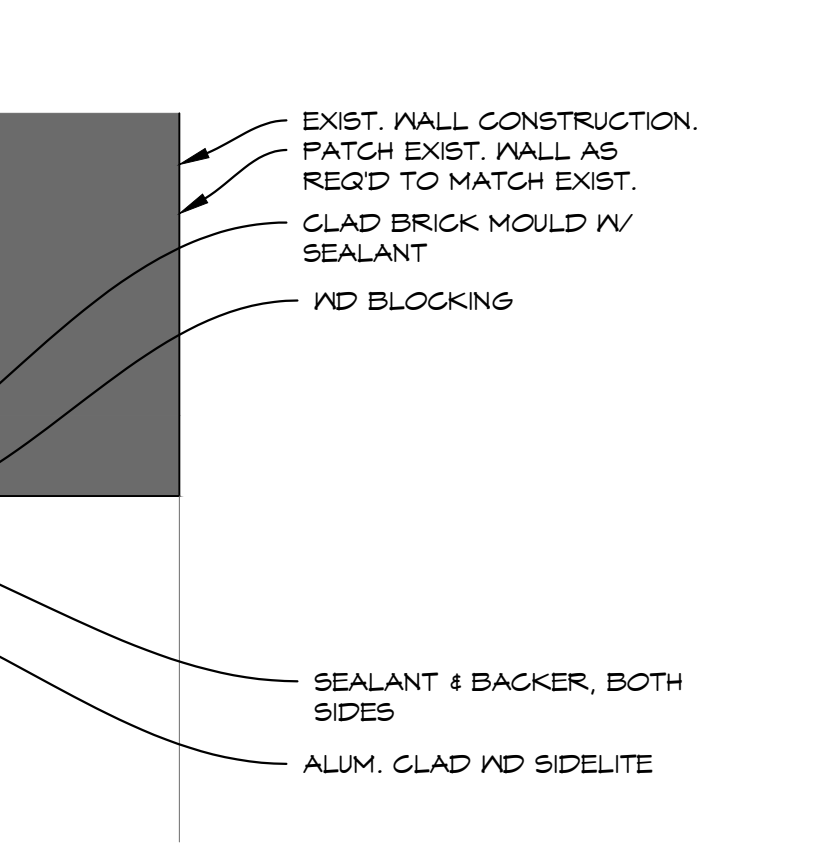
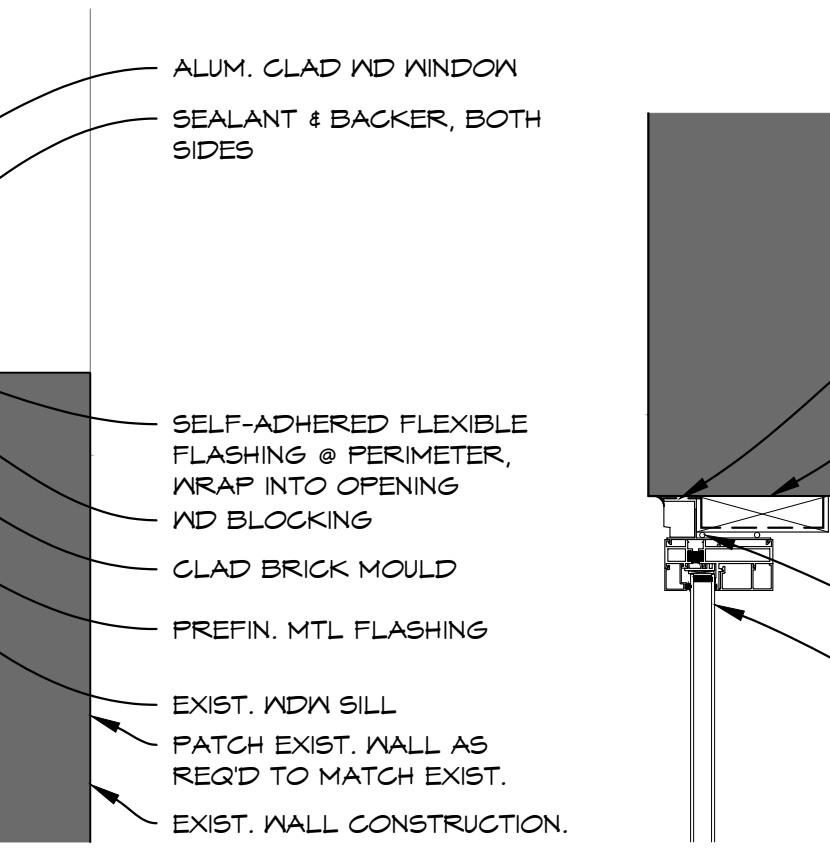
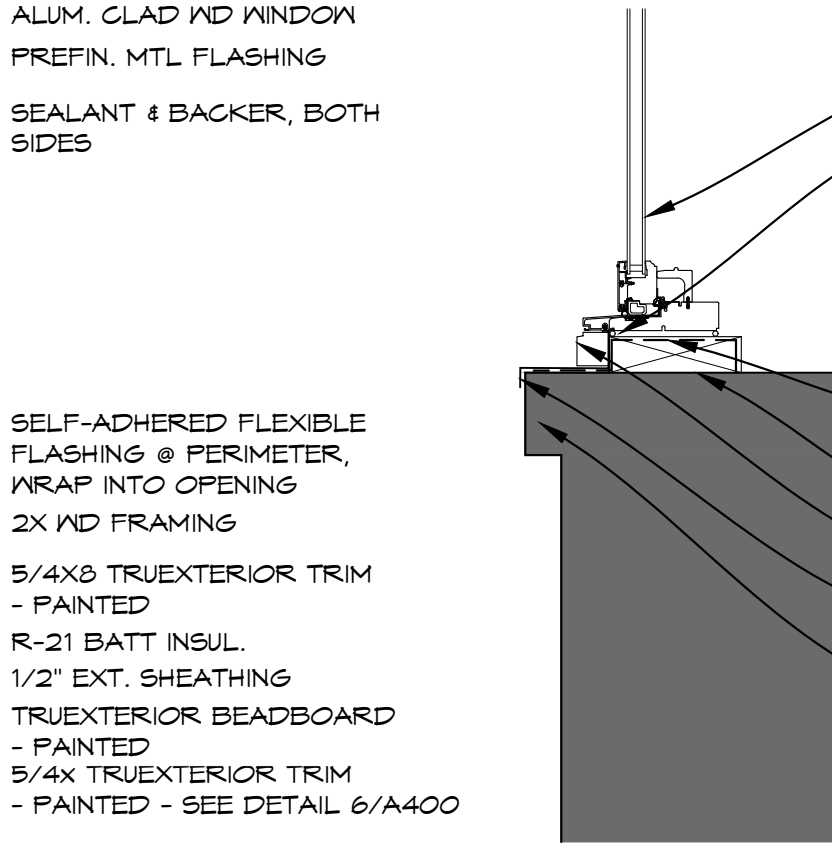
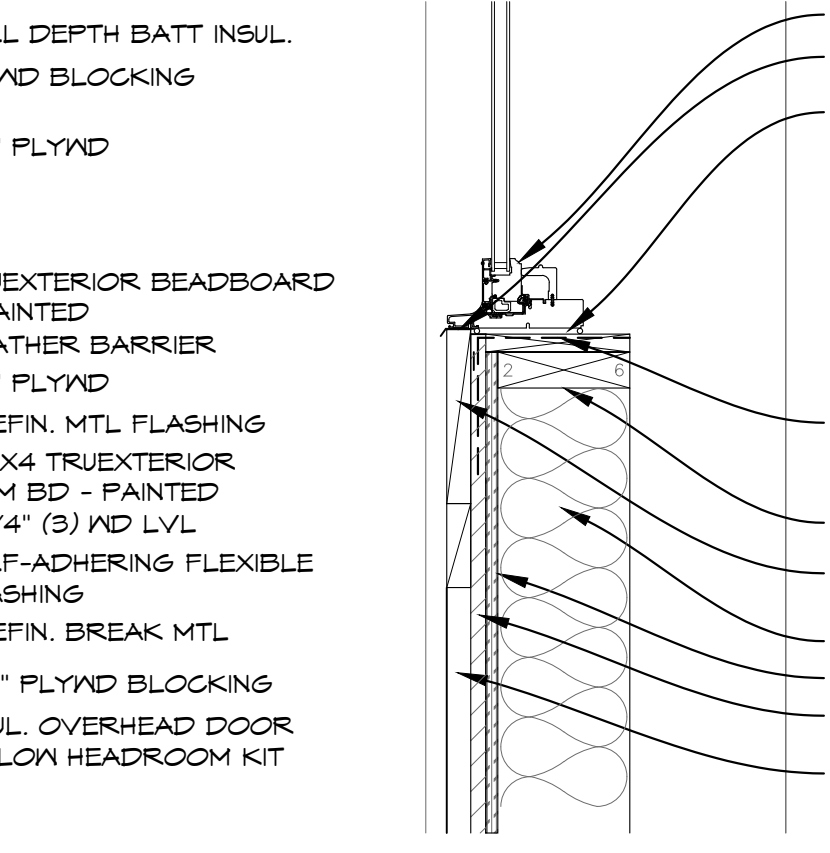
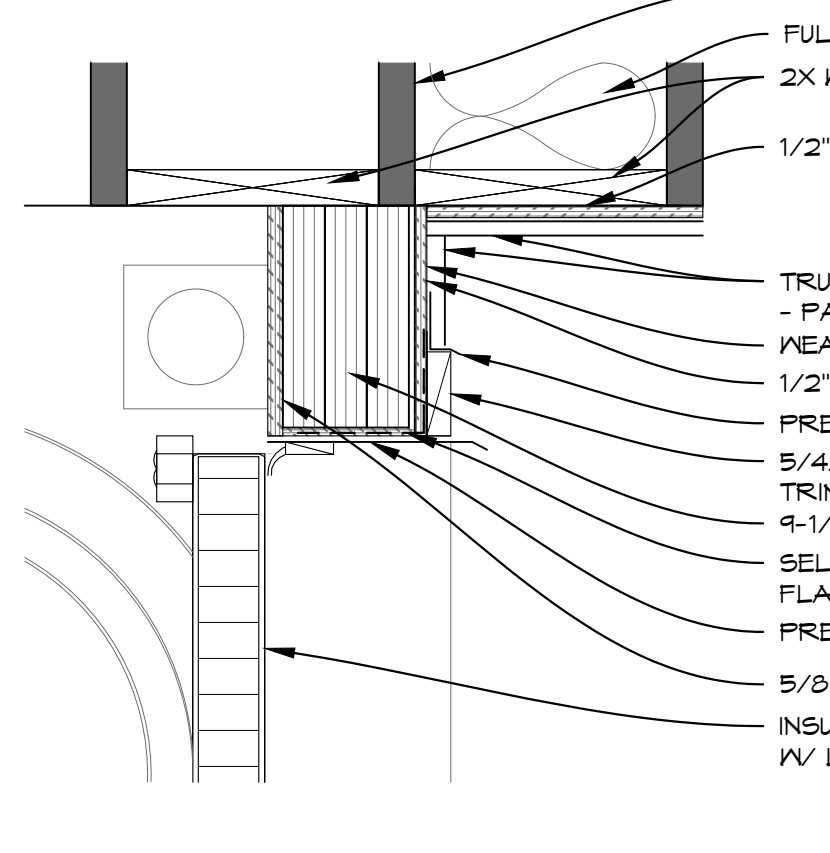
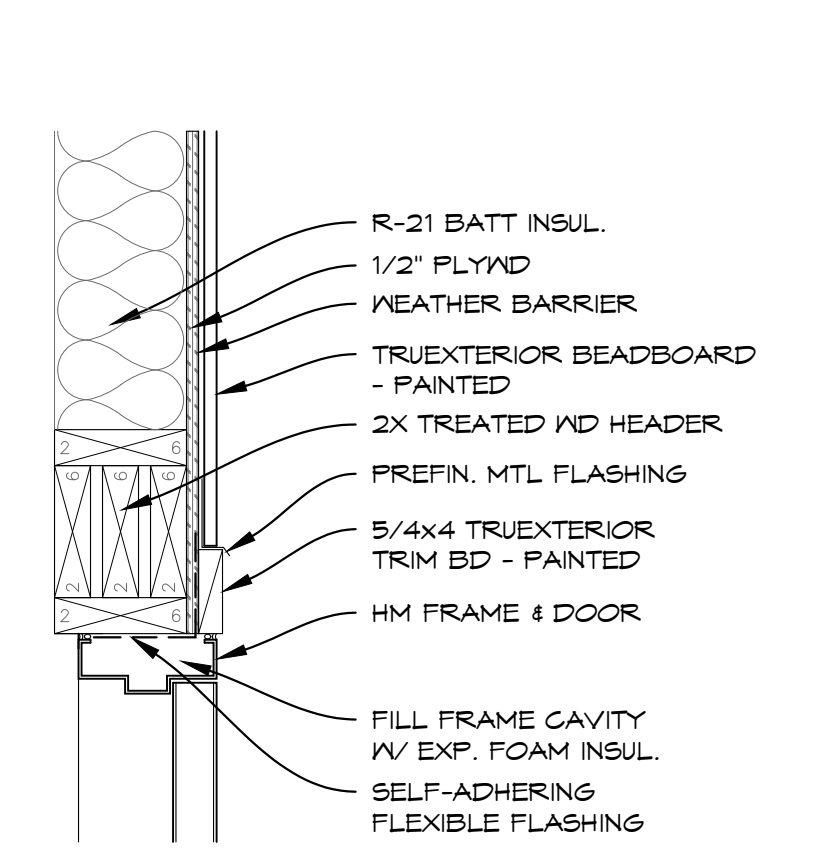
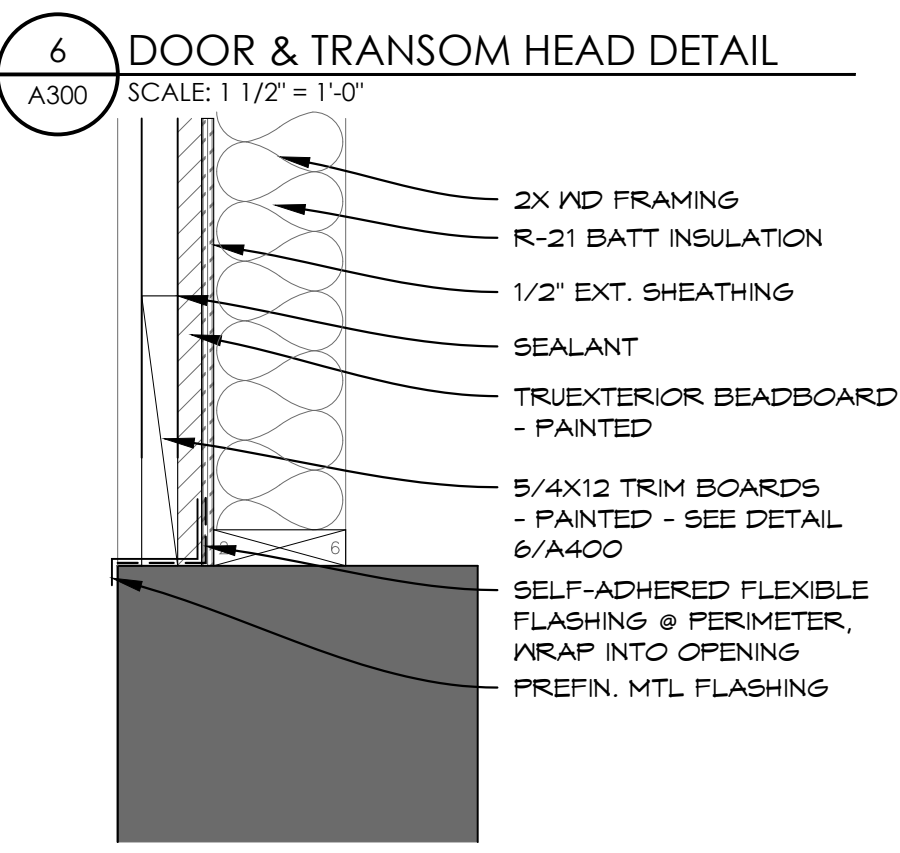
3 WINDOW HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"



4 WINDOW TRANSOM
A300 SCALE: 1 1/2" = 1'-0"



5 FAUX DR JAMB FRAMING
A300 SCALE: 1 1/2" = 1'-0"



6 DOOR & TRANSOM HEAD DETAIL
A300 SCALE: 1 1/2" = 1'-0"

7 SIDELITE HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"

8 WINDOW SILL
A300 SCALE: 1 1/2" = 1'-0"

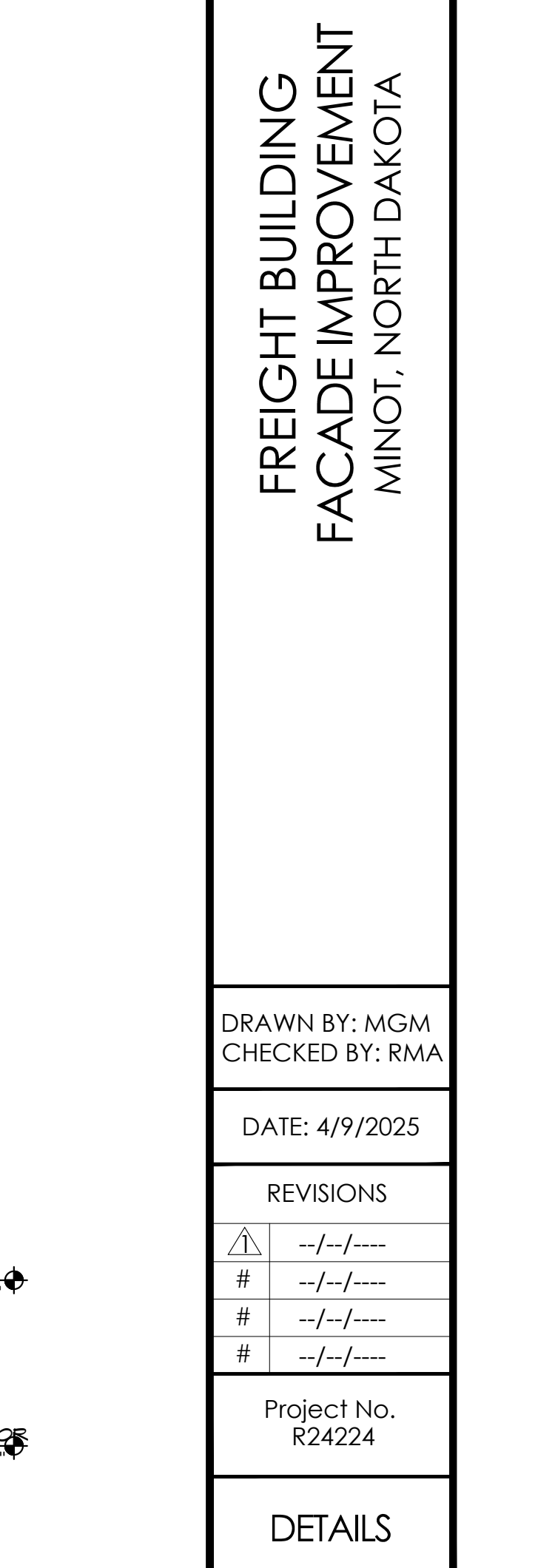
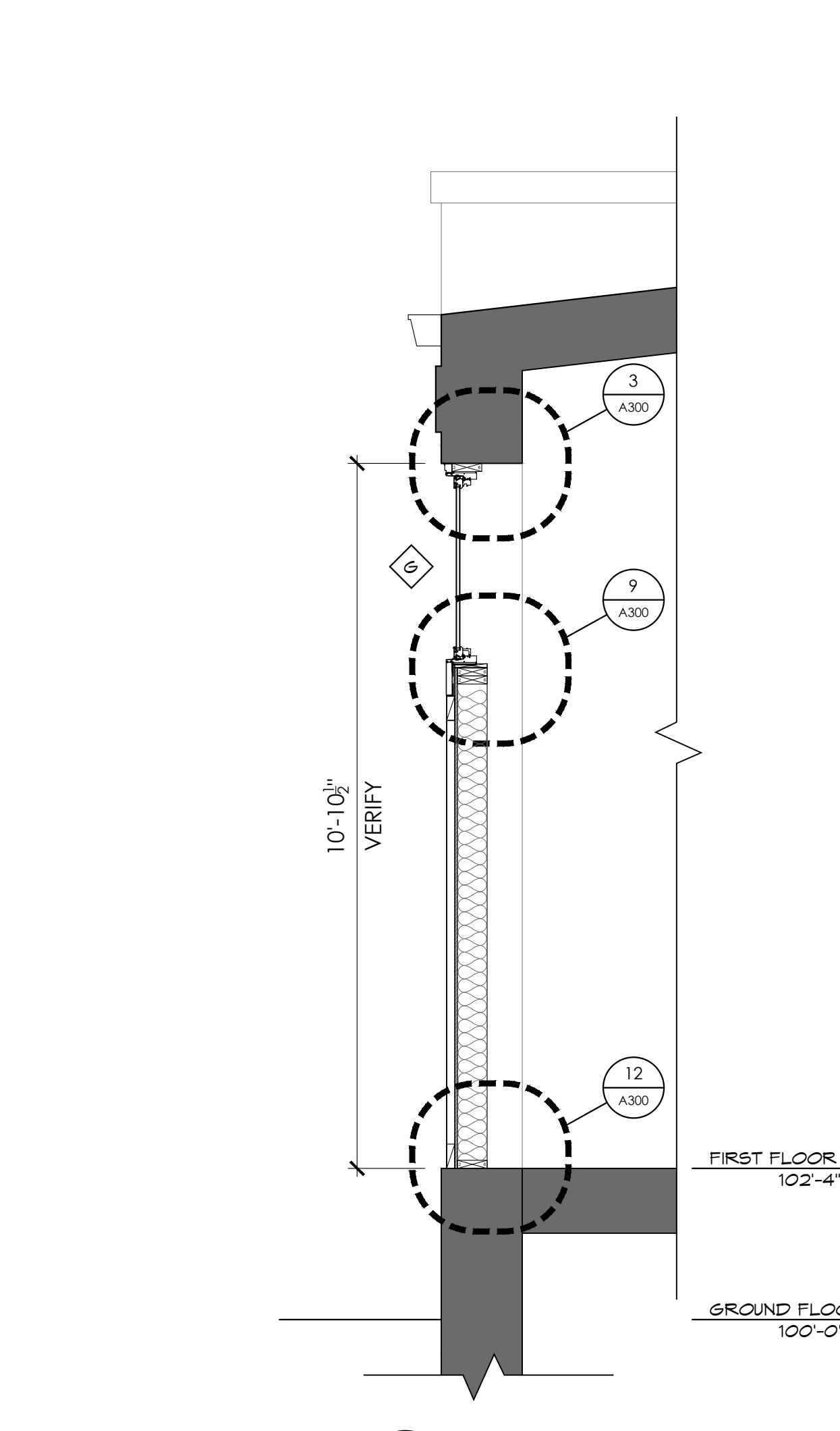
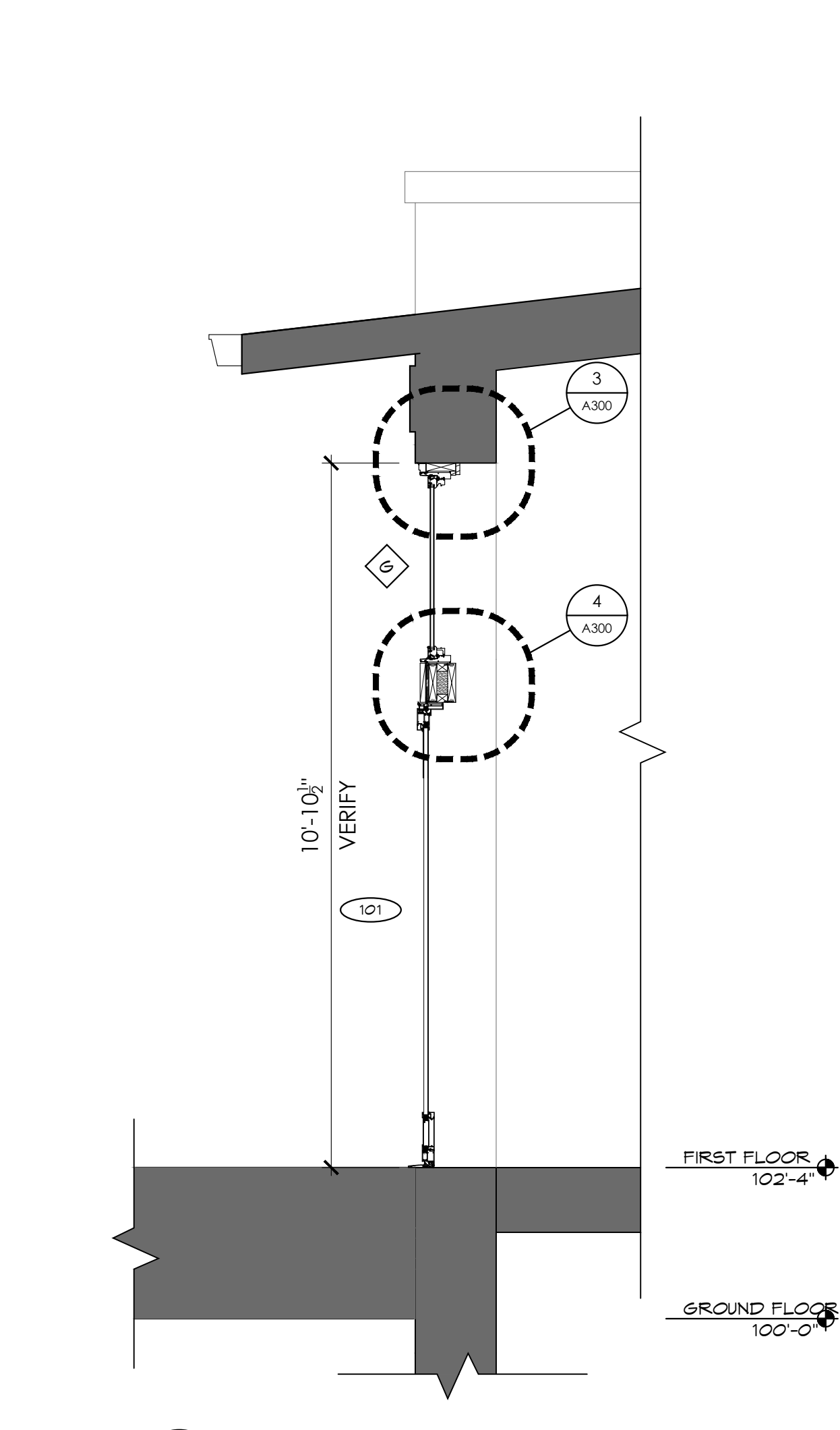
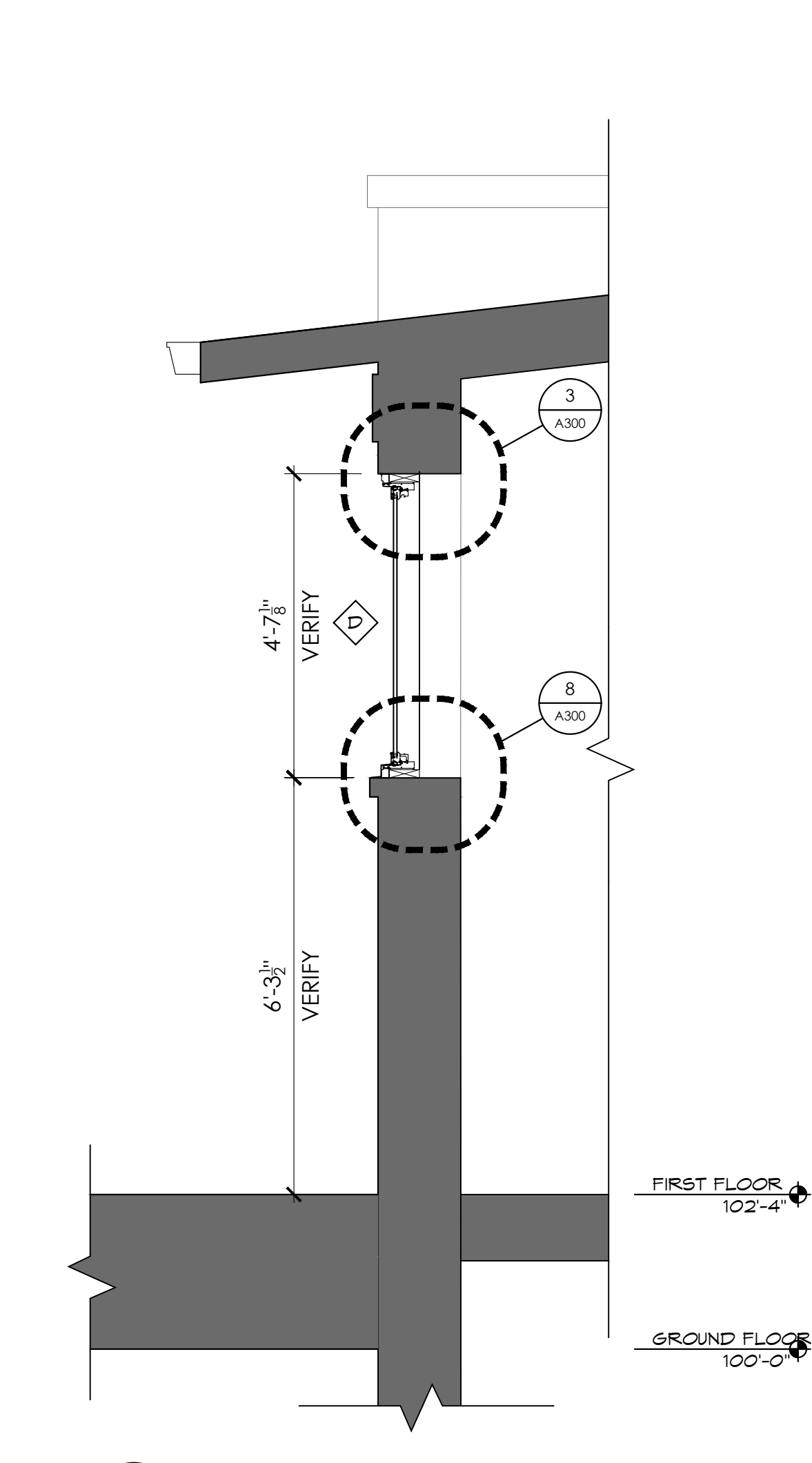
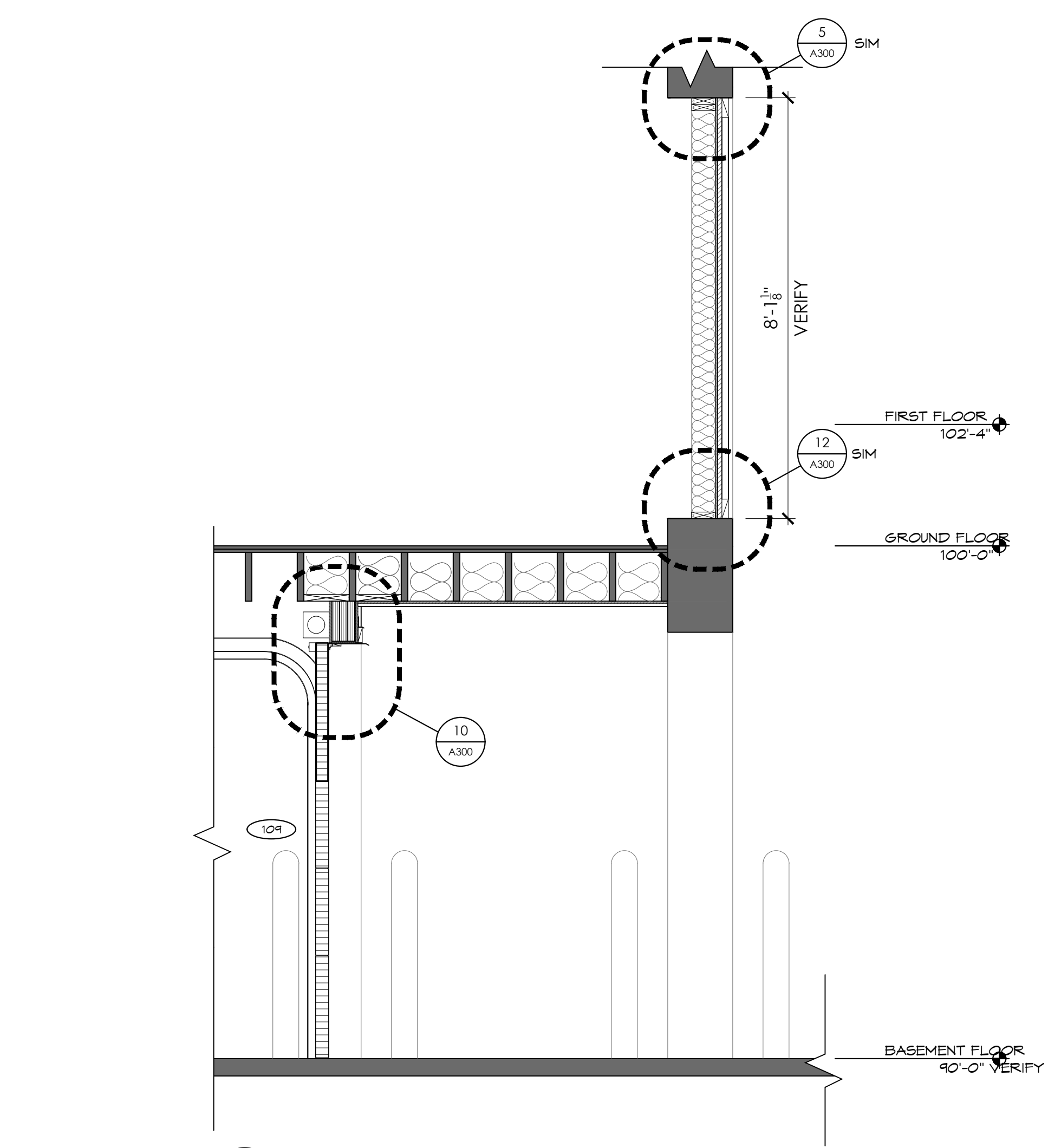
9 WINDOW TRANSOM @ FAUX DR
A300 SCALE: 1 1/2" = 1'-0"

10 OH DOOR
A300 SCALE: 1 1/2" = 1'-0"

11 HM DR HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"

12 FAUX DR SILL
A300 SCALE: 1 1/2" = 1'-0"

13 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"



14 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"

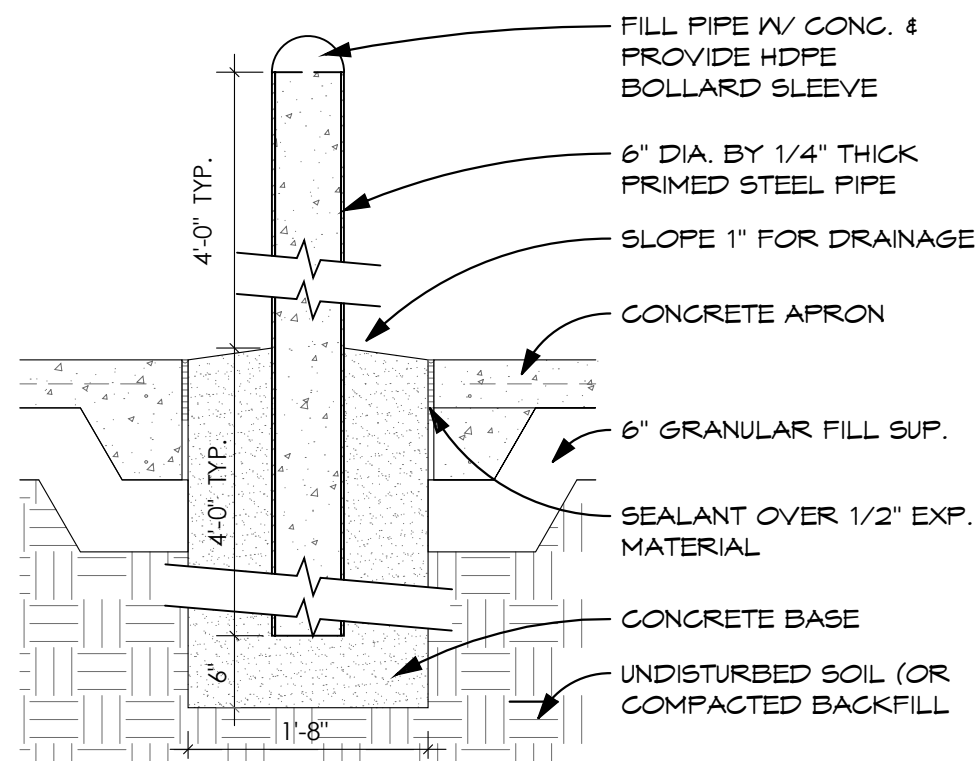
15 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"

16 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"

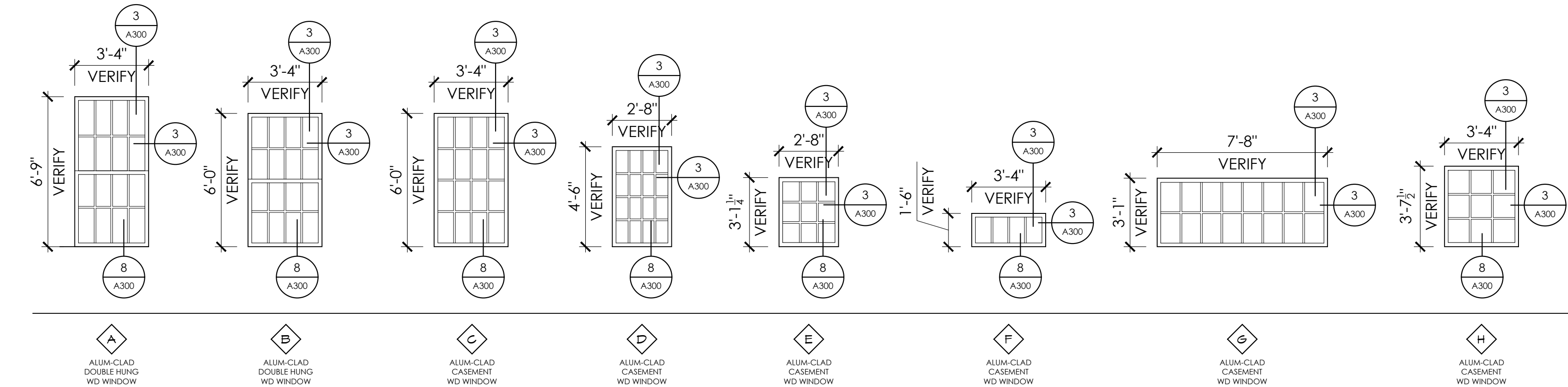
17 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"

18 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"

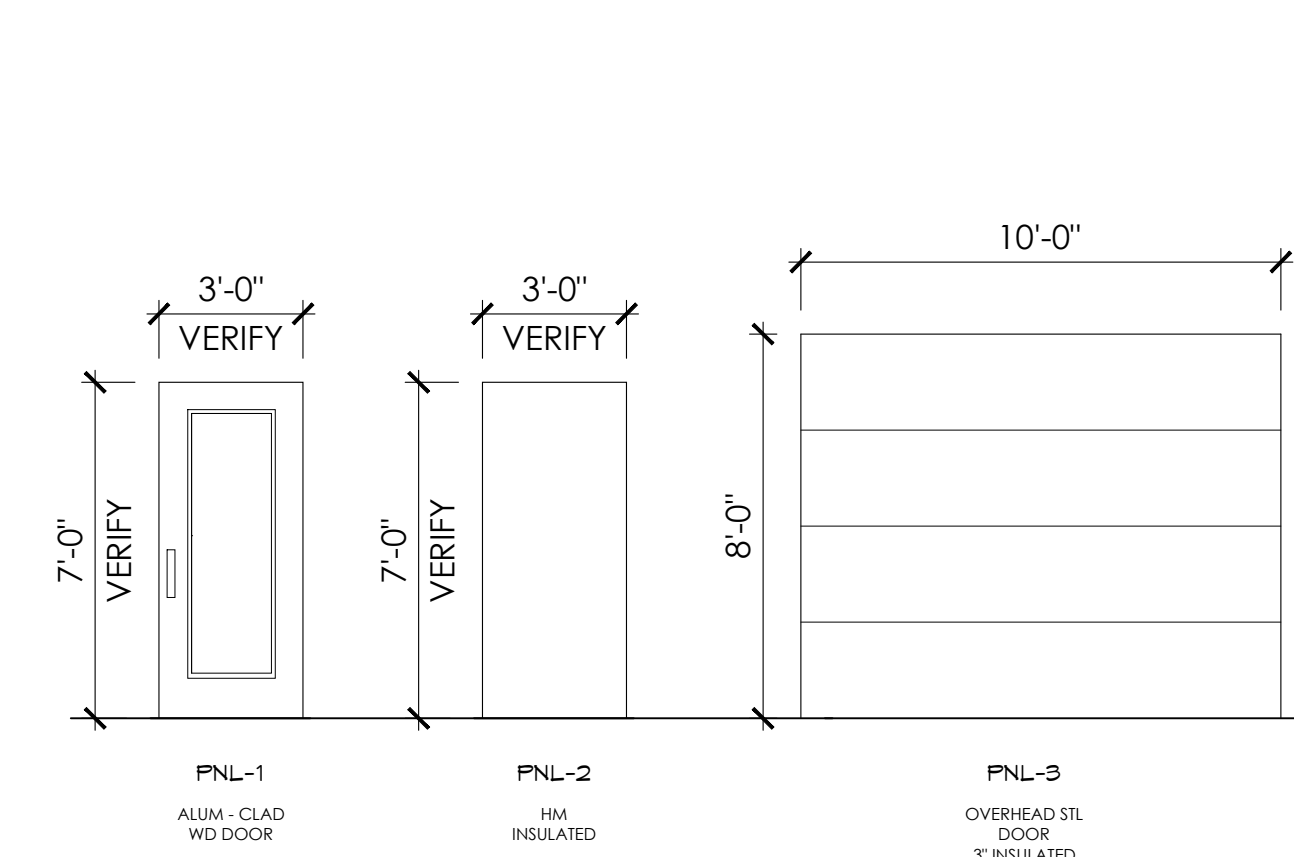
19 WALL SECTION
A300 SCALE: 1 1/2" = 1'-0"



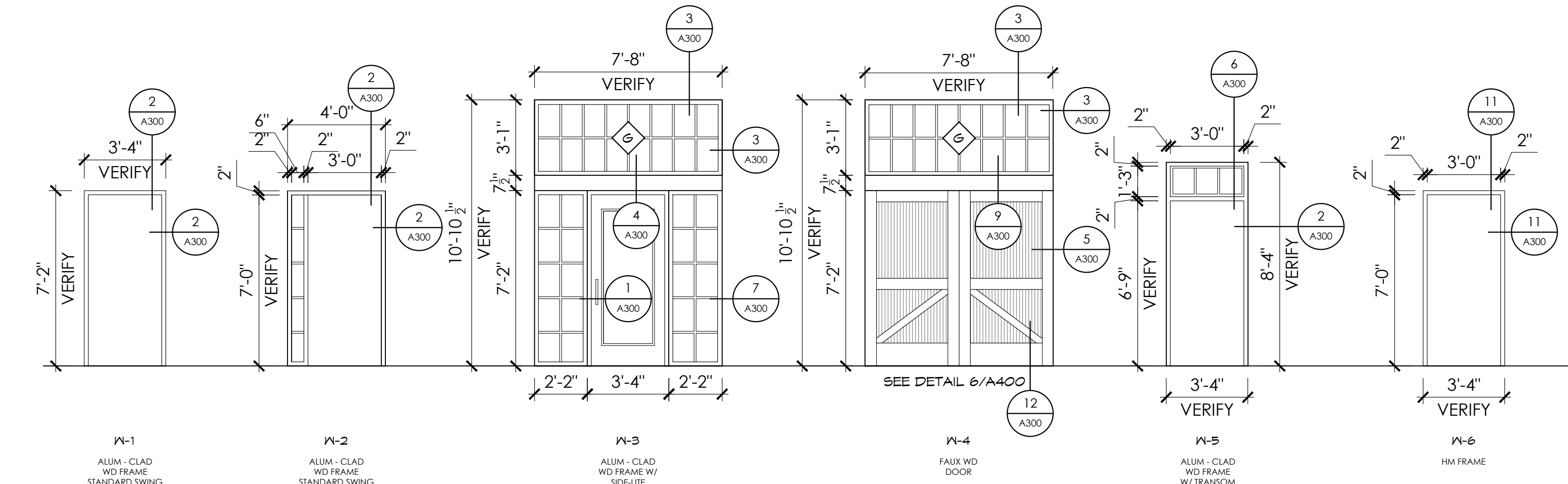
4 PIPE BOLLARD
A400 SCALE: 1 1/2" = 1'-0"



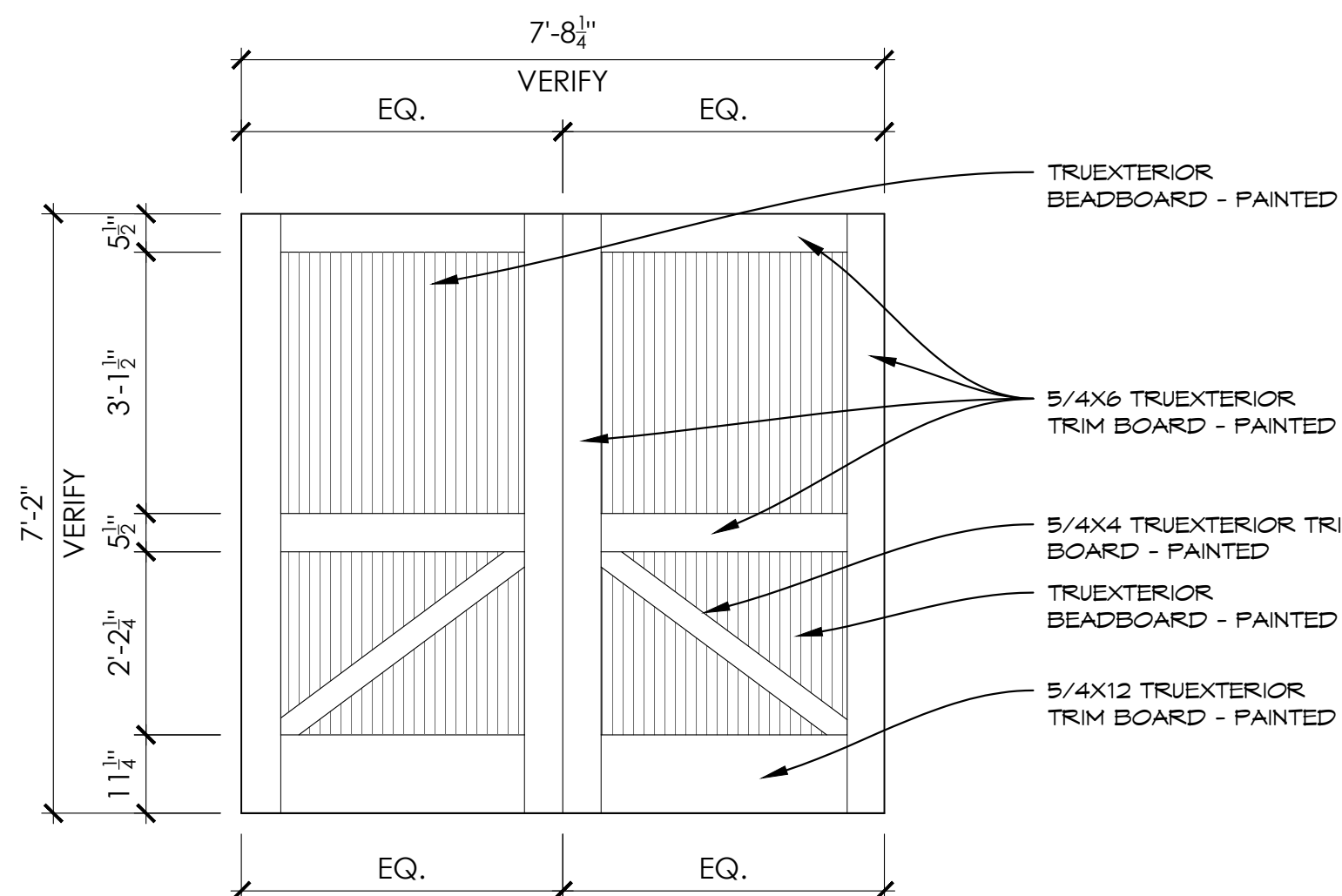
1 WINDOW TYPES
A400 SCALE: 1/4" = 1'-0"



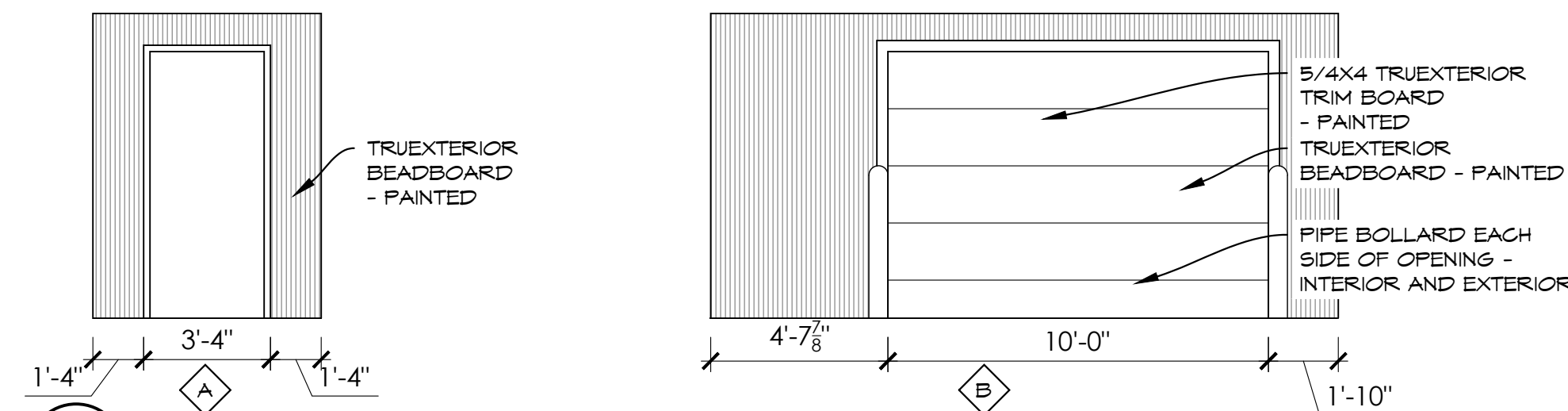
3 DOOR TYPES
A400 SCALE: 1/4" = 1'-0"



2 FRAME TYPES
A400 SCALE: 1/4" = 1'-0"



6 FAUX DOOR ELEVATION
A400 SCALE: 1/2" = 1'-0"



5 GARAGE ALCOVE ELEVATIONS
A400 SCALE: 1/4" = 1'-0"

DOOR SCHEDULE									
DOOR NO.	SIZE	DOOR MATERIAL	DOOR TYPE	FRAME TYPE	FRAME MATERIAL	HEAD DETAIL	JAMB DETAIL	SILL DETAIL	REMARKS
100	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-1	ALUMINUM	2/A300	2/A300		
101	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
102	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
103	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		HDCP OPERATOR
104	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
105	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
106	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-2	ALUMINUM	2/A300	2/A300		
107	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-5	ALUMINUM	10/A300	2/A300		
108	3'-0" X 7'-0" X 1-3/4"	HOLLOW METAL	PNL-2	W-6	HOLLOW METAL	11/A300	11/A300		
109	10'-0" X 8'-0"	STEEL	PNL-3	-	-	-	-		

WINDOW SCHEDULE						
TYPE	SIZE	FRAME MATERIAL	HEAD DETAIL	JAMB DETAIL	SILL DETAIL	GLASS TYPE
A	3'-4" X 6'-9"	WOOD	3/A300	3/A300	8/A300	-
B	3'-4" X 6'-0"	WOOD	3/A300	3/A300	8/A300	-
C	3'-4" X 6'-0"	WOOD	3/A300	3/A300	8/A300	-
D	2'-8" X 4'-6"	WOOD	3/A300	3/A300	8/A300	-
E	2'-8" X 3'-1"	WOOD	3/A300	3/A300	8/A300	-
F	1'-6" X 3'-4"	WOOD	3/A300	3/A300	8/A300	-
G	7'-8" X 3'-1"	WOOD	3/A300	3/A300	4&9/A300	-
H	3'-4" X 3'-7 1/2"	WOOD	3/A300	3/A300	8/A300	-

VERIFY ALL EXISTING OPENINGS FOR SIZING OF WINDOWS & DOORS

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 4/9/2025

REVISIONS

--/--/----

--/--/----

--/--/----

--/--/----

Project No.
R24224

DOOR &
WINDOW TYPE

A400



**City of Minot
Renaissance Zone Application**

Attachment 2 – Opinion of Probable Cost

Opinion of Probable Cost**The Freight House**

Minot, North Dakota

12-Jun-25

Item No.	Item Description	Est. Quantity	Unit	Unit Price	Subtotal
1	Interior Demolition / Cleaning	1	LS	\$ 125,000	\$ 125,000
2	Exterior Windows & Doors	1	LS	\$ 400,000	\$ 400,000
3	Exterior Tuck Pointing	1	LS	\$ 100,000	\$ 100,000
4	Roofing Replacement	1	LS	\$ 200,000	\$ 200,000
5	Insulation	1	LS	\$ 50,000	\$ 50,000
6	Fire Suppression	1	LS	\$ 90,000	\$ 90,000
7	Plumbing Systems	1	LS	\$ 90,000	\$ 90,000
8	HVAC Systems	1	LS	\$ 90,000	\$ 90,000
9	Electrical Systems	1	LS	\$ 200,000	\$ 200,000
10	Interior Structural Modifications	1	LS	\$ 150,000	\$ 150,000
11	Exterior Structural Modifications	1	LS	\$ 20,000	\$ 20,000
12	Interior Finishes - Common Space	1	LS	\$ 300,000	\$ 300,000
13	Interior Finishes - Tenant Space (Vanilla Shell)	1	LS	\$ 200,000	\$ 200,000
14	Signage	1	LS	\$ 50,000	\$ 50,000
Construction Subtotal					\$ 2,065,000
Design (8.5%)					\$ 175,525
Construction Admin (5%)					\$ 103,250
Contingency					\$ 256,225
Total					\$ 2,600,000



**City of Minot
Renaissance Zone Application**

Attachment 3 – Receipt of Ward County Taxes Paid

Shopping Cart: 0 items [\$0.00] 

 New Search

 Detail

 Payoff

 Help

Parcel #: MI24G200000030

Status: Paid

Type: RE

Owner: AKSAL GROUP LLC

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2024	25231	12/08/2024	\$7,038.65	1/7/2025 1/7/2025	\$3,962.81 \$2,768.26	

** Paid Amount may include penalty, interest, & discounts

Note:

The accuracy of this data is not guaranteed.
Web data was last updated 06/12/2025 12:05 AM.

Send Payments To:

Ward County Treasurer
PO Box 5005
Minot, ND 58702





**City of Minot
Renaissance Zone Application**

Attachment 4 – Certificate of Good Standing from ND Tax Commissioner



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

January 5, 2024

Ref: L1959398528

AKSAL GROUP LLC
[REDACTED]
[REDACTED]

000250-383



I, Brittany Herberholz, Customer Support Supervisor for the North Dakota Office of State Tax Commissioner, certify that the records in the North Dakota Office of State Tax Commissioner do not show any indebtedness owed to the State of North Dakota by AKSAL GROUP LLC, with respect to income taxes, sales and use taxes, or any other taxes collected by and payable to the Tax Commissioner's office. This company is, therefore, in good standing with the North Dakota Office of State Tax Commissioner. This certification does not include ad valorem property taxes collected by the respective county treasurers.

Dated this January 5, 2024 at Bismarck, North Dakota.

Brittany Herberholz
Customer Support Supervisor



**City of Minot
Renaissance Zone Application**

**Attachment 5 – Documentation of Tax Assessor’s Determination of
True and Full Value**

Parcel Number:
MI24.788.010.0000

Deed Holder:
AKSAL GROUP, LLC

Property Address:
110 E CENTRAL AVE
MINOT, ND 58701-3912 [MAP THIS ADDRESS](#)

Mailing Address:
[REDACTED]

Zoning:
C2/GENERAL COMMERCIAL

Sec-Twp-Rng:
24788--

Lot-Block:
0000-010

Legal Description:
KYLE'S ADDITION BLOCK 1

Lot Dimensions:
0 X 0 BLK 7

Land Use:
RENAISSANCE ZONE



Pin MI24.788.010.0000 Photo

1 / 1



Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
\$129,000	\$0	\$239,000	\$368,000

[Get Current Year Tax Estimate](#)

[Click here](#) to request information on pending or certified special assessments or call 701-857-4770.

For all other questions, please contact us at assessor@minotnd.org or 701-857-4160

Land Information

Lot Type	Square Feet	Acres
Sq. Ft x Rate	32,194	0.739

Commercial Building Information

Occupancy	Year Built	Building Area
▼ Warehouse (Transit)	1940	9,100
▼ Store - Grocery	1999	1,500
▼ Apartment	1940	1,500

Sale Information

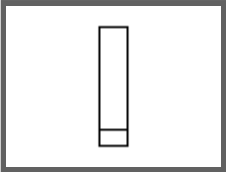
Sale Date	Amount	Recording
▼ 09/08/2020	\$675,000	3043161
▼ 02/20/2014	\$125,000	2970424
▼ 12/26/1996	\$30,000	750349
▼ 09/06/1995	\$18,000	733902

Sketch

Brick Warehouse building with low cost partitions for storage units wbsmt [9100]	
182	
50	
30	2 Sty wbsmt [1500]

Sketch of Pin MI24.788.010.0000

1 / 1

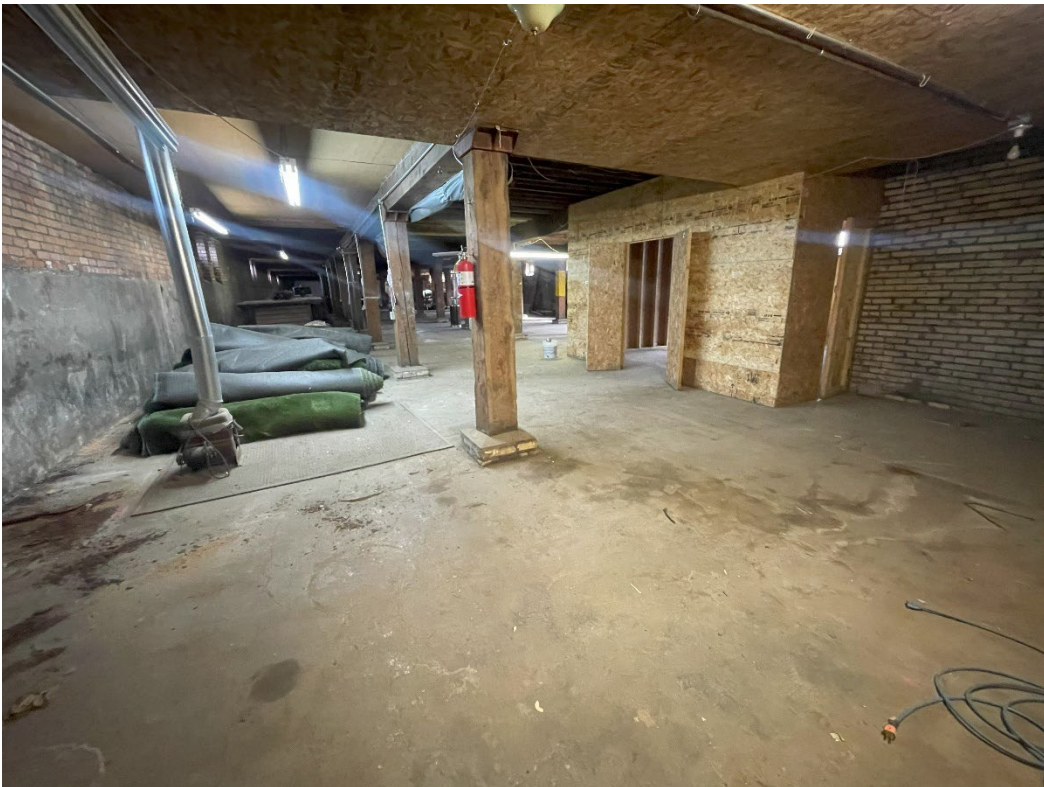




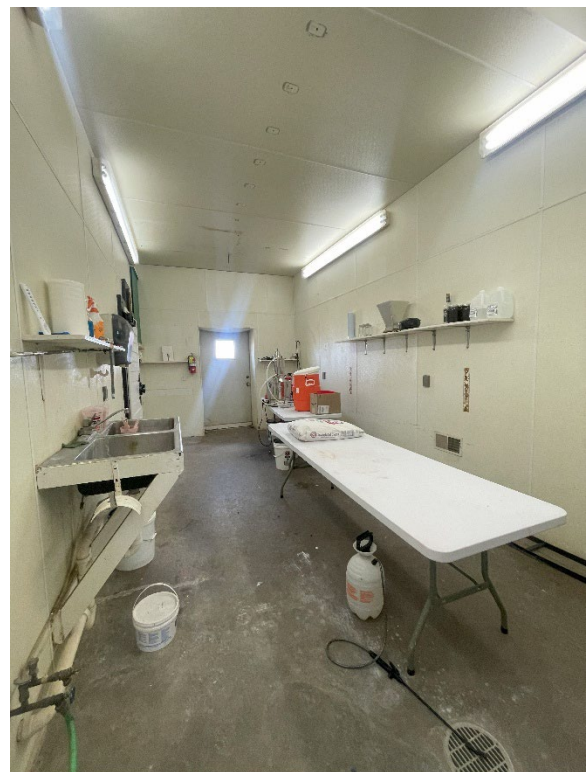
**City of Minot
Renaissance Zone Application
Freight House (110 East Central Avenue)**

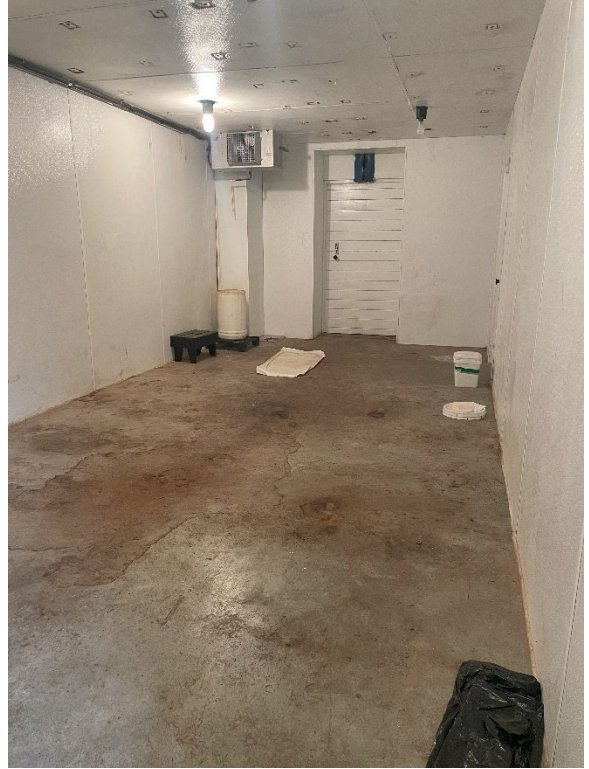
Attachment – Interior Photos















DATE: June 16, 2025

TO: City of Minot Renaissance Zone Review Board

FROM: Ryan Kamrowski, City Assessor

REFERENCE: Renaissance Zone Prospective Project located at 110 E. Central Ave

I have been asked to provide some property tax information on the current and estimated future assessment of a building at 110 E. Central Ave. The 2025 True and Full assessment is \$368,000. The building assessment portion is \$264,000 and the estimated taxes on the building amount for 2025 are \$4,500.

If the project were to receive approval under the renaissance zone exemption, the estimated True and Full Value on the building after completion of construction and through the 8 year exemption period would be approximately \$1,900,000. The estimated taxes on this amount for the building would be about \$32,000 per year. If the renaissance application were approved, approximately \$256,000 would not be collected over 8 years of tax exemption.

Please remember it is difficult to project values and tax rates into the future and if the completed building becomes different than proposed, estimates could change.

Please reach out to my office for any further questions.

On June 16, 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 05:30 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 Jantzer attended the ND League of Cities listening session, the MACEDC Board of Directors meeting, a Flag Day luncheon, a meeting with the City Attorney on personal appearances, a Military Affairs meeting, a regularly scheduled update meeting with the City Manager, the MREFPP MI-8/9 Public Input meeting, the change of command of the 741st missile squadron, and participated in the MPO Executive Director evaluation process.

EMPLOYEE RECOGNITION

Airport Director, Jennifer Eckman, along with Acting Mayor Jantzer, presented the AAAE Accreditation Award to Maria Romanick, the Airport Operations Manager.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council.

The motion to authorize the City Manager to sign the letter of support for the Job Corp Center 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; nays: Mike Blessum, Rob Fuller, Scott Samuelson. The motion failed.

Eide Bailly annual report was provided to the City Council by Finance Director, David Lakefield. Xcel Energy Business Advisory Committee has asked David Lakefield to commit to a 3-year term as a member of the committee.

RECOMMENDED CHIEF OF POLICE APPOINTMENT

The motion to approve the appointment of Michael Frye as Police Chief and approve directing staff to upgrade an existing Captain position to a Deputy Chief position 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.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

PUBLIC HEARING: CASE #2025-20 - LIECHTY HOMES 7TH ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT & ANNEXATION

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

PUBLIC HEARING

PUBLIC HEARING: CDBG FISCAL YEAR 2025 ACTION PLAN

The motion to close the Public Hearing and authorize staff to submit the FY25 Action Plan to HUD 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.

PUBLIC HEARING: CONDITIONAL APPROVAL OF RENAISSANCE ZONE CASE NO. M-109, A REQUEST BY CARL CLEMETSON FOR A FIVE-YEAR PROPERTY TAX BENEFIT FOR THE REHABILITATION OF A COMMERCIAL PROPERTY LOCATED AT 111 1ST ST. SE.

The motion to close the public hearing and approve the request and authorize staff to submit the application to the State of North Dakota for conditional approval 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; nays: Scott Samuelson.

CONSENT ITEMS

The motion to approve consent items 7.1-7.6, 7.8-7.12, and 7.14-7.15 with staff recommended action 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 June 2, 2025, Regular City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 5872 - Zoning Map Amendment - Highlander Estates 5th Subdivision
2. Ordinance No 6093 - 2025 BA - Souris Basin Transportation 2025

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Hairball Haven to conduct a raffle on June 14, 2025, at Corbett Field (1124 E Burdick Exwy).
2. Downtown Business and Professionals Assoc. to conduct a raffle on June 13, 2025, at The Spot (6 2nd St SE).
3. The Difference - A Holistic Approach to conduct a raffle on October 9, 2025, at Blissful Bee (3320 S Broadway Ste D).
4. The Difference - A Holistic Approach to conduct a raffle on July 17, 2025, at Corbett Field (1124 E Burdick Exwy).
5. Forgotten Warrior Foundation to conduct a raffle on June 16, 2025, at Corbett Field (1124 E Burdick Exwy).
6. Lure Em 4 Life to conduct a raffle on May 28, 2025, at Corbett Field (1124 E Burdick Exwy).
7. Minot Commission on Aging to conduct bingo and raffle every 2nd and 4th Thursday of the month during July 1, 2025, through June 30, 2026, at the Minot Commission on Aging (21 1st Ave SE).
8. Minot Area Recovery Community Organization to conduct a calendar raffle September 1-30, 2025, at the MARCO Office (720 Western Ave Ste 102).
9. Minot Y's Mens Club to conduct a sports pool September 4, 2025, through December 29, 2025 at the Minot Family YMCA (3515 16th St SW).
10. 1Minot Girls Wrestling Boosters to conduct a raffle on July 31, 2025, at Magic City Campus (1100 11th Ave SW).
11. Minot Girls Fastpitch, Inc. to conduct a raffle on June 14, 2025, at Minot Park District - Scheels South Hill Complex (301 16th Ave SE).
12. Souris Valley United Way to conduct a raffle on July 17, 2025, at Beowulf Golf Course (1912 Valley Bluffs Drive).
13. Three Special Event Permits for The Spot (6 2nd Ave NE).
14. Special Event Permit for Prairie Sky Breads (3 1st St SE).
15. Nine Special Event Permits for Pointe of View Winery (8413 19th Ave NW Burlington, ND).
16. Special Event Permit for Saul's (105 1st St SE Basement).
17. Special Event Permit for Bones BBQ (437 N Broadway).
18. Special Event Permit for Dakota Lounge (1935 20th Ave SE).
19. Special Event Permit for X-Golf (1912 Valley Bluffs Dr).

20. Special Event Permit for Minot State University (500 University Ave W).
21. Six Special Event Permits for the Blue Rider (118 1st Ave SE).

GAMING SITE AUTHORIZATION RENEWALS -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:

Bishop Ryan Catholic School
Bishop Ryan Catholic School (316 11th Ave NW)
Bones BBQ (437 N Broadway)

APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS – Approve the May 2025 general accounts receivable write-offs.

APPROVE SELECTION OF AUDIT FIRM FOR INDEPENDENT FINANCIAL AUDIT AND OTHER PROFESSIONAL SERVICES - Approve the selection of Eide Bailly, LLP for independent financial audit services for the initial term through fiscal year ending December 31, 2026; and authorize the Finance Director to sign any engagement letters.

SBT DEMAND RESPONSE SERVICE AGREEMENT - Approve the contract agreement and authorize the interim Mayor and staff to sign applicable documentation.

WATERMAIN REPLACEMENT PROJECTS - RESOLUTION OF GOVERNING BODY AND REIMBURSEMENT RESOLUTION - Approve the attached resolutions to apply for a DWSRF loan.

APPROVE THE LETTER OF SUPPORT FOR ENGLE COURT - Approve the letter of support for the project and authorize the Mayor to sign for Minot Housing Authority.

CASE #2023-07-03 - HIGHLANDER ESTATES 5TH ADDITION - FINAL PLAT - Approve the proposed final subdivision plat as provided in Attachment A, and authorize the Mayor to sign the Developers Agreement as provided in Attachment B.

CASE #2023-06-03 - 55TH CROSSING 9TH ADDITION - FINAL PLAT - Approve the proposed final subdivision plat as provided in Attachment A, and authorize the Mayor to sign the Developers Agreement in Attachment B.

AGGIE FOUNDATION AND MINOT HOCKEY BOOSTERS DONATION TO THE MINOT POLICE DEPARTMENT K-9 TEAM - Accept a donation in the amount of \$2,836.00 from the Aggie Foundation Trust and \$1,000 from the Minot Hockey Boosters Gaming Trust, for the purchase of a K9 Bullet-proof vest; and approve the ordinance to amend the 2025 annual budget to increase the Police Department furniture and equipment expenditures and contributions and donations revenue on first reading.

2027 EDISON SAFE ROUTES TO SCHOOL (SRTS) - ACCEPTANCE OF GRANT (4891) - Accept the Transportation Alternatives Grant from the NDDOT for the 2027 Edison SRTS project.

PARATRANSIT SERVICE AGREEMENT WITH SBT AND BUDGET AMENDMENT

The motion to approve the updated agreement with SBT for Paratransit ADA services from July 1, 2025, through December 31, 2025; approve the Interim Mayor and staff to sign the updated agreement with SBT; and approve the proposed budget amendment on first reading 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.

RECYCLING TRANSPORT SERVICES RENEWAL - 1 CALL SEPTIC SERVICE, INC.

The motion to approve the renewal of the existing contract under the same terms and conditions for a period of one year, and authorize the Mayor to sign the contract renewal 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.

ACTION ITEMS

SAFE STREETS AND ROADS FOR ALL GRANT AUTHORIZATION (4778)

The motion to proceed with the Safe Street and Roads for All Comprehensive Safety Action Plan Grant from the US Dept. of Transportation; authorize the Mayor to sign and execute the Safe Street and Roads for All Grant Agreement with the United States Department of Transportation; and approve the attached budget amendment on first reading 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, Paul Pitner; nays: Mike Blessum, Rob Fuller, Scott Samuelson. The motion failed.

AIRPORT TERMINAL PA UPGRADES

The motion to approve the agreement with AtlasIED for the intercom system upgrades; approve the attached budget amendment on the first reading; and authorize the Mayor to sign the attached purchase agreement 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.

VELVA BRIDGE REPLACEMENT - MREFPP PHASE VE-1 - AWARD OF BID (3529.06)

The motion to concur with the SRJB bid award of Phase VE-1 to Industrial Builders, Inc., in the amount of \$9,889,769.18 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.

ORDINANCE

The motion to approve the following ordinance on second reading: Ordinance No. 6094 - Tobacco Ordinance Amendments hearing official 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.

PERSONAL APPEARANCES

Josiah Roise spoke to the City Council about his views on constitutional rights and law enforcement. The motion to add a minute to Josiah Roise's personal appearance 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, Paul Pitner, Scott Samuelson; nays: Mark Jantzer, Lisa Olson. Melissa Faris spoke to the City Council about transit and Souris Basin Transportation, along with issues with law enforcement. Joan spoke to the city council about her experience in the medical field, along with the law enforcement field.

MISCELLANEOUS AND DISCUSSION ITEMS

2024 AIRPORT PAVEMENT CONDITION INDEX STUDY

Jamison, with Mead and Hunt, presented the 2024 Airport Pavement Condition Index Study.

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) UPDATE

Chief Kelli Kronschnabel provided the City Council with an update on staffing for adequate Fire and Emergency Response (SAFER) grant changes.

The motion to direct staff to not submit for the SAFER Grant at this time was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Paul Pitner, Scott Samuelson; nays: Mark Jantzer, Lisa Olson.

LIAISON REPORTS

Alderman Fuller attended the Library Board meeting. Alderman Samuelson attended the Canvassing Board meeting. Alderman Pitner attended the Transit and PD Tour, a Visit Minot meeting, the Chief of Police interview panel, the Candidate Meet & Greet and has an upcoming Economic Development Plan Review Committee meeting. Alderman Blessum attended the Canvassing Board meeting and 911 Committee meeting. He also mentioned the upcoming Economic Development Plan Review Committee meeting. Alderwoman Olson attended the Canvassing Board meeting, the Finance Department Auditing RFQ interviews, the SBPC Executive Board meeting, and the Construction Projects Neighborhood meeting.

ADJOURNMENT

The motion to adjourn the meeting at 7:16 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. 6095

AN ORDINANCE TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF MINOT; LOT 1 LIECHTY HOMES 7th ADDITION TO THE CITY OF MINOT, NORTH DAKOTA.

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

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

LOT 1 LIECHTY HOMES 7th ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA.

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

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

PASSED FIRST READING: June 16, 2025

PASSED SECOND READING: July 7, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO. 6096

AN ORDINANCE REZONING LOT 1 LIECHTY HOMES 7TH ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA FROM “AG” AGRICULTURAL DISTRICT TO “MH” MANUFACTURED HOME DISTRICT.

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

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

LOT 1 LIECHTY HOMES 7TH ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA

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

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

PASSED FIRST READING:

June 16, 2025

PASSED SECOND READING:

July 7, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO: 6097

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
PUBLIC TRANSPORTATION DEPARTMENT OTHER PROFESSIONAL SERVICES
REVENUES AND EXPENDITURES FOR PARATRANSIT ADA SERVICES:**

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

- §1: An ordinance amending the 2025 annual budget to increase the public transportation department other professional services revenues and expenditures for paratransit ADA services:

20566000-43300		\$87,195
20500000-33100		69,756
20500000-33400		21,439

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

PASSED FIRST READING: June 16, 2025

PASSED SECOND READING: July 7, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6098

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT FURNITURE AND EQUIPMENT REVENUES AND
EXPENDITURES FOR THE PURCHASE OF A BALLISTIC VEST:**

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

- §1: An ordinance amending the 2025 annual budget to increase the police department furniture and equipment revenues and expenditures for the purchase of a ballistic vest:

10000000-36400		\$3,836
10021000-46102		3,836

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

PASSED FIRST READING: June 16, 2025

PASSED SECOND READING: July 7, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6099

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
AIRPORT STRUCTURE REPAIR AND MAINTENANCE REVENUES AND
EXPENSES FOR THE AIRPORT TERMINAL PA UPGRADES:**

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

- §1: An ordinance amending the 2025 annual budget to increase the Airport structure repair and maintenance revenues and expenses for the Airport Terminal PA upgrades:

11050000-44320		\$166,724
11000000-33400		189,378

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

PASSED FIRST READING: June 16, 2025

PASSED SECOND READING: July 7, 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: July 7, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Delight & Co. Diaper Pantry to conduct a raffle on June 23, 2025, at Corbett Field (1124 E Burdick Exwy).
2. Kickin it with Craig Klein Benefit to conduct a raffle on June 28, 2025, at The Spot (6 2nd St SE).
3. Northern Infidels Motorcycle Club to conduct a raffle on June 14, 2025, at Northern Infidels Motorcycle Clubhouse (305 4th Ave NW).
4. Special Event Permit for Nola's Lounge (919 Burdick Exwy W).
5. Special Event Permit for Arny's 2.0 (12 3rd St SE).
6. Special Event Permit for The "O"riginal Bar and Nightclub (720 N Broadway).
7. Three Special Event Permits for Minot State University (500 University Ave W).
8. Special Event Permit for the Blue Rider (118 1st Ave SE).
9. Two Special Event Permits for Saul's (105 1st St SE Basement).

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.

Department: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 4,452.14
Brock, Vanessa M	\$ 4,402.59
Brock, William	\$ 4,839.73
Choi, Alex M	\$ 6,511.83
Clark, Benjamin P	\$ 4,373.60
Davis, Brandon	\$ 5,100.34
Depriest, Isaac	\$ 4,922.50
Dickson, Earnest edward	\$ 7,915.80
Draper, David	\$ 5,482.03
Eckman, Jennifer	\$ 12,494.56
Hunter, Kyle James	\$ 3,641.44
Kaminski, Thomas	\$ 3,984.02
Klein, Craig A	\$ 4,409.22
Long, Jessica	\$ 6,585.64
Molloy, Danielle Elisabeth	\$ 3,635.25
Moody, Sharon	\$ 4,607.65
Norby, Judy	\$ 4,404.69
Ortiz-Pabon, Nelson	\$ 4,623.48
Rafala, Michael	\$ 5,995.77
Romanick, Maria C	\$ 6,918.96
Romero, Melvin Frederick	\$ 3,144.66
Sanders, Sean Edward	\$ 1,106.10
Takashige, Alec N	\$ 5,712.43
Urban, Randy N	\$ 3,856.34
VanLaan, Noah James	\$ 2,624.76
Totals for Department Airport	
Total	\$ 125,745.53

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,527.27
Kamrowski, Ryan L	\$ 9,537.95
Lovelace, Daniel D	\$ 6,944.20
Maragos, Sheila M	\$ 7,294.29
Nelson, Chelsy	\$ 4,120.24
Totals for Department Assessors	
Total	\$ 36,423.95

Department: Cemetery	
Name	Gross Pay
Magcalas, Noah Reece Harrison	\$ 705.20

Name	Gross Pay
Roteliuk, Rondel R	\$ 7,116.94
Seifert, James R	\$ 6,064.89
Wiggins, Kaitlynn	\$ 3,812.40
Zietz, Cole J	\$ 5,203.19
Zietz, Nicholas	\$ 3,182.50
Totals for Department Cemetery	
Total	\$ 26,085.12

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 8,856.91
Henjum, Nathaniel	\$ 4,776.85
Horst, Nancy	\$ 3,189.26
Schmitz, Nick	\$ 7,828.23
Stalheim, Stefanie	\$ 11,896.50
Withouse, Rebekkah Jewel	\$ 3,779.92
Totals for Department City Attorney	
Total	\$ 40,327.67

Department: City Council	
Name	Gross Pay
Blessum, Michael	\$ 1,190.00
Fuller, Robert M	\$ 1,190.00
Jantzer, Mark J	\$ 1,500.00
Olson, Lisa M	\$ 1,190.00
Pitner, Paul	\$ 1,190.00
Samuelson, Scott A.	\$ 1,190.00
Totals for Department City Council	
Total	\$ 7,450.00

Department: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 14,801.80
McWilliams, Mikayla	\$ 6,425.01
Schraeder, Ann M	\$ 4,806.46
Stein, Jeanne	\$ 7,091.94
Stewart, Harold Leroy	\$ 16,033.50
Totals for Department City Manager	
Total	\$ 49,158.71

Department: City Shop	
Name	Gross Pay

Name	Gross Pay
Anderson, Robbie	\$ 4,437.26
Bradford, Emil	\$ 4,154.58
Headrick, Jesse	\$ 3,952.26
Hermanson, Brook A	\$ 6,748.88
Hughbanks, Brian	\$ 4,121.67
Ortmann, Donald G	\$ 6,201.52
Rivera, Frank R	\$ 4,757.10
Schaubroeck, April S	\$ 3,743.47
Schmidt, Charles Joseph	\$ 7,828.31
Simard, Brennan Durwood Robert	\$ 3,118.32
Smith, Zachary Thomas	\$ 3,828.17
Totals for Department City Shop	
Total	\$ 52,891.54

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 6,130.34
Badem, Rachelle	\$ 4,246.76
Brown, Justice	\$ 4,890.21
Buchweitz, Savanah Raelyn	\$ 4,317.98
Christie, Sean A	\$ 8,039.87
Evans, Amy	\$ 4,523.16
Fahy, Wayne W	\$ 7,091.94
Haugan, Margaret H	\$ 7,828.23
Lausch, Jacqueline	\$ 6,882.11
Lonis, Ashleigh	\$ 5,998.43
Meicher, Chloe G	\$ 4,174.26
Newman, Samantha	\$ 6,273.49
Okon, Destany Lynn	\$ 4,098.34
Pakkala, Paige Lillian	\$ 4,094.81
Roehm, Brandi	\$ 4,659.14
Sorensen, Elizabeth A	\$ 8,555.25
Yost, Braydon Gage	\$ 4,417.85
Totals for Department Dispatch	
Total	\$ 96,222.17

Department: Engineering	
Name	Gross Pay
Cowper, Gannon H	\$ 2,641.59
Erickson, Aleesha L	\$ 7,389.12
Foley, Taylor	\$ 5,018.83
Geigle, Brianna Paige	\$ 2,886.46
Hancock, Benjamin Thomas	\$ 1,952.90
Hernandez, Gabriel	\$ 4,833.99

Name	Gross Pay
Hoffart, Jesse	\$ 7,091.94
Huettl, Emily	\$ 9,537.95
King, Matthew R	\$ 7,091.94
Meyer, Lance E	\$ 12,434.06
Ramos, Nicole	\$ 5,820.72
Romann, Alicia A	\$ 5,678.64
Steckler, Thomas E	\$ 7,828.23
Swartz-Dahl, Sami	\$ 5,144.64
Vorgitch, Julia	\$ 4,675.11
Totals for Department Engineering	
Total	\$ 90,026.12

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,425.01
Grabow, Randi L	\$ 5,273.33
Lakefield, David	\$ 13,181.18
Molina, Crystal R	\$ 4,898.48
Nerem, Laurisa	\$ 4,547.08
Nishek, Laurie	\$ 5,539.48
Olson, Jaelee	\$ 5,025.36
Schmidt, Susan	\$ 5,273.33
Shefstad, Brittany J	\$ 5,966.26
Shelkey, Melody L	\$ 7,853.23
Van Grinsven, Kristin	\$ 6,585.64
Variste, Jeanny	\$ 4,566.09
Zeece, Holly	\$ 3,777.89
Zelinski, Jenna M	\$ 8,665.85
Totals for Department Finance	
Total	\$ 87,578.21

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,856.91
Berg, Lorie A	\$ 12,398.85
Brown, Robby	\$ 6,610.30
Burns, Austin T	\$ 8,881.91
Hammer, Stuart	\$ 2,242.56
Hardy, Glen A	\$ 9,562.95
Klein, Adam Jerome	\$ 6,268.26
Kronschnabel-Dostert, Kelli	\$ 13,156.18
Maxwell, Mason W	\$ 9,537.95
Seifert, Travis J	\$ 7,190.26
Summers, Dana W	\$ 6,292.45

Name	Gross Pay
Weber, Brent A	\$ 10,020.78
Totals for Department Fire - Administration	
Total	\$ 101,019.36

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 7,740.39
Allen, Scott	\$ 6,984.08
Anderson, Joseph	\$ 4,607.65
Angelo, Jason	\$ 5,787.58
Baker, Griffin Joseph	\$ 4,768.07
Beck, Kyle W	\$ 8,509.69
Berntson, Austin	\$ 5,411.35
Boechler, Matthew A	\$ 4,385.40
Burgess, Justin T	\$ 7,637.52
Christen, Tyler	\$ 4,996.29
Coleman, Alexander	\$ 6,432.20
Croxall, Jeremy M	\$ 5,496.00
Degele, Travis W	\$ 8,593.11
Dockter, James	\$ 6,432.20
Eull, Mitchell	\$ 4,519.29
Filkins, Jacob E	\$ 6,045.45
Fylling, Jacob	\$ 574.32
Garberg, Tully D	\$ 6,089.07
Ghent, Tyler	\$ 4,174.11
Gilliss, Shane	\$ 9,793.21
Hanselman, Andrew J	\$ 8,628.64
Hanson, Myles	\$ 7,000.25
Haskins, Patrick	\$ 4,960.28
Hayden, Jameson	\$ 4,628.80
Kristiansen, Hans	\$ 10,518.37
Laks, Damon	\$ 5,361.29
Laskowski, Paul J	\$ 8,593.11
Lentz, Jacob W	\$ 8,841.83
Mathieson, Mark	\$ 5,343.96
Meadows, Casey D	\$ 8,867.95
Meadows, Jaydee	\$ 6,276.10
Meyer, Trent	\$ 4,308.23
Nelson, Brady Kent	\$ 4,666.80
Nerem, Jesse	\$ 4,462.91
Newman, Phillip	\$ 4,840.75
Olson, Joshua	\$ 5,515.67
Orr, Jeremiah	\$ 5,940.68
Perry, Cody Arnold	\$ 4,101.36

Name	Gross Pay
Peterson, Aaron P	\$ 7,740.39
Raymond, Daniel	\$ 6,840.64
Rice, Alec D	\$ 4,385.40
Rohrbach, Robert A	\$ 7,551.76
Ross, Michael T	\$ 5,875.02
Rostberg, Casey	\$ 6,593.38
Safranski, Dustin M	\$ 6,289.54
Schill, Kyle	\$ 5,213.26
Schoenborn, Matthew Lee	\$ 4,101.36
Schriock, Kerry W	\$ 10,369.61
Shoemaker, Charles	\$ 8,042.26
Staples, Kayden	\$ 4,308.23
Tancabel, Andrew	\$ 8,285.46
Taylor, Matthew	\$ 5,591.95
Tougas, Brady W	\$ 4,850.88
Urban, Augustus	\$ 5,476.88
Walhood, Bradley	\$ 1,370.10
Walter, Devin M	\$ 7,989.10
West, Jason	\$ 8,033.84
Wolf, Hunter	\$ 4,758.00
Zabka, Aaron	\$ 5,380.77
Totals for Department Fire Control	
Total	\$ 360,881.79

Department: Human Resources	
Name	Gross Pay
Beck, Kelly	\$ 3,762.41
Porterfield, Monica L	\$ 7,109.92
Scott, Courtney K	\$ 5,430.08
Thurston, Brittany Charlotte	\$ 7,287.06
Totals for Department Human Resources	
Total	\$ 23,589.47

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,467.45
Herslip, Jacob	\$ 4,353.95
Knudsvig, Miles	\$ 5,514.59
McKibben, Jason S	\$ 9,128.34
Podolski, Tyler	\$ 4,320.24
Ulrickson, Paul M	\$ 8,690.85
Totals for Department IT	
Total	\$ 38,475.42

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 6,115.83
Degroot, Gage	\$ 7,785.52
Hancock, Thomas	\$ 1,900.00
Heizelman, Gerald Lee	\$ 5,018.83
Johnson, Jennifer Lynn	\$ 4,547.78
Kilichowski, Owen J	\$ 6,305.13
Kimball, Michelle L	\$ 5,404.38
Murphy, Michael J	\$ 7,269.27
Ringsaker, Kelsey Raye	\$ 1,382.61
Sickler, Laurie A	\$ 5,273.73
Stewart, Tony Earl	\$ 5,539.88
Tillema, Luke	\$ 9,305.24
Totals for Department Inspections	
Total	\$ 65,848.20

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 4,120.24
Anderson, Melissa Ann	\$ 3,881.93
Boucher, Robbie R	\$ 5,148.46
Bullard-Wolf, Christina	\$ 5,244.29
Bullard-Wolf, Travis D	\$ 5,105.56
Curelo, Steven	\$ 4,359.75
Foster, Krystle A	\$ 3,381.37
Helgeson, David	\$ 4,941.72
Mullikin, Christopher Ryan	\$ 3,655.40
Reimche, Tyler J	\$ 5,273.73
Shefstad, Allen	\$ 6,299.70
Zuck, Darren S	\$ 5,388.16
Totals for Department Landfill	
Total	\$ 56,800.31

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,857.80
Bickell, Destiny Jayd	\$ 3,825.02
Brown, Leah M	\$ 1,459.35
Carswell, Pamela E	\$ 5,450.77
Fagerland, Benjamin	\$ 3,382.00
Frey, Katelin Margaret	\$ 1,119.71
Hall, Bradley William	\$ 665.44

Name	Gross Pay
Humble, Katie	\$ 564.76
Huseth, Valerie	\$ 3,825.01
Julson, Marcia G	\$ 4,549.57
Lien, Kathryn	\$ 4,052.63
McGrady, Hunter Lee	\$ 1,368.37
Miller, Emily	\$ 11.46
Monley, Randi D	\$ 5,187.55
Moya, Zhaina	\$ 7,827.45
Ostlund, Emily	\$ 4,896.19
Pecoraro, Betty	\$ 1,648.44
Pikka, Joshua	\$ 6,016.56
Possen, Lacey A	\$ 4,312.29
Prevett, Destiney Raine	\$ 1,694.79
Schneibel, Veronica	\$ 4,473.11
Timothy, Scott D	\$ 5,825.98
Wernecke, Elizabeth MayLynn	\$ 1,304.36
Wheeler, Mary P	\$ 6,166.96
Williams, David J	\$ 995.63
Wolf, Julie M	\$ 3,526.67
Ziegler, Kassandra M	\$ 3,857.80
Totals for Department Library	
Total	\$ 91,865.67

Department: Metro Planning Org	
Name	Gross Pay
Van Dyke, John W	\$ 9,152.10
Totals for Department Metro Planning Org	
Total	\$ 9,152.10

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 4,733.62
Glines, Morgan	\$ 300.00
Harvey, Kristain	\$ 4,018.62
McNicholas, Andrea	\$ 4,018.62
Tallman, Nicole	\$ 5,019.23
Totals for Department Municipal Court	
Total	\$ 18,090.09

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 5,990.60
May, Ashley Elizabeth	\$ 3,847.89

Name	Gross Pay
O'Keefe, Kevin	\$ 5,314.92
Parsons, John	\$ 3,656.02
Plesuk, Sara Dawn	\$ 4,188.57
Sims, Aaron	\$ 3,773.10
Solberg, Dana	\$ 3,411.66
Walker, James Alonso	\$ 4,549.70
Totals for Department NAWS Biota Plan	
Total	\$ 34,732.46

Department: National Disaster Recover	
Name	Gross Pay
Plank, Christopher J	\$ 6,115.39
Totals for Department National Disaster Recover	
Total	\$ 6,115.39

Department: PW Utility Admin	
Name	Gross Pay
Cofell, Benjamin H	\$ 8,224.56
Cuypers, Anthony J	\$ 4,328.36
Hoyt, Kari L	\$ 5,820.60
Meyer, Veronica M	\$ 9,078.34
Schettler, Tristan	\$ 5,820.72
Sorenson, Jason S	\$ 11,608.42
Totals for Department PW Utility Admin	
Total	\$ 44,881.00

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 11,327.26
Diedrichsen, Douglas Craig	\$ 8,856.91
Falconer, Daniel	\$ 5,144.63
Gartner, Kylee Jo	\$ 1,520.00
Hornberger, Hannah L.	\$ 4,328.35
Zietz, Marjorie	\$ 5,486.64
Totals for Department Planning	
Total	\$ 36,663.79

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 3,330.39
Chapman, David J	\$ 8,856.91
Church, Jenna J	\$ 3,825.01

Name	Gross Pay
Foley, Jared S	\$ 8,923.93
Gessner, Cheryl K	\$ 6,237.50
Guthrie, Trisha K	\$ 4,570.50
Haug, Shane M	\$ 9,078.34
Klug, John M	\$ 2,089.02
Kolnes, Kimberly	\$ 3,858.68
Neel, Tyler	\$ 2,026.32
Roberts, Christine L	\$ 5,273.73
Sandusky, Caisee M	\$ 10,440.51
Schmidt, Denise	\$ 3,381.37
Sumlin, Robbie M	\$ 7,493.85
Sundbakken, Jason J	\$ 10,269.72
Totals for Department Police - Administration	
Total	\$ 89,655.78

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 8,274.10
DeNovio, William	\$ 5,900.49
Dyke, Darren M	\$ 9,528.52
Guerton, Kristin	\$ 6,671.18
Hanks, Elijah	\$ 8,512.00
Heringer, Rebecca	\$ 5,013.81
Johnson, Charles S	\$ 10,238.92
Plessas, Dale J	\$ 11,014.60
Reis, Shawn	\$ 6,513.88
Roach, Andrew	\$ 6,883.02
Wheeling, Jill	\$ 3,954.93
Totals for Department Police - Investigations	
Total	\$ 82,505.45

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 6,916.71
Bach, Kolbe M	\$ 2,119.08
Bambenek, Jason L	\$ 7,935.60
Bartlett, Alec	\$ 6,248.61
Berentson, Taylor	\$ 5,068.38
Black, Winston	\$ 2,090.00
Burghardt, Thomas	\$ 5,150.83
Burtch, Tyler R	\$ 5,352.50
Carter, Ronald	\$ 6,845.06
Casarez, Andres	\$ 8,038.24
Cash, Justin	\$ 4,382.01

Name	Gross Pay
Connole, Michael W	\$ 7,334.60
Gladback, Belinda	\$ 8,285.91
Gonzales, Daniel	\$ 5,157.99
Greenlees, Alexander	\$ 5,798.57
Guzman, Katherine	\$ 4,023.17
Hall, Cullen	\$ 6,386.79
Harrington, Alexander D	\$ 6,579.11
Hathaway, Eric	\$ 5,929.23
Hess, Andrew M	\$ 6,158.80
Hugg, Anthony	\$ 6,542.65
Hunter, Mark	\$ 4,887.75
Jensen, Taylor A	\$ 8,918.15
Johnson, Greg W	\$ 10,047.24
Kiss, Asiah Dawn	\$ 4,044.62
Kiss, Sarah	\$ 6,875.31
Knutson, Zachary W	\$ 523.30
Labodda, Seth	\$ 6,853.36
Lakoduk, Ross Allen Macklin	\$ 8,192.28
Lovro, Mary Sanford	\$ 4,024.84
Luck, Jayden James	\$ 5,154.18
Mehlhoff, Andrew K	\$ 7,424.83
Miller, Cody Lee	\$ 6,217.00
Miller, Gannon E	\$ 7,031.78
Myers, Zackery Colin	\$ 6,996.19
Neel, Tyler	\$ 6,073.28
Nielsen, Michael Anthony	\$ 5,108.33
Noyes, Joshua D	\$ 8,935.47
Petersen, Carrie A	\$ 5,983.38
Pfeiffer, Peggy	\$ 4,682.66
Pollman, Dana	\$ 6,963.71
Presley, Jessica L	\$ 6,938.53
Roberts, Bobby R	\$ 4,907.06
Ruelle, Tyler J	\$ 8,856.91
Rynestad, Jersey	\$ 4,938.46
Schoenrock, Stephen J	\$ 9,004.18
Shaide, Kristian	\$ 7,179.14
Shaw, Jarred	\$ 7,036.90
Somerville, Amanda M	\$ 5,838.64
Squyres, Heidi	\$ 3,485.34
Stebbleton, Tatum	\$ 4,953.56
Strandemo, Cole A	\$ 7,900.23
Sullivan, Christian	\$ 5,421.02
Sundheim, Justin C	\$ 10,269.72
Washington, Anthony L	\$ 7,707.96
Wegner, Shawn P	\$ 9,238.00

Name	Gross Pay
Wheeler, Daniel B	\$ 8,382.04
Wilkes, Jordan R	\$ 5,971.94
Williams, Brian	\$ 6,647.61
Totals for Department Police - Patrol	
Total	\$ 371,958.74

Department: Property Maintenance	
Name	Gross Pay
Ciccarelli, Amy Jo	\$ 3,221.03
Coughlin, Brent	\$ 4,335.59
Eichstadt, Jacob	\$ 5,007.38
Espe, Scott A	\$ 3,833.67
Heizelman, Grant L	\$ 6,663.56
Knatterud, Dena M	\$ 4,019.36
Reinemann, Christopher Jones	\$ 3,322.11
Sickler, Kevin	\$ 9,238.06
Smith, Samuel Allen	\$ 3,845.01
Totals for Department Property Maintenance	
Total	\$ 43,485.77

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 7,269.21
Kvigne, T	\$ 5,298.33
Obenchain, Bryan	\$ 5,298.73
Totals for Department Public Information	
Total	\$ 17,866.27

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 11,053.04
Jensen, Debra	\$ 3,920.20
Totals for Department Public Works - Administra	
Total	\$ 14,973.24

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,353.99
Hamel, Scott	\$ 5,836.41
Hammer, Reid	\$ 4,928.36
Ingold, Douglas A	\$ 5,197.26
Kraft, Joshua B	\$ 8,640.85

Name	Gross Pay
Lakoduk, Daltyn J	\$ 5,323.84
Marten, Harold L	\$ 4,674.52
Oange, Zephaniah N	\$ 4,971.31
Reynolds, Nicholas R	\$ 7,353.03
Shurtleff, Michael J	\$ 4,154.98
Simonson, Christopher A	\$ 5,927.53
Totals for Department Sanitation	
Total	\$ 62,362.08

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,920.18
Austin, Jack Andrew	\$ 1,073.89
Brevik, Dax	\$ 5,329.93
Cimino, Robert Paul	\$ 5,319.42
Dutenhafer, Wayne A	\$ 2,673.19
Kuglin, Troy D	\$ 5,481.26
LaValley, Christopher	\$ 3,926.74
Marmon, Shannon L	\$ 6,019.00
Olstad, Karlain L	\$ 3,920.19
Sloboden, Timothy J	\$ 6,286.52
Vannatta, Michael G	\$ 2,026.92
Totals for Department Sewer Pumping	
Total	\$ 45,977.24

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,299.12
Espe, Mark W	\$ 7,102.88
Heizelman, Dean A	\$ 4,120.24
Herslip, Christopher C	\$ 4,141.32
Iglesias, Adrian	\$ 5,018.83
Johnson, Colby	\$ 3,382.84
Kueffler, Alexander	\$ 3,880.40
Rockwell, Nicholas paul	\$ 258.70
VanSickle, Edward	\$ 3,321.79
Totals for Department Storm-Sewer	
Total	\$ 34,526.12

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,381.37
Archer, Ronald Patrick	\$ 3,325.18

Name	Gross Pay
Bedell, Landon	\$ 673.47
Braaten, Kevin A	\$ 9,078.34
Brooks, Lincoln James	\$ 1,937.18
Ciccarelli, Robert S	\$ 4,134.80
Fredericksen, Brandon L	\$ 5,553.61
Grant, Zachary L	\$ 7,126.36
Gruse, Richard	\$ 3,384.10
Harvey, Dale A	\$ 5,760.91
Herzog, Rodney	\$ 3,742.54
Huntzinger, Brian D	\$ 5,290.89
Jolliffe, Payton Lawrence	\$ 1,914.96
Lower, Robert	\$ 4,126.76
MacKay, Brooke	\$ 4,227.10
Monk, Harry	\$ 3,568.77
Monley, Lucus	\$ 4,659.51
Mrozik, Adam Jozef	\$ 1,737.44
Neuhalfen, Scott J	\$ 4,151.53
Nissen, Jacob	\$ 1,999.00
Opperde, Darin B	\$ 3,942.21
Oswalt, Matthew	\$ 4,802.37
Patterson, Tayvin Michael	\$ 1,230.05
Prestwich, Aaron Tyler	\$ 1,198.49
Rutherford, Robert Hart	\$ 3,572.29
Sanchez, David L	\$ 3,930.40
Scofield, Garrett D	\$ 6,708.78
Skinner, Lehmann	\$ 4,812.97
Tallman, Abigail R	\$ 2,797.80
Tomlinson, Kaylee Maureen	\$ 2,378.02
Torres, Diego Enrique	\$ 3,398.03
Velimirovich, Milos M	\$ 2,199.00
Vind, Roger T	\$ 5,577.99
Wood, Justin G	\$ 5,409.92
Totals for Department Street Department	
Total	\$ 131,732.14

Department: Traffic	
Name	Gross Pay
Behrens, Jeffrey W	\$ 6,128.71
Bieger, Michael	\$ 3,674.98
Degenstein, Joseph	\$ 4,957.79
Derr, Nathan P	\$ 4,723.46
Joersz, Stephen	\$ 9,259.91
Rodman, David F	\$ 7,318.09
Steen, Jeffery	\$ 1,728.25

Name	Gross Pay
Totals for Department Traffic	
Total	\$ 37,791.19

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	\$ 1,715.58
Billings, Douglas E	\$ 3,928.81
Cooper, Dean	\$ 567.37
Cutaiar, Joseph	\$ 6,065.46
Hochsprung, Kory	\$ 4,381.38
Horinka, Brian L	\$ 9,238.06
Lawrence, Stephen Chase	\$ 3,383.04
Newbury, Tina M	\$ 4,585.13
Olson, Sheri	\$ 3,762.20
Robinson, Nicole	\$ 4,376.65
Schalesky, Marty	\$ 3,562.71
Shekleton, Michael	\$ 4,576.24
Stacy, Brent Allen	\$ 3,559.72
Totals for Department Transit/Bus	
Total	\$ 53,702.35

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,547.77
Dutenhafer, Miranda S	\$ 5,539.88
Grilley, Jamie N	\$ 6,488.54
Totals for Department Utility Billing	
Total	\$ 16,576.19

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 3,585.38
Brandt, Kelly G	\$ 6,535.11
Burckhard, Terry	\$ 3,552.35
Burnley, Cory	\$ 4,375.08
Christianson, Kurt A	\$ 5,662.97
Erhardt, Garrett	\$ 3,470.45
Feller, Taylor Rae	\$ 3,465.28
Finken, Chad G	\$ 5,372.10
Higgins, Damion Joseph	\$ 3,575.24
Hudson, Kasey L	\$ 5,498.02
Kelly, Kevin J	\$ 5,664.43
Knoop, Scot M	\$ 5,404.38

Name	Gross Pay
Lockyer, Cody M	\$ 5,406.08
Murrieta, Rebecca	\$ 1,671.12
Racine, Riley	\$ 3,883.31
Randash, Brian K	\$ 7,091.94
Reisenauer, Rick	\$ 5,306.77
Rieke, Dustin B	\$ 5,831.77
Robinson, Derek	\$ 4,806.47
Westergaard, Steve B	\$ 6,198.17
Totals for Department Water Distribution	
Total	\$ 96,356.42

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 5,018.83
Dinsmoore, Marissa R	\$ 4,651.63
Haider, Mark A	\$ 5,830.91
Hall, Steven M	\$ 1,285.90
Herd, Peter J	\$ 3,945.97
Kopp, Timothy	\$ 5,344.02
Lopez, Ryan	\$ 4,159.19
Mason, Jonathan William	\$ 3,627.65
Paddock, Mark A	\$ 8,881.91
Parton, Janet L	\$ 5,539.88
Pederson, Robert A	\$ 5,271.75
Reimche, Keith R	\$ 5,728.57
Renaud, Zachery John	\$ 3,946.31
Rensland, Brandon T	\$ 6,013.05
Seifert, Justin R	\$ 6,919.20
Solberg, Stuart	\$ 697.97
Spangler, David E.	\$ 3,415.01
West, Samantha M	\$ 3,728.07
Totals for Department Water Treatment Plant	
Total	\$ 84,005.82

Grand Totals

Total \$ 2,683,498.87

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES*Charge these funds:*

100	Airport		\$ 27,082.17
120	Cemetery		4,865.58
125	Parking Authoirty		376.25
130	Garbage		
		Collection	21,274.42
		Landfill	30,171.00
140	Water/Sewer		
		Storm Sewer Maintenance	11,885.75
		Water Supply	61,993.66
		Water Distribution	42,874.00
		Sewer	27,438.83
		Utility Billing	6,772.42
150	Renaissance Parking Ramp		381.42
150	Central Parking Ramp		381.42
205	Public Transportation		8,166.75
210	Library		8,796.00
		Total Transferred	<u>\$ 252,459.67</u>

Electronic Payments:

AFLAC	-
BCBS	591,535.39
Federal Tax Withholding	-
Deferred Comp	-
NDPERS	-
NDPERS Service Credit	-
ND PERS Adjustment	-
Empower	50,796.77
Verendrye	-
Montana Dakota Utilities	5,032.54
Xcel Energy	186,102.13
Discovery Benefits	-
ADP Payroll taxes	320,785.28
ADP Payroll Wage garnishment	14,249.71
ADP Monthly Invoice	15,618.09
ADP Payroll Taxes wire Council	1,272.33
ADP Payroll Taxes wire Pension	70,303.35
Bravera Insurance	-
Job Service of ND	-
UNUM	5,738.00
Provident	363.08

Total	<u>\$ 1,261,796.67</u>
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Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
05/29/2025	FSA0525	100007027	WEX HEALTH, INC		May 2025 Discovery Benefits	\$8,263.24	\$0.00
05/30/2025	JO053025	305370	EMPLOYEE ONE TIME PAY	Jenna Church	Tyler Connect Conference 2025	\$273.60	\$0.00
	JO053025	1099	GENERAL ONE TIME PAY	Abel Medina Salazar	Brandon Burtch MI-2025-CR-0000	\$225.00	\$0.00
	JO053025	1100	GENERAL ONE TIME PAY	Brake Time Corner Market	Javen M Beardsley Restitution	\$3.99	\$0.00
	JO053025	1101	GENERAL ONE TIME PAY	Javen M Beardsley	Javen M Beardsley MI-2025-CR-0	\$21.01	\$0.00
	JO053025	1102	GENERAL ONE TIME PAY	Kory Kenneth Vetsch	Kory Kenneth Vetsch MI-2025-CR	\$725.00	\$0.00
	JO053025	1103	GENERAL ONE TIME PAY	Kristofer Lee Hochsprung	Kristofer Lee Hochsprung MI-20	\$475.00	\$0.00
	JO053025	1104	GENERAL ONE TIME PAY	Ward County Clerk of Court	Courtney Schall 51-2025-CR-009	\$750.00	\$0.00
	JO053025	305371	MARY BETH KRAFT		Temp Easement- Washington Safe	\$413.40	\$0.00
	AP222	100006957	MDU		MAY STATEMENT/2025 BILLING	\$30.39	\$0.00
	JO053025	305372	PROVIDENT LIFE & ACC INS CO		JUNE 2025 IDI PAYMENT	\$1,012.92	\$0.00
	JO053025	305373	UNUM LIFE INSURANCE		MAY 2025 LIFE INSURANCE PREMIU	\$34,416.53	\$0.00
06/01/2025	PM052925	100007030	MINOT PARK DISTRICT		Park Mass 05.29.2025	\$1,072.52	\$0.00
06/04/2025	NDRE0525	100007028	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		May 2025 ND PERS RETIREMENT	\$225,191.92	\$0.00
06/05/2025	JV060525	305374	48 NORTH CONCRETE CONSTRUCTION INC		VOID AFTER UPDATE 06/05/2025	\$0.00	\$11,920.00
	JV060625	305517	48 NORTH CONCRETE CONSTRUCTION INC		concrete work	\$11,920.00	\$0.00
	JV060525	305375	A-1 EVANS SEPTIC TANK SERVICE		VOID AFTER UPDATE 06/05/2025	\$0.00	\$220.00
	JV060625	305518	A-1 EVANS SEPTIC TANK SERVICE		Portable Toilets for PW Week	\$220.00	\$0.00
	JV060525	305376	ACKERMAN ESTVOLD		4087 - PUPPY DOG COULEE SSD #1	\$105,900.25	\$0.00
	JV060525	305377	ACME TOOLS		VOID AFTER UPDATE 06/05/2025	\$0.00	\$50,062.45
	JV060625	305519	ACME TOOLS		2025 72" Front Deck Mowers (2)	\$50,062.45	\$0.00
	JV060525	305378	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	\$1,328.09	\$0.00
	JV060525	305379	AMAZON		VOID AFTER UPDATE 06/05/2025	\$0.00	\$119.91
	JV060625	305520	AMAZON		G-8231013-CSK CROSS NOZZLE 3/8	\$119.91	\$0.00
	JV060525	305380	AMERICAN WELDING & GAS, INC.		VOID AFTER UPDATE 06/05/2025	\$0.00	\$8,522.62
	JV060625	305521	AMERICAN WELDING & GAS, INC.		CO2	\$8,522.62	\$0.00
	JV060525	305381	APH/AUTO VALUE		VOID AFTER UPDATE 06/05/2025	\$0.00	\$712.47
	JV060625	305522	APH/AUTO VALUE		001; FUEL WATER SEPARATOR	\$712.47	\$0.00
	JV060525	305382	AQUA-PURE, INC.		VOID AFTER UPDATE 06/05/2025	\$0.00	\$300.00
	JV060625	305523	AQUA-PURE, INC.		Cooling Tower Chemical Testing	\$300.00	\$0.00
	JV060525	305383	AUTO ZONE 6843		VOID AFTER UPDATE 06/05/2025	\$0.00	\$1,022.19
	JV060625	305524	AUTO ZONE 6843		RADIATOR; RADIATOR	\$1,022.19	\$0.00
	JV060525	305384	AVI SYSTEMS, INC		Alarm Monitoring Servies	\$600.00	\$0.00
	JV060525	305385	BAKER & TAYLOR BOOKS		Books	\$1,757.83	\$0.00
	JV060525	305386	BECHTOLD PAVING		14.325 Tons Hot Mix Asphalt	\$9,636.50	\$0.00
	JV060525	305387	BNSF RAILWAY COMPANY		SEWAGE PIPELINE EASEMENT	\$7,281.20	\$0.00
	JV060525	305388	C&R RADIATOR		RADIATOR; ELDORADO RADIATOR	\$5,259.00	\$0.00
	JV060525	305389	CENTRAL MACHINING&PUMP REPAIR		Cooling Tower Part - CH	\$188.75	\$0.00
	JV060525	305464	CENTRAL NETWORK RETAIL GROUP LLC		013; NYLOCK NUT-3/8	\$7.75	\$0.00
	JV060525	305454	CENTRAL PROGRAMS, INC.		Children's Books	\$1,039.85	\$0.00
	JV060525	305476	CITY OF MINOT		Dylan Wagner Restitution MI-20	\$415.00	\$0.00
	JV060525	305390	CLEAN HARBORS ENV. SERVICES		Household Hazardous Waste Even	\$45,330.63	\$0.00

JV060525	305391	COAST TO COAST CALIBRATIONS INC.		Lab Scale Calibration	\$220.00	\$0.00
JV060525	305392	CPS, LTD		4927 - SANITATION COST OF SERV	\$72,298.75	\$0.00
JV060525	305393	DACOTAH PAPER CO.		TERRAZZO REFINISH CHEMICALS	\$2,362.04	\$0.00
JV060525	305394	DAKOTA SUPPLY GROUP		15 Type A Streetlight Poles	\$16,961.54	\$0.00
JV060525	305395	DAKOTALAND AUTOGLASS		WINDSHIELD; WINDSHIELD CHIP RE	\$50.00	\$0.00
JV060525	305396	DIAMOND VOGEL PAINTS		2025 airfield paint purchase	\$27,937.40	\$0.00
JV060525	305397	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for May 202	\$1,134.70	\$0.00
JV060525	305398	DR. ANTHONY TATMAN		Critical Hire	\$25.00	\$0.00
JV060525	305399	EAPC		MINOT PUBLIC LIBRARY SPACE NEE	\$10,136.68	\$0.00
JV060525	305400	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$587.37	\$0.00
JV060525	305401	ELDORADO NATIONAL - CALIFORNIA		KNEELING BLOCK 24V 3 STAGES	\$5,748.00	\$0.00
JV060525	305402	EMC CORPORATION		Dell Orig VxRail Annual Mainte	\$25,996.52	\$0.00
JV060525	305403	EMPLOYEE ONE TIME PAY	Andres Casarez Jr.	NTOA Lead Week (Leadership Tra	\$490.20	\$0.00
JV060525	305404	EMPLOYEE ONE TIME PAY	Bill DeNovio	BCI Basic- Bill DeNovio	\$312.80	\$0.00
JV060525	305405	EMPLOYEE ONE TIME PAY	Caisee Sandusky	Crisis Therapy K9 School- Cais	\$659.20	\$0.00
JV060525	305406	EMPLOYEE ONE TIME PAY	Cole Strandemo	NTOA Lead Week (Leadership Tra	\$490.20	\$0.00
JV060525	305407	EMPLOYEE ONE TIME PAY	Gannon Miller	NDPOA Committee on gangs and d	\$170.00	\$0.00
JV060525	305408	EMPLOYEE ONE TIME PAY	Jason Angelo	Tuition Reimbursement- Jason A	\$987.30	\$0.00
JV060525	305409	EMPLOYEE ONE TIME PAY	Jeanny Variste	Tyler Connect 2025 San Antonio	\$316.00	\$0.00
JV060525	305410	EMPLOYEE ONE TIME PAY	Joshua Noyes	Tuition Reimbursement- Joshua	\$2,000.00	\$0.00
JV060525	305411	EMPLOYEE ONE TIME PAY	Kristian Shaide	NTOA Lead Week (Leadership Tra	\$510.60	\$0.00
JV060525	305412	EMPLOYEE ONE TIME PAY	Krystle Foster	Landfill to City Hall May 202	\$46.20	\$0.00
JV060525	305413	EMPLOYEE ONE TIME PAY	Maria Romanick	NDDes EOC Mgmt 346- Maria	\$251.80	\$0.00
JV060525	305414	EMPLOYEE ONE TIME PAY	Melissa Anderson	Roma Deposit to City Hall - May 202	\$53.90	\$0.00
JV060525	305415	EMPLOYEE ONE TIME PAY	Pam Carswell	Pam Carswell 2025 Mileage	\$35.89	\$0.00
JV060525	305416	EMPLOYEE ONE TIME PAY	Randi Monley	Randi Monley 2025 Mileage	\$48.16	\$0.00
JV060525	305417	ENERBASE		FED TX & DISCOUNT	\$11,122.86	\$0.00
JV060525	305418	FACTORY MOTOR PARTS		FILTER-AIR; AIR FILTER NAPA 28	\$1,264.61	\$0.00
JV060525	305419	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JV060525	305420	FLASHPARKING, INC		MAY 2025 FLASH PARKING FEE	\$1,650.00	\$0.00
JV060525	305421	FONTUS BLUE, INC		FontusBlue License fee	\$4,000.00	\$0.00
JV060525	305422	G & P COMMERCIAL SALES		Cleaning supplies for all 5 st	\$1,280.66	\$0.00
JV060525	1105	GENERAL ONE TIME PAY	Kari Martin	Joshua Livingood Bond Refund M	\$975.00	\$0.00
JV060525	1106	GENERAL ONE TIME PAY	Patrick Cimeno	Andrew Cain Bond Refund MI-202	\$125.00	\$0.00
JV060525	1107	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Gabriel Holt Bond Transfer 51-	\$750.00	\$0.00
JV060525	1108	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Alex Haman Bond Transfer 51-20	\$950.00	\$0.00
JV060525	1109	GENERAL ONE TIME PAY	Ward County Clerk Of Court	VOID AFTER UPDATE 06/09/2025	\$0.00	\$750.00
JV060525	305423	GENERAL ONE TIME PAY	Crisis Intervention Training	Crisis Intervention Training D	\$75.00	\$0.00
JV060525	305424	GENERAL ONE TIME PAY	Benjamin Jeremy Gust	VOID AFTER UPDATE 06/09/2025	\$0.00	\$20.00

JV060525	305425	GENERAL ONE TIME PAY	Clark R. Boehm	Dalton Dralle Restitution MI-2	\$40.00	\$0.00
JV060525	305426	GENERAL ONE TIME PAY	Connor Garrett Koerbitz	Desean Bell Restitution MI-202	\$30.00	\$0.00
JV060525	305427	GENERAL ONE TIME PAY	Italo Brandon Camacho	Jerica Moore Restitution MI-20	\$25.00	\$0.00
JV060525	305428	GENERAL ONE TIME PAY	Jameson Lesmann	Michael Odendaal Restitution M	\$25.00	\$0.00
JV060525	305429	GENERAL ONE TIME PAY	Jim Johnson	Ricky Steen Restitution MI-202	\$100.00	\$0.00
JV060525	305430	GENERAL ONE TIME PAY	Kaitlyn Marie Holman	Leequan Ashford Restitution MI	\$5.00	\$0.00
JV060525	305431	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	\$25.00	\$0.00
JV060525	305432	GENERAL ONE TIME PAY	Kori Vogt	HR Director Panel Interview- K	\$612.06	\$0.00
JV060525	305433	GENERAL ONE TIME PAY	Lavaun Mackey	Asher Culver Restitution MI-20	\$10.00	\$0.00
JV060525	305434	GENERAL ONE TIME PAY	Madison Leigh Henry	Rebekkah Webb Restitution MI-2	\$106.46	\$0.00
JV060525	305435	GENERAL ONE TIME PAY	Mark David Unruh	Brianna Ferguson Restitution M	\$20.00	\$0.00
JV060525	305436	GENERAL ONE TIME PAY	Marketplace Foods	Kasey Calloway Restitution MI-	\$2.29	\$0.00
JV060525	305437	GENERAL ONE TIME PAY	Marketplace Foods	Daniel Boothe Restitution MI-2	\$10.59	\$0.00
JV060525	305438	GENERAL ONE TIME PAY	O'Reilly Auto Parts	Eddy Poindexter Restitution MI	\$288.69	\$0.00
JV060525	305439	GENERAL ONE TIME PAY	Peter Baars	Luke Schafer Restitution MI-20	\$25.00	\$0.00
JV060525	305440	GENERAL ONE TIME PAY	Project Constellation	Musician Presentation of seaso	\$300.00	\$0.00
JV060525	305441	GENERAL ONE TIME PAY	Rodney Brian Neuhalfen	Justin Hoiland Restitution MI-	\$250.00	\$0.00
JV060525	305442	GENERAL ONE TIME PAY	Shirley Asum	Cheyenne Ryan Restitution MI-2	\$20.00	\$0.00
JV060525	305443	GENERAL ONE TIME PAY	Target	Jerome Fletcher Restitution MI	\$10.00	\$0.00
JV060525	305444	GENERAL ONE TIME PAY	Thomas Fredette	HR Director Panel Interview- T	\$2,023.94	\$0.00
JV060525	305445	GENERAL ONE TIME PAY	Thrifty White Drug	Lori Britton Restitution MI-20	\$20.00	\$0.00
JV060525	305446	GENERAL ONE TIME PAY	U.S. Postal Service	Logan Cassell Restitution MI-2	\$50.00	\$0.00
JV060525	305447	GENERAL ONE TIME PAY	Whitni Nicole Harvey	Rebekkah Webb Restitution MI-2	\$93.54	\$0.00
JV060525	305448	GENERAL TRADING		013; NYLOCK NUT-5/16	\$130.15	\$0.00
JV060525	305449	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$194.29	\$0.00
JV060525	305450	GLASS DOCTOR		COMMERCIAL WINDSHIELD REPLACE	\$440.00	\$0.00
JV060525	305452	GRANITE SPRINGS CO.		Distilled Water	\$52.50	\$0.00
JV060525	305453	GUARDIAN FLEET SAFETY		Service P4 & P5 Fix ION light	\$12,247.14	\$0.00
JV060525	305455	H.A. THOMPSON & SONS, INC.		HVAC Maintenance agreement Jun	\$6,245.00	\$0.00
JV060525	305456	HID GLOBAL CORPORATION		FINGERPRINT MACHINE CONFIGURAT	\$1,035.00	\$0.00
JV060525	305457	HIGH POINT NETWORKS, LLC		FY23 SLCGP - Smart Firewall Im	\$6,420.00	\$0.00
JV060525	305458	IMSA MIDWEST SECTION		IMSA Workzone and Signal level	\$1,000.00	\$0.00
JV060525	305459	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$647.02	\$0.00
JV060525	305460	ASSOCIATION RET. INTERSTATE POWER SYSTEMS		001; MTU FUEL FILTER	\$108.97	\$0.00
JV060525	305461	JASPER ENGINEERING & EQUIPMENT COMPANY		Pump Repair	\$19,120.00	\$0.00
JV060525	305451	JOHN DEERE FINANCIAL		AXLE; AXLE	\$22.72	\$0.00
JV060525	305462	KIWANIS CLUB OF MINOT		Kiwanis Quarterly Dues	\$150.00	\$0.00
JV060525	305463	M-B COMPANIES, INC		SRE ROTARY BLOWER	\$43,880.00	\$0.00
JV060525	305466	MARCO, INC.		May Invoice	\$656.43	\$0.00

JV060525	305467	MATTSON CONSTRUCTION	BROADWAY CIRCLE - MATTSON CONS	\$89,106.43	\$0.00
JV060525	305468	MCMASTER-CARR	010; XXXL GLOVE ORDER 52555T43	\$80.64	\$0.00
JV060525	305469	MENARDS	SANDING BELT 6"X48" 80#	\$21.98	\$0.00
JV060525	305470	MGT IMPACT SOLUTIONS	POLICE CHIEF RECRUITMENT SERVI	\$9,495.65	\$0.00
JV060525	305471	MIDWEST TAPE	Hoopla May 2025	\$3,318.91	\$0.00
JV060525	305465	MINOT AREA CHAMBER EDC	Annual Meeting Table Sponsor	\$600.00	\$0.00
JV060525	305472	MINOT AREA COUNCIL OF THE ARTS, INC	2025 MINOT AREA COUNCIL OF	\$3,333.33	\$0.00
JV060525	305473	MINOT AUTO	TETHERED FUEL CAP	\$702.52	\$0.00
JV060525	305474	MINOT EMPLOYEE DONATIONS	Minot Employee Donations	\$778.30	\$0.00
JV060525	305475	MINOT PARK DISTRICT	Park Dedication Fees - Amos 10	\$12,481.00	\$0.00
JV060525	305477	MOTOROLA	Department Radios	\$40,306.56	\$0.00
JV060525	305478	MOWBRAY & SONS	Cooling Tower Installation - P	\$8,080.00	\$0.00
JV060525	305479	MVTL LABORATORIES	Testing at Super fun site	\$4,122.00	\$0.00
JV060525	305480	NAPA AUTO PARTS	WARNING; JERSEY WARNING FLAG	\$1,164.28	\$0.00
JV060525	305481	NARDINI FIRE EQUIPMENT	Fire Monitoring Annual Fee - R	\$368.00	\$0.00
JV060525	305482	ND DEPT OF WATER RESOURCES	HSPS ELECTRICITY USAGE APR 202	\$9,930.76	\$0.00
JV060525	305483	NORTH PRAIRIE RURAL WATER DISTRICT	Aeration Pond	\$172.54	\$0.00
JV060525	305484	NORTHWEST TIRE AND RETREAD	Duplicate payment of INV 43560	\$1,502.35	\$0.00
JV060525	305485	NOVA FIRE PROTECTION CO.	Fire line pipe replacement	\$2,165.00	\$0.00
JV060525	305486	NS CORPORATION	Bus Wash Repair Part	\$1,925.75	\$0.00
JV060525	305487	O'REILLY AUTO PARTS	CLEANER; BRAKE CLEAN	\$176.14	\$0.00
JV060525	305488	PERFORMANCE KENNELS, INC	K9 Certification	\$1,552.48	\$0.00
JV060525	305489	PRAIRIE ENGINEERING, P.C.	Prairie Eng - Invoice 11003	\$117.50	\$0.00
JV060525	305490	PRAIRIE SUPPLY	GLOVE	\$390.00	\$0.00
JV060525	305491	PROCOLLECT	Collection Fees	\$14.67	\$0.00
JV060525	305492	PROTECH INTEGRATIONS, LLC	Monthly fire alarm fee- Pump S	\$100.00	\$0.00
JV060525	305493	RAE-DEAN & BREONNA WOLFE	RC-1047 Rental Assistance	\$943.09	\$0.00
JV060525	305494	RDO EQUIPMENT	WATER PUMP; WATER PUMP	\$485.50	\$0.00
JV060525	305495	RDP TECHNOLOGIES, INC	Slaker system pinch valve repa	\$8,827.00	\$0.00
JV060525	305496	REFUND ONE TIME PAY	EDWARDS, SCOTT D UB 20004 104 9TH	\$58.94	\$0.00
JV060525	305497	REFUND ONE TIME PAY	SOURIS RIVER JOINT WATER GB Customer ID 15265 Bill #194	\$5,585.30	\$0.00
JV060525	305498	RMB ENVIRONMENTAL LABORATORIES	Water Testing For Lab	\$965.00	\$0.00
JV060525	305499	ROLAC CONTRACTING	Contract Withholding: 300705	\$65,268.90	\$0.00
JV060525	305500	SANITATION PRODUCTS	DIAGNOSE ARM FUNCTION	\$2,695.23	\$0.00
JV060525	305501	SIGNS TODAY	012; 2" LETTERS AND NUMBERS	\$42.00	\$0.00
JV060525	305502	SOURIS BASIN PLANNING COUNCIL	SBPC SERVICE AGREEMENT 2025	\$1,666.66	\$0.00
JV060525	305503	SOURIS RIVER JOINT WATER RESOURCE	3529 - MOUSE RIVER PARK BRIDGE	\$16,298.98	\$0.00
JV060525	305504	STRATEGIC NON- MEDICAL SOLUTIONS, LLC	HERRON PALMER COMPENSATION STR	\$6,800.00	\$0.00
JV060525	305505	STRYKER SALES, LLC	AED pads	\$1,472.00	\$0.00
JV060525	305506	SWANSTON EQUIPMENT COMPANIES	2025 Small Articulated Loader	\$66,984.03	\$0.00
JV060525	305507	THIRD WATCH COMMUNICATIONS	Opticom for truck 244	\$1,850.00	\$0.00
JV060525	305508	U.S. POST OFFICE	VOID AFTER UPDATE 06/27/2025	\$0.00	\$5,000.00
JV060525	305509	UNITED MAILING SERVICE	POSTAGE/SHIPPING	\$265.72	\$0.00

	JV060525	305510	UNITED QUALITY COOPERATIVE		UNLEADED	\$24,681.61	\$0.00
	JV060525	305511	VISIT MINOT		LODGING TAXES COLLECTED	\$28,749.40	\$0.00
	JV060525	305512	WAGNER		4087 - PUPPY DOG COULEE SSD 12	\$992,325.96	\$0.00
	JV060525	305513	CONSTRUCTION WARD COUNTY AUDITOR		April 2025 Inmate Invoice - WC	\$9,475.00	\$0.00
	JV060525	305514	WESTLIE FORD		COVER; USB PORT COVER	\$959.42	\$0.00
	JV060525	305515	WESTLIE TRUCK CENTER		FIX LEAKS (Not a duplicate)	\$6,195.53	\$0.00
06/10/2025	JV060525	305516	WILBUR ELLIS		Broadleaf Herbicide	\$675.85	\$0.00
	JV061025	1110	GENERAL ONE TIME PAY	Ruth Geraldine Bierman	Lorrie Bierman Bond Refund MI-	\$225.00	\$0.00
	JV061025	1111	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Kyle Van Berkem Bond Transfer	\$750.00	\$0.00
	JV061025	1112	GENERAL ONE TIME PAY	Xavier Sylvester Lee	Xavier Sylvester Lee Bond Refu	\$225.00	\$0.00
06/11/2025	JO061125	305525	SOURIS VALLEY HUMANE SOCIETY, INC.		ANIMAL BOARDING AGREEMENT - SV	\$15,756.00	\$0.00
	JO061125	305526	WORKFORCE SAFETY & INSURANCE		Worker's Compensation Premiums	\$195,620.36	\$0.00
06/12/2025	AP225	100007033	MDU		JUNE STATEMENT/2025 BILLING	\$28.16	\$0.00
	AP225	100007034	MDU		JUNE STATEMENT/2025 BILLING	\$1,079.79	\$0.00
	AP225	100007035	MDU		JUNE STATEMENT/2025 BILLING	\$2,878.51	\$0.00
	AP225	100007036	MDU		JUNE STATEMENT/2025 BILLING	\$77.67	\$0.00
	AP225	100007037	MDU		JUNE STATEMENT/2025 BILLING	\$283.07	\$0.00
	AP225	100007038	MDU		JUNE STATEMENT/2025 BILLING	\$1,132.21	\$0.00
06/13/2025	PM061325	100007049	MINOT PARK DISTRICT		Park Mass 06.13.2025	\$1,072.52	\$0.00
06/16/2025	JO061625	1113	GENERAL ONE TIME PAY	Brandon Harley Merritt	Brandon Harley Merritt MI-2025	\$200.00	\$0.00
06/17/2025	JV061725	1114	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Jayden Volochenko Bond Transfe	\$750.00	\$0.00
	JV061725	1115	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Steven Brown Bond Transfer 51-	\$750.00	\$0.00
06/18/2025	JO061825	305527	IDEAL ENERGY, LLC		LED LIGHTING RETROFIT- MINOT P	\$58,024.00	\$0.00
	DC060625	100007040	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 06.06.2025	\$16,665.02	\$0.00
	SC062025	100007041	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Service Credit 06.20.2025	\$218.00	\$0.00
06/19/2025	JV061925	305528	1 CALL SEPTIC SERVICES, INC		Recycling Transport x 6 Trips	\$14,611.86	\$0.00
	JV061925	305529	48 NORTH CONCRETE CONSTRUCTION INC		Concrete Replacement	\$8,920.00	\$0.00
	JV061925	305530	AAAE		ANTN DIGICAST SUBSCRIPTION SEP	\$165.00	\$0.00
	JV061925	305531	ACKERMAN ESTVOLD		4707 - SSD #124 ENGINEERING	\$5,495.00	\$0.00
	JV061925	305532	AGNES BLUE		RC-1053 Rental Assistance	\$1,554.50	\$0.00
	JV061925	305533	AIDEN WELLS & MICHELLE FJELDAHL		RC-1082 Rental Assistance	\$849.83	\$0.00
	JV061925	305534	AMANDA SOMERVILLE & BRENDEN MCCLOUD		RC-2024 Rental Assistance	\$2,384.50	\$0.00
	JV061925	305535	AMAZON		PREDATOR CARBURETOR	\$11.50	\$0.00
	JV061925	305536	AMBER PITTS		RC-1045 Rental Assistance	\$210.00	\$0.00
	JV061925	305537	AMERICAN WELDING & GAS, INC.		CO2	\$8,188.86	\$0.00
	JV061925	305538	ANTHONY WATTERUD		Easement Payment - 1612 Dakota	\$300.00	\$0.00
	JV061925	305539	APEX ENGINEERING GROUP		16TH ST SW RECONSTRUCTION APEX	\$88,341.70	\$0.00
	JV061925	305540	APH/AUTO VALUE		001; AIR FILTERS POWER PLANTS	\$1,038.92	\$0.00
	JV061925	305541	ARFF SPECIALISTS, LLC		Annual ARFF training 3 days	\$14,000.00	\$0.00
	JV061925	305542	BAKER & TAYLOR BOOKS		Books	\$3,969.69	\$0.00
	JV061925	305543	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	\$4,433.00	\$0.00
	JV061925	305545	BECHTOLD PAVING		39.23 Tons Hot Mix Asphalt	\$15,447.50	\$0.00
	JV061925	305546	BRADY MARTZ		UNITED PULSE TRADING, INC. COM	\$1,968.75	\$0.00
	JV061925	305547	BRAVERA INSURANCE		Notary Renewal Payment	\$50.00	\$0.00
	JV061925	305548	BRITE-WAY		Exterior Window cleaning - Cit	\$2,790.00	\$0.00

JV061925	305549	BRITTINI MADSEN & LUCKY MADSEN JR.		RC-1023 Rental Assistance	\$1,019.50	\$0.00
JV061925	305550	BUTLER MACHINERY CO.		BREATHING; CRANKCASE BREATHING A	\$79.02	\$0.00
JV061925	305551	CAPFIRST EQUIPMENT FINANCE		2020 LANDFILL COMPACTOR LEASE	\$265,000.00	\$0.00
JV061925	305552	CASEY JOHNSON		4866.1 Easement Payment	\$300.00	\$0.00
JV061925	305629	CENTRAL NETWORK RETAIL GROUP LLC		FASTENER; BULK BOLTS VARIOUS S	\$10.38	\$0.00
JV061925	305643	CITY OF MINOT		Colton Johnson Restitution MI-	\$125.00	\$0.00
JV061925	305553	CURALINC, LLC		Curalinc Critical Incident Ser	\$2,236.02	\$0.00
JV061925	305554	DACOTAH PAPER CO.		CLEANING SUPPLIES	\$1,170.49	\$0.00
JV061925	305555	DAN PASIVE & MADISON MC CLOUD		RC-1070 Rental Assistance	\$193.33	\$0.00
JV061925	305564	DARYLE E LORENZ JR		Dust Control on Landfill Road	\$7,958.75	\$0.00
JV061925	305556	DAVIDSON CONSTRUCTION		Storm Sewer Repair #2 8th ST S	\$20,650.00	\$0.00
JV061925	305557	DECOMM VENTURES, LP		MOT TASK ORDER #2 - AIR SERVIC	\$2,898.99	\$0.00
JV061925	305558	DIAMOND TRUCK EQUIPMENT		--; SPRING	\$65.43	\$0.00
JV061925	305559	DIG IT UP BACKHOE SERVICE		4817 - 2024 WATERMAIN REPLACEM	\$323,088.99	\$0.00
JV061925	305560	DL BARKIE CONSTRUCTION, INC.		Rip Rap Spray 28.1 Acres	\$21,075.00	\$0.00
JV061925	305561	DOMESTIC VIOLENCE CRISIS CENTER		Domestic Violence Crisis Cente	\$13,500.00	\$0.00
JV061925	305562	DORSEY & WHITNEY		SRF LOAN ISSUANCE COSTS	\$17,751.50	\$0.00
JV061925	305563	DR. ANTHONY TATMAN		Critical Hire	\$25.00	\$0.00
JV061925	305565	ECOLAB PEST ELIMINATION DIVISION		Pest Control - Police Dept.	\$386.65	\$0.00
JV061925	305566	EH WACHS		Pipe Saw	\$15,289.30	\$0.00
JV061925	305567	ELDORADO NATIONAL - CALIFORNIA		007; KNEELING MAG SWITCH	\$119.76	\$0.00
JV061925	305568	ELECTRO WATCHMAN, INC.		ANNUAL MONITORING SERVICES & F	\$1,188.90	\$0.00
JV061925	305569	EMPLOYEE ONE TIME PAY	Andres Casarez	Tuition Reimbursement- Andres	\$2,986.50	\$0.00
JV061925	305570	EMPLOYEE ONE TIME PAY	Brent Coughlin	Chemical Treatment Class	\$68.00	\$0.00
JV061925	305571	EMPLOYEE ONE TIME PAY	Brian Billingsley	Airport Transportation LV Conf	\$23.62	\$0.00
JV061925	305572	EMPLOYEE ONE TIME PAY	Brook Hermanson	Brook Hermanson Tuition Reimbu	\$2,000.00	\$0.00
JV061925	305573	EMPLOYEE ONE TIME PAY	Cole Strandemo	C.O.P.S Traumas for LE- Cole S	\$258.40	\$0.00
JV061925	305574	EMPLOYEE ONE TIME PAY	Cullen Hall	MOI Training School- Cullen Ha	\$122.40	\$0.00
JV061925	305575	EMPLOYEE ONE TIME PAY	Elizabeth Wernecke	Teen Librarian Assistant Milea	\$53.20	\$0.00
JV061925	305576	EMPLOYEE ONE TIME PAY	Jacob Filkins	Tuition Reimbursement- Jacob F	\$729.00	\$0.00
JV061925	305577	EMPLOYEE ONE TIME PAY	Jake Eichstadt	Chemical Treatment Class	\$68.00	\$0.00
JV061925	305578	EMPLOYEE ONE TIME PAY	James Seifert	Tuition Reimbursement- James S	\$764.00	\$0.00
JV061925	305579	EMPLOYEE ONE TIME PAY	Kristin Guerton	Training In Dallas- Kristin Gu	\$536.68	\$0.00
JV061925	305580	EMPLOYEE ONE TIME PAY	Robby Brown	Courtroom Testimony Class- Rob	\$176.80	\$0.00
JV061925	305581	EMPLOYEE ONE TIME PAY	Shawn Wegner	FBI National Academy Session-	\$900.00	\$0.00
JV061925	305582	ENERBASE		MAY 21 2025 FUEL	\$25,780.74	\$0.00
JV061925	305583	FACTORY MOTOR PARTS		001; PREDATOR 212 ENGINE AIR F	\$428.80	\$0.00
JV061925	305585	FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH	\$26,500.00	\$0.00
JV061925	305586	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JV061925	305587	FLEETMIND SOLUTIONS, INC.		Fleetmind Software Agreement	\$2,370.19	\$0.00
JV061925	305588	GEFROH ELECTRIC		Electrical Work - New police C	\$8,766.65	\$0.00

JV061925	1116	GENERAL ONE TIME PAY	Wayne Mitchell Keplin	Shelly Keplin MI-2024-CR-00747	\$200.00	\$0.00
JV061925	305589	GENERAL ONE TIME PAY	Acme Tools	Samuel Stroer Restitution MI-2	\$5.00	\$0.00
JV061925	305590	GENERAL ONE TIME PAY	Dina Padilla Goodman	Russell Washington Restitution	\$50.00	\$0.00
JV061925	305591	GENERAL ONE TIME PAY	Heather Gravley	Patron Refund- Heather Gravely	\$17.99	\$0.00
JV061925	305592	GENERAL ONE TIME PAY	Kasper Bertsch	Patron Refund- Kasper Bertsch	\$35.00	\$0.00
JV061925	305593	GENERAL ONE TIME PAY	Madison Leigh Henry	Rebekkah Webb Restitution MI-2	\$25.00	\$0.00
JV061925	305594	GENERAL ONE TIME PAY	Marketplace Foods	Ashley Ingwerson Restitution	\$50.00	\$0.00
JV061925	305595	GENERAL ONE TIME PAY	Menards	Jimmy Mote Restitution MI-2022	\$40.00	\$0.00
JV061925	305596	GENERAL ONE TIME PAY	ND Child Support	Benjamin Jeremy Gust Restituti	\$20.00	\$0.00
JV061925	305597	GENERAL ONE TIME PAY	ND Child Support	Allan Pailing Restitution MI-2	\$25.00	\$0.00
JV061925	305598	GENERAL ONE TIME PAY	North Dakota Child Support	Shon Taylor Restitution MI-202	\$15.00	\$0.00
JV061925	305599	GENERAL ONE TIME PAY	Patrick Schroeder	Shaila Soiseth Restitution MI-	\$10.00	\$0.00
JV061925	305600	GENERAL ONE TIME PAY	Scheels	Cameron Klein Restitution MI-2	\$29.88	\$0.00
JV061925	305601	GENERAL ONE TIME PAY	Stacy Ann Pederson	Jared McCauley Restitution MI-	\$50.00	\$0.00
JV061925	305602	GENERAL ONE TIME PAY	Tina E. Hagen	Jordan Gourneau Restitution MI	\$50.00	\$0.00
JV061925	305603	GENERAL ONE TIME PAY	Wal-Mart	Karitta Phillips Restitution M	\$5.00	\$0.00
JV061925	305604	GENERAL TRADING		HOSE; 1" HOSE SPLICER	\$143.06	\$0.00
JV061925	305605	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$238.79	\$0.00
JV061925	305606	GLASS DOCTOR		COMMERCIAL WINDSHIELD REPAIR	\$214.95	\$0.00
JV061925	305607	GOETTLE LAW, PLLC		June 2025 Retainer	\$3,500.00	\$0.00
JV061925	305609	GRAINGER		BUSHINGS; 3/4 X 1 1/2 BRONZE B	\$14.71	\$0.00
JV061925	305610	GRAYMONT WESTERN US INC.		Lime (PO 22500962 & 22500963 -	\$124,655.63	\$0.00
JV061925	305611	GREYSTONE CONSTRUCTION COMPANY		4830 - SALT STORAGE BUILDING	\$35,065.80	\$0.00
JV061925	305612	GUARDIAN FLEET SAFETY		P2.P12.P16.P20.P21 Upfitting F	\$8,344.30	\$0.00
JV061925	305613	HIGH POINT NETWORKS, LLC		HIGHPOINT NETWORKS HARDWARE AN	\$51,097.40	\$0.00
JV061925	305614	HOUSTON ENGINEERING, INC.		4405 - SOUTH HILL ZONE IMPROVE	\$18,056.05	\$0.00
JV061925	305615	HYDRO KLEAN		4878 - 2025 SANITARY SEWER REH	\$128,849.21	\$0.00
JV061925	305616	INFORMATION TECHNOLOGY DEPARTMENT		VPN/MFA/STATE NET FIBER	\$3,609.05	\$0.00
JV061925	305617	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$640.18	\$0.00
JV061925	305618	ASSOCIATION RET. INTERSTATE BATTERY SYSTEM		BATTERY; BATTERY; CORE	\$534.52	\$0.00
JV061925	305619	JAYDE HAUGROSE		RC-1057 Rental Assistance	\$569.91	\$0.00
JV061925	305620	JEROMES COLLISION CENTER		COMMERCIAL BODY REPAIR	\$6,754.50	\$0.00
JV061925	305608	JOHN DEERE FINANCIAL		ROLLER; ROLLER	\$1,930.73	\$0.00
JV061925	305621	JUSTIN MCNICHOLS		4866.1 Easement Payment - Mcni	\$300.00	\$0.00
JV061925	305622	KALIX		Document Shredding - City Hall	\$317.46	\$0.00
JV061925	305623	KAMP COLLECTIVE, LLC		FI-12 FACADE IMPROVEMENT	\$134,304.00	\$0.00
JV061925	305624	KELLER PAVING AND LANDSCAPING		27.89 Tons Hot Mix Asphalt	\$450,662.54	\$0.00
JV061925	305625	KLJ ENGINEERING, LLC		4873 KLJ DESIGN 3RD ST NE BRID	\$20,857.00	\$0.00
JV061925	305626	L-TRON CORPORATION		Thermal Printer Paper	\$410.00	\$0.00
JV061925	305627	LANGUAGE LINE SERVICES		Interpretation services for di	\$257.91	\$0.00

JV061925	305628	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	RC-1076 Rental Assistance	\$512.73	\$0.00
JV061925	305631	MAIN ELECTRIC CONSTRUCTION	PAYMENT FOR INVOICE 49233	\$41,971.47	\$0.00
JV061925	305544	MARCHUS-BATTERIES PLUS	DURACELL ULTRA BATTERY	\$175.95	\$0.00
JV061925	305632	MARTIN, JERILYN	RC-1093 Rental Assistance	\$2,552.09	\$0.00
JV061925	305633	MEDALLUS & VACHAROTHONE LTD	April 2025 Medallus invoice	\$12,825.00	\$0.00
JV061925	305634	MEDICARE CHOICE GROUP, LLC	Medicare Choice Education 2025	\$5,000.00	\$0.00
JV061925	305644	MELANIE MOORE	Property Appraiser Civil Servi	\$140.00	\$0.00
JV061925	305635	MENARDS	013; SQUARE U-BOLT 3/8"X4"X3"	\$15.96	\$0.00
JV061925	305636	MICHAEL MARAGOS	Easement Payment - 4866.1 Mara	\$300.00	\$0.00
JV061925	305637	MIDSTATES WIRELESS, INC.	Labor to remove radio and moun	\$645.00	\$0.00
JV061925	305638	MIKE YODER	4866.1 Easement Payment	\$300.00	\$0.00
JV061925	305630	MINOT AREA CHAMBER EDC	MACEDC SERVICE AGREEMENT 2025	\$46,637.50	\$0.00
JV061925	305639	MINOT AUTO	EMISSION; DEF FILTER KIT NEWER	\$662.51	\$0.00
JV061925	305640	MINOT AUTOMOTIVE COMPANY, LLC	RIGHT TURN SIGNAL HOUSING	\$86.25	\$0.00
JV061925	305641	MINOT COMMISSION ON AGING	2025 COMMISSION ON AGING	\$12,875.00	\$0.00
JV061925	305642	MINOT EMPLOYEE DONATIONS	Minot Employee Donations	\$745.12	\$0.00
JV061925	305645	MOWBRAY & SONS	REPAIR 3.00 112.00 336.00 BOI	\$10,593.00	\$0.00
JV061925	305646	MR. LAWN	Lawn Application	\$120.00	\$0.00
JV061925	305647	MTI DISTRIBUTING CO.	BOLT; SHOULDER BOLT	\$59.26	\$0.00
JV061925	305648	NAPA AUTO PARTS	002; SMALL LED STROBE	\$1,972.93	\$0.00
JV061925	305649	ND DEPT OF ENVIRONMENTAL QUALITY	Lab Tests: Fluoride, THM, HAA	\$754.47	\$0.00
JV061925	305650	ND DEPT OF WATER RESOURCES	JUNE 2025 WATER FROM NAWS	\$95,567.87	\$0.00
JV061925	305651	ND FRATERNAL ORDER OF POLICE	Police Union Due's/ Legal Defe	\$1,296.00	\$0.00
JV061925	305652	ND ONE CALL, INC.	May 2025 One call tickets for	\$470.95	\$0.00
JV061925	305653	NDIRF	HR Summer Virtual Series	\$50.00	\$0.00
JV061925	305654	NORTHERN STATES POWER COMPANY, MINNESOTA	PERMANENT EASEMENT PERKETT DIT	\$16,280.00	\$0.00
JV061925	305655	NORTHWEST TIRE AND RETREAD	TIRE; REPAIR TIRE	\$3,824.04	\$0.00
JV061925	305656	NYBAKKEN BODY SHOP	PAYMENT FOR RO 11221	\$9,793.29	\$0.00
JV061925	305657	O'DAY EQUIP., INC.	Fuel Tank Repair	\$9,971.61	\$0.00
JV061925	305658	O'REILLY AUTO PARTS	SHOCK; REAR SHOCK	\$149.04	\$0.00
JV061925	305659	OHNSTAD TWICHELL, P.C.	Legal Services Rendered 05/06/	\$666.50	\$0.00
JV061925	305660	OLSON'S TOWING	May Towing	\$2,053.00	\$0.00
JV061925	305661	ONE CALL CONCEPTS, INC.	MAY 2025 LOCATE TICKETS WATER,	\$1,053.05	\$0.00
JV061925	305662	OTIS ELEVATOR COMPANY	2025/26 Otis Elevator Contract	\$17,116.92	\$0.00
JV061925	305584	PARKLAND USA CORPORATION	008; DIESEL EXHAUST FLUID	\$2,823.73	\$0.00
JV061925	305687	PHIL SCHULTZ	MAY/JUNE 2025 BOOKKEEPING SERV	\$400.00	\$0.00
JV061925	305663	PICTOMETRY INTERNATIONAL CORP	2025 AERIAL PHOTOGRAPHY AND LI	\$20,046.66	\$0.00
JV061925	305664	POST CONSTRUCTION COMPANY	PAYMENT FOR INVOICE 1011	\$22,134.00	\$0.00
JV061925	305665	PROCOLLECT	COURT COLLECTION FEES	\$886.77	\$0.00
JV061925	305666	PROTECH INTEGRATIONS, LLC	New Exterior Cameras for Parki	\$7,407.76	\$0.00
JV061925	305667	PSYCHOLOGICAL RESOURCES	Psychological Evaluation Testi	\$300.00	\$0.00
JV061925	305668	RAE-DEAN & BREONNA WOLFE	RC-1047 Rental Assistance	\$2,829.28	\$0.00

	JV061925	305669	RAYNE MARIE OLSON		RC-1041 Rental Assistance	\$784.50	\$0.00
	JV061925	305670	REFUND ONE TIME PAY	BAISCH, BONNIE	UB 9686 512 FOREST	\$55.87	\$0.00
	JV061925	305671	REFUND ONE TIME PAY	BAUSTAD, EVAN	UB 200036 252 14TH	\$5.44	\$0.00
	JV061925	305672	REFUND ONE TIME PAY	BODE, HAYDEN	UB 4274 803 7TH	\$50.00	\$0.00
	JV061925	305673	REFUND ONE TIME PAY	BRADLEY, DAVID C	UB 17142 12 10TH	\$63.20	\$0.00
	JV061925	305674	REFUND ONE TIME PAY	CARMACK, THOMAS	UB 7312 716 4TH	\$10.04	\$0.00
	JV061925	305675	REFUND ONE TIME PAY	FERGUSON, MAZZIE	UB 14958 101 UNIVERSITY	\$30.36	\$0.00
	JV061925	305676	REFUND ONE TIME PAY	GALVIN, LARRY	UB 12844 1808 12 1/2	\$100.00	\$0.00
	JV061925	305677	REFUND ONE TIME PAY	GRANTHAM, SAMANTHA	UB 7368 616 3RD	\$20.81	\$0.00
	JV061925	305678	REFUND ONE TIME PAY	JESSEN, JIM	UB 18032 1502 1ST	\$33.24	\$0.00
	JV061925	305679	REFUND ONE TIME PAY	NIELSEN, WENONA	UB 21724 1726 1ST	\$10.00	\$0.00
	JV061925	305680	REFUND ONE TIME PAY	NORMAN, EMILY	UB 11702 1541 7TH	\$14.73	\$0.00
	JV061925	305681	REFUND ONE TIME PAY	RADEMACHER, KEITH	UB 82126 2717 HERITAGE	\$12.77	\$0.00
	JV061925	305682	REFUND ONE TIME PAY	SCHMIT, ANGELA	UB 23758 1617 44TH	\$50.00	\$0.00
	JV061925	305683	REFUND ONE TIME PAY	THOMPSON, JUSTIN	UB 94350 5320 15TH	\$16.60	\$0.00
	JV061925	305684	RUSSELL CANTRELL		RC-1030 Rental Assistance	\$518.80	\$0.00
	JV061925	305685	SANITATION PRODUCTS		--; PIVOT PIN	\$14,713.63	\$0.00
	JV061925	305686	SCHOCKS SAFE AND LOCK SERVICE		Unlock U-haul @ Impound	\$80.00	\$0.00
	JV061925	305688	SHORT ELLIOTT HENDRICKSON, INC		GA ACCESS ROAD REHABILITATION	\$104,276.93	\$0.00
	JV061925	305689	SIGN SOLUTIONS USA		unauthorized parking signs for	\$282.89	\$0.00
	JV061925	305690	SMART PLANET SOFTWARE, LLC		Fleetpaths Monthly Rate June 2	\$539.73	\$0.00
	JV061925	305691	SOURIS RIVER JOINT WATER RESOURCE		SRJB- June Invoice	\$1,889,283.18	\$0.00
	JV061925	305692	STRATA CORPORATION		4816 - 2024 WATERMAIN REPLACEM	\$325,568.77	\$0.00
	JV061925	305693	SUNDRE SAND & GRAVEL, INC.		1015.15 Tons Class 5 gravel	\$14,922.71	\$0.00
	JV061925	305694	SWANSTON EQUIPMENT COMPANIES		FLASHER; FLASHER	\$16,471.30	\$0.00
	JV061925	305695	TARA KENNER		RC-1060 Rental Assistance	\$848.25	\$0.00
	JV061925	305696	TERRACON CONSULTANTS, INC		ENVIRONMENTAL COSTS FOR ENGLE	\$4,149.50	\$0.00
	JV061925	305697	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$760.00	\$0.00
	JV061925	305698	TRI-N PROPANE		TRIENNIAL DISASTER EXERCISE -	\$187.50	\$0.00
	JV061925	305699	TRINITY HEALTH		May 2025 prisoner care	\$4,873.54	\$0.00
	JV061925	305700	TRINITY MEDICAL GROUP		Trinity inmate invoice 44110 f	\$862.27	\$0.00
	JV061925	305701	TYLER STRATTON		Easement Payment - 4866.1 - St	\$300.00	\$0.00
	JV061925	305702	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$342.69	\$0.00
	JV061925	305703	UNITED QUALITY COOPERATIVE		DIESEL	\$22,421.26	\$0.00
	AP224	100007032	VERENDRYE ELECTRIC		May 2025 Verendrye	\$92,396.04	\$0.00
	JV061925	305704	VICKIE OLSON		4866.1 Easement Payment - Olso	\$300.00	\$0.00
	JV061925	305705	VISIT MINOT		LODGING TAXES COLLECTED	\$18,830.40	\$0.00
	JV061925	305706	WALLWORK TRUCK CENTER MINOT		--; CORE CHARGEBACK	\$3,911.78	\$0.00
	JV061925	305707	WESTLIE FORD		DEFLECTOR; FRONT UNDER CARRIAG	\$1,398.83	\$0.00
	JV061925	305708	WESTLIE TRUCK CENTER		DRYER; AC DRIER	\$465.92	\$0.00
	JV061925	305709	WILBUR ELLIS		20 gallons Herbicide, 10 gallo	\$1,087.20	\$0.00
06/23/2025	JV062325	305710	GENERAL ONE TIME PAY	Zachery Wang and Taylor Hauf	National Disaster Resilience A	\$30,000.00	\$0.00
06/24/2025	DC062025	100007065	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 06.20.2025	\$17,100.77	\$0.00

	ADJ0425	100007067	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Jacob Fylling Adjustment April	\$104.17	\$0.00
06/25/2025	NDRE0625	100007069	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		June 2025 ND PERS RETIREMENT	\$224,955.12	\$0.00
06/26/2025	WEX0525	100007031	WEX HEALTH, INC		May 2025 WEX/FSA	\$302.40	\$0.00
	JV062625	305711	FERGUSON		Replacement Valves	\$7,150.00	\$0.00
	JV062625	1117	WATERWORKS #2516 GENERAL ONE TIME PAY	Melissa Katherine Villaneda	Melissa Katherine Villaneda Bo	\$750.00	\$0.00
	JV062625	1118	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Lindsey Hillman Bond Transfer	\$1,500.00	\$0.00
	JV062625	1119	GENERAL ONE TIME PAY	Ward County Clerk of Court	Justin Aaron Edwards 51-2025-C	\$750.00	\$0.00
06/27/2025	AFLA0625	100007080	AFLAC		June 2025 AFLAC	\$16,689.86	\$0.00
	JO062725	305712	NDSU DEPT 3130		North Dakota MPO Planning Supp	\$10,000.00	\$0.00
	JO062725	305713	U.S. POST OFFICE		UB BULK MAILING	\$5,000.00	\$0.00
	JO062725	305714	UNUM LIFE INSURANCE		JUNE 2025 LTD-STD PREMIUM	\$29,487.63	\$0.00
					Total	\$7,697,707.91	\$78,649.64

Posting date	Transaction date	Supplier	Amount
5/28/2025	5/26/2025	Menards Minot Nd	29.97
5/28/2025	5/27/2025	Dakota Supply Group - Ws	95.31
5/28/2025	5/27/2025	Exxon Superpumper #32	30.00
5/28/2025	5/27/2025	Acme Tools Minot	21.47
5/28/2025	5/27/2025	Macs Minot, Nd	93.98
5/28/2025	5/27/2025	Acme Tools Minot	23.79
5/28/2025	5/27/2025	Cenex-Harleys Arrowhead	260.00
5/28/2025	5/27/2025	Cenex-Harleys Arrowhead	260.00
5/28/2025	5/27/2025	Surveymonk* T 46831558	99.00
5/28/2025	5/27/2025	Netflix.Com	24.99
5/28/2025	5/27/2025	Acme Tools Minot	172.83
5/28/2025	5/27/2025	Hlu*huluplus	2.99
5/28/2025	5/27/2025	Hlu*huluplus	2.99
5/28/2025	5/27/2025	Harbor Freight Tools3246	85.83
5/28/2025	5/27/2025	Runnings Of Minot	111.97
5/28/2025	5/27/2025	At&t Payment	439.85
5/28/2025	5/27/2025	William E Young Co	1,121.59
5/28/2025	5/27/2025	Spi*directv Service	164.98
5/29/2025	5/27/2025	Menards Minot Nd	26.97
5/29/2025	5/27/2025	Rhi Supply Minot	199.00
5/29/2025	5/27/2025	Red Wing Shoes #825	200.00
5/29/2025	5/27/2025	Fedex	50.05
5/29/2025	5/27/2025	Officemax/Depot 6513	87.98
5/29/2025	5/28/2025	In *nd Post	46.35
5/29/2025	5/28/2025	Gravel Products Inc.	232.18
5/29/2025	5/28/2025	Schocks Safe And Lock Se	10.00
5/29/2025	5/28/2025	Sp K9 Tactical Gear	353.99
5/29/2025	5/28/2025	Tractor-Supply-Co #0130	99.95
5/29/2025	5/28/2025	Sq *the Bark Porch Inc	105.00
5/29/2025	5/28/2025	Eb *2025 North Dakota	180.00
5/29/2025	5/28/2025	Crunchyroll	11.99
5/29/2025	5/28/2025	Crunchyroll	11.99
5/29/2025	5/28/2025	Acme Tools Minot	140.62
5/29/2025	5/28/2025	Schocks Safe And Lock Se	35.00
5/29/2025	5/28/2025	Delta	867.96
5/29/2025	5/28/2025	Amazon Reta* Nn7789a60	24.99
5/29/2025	5/28/2025	Sp Ggi Road&traffic	4,315.70
5/29/2025	5/28/2025		43.16
5/29/2025	5/28/2025	Dive Right In Scuba Pl	1,015.74
5/29/2025	5/28/2025	Runnings Of Minot	29.99
5/29/2025	5/28/2025	Theiacp	220.00
5/29/2025	5/28/2025	Macs Minot, Nd	17.10
5/30/2025	5/28/2025	Office Depot #5910	68.99

5/30/2025	5/28/2025 Rhi Supply Minot	88.60
5/30/2025	5/28/2025 Bernard J Mulcahy Compan	29.47
5/30/2025	5/28/2025 Menards Minot Nd	14.99
5/30/2025	5/28/2025 Napa Parts 0027632	30.99
5/30/2025	5/28/2025 Butler Machinery Company	411.34
5/30/2025	5/28/2025 Dmv Arrowhead Shopping C	39.00
5/30/2025	5/28/2025 Municipay(M3)*service Fe	1.50
5/30/2025	5/28/2025 Rhi Supply Minot	102.57
5/30/2025	5/28/2025 Caribou Mobile App #9006	42.98
5/30/2025	5/28/2025 Titan Machinery - Minot	1,189.43
5/30/2025	5/28/2025 Officemax/Depot 6513	98.99
5/30/2025	5/28/2025 Officemax/Depot 6513	50.56
5/30/2025	5/29/2025 Minnesota Valley Testing	3,452.00
5/30/2025	5/29/2025 Minot Restaurant Supply	25.65
5/30/2025	5/29/2025 2pitney Bowes Inc.	65.98
5/30/2025	5/29/2025 Amazon Mktpl	173.24
5/30/2025	5/29/2025 Sq *xgolf Minot- Square1	50.00
5/30/2025	5/29/2025 Blackstonelibrary.Com	280.23
5/30/2025	5/29/2025 Escapepointnd.Com	64.00
5/30/2025	5/29/2025 Galls	118.53
5/30/2025	5/29/2025 Amazon Mktpl	17.98
5/30/2025	5/29/2025 Wilbur Ellis Minot	129.67
6/2/2025	5/29/2025 Napa Parts 0027632	71.38
6/2/2025	5/29/2025 Menards Minot Nd	37.98
6/2/2025	5/29/2025 The Home Depot #3703	39.91
6/2/2025	5/29/2025 Main Street Books	77.19
6/2/2025	5/29/2025 Tst*prairie Sky Breads	50.00
6/2/2025	5/29/2025 Awg 2557	140.90
6/2/2025	5/29/2025 Ward County Recorder	9.00
6/2/2025	5/29/2025 Municipay(M3)*service Fe	1.50
6/2/2025	5/30/2025 Main Electric Constructn	2,023.00
6/2/2025	5/30/2025 Autopay/Dish Ntwk	209.10
6/2/2025	5/30/2025 West Oaks Animal Hospital	109.88
6/2/2025	5/30/2025 Officemax/Depot 6513	26.07
6/2/2025	5/30/2025 Menards Minot Nd	22.94
6/2/2025	5/30/2025 Rhi Supply Minot	54.45
6/2/2025	5/30/2025 Menards Minot Nd	27.27
6/2/2025	5/30/2025 Tst* Whiskey Nine	50.00
6/2/2025	5/30/2025 Yiftee Egift Provider	53.50
6/2/2025	5/30/2025 Menards Minot Nd	23.32
6/2/2025	5/30/2025 Swanston Equip Minot	39.41
6/2/2025	5/30/2025 Fire- Dex Gw	49.24
6/2/2025	5/30/2025 Napa Parts 0027632	129.99
6/2/2025	5/30/2025 Fedex	53.25

6/2/2025	5/30/2025	Officemax/Depot 6513	21.49
6/2/2025	5/30/2025	Sync	108.00
6/2/2025	5/30/2025		1.08
6/2/2025	5/31/2025	Mp-*minot Afb Club	18.87
6/2/2025	5/31/2025	470 Auto Value - Minot	109.90
6/2/2025	5/31/2025	Il Tollway -Pay By Plate	25.10
6/2/2025	5/31/2025	Amazon Mark* Nn1i80ud1	36.99
6/2/2025	5/31/2025	Oreilly 1537	(32.24)
6/2/2025	5/31/2025	Oreilly 1537	32.24
6/2/2025	5/31/2025	Oreilly 1537	28.14
6/2/2025	5/31/2025	Amazon Mark* Nn79d1is1	69.99
6/2/2025	5/31/2025	Ndsu-Ext Pest Pro	115.00
6/2/2025	5/31/2025	Envato	198.00
6/2/2025	5/31/2025	Amazon Mktpl	92.90
6/2/2025	5/31/2025	Sheraton Music City	109.75
6/2/2025	5/31/2025	Amazon Mktpl	34.16
6/2/2025	5/31/2025	Galls	1,726.93
6/2/2025	6/1/2025	Google *youtube Tv	4.99
6/2/2025	6/1/2025	Amazon Prime	14.99
6/2/2025	6/1/2025	Amazon Reta* N64b25du2	18.00
6/2/2025	6/1/2025	Amazon Mark* N61102cf1	63.90
6/2/2025	6/1/2025	Amazon Reta* N69vx6d72	20.98
6/3/2025	5/27/2025	Magpul Industries Corp	226.02
6/3/2025	6/1/2025	Town And Country - Lod	313.58
6/3/2025	6/2/2025	Scheels Minot	119.99
6/3/2025	6/2/2025	Paymentus Corporation	1.25
6/3/2025	6/2/2025	Nd Dept Of Envir Qual	25.00
6/3/2025	6/2/2025	Paymentus Corporation	0.63
6/3/2025	6/2/2025	Nd Dept Of Envir Qual	50.00
6/3/2025	6/2/2025	Nd Dept Of Envir Qual	25.00
6/3/2025	6/2/2025	Paymentus Corporation	0.63
6/3/2025	6/2/2025	Amazon Mktpl	43.98
6/3/2025	6/2/2025	Nd Dept Of Envir Qual	25.00
6/3/2025	6/2/2025	Paymentus Corporation	0.63
6/3/2025	6/2/2025	Paymentus Corporation	1.25
6/3/2025	6/2/2025	Nd Dept Of Envir Qual	50.00
6/3/2025	6/2/2025	Amazon Mktpl	23.21
6/3/2025	6/2/2025	Amazon Mark* N62ko8lg0	68.94
6/3/2025	6/2/2025	Amazon Mark* N64ax7u12	23.97
6/3/2025	6/2/2025	Surveysparrow	39.00
6/3/2025	6/2/2025	Nd Dept Of Envir Qual	50.00
6/3/2025	6/2/2025	Paymentus Corporation	1.25
6/3/2025	6/2/2025	Amazon Mktpl	265.44
6/3/2025	6/2/2025	Column Public Notice	561.60

6/3/2025	6/2/2025 Column Public Notice	90.48
6/3/2025	6/2/2025 Runnings Of Minot	(15.00)
6/3/2025	6/2/2025 Runnings Of Minot	44.90
6/3/2025	6/2/2025 Sq *the Bark Porch Inc	126.00
6/3/2025	6/2/2025 Macs Minot, Nd	10.00
6/3/2025	6/2/2025 Paymentus Corporation	0.63
6/3/2025	6/2/2025 Nd Dept Of Envir Qual	25.00
6/3/2025	6/2/2025 Column Public Notice	62.40
6/3/2025	6/2/2025 Paymentus Corporation	0.63
6/3/2025	6/2/2025 Macs Minot, Nd	62.99
6/3/2025	6/2/2025 Nd Dept Of Envir Qual	25.00
6/3/2025	6/2/2025 Paymentus Corporation	0.63
6/3/2025	6/2/2025 Nd Dept Of Envir Qual	25.00
6/3/2025	6/2/2025 Paymentus Corporation	2.50
6/3/2025	6/2/2025 Nd Dept Of Envir Qual	100.00
6/3/2025	6/2/2025 Verizon	478.35
6/3/2025	6/3/2025 Amazon Mark* N638g93k0	21.99
6/4/2025	6/1/2025 Ck Holiday # 06431	170.00
6/4/2025	6/2/2025 Menards Minot Nd	16.47
6/4/2025	6/2/2025 Clr Marine	290.19
6/4/2025	6/2/2025 Amazon Mark* Lq5dq8me3	(24.46)
6/4/2025	6/2/2025 Menards Minot Nd	24.99
6/4/2025	6/3/2025 Paymentus Corporation	0.63
6/4/2025	6/3/2025 Nd Dept Of Envir Qual	25.00
6/4/2025	6/3/2025 Minnesota Valley Testing	463.00
6/4/2025	6/3/2025 Vestis Services Llc	133.75
6/4/2025	6/3/2025 Nd Dept Of Envir Qual	25.00
6/4/2025	6/3/2025 Paymentus Corporation	0.63
6/4/2025	6/3/2025 Sq *the Bark Porch Inc	155.00
6/4/2025	6/3/2025 Galls	241.28
6/4/2025	6/3/2025 Balco Uniform Co Inc	3,187.83
6/4/2025	6/3/2025 Signstoday, Inc	78.75
6/4/2025	6/3/2025 Fastenal Company 01ndmin	100.18
6/4/2025	6/3/2025 Paymentus Corporation	0.63
6/4/2025	6/3/2025 Nd Dept Of Envir Qual	25.00
6/4/2025	6/3/2025 Amazon Mktpl	6.47
6/4/2025	6/3/2025 Amazon Mark* N64mb0aq0	134.74
6/4/2025	6/3/2025 Column Public Notice	7.02
6/4/2025	6/3/2025 Amazon Reta* N62019x51	344.55
6/4/2025	6/3/2025 Amazon Mktpl	23.02
6/4/2025	6/3/2025 Amazon Mktpl	14.38
6/4/2025	6/3/2025 Amazon Mktpl	19.33
6/4/2025	6/3/2025 Amazon Mktpl	51.00
6/4/2025	6/3/2025 Amazon Mktpl	14.85

6/4/2025	6/3/2025 Dakota Supply Group - Ws	51.65
6/4/2025	6/3/2025 Psvj *jpmc Fee	0.63
6/4/2025	6/3/2025 Ndstate Plumbing Board	25.00
6/4/2025	6/3/2025 Nd Dept Of Envir Qual	25.00
6/4/2025	6/3/2025 Paymentus Corporation	0.63
6/4/2025	6/3/2025 Nd Dept Of Envir Qual	25.00
6/4/2025	6/3/2025 Paymentus Corporation	0.63
6/4/2025	6/3/2025 Psvj *jpmc Fee	0.63
6/4/2025	6/3/2025 Ndstate Plumbing Board	25.00
6/4/2025	6/3/2025 Intl Code Council Inc	43.00
6/4/2025	6/3/2025 Sq *morellis Distributin	343.41
6/4/2025	6/3/2025 Nd Dept Of Envir Qual	25.00
6/4/2025	6/3/2025 Paymentus Corporation	0.63
6/4/2025	6/4/2025 Amazon Mark* Nh4fa9fx2	873.75
6/4/2025	6/4/2025 North Dakota Library A	185.00
6/5/2025	5/24/2025 Sheraton Music City	(887.25)
6/5/2025	6/3/2025 Menards Minot Nd	109.29
6/5/2025	6/3/2025 Microtel Inn & Suites	124.40
6/5/2025	6/3/2025 Menards Minot Nd	34.31
6/5/2025	6/3/2025 Unified Supply & Services	1,322.66
6/5/2025	6/3/2025 Fedex	12.60
6/5/2025	6/3/2025 Fedex	12.60
6/5/2025	6/3/2025 Fedex	10.00
6/5/2025	6/3/2025 Country Inn & Suites -	273.11
6/5/2025	6/3/2025 Prairie Supply Inc	359.88
6/5/2025	6/3/2025 Dominos 1882	121.35
6/5/2025	6/4/2025 Arrowhead Ace	74.99
6/5/2025	6/4/2025 Batteries Plus #0639	148.90
6/5/2025	6/4/2025 Paymentus Corporation	0.63
6/5/2025	6/4/2025 Nd Dept Of Envir Qual	25.00
6/5/2025	6/4/2025 Nd Dept Of Envir Qual	25.00
6/5/2025	6/4/2025 Paymentus Corporation	0.63
6/5/2025	6/4/2025 Magic City Garage Door	2,045.00
6/5/2025	6/4/2025 Gerdau Ameristeel Minot	1,305.77
6/5/2025	6/4/2025 Amazon Reta* N611m5861	249.03
6/5/2025	6/4/2025 Amazon Mktp	52.44
6/5/2025	6/4/2025 Amazon Mark* N63562b61	14.39
6/5/2025	6/4/2025 Amazon Reta* Nh7lu9np2	298.13
6/5/2025	6/4/2025 Amazon Mark* N65ca2mk0	19.23
6/5/2025	6/4/2025 Amazon Reta* N65q16vz0	140.40
6/5/2025	6/4/2025 Amazon Reta* N69wr9xo0	6.99
6/5/2025	6/4/2025 Target 00000851	73.95
6/5/2025	6/4/2025 Amazon Mark* Nh53k4n92	15.67
6/5/2025	6/4/2025 Amazon Mark* N62q328u1	250.55

6/5/2025	6/4/2025 Amazon Reta* Nh8zl2j62	38.95
6/5/2025	6/4/2025 Runnings Of Minot	472.52
6/5/2025	6/4/2025 Verizonwrlss	29.47
6/5/2025	6/4/2025 Verizonwrlss	105.10
6/5/2025	6/4/2025 Acme Tools Minot	169.00
6/5/2025	6/4/2025 Sq *ole Olsons Towing &	224.00
6/5/2025	6/4/2025 Srt Communications, Inc	255.36
6/5/2025	6/4/2025 Srt Communications, Inc	574.03
6/5/2025	6/4/2025 Srt Communications, Inc	836.82
6/5/2025	6/4/2025 Srt Communications, Inc	9,879.41
6/5/2025	6/4/2025 Amazon.Com*nh9bt5lz2	13.29
6/5/2025	6/4/2025 Amazon Mktpl	79.99
6/5/2025	6/4/2025 Amazon Mktpl	95.99
6/5/2025	6/4/2025 Intlcodecounc lbx2544	45.00
6/5/2025	6/4/2025 Intlcodecounc lbx2544	1,485.00
6/5/2025	6/4/2025 Tmg Business Services	849.75
6/5/2025	6/4/2025 Tmg Business Services	93.75
6/5/2025	6/4/2025 Lowes Printing	174.95
6/5/2025	6/4/2025 Nd Dept Of Envir Qual	50.00
6/5/2025	6/4/2025 Paymentus Corporation	1.25
6/5/2025	6/5/2025 Dmi* Dell K-12/Govt	251.99
6/6/2025	6/4/2025 Cenex-Express Mart	303.19
6/6/2025	6/4/2025 Amazon Reta* N69vx6d72	(1.00)
6/6/2025	6/4/2025 Rdo Equipment-Minot	56.94
6/6/2025	6/4/2025 Samsclub.Com	92.20
6/6/2025	6/4/2025 Doubletree Hotels	383.40
6/6/2025	6/4/2025 Cenex Enerbase	52.06
6/6/2025	6/4/2025 The Home Depot #3703	31.97
6/6/2025	6/4/2025 Cenex-Enerbase	47.00
6/6/2025	6/4/2025 Officemax/Depot 6513	104.94
6/6/2025	6/5/2025 Ferguson Entprs 3094	99.78
6/6/2025	6/5/2025 Pawtree	144.83
6/6/2025	6/5/2025 Balco Uniform Co Inc	254.00
6/6/2025	6/5/2025 Tractor-Supply-Co #0130	8.99
6/6/2025	6/5/2025 Magic City Car Wash	500.00
6/6/2025	6/5/2025 Verizonwrlss	135.23
6/6/2025	6/5/2025 Amazon Mktpl	18.45
6/6/2025	6/5/2025 Amazon Mark* N69mk1kx1	1,039.66
6/6/2025	6/5/2025 Amazon Prime	14.99
6/6/2025	6/5/2025 Amazon Mktpl	12.70
6/6/2025	6/5/2025 Amazon Mark* Nh87t71j2	920.02
6/6/2025	6/5/2025 Amazon Prime	14.99
6/6/2025	6/5/2025 Canva* I04538-78396571	58.00
6/6/2025	6/5/2025 Spi*directv Service	152.99

6/6/2025	6/5/2025 The Ups Store 1423	62.45
6/6/2025	6/5/2025 Cvs/Pharmacy #08611	266.05
6/6/2025	6/5/2025 Tlo Transunion	150.80
6/6/2025	6/5/2025 Amazon Mktpl	66.84
6/6/2025	6/5/2025 Vessco Inc	244.73
6/6/2025	6/5/2025 Macs Minot, Nd	81.10
6/6/2025	6/5/2025 Tractor-Supply-Co #0130	499.99
6/6/2025	6/5/2025 Fastenal Company 01ndmin	23.33
6/6/2025	6/5/2025 Tractor-Supply-Co #0130	22.99
6/9/2025	6/5/2025 Town And Country - Lod	(30.00)
6/9/2025	6/5/2025 Town And Country - Lod	926.66
6/9/2025	6/5/2025 Menards Minot Nd	22.46
6/9/2025	6/5/2025 Menards Minot Nd	24.13
6/9/2025	6/5/2025 Menards Minot Nd	12.27
6/9/2025	6/5/2025 Menards Minot Nd	43.97
6/9/2025	6/5/2025 Paymentus Corporation	0.63
6/9/2025	6/5/2025 Nd Dept Of Envir Qual	25.00
6/9/2025	6/5/2025 Municipay(M3)*service Fe	1.50
6/9/2025	6/5/2025 Ward County Recorder	20.00
6/9/2025	6/5/2025 Shell Oil10083966019	21.00
6/9/2025	6/5/2025 Napa Parts 0027632	30.99
6/9/2025	6/6/2025 Macs Minot, Nd	18.99
6/9/2025	6/6/2025 Nd Dept Of Envir Qual	25.00
6/9/2025	6/6/2025 Paymentus Corporation	0.63
6/9/2025	6/6/2025 Menards Minot Nd	206.10
6/9/2025	6/6/2025 Usps Po 3762880701	188.00
6/9/2025	6/6/2025 Menards Minot Nd	9.65
6/9/2025	6/6/2025 The Home Depot #3703	28.97
6/9/2025	6/6/2025 Menards Minot Nd	(32.23)
6/9/2025	6/6/2025 Menards Minot Nd	29.98
6/9/2025	6/6/2025 Menards Minot Nd	32.23
6/9/2025	6/6/2025 Amazon Mktpl	290.60
6/9/2025	6/6/2025 Menards Minot Nd	75.68
6/9/2025	6/6/2025 4imprint, Inc	640.25
6/9/2025	6/6/2025 Napa Parts 0027632	42.38
6/9/2025	6/6/2025 Menards Minot Nd	249.15
6/9/2025	6/6/2025 Psvj *jpmc Fee	0.63
6/9/2025	6/6/2025 Ndstate Plumbing Board	25.00
6/9/2025	6/6/2025 Paymentus Corporation	0.63
6/9/2025	6/6/2025 Nd Dept Of Envir Qual	25.00
6/9/2025	6/6/2025 Amazon Mark* N63vq69n0	67.82
6/9/2025	6/6/2025 Amazon Prime	14.99
6/9/2025	6/6/2025 Menards Minot Nd	373.35
6/9/2025	6/6/2025 Dakota Supply Group - Ws	264.90

6/9/2025	6/6/2025 Dakota Supply Group - Ws	136.33
6/9/2025	6/6/2025 Menards Minot Nd	10.38
6/9/2025	6/6/2025 Bound Tree Medical Llc	203.86
6/9/2025	6/6/2025 Pri Management Group	166.40
6/9/2025	6/6/2025 Muus Lumber And Hardware-	105.67
6/9/2025	6/6/2025 In *silence Llc	765.00
6/9/2025	6/6/2025 Material Testing Services	253.05
6/9/2025	6/6/2025 Material Testing Services	901.95
6/9/2025	6/6/2025 Nd Dept Of Envir Qual	25.00
6/9/2025	6/6/2025 Amazon Mktpl	359.98
6/9/2025	6/6/2025 Paymentus Corporation	0.63
6/9/2025	6/6/2025 Paymentus Corporation	0.63
6/9/2025	6/6/2025 Psvj *jpmc Fee	0.63
6/9/2025	6/6/2025 Core & Main Nd002	1,189.88
6/9/2025	6/6/2025 Psvj *jpmc Fee	0.63
6/9/2025	6/6/2025 Nd Dept Of Envir Qual	25.00
6/9/2025	6/6/2025 Ndstate Plumbing Board	25.00
6/9/2025	6/6/2025 Ndstate Plumbing Board	25.00
6/9/2025	6/6/2025 Napa Parts 0027632	299.00
6/9/2025	6/6/2025 United	40.00
6/9/2025	6/6/2025 Border States Industries	275.50
6/9/2025	6/7/2025 Amazon Mktpl	61.53
6/9/2025	6/7/2025 Era - A Waters Company	441.55
6/9/2025	6/7/2025 Fire Safety Usa Inc	319.00
6/9/2025	6/7/2025 North Dakota Library A	235.00
6/9/2025	6/7/2025 Amazon Reta* Nh7tl0cg1	369.99
6/9/2025	6/8/2025 Delta Air	35.00
6/9/2025	6/8/2025 Amazon Reta* Nh2x593s1	48.86
6/9/2025	6/9/2025 Amazon Mark* Nh1ut9t80	37.87
6/10/2025	6/8/2025 Menards Minot Nd	21.80
6/10/2025	6/8/2025 Menards Minot Nd	17.26
6/10/2025	6/9/2025 Grainger	49.17
6/10/2025	6/9/2025 Grainger	403.28
6/10/2025	6/9/2025 Wp*muttmats.Com	102.26
6/10/2025	6/9/2025 Sp Rock Creek Crates	775.00
6/10/2025	6/9/2025 Ray Allen Manufacturing	81.39
6/10/2025	6/9/2025 Batteries Plus #0639	292.50
6/10/2025	6/9/2025 Usps Po 3762880701	5.65
6/10/2025	6/9/2025 Core & Main Nd002	2,519.19
6/10/2025	6/9/2025 Ferguson Entprs 3094	750.01
6/10/2025	6/9/2025 Thorsrud Supply Co	1,423.00
6/10/2025	6/9/2025 Core & Main Nd002	361.28
6/10/2025	6/9/2025 Eb *ndasro Summer Conf	125.00
6/11/2025	6/9/2025 The Home Depot #3703	185.34

6/11/2025	6/9/2025 Napa Parts 0027632	123.54
6/11/2025	6/9/2025 Crowne Plaza Union Stati	393.47
6/11/2025	6/9/2025 Menards Minot Nd	36.98
6/11/2025	6/9/2025 Sprayer Sup	2,074.62
6/11/2025	6/9/2025 Rhi Supply Minot	12.15
6/11/2025	6/9/2025 Menards Minot Nd	78.85
6/11/2025	6/9/2025 Radwell International	86.16
6/11/2025	6/9/2025 Nddot-DI-Minot	18.00
6/11/2025	6/9/2025 Menards Minot Nd	17.37
6/11/2025	6/9/2025 Rhi Supply Minot	158.48
6/11/2025	6/9/2025 Menards Minot Nd	364.47
6/11/2025	6/10/2025 Thorsrud Supply Co	203.31
6/11/2025	6/10/2025 Arrowhead Ace	17.95
6/11/2025	6/10/2025 Sp Condor Retail Dept	377.70
6/11/2025	6/10/2025 Cci Solutions	64.30
6/11/2025	6/10/2025 Smartsign	2,920.75
6/11/2025	6/10/2025 North Country Sports	126.00
6/11/2025	6/10/2025 Wal-Mart #1636	273.80
6/11/2025	6/10/2025 Amazon Mark* Nh0wi0ml1	15.99
6/11/2025	6/10/2025 Hulu	92.98
6/11/2025	6/10/2025 Eb *2025 Goscma Annual	175.00
6/11/2025	6/10/2025 Arrowhead Ace	30.36
6/11/2025	6/10/2025 Core & Main Nd002	1,559.00
6/11/2025	6/10/2025 Amazon Mark* Nh8sb3mi0	27.98
6/11/2025	6/10/2025 Arrowhead Ace	69.99
6/11/2025	6/10/2025 Ndsu-Ext Pest Pro	115.00
6/11/2025	6/10/2025 Amazon Reta* Na5jx8jf2	8.29
6/11/2025	6/10/2025 Fire Safety Usa Inc	469.95
6/11/2025	6/10/2025 Acme Tools Minot	251.96
6/11/2025	6/10/2025 Column Public Notice	185.64
6/11/2025	6/10/2025 National Association Of S	275.00
6/11/2025	6/10/2025 Amazon Mktpl	93.55
6/12/2025	6/10/2025 Minot Daily News	48.00
6/12/2025	6/10/2025 Delta Air	772.97
6/12/2025	6/10/2025 American Association O	1,400.00
6/12/2025	6/10/2025 Menards Minot Nd	16.37
6/12/2025	6/10/2025 Menards Minot Nd	10.08
6/12/2025	6/10/2025 Rdo Equipment-Minot	2,436.42
6/12/2025	6/10/2025 In-Situ Inc	241.00
6/12/2025	6/10/2025 Napa Parts 0027632	64.99
6/12/2025	6/10/2025 United	40.00
6/12/2025	6/11/2025 Amazon.Com*nh0ki2hz1	20.99
6/12/2025	6/11/2025 Adb Safegate Americas	339.54
6/12/2025	6/11/2025 Target 00000851	61.98

6/12/2025	6/11/2025 North Country Sports	136.00
6/12/2025	6/11/2025 Delta Air	35.00
6/12/2025	6/11/2025 Ndrin-Nd Land Records	30.00
6/12/2025	6/11/2025 Tmg Business Services	1,011.00
6/12/2025	6/11/2025 At&t Payment	45.96
6/12/2025	6/11/2025 Minot Restaurant Supply	55.61
6/12/2025	6/11/2025 Minot Restaurant Supply	26.77
6/12/2025	6/11/2025 At&t Payment	441.68
6/12/2025	6/11/2025 At&t Payment	2,934.09
6/12/2025	6/11/2025 Amazon Mktpl	135.20
6/12/2025	6/11/2025 Dakota Fluid Power, Inc.	11.96
6/12/2025	6/11/2025 Vistaprint Corporate Solu	64.92
6/12/2025	6/12/2025 Amazon Mark* Nh4nl07n0	12.95
6/13/2025	6/11/2025 Dmv Arrowhead Shopping C	9.00
6/13/2025	6/11/2025 Municipay(M3)*service Fe	1.50
6/13/2025	6/11/2025 Jw Marriott Indy	1,106.53
6/13/2025	6/11/2025 Demco Inc	195.74
6/13/2025	6/11/2025 Menards Minot Nd	14.97
6/13/2025	6/11/2025 Amazon Mark* Nh4fa9fx2	(15.02)
6/13/2025	6/11/2025 Amazon Mark* N64mb0aq0	(13.17)
6/13/2025	6/11/2025 Rhi Supply Minot	205.90
6/13/2025	6/11/2025 Menards Minot Nd	6.68
6/13/2025	6/11/2025 Officemax/Depot 6513	28.99
6/13/2025	6/11/2025 Omni Hotels	1,133.73
6/13/2025	6/11/2025 Americinn Of Wahpeton	220.00
6/13/2025	6/11/2025 Cenex-Enerbase	41.39
6/13/2025	6/11/2025 Marathon Petro256578	38.77
6/13/2025	6/12/2025 Arrowhead Ace	29.58
6/13/2025	6/12/2025 Amazon Mktpl	189.50
6/13/2025	6/12/2025 Uline	1,243.03
6/13/2025	6/12/2025 Ws Darley Co	6,950.00
6/13/2025	6/12/2025 Vzwrllss*apocc Visb	40.01
6/13/2025	6/12/2025 Balco Uniform Co Inc	165.00
6/13/2025	6/12/2025 Galls	134.16
6/13/2025	6/12/2025 Amazon.Com	(322.49)
6/13/2025	6/12/2025 Cornwell Performance T	15.58
6/13/2025	6/12/2025 Fireside Office Solution	957.03
6/13/2025	6/12/2025 Amazon Mktpl	45.99
6/13/2025	6/12/2025 Dickinson Press	163.58
6/13/2025	6/12/2025 Amazon Mark* Nh4fa9fx2	(22.99)
6/13/2025	6/12/2025 Amazon Mark* Nh0c57u51	64.90
6/13/2025	6/12/2025 Amazon Mark* Na84p3b72	9.99
6/13/2025	6/12/2025 Amazon Mark* Nh7wd9uy1	22.79
6/13/2025	6/12/2025 Adobe *adobe	29.99

6/13/2025	6/12/2025 Verizonwrlss	72.01
6/13/2025	6/12/2025 Verizonwrlss	372.58
6/13/2025	6/12/2025 Verizonwrlss	40.01
6/13/2025	6/12/2025 Verizonwrlss	3,504.10
6/13/2025	6/12/2025 Trinity Corporate Finance	30.00
6/13/2025	6/12/2025 Wilbur Ellis Minot	204.60
6/13/2025	6/12/2025 In-Situ Inc	2,140.00
6/13/2025	6/12/2025 Amazon Mktpl	20.89
6/13/2025	6/12/2025 Core & Main Nd002	496.79
6/16/2025	6/12/2025 Menards Minot Nd	57.85
6/16/2025	6/12/2025 Menards Minot Nd	19.99
6/16/2025	6/12/2025 Officemax/Depot 6513	20.99
6/16/2025	6/12/2025 Rhi Supply Minot	108.27
6/16/2025	6/12/2025 Menards Minot Nd	60.75
6/16/2025	6/12/2025 Menards Minot Nd	53.95
6/16/2025	6/12/2025 Cenex- Enerbase Truck Pl	11.96
6/16/2025	6/12/2025 Paymentus Corporation	0.63
6/16/2025	6/12/2025 Nd Dept Of Envir Qual	25.00
6/16/2025	6/12/2025 Exxon Superpumper #34	15.00
6/16/2025	6/12/2025 Menards Minot Nd	67.23
6/16/2025	6/12/2025 Fedex	12.60
6/16/2025	6/13/2025 Rhi Supply Minot	172.20
6/16/2025	6/13/2025 Officemax/Depot 6513	381.66
6/16/2025	6/13/2025 Amazon Reta* Na2a25oi0	33.13
6/16/2025	6/13/2025 Amazon Mark* Na3i67sx2	23.41
6/16/2025	6/13/2025 Amazon Mktpl	59.40
6/16/2025	6/13/2025 Amazon Reta* Na1r59s02	128.69
6/16/2025	6/13/2025 Amazon Mktpl	64.46
6/16/2025	6/13/2025 Amazon Reta* Na4m784s1	6.42
6/16/2025	6/13/2025 West Oaks Animal Hospital	621.79
6/16/2025	6/13/2025 Sq *uglee Box Retail	304.49
6/16/2025	6/13/2025 Paymentus Corporation	0.63
6/16/2025	6/13/2025 Nd Dept Of Envir Qual	25.00
6/16/2025	6/13/2025 Amazon Reta* Na17f8le1	34.88
6/16/2025	6/13/2025 Column Public Notice	37.44
6/16/2025	6/13/2025 Amazon Mktpl	37.99
6/16/2025	6/14/2025 Usabluebook	301.90
6/16/2025	6/14/2025 Usabluebook	188.81
6/16/2025	6/14/2025 Spo*spicypieminot	876.36
6/16/2025	6/14/2025 Menards Minot Nd	45.90
6/16/2025	6/14/2025 Amazon Mark* Na6tm7id2	130.24
6/16/2025	6/14/2025 Amazon Mark* Na59f1a91	183.52
6/16/2025	6/14/2025 Amazon Mark* Nz0aj6jx1	(103.70)
6/16/2025	6/14/2025 Amazon Mark* Na8ih8u42	25.06

6/16/2025	6/14/2025 Menards Minot Nd	75.99
6/16/2025	6/14/2025 Dmi* Dell K-12/Govt	12.47
6/16/2025	6/14/2025 Amazon.Com*na33413q0	12.89
6/16/2025	6/14/2025 Amazon.Com*na8i09ty1	229.00
6/16/2025	6/15/2025 Vzwrllss*apocc Visb	445.69
6/16/2025	6/15/2025 Vzwrllss*apocc Visb	440.23
6/17/2025	6/15/2025 Hilton Baltimore	755.00
6/17/2025	6/15/2025 Hilton Baltimore	755.00
6/17/2025	6/15/2025 Hilton Baltimore	705.00
6/17/2025	6/16/2025 Schocks Safe And Lock Se	79.75
6/17/2025	6/16/2025 Vestis Services Llc	133.75
6/17/2025	6/16/2025 4imprint, Inc	8,668.66
6/17/2025	6/16/2025 Balco Uniform Co Inc	1,290.00
6/17/2025	6/16/2025 Balco Uniform Co Inc	(1,994.83)
6/17/2025	6/16/2025 Petro Serve Usa 083	50.00
6/17/2025	6/16/2025 Netflix.Com	24.99
6/17/2025	6/16/2025 Bwy*fbinaa Natl Office	250.00
6/17/2025	6/16/2025 Hach Company	933.00
6/17/2025	6/16/2025 Border States Industries	435.64
6/17/2025	6/16/2025 In *tri-N Propane	839.08
6/17/2025	6/16/2025 Amazon Mktpl	9.95
6/17/2025	6/16/2025 Amazon Mktpl	222.95
6/17/2025	6/17/2025 Uline	380.11
6/18/2025	6/16/2025 Menards Minot Nd	63.44
6/18/2025	6/16/2025 Napa Parts 0027632	59.38
6/18/2025	6/16/2025 Quilt Inn & Suites	345.60
6/18/2025	6/16/2025 Quilt Inn & Suites	345.60
6/18/2025	6/16/2025 Axon	669.00
6/18/2025	6/16/2025 Material Testing Services	961.80
6/18/2025	6/16/2025 Material Testing Services	2,315.25
6/18/2025	6/16/2025 Fedex	53.25
6/18/2025	6/16/2025 At&t Payment	229.80
6/18/2025	6/17/2025 Apwa - Pwx Registration	884.00
6/18/2025	6/17/2025 Gerdau Ameristeel Minot	911.13
6/18/2025	6/17/2025 Arrowhead Ace	15.18
6/18/2025	6/17/2025 Holiday Stations 0331	111.89
6/18/2025	6/17/2025 Arrowhead Ace	31.73
6/18/2025	6/17/2025 Gooseneck Implement	102.34
6/18/2025	6/17/2025 Cvs/Pharmacy #08611	73.59
6/18/2025	6/17/2025 Amazon Mktpl	39.49
6/18/2025	6/17/2025 Grainger	351.85
6/18/2025	6/17/2025 Nd Dept Of Envir Qual	50.00
6/18/2025	6/17/2025 Paymentus Corporation	1.25
6/18/2025	6/17/2025 Macs Minot, Nd	133.84

6/18/2025	6/17/2025 Amazon Mktpl	169.99
6/18/2025	6/17/2025 Amazon Mktpl	11.99
6/18/2025	6/18/2025 Nd Secretary Of State	36.00
6/19/2025	6/17/2025 Menards Minot Nd	11.49
6/19/2025	6/17/2025 Menards Minot Nd	49.76
6/19/2025	6/17/2025 Menards Minot Nd	49.15
6/19/2025	6/17/2025 Menards Minot Nd	33.92
6/19/2025	6/17/2025 Fedex	68.70
6/19/2025	6/17/2025 Menards Minot Nd	112.81
6/19/2025	6/18/2025 Acme Tools Minot	7.49
6/19/2025	6/18/2025 Automationdirect.Com	1,003.00
6/19/2025	6/18/2025 Grainger	403.28
6/19/2025	6/18/2025 Arrowhead Ace	6.99
6/19/2025	6/18/2025 Psvj *jpmc Fee	0.63
6/19/2025	6/18/2025 Ndstate Plumbing Board	25.00
6/19/2025	6/18/2025 Akc Ecommerce	32.00
6/19/2025	6/18/2025 Country Inn & Suites A	236.22
6/19/2025	6/18/2025 Country Inn & Suites A	236.22
6/19/2025	6/18/2025 Country Inn & Suites A	236.22
6/19/2025	6/18/2025 Sp Mtm Hydro Parts	24.55
6/19/2025	6/18/2025 Amazon Reta* No16x4cs1	27.45
6/19/2025	6/18/2025 Amazon Mark* No13r5v32	107.45
6/19/2025	6/18/2025 Macs Minot, Nd	93.89
6/19/2025	6/18/2025 Delta Air	432.96
6/19/2025	6/18/2025 Apwa - Pwx Registration	884.00
6/19/2025	6/18/2025 Column Public Notice	410.28
6/19/2025	6/18/2025 Gooseneck Implement	123.57
6/19/2025	6/18/2025 Column Public Notice	576.42
6/19/2025	6/18/2025 Classmarker.Com	198.00
6/19/2025	6/18/2025	1.98
6/19/2025	6/18/2025 Cdl School Online	59.99
6/19/2025	6/18/2025 Delta Air	362.97
6/19/2025	6/18/2025 Apwa - Pwx Registration	884.00
6/19/2025	6/18/2025 Allianz Travel Ins	30.31
6/19/2025	6/18/2025 Apwa - Pwx Registration	884.00
6/19/2025	6/18/2025 Heiman Fire Equipment	591.06
6/19/2025	6/18/2025 Ecolab Inc	182.29
6/19/2025	6/18/2025 Ecolab Inc	184.60
6/19/2025	6/18/2025 Ecolab Inc	257.50
6/19/2025	6/18/2025 Psvj *jpmc Fee	0.63
6/19/2025	6/18/2025 Factory Motor Parts (93)	100.28
6/19/2025	6/18/2025 Ndstate Plumbing Board	25.00
6/19/2025	6/18/2025 Harbor Freight Tools3246	11.98
6/19/2025	6/18/2025 North Country Mercantile	33.00

6/20/2025	5/16/2025 Bellagio - Front Desk	(41.02)
6/20/2025	6/18/2025 Officemax/Depot 6513	9.99
6/20/2025	6/18/2025 Military Names Llc	70.25
6/20/2025	6/18/2025 Caseys #3364	102.17
6/20/2025	6/18/2025 Rhi Supply Minot	15.14
6/20/2025	6/18/2025 Menards Minot Nd	54.07
6/20/2025	6/18/2025 Fedex	79.44
6/20/2025	6/18/2025 Delta	432.96
6/20/2025	6/18/2025 Minot Daily News	273.00
6/20/2025	6/19/2025 Dakota Agronomy Partners	113.10
6/20/2025	6/19/2025 Macs Minot, Nd	4.99
6/20/2025	6/19/2025 Government Finance Office	610.00
6/20/2025	6/19/2025 Macs Minot, Nd	20.27
6/20/2025	6/19/2025 Att	51.01
6/20/2025	6/19/2025 Nd	270.00
6/20/2025	6/19/2025 Intl Code Council Inc	45.00
6/23/2025	6/19/2025 Napa Parts 0027632	16.81
6/23/2025	6/19/2025 Cenex-Enerbase	366.30
6/23/2025	6/19/2025 Menards Minot Nd	151.11
6/23/2025	6/19/2025 Carquest Auto	144.50
6/23/2025	6/19/2025 Carquest Auto	27.04
6/23/2025	6/19/2025 Menards Minot Nd	47.68
6/23/2025	6/20/2025 Acme Tools Minot	163.99
6/23/2025	6/20/2025 Officemax/Depot 6513	183.98
6/23/2025	6/20/2025 Tst* Uncle Maddios - Mino	26.08
6/23/2025	6/20/2025 Ndsparade.Com	1.00
6/23/2025	6/20/2025 Menards Minot Nd	29.40
6/23/2025	6/20/2025 Rhi Supply Minot	21.58
6/23/2025	6/20/2025 Exxon Superpumper #32	27.99
6/23/2025	6/20/2025 Amazon Mark* No7kt3nq0	190.20
6/23/2025	6/20/2025 The Public Bored	200.00
6/23/2025	6/20/2025 Clarion Books And Video	716.00
6/23/2025	6/20/2025 Gooseneck Implement	(123.57)
6/23/2025	6/20/2025 Acme Tools Minot	183.66
6/23/2025	6/20/2025 Acme Tools Minot	741.00
6/23/2025	6/20/2025 Menards Minot Nd	19.92
6/23/2025	6/20/2025 Paymentus Corporation	(0.63)
6/23/2025	6/20/2025 Nd Dept Of Envir Qual	(25.00)
6/23/2025	6/20/2025 Oreilly 1537	19.99
6/23/2025	6/20/2025 Core & Main Nd002	4,028.15
6/23/2025	6/20/2025 Grainger	63.99
6/23/2025	6/20/2025 Grainger	78.06
6/23/2025	6/20/2025 Amazon Mktpl	322.49
6/23/2025	6/20/2025 United	35.00

6/23/2025	6/20/2025 United	436.57
6/23/2025	6/20/2025 United	35.00
6/23/2025	6/21/2025 Amazon Mktpl	45.98
6/23/2025	6/21/2025 Menards Minot Nd	30.91
6/23/2025	6/21/2025 Amazon Mktpl	32.47
6/23/2025	6/21/2025 Napa Parts 0027632	346.15
6/23/2025	6/21/2025 Amazon Mktpl	3.99
6/23/2025	6/21/2025 Monarch Cas Res Spa	153.38
6/23/2025	6/22/2025 Amazon Reta* Nq1809nn2	19.95
6/23/2025	6/22/2025 Amazon Mktpl	194.68
6/24/2025	6/23/2025 Lyft *ride Mon 4pm	35.34
6/24/2025	6/23/2025 Google *youtube Tv	82.99
6/24/2025	6/23/2025 Tpcb	300.00
6/24/2025	6/23/2025 Zoro Tools Inc	391.55
6/24/2025	6/23/2025 Tractor-Supply-Co #0130	43.96
6/24/2025	6/23/2025 Amazon Mktpl	22.12
6/24/2025	6/23/2025 Thehazmatguys.Com	194.97
6/24/2025	6/23/2025 Tractor-Supply-Co #0130	41.47
6/24/2025	6/23/2025 4imprint, Inc	466.95
6/25/2025	6/23/2025 180 East Ocean	16.00
6/25/2025	6/23/2025 Menards Minot Nd	8.38
6/25/2025	6/23/2025 Menards Minot Nd	7.49
6/25/2025	6/23/2025 Menards Minot Nd	17.99
6/25/2025	6/23/2025 Target 00017830	18.49
6/25/2025	6/23/2025 Menards Minot Nd	34.23
6/25/2025	6/24/2025 Minnesota Valley Testing	520.25
6/25/2025	6/24/2025 Amazon.Com*nq0dp9ci1	129.29
6/25/2025	6/24/2025 Acme Tools Minot	8.99
6/25/2025	6/24/2025 In *american Truck And Tr	42.25
6/25/2025	6/24/2025 Acme Tools Minot	247.67
6/25/2025	6/24/2025 Cdl School Online	69.99
6/25/2025	6/24/2025 Amazon Mktpl	59.95
6/25/2025	6/24/2025 Amazon Mark* No0kz7uw0	890.63
6/25/2025	6/24/2025 Amazon Reta* Nq54m05g2	18.15
6/25/2025	6/24/2025 Amazon Mktpl	17.34
6/25/2025	6/24/2025 Macs Minot, Nd	32.49
6/25/2025	6/24/2025 Pollardwater.Com #3325	47.47
6/25/2025	6/24/2025 Acme Tools Minot	119.00
6/25/2025	6/24/2025 Galls	2,218.98
6/25/2025	6/24/2025 Att	1,528.72
6/26/2025	6/24/2025 180 East Ocean	10.50
6/26/2025	6/24/2025 180 East Ocean	16.00
6/26/2025	6/24/2025 Fedex390322249451	10.00
6/26/2025	6/24/2025 United	1,072.34

6/26/2025	6/24/2025 Napa Parts 0027632	209.80
6/26/2025	6/24/2025 Menards Minot Nd	143.46
6/26/2025	6/24/2025 Bound Tree Medical Llc	242.98
6/26/2025	6/24/2025 Cenex Enerbase	12.00
6/26/2025	6/24/2025 West Oaks Animal Hospital	324.51
6/26/2025	6/24/2025 Enerbase #28	52.50
6/26/2025	6/24/2025 Menards Minot Nd	3.73
6/26/2025	6/25/2025 Tractor-Supply-Co #0130	115.98
6/26/2025	6/25/2025 Macs Minot, Nd	94.89
6/26/2025	6/25/2025 Acme Tools Minot	299.00
6/26/2025	6/25/2025 Minnesota Valley Testing	401.00
6/26/2025	6/25/2025 Qdoba 2710 Olo	41.41
6/26/2025	6/25/2025 Att	345.15
6/26/2025	6/25/2025 All American Trophies & S	9.00
6/26/2025	6/25/2025 Mowbray & Son Inc	458.17
6/26/2025	6/25/2025 Mowbray & Son Inc	1,068.44
6/26/2025	6/25/2025 Att	45.96
6/26/2025	6/25/2025 Amazon Mark* Nq1g10nu1	5.66
6/26/2025	6/25/2025 Amazon Mktpl	10.38
6/26/2025	6/25/2025 Pilot_00685	38.00
6/26/2025	6/25/2025 Amazon.Com*nq08o1fs0	471.59
6/26/2025	6/25/2025 Amazon Mktpl	39.85
6/26/2025	6/25/2025 Cenex-Dusterhoft Oil Inc	23.86
6/26/2025	6/25/2025 Att	193.94
6/26/2025	6/25/2025 Swanston Equip Minot	141.12
6/26/2025	6/25/2025 Team Electronics Inc	5.00
6/26/2025	6/25/2025 Att	323.15
6/26/2025	6/25/2025 Att	1,112.44
6/26/2025	6/25/2025 Grainger	517.87
6/26/2025	6/25/2025 At&t Payment	1,042.00
6/26/2025	6/25/2025 Att	45.96
6/26/2025	6/25/2025 Att	137.88
6/26/2025	6/25/2025 Wm Supercenter #1636	5.54
6/27/2025	6/25/2025 Canad Inns Gf Lodging	99.00
6/27/2025	6/25/2025 Canad Inns Gf Lodging	297.00
6/27/2025	6/25/2025 Canad Inns Gf Lodging	109.40
6/27/2025	6/25/2025 180 East Ocean	16.00
6/27/2025	6/25/2025 Rhi Supply Minot	215.02
6/27/2025	6/25/2025 Canad Inns Gf Lodging	297.00
6/27/2025	6/25/2025 Menards Minot Nd	46.65
6/27/2025	6/25/2025 Menards Minot Nd	94.73
6/27/2025	6/25/2025 Menards Minot Nd	22.96
6/27/2025	6/25/2025 Super 8 Motels	78.40
6/27/2025	6/25/2025 Canad Inns Gf Lodging	198.00

6/27/2025	6/25/2025 Material Testing Services	434.70
6/27/2025	6/25/2025 Napa Parts 0027632	41.24
6/27/2025	6/25/2025 Menards Minot Nd	52.36
6/27/2025	6/25/2025 Simonson Gas	37.24
6/27/2025	6/26/2025 Acme Tools Minot	177.96
6/27/2025	6/26/2025 Galls	231.69
6/27/2025	6/26/2025 Balco Uniform Co Inc	258.37
6/27/2025	6/26/2025 Balco Uniform Co Inc	165.27
6/27/2025	6/26/2025 Dacotah Paper Co	638.30
6/27/2025	6/26/2025 Delta Air	956.36
6/27/2025	6/26/2025 Harbor Freight Tools3246	32.95
6/27/2025	6/26/2025 Harbor Freight Tools3246	0.02
6/27/2025	6/26/2025 Amazon Mark* Nq62c0up2	20.99
6/27/2025	6/26/2025 Core & Main Nd002	508.24
6/27/2025	6/26/2025 Bp#1419500speedup 5	52.00
6/27/2025	6/26/2025 Eb *ndasro Summer Conf	125.00
6/27/2025	6/26/2025 Tractor-Supply-Co #0130	369.98
6/27/2025	6/26/2025 Tractor-Supply-Co #0130	397.73
6/30/2025	6/25/2025 Paypal	396.44
6/30/2025	6/25/2025	3.96
6/30/2025	6/26/2025 Menards Minot Nd	16.25
6/30/2025	6/26/2025 Menards Minot Nd	9.75
6/30/2025	6/26/2025 Rhi Supply Minot	196.97
6/30/2025	6/26/2025 Tractor-Supply-Co #0130	(9.99)
6/30/2025	6/26/2025 Main Street Books	21.95
6/30/2025	6/26/2025 Caseys #3009	48.00
6/30/2025	6/26/2025 Red Roof Inn 0938	(100.00)
6/30/2025	6/26/2025 Caseys #1086	56.00
6/30/2025	6/26/2025 Red Roof Inn 0938	162.72
6/30/2025	6/26/2025 Tractor-Supply-Co #0130	(397.73)
6/30/2025	6/26/2025 Everspring Inn & Suite	198.00
6/30/2025	6/26/2025 Thomas Scientific Holdin	91.40
6/30/2025	6/26/2025 Napa Parts 0027632	359.70
6/30/2025	6/26/2025 Amazon Mktpl	314.11
6/30/2025	6/26/2025 Menards Minot Nd	14.03
6/30/2025	6/27/2025 The Home Depot #3703	129.00
6/30/2025	6/27/2025 Northwest Tire #04 Minot	3,493.92
6/30/2025	6/27/2025 Carquest Auto	213.40
6/30/2025	6/27/2025 Alamo Rent-A-Car	465.97
6/30/2025	6/27/2025 Lyft *ride Fri 4am	30.64
6/30/2025	6/27/2025 Hilton Charlotte	1,101.80
6/30/2025	6/27/2025 Crowne Plaza Los Angeles	1,371.49
6/30/2025	6/27/2025 Crowne Plaza Los Angeles	1,481.49
6/30/2025	6/27/2025 Military Names Llc	23.00

6/30/2025	6/27/2025 Menards Minot Nd	15.18
6/30/2025	6/27/2025 Macs Minot, Nd	13.93
6/30/2025	6/27/2025 Netflix.Com	24.99
6/30/2025	6/27/2025 Hlu*huluplus	2.99
6/30/2025	6/27/2025 Amazon Mktpl	10.48
6/30/2025	6/27/2025 Amazon Mktpl	9.99
6/30/2025	6/27/2025 Hlu*huluplus	2.99
6/30/2025	6/27/2025 Amazon Reta* Nq6lp25y1	12.99
6/30/2025	6/27/2025 All Safe Industries	1,724.69
6/30/2025	6/27/2025 Menards Minot Nd	31.87
6/30/2025	6/27/2025 Menards Minot Nd	(50.33)
6/30/2025	6/27/2025 Menards Minot Nd	98.05
6/30/2025	6/27/2025 Nd State Board Of Acco	85.00
6/30/2025	6/27/2025 Sunoco 8000360702	57.00
6/30/2025	6/27/2025 Mile High Shooting Access	447.18
6/30/2025	6/27/2025 Menards Minot Nd	14.79
6/30/2025	6/27/2025 Galls	404.88
6/30/2025	6/27/2025 Thomas Scientific Holdin	185.90
6/30/2025	6/27/2025 Wal-Mart #1636	21.80
6/30/2025	6/28/2025 Amazon Mktpl	55.33
6/30/2025	6/28/2025 Amazon Mark* N36p28nx2	88.98
6/30/2025	6/28/2025 Fire Safety Usa Inc	2,541.35
6/30/2025	6/28/2025 Crunchyroll	11.99
6/30/2025	6/28/2025 Crunchyroll	11.99
6/30/2025	6/28/2025 Amazon Reta* Nq72s6m10	15.00
6/30/2025	6/28/2025 Amazon Reta* Nq7hk5b11	44.59
6/30/2025	6/28/2025 Amazon Reta* Nq1oz3qi1	560.81
6/30/2025	6/28/2025 Fedex	23.09
6/30/2025	6/29/2025 Amazon.Com*n34sk3th2	338.44
6/30/2025	6/29/2025 Amazon Mark* Nq9kr7qo0	582.58
6/30/2025	6/29/2025 Amazon Reta* Nq0i996b0	330.14
6/30/2025	6/29/2025 Amazon Mark* Nq3sb5so0	79.57
6/30/2025	6/29/2025 Amazon Mktpl	58.20

206,894.03



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: July 7, 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 5, 2025, through June 30, 2026, at the following locations:

Minot Lodge No 822 Loyal Order of the Moose

Minot Lodge No 822 Loyal Order of the Moose (400 9th St SW)

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:

DATE: July 7, 2025

SUBJECT: MAYORAL APPOINTMENTS

I. RECOMMENDED ACTION

It is recommended City Council approve the following Mayoral Appointment:

- **Kate Rock to replace Lindsay Ulrickson on the Library Board, with a term to expire in July 2028.**

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

Place information here about the issues/project and why it is important that we address them. Make it brief but informative. You can add additional sections to this area such as:

B. Proposed Project

Place information about the proposed project and what the goals and objectives of the project are. Why is it important to do this project? What does the project get or do for us?

C. Recommendation Detail

State how you went about identifying the recommended action for City Council. Discuss with council if the selection, bidding, or purchasing process. Inform City Council of the time constraints.

IV. IMPACT

A. Aspirations

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

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

Place the name of the account or line item

VI. ALTERNATIVES

State the alternatives to this project. The alternatives need to be viable options and there should be at least two: one would be some other approach and what the results of that alternative would be and the second would be not to do the project and what the result would be.



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: July 7, 2025

SUBJECT: SALT STORAGE BUILDING - FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$22,708.50 for the completion of the Salt and Sand Storage building.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The current salt and sand storage structure is a metal structure that is degrading from the effects of salt storage. It is showing signs of significant rusting from within the structure. The structure is currently limited to roughly 500 to 600 tons of salt and sand storage without shifting of the material. Shifting has caused structural damage in the past. The Street Department routinely orders salt prior to snow events to pretreat roads to assist with heavier snow and ice control equipment usage. It is standard to order salt multiple times throughout the season due to our building structure capacity limitations. Additionally, ordering and receiving salt can be difficult during the snow season when there is an increase in the frequency of snow storms and less downtime between them. Having the ability to order larger quantities at one time (due to a larger storage capacity) will potentially aid in bulk quantity pricing while reducing the frequency of orders during the snow season.

The salt storage building bid selection was previously approved at the September 3rd City Council Meeting. The project began in mid-November, but was not completed until June 2025 due to unforeseen weather conditions preventing building permit certification. This agenda item is for final payment of the 10% retainage held back until project completion in accordance with N.D.C.C 48-01.2-13 - Payments.

B. Proposed Project

The new salt and sand structure is a three-sided, rectangular-shaped, open-ended structure that has 1900 tons of salt and sand capacity. It is a fabric

structure built to withstand 105 mph wind speeds. The structure itself is a 65ft x 85ft building with furnished interior pre-cast bunker panels to assist and limit shifting of salt and sand.

C. Recommendation Detail

Based on completion criteria outlined within the contract agreement and the requirements outlined in N.D.C.C. 48-01.2-13, final payment of the 10% retainage is the final item remaining to fully close out the effort.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

Availability of a greater capacity salt storage building that can withstand the elements while also limiting structural degradation due to salt will prevent salt/sand spreading work stoppages during standard seasonal snow events.

C. Fiscal Impact

Project Costs

Contractors Total Cost: \$227,085.00

Pay App #1 Foundation: \$68,860 (retainage: \$6,886.00)

Pay App #2 Bunker Panels: \$68,250.00 (retainage: \$6,825.00)

Pay App #3 Building Materials: \$59,325.00 (retainage: \$5,925.50)

Pay App #4 Installation Labor: \$30,650.00 (retainage: \$3,065.00)

Total Retainage: \$22,708.50

Project Funding

Line Item: 42040000 57300 - Buildings: Salt Storage Building - \$240,000

VI. ALTERNATIVES

N/A

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between the City of Minot (Owner) and Greystone Construction (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **Salt Storage Building** which consists of the design and construction for a permanent rectangular shape tension membrane covered truss type building. The structure shall meet or exceed the performance criteria stipulated in the specification for bid.
 - 2. The Site of the Work shall be at the Public Works location 1025 31st St. SE, Minot, North Dakota 58701.

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Owner will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or

furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Performance bond.
3. Payment bond.
4. Drawings as listed on the Drawing Sheet Index (Supplied by Contractor).
5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942).

ARTICLE 3—PROJECT ENGINEER (PW OPS DIR)

3.01 Project Engineer (Project Manager – PW Ops Dir)

A. The Project Engineer for this Project is the City of Minot Public Works Operations Department.

ARTICLE 4—CONTRACT TIMES

4.01 Contract Times

A. The Work shall be substantially complete within 120 days after the Effective Date of the Notice to Proceed (September 13, 2024) and ready for final payment once completion is determined by Owner.

4.02 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or

interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Project Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Project Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Project Engineer each month.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the amount that was submitted in the Greystone Construction bid, subject to adjustment under the Contract: \$227,085.00

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

- b. *Commercial General Liability*

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<i>Automobile Liability</i> Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

c. *Excess or Umbrella Liability*

Per Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- D. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- E. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and

automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

- F. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other

contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Project Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Project Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Project Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations

that the shop drawing or sample may have from the requirements of the Contract Documents.

- D. Project Engineer will provide timely review of submittals. Project Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Project Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Project Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Project Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Project Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner. Additional warranties listed in the bid specification shall be adhered to for the duration stipulated.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Project Engineer's Status*

- A. Project Engineer will be Owner's representative during construction.
- B. Neither Project Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Project Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Project Engineer or those appointed will make visits to the Site at intervals appropriate to the various stages of construction. Project Engineer or those appointed will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Project Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Project Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Project Engineer's decision, subject to the need for Project Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Project Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Project Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Project Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Project Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Project Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Project Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Project Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Engineer, Contractor shall, if requested by Project Engineer, uncover such work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the work is not defective.
- B. Project Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Project Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress/Lump Sum Payments*

- A. Lump sum items will be broken into units that allow for measurement of Work in progress.

14.02 *Retainage*

- A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

14.03 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Project Engineer will either recommend payment and present the application for payment to Owner or return the application for payment to Contractor indicating Project Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Project Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Project Engineer, are necessary to protect Owner from loss because the work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.04 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.05 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Project Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Project Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Project Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Project Engineer does not consider the Work substantially complete, Project Engineer will notify Contractor and Owner of the reasons for Project Engineer's decision.
- C. If Project Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Project Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.06 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Project Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.07 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.08 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Project Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Project Engineer, or Contractor, such notice must be in writing, and delivered in person (by

commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Project Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the laws of North Dakota, and any legal action to interpret the Contract shall be filed in a District Court located in Ward County, North Dakota.

The Effective Date of the Contract is September 3, 2024.

Owner:

City of Minot
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Thomas Ross
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

PO Box 5006

Minot, ND 58702-5006

Designated Representative:

Name: Ben Cofell
(typed or printed)

Title: Project Civil Engineer
(typed or printed)

Address:

PO Box 5006

Minot, ND 58702-5006

Phone: 701-857-4140

Email: Ben.cofell@minotnd.gov
(Agreement.)

Contractor:

Greystone Construction Co.
(typed or printed name of organization)

By: Gordie Schmitz
(individual's signature)

Date: 9-23-24
(date signed)

Name: Gordie Schmitz
(typed or printed)

Title: President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Gary Grabeck
(individual's signature)

Title: Gary Grabeck
(typed or printed)

Address for giving notices:

2995 WINNERS CIRCLE DRIVE STE 200
SHAKOPEE, MN 55379

Designated Representative:

Name: Adam Hekensiefken
(typed or printed)

Title: _____
(typed or printed)

Address:

2995 WINNERS CIRCLE DRIVE SUITE 200
SHAKOPEE, MN 55379

Phone: 218-838-7382

Email: adam.h@greystoneconstruction.com

License No.: _____
(where applicable)

State: _____

CONTRACTORS APPLICATION FOR PAYMENT

DATE 10/7/2024 PERIOD ENDING 10/31/2024

PROJECT NUMBER FS24-4790

PROJECT DESCRIPTION Minot ND Salt Shed

APPLICATION NUMBER 1

CONTRACTOR Greystone Construction

Greystone Construction Company
2995 Winners Circle Drive Ste. 200
Shakopee, MN 55379
952-496-2227

GCC OFFICE USE		APPROVAL	
VIN #		INVOICE #	
INVOICE DATE		PAYMENT DATE	
JOB #	PHASE	CODE	TYPE S

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS THIS PERIOD (ATTACH INVOICES)	TOTAL COMPLETED & STORED TO DATE	
			PREVIOUS APPLICATIONS	THIS APPLICATION			%
1	Foundations	68,860.00				-	0.0%
2	Bunker Panels	68,250.00				-	0.0%
3	Building Materials	59,325.00				-	0.0%
4	Installation Labor	30,650.00				-	0.0%
5						-	0.0%
6	Tax Exempt					-	0.0%
7						-	0.0%
8						-	0.0%
9						-	0.0%
10						-	0.0%
11						-	0.0%
12						-	0.0%
13						-	0.0%
14						-	0.0%
15						-	0.0%
16						-	0.0%
17						-	0.0%
18						-	0.0%
19						-	0.0%
29						-	0.0%
TOTALS		227,085.00	-	-	-	-	0.0%

	TOTAL TO DATE	PREVIOUS APPLICATIONS	THIS APPLICATION
TOTAL COMPLETED AND STORED TO DATE	-	-	-
VALUE OF STORED MATERIALS	-	-	-
TOTAL	-	-	-



INVOICE

Invoice No.: 33240
Invoice Date: 06/18/2025

To:

City of Minot, ND
PO Box 5006
Minot, ND 58701-5006

Job Location:

FS24-4790
Minot ND Salt Shed
1025 31st St SE
Minot, ND 58701

Description	Amount
Retainage	22,708.50

Amount Billed	0.00
Retainage Held	0.00
Amount Due	22,708.50

CONTRACTORS APPLICATION FOR PAYMENT

DATE 6/10/2025 PERIOD ENDING 6/30/2025

Greystone Construction Company
2995 Winners Circle Drive Ste. 200
Shakopee, MN 55379
952-496-2227

PROJECT NUMBER FS24-4790

PROJECT DESCRIPTION Minot ND Salt Shed

APPLICATION NUMBER 5 (retainage)

CONTRACTOR Greystone Construction

GCC OFFICE USE		APPROVAL	
VIN #	INVOICE #		
INVOICE DATE		PAYMENT DATE	
JOB #	PHASE	CODE	TYPE S

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS THIS PERIOD (ATTACH INVOICES)	10% RETAINAGE	TOTAL COMPLETED & STORED TO DATE	
			PREVIOUS APPLICATIONS	THIS APPLICATION				%
1	Foundations	68,860.00	68,860.00	6,886.00		-	68,860.00	100.0%
2	Bunker Panels	68,250.00	68,250.00	6,825.00		-	68,250.00	100.0%
3	Building Materials	59,325.00	59,325.00	5,932.50		-	59,325.00	100.0%
4	Installation Labor	30,650.00	30,650.00	3,065.00		-	30,650.00	100.0%
5						-	-	0.0%
6	Tax Exempt					-	-	0.0%
7						-	-	0.0%
8						-	-	0.0%
9						-	-	0.0%
10						-	-	0.0%
11						-	-	0.0%
12						-	-	0.0%
13						-	-	0.0%
14						-	-	0.0%
15						-	-	0.0%
16						-	-	0.0%
17						-	-	0.0%
18						-	-	0.0%
19						-	-	0.0%
29						-	-	0.0%
TOTALS		227,085.00	227,085.00	22,708.50	-	-	227,085.00	100.0%

TOTAL COMPLETED AND STORED TO DATE	TOTAL TO DATE	PREVIOUS APPLICATIONS	THIS APPLICATION
	227,085.00	227,085.00	22,708.50
VALUE OF STORED MATERIALS	-		-
TOTAL	227,085.00	227,085.00	22,708.50



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: July 7, 2025

**SUBJECT: UPDATED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CITIZEN PARTICIPATION PLAN**

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the updated version of the Citizen Participation Plan.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot has designed a community-wide Citizen Participation Plan (CPP) to provide and encourage citizen participation in the Community Development Block Grant (CDBG) program. This plan has been developed to comply with federal regulations and requirements, including applicable waivers and alternative requirements.

The plan sets forth policies and procedures designed to maximize community involvement in the CDBG process. Attempts will be made to reach all citizens, with special emphasis placed on encouraging participation by people of low to moderate incomes, local and regional institutions (businesses, non-profits, etc), public and assisted housing residents.of areas where community development funds have been or are proposed to be used. Citizens are encouraged to participate in all phases of the CDBG process.

B. Proposed Project

Periodic updates are made to the document to ensure compliance with federal regulations. The Action Plan section was updated to reflect Entitlement Action Plan procedures.

C. Recommendation Detail

Staff recommend Council authorize the Mayor to sign the updated version of the Citizen Participation Plan.

IV. IMPACT

A. Aspirations

Excellent and Connected. Staying connected and allowing residents to offer comments and suggestions of the CDBG process and activities.

B. Service/Delivery Impact:

Updating this document on a regular basis allows residents to reach out to the correct staff member for assistance. It also provides them information and guidance on how the Citizen Participation Plan operates.

C. Fiscal Impact

There is no fiscal impact to updating the Citizen Participation Plan. Being compliant with federal regulations will allow the City to continue to receive annual allocations to develop activities for low to moderate income residents.

VI. ALTERNATIVES

Not authorizing the updates to the policy may impact future funding by not having updated policies and procedures.



CITIZEN PARTICIPATION PLAN

Community Development Block Grant (CDBG)

Disaster Recovery (DR) National Disaster Resilience (NDR) Entitlement (CDBG) Allocation #1

Prepared for:

**City of Minot
P.O. Box 5006
10 3rd Avenue SW
Minot, ND 58702-5006
(701)857-4784**

Prepared by:

City of Minot



Revised June 2025

CITIZEN PARTICIPATION PLAN

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SECTION 1. INTRODUCTION

The City of Minot has received Federal funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Disaster Recovery (CDBG-DR) and National Disaster Relief competition (NDR). The City of Minot is also classified as an Entitlement Community, meaning it will receive an annual allocation from the Community Development Block Grant program (CDBG). The City then distributes this funding throughout the Minot community. As a recipient of these federal funds, the City is required to adopt, publish, and follow a Citizen Participation Plan (CPP) for all programs.

The City of Minot has designed this community-wide Citizen Participation Plan (CPP) to provide for and encourage citizen participation in Federally funded programs. This plan is an essential element of the City of Minot's present and future community development process and has been developed to comply with federal regulations and requirements, including applicable waivers and alternative requirements. Federally funded programs are administered by the City of Minot.

The City may also explore alternative public involvement techniques to encourage and measure citizen participation in a shared vision for change in communities and neighborhoods. These alternative techniques could involve focus groups, use of the Internet, or others.

The primary goal of this CPP is to provide all citizens of the community with an opportunity to participate in the planning, implementation, and assessment of the programs. The plan sets forth policies and procedures for citizen participation which are designed to maximize involvement in the community development process. Attempts will be made to reach all citizens, with special emphasis placed on encouraging participation by persons of low to moderate incomes, local and regional institutions (businesses, developers, non-profits, etc.), public and assisted housing residents, and residents of areas where community development funds have been or are proposed to be used.

Citizens are encouraged to participate in all phases of the program process and will be provided full access to program information. However, final responsibility and authority for the development and implementation of programs lies with the City.

SECTION 2. SCOPE OF PARTICIPATION

As part of the plan requirements and to maximize citizen interaction, the City of Minot shall:

1. Provide citizens with reasonable and timely access to local meetings, information and records relating to the City's proposed method of distribution.
2. Provide public hearings to gather citizen viewpoints and respond to questions during the community development program.
 - a. Topics such as proposed activities, action plan amendments, and performance review may be addressed.
 - b. Hearings will be held after adequate notice (seven calendar days) in the official newspaper, at times and locations convenient to potential beneficiaries - with accommodations for disabled persons.
3. Provide a period for citizen comment following meetings and document publication.
4. Provide for and encourage citizen participation with particular emphasis on persons of low to moderate income who are residents of slum or blighted areas, and residents of areas where funds are proposed to be used - including minorities and non-English speaking persons, as well as persons with disabilities.
5. Provide technical assistance to groups representative of persons noted above, that request such assistance in developing proposals.
6. When needed, incorporate the City of Minot Limited English Proficiency Plan to address communication services for non-English speaking residents at public hearings.
7. Provide a written procedure which will accommodate a timely written response, within fifteen days, where able, to written complaints and grievances.
8. Encourage the participation of citywide institutions and other organizations, including businesses, developers, residents of public and assisted housing developments, and community and faith-based organizations, involved with or affected by programs or activities covered within the Federally funded programs process.
9. Written minutes of the hearings will be maintained by the City Clerk's Office.

SECTION 3. PUBLIC HEARINGS, ACTION PLANS, AND AMENDMENTS

This Citizen Participation Plan (CPP) establishes public hearings as the primary mechanism for involving citizens in the community development and other City projects, along with potential changes to those applications/action plans. The city's disaster recovery website plays a key role as well, and is discussed later in this document. Citizen participation will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low- and moderate-income persons and residents of areas where funded activities are proposed or on-going.

Public hearings are held to allow citizens to voice opinions and offer proposals concerning the development, progress, and performance of the programs. A public hearing notice shall be published in the official newspaper and on the city website no less than seven days prior to the hearing date. Citizen comments will be addressed to the best extent possible by city officials and

consultants at the hearing, proceedings will be transcribed in the meeting minutes, and follow-up actions will be scheduled as needed with appropriate city agencies to resolve citizen comments or concerns. Citizens may also express comments and views concerning the community development process or any specific project(s) to the City Council of Minot at any regularly scheduled meeting held the first and third Monday of each month at 5:30pm in City Hall.

The City of Minot may review multiple project funding request(s) at one hearing when more than one amendment to the action plan is to be submitted during the same fiscal year. Each such hearing shall be held prior to the City Council of Minot approval.

3.1 Public Hearing Topics (any specific guidelines)

Since there are several public laws covering HUD funding usage, there are multiple mandatory requirements. HUD funded grants awarded prior to June 9, 2014 have no public hearing requirement. Awards following June 9, 2014 (including NDR) require one public hearing prior to substantial amendment submission - *however*, HUD funded grants awarded after Oct 21, 2014 that seek substantial amendment (only) due to the \$1 million threshold are not subject to the meeting requirement.

Application/Action Plan

Since all current applications have been submitted and accepted, no further public hearings will be conducted regarding grant applications until a new opportunity arises. At that point, new grant requirements will be published in the Federal Register and the CPP will be tailored accordingly.

The City of Minot is required to submit an Annual Action Plan for Entitlement funding. The Action Plan outlines the project/activities the City will undertake during the fiscal year. Part of the Action Plan is to have public meetings, which allow the public and stakeholders to identify areas which may be eligible for funding.

CDBG Entitlement plans require a 30-day comment period. During this time period, residents can provide comments regarding the proposed plan. After the 30-day comment period, a Public Hearing will be held during Council sessions allowing additional comments to be made. City Council will provide authorization for any Action Plans developed.

Amendments

Action Plans may need to be changed during the course of a grant agreement. Those changes are categorized as substantial or non-substantial, and only substantial amendments follow the public hearing requirements outlined above (one or none).

- *CDBG-DR substantial amendments are defined as:* a change in program benefit or eligibility criteria; the allocation or re-allocation of more than \$1 million; or the addition or deletion of an activity.

City of Minot, ND

- *NDR substantial amendments are defined as:* any change to the funded portions of Phase 1 or Phase 2 application that would result in a change of more than 5 points in the score for Capacity or Soundness of Approach factors; any change to the Most Impacted and Distressed target area(s); any change in program benefit, beneficiaries or eligibility criteria; the allocation or reallocation of more than \$1 million; or the addition/deletion of an eligible activity.

- *CDBG substantial amendments are defined as:* a change in program benefit or eligibility criteria; or the addition or deletion of an activity as defined in the Consolidated Plan

- Amendments to the action plan that do not fall within the definitions above are considered non-substantial amendments and no public hearing is required; however, an effective date of five business days following amendment submission to HUD shall be established.

These public hearings are intended to provide citizens and other interested parties a reasonable opportunity to examine the proposed amendment's contents, and afford an opportunity to make comments/ask questions.

For NDR grant only, concurrently with the public meeting, the city shall publish the proposed substantial amendment, including a section that identifies exactly what content is being added, deleted, or changed, and whether the city believes the change would affect the (HUD NDR competition) scoring under the rating factors, and thus, potentially trigger a substantial amendment; a chart or table that clearly illustrates where funds are coming from and to where they are moving; and a revised budget allocation table that reflects the entirety of all funds, as amended.

Notice of hearings will be made via the official newspaper at least seven calendar days prior to the event, and also on the city's CDBG website. The notice shall inform citizens of:

- a. Proposed submission date for the substantial amendment
- b. Topic of proposed substantial amendment
- c. Location(s) where proposed substantial amendment details can be viewed or obtained

Those unable to attend will have reasonable access to the proposed amendment via the city website, and an appropriate period for comment following the hearing date.

3.2 Additional Hearings

Other public hearings may be held, as deemed necessary, by the City of Minot in order to inform citizens of community development or resilience project(s) and activities, and to solicit citizen opinions and comments.

3.3 Public Hearing Times and Locations

Hearings will be held at times and locations convenient to potential or actual beneficiaries, with accommodations made for individuals identified with disabilities and non-English speakers.

City of Minot, ND

Hearings will normally be held at the City Hall – Council Chambers- **Main Floor, 10 3rd Ave SW, Minot, ND 58701** because this site is centrally located and generally accessible to all citizens, including persons with disabilities. However, the city has the option to hold hearings at alternate locations, which shall be specified in the public hearing notice(s).

3.4 Accessibility to Persons with Disabilities and Non-English Speaking Individuals

The City of Minot has followed HUD’s regulations to determine reasonable actions to facilitate participation of persons with disabilities and non-English speaking individuals. The City’s Limited English Proficiency Plan outlines the communication plan, and disability consideration is incorporated into event planning. Local officials will undertake reasonable actions necessary to allow such persons to participate in the community development process.

Requests for disability accommodations must be made *five days prior to any public meeting*. Non-English-speaking persons, individuals with disabilities, those needing sign language services, or others who require auxiliary aids or services necessary for participation may contact the City Manager Executive Secretary, at PO Box 5006, Minot, ND 58702-5006; (701) 857-4750. Alternatively, they may access the State of North Dakota assistance at the following numbers:

800-366-6888 or 711:TTY
800-435-8590 or 711: Spanish
800-366-6889 or 711: Voice
877-366-3709:900 Services
877-366-3709:Speech to Speech

Sprint-Relay
CapTel

3.5 Public Hearing Notice

Notice of public hearings will be published in the *Minot Daily News*, the official newspaper, and at <http://cdbg.minotnd.org> at least seven days prior to the hearing date. Each hearing notice shall typically include the time, date, place, and topics/procedures to be discussed. Notices for public hearings may be run or posted, separately or together, as may be deemed necessary by the Mayor of the City of Minot.

3.6 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low- and moderate-income citizens, as well as residents of blighted neighborhoods and other project areas.

Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons, if there is concern these citizens may otherwise be excluded.

Activities to promote additional participation may include: posting of notices in places frequented by low and moderate income persons. The city may also hold public hearings in low-

and moderate-income neighborhoods or areas of existing or proposed project activities for Federally funding projects.

SECTION 4. WEBSITE/ALTERNATE ACCESSIBILITY

The City of Minot has a dedicated website at <http://cdbg.minotnd.org> used to promote understanding and make materials available to the public, relating to grants. Action Plans, Substantial Amendments, and Performance Reports, along with other useful information will be posted there. Notifications to citizens regarding public hearings, and means to receive public comments will be displayed prominently.

For ease of understanding, every amendment (substantial or not) to an Action Plan (CDBG-DR, NDR or CDBG) will be sequentially numbered and posted to the website.

Materials available on the website shall also be made available upon request for timely access, in an accessible format to persons with disabilities and/or Limited English proficiency.

SECTION 5. COMMENTARY PERIODS

Following a public hearing and/or publication of a proposed action plan/substantial amendment to the website, in all cases there is a period for public review and commentary before the proposal becomes final. Due to several applicable laws, the periods vary depending on grant award date. If the CDBG-DR grant was awarded before June 9, 2014, the public comment period is seven days following the hearing/website publication date. CDBG-DR grants awarded after June 9, 2014 must have 30 days for public comment - *however*, CDBG-DR grants awarded after Oct 21, 2014 that seek substantial amendment (only) due to the \$1 million threshold are only required a seven day comment period. All NDR/CDBG grant substantial amendment proposals shall have a 15-day comment period following the public meeting/website publication date.

Comments will be directed to the Public Information Officer for aggregation. Citizen comments or views received in writing (and/or orally at public hearings) will be considered by the city before a final determination is made. They will then be summarized by topic, any city response(s) noted, and submitted with the proposed Action Plan or Substantial Amendment for approval by the city council. *NDR and CDBG substantial amendments also require a listing of commenters by name or organization.* If approved, the package will be forwarded with a transmittal letter signed by the Mayor, to the US Department of Housing and Urban Development for review.

SECTION 6. CITIZEN PARTICIPATION CONTACT PERSON

The Mayor of the City of Minot has designated the Public Information Officer to serve as the contact person for all matters concerning citizen participation activities. This individual shall be responsible for overseeing citizen participation throughout the community development/resilience project process, and implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this plan.

City of Minot, ND

The specific duties and responsibilities of the Public Information Officer relating to grants shall include, but not necessarily be limited to:

1. Disseminating information concerning proposed projects and status of current project activities;
2. Acting as liaison for various groups which may be participating in the community development process;
3. Receiving written comments;
4. Serving as a liaison by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and,
5. Monitoring the citizen participation process and proposing modifications as needed.

The Public Information Officer may be contacted at (701) 857-4727 during regular business hours. All questions concerning citizen participation should be addressed to:

***Attention: Public Information Officer
City of Minot
PO Box 5006
Minot, ND 58702-5006***

Information from the city's project files shall be made available for examination and duplication, on request, during regular business hours. Federally funded program information and materials concerning specific projects will be available and distributed at public hearings as outlined in this plan. Furthermore, information concerning any projects will be available at regularly scheduled City Council meetings where the program is discussed.

SECTION 7. CITIZEN PARTICIPATION PLAN AMENDMENTS

The City of Minot may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan (CPP). Changes are primarily driven by regulatory requirements and are mandatory. However, performance or effectiveness concerns by citizens may be discussed at public hearings held in conjunction with the disaster recovery/resilience program, or submitted online. The most current version of the CPP will always be available for review on the City's website.

SECTION 8. TECHNICAL ASSISTANCE

The staff of the City of Minot and any consultant hired by the City in this capacity shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, residents of blighted neighborhoods and minorities, as may be required to adequately provide for citizen participation in the planning implementation and assessment of programs. Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that

City of Minot, ND

such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of the program requirements.

Technical assistance shall be provided on request and may include, but not necessarily limited to:

1. Interpreting the funded programs, their rules, regulations, procedures and/or requirements;
2. Providing information and/or materials concerning the funded program; and,
3. Assisting low and moderate income citizens, and any individual requiring extra assistance, to develop statements of views, identify their needs, and develop activities and proposals for projects which, when implemented, will resolve those needs

Technical assistance may be obtained by contacting the Public Information Officer.

SECTION 9. PROGRAM INFORMATION

Citizens will be provided full access to the program information during all phases of projects. City of Minot officials shall make reasonable efforts to ensure program information availability to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or project areas via posting on the City of Minot CDBG website.

To facilitate citizen access to program information, the Public Information Officer will be a focal point for all document-related requests of files located at:

***City of Minot
10 3rd Ave SW
Minot, ND 58701
(701) 857-4727***

Information from the city's project files shall be made available for examination and duplication, on request, during regular business hours. HUD funded program information, along with materials concerning specific projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this plan. Additionally, information concerning a specific project will be available at regularly scheduled council meetings where the program is discussed.

Materials to be made available for comment shall include, but are not necessarily limited to, the Citizen Participation Plan, records of public hearings, mailing and promotional materials, prior program applications, letters of approval, grant agreements, the environmental review records, financial and procurement records, project design and construction specification, labor standards materials, performance and evaluation reports, other reports required by HUD, proposed and approved program application(s) for the current year or project, written comments or complaints received concerning the community development/resilience program, written responses from the City of Minot, and copies of the applicable federal and state rules, regulations, policies, requirements and procedures governing the appropriate program.

In no case shall the City of Minot disclose any information concerning personally identifiable information of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the City of Minot shall not disclose any information which may, in the opinion of the Mayor, be deemed of a confidential nature.

SECTION 10. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process.

Citizens are encouraged to submit their views and proposals on all aspects of community development and/or resilience programs at the public hearings. However, to ensure citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the City of Minot.

Additionally, citizens are encouraged to comment on this Citizen Participation Plan and/or any substantial amendments to it. Comments may be brought to a public hearing or sent directly to the City of Minot using contact information below.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for HUD funds, or implementation of any program, should submit such comments or objections in writing to the Public Information Officer. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered, then the aggrieved may appeal his/her case to higher authority such as the City Manager, Mayor, and/or City Council.

***City of Minot
Citizen Participation Plan Coordinator
PO Box 5006
Minot, ND 58702***

The Public Information Officer shall make every effort to provide written responses to citizen proposals or complaints within fifteen working days of receipt, if possible.

Citizens may, at any time, contact the Mayor or City Council directly to register comments, objections or complaints concerning the City of Minot programs. Citizens are encouraged, however, to attempt to resolve any complaints at the City Manager's office, as outlined above, prior to contacting the Mayor or City Council.

All comments or complaints submitted to the Mayor, City Council, and/or HUD shall be addressed in writing to:

City of Minot, ND

*City of Minot
Office of the Mayor
PO Box 5006
Minot, ND 58702*

Records of all comments, objections and/or complaints by citizens concerning the City of Minot programs, and subsequent action taken in response to those comments, shall be maintained on file at the Clerk's Office, City of Minot, 10 3rd Avenue SW, Minot, ND 58701, and shall be made available for public inspection upon request.

SECTION 11. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City of Minot in the development, implementation and execution of any Community Development Block Grant program.

APPROVED this the _____ day of _____, 20__.

(Chief Elected Official)



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: July 7, 2025

**SUBJECT: NORTHWEST AREA WATER SUPPLY (NAWS) PROJECT WATER
SUPPLY AND TREATMENT AGREEMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the NAWS Supply and Treatment Agreement and authorize the Mayor to sign on behalf of the city.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot and the ND State Water Commission have been operating under an interim agreement to provide water to the NAWS system. Under that agreement, the City of Minot is responsible to supply and treat its groundwater sources until water from Lake Sakakawea is available to the project. With some of the final pieces projected to be completed in late 2025 and water becoming available from the lake for treatment staff and DWR have been working through the details for a supply and treatment agreement.

B. Proposed Project

The completion of the raw water system for NAWS will change the relationship between the City and North Dakota Department of Water Resources (DWR), thus the need for a formal agreement. Once lake water is available, the DWR will be responsible for that portion of raw water supply and the City of Minot will be responsible for supplying the remaining groundwater and all treatment. The agreement establishes which meters will be used to determine quantities of water for billing purposes.

C. Recommendation Detail

This agreement will formalize how water is delivered to the NAWS project and how each entity pays and bills for its services.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

This agreement is one of the final pieces to be put in place prior to lake water arriving. It helps formalize roles for supplying and treating water for the NAWS system.

C. Fiscal Impact

Project Costs

The City will be charged on a monthly basis for raw lake water.

Project Funding

This expense is budgeted in the Water Treatment Plant budget.

VI. ALTERNATIVES

N/A

**NORTHWEST AREA WATER SUPPLY PROJECT
WATER SUPPLY AND TREATMENT AGREEMENT**

This Agreement is between the state of North Dakota, acting by and through the State Water Commission, and the City of Minot, North Dakota.

DEFINITIONS

City means the city of Minot, North Dakota, acting by and through its Mayor and City Council.

Commission means the North Dakota State Water Commission, acting by and through its Secretary.

DWR means the Department of Water Resources.

Ground Water Supply Rate means the estimate of cost per thousand gallons for delivering the Ground Water to the Plant. Ground Water Supply Rate will be determined by the City and it will be remitted to the City.

Ground Water means water supplied to the Plant from the Sundre well fields and the Minot well fields by the City.

Lake Supply Rate means the estimate of cost per thousand gallons for delivering the Lake Water to the Plant. Lake Supply Rate will be determined by DWR and it will be remitted to DWR.

Lake Water means water supplied to the Plant from the Snake Creek Pumping Plant after treatment through the Biota Water Treatment Plant located at Max, ND by the Commission.

Plant means the water treatment plant used by the City to treat its potable water at the time of the execution of this Agreement.

Project means the Northwest Area Water Supply Project defined in North Dakota Century Code Chapter 61-24.6.

Project Users are the communities and other entities to whom the Project supplies water including the City of Minot.

Safe Drinking Water Act means the North Dakota Safe Drinking Water Act, as codified in North Dakota Century Code chapter 61-28.1, and rules and standards adopted under its authority.

Treated Water means water which has been rendered potable in accordance with the Safe Drinking Water Act, and rules and standards adopted under its authority.

Treatment Rate means the estimate of cost per thousand gallons for treating the Lake Water and Ground Water supplied to the Plant. Treatment Rate will be determined by the City and it will be remitted to the City.

Water Treatment means the process of rendering water potable in accordance with the Safe Drinking Water Act, and rules and standards adopted under its authority.

PURPOSE

The purpose of this Agreement is for the City to provide for Water Treatment for the Project. The Commission will supply Lake Water to the City and the City through this Agreement will treat the Lake Water. In accordance with the Record of Decision signed in 2015 for the Project, water needs will be met by both Lake Water and Ground Water. The City will supply the Ground Water to the Plant.

FLOW MEASUREMENT LOCATIONS

The Lake Water, Ground Water, and Treated Water flow measurement locations are shown in the schematic labelled “NAWS Flow Measurement Locations” and included as Attachment A.

TERMS

1. This contract shall become effective upon the Lake Water delivery to the Plant. It shall remain effective until it is terminated under the provisions herein.
2. The Commission agrees to:
 - a. Deliver the Lake Water to the Plant to meet the needs of the Project.
 - b. Estimate Lake Water Supply Rate for the following year by August 1st of the preceding year.
 - c. Estimate the Lake Water Supply Rate by tabulating the following:
 - i. Personnel costs (salary, overtime, benefits)
 - ii. Electrical costs
 - iii. Repairs and maintenance (materials, other costs)
 - iv. Other miscellaneous costs (travel, training)
 - d. Quantify the volume of Lake Water delivered to the Plant monthly using the South Prairie Flow Control facility meter. This will be done by the 5th day of each month.
 - e. Calculate the monthly distribution between Lake Water and Ground Water use by the Project using information from 2.d and 3.d.
 - i. $\text{Lake Water to Ground Water Ratio} = \text{Volume from 2.d} \div \text{sum of volume from 2.d and 3.d}$
 - f. Provide statement of billing to the City based on Section 5, Billing Process.
 - g. Agrees to pay the City if the City is owed payment based on 2.f.

3. The City agrees to:
 - a. Deliver the Ground Water to the Plant to meet the needs of the Project.
 - b. Estimate the Ground Water Supply Rate for the following year by August 1st of the preceding year.
 - c. Estimate the Ground Water Supply Rate by tabulating the following:
 - i. Personnel costs (salary, overtime, benefits)
 - ii. Electrical costs
 - iii. Repairs and maintenance (materials, other costs)
 - iv. Other miscellaneous costs (travel, training)
 - d. Quantify the volume of Ground Water delivered to the Plant each month using the meter located at the Sundre Reservoir and Pump Station and the individual meters from the Minot Wellfield, and report to DWR by 5th day of each month.
 - e. Treat the Ground Water and Lake Water in accordance with the Safe Drinking Water Act.
 - f. Estimate the Treatment Rate for the following year by August 1st of the preceding year.
 - g. Estimate the Treatment Rate by tabulating the following:
 - i. Personnel costs (salary, overtime, benefits)
 - ii. Electrical costs
 - iii. Repairs and maintenance (materials, other costs)
 - iv. Other miscellaneous costs (travel, training)
 - h. Quantify the volume of water treated by the Plant using meters on the east and west clarifier and equalization basin in the Plant and report to DWR by 5th day of each month.
 - i. Quantify the volume of Treated Water used by DWR and the City by reading the NAWS and the City meter inside the high service pump station and report to DWR by 5th day of each month.
 - j. Pay the DWR if the DWR is owed payment based on 2.f.
 - k. Coordinate hiring a common third-party vendor to calibrate all the meters referred in this Agreement once every 2 years.
4. Both parties agree to:
 - a. Operate and maintain each of their respective meters that are used in the Agreement.
 - b. During calibration, if the meter is found to over or under register by more than two percent (2%) of the correct volume, adjustments to the correct the volume read by the meter will be applied for the previous three months preceding the recalibration by the percentage of inaccuracy determined by the recalibration. The overpayment or underpayment due to the incorrect meter readings will be applied in the next billing statement to the respective party.
5. Billing Process:
 - a. City's cost responsibilities are as follows:
 - i. Lake Water Supply Rate to the DWR calculated by:

Lake Water Rate TIMES Lake Water to Ground Water Ratio from 2.f TIMES volume of water treated by the Plant 3.h.

b. DWR's cost responsibilities are as follows:

i. Ground Water Rate to the City calculated by:

Ground Water Rate TIMES one minus Lake Water to Ground Water Ratio from 2.f TIMES volume of water delivered to the NAWs customers as determined from the NAWs meter in the high service pump station.

ii. Treatment Rate to the City calculated by:

Treatment Rate TIMES volume of water delivered to the NAWs customers as determined from the NAWs meter in the high service pump station.

6. Subcontracts:

The City shall not enter into any subcontracts for treatment of water under contract without obtaining prior written approval from the Commission.

7. Termination. The Commission may terminate this Agreement effective upon delivery of written notice to the city, or at such later date as may be established by the Commission under any of the following conditions:

- a. If federal or state regulations or guidelines are modified, changed, or interpreted, in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- b. If any license or certificate required by law or regulation to be held by the City to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- d. The Commission by written notice of default (including breach of contract) to the City may terminate the whole or any part of this Agreement if the City fails to perform any of the other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the Commission, fails to correct such failures within thirty days or such longer period as the Commission may authorize.
- e. The City may terminate this Agreement, effective upon delivery of written notice to the Commission, or at such later time as may be established by the City, if the Commission fails to perform any of the provisions of this Agreement and after receipt of written notice from the City, fails to correct such failures within thirty days or such longer period as the City may authorize.
- f. The rights and remedies of the Commission provided in the above clause related to defaults (including breach of contract) by the City shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The rights and remedies of the City related to defaults (including breach of contract) by the Commission shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- g. This Agreement may be terminated by mutual consent of both parties in writing.

8. Access to Records.

The Commission and its duly authorized representatives shall have access to the books, documents, papers and records of the City which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

11. Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

12. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

13. Severability.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Waiver.

The failure of the Commission to enforce any provisions of this contract shall not constitute a waiver by the Commission of that or any other provision.

15. Assignment.

The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof or interest herein, shall be valid until and unless approved by the Commission. The Commission shall not approve any assignment or transfer to any water user entity unless and until the water user entity to which it is proposed that this Agreement be transferred or assigned has the necessary ability to satisfy the obligations of this Agreement.

16. Merger Clause.

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this Agreement, understands it and agrees to be bound by its terms and conditions.

17. Force Majeure.

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

18. Notice.

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

STATE	CITY
Name : Sindhuja S.Pillai-Grinolds	Name: Jason Sorenson
Title: Water Development Division Director	Title: Utilities Director
Address: 1200 Memorial Highway	Address: PO Box 5006
City, State, Zip; Bismarck, ND, 58503	City, State, Zip: Minot, ND 58701

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

19. Spoliation.

City shall promptly notify Commission of all potential claims that arise or result from this Agreement. City shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect such evidence, including the scene of an accident.

IN WITNESS WHEREOF, the parties execute this Agreement on the date specified below.

NORTH DAKOTA STATE WATER COMMISSION

1200 Memorial Highway
Bismarck, ND 58504

By: _____

Title: Secretary, North Dakota State Water Commission

Date: _____

CITY OF MINOT

PO Box 5006
Minot, ND 58702

By: _____

Title: Mayor, City of Minot

Date: _____



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: July 7, 2025

SUBJECT: APPROVE LEASE RENEWAL WITH THE MEN'S WINTER REFUGE

I. RECOMMENDED ACTION

It is recommended City Council approve the lease renewal between the City of Minot and Men's Winter Refuge and authorize the acting Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The City Council originally entered into a lease with regard to the City property located at 1038 43rd Street SE on August 1, 2014 with Men's Winter Refuge (MWR) for a term of five years. The lease was extended for an additional 5 years (through 2024) and then a new lease negotiated for a one-year renewal in July 2024. The current lease is set to expire on July 31, 2025. The MWR operates a 15-bed homeless shelter at this location and the organization provides shelter, food, clothing, transportation, and basic nursing care for homeless men. Beyond that, MWR assists other individuals with non-shelter services, including emergency motel stays, emergency travel assistance, dispersal of donated clothing, and transportation to the local food pantry. The lease of City property enables MWR to provide these services to homeless men and other needy individuals in the Minot community.

B. Proposed Project

N/A

C. Recommendation Detail

Staff has met with the Executive Director of MWR to discuss the organization's desires moving forward. MWR expressed concerns about a potential sale of the property and not being able to pay market value; however, they would be open to a transfer of ownership to the MWR for a nominal amount. As this is real property, the City of Minot would have to solicit bids for the sale of the property

per ordinance, which staff and MWR are not recommending at this time. Staff is recommending a lease renewal for a one (1) year period with the option to renew for four (4) additional one-year terms.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The lease fee associated with the agreement is a nominal \$1/year of the lease.

VI. ALTERNATIVES

The City Council could waive the ordinance requirement for sealed bids and transfer the property to the MWR for an agreed upon amount.



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 7th day of July, 2025 by and between the City of Minot ("Landlord"), whose address is 10 – 3rd Ave. SW, PO Box 5006, Minot, ND 58702, and the Men's Winter Refuge, a non-profit corporation whose address is 1038 – 43rd St. SE, Minot, ND 58701 ("Tenant"). The parties agree:

1. **TERM.** The term of this Agreement is one (1) year, beginning August 1, 2025 and ending July 31, 2026.
 - (a) **Option to Renew.** The Tenant shall have the option to renew this lease for up to four (4) additional one (1) year terms, provided that Tenant is not in default of performance under any provision of this lease at the time the option is exercised. The exercise of each renewal term shall be subject to the mutual agreement of the Landlord and the Tenant, and no renewal shall be valid or binding unless both parties expressly agree in writing. The Tenant must provide written notice to the Landlord of its intent to seek renewal at least sixty (60) days prior to the expiration of the then-current term.
2. **SCOPE OF LEASE.** Landlord, in consideration of the rent to be paid and the obligations and covenants to be performed by Tenant, hereby leases to Tenant the following described premises ("Premises") situated in the city of Minot, county of Ward, and state of North Dakota:

Building and lot located at 1038 43rd Street SE, Minot, North Dakota
Township 155 North, Range 82 West, Section 28: Outlot 17 of the
N1/2NW1/4
3. **CONSIDERATION.** Tenant, in consideration for use of the Landlord's Premises during the term of this Agreement and obligations to be performed by Landlord, hereby agrees to pay rent and additional consideration to Landlord as follows:
 - (a) **RENT.** Tenant agrees to pay Landlord \$1.00 as rent for the Premises with the payment to be made on or before August 1, 2025, and each succeeding payment to be made on or before August 1 of each succeeding year during the Initial Term and any Renewal Term.
 - (b) **ADDITIONAL CONSIDERATION.** In addition to Rent, Tenant also covenants and agrees to use the premises as a homeless shelter to shelter homeless men from November 1 through April 30 each year.
4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, as a homeless shelter to shelter homeless men from November 1 through April 30 each year. Tenant may also use the premises as an office for Tenant's Executive Director and Tenant's staff and volunteers. The Premises should not be used for any other use, without first receiving the written consent of Landlord. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. LANDLORD OBLIGATIONS. Landlord agrees:

- (a) To maintain the roof, exterior walls, and structural portions of the premises except any damage thereto caused by any act or negligence of the Tenant, its employees, agents, invitees, or contractors, in which event such damage shall be promptly repaired by Tenant; and
- (b) To comply at its own expense with all federal, state, county, and city laws and ordinances and all lawful rules, regulations, or orders of any duly constituted authority, present or future, affecting the Premises.

6. TENANT OBLIGATIONS. Tenant agrees that during the term of this agreement, it will:

- (a) Pay the rent when due; and
- (b) Pay any real estate taxes or special assessments that may be applied to the Premises, including any paving, sewer, water, storm sewer, and streetlighting districts certified to the County treasurer for collection against the Premises;
- (c) Pay for all utilities servicing the Premises, including water, sewer, heat/air-conditioning, electricity, telephone installation and/or services, internet installation and/or services, and garbage collection above and beyond standard City garbage collection (e.g., bulk items; dumpsters; etc.); and
- (d) At all times use the site as a homeless shelter for men from November 1 through April 30 each year; and
- (e) At its sole cost and expense, maintain in good condition and make repairs, restorations, and replacements to the leased premises, including without limitation, the interior walls, floors, and ceilings, the exterior and interior portions of all doors, windows, glass, utility facilities, plumbing and sewage facilities within the building or under the floor slab including free flow up to the main sewer line, parking areas, landscaping, painting, fixtures, heating, air conditioning including exterior mechanical equipment, exterior utility facilities, and exterior electrical equipment serving the premises, and the fixtures and appurtenances to the premises as and when needed to preserve them in good working order and condition. Tenant shall maintain and make all repairs, replacements and renewals, whether ordinary or extraordinary, seen or unforeseen to maintain the premises, except for the roof, exterior walls and structural portions of premises as set forth above. All such repairs, restorations, and replacements will be in quality and workmanship equal to or better than the original work or installations.
- (f) Perform all regular and necessary building maintenance and janitorial services needed to maintain the Premises in as reasonably same a condition as at the commencement of this Lease, excepting reasonable wear and tear, or damage by fire or other unavoidable casualty. Specific building maintenance expectations explicitly include, but are not limited to, performing regular snow removal, landscaping, weed control, and lawn care; and
- (g) Maintain at its own expense and assume responsibility for all equipment, furniture, and fixtures installed at the Premises by Tenant; and
- (h) Contract for or provide reasonable staffing and security for the Premises during times it is operated as a homeless shelter; and
- (i) Not make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the State of North Dakota and the ordinances of

the City of Minot in force from time to time relating to the lease Premises;
and

- (j) Permit Landlord at all reasonable times to enter the Premises to conduct routine periodic inspections and make necessary repairs for the protection of the Premises. Reasonable notice will be given to Tenant before any routine inspection, but in the event of an emergency or other good cause, Landlord may enter the Premises immediately and without notice if notice is not practical; and
- (k) Surrender the Premises to Landlord at the end of the Term; and, in default of payment of rent due or failure to perform its obligations under this Agreement, to surrender the Premises upon demand by Landlord; and

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises without first obtaining the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any alterations or improvements to or on the Premises without first obtaining the prior written consent of Landlord. Any and all alterations, changes, or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
9. **INDEMNIFICATION AND INSURANCE.** Tenant agrees to indemnify Landlord and hold it harmless from any and all claims for damage or injury to persons or property, including costs of defense against such claims, arising out of or as a result of any transaction or occurrence on or about the Premises during the term of this Agreement, or any breach of Tenant in the performance of any of the Tenant's obligations. Tenant shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including contractual coverage, with minimum liability limits of \$2,000,000 per occurrence; (2) workers' compensation coverage meeting all statutory requirements; and (3) property insurance insuring the full and true value of all Tenant's real property and personal property located on or in the building in which the leased premises are located for all losses. Tenant waives any right to seek compensation from Landlord for any covered losses for which this required insurance is to apply. Tenant shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling Landlord to terminate this Agreement immediately.
10. **TENANT'S HOLDING OVER.** If Tenant remains in possession of the Premises after this Agreement expires, and Landlord accepts rent from Tenant, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.
11. **TERMINATION.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay Rent, or materially fails to comply with any duties imposed on Tenant by statute, within seven days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven days, Landlord may, at Landlord's option,

declare the entire balance of rent payable to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

During the Term of this Lease, Landlord may terminate this Lease by providing thirty (30) days' written notice to Tenant, (1) if Landlord is ordered by a Court with competent jurisdiction to allow a different entity to use, lease, or occupy the Premises, or (2) if the Minot City Council determines, in its sole discretion, that there is a higher and better use for the Premises.

During the Term of this Lease, Tenant may terminate this Lease by providing thirty (30) days' written notice to Landlord, if Landlord fails to comply with any of its obligations under this Lease, or if Tenant determines it must relocate to comply with the Americans With Disabilities Act of 1990 or any rules adopted under the act, or with any other state or federal law or rules.

If the leased Premises are destroyed or damaged by fire or the elements to the extent they become untenable, this Lease will terminate immediately, unless Landlord, within twenty (20) days of the happening of the event, gives written notice of intention to restore the building and fully restores the Premises within a reasonable time. During the term between destruction and restoration of the Premises rent will not be due, and if rent has already been paid Landlord shall refund to Tenant all that portion of the prepaid rent attributable to the time during which Tenant was unable to use the Premises for its intended use.

12. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorney fee.
13. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted under the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Ward County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
14. **SEVERABILITY.** If any provision of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.
15. **BINDING EFFECT.** The covenants, obligations and conditions in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties.
16. **MODIFICATION.** The parties agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties.
17. **COMPLIANCE WITH LAWS; NONDISCRIMINATION.** Tenant shall comply with all applicable laws, regulations and ordinances, and require such compliance by its guests and visitors. Tenant shall not discriminate against any person because of race, color,

religion, sex, national origin, disability, or otherwise in violation of federal or state law, and shall comply with any applicable federal or state laws requiring affirmative action.

18. **AUDIT.** All records, regardless of physical form, and the accounting practices and procedures of Tenant relevant to this Agreement are subject to examination by Landlord, the Landlord's designee(s), or auditors, if required. Tenant shall maintain all of these records for a period of time consistent with the North Dakota Record Retention Policy, or as otherwise directed by Landlord in writing. Landlord, or Landlord's designee(s), or auditors, shall provide reasonable notice to Tenant prior to conducting examination.
19. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Tenant agrees that Landlord must disclose to the public upon request any records it receives from Tenant. Tenant further understands that any record obtained or generated by Tenant under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Tenant agrees to contact Landlord immediately upon receiving a request for information under the public records law and to comply with Landlord's instructions on how to respond to the request.
20. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States mail, addressed as follows:

If to Landlord to:

Finance Director
City of Minot
PO Box 5006
Minot, ND 58702

If to Tenant to:

Men's Winter Refuge
1038 43rd St. Southeast
Minot, ND 58701

LANDLORD:

TENANT:

Signature

Signature

Print Name

Print Name

Date

Date



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: July 7, 2025

SUBJECT: APPROVE ANNUAL RENEWAL OF SALESFORCE SOFTWARE WITH CARASOFT TECHNOLOGY CORP.

I. RECOMMENDED ACTION

It is recommended City Council approve the annual renewal of Salesforce software with Carasoft Technology Corp.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

This software is purchased through a Federal GSA contract and has been used by the City of Minot as the official record of transaction activity for the past 11 years for property acquisitions. Renewal of the software is appropriate and consistent with the Department of Housing and Urban Development (HUD) rules due to consistent storage of records relating to flood acquisitions. The price is from a Federal General Services Administration requirements contract that is attached.

B. Proposed Project

The City of Minot has informed HUD that this software would be the source of all records relating to the compliance involving acquisitions and HUD has recognized this notification from the City. While HUD continues to encourage maintaining paper files, it does recognize and, except for activities that occurred in allocation #1, HUD accepts electronic file records of all projects and activities involving CDBG - DR, NDR and Entitlement funds.

C. Recommendation Detail

Staff recommend Council approve the annual renewal of Salesforce software with Carasoft Technology Corp. for the amount of \$26,399.99.

IV. IMPACT

A. Aspirations

Approval of the extension achieves the aspiration of being resilient and prepared.

B. Service/Delivery Impact:

Salesforce provides the capability to ensure all documentation involving acquisitions from CDM SMith, Seanson & Warcup, Ltd and the City of Minot are compiled into one single electronic folder.

C. Fiscal Impact

Project Costs

The renewal cost for the software is \$26,399.99.

Project Funding

Allocation #1 and CDBG-NDR funds will be used to pay for the extension.

VI. ALTERNATIVES

The Council can choose not to approve the extension. By doing so, record keeping would involve the storing of paper copies. This can increase staff workload when preparing to respond to any requests from HUD or the State.



GOVERNMENT PRICE QUOTATION
SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com



TO: Chris Plank
NDR Grant Manager
City of Minot
10 3rd Ave SW
Minot, ND 58701-3833 USA

FROM: Kendall Dollarton
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: chris.plank@minotnd.gov

EMAIL: Kendall.Dollarton@carahsoft.com

PHONE: (701) 857-1553

PHONE: (571) 662-3414

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 56363748
QUOTE DATE: 06/10/2025
QUOTE EXPIRES: 09/17/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$26,399.99
TOTAL QUOTE: \$26,399.99

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	200012831	Lightning Platform Plus - Unlimited Edition Unlimited Edition Salesforce.com, Inc. - 200012831 Start Date: 09/24/2025 End Date: 09/23/2026		\$1,123.4043	GSA	22	\$24,714.89
2	200012669	Lightning Platform - Unlimited Edition (Administrator) Unlimited Edition Salesforce.com, Inc. - 200012669 Start Date: 09/24/2025 End Date: 09/23/2026		\$842.55	GSA	2	\$1,685.10
SUBTOTAL:							\$26,399.99
TOTAL PRICE:							\$26,399.99
TOTAL QUOTE:							\$26,399.99



GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

carahsoft.

****ATTENTION** PO MUST INCLUDE ALL ITEMS LISTED BELOW FOR PROCESSING****

- Quote # 56363748
- Contract Vehicle # GSA 47QSWA18D008F

Tenant Information:

Org Type
Salesforce Platform

Org Details
00DE0000000Kyh3MAC

Services
Lightning Platform Plus - Unlimited Edition - Qty 22
Lightning Platform - Unlimited Edition (Administrator) Qty 2

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract.

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at <https://carah.io/SFDC-EULA> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>
Help & Training: <http://carah.io/Help>
Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>.

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: July 7, 2025

SUBJECT: DEMAND RESPONSE & PARATRANSIT CONTRACT CORRECTIONS

I. RECOMMENDED ACTION

- 1. It is recommended that City Council authorize staff to correct minor clerical errors in both the Paratransit and SBT Demand Response agreements;**
- 2. Update agreement verbiage for both documents as necessary for any additional clerical updates; and**
- 3. Approve the Interim Mayor and staff to sign the corrected and updated agreements once complete.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Souris Basin Transit (SBT) plays a vital role in providing essential transit services within Minot, offering general public demand response and fixed route Paratransit services for individuals with disabilities. Previous agreements for both Demand Response services and Paratransit services were approved by the Council on 16 June 2025. Due to clerical adjustment requests by SBT, both agreements now require minor updates, including duty title changes, PO box updates, and operating hour changes.

B. Proposed Project

Minor clerical updates to both the Paratransit and Demand Response agreements will ensure that SBT's identified clerical and data corrections are made before the final agreement signatures.

C. Recommendation Detail

Staff wanted to ensure updates were made available to Council prior to finalizing documentation.

IV. IMPACT

A. Aspirations

Safe and Welcoming / Excellent and Connected

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A



ADA Paratransit Agreement

The City of Minot (City) is entering into an agreement with Souris Basin Transportation Board, a non-profit corporation, (SBT) to provide ADA paratransit service in conjunction with and as an extension of the Minot City Transit system.

1. This Agreement shall be in effect for a term of six (6) months commencing on July 1, 2025 and expiring on December 31, 2025, at which time the Agreement may be renewed upon agreement of both parties. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time that it is no longer in the best interests of the City.
2. SBT shall provide ADA paratransit service (ADA services) during the same days and hours of operation as the Minot City Transit System. Minot City Transit System currently operates Monday through Friday from 7:00 am until 7:00 pm. SBT shall be responsible for the dispatch, scheduling, vehicles, operations, and administration for the ADA services during the Minot City Transit System hours.
3. In exchange for the ADA services provided, the City shall provide a payment to SBT in the amount of \$107,195.00. Payments will be divided into three equal installments due by September 20th, November 20th, and January 20th, after an invoice and the data mentioned in Section 12 are received for the ADA services provided in the prior two-month period. This amount may only be adjusted by consent of the City Council and the SBT Board of Directors. This amount shall be full payment for the ADA services provided under this Agreement.
4. The City agrees to provide SBT with three (3) ADA accessible vans for the ADA services. The City shall be responsible for the costs of insurance, maintenance, and fuel for the ADA accessible vans. SBT shall be responsible for hiring and compensating all drivers and other employees required for the ADA services. SBT shall ensure its ADA services' drivers meet and maintain the minimum qualifications required for City employees who operate City Transit Department vehicles.
5. The City shall continue its efforts to procure funds by Federal grants or otherwise for the future replacement of ADA vans provided to SBT under this Agreement.





6. SBT is an independent entity under this Agreement and SBT employees are not considered City employees for any purpose under the terms of this Agreement.
7. No part of this Agreement shall be construed to grant to SBT any authority to contract for, on behalf of, or incur obligations on behalf of the City.
8. SBT agrees to comply with all applicable federal clauses found in Appendix A as well as all state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. SBT's failure to comply with this section may be deemed a material breach by SBT entitling the City to immediately terminate this Agreement for cause.
9. SBT agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing ADA services pursuant to this Agreement. SBT also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against SBT in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
 - a. Insurance. At its sole cost, Provider (SBT) shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's (SBT's) duty to defend, indemnify, and hold harmless the City under this Agreement shall not be





limited by the insurance required in this Agreement. Provider (SBT) shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

10. SBT understands that, City must disclose to the public upon request any records it receives from SBT. SBT further understand that any records obtained or generated by SBT under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. SBT agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
11. SBT agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event SBT's records are audited by a third party, SBT shall provide the City with the results of the audit within 30 days of receipt.
12. SBT will meet at least the data collection requirements in this subsection pertaining to Paratransit service on a monthly basis for the reporting period and year-to-date:
 - a. Total Paratransit Ridership
 - b. Boardings per Revenue Hour
 - c. Paratransit Revenue Hours per month
 - d. On-Time Performance
 - e. Number of miles driven (Revenue Miles)
 - f. Ride refusal record and missed trips
 - g. Number of Customer Complaints received
 - h. Number of Validated Customer Complaints
 - i. Wheelchair usage





13. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

City: City of Minot (Attn: Public Works Operations Director)
P.O. Box 5006
515 2nd Ave SW
Minot, ND 58702

SBT: Souris Basin Transportation (Attn: Executive Director)
PO Box 2211
805 31st St SE
Minot, ND 58702

14. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.

15. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. This Agreement contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties.





17. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

This agreement entered into between the City of Minot and Souris Basin Transportation this _____ day of _____, 2025.

Darrell Francis, Executive Director
Souris Basin Transportation

Date

Mark Jantzer, Mayor
City of Minot

Date





SERVICES AGREEMENT

City of Minot and Souris Basin Transportation.

This Agreement is entered into on this ____ day of _____, 2025, by and between the City of Minot (hereinafter "City") and Souris Basin Transportation, a North Dakota non-profit corporation (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide essential demand-response services to the general public within the city; and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of \$300,000 for the costs of Services.

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

1. Term. The term of this Agreement shall be from July 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined in Exhibit 1, which is attached and incorporated into this Agreement by reference.
3. Reports. By the 20th of each month, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of Not to Exceed \$300,000. Payment shall be made on a monthly basis with one-sixth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.
5. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
6. Termination.
 - a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.

- b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
 - c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
 - i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 - ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
 - d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	Souris Basin Transportation
c/o Finance Director	c/o Executive Director
P.O. Box 5006	P.O. Box 2211
Minot, ND 58702	Minot, ND 58702
finance@minotnd.gov	sbttransit@srt.com

8. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
9. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 6(c) of this Agreement.
10. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide

the City with the results of the audit within 30 days of receipt. In addition, the City shall have the right to audit, examine, and make copies of any records, documents, or other evidence of Provider that relate to the performance of this agreement. Such audits may be conducted by the City or its designated agent with no less than ten (10) business days' written notice, during normal business hours, and in a manner that does not unreasonably interfere with Provider's operations.

11. Compliance with Public Records Laws. Provider understands that City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon receiving a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
12. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
13. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this

Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 6(c).

14. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
15. Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
16. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
17. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
18. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.
20. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

21. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.
22. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

Mark Jantzer
Interim Mayor

David Lakefield
Finance Director

Mikayla McWilliams
City Clerk

Souris Basin Transportation

Darrell Francis, Executive Director



EXHIBIT 1

SOURIS BASIN TRANSPORTATION 2025 SERVICES AGREEMENT

1. SOURIS BASIN TRANSPORTATION Services. SOURIS BASIN TRANSPORTATION shall provide the following services and/or meet the following obligations:
 - a. SOURIS BASIN TRANSPORTATION shall provide non-fixed route demand-response public transportation within the City of Minot. This service will be door to door service and requires reservations to be made 24 hours in advance of the requested ride. SBT will provide accessible vehicles, operators, management, and a dispatching system. Hours of operation will be 7:00 am – 10:00 pm Monday-Friday, 7:30 am – 5:00 pm Saturday and Sunday(except certain holidays).
 - b. SOURIS BASIN TRANSPORTATION shall provide a written report to the City by the 20th of each month detailing the service provided within the city limits in the previous month with the data listed below.

Total Ridership

Boardings per Revenue Hour

Revenue Hours per Month

On-Time Performance

Number of Miles Driven(Revenue Miles)

Number of Customer Complaints Received

Number of Validated Customer Complaints



TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: July 7, 2025

**SUBJECT: CASE #2025-29 - HIGHLANDS AT NORTH HILL 8TH ADDITION -
FINAL PLAT**

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

The Highlands at North Hill 8th Addition Preliminary Plat was approved on first reading at the May 19th City Council Meeting. Staff report is included in Attachment B.

B. Proposed Project

This would establish 25 buildable single-family residential lots.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

This plat will establish 25 residential lots.

C. Fiscal Impact

N/A

Project Costs

N/A

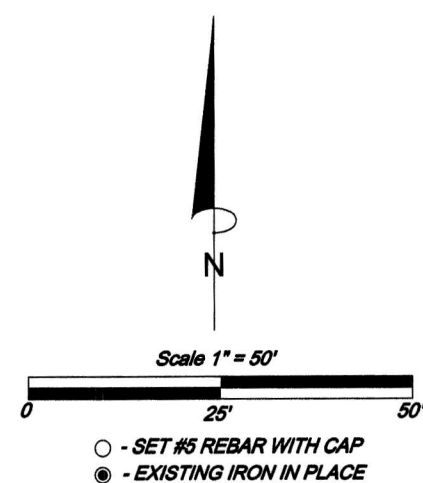
Project Funding

N/A

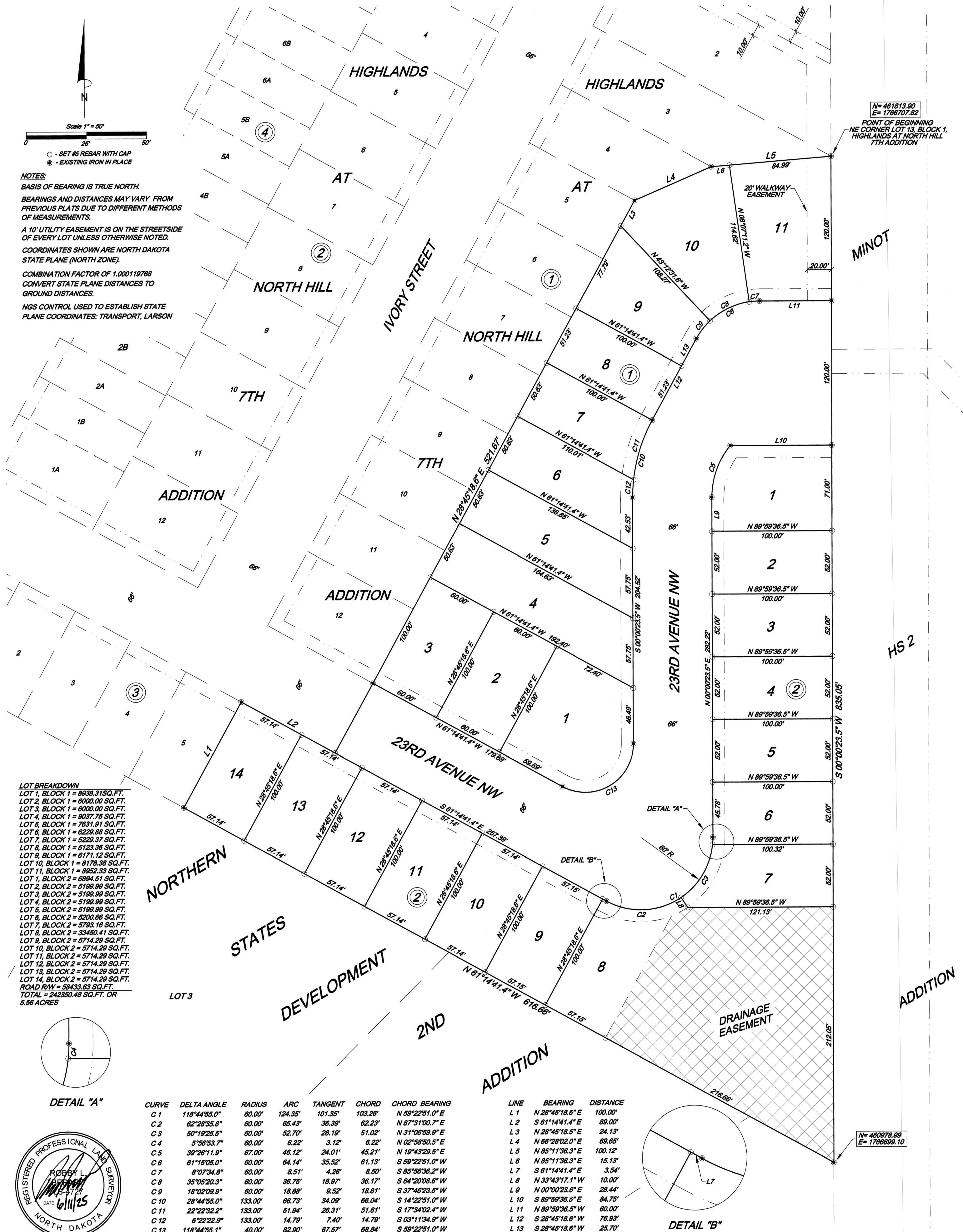
VI. ALTERNATIVES

Council may approve with conditions or deny the request.

HIGHLANDS AT NORTH HILL 8TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA (BEING LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION AND PORTION OF 23RD AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



NOTES:
BASIS OF BEARING IS TRUE NORTH.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS ON THE STREETSIDE OF EVERY LOT UNLESS OTHERWISE NOTED.
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE (NORTH ZONE).
COMBINATION FACTOR OF 1.000119768 CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: TRANSPORT, LARSON



LOT BREAKDOWN
LOT 1, BLOCK 1 = 8938.31 SQ. FT.
LOT 2, BLOCK 1 = 6000.00 SQ. FT.
LOT 3, BLOCK 1 = 6000.00 SQ. FT.
LOT 4, BLOCK 1 = 9037.75 SQ. FT.
LOT 5, BLOCK 1 = 7631.91 SQ. FT.
LOT 6, BLOCK 1 = 6229.88 SQ. FT.
LOT 7, BLOCK 1 = 5229.37 SQ. FT.
LOT 8, BLOCK 1 = 5123.36 SQ. FT.
LOT 9, BLOCK 1 = 6171.12 SQ. FT.
LOT 10, BLOCK 1 = 6178.38 SQ. FT.
LOT 11, BLOCK 1 = 8862.33 SQ. FT.
LOT 1, BLOCK 2 = 8894.51 SQ. FT.
LOT 2, BLOCK 2 = 5199.99 SQ. FT.
LOT 3, BLOCK 2 = 5199.99 SQ. FT.
LOT 4, BLOCK 2 = 5199.99 SQ. FT.
LOT 5, BLOCK 2 = 5199.99 SQ. FT.
LOT 6, BLOCK 2 = 5200.66 SQ. FT.
LOT 7, BLOCK 2 = 5793.16 SQ. FT.
LOT 8, BLOCK 2 = 33450.41 SQ. FT.
LOT 9, BLOCK 2 = 5714.29 SQ. FT.
LOT 10, BLOCK 2 = 5714.29 SQ. FT.
LOT 11, BLOCK 2 = 5714.29 SQ. FT.
LOT 12, BLOCK 2 = 5714.29 SQ. FT.
LOT 13, BLOCK 2 = 5714.29 SQ. FT.
LOT 14, BLOCK 2 = 5714.29 SQ. FT.
ROAD R/W = 58433.63 SQ. FT.
TOTAL = 242350.48 SQ. FT. OR 5.56 ACRES

DETAIL "A"

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	118°44'55.0"	60.00'	124.35'	101.35'	103.28'	N 59°22'51.0" E
C 2	62°28'35.8"	60.00'	65.43'	36.39'	62.23'	N 87°31'00.7" E
C 3	50°19'25.5"	60.00'	52.70'	28.19'	51.02'	N 31°06'59.9" E
C 4	5°58'53.7"	60.00'	6.22'	3.12'	6.22'	N 02°58'50.5" E
C 5	39°26'11.9"	67.00'	46.12'	24.01'	45.21'	N 19°43'29.5" E
C 6	61°15'05.0"	60.00'	64.14'	35.52'	61.13'	S 59°22'51.0" W
C 7	8°07'34.8"	60.00'	8.51'	4.26'	8.50'	S 85°56'36.2" W
C 8	35°05'20.3"	60.00'	36.75'	18.97'	36.17'	S 64°20'08.6" W
C 9	18°02'09.9"	60.00'	18.88'	9.52'	18.81'	S 37°46'23.5" W
C 10	28°44'55.0"	133.00'	66.73'	34.09'	66.04'	S 14°22'51.0" W
C 11	22°22'32.2"	133.00'	51.94'	26.31'	51.61'	S 17°34'02.4" W
C 12	6°22'22.9"	133.00'	14.79'	7.40'	14.79'	S 03°11'34.9" W
C 13	118°44'55.1"	40.00'	82.90'	67.57'	68.84'	S 59°22'51.0" W

LINE	BEARING	DISTANCE
L 1	N 28°45'18.6" E	100.00'
L 2	S 61°14'41.4" E	88.00'
L 3	N 28°45'18.5" E	24.13'
L 4	N 66°28'02.0" E	69.65'
L 5	N 85°11'36.3" E	100.12'
L 6	N 85°11'36.3" E	15.13'
L 7	S 61°14'41.4" E	3.54'
L 8	N 33°43'17.1" W	10.00'
L 9	N 00°00'23.6" E	28.44'
L 10	S 89°59'36.5" E	84.75'
L 11	N 89°59'36.5" W	60.00'
L 12	S 28°45'18.6" W	76.93'
L 13	S 28°45'18.6" W	25.70'

DETAIL "B"

ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

SHEET 1 OF 2
JOB #24-25

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT 701 DEVELOPMENT, LLP, BEING OWNER AND PROPRIETOR OF LOT 13, BLOCK 1 AND LOT 6, BLOCK 3, HIGHLANDS AT NORTH HILL 7TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 13, BLOCK 1, HIGHLANDS AT NORTH HILL 7TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 00°00'23.5" W, A DISTANCE OF 835.05 FEET; THENCE N 61°14'41.4" W, A DISTANCE OF 616.66 FEET; THENCE N 28°45'18.6" E, A DISTANCE OF 100.00 FEET; THENCE S 61°14'41.4" E, A DISTANCE OF 89.00 FEET; THENCE N 28°45'18.6" E, A DISTANCE OF 521.67 FEET; THENCE N 66°28'02.0" E, A DISTANCE OF 69.65 FEET; THENCE N 85°11'36.3" E, A DISTANCE OF 100.12 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.56 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS HIGHLANDS AT NORTH HILL 8TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE STREET RIGHT OF WAYS AND EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.


ANDREW GUDMUNSON
(MANAGING PARTNER)
701 DEVELOPMENT, LLP

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF June, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ANDREW GUDMUNSON, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

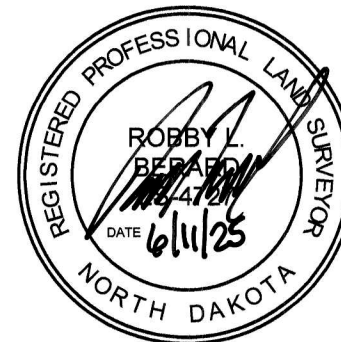
ROBBY L. BERARD
Notary Public
State of North Dakota
My Commission Expires Dec. 28, 2027


NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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


ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 11th DAY OF June, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2028


NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

DATE:

CITY OF MINOT ENGINEER



Planning Commission Staff Report

Application Date: 02/25/2025

Date of Staff Report: 04/22/2025

Date of Planning Commission Meeting: 05/06/2025

Staff Contact: Doug Diedrichsen, Principal Planner

Staff Recommendation: Approval

Case Number: 2025-15

Project Name: Highlands at North Hill 8th
Addition– Preliminary Plat

Current Legal Description: See Project
Description

Proposed Legal Description: Highlands at North
Hill 8th Addition

Present Address: See Project Description

Entitlements Requested: Preliminary Plat,
Easement Vacation

Owners: 701 Development, LLP

Representative: Andrew Gudmunson, 701
Development & Rob Berard Ackerman Surveying

Present Zone(s): “R2” Two-Family Residential
w/PUD

Present Use(s): Vacant Land

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

Present Future Land Use Map Designation:
Urban Residential

Proposed Zone(s): “R2” Two-Family Residential w/PUD

Proposed Use(s): Single-Family Residential

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

Proposed Future Land Use Map Designation: No
Change

PROJECT DESCRIPTION:

Public hearing request by Andrew Gudmunson, 701 Development LLP, owner for a request of a preliminary plat and easement vacation on a property zoned “R2” Two-Family Residential District with a PUD Overlay. The preliminary Plat is for Highlands at North Hill 8th Addition. The legal description for the properties requesting the easement vacation are Lot 13, Block 1 Highlands at North Hill 7th Addition to the City of Minot, Ward County,

North Dakota and Lots 1, 2 and 3, Block 1 Highlands at North Hill 7th Addition to the City of Minot, Ward County, North Dakota

The subject properties addresses are 2416, 2420 and 2500 Ivory St and the lot to the south of those addresses that remains unassigned

An aerial, including the notification boundary, is provided in **Exhibit 1**.

BACKGROUND INFORMATION:

City staff has been working with 701 Development, LLP to finalize the Highlands at North Hill subdivision. This preliminary plat would establish Highlands at North Hill 8th Addition.

The request for vacation of the easement was withdrawn by the applicant on 4/15/2025.

A Developers agreement is on file with the City outlining the requirements for development of all future phases of the Highlands at North Hill subdivision.

The letter of intent is provided in **Exhibit 2**.

The preliminary plat is provided in **Exhibit 3**.

A map of the area zoning and future land use may be found in **Exhibit 4**.

Select site photos are available in **Exhibit 5**.

The Proposed PUD Plan amendment & Developer's Agreement is included in **Exhibit 6**.

STAFF ANALYSIS:

Subdivision Design Standards:

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

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not,

whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

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

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which is suitable for single-family residential construction as proposed. Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The subdivision name Highlands at North Hill 8th Addition has not yet been taken and is spelled correctly. Staff finds Section 10.3-3 is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision. The streets were already dedicated and named in prior approvals.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as each of the proposed lots meets the minimum lot size of the proposed PUD Plan in Exhibit 7. Section 10.3-11 is satisfied.

As there are no changes to the right-of-way affecting the existing approved block length and the subdivision is eligible for longer-than-standard block lengths through the PUD process, Section 10.3-12 is satisfied.

The requirements of Section 10.3-13 relating to the dedication of right-of-way, easements, and street widths is satisfied, as there are no changes to the right-of-way, and the necessary easements for the pathway connection to the school site is provided as required by the amended development agreement dated November 7, 2022.

Sections 10.3-14 relates to sidewalks, which will be required for this subdivision and shall be installed in alignment with the requirements of this section. Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied, each site is suitable, at a minimum, for residential use.

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

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

Comments:

- a) There were no public comments at the time of writing this staff report.
- b) The application was distributed to city departments and external public agencies within the City for review and the following comments were received:
 - a. Engineering

- a) Development shall comply with the previously approved storm water management plan
- b) Subdivision infrastructure plan required
- c) Infrastructure development agreement required
- d) Sewer connection fee required \$3,787/acre
- e) Sidewalks required

The comments from Engineering are standard general or commercial development policy and will be memorialized as conditions of approval.

FINDINGS OF FACT:

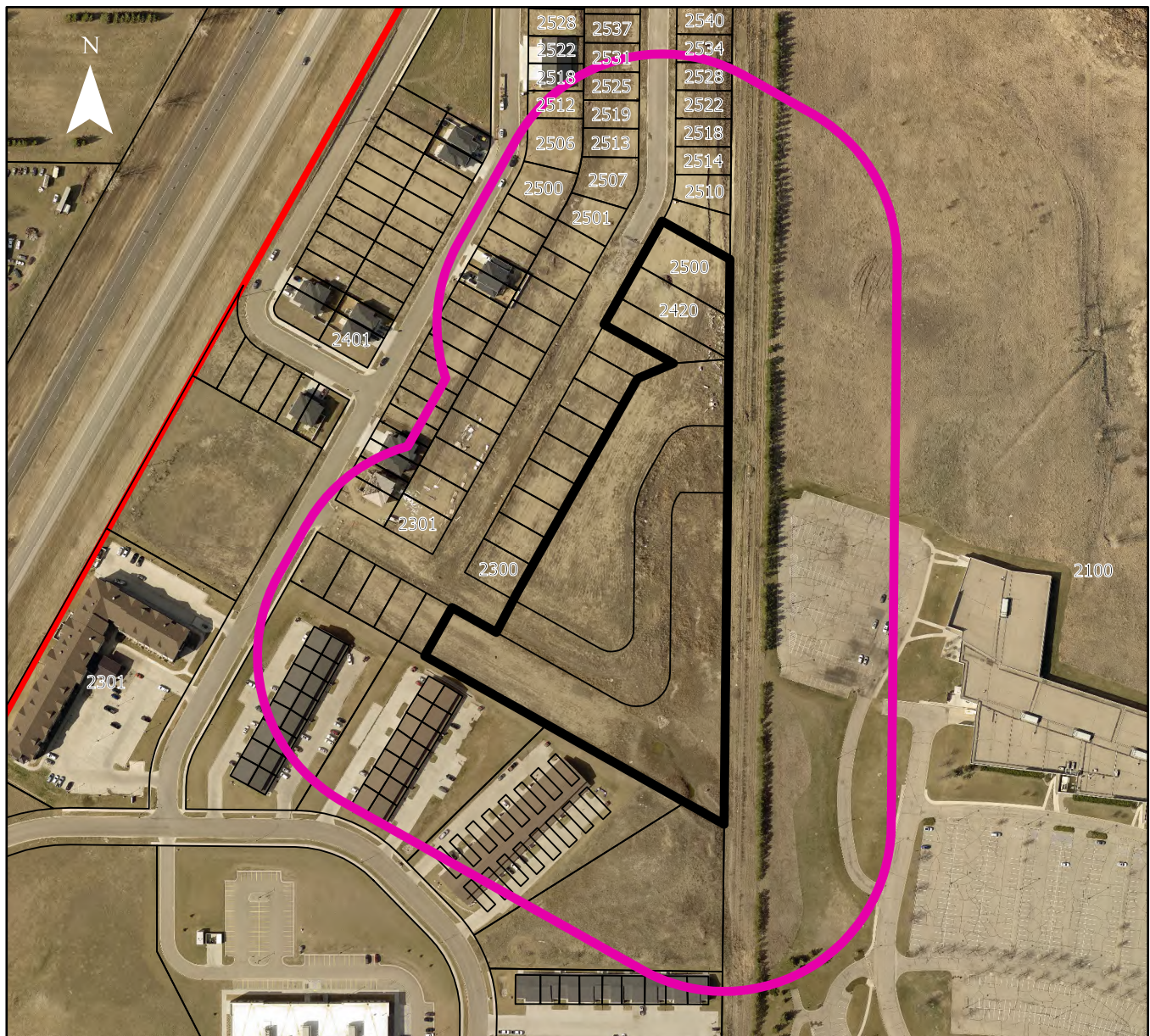
The Minot Planning Commission should accept the following findings of facts:

- 1) The applicants have submitted a complete application.
- 2) The present zoning is “R2” Two-Family Residential District with a “PUD Overlay” Planned Unit Development (PUD).
- 3) The City of Minot 2040 Comprehensive Plan Future Land Use (FLU) Map designates this area as Urban Residential.
- 4) Section 9.1-7 H. 1. is satisfied due to the need to add clarification and simplification to the original Planned Unit Development (PUD) plan on file at the City.
- 5) Section 9.1-7 H. 2. is satisfied, as the City and other public agencies will be able to provide services to support the request.
- 6) Section 9.1-7 H. 3. is satisfied, as there is no evidence that the amendment to the PUD plan on file at the City will substantially diminish the condition or value of the property in the vicinity.
- 7) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

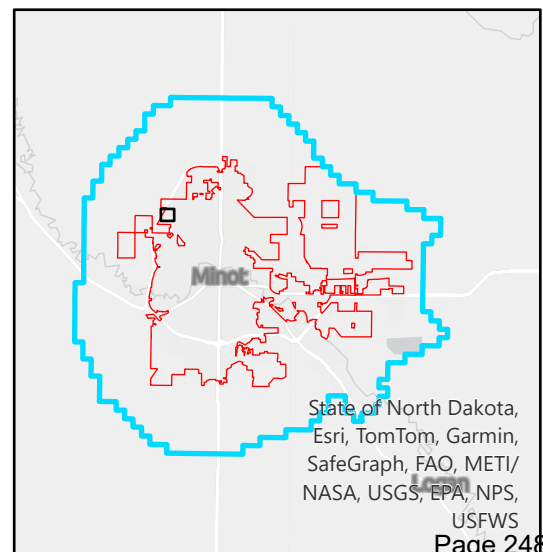
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a major subdivision preliminary plat for Highlands at North Hill 8th Addition as provided in Exhibit 3 with the following conditions.

1. Development shall comply with the previously approved Development Agreement
2. Development shall comply with the proposed PUD plan amendment
3. Development shall comply with the previously approved storm water management plan
4. Subdivision infrastructure plan required
5. Infrastructure development agreement required
6. Sewer connection fee required \$3,787/acre
7. Sidewalks required



- Two Mile Boundary
- City Limits
- Case # 2025-16
- Case 2025-16 Notification Area





Highlands at North Hill 8th Addition Plat, PUD Amendment, and Walkway Easement Vacation

The subject 5.56 ± acre property is zoned R2 with a PUD Overlay and is located in northwest Minot as part the remaining un-built portion of the Highlands at North Hill Residential Subdivision. The owner group / developer is proposing a housing product shift to single family detached to allow for the construction of 25 single family (SF) detached units on lots with a minimum width of 52.0'. The 8th Addition Plat will consist of Block 1 Lots 1-11, Block 2 Lots -14, and 1.34 ± acres of publicly dedicated Right-of-Way improved with required supporting infrastructure.

The PUD Amendment speaks to the single-family housing type to be constructed on the subject 25 lots as provided by attachment (representative models w/elevations). Note that any accessory and secondary uses as allowed within the Minot Land Development Ordinance are not considered limited by the primary uses described in the referenced attachment.

As an extension of the Plat and PUD Amendment, the owner group/ developer is seeking to vacate the existing 20' wide walkway easement located within Block 1 Lots 1, 2, and 13 of the Highlands at North Hill 7th Addition Plat, reference the 20' Walkway Easement Vacation Exhibit provided by attachment. An equivalent pedestrian connection is provided by the sidewalk system being constructed as part of the required Right-of-Way improvements. This sidewalk system provides the interconnection with the new Minot North High School property located immediately to the east of the Highlands at North Hill Subdivision.

HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

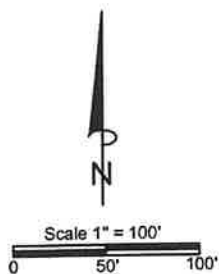
3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.853.6470

PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

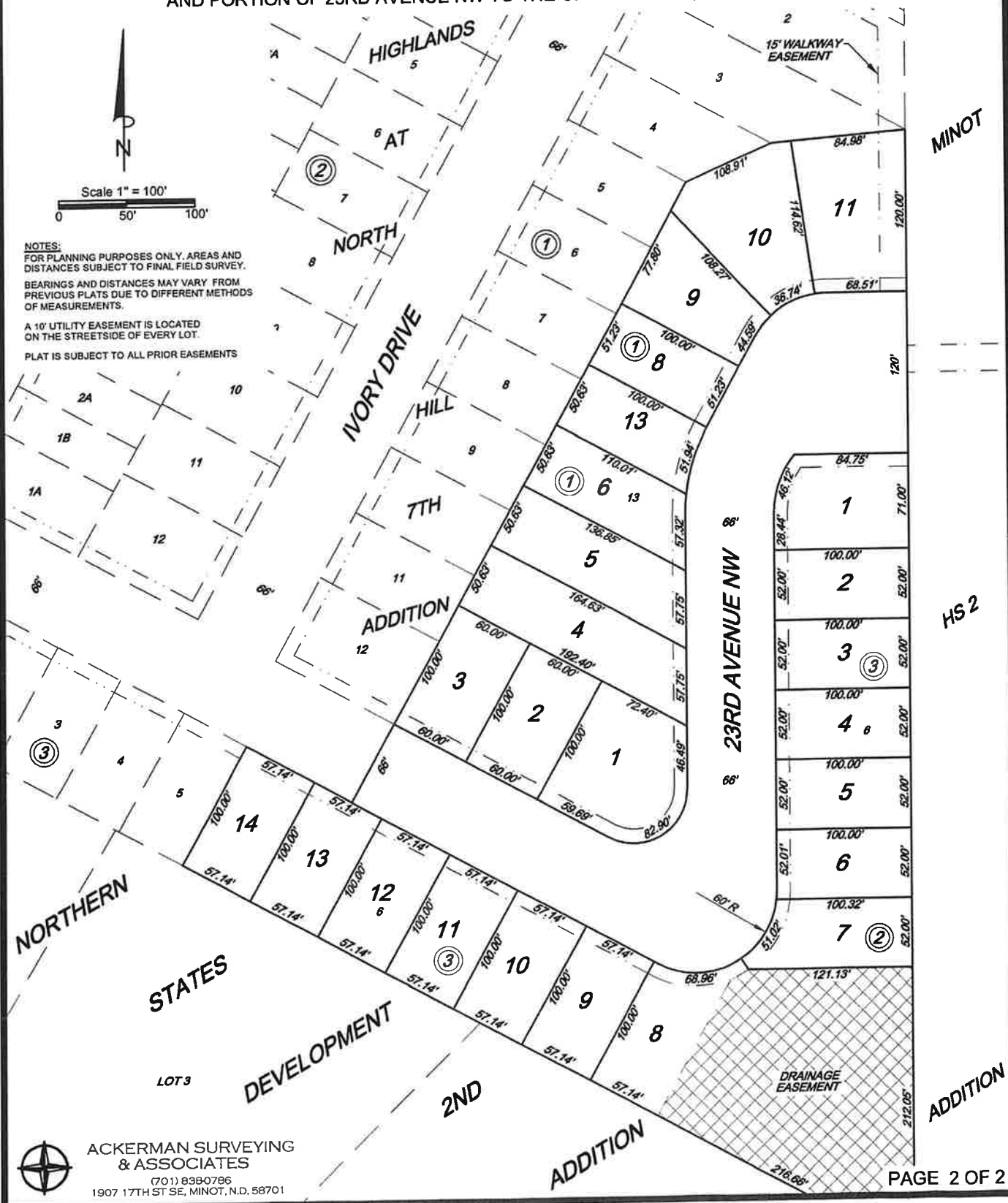
TO THE CITY OF MINOT, NORTH DAKOTA
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NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND
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BEARINGS AND DISTANCES MAY VARY FROM
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A 10' UTILITY EASEMENT IS LOCATED
ON THE STREETSIDE OF EVERY LOT.

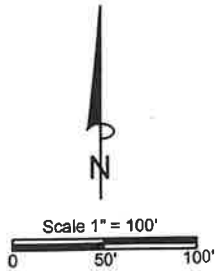
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS



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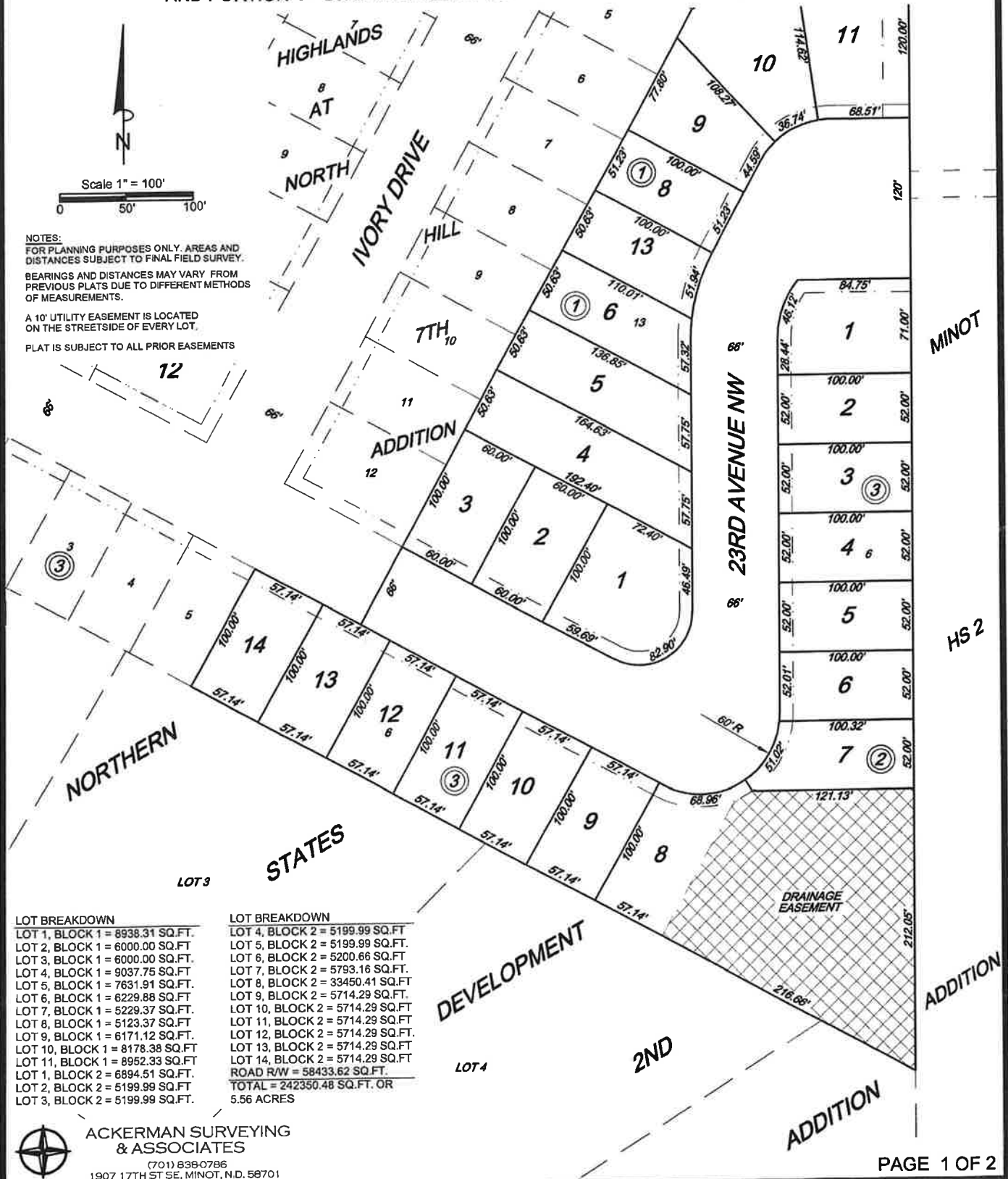
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LOT BREAKDOWN

LOT 1, BLOCK 1 = 8938.31 SQ.FT.
LOT 2, BLOCK 1 = 6000.00 SQ.FT.
LOT 3, BLOCK 1 = 6000.00 SQ.FT.
LOT 4, BLOCK 1 = 9037.75 SQ.FT.
LOT 5, BLOCK 1 = 7631.91 SQ.FT.
LOT 6, BLOCK 1 = 6229.88 SQ.FT.
LOT 7, BLOCK 1 = 5229.37 SQ.FT.
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LOT 11, BLOCK 1 = 8952.33 SQ.FT.
LOT 1, BLOCK 2 = 6894.51 SQ.FT.
LOT 2, BLOCK 2 = 5199.99 SQ.FT.
LOT 3, BLOCK 2 = 5199.99 SQ.FT.

LOT BREAKDOWN

LOT 4, BLOCK 2 = 5199.99 SQ.FT.
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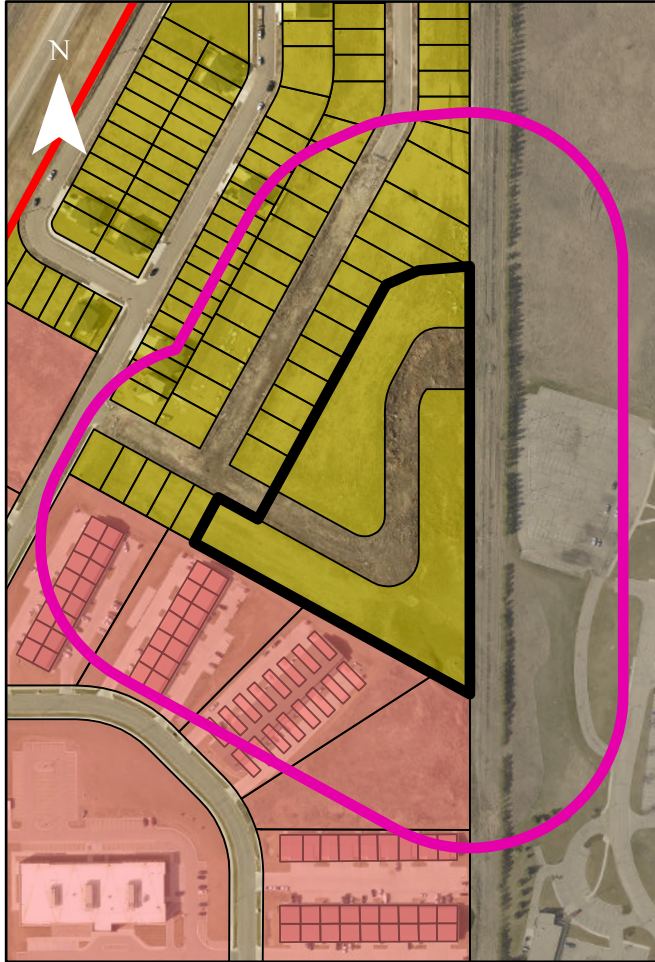


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& ASSOCIATES

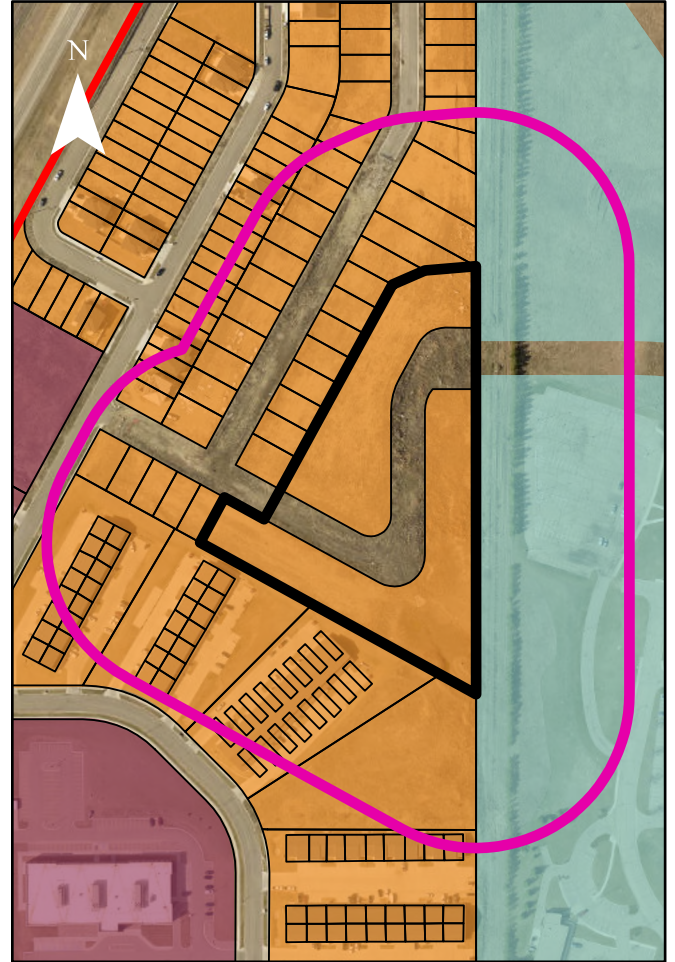
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ZONING



FUTURE LAND USE

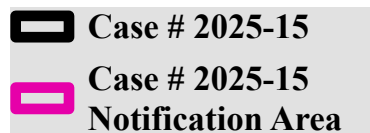


0 185 370 740 Feet

Zoning



Both Maps



Land Use Type

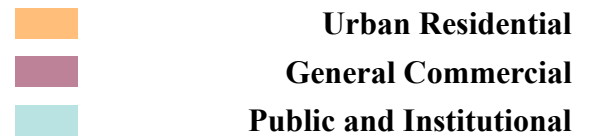


Exhibit 5 – Site Photos



Walking trail



Facing North



Facing Northwest



Facing Southwest



Facing East

PUD Plan

The following Planned Unit Development Plan (PUD Plan) applies to the following property:

Highlands at North Hill 8th Addition

The Planned Unit Development plan includes the following:

Subdivision

The respective plat of the affected lots is included by reference only and adjustments, not including the dissolution or creation of lots, may be made to alter shared property boundaries in line with the use and dimensional standards delineated in this document through the minor subdivision plat process outlined in the Land Development Ordinance of the City of Minot.

At present and for reference, a development agreement exists that applies to the properties a part of this PUD Plan and to other property outside of this PUD Plan that was approved on November 7, 2022 and recorded as instrument number 3070196. Minor subdivision plats to facilitate fulfillment of this agreement are permitted. All other changes to the referred to subdivision must follow the processes and procedures as prescribed by the Land Development Ordinance of the City of Minot at the time of application.

Housing Type and Future Development

The housing uses of the affected properties shall be limited to those housing types as illustrated in Attachment 'A'. These are considered the primary use of each respective property and nothing in Attachment 'A' prohibits exercising other accessory or secondary uses as allowed within the Land Development Ordinance of the City of Minot (LDO).

Zoning Dimensional Standards

The zoning dimensional standards of the plan shall be as follows:

Setbacks

Front - 25'; Side – 5'; Rear – 20', Street Side – 25'

Lot Coverage

Lot coverage, as the term is defined within the LDO, shall be limited to 55%.

Lot Widths

Lot widths are, at a minimum, fifty feet (50') wide for an interior lot and, at a minimum, sixty-five feet (65') for a corner lot.

Building Elevations and Design

Building elevations and design, including specific floor plans and color schemes, must meet the requirements of the LDO, if any.



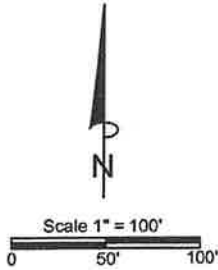
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Highlands N Hill 8th
Lots



PRELIMINARY PLAT OF HIGHLANDS AT NORTH HILL 8TH ADDITION

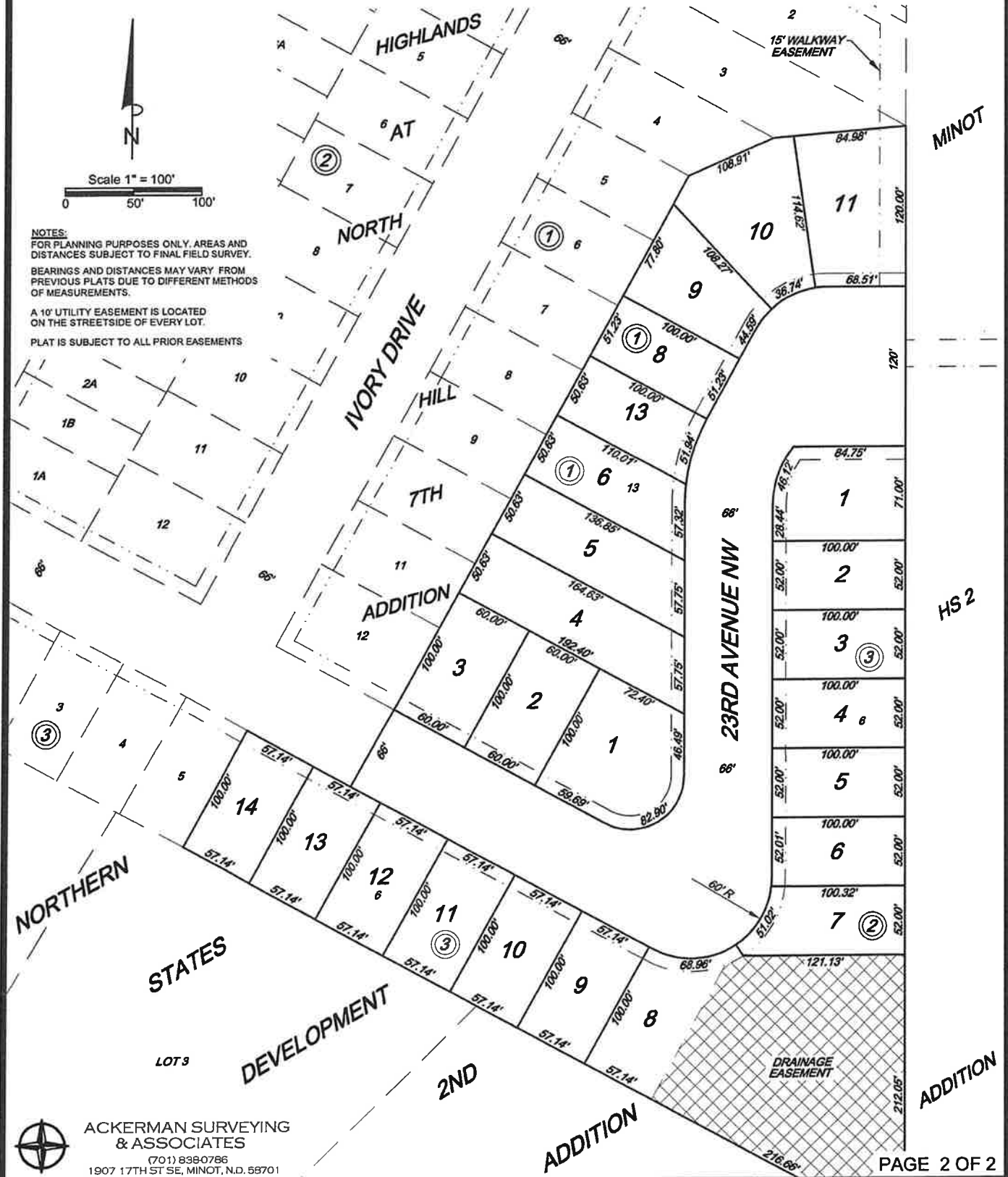
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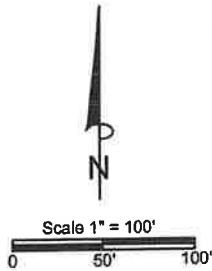
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PAGE 2 OF 2

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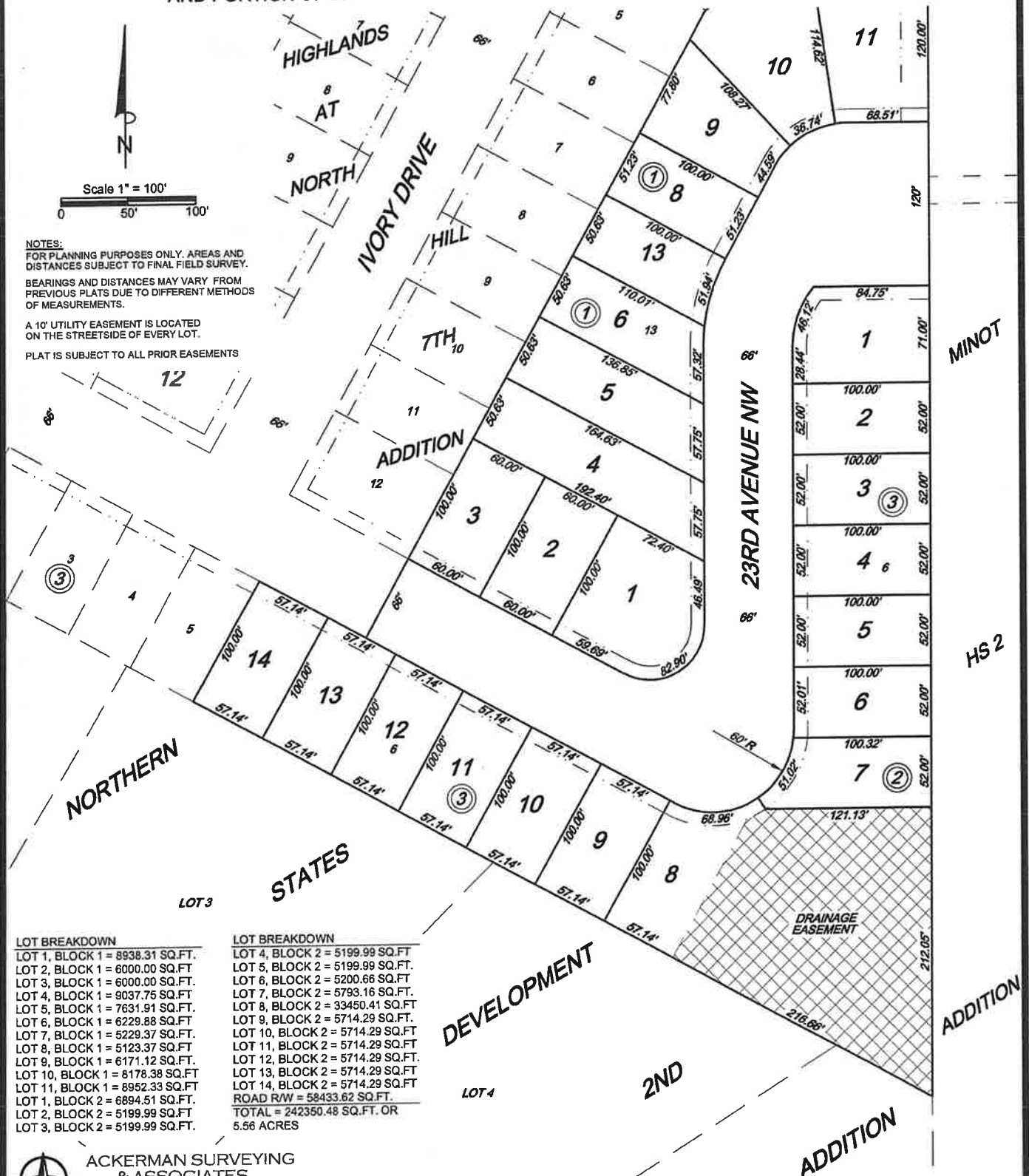
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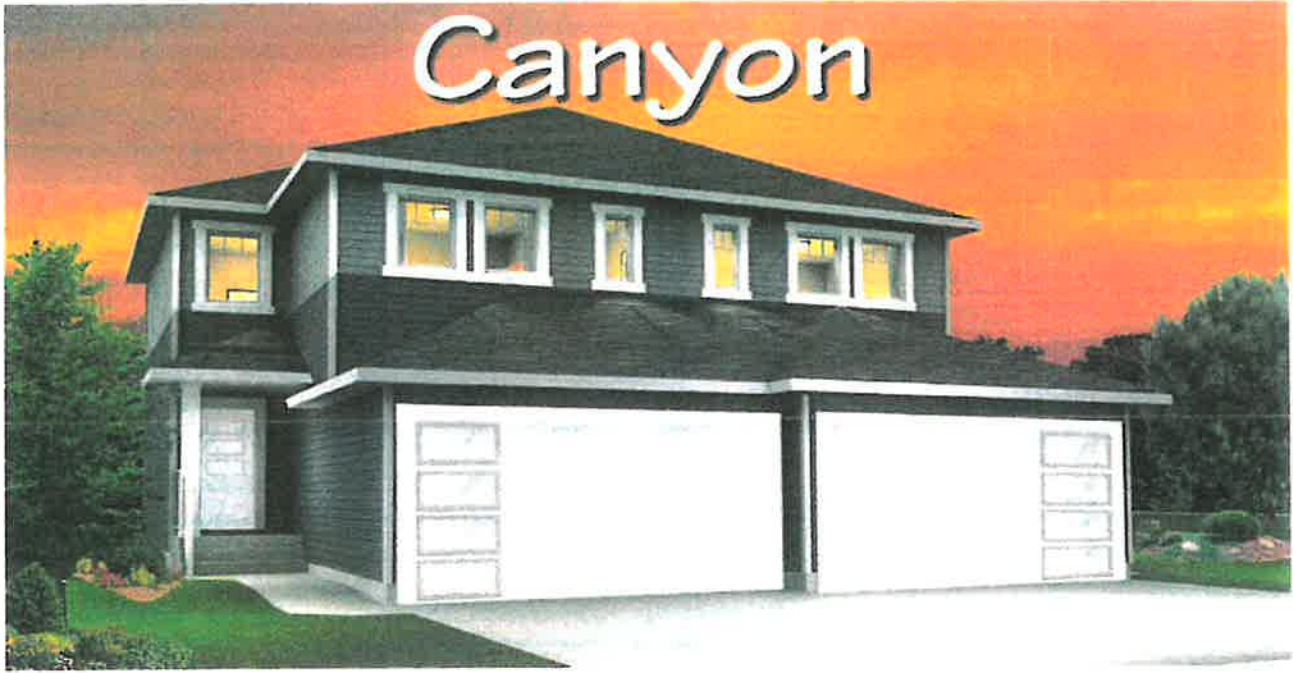
ATTACHMENT A

HIGHLANDS AT NORTH HILL 3RD ADDITION

COLOR PALETTE

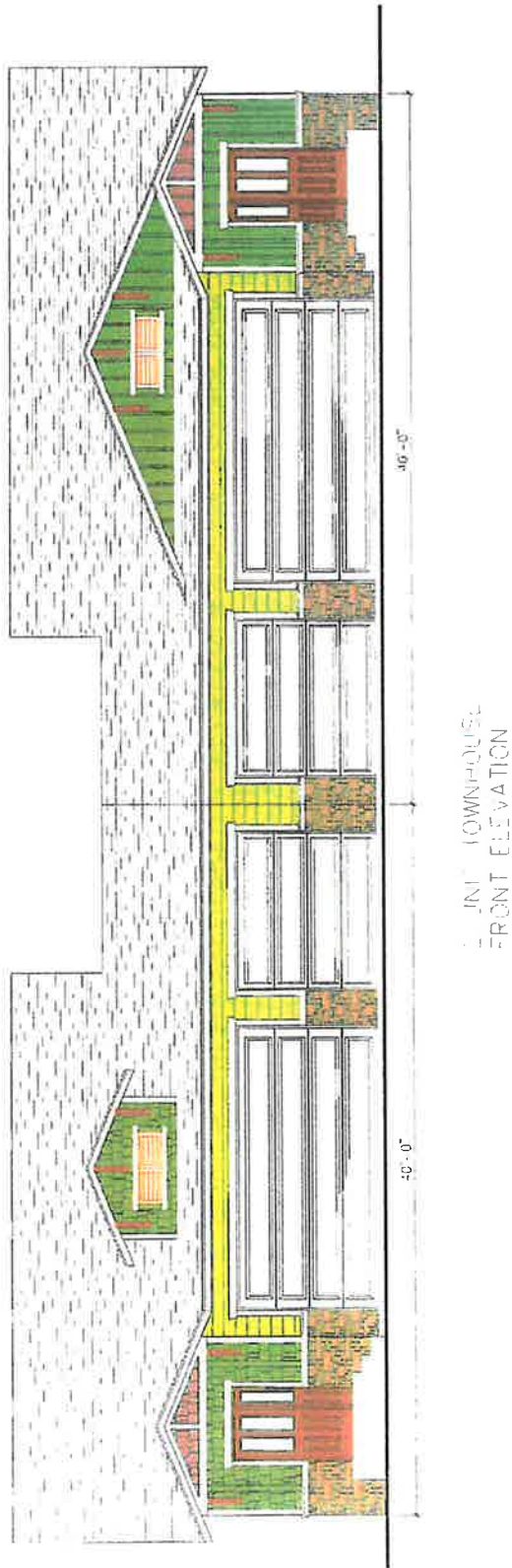






Granite

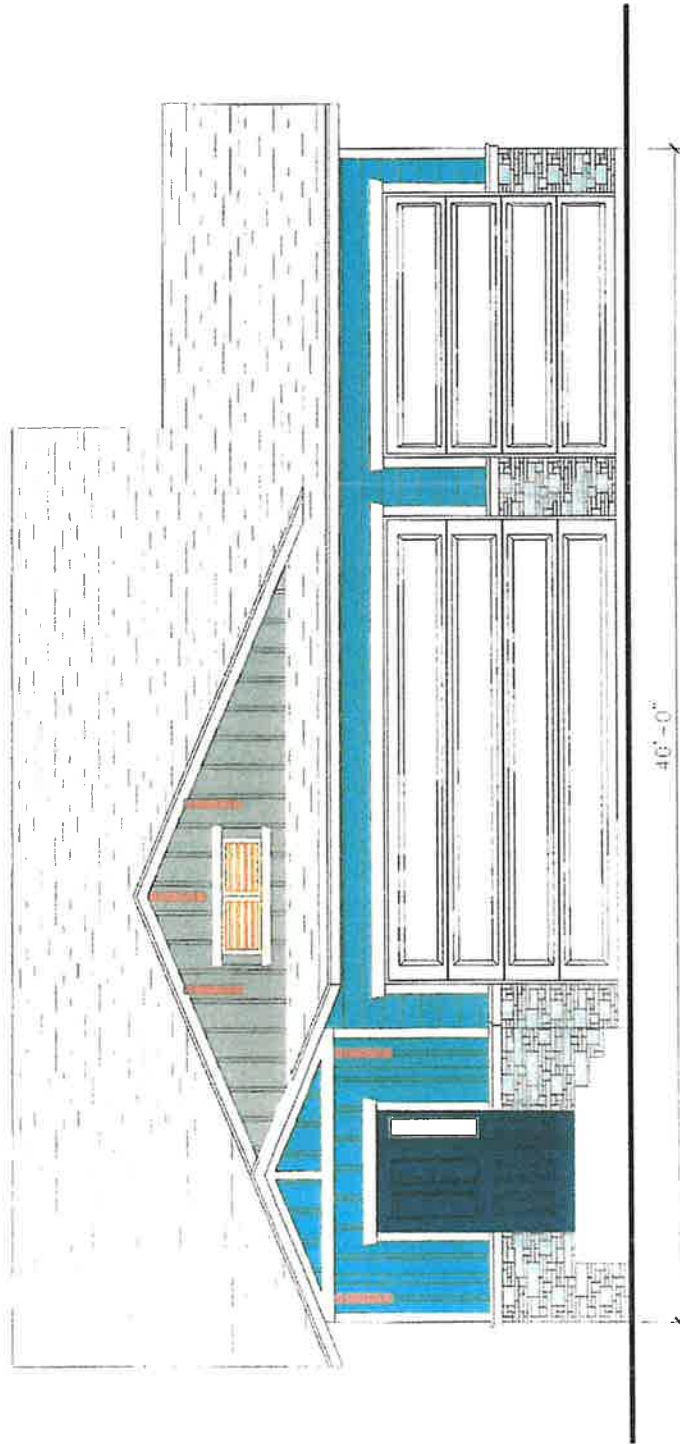




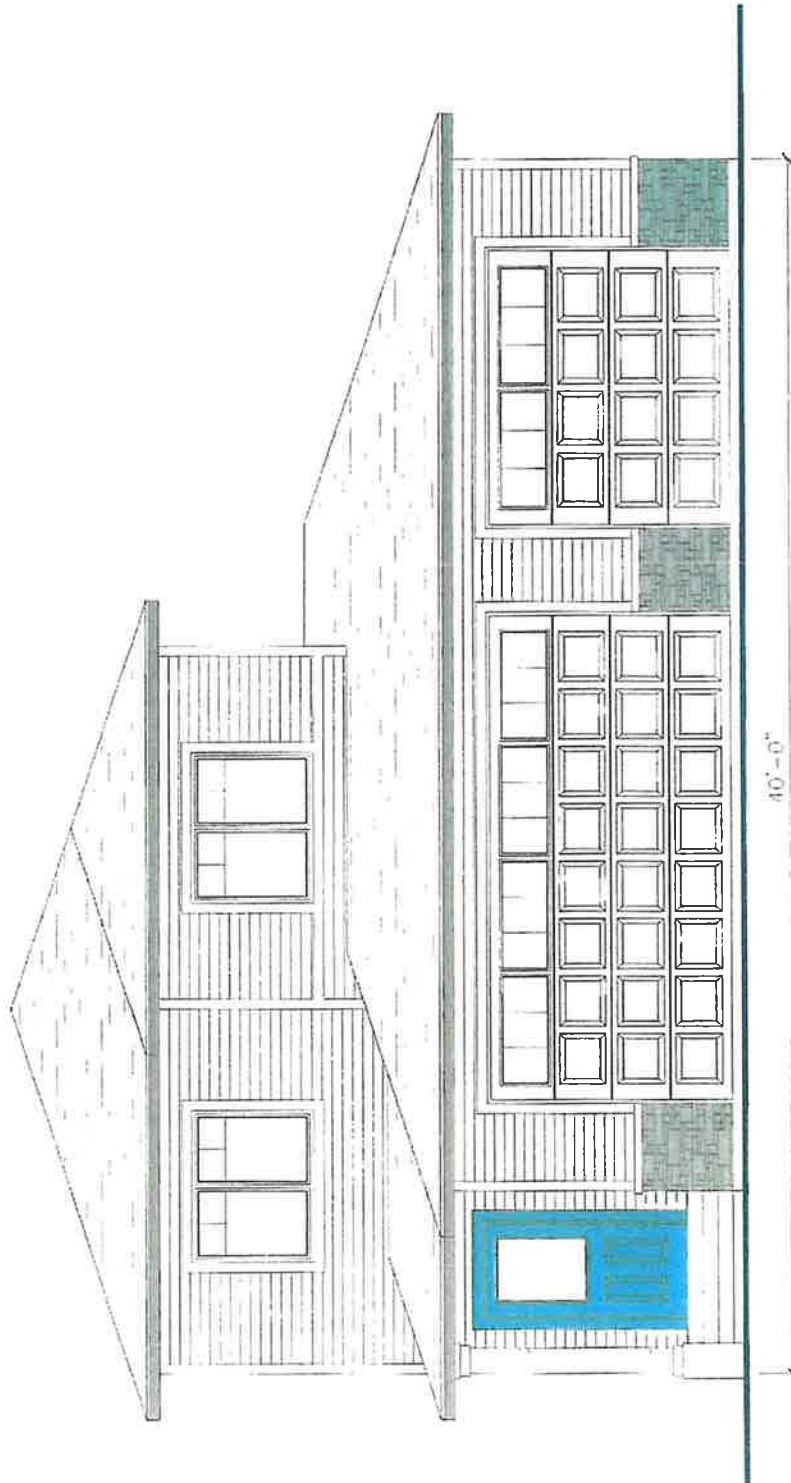


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2



SINGLE FAMILY
FRONT ELEVATION



S.C.P.
 SINGLE FAMIL.
 FRON. ELEVATION







Attachment A



Attachment A



Attachment A



Attachment A



Attachment A



**FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT is made and entered into this 9th day of November, 2022, by and between the City of Minot, a municipal corporation, hereinafter the "City," and the successors to the original Development Agreement, 701 Development, LLP, hereinafter "Developer 1", Four Seasons Construction, Inc., hereinafter "Developer 2", and owners of Lots 3A & 3B, Block 1, Lots 1A & 1B, 7A & 7B, 12A & 12B, Block 2, Lots 1A & 1B, 2A & 2B, 7A & 7B, Block 4, all within the Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota, and Lots 9A & 9B, Block 3 Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota, hereinafter "Landowners." Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Property Owners." The City, Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Parties."

WHEREAS, the City and the original Developer entered into the Development Agreement on August 23, 2017; and

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

WHEREAS, this First Amendment To The Highlands At North Hill 2nd And 3rd Addition Plats Development Agreement (hereinafter the "Agreement"), relates to the Highlands at North Hill 2nd Addition and Highlands at North Hill 3rd Addition, owned by the Property Owners, and located within the City of Minot, whose legal description is Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota and Highlands at North Hill 3rd Addition, to the City of Minot, Ward County, North Dakota respectively (hereinafter the "Property"); and

WHEREAS, the Property was originally platted as Highlands at North Hill 2nd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on November 18, 2015 and assigned instrument number 2992228; and

WHEREAS, a portion of Highlands at North Hill 2nd Addition was re-platted as Highlands at North Hill 3rd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on August 15, 2017 and assigned instrument number 3011101; and

WHEREAS, the Planning Commission recommended City Council approve the zoning map amendment and subdivision plat of Highlands at North Hill 3rd Addition, subject to conditions, on February 27, 2017; and

WHEREAS, the City Council approved the subdivision plat of Highlands at North Hill 3rd Addition and the first reading of Ordinance 5171, a zoning map amendment, subject to conditions, on March 13, 2017; and

WHEREAS, the City Council approved the second reading of Ordinance 5171, a zoning map amendment of Highlands at North Hill 3rd Addition, subject to conditions, on October 2, 2017; and

WHEREAS, the purpose of this Agreement is to amend and supersede the prior development agreement known as Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement, which was recorded with the Ward County Recorder on September 13, 2017 and assigned instrument number 3012010; and.

WHEREAS, the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement condition 9. required the formulation of a home owners association to cover the operation and maintenance of the development's common elements; and

WHEREAS, the original Developer sold its interest in the underlying Property to the Property Owners; and

WHEREAS, the Property Owners desire to remove the requirement for a homeowner's association and coordinate dedication of land and long-term operation and maintenance to be performed by the Minot Park District, hereinafter Park District; and

WHEREAS, there are other methods of ensuring common elements such as stormwater ponds do not become the maintenance responsibility of the City that are preferable given the current arrangement of lots and existing Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, the Parties now desire to amend the Development Agreement; and

WHEREAS, The Parties approved this Agreement and agree that the First Amendment will amend and supersede the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, this Agreement is necessary to ensure the orderly development of the site and expound on, modify, and memorialize the conditions of approval of the Property from October 2, 2017; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree that this First Amendment, with the effective date as described above, supersedes the original Development Agreement in its entirety:

Condition #1 (October 2, 2017 Regular City Council Meeting): Developer's Agreement with the City of Minot is required to be approved and recorded before the plat can be recorded.

- a) This condition is the obligation of the Property Owners.
- b) This condition is fulfilled upon recordation of this Agreement with the Ward County Recorder's Office at Developer 1's expense.

Condition #2 (October 2, 2017 Regular City Council Meeting): The information provided on the plans for the proposed open space areas and associated amenity package shall be made part of the agreement.

- a) This condition is the obligation of Developer 1.

- b) Developer 1 shall continue to work with the Park District with regard to the design of park facilities on Lot 1, Highlands at North Hill 4th Addition.
- c) A financial security valued at 120% of the estimated construction costs for the park facilities must be provided to the Park District by February 1, 2023.
- d) The installation of park improvements on Lot 1, Highlands at North Hill 4th Addition (as depicted on the minor plat application on file with the City and further known as Case # 2022-08-01) shall be finalized no later than September 1, 2023.
- e) If the park improvements are not installed by September 1, 2023 the issuance of new residential building permits shall cease until that time the park improvements are finalized.
- f) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and Park District.
- g) Upon finalization of the installation of park facilities on Lot 1, Highlands at North Hill 4th Addition, Developer 1 shall transfer ownership of the property to the Park District, who will then be responsible for long-term maintenance.
- h) The lots containing the Community Open Space and Access Easement shall be re-platted to remove said easement.
- i) The approximate mid-block pedestrian pathway to connect Ivory St. and Landmark Dr. shall not be required to provide pedestrian connectivity and rather the public sidewalk system shall be relied upon to provide connection to park facilities on Lot 1, Highlands at North Hill 4th Addition. It is acknowledged that Developer 1 is considering a redesign of the layout of lots and streets in the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.). In any event, as part of the existing development or redevelopment, the Developer shall incorporate a public access and maintenance easement twenty feet (20') in width, including the installation of a five-foot (5') wide sidewalk connection with one tree every twenty (20) lineal feet along each side of the sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. Any modification shall be submitted to the Community Development Department and reviewed and processed in accordance with the City's ordinances.
- j) The installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. shall be finalized no later than August 1, 2024.
- k) If the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. is not installed by August 1, 2024, the issuance of new residential building permits shall cease until that time the sidewalk connection is installed.

- l) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and the Park District.
- m) Upon finalization of the installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW., the Park District will be responsible for long-term maintenance of the pedestrian pathway and landscaping improvements contained within the easement.
- n) Building permits will not be issued for the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.) until the five-foot (5') sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW is installed and the required street and utility improvements are completed and approved by the City
- o) The transfer of ownership of proposed Lot 1, Highlands at North Hill 4th Addition, on file at the City, and installation of pedestrian connections shall be considered sufficient to meet the requirements of Chapter 10.4 – Public Land Dedication and no additional park fees are required by the Property Owners.
- p) This condition is fulfilled upon the satisfactory installation of the park and sidewalk connections.

Condition #3 (October 2, 2017 Regular City Council Meeting): Proposed building elevations depicting architectural style and construction materials, finishes and colors shall be made part of the plan.

- a) This condition is the obligation of the Property Owners.
- b) This condition is considered fulfilled as of the second reading of Ordinance 5171 on October 2, 2017.
- c) For clarification, the “plan” is the R2 with a PUD/R4 Plans on file with the City and provided for reference as Attachment A to this Agreement. Modifications to the R2 with a PUD/R4 Plans, if any, must follow the procedures for major or minor change to a PUD as provided in the Land Development Ordinance of the City of Minot (LDO).
- d) For clarification, the setbacks approved by the PUD Plan are twenty-five feet (25') in the front, five feet (5') on the side, and twenty-feet (20') in the rear.
- e) For clarification, the lot coverage allowance is fifty-five percent (55%).
- f) For clarification, the Property Owners collectively or independently may request a zoning map amendment to another designation other than R2 with a PUD/R4 at a future date and the application will be evaluated based on the approval criteria for the respective application types as outlined in the LDO at the time of application. If successful, the

property(ies) subject to the application would no longer need to abide by the R2 with a PUD/R4 Plan on file with the City as provided in Attachment A.

Condition #4 (October 2, 2017 Regular City Council Meeting): Homeowner's association must be created, recorded, and in place for the maintenance of all open space and storm water management areas before plat can be recorded.

- a) This condition is the obligation of Developer 1.
- b) Developer 1 shall either create a homeowner's association, including all Property Owners, or follow the parks improvements and dedication requirements as provided in Condition #2 of this Agreement.
- c) Developer 1 shall complete all of the required improvements identified through the Development Restart Inspection and 2017 Final Punch List as provided in Attachment B and C respectively of this Agreement.
- d) Developer 1 shall submit to the City a financial security meeting the requirements of Section 10.3-21 of the City's Land Development Ordinance, for all improvements identified in Condition #4. c).
- e) Developer 1 shall comply with the approved stormwater management plan (SWMP) on file with the City. Any amendment to the approved SWMP is subject to approval by the City's Engineering Department.
- f) Developer 1 may continue to work with the neighboring property to the north of the Property in an effort to coordinate facilitation of part of the Property's stormwater flows. If possible, the northern stormwater ponds located on Lots 1A & 1B, Block 5, Highlands at North Hill 2nd Addition may seek a re-plat to remove the stormwater easement encumbering these properties and establish new lots to accommodate dwellings. The aforementioned is subject to all City entitlement processes, standards, and specifications and this potentiality is not assurance of approval by the City.
- g) The southernmost stormwater ponds located on Lots 5B & 6A, Block 6, Highlands at North Hill 2nd Addition, if redeveloped, must be incorporated into a lot with a privately-owned primary use/structure to insulate the City from receipt of the land for unpaid taxes.
- h) Developer 1 or one or more maintenance entities created by Developer 1 will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements. This includes any pipes, channels, ponds, and outlet structures located throughout Highlands at North Hill 2nd and 3rd Additions.
 1. An operation and maintenance plan must be submitted to the City for approval before the plat will be recorded.

2. If Developer 1 creates one or more maintenance entities, such as a property owner's association, the association must be officially created and recorded at the Ward County Recorder's Office.
3. Developer 1 consents and agrees that if Developer 1 or a maintenance entity created by Developer 1 does not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to Developer 1 or an entity Developer 1 creates to be responsible for maintenance. The City also reserves the right to place the cost of maintenance on the ad valorem taxes of the benefitting properties.
4. All storm water infrastructure, including but not limited to channels and ponds, outside the right of way, must have an easement (storm water and access) recorded over the improvements. The easement width and location shall be approved by the City Engineer.

Condition #5 (October 2, 2017 Regular City Council Meeting): All amenities for the open space areas including the trail, picnic tables, grills, trees and seeding shall be completed at such time as fifty percent (50%) of the homes are occupied in Lots 1-6, Block 1 and Lots 1-10, Block 2, and Lots 1-7, 8A-10B, Block 3.

- a) This condition is amended via the requirements within Condition #2 of this Agreement.

Condition #6 (October 2, 2017 Regular City Council Meeting): New water and sewer services must be installed to the proposed lots at locations identified per city specifications. The old water and sewer services must be removed back to the water and sewer mains and properly capped.

- a) This condition is amended via the requirements provided by Condition #4 of this Agreement.

Condition #7 (October 2, 2017 Regular City Council Meeting): The developer shall be responsible for installation of the eight-foot wide public sidewalks at all locations shown on the plat in coordination with the Engineering and Public Works Departments of the City.

- a) This condition is the obligation of the Property Owners.
- b) The preference by the City's Engineering Department is for the inclusion of standard five-foot (5') sidewalks throughout the Development. Those sidewalks that are already established as eight-foot (8') sidewalks shall be reconstructed as five-foot (5') sidewalks at the time of necessary repair by the abutting property owner.

- c) All new sidewalks shall be five-foot (5') in width.
- d) The owners of lots adjoining properties with eight-foot (8') sidewalks shall work with the City's Engineering Department on acceptable installation to "taper" the sidewalk from eight-foot (8') to five-foot (5') in those areas of transition. Sidewalks shall be installed at the same time as new residential construction on the respective lot.
- e) This condition is considered fulfilled upon the installation of sidewalks throughout the Development meeting the standards and specifications of the City's Engineering Department.

This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against the Property Owners, their successors and assigns in accordance with its terms.

Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing, signed by the Parties hereto.

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

Property Owners agree to at all times comply and be in compliance with all federal, state, and municipal laws while this agreement is in effect, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions, or in any way connected with Property Owners' activities in connection with this agreement. Property Owners' failure or omission to comply with any such federal, state, or municipal laws will be considered a material breach of this agreement and will justify immediate termination of this agreement by the City.

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

Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this Agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email with confirmed receipt by the receiving party, to the Parties as specified in the signature blocks at the end of this document.

Property Owners agree to indemnify, hold harmless, and defend the City, its officers, employees, and agents, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, the negligent actions, willful misconduct, or omissions of the Property Owners, and the Property Owners' guests invitees, agents, and sub-contractors, including but not limited to actions for personal injury occurring on the Property Owners' property, and damage to the property of any person(s) while participating in Property Owners' activities related to this agreement, or any other cause of action arising from Property Owners' use of their property under this agreement.

In the event of any dispute hereunder or of any action to interpret or enforce this agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, declaratory or injunctive action, at trial, or on appeal.

This agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Property Owners, their administrators, executors, assigns, heirs and any other successors in interests, including any property association.

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this agreement on the day and year first above written.

CITY OF MINOT, ND

By: _____

Thomas Ross, Mayor

Attest: _____

Mikayla McWilliams, City Clerk

Attn: Brian Billingsley, Community and Economic Development Director
PO Box 5006
Minot, ND 58702-5006
Brian.billingsley@minotnd.org



By:

By:

Page 288 of 640

Owner of Lot 3A, Block 1, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Melinda Spraggs

Melinda Spraggs

2505 Granite Drive

Minot, ND 58703

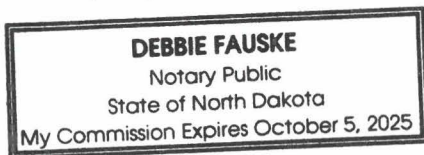
E-mail: Melinda_Spraggs@yahoo.com

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 28 day of Oct, 2022, before me personally appeared Melinda Spraggs known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Debbie Fauske

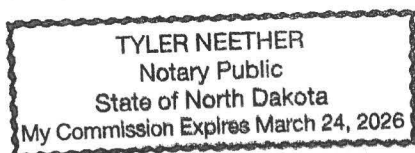
Notary Public, Ward County,
North Dakota.

My Commission Expires: _____

By: 
Richard K Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)



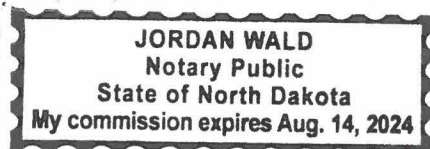


Notary Public, Ward County,
North Dakota.
My Commission Expires:

By: 
Sabine Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



Page 291 of 640

Owner of Lot 1A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____

Joie M Bradford

2518 Granite Drive

Minot, ND 58703

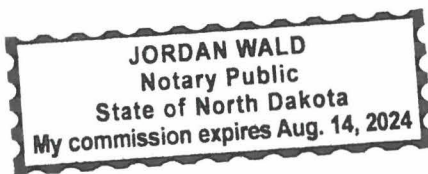
E-mail: _____

STATE OF NORTH DAKOTA)

COUNTY OF WARD) ss

On this 1st day of November, 2022, before me personally appeared Joie M. Bradford known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



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

By: [Signature]
Foster Ingram Gilbert III
2518 Granite Drive
Minot, ND 58703
E-mail: _____

On this 24 day of October, 202_, before me personally appeared Foster Ingram Gilbert, III known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

Page 293 of 640

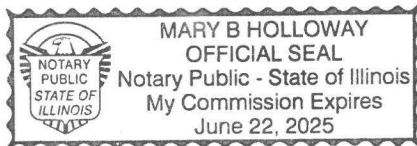
Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Tyler Serr
Tyler Serr
2522 Granite Drive
Minot, ND 58703
E-mail: tylerserr@yahoo.com

Illinois MBH
~~STATE OF NORTH DAKOTA~~)
COUNTY OF St Clair) SS

On this 1st day of November, 2022, before me personally appeared Tyler Serr,
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



Mary B. Holloway
Mary B. Holloway
Notary Public, St Clair County,
~~North Dakota~~ Illinois
My Commission Expires: 06/22/2025

Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Andrea Serr

Andrea Serr

2522 Granite Drive

Minot, ND 58703

E-mail: andrea.serr.2014@yahoo.com

~~NEH~~ Illinois

STATE OF ~~NORTH DAKOTA~~

COUNTY OF St Clair

On this 1st day of November, 2022, before me personally appeared Andrea R. Serr
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



Mary B. Holloway
Mary B. Holloway

Notary Public, St Clair County,

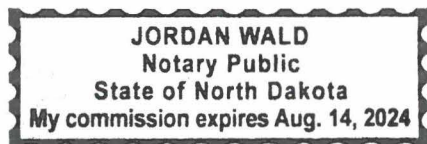
~~North Dakota~~ Illinois

My Commission Expires: 06/22/2025

By: Graysen Trandem
Graysen Trandem
2441 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



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

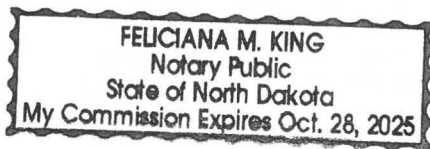
Owner of Lot 12A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: [Signature]
Tyree Tipke
2405 Landmark Drive
Minot, ND 58703
E-mail: ttipke@gmail.com

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

On this 1st day of November, 2022, before me personally appeared Tyree A. Tipke, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



[Signature]
Notary Public, Williams County,
North Dakota.
My Commission Expires: 10/28/2025

By:

2405 Landmark Drive

Minot, ND 58703

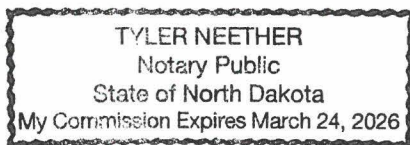
E-mail: Kmtip77@gmail.com

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 23rd day of October, 2022, before me personally appeared Kenatha McNeal-Tob known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

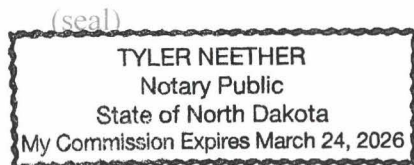


Notary Public, _____ County,
North Dakota.
My Commission Expires: _____

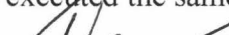
By: Steven Arroyo Baez
Steven Arroyo Baez
2401 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

On this 29th day of October, 2022, before me personally appeared Steven Nino Booz known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.



at he executed the same.



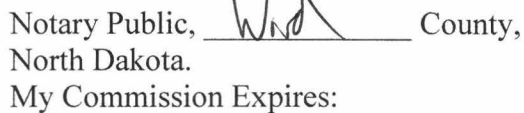
Notary Public, Ward County,
North Dakota.
My Commission Expires:

By:

E-mail:

COUNTY OF

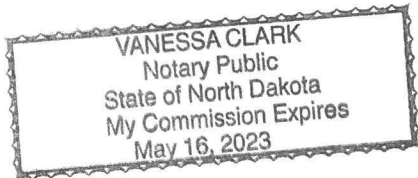
(seal)



By: John Manley
John Manley
2320 Landmark Drive
Minot, ND 58703
E-mail: JOHNIRONMANLEY@GMAIL.COM

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)



Vanessa Clark

Vanessa Clark

Notary Public, Walsh County,
North Dakota.
My Commission Expires: May 16, 2023

Owner of Lot 1A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: [Signature]

Erika Fray

2320 Landmark Drive

Minot, ND 58703

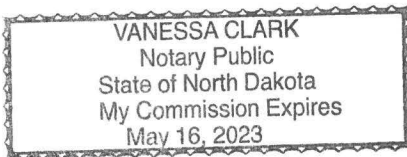
E-mail: ErikaFray@icloud.com

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 29 day of October, 2022, before me personally appeared Erika Fray, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



[Signature]

Vanessa Clark

Notary Public, Ward County,
North Dakota.

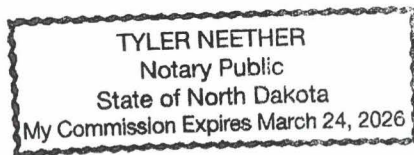
My Commission Expires: May 16, 2023

By:

E-mail: Kylee.Nelsen@gmail.com

COUNTY OF Ward) SS
)

(seal)



at he executed the same.

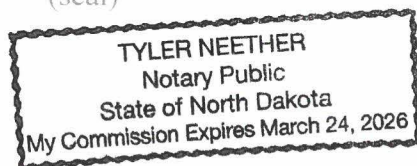


Notary Public, Wood County,
North Dakota.
My Commission Expires:

By: Jonathan Pineda Salvador
Jonathan Pineda Salvador
2328 Landmark Drive
Minot, ND 58703
E-mail: jsalvador7@outlook.com

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)



at he executed the same.



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

By:

Minot, ND 58703

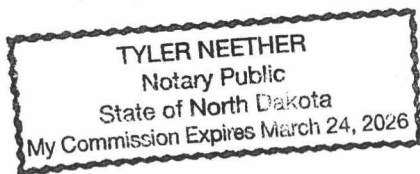
COUNTY OF INAR

Page 305 of 640

By: Michael Kitchen
Michael Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

(seal)

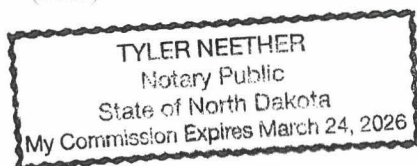


Notary Public, Wood County,
North Dakota.
My Commission Expires:

By: Antania Kitchen
Antania Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)

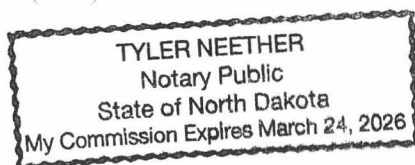


Notary Public, Ward County,
North Dakota.
My Commission Expires:

By: 
Maurice Johnson
2428 Landmark Drive
Minot, ND 58703
E-mail:

STATE OF NORTH DAKOTA)
) SS
COUNTY OF Ward)

(seal)



at he executed the same.



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

Owner of Lot 7B, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Jaclyn Malbrough

Jaclyn Malbrough

2428 Landmark Drive

Minot, ND 58703

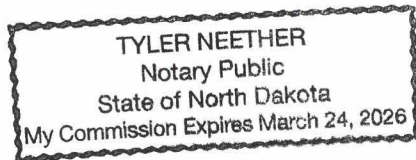
E-mail: _____

STATE OF NORTH DAKOTA)

COUNTY OF Ward) ss

On this 30th day of October, 2022 before me personally appeared Jaclyn Malbrough known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



[Signature]
Notary Public, Ward County,
North Dakota.
My Commission Expires:

By:

Page 310 of 640

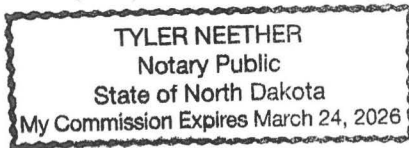
Owner of Lot 9B, Block 3, Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota

By: [Signature]
Emery Jagrup
2522 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022, before me personally appeared Emery Jagrup,
known to me to be the person who is described in, and who executed the within and foregoing
instrument and who acknowledged to me that he executed the same.

(seal)



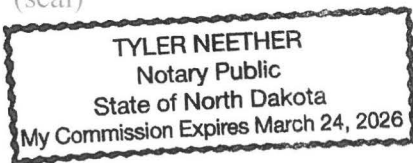
[Signature]

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

By: Meimei Liang
Meimei Liang
2522 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

(seal)



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

ATTACHMENT B



Project: Highlands at North Hill 2 nd & 3 rd Addition	☐ Intermediate Inspection	☒ Final Inspection (Punch List)
Owner: 701 Development, LLP	From: Lance Meyer	
Engineer: Ackerman-Estvold		
To: Andrew Gudmunson, McKenna Gudmunson, Randy Conway	Date: 6/6/2022	
	City Project No: 3958	
Re: Development Restart Inspection	Owner Project No:	

The items listed below were identified during the development walkthrough on May 25, 2022. The items listed are those that were viewed by city staff, the developer, and Ackerman Estvold. Developer must work with city to approve a developer agreement to secure these improvements before permits can be issued. Infrastructure security must be provided by developer per Land Development Ordinance. All improvements must be completed before certificates of occupancy can be issued.

Signed by:

Date:

Inspection Notice

Project: Highlands at North Hill 2 nd & 3 rd Addition	☐ Intermediate Inspection	☐ Final Inspection (Punch List)
Owner Project No:	City Project No: 3958	

Number	Item	Accepted
	Consult with Prairie Engineering (street light designer) to review system integrity. Check to see if wiring can be salvaged in the ground and in the poles. Once the system is connected and powered, a review of the luminaires is required to see if they are operational.	
	Replace lighting feed point cabinet to city specifications.	
	Install ADA ramps at the intersections of Granite Drive/Landmark Drive and Ivory Street/Granite Drive.	
	Install 2 nd lift of asphalt on Granite Drive and Ivory Street	
	Clean, inspect, reseed and establish turf on north detention pond to put the pond in service, also see attached punch list from 2017 for additional requirements. OR explore option to eliminate pond and work with neighboring property owner to acquire an easement	

	to drain storm sewer to larger slough northeast of the development. This will eliminate need for HOA.	
	Clean, inspect, and repair south detention pond to conform to the final design of the system.	
	As recommended by Kemper, install a new gate valve at 23 rd Avenue/Ivory Street to isolate 3 rd phase of development from the water system.	
	Flush, disinfect, and pressure test watermain from the intersection of Landmark Drive/Granite Drive east to Ivory Street and south to end of phase 1 of the development. Repair watermain as necessary to bring system into compliance.	
	Replace lids marked storm sewer with lids marked sanitary sewer where appropriate.	
	Visually inspect sanitary manhole benches on Ivory Street, remove any debris. Lamp lines to see if there is any debris in lines. If debris exists, flush the lines and remove debris.	
	Install missing street lighting system on Granite Drive and Ivory Street. Any new luminaries shall be LED unless electrical engineer says they are not compatible with existing system.	
	Attached final punch list from 2017 needs to be completed before certificates of occupancy are issued.	

ATTACHMENT C



1907 17th Street Southeast · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Williston, ND

Owner: Randy Rimmer

Contractor: Randy Rimmer

Owner Project #: 3958.1

A-E Project: 14120

Engineer: Sean Weeks

Attendance: Phase 1 Final Acceptance Walk Through; 10-25-17 (City of Minot-Ben Cofell, Grant Goldader, David Wicke)
(Developer-Randy Rimmer) (Ackerman-Estvold-Curtis DeVeny)

Date Issued: 10-30-17 Updated 12-05-17

FINAL PUNCH LIST Highlands at North Hill Minot, ND

<u>Date Completed</u>	<u>Items to be Completed</u>
10/31/2017	CBMH 13 Needs grouted
10/31/2017	CBMH 10 Needs grouted
10/31/2017	San MH B grout adjusting rings, wrong lid
	Hydrant at the corner of 23rd & Landmark needs height adjustment
	Locate end of storm sewer near lot 1A or 1 B off of landmark and 23rd, pipe appears to exit through CBMH 23 to the west
10/31/2017	San MH E wrong lid
10/31/2017	Flush sanitary system from MH G to the south, catch flushings
	CBMH 1 needs new grate
10/31/2017	Finish retaining wall on 23rd Ave. and provide all Engineering information
	Backfill behind the curb in all locations
10/31/2017	Bundle and tape tracer wire in all sanitary sewer manholes
	Provide documentation of who is responsible for maintenance behind the retaining wall on 23rd
	Sidewalk on 23rd needs widened to 8'
	CBMH 22 needs grouted
10/31/2017	San Sewer F, wrong lid
10/31/2017	San Sewer G, wrong lid

	San MH 15 remove 2 steps at bottom of manhole, wrong lid
	Complete street lighting system
12/4/2017	Install the outlet structure at the north detention pond
	Storm MH 16 needs cleaned and grouted
	NORTH DETENTION POND: Grout the lifting eyes on the interior pond storm outlet FES. Install FES on the outer discharge pipe. Verify top elevation of the dike. Complete grading, topsoil placement and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. Install trash racks per City of Minot Specifications. 12-04-17
	SOUTH DETENTION POND: Complete the dike around the discharge outlet and verify top elevation. Fill the pond bottom as needed. Install a FES on the outer discharge pipe. Install trash racks per City of Minot Specifications. Complete grading, topsoil and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. 12-04-17
	Fog coat all "boney" areas of the asphalt
	San Sewer MH D - replace broken casting, wrong lid
10/31/2017	San Sewer MH C clean, wrong lid
	Concrete in ROW needs contractor stamp
10/31/2017	Remove plastic on all ADA ramps truncated domes
10/31/2017	Remove test ball from San Sewer MH 1, hydro vac all solids
	21st Ave. storm sewer, install larger washer on tie bolts, seed surrounding area, install erosion control, fill eroded ditch areas with top soil

The Above list items require completion or correction. Please notify the engineer when these items are being completed. Upon completion the final payment processing will begin. This list is not to be construed as a complete tabulation of all items required for project completion, and does not relieve the Contractor of work included in the Contract Documents.

Recorder's Office, Ward, ND 11/22/2022 10:31:46 AM
I certify that this instrument was filed for record this date.
Kristin Kowalczyk, County Recorder

by

3070196





TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: July 7, 2025

SUBJECT: CASE #2025-31 - SUNDRE VALLEY 2ND ADDITION, LOT 1 - MINOR PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

This will consolidate two lots into one lot.

B. Proposed Project

The proposed addresses are 3911 County Road 19 S & unassigned (SR04.017.010.0040).

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

This will consolidate two lots into one lot.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

SUNDRE VALLEY SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

BEING LOTS 3 AND 4 BLOCK 1 OF SUNDRE VALLEY ADDITION
TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA
LYING IN THE NW¼, SECTION 4, TOWNSHIP 154 N, RANGE 82 W,
OF THE 5TH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA

DESCRIPTION:

Know all men by these presents that Christopher G. and Karen J. Kelly, being Owners and Proprietors, of Lots 3 and 4 Block 1 of Sundre Valley Addition to the City of Minot, Ward County, North Dakota, lying in the NW¼, Section 4, Township 154 N, Range 82 W, of the 5th Principal Meridian, Ward County, North Dakota, being more particularly described as follows:

Beginning at the most Northerly Corner of Lot 3 Block 1 of Sundre Valley Addition to the City of Minot, a Plat being on file at the Ward County Recorder's Office, lying in the NW¼, Section 4, Township 154 N, Range 82 W of the 5th Principal Meridian, Ward County, North Dakota; Thence S 40°22'28" E, on a Boundary Line of Lots 3 and 4 Block 1 of said Sundre Addition, a distance of 199.81 FT to the most Easterly Corner of Lot 4 Block 1 of said Sundre Valley Addition; Thence S 49°35'43" W, on a Boundary Line Lot 4 Block 1 of said Sundre Valley Addition, a distance of 199.73 FT to the most Southerly Corner of Lot 4 Block 1 of said Sundre Valley Addition; Thence N 40°27'42" W, on a Boundary Line of Lot 4 Block 1 of said Sundre Valley Addition, a distance of 99.93 FT to the most Southerly Corner of Lot 3 Block 1 of said Sundre Valley Addition; Thence N 40°30'41" W, on a Boundary Line of Lot 3 Block 1 of said Sundre Valley Addition, a distance of 99.86 FT to the most Westerly Corner of Lot 3 Block 1 of said Sundre Valley Addition; Thence N 49°35'21" E, on a Boundary Line of Lot 3 Block 1 of said Sundre Valley Addition, a distance of 200.12 FT, to the Point of Beginning.

Said described tract, of land contains 0.92 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Sundre Valley Second Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.


Christopher G. Kelly


Karen J. Kelly

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 18th Day of June, 2025, before me, a Notary Public in and for said State, Appeared Christopher G. Kelly and Karen J. Kelly, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

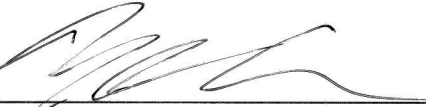
My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027


Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

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


Nathaniel W. Austin P.L.S. #10415

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 18th Day of June, 2025, before me, a Notary Public in and for said State, Appeared Nathaniel W. Austin, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027


Notary Public, State of North Dakota

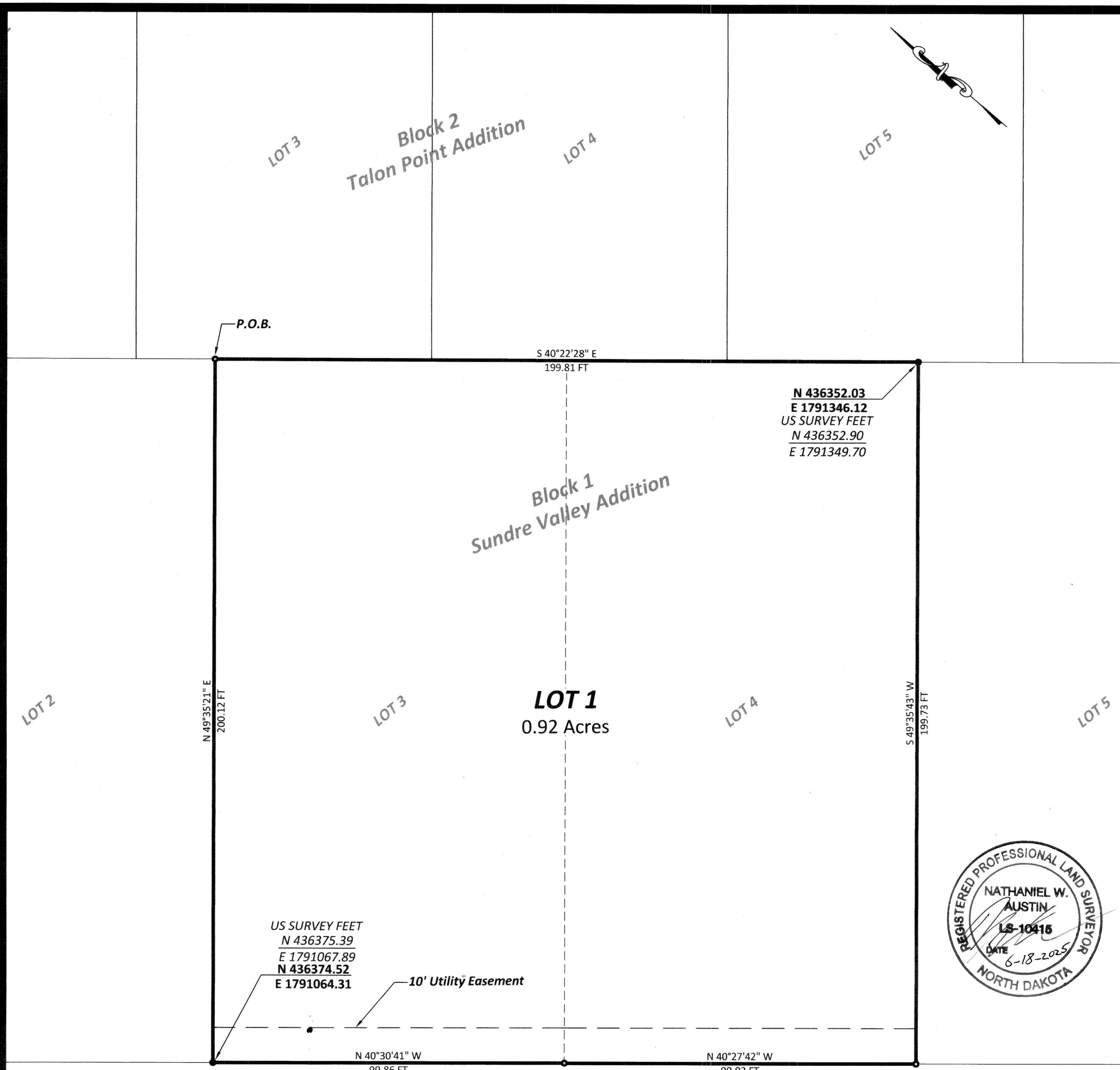
APPROVAL

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

Approved: _____, 2025
Minot City Engineer



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



N 436352.03
E 1791346.12
US SURVEY FEET
N 436352.90
E 1791349.70

US SURVEY FEET
N 436375.39
E 1791067.89
N 436374.52
E 1791064.31

10' Utility Easement

N 40°30'41" W
99.86 FT

N 40°27'42" W
99.93 FT

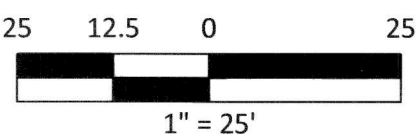


NOTES:

- Basis of Bearing and Coordinates obtained from NGS OPUS Solution NAD 83 North Dakota North (3301) Int. Feet. unless otherwise noted.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior Easements of record.

County Road 19

- Denotes Property Corners Set 18" #5 Rebar with PLS Cap #10415
- Denotes Property Corners Found





TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: July 7, 2025

SUBJECT: CASE #2025-32 - LIECHTY HOMES 7TH ADDITION - FINAL PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

The Liechty Homes 7th Addition Preliminary Plat, Rezone and Annexation was approved on first reading at the June 16th City Council Meeting. Staff Report is included in Attachment B.

B. Proposed Project

The applicant is seeking to realign the property lines.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The applicant is seeking to realign the property lines.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

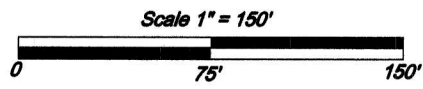
N/A

VI. ALTERNATIVES

Council may approve with or without conditions or deny the request.

LIECHTY HOMES 7TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, LIECHTY HOMES 5TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND AN
UNPLATTED PORTION OF THE S1/2NE1/4 OF SECTION 2, TOWNSHIP 154 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



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

NOTES:

BASIS OF BEARING IS TRUE NORTH.

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

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

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

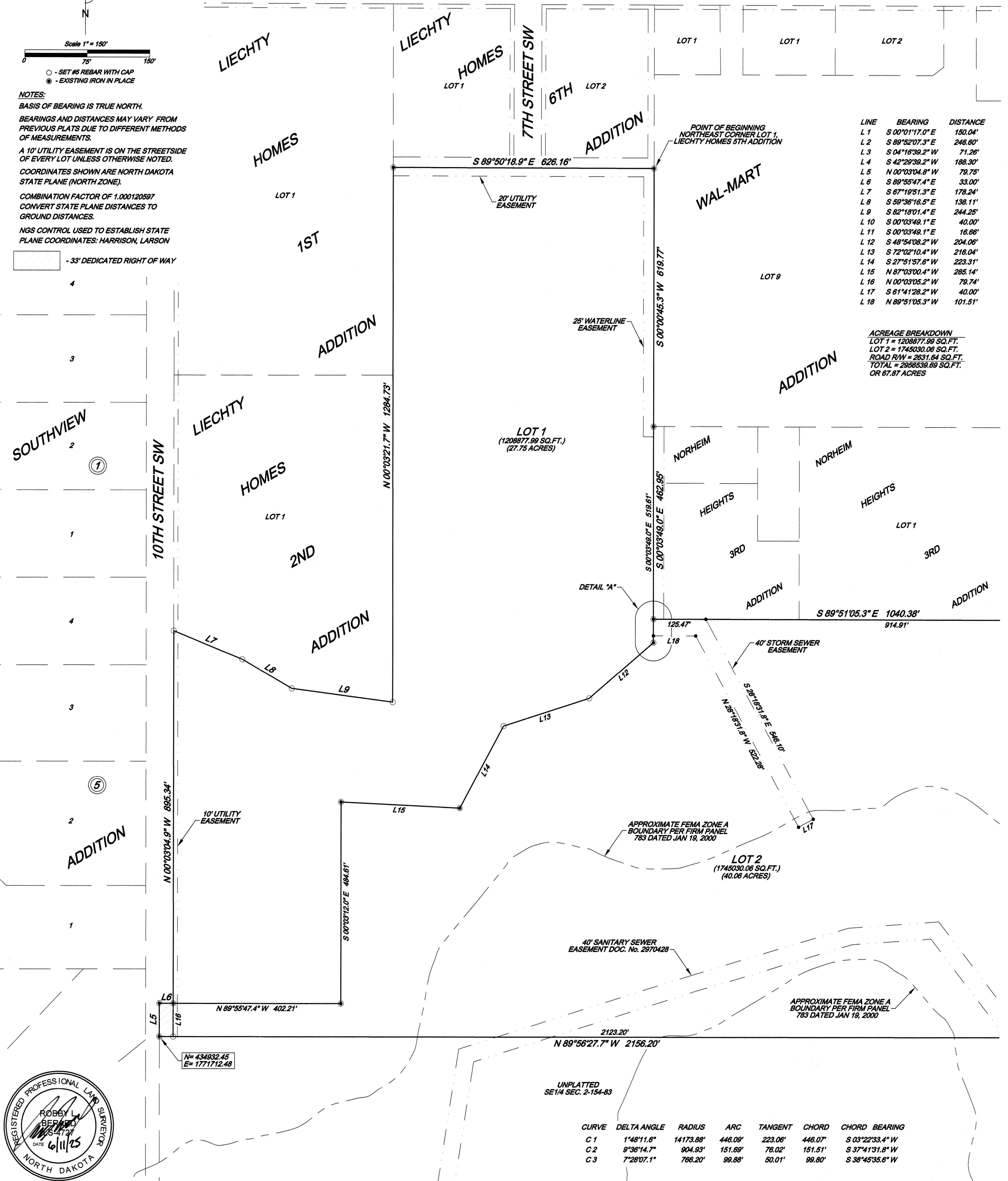
COMBINATION FACTOR OF 1.000120597
CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

NGS CONTROL USED TO ESTABLISH STATE PLANE COORDINATES: HARRISON, LARSON

33' DEDICATED RIGHT OF WAY

LINE	BEARING	DISTANCE
L 1	S 00°01'17.0" E	150.04'
L 2	S 89°52'07.3" E	246.60'
L 3	S 04°16'39.2" W	71.26'
L 4	S 42°29'39.2" W	188.30'
L 5	N 00°03'04.8" W	79.75'
L 6	S 89°55'47.4" E	33.00'
L 7	S 67°19'51.3" E	178.24'
L 8	S 59°36'16.5" E	138.11'
L 9	S 82°18'01.4" E	244.25'
L 10	S 00°03'49.1" E	40.00'
L 11	S 00°03'49.1" E	16.66'
L 12	S 48°54'08.2" W	204.06'
L 13	S 72°02'10.4" W	216.04'
L 14	S 27°51'57.6" W	223.31'
L 15	N 87°03'00.4" W	285.14'
L 16	N 00°03'05.2" W	79.74'
L 17	S 61°41'28.2" W	40.00'
L 18	N 89°51'05.3" W	101.51'

ACREAGE BREAKDOWN
LOT 1 = 1208877.99 SQ.FT.
LOT 2 = 1745030.06 SQ.FT.
ROAD R/W = 2631.64 SQ.FT.
TOTAL = 2955539.69 SQ.FT.
OR 67.87 ACRES



CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	1°48'11.6"	14173.88'	446.09'	223.06'	446.07'	S 03°22'33.4" W
C 2	9°36'14.7"	904.93'	151.69'	76.02'	151.51'	S 37°41'31.8" W
C 3	7°28'07.1"	766.20'	98.88'	50.01'	98.80'	S 38°45'35.6" W



ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

SHEET 1 OF 3
JOB #49-25

(BEING LOT 1, LIECHTY HOMES 5TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND AN UNPLATTED PORTION OF THE S1/2NE1/4 OF SECTION 2, TOWNSHIP 154 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT LIECHTY MOBILE HOMES, INC., BEING OWNER AND PROPRIETOR OF LOT 1, LIECHTY HOMES 5TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND LIECHTY HOMES, INC., BEING OWNER AND PROPRIETOR OF AN UNPLATTED PORTION OF THE S1/2NE1/4 OF SECTION 2, TOWNSHIP 154 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 1, LIECHTY HOMES 5TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 00°00'45.3" W, A DISTANCE OF 619.77 FEET; THENCE S 00°03'49.0" E, A DISTANCE OF 462.95 FEET; THENCE S 89°51'05.3" E, A DISTANCE OF 1040.38 FEET; THENCE S 00°01'17.0" E, A DISTANCE OF 150.04 FEET; THENCE THENCE S 89°52'07.3" E, A DISTANCE OF 246.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 83; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 83 AND A CURVE TO THE RIGHT A DISTANCE OF 446.09 FEET, SAID CURVE HAVING A RADIUS OF 14173.88 FEET AND A CHORD OF 446.07 FEET WHICH BEARS S 03°22'33.4" W; THENCE S 04°16'39.2" W, A DISTANCE OF 71.26 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 151.69 FEET, SAID CURVE HAVING A RADIUS OF 904.93 FEET AND A CHORD OF 151.51 FEET WHICH BEARS S 37°41'31.8" W; THENCE S 42°29'39.2" W, A DISTANCE OF 188.30 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 99.88 FEET, SAID CURVE HAVING A RADIUS OF 766.20 FEET AND A CHORD OF 99.80 FEET WHICH BEARS S 38°45'35.6" W TO THE SOUTH BOUNDARY OF THE NE1/4 OF SAID SECTION 2; THENCE N 89°56'27.7" W; ALONG THE SOUTH BOUNDARY OF THE NE1/4 OF SECTION 2, A DISTANCE OF 2156.20 FEET TO THE WEST BOUNDARY OF THE NE1/4 OF SAID SECTION 2; THENCE N 00°03'04.8" W, ALONG THE WEST BOUNDARY OF THE NE1/4 OF SECTION 2, A DISTANCE OF 79.75 FEET; THENCE S 89°55'47.4" E, A DISTANCE OF 33.00 FEET; THENCE N 00°03'04.9" W, A DISTANCE OF 895.34 FEET; THENCE S 67°19'51.3" E, A DISTANCE OF 178.24 FEET; THENCE S 59°36'16.5" E, A DISTANCE OF 138.11 FEET; THENCE S 82°18'01.4" E, A DISTANCE OF 244.25 FEET; THENCE N 00°03'21.7" W, A DISTANCE OF 1284.73 FEET; THENCE S 89°50'18.9" E, A DISTANCE OF 626.16 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 67.87 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS LIECHTY HOMES 7TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE STREET RIGHT OF WAYS AND EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.


CURT LIECHTY, PRESIDENT
LIECHTY MOBILE HOMES, INC.


CURT LIECHTY, PRESIDENT
LIECHTY HOMES, INC.
(NOW OWNER OF LOTS 1 AND 2
LIECHTY HOMES 7TH ADDITION)

STATE OF NORTH DAKOTA
COUNTY OF Stutsman

ON THIS 13th DAY OF June, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED CURT LIECHTY, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

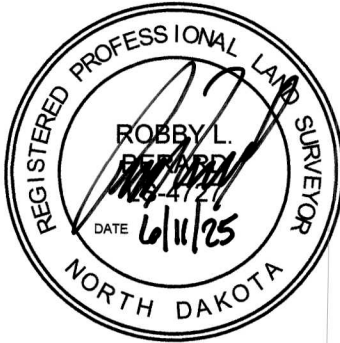

NOTARY PUBLIC, COUNTY OF Stutsman, STATE OF NORTH DAKOTA



SURVEYOR'S CERTIFICATE

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


ROBBY L. BERARD, RLS NO. 4727

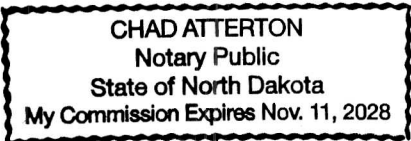


STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 11th DAY OF June, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:


NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA



APPROVED:

DATE:

CITY OF MINOT ENGINEER



**Planning Commission
Staff Report**

Application Date: 04/25/2025
Date of Staff Report: 05/16/2025
Planning Commission Meeting: 06/03/2025

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

Case Number: 2025-20

Project Name: Liechty Homes 7th Addition –
Prelim Plat, Annex, Zone Change

Current Legal Description: See Project
Description

Proposed Legal Description: Lots 1 & 2 of Liechty
Homes 7th Addition to the City of Minot

Present Address: Unaddressed

Representative: Rob Berard, Ackerman Surveying

Owner: Liechty Homes Inc.

Entitlements Requested: Preliminary Plat approval,
Zoning Map Amendment from “Ag” Agricultural District
to “MH” Manufactured Home District on Lot 1 and
Annexation of realignment of Lot 1

Present Zone(s): “Ag” Agricultural District, “MH”
Manufactured Home District

Present Use(s): Mobile Home Community,
Agricultural Land

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

Present Future Land Use Map Designation:
Manufactured Home Community, Ag and Open
Space

Proposed Zone(s): “MH” Mobile Home District

Proposed Use(s): No Change on Lot 2, expansion of
mobile home community on realignment of Lot 1

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

Proposed Future Land Use Map Designation: No
Change

PROJECT DESCRIPTION:

Public hearing request by Curt Liechty, Liechty Homes Inc., owner for a request of a preliminary plat, zone change and annexation on a property zoned “MH” Mobile Home District and “AG” Agricultural District. The

Preliminary Plat is for Liechty Homes 7th Addition. The legal description for the properties are Lot 1 Liechty Homes 5th Addition to the City of Minot, Ward County, North Dakota and S1/2 NE1/4 Less Outlots 6, 8, 9, 10 and 11 and a portion of Liechty Homes 2nd & 3rd Additions, Walmart, Liechty Homes 5th Addition, Road and HWY right-of-way, Section 2, Township 154 N, Range 83 W, Ward County, North Dakota.

The subject properties addresses are unassigned (Portion of mobile home community located at 3725 10th St. SW).

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

BACKGROUND INFORMATION:

The property owner seeks to realign, annex and rezone Lot 1 from “AG” Agricultural (AG) to “MH” Manufactured Home District (MH). The subject property was designated Manufactured Home and Ag and Open Space in the 2040 Comprehensive Plan. Annexation will address its position adjacent to city limits and will be evaluated by City Council along with the recommendation from Planning Commission on the preliminary plat and zoning map amendment request.

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

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

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

STAFF ANALYSIS:

Annexation:

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

Subdivision Design Standards:

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

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

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

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

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

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

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied.

Section 10.3-12 relating to block design is not applicable.

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

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

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

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

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

Zoning Map Amendment Analysis:

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

The subject property future land use designation is Ag and Open Space and Manufactured Home Community, which aligns with the proposed zone change to “MH” Manufactured Home District for the realignment of Lot 1. Staff finds no future land use map amendment is necessary.

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

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or by in order to fulfill the future land use map of the Comprehensive Plan. The request stems from an effort to realign lots that currently align zoning with the Future Land Use Map, as the “MH” Manufactured Home District is a complimentary zone to the Manufactured Home Community designation on the FLU map and “AG” Agricultural district is a complimentary zone to Ag and Open Space with the change being a minor realignment of the property boundaries. Section 9.1-7 H. 1 is satisfied.

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

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the zoning map amendment to “MH” Manufactured Home District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with manufactured homes or agricultural uses. Section 9.1-7. H. 3. is satisfied.

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

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and the following comment was received:
 - a. City of Minot Engineering Department
 - i. regulatory floodplain must be shown on final plat

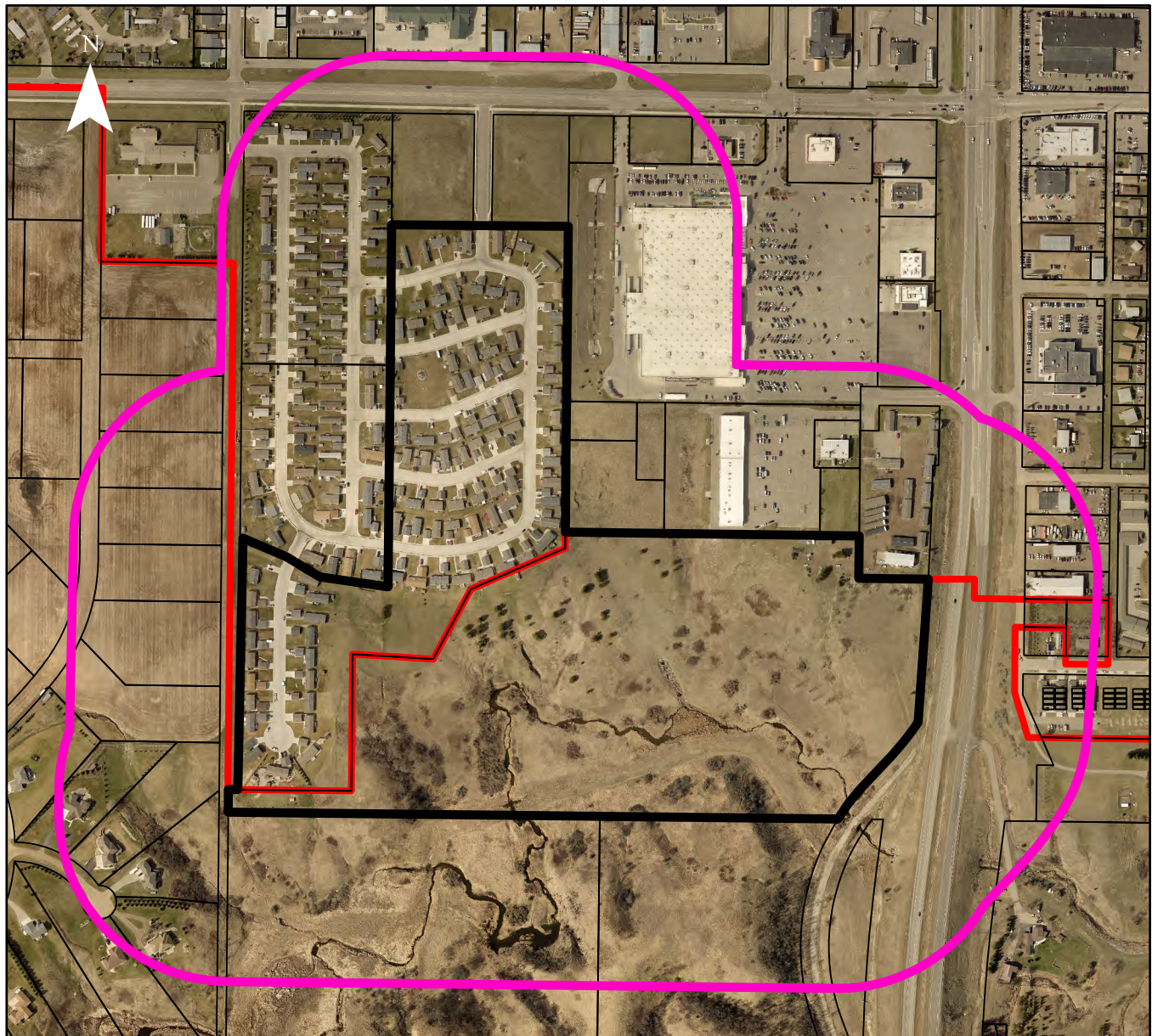
FINDINGS OF FACT:

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

- 1) The applicants have submitted a complete application for annexation, preliminary plat and zoning map amendment.
- 2) The applicant's request is consistent with the bulk requirements of Chapter 2.4 – "MH" Manufactured Home District of the Land Development Ordinance of the City of Minot (LDO).
- 3) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.
- 4) The present zoning is "MH" Manufactured Home District & "AG" Agricultural District.
- 5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Manufactured Home Community and Ag and Open Space.
- 6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Manufactured Home Community and Ag and Open Space and the proposal is to zone the property as "MH" Manufactured Home District is in alignment with the FLU map designation.
- 7) Section 9.1-7 H. 2 is satisfied, as the City and other public agencies will be able to provide services to support the request.
- 8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.
- 9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.
- 10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

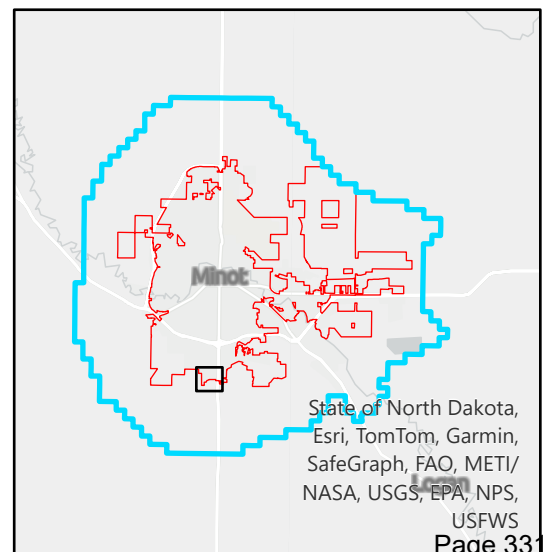
RECOMMENDATION:

Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a zoning map amendment from "Ag" Agricultural District to "MH" Manufactured Home District and Planning Commission recommend approval of the preliminary plat without conditions.



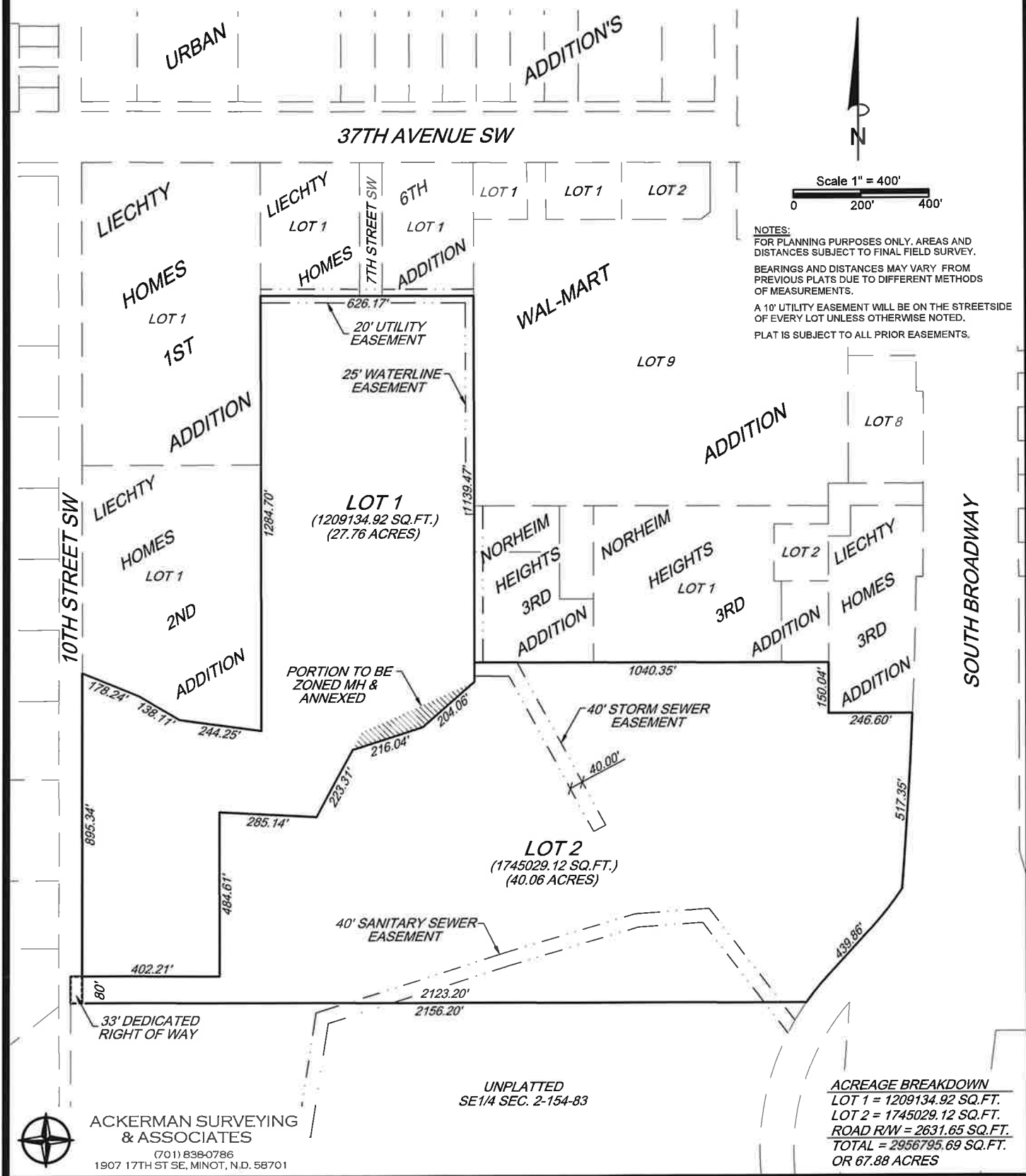
0 395 790 1,580 Feet

- Two Mile Boundary
- City Limits
- Case # 2025-20
- Case # 2025-20 Notification Area

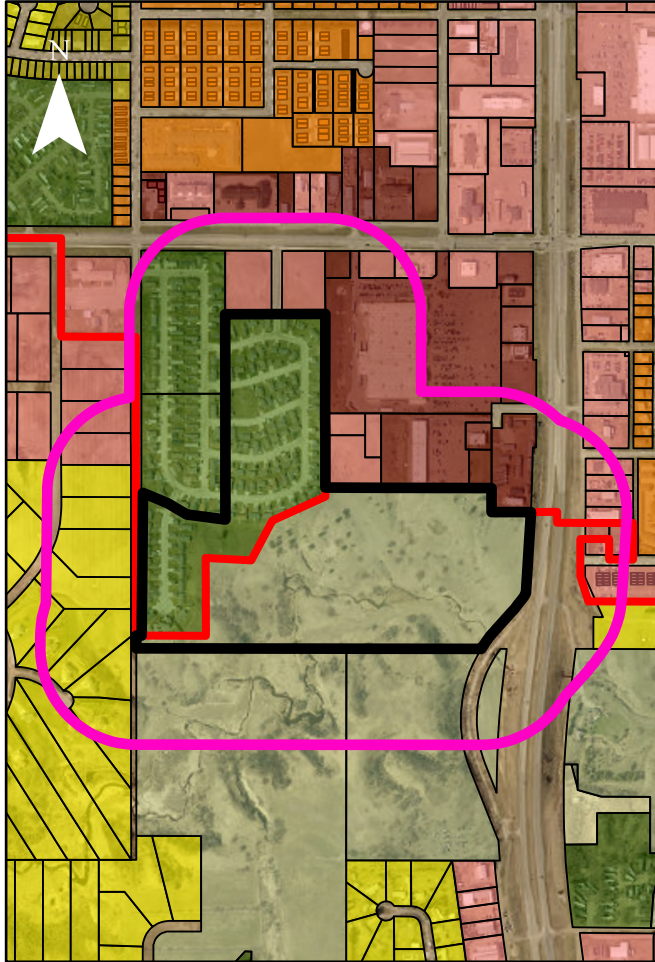


PRELIMINARY PLAT OF LIECHTY HOMES 7TH ADDITION

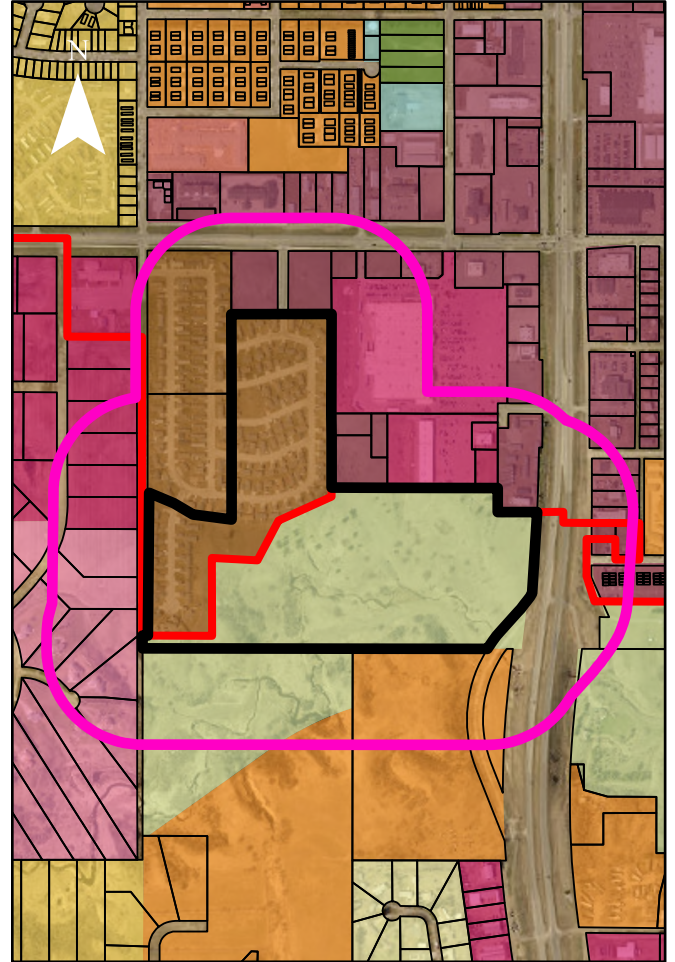
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 1, LIECHTY HOMES 5TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA
AND AN UNPLATTED PORTION OF THE S1/2NE1/4 SECTION 2, TOWNSHIP 154 NORTH,
RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA)



ZONING



FUTURE LAND USE



0 500 1,000 2,000 Feet

Zoning

	AG
	C2
	C4
	MH
	R1

Both Maps

	Case # 2025-20
	Case # 2025-20 Notification Area

Land Use Type

	Public Institutional
	General Commercial
	Gateway Commercial
	Neighborhood Commercial
	Parks And Recreation
	Urban Residential
	Manufactured Home Community
	Suburban Residential
	Gateway Commercial
	Mixed Use Center

Agricultural and Open Space

Exhibit 4 – Site Photos



Facing Southwest



Facing South



Facing Southeast



TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst
Kelli Kronschnabel, Fire Chief

DATE: July 7, 2025

SUBJECT: MOU 5 CES AND CITY OF MINOT FIRE DEPARTMENT EMS SUPPORT

I. RECOMMENDED ACTION

It is recommended City Council approve the MOU to work with the USAF for EMS support in bike patrol operations and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Finding individuals to cover partial shifts for overtime can be difficult at times. The MOU allows us to minimize the Minot Fire personnel use and utilize the USAF as a resource.

B. Proposed Project

This MOU allows the Minot Fire Department to work with the USAF in EMS support with the bike patrol. This will save time and money in finding firefighters to cover overtime shifts with bike patrol. This also allows us to strengthen the relationship with the Minot Air Force Base

C. Recommendation Detail

Minot Fire Department looked for capable agencies to collaborate with to offer the best service available to the citizens and visitors to the City of Minot. Ideally, this MOU will be signed and put in place before the start of the NDSF.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The ability to utilize the USAF in EMS support gives us the opportunity to save on overtime from the Minot Fire Department while offering more resources to the public. This service will be very beneficial during the NDSF.

C. Fiscal Impact

Project Costs

- 0 List the cost components and dollar amounts

This MOU will have no additional financial impact on the MFD.

Project Funding

- 0 Place the name of the account or line item. N/A

VI. ALTERNATIVES

State the alternatives to this project. The alternatives need to be viable options and there should be at least two: one would be some other approach and what the results of that alternative would be and the second would be not to do the project and what the result would be. An alternative would be to use only MFD personnel. This could cause complications in filling overtime for these positions and also inflate the cost of employee overtime for this service. Alternative two would be to not offer the bike patrol and table the service until a financially appropriate time.

CONTROLLED UNCLASSIFIED INFORMATION (CUI)

MEMORANDUM OF UNDERSTANDING

BETWEEN

5TH CIVIL ENGINEER SQUADRON

MINOT AFB FIRE EMERGENCY SERVICES

MINOT AIR FORCE BASE

UNITED STATES AIR FORCE

AND

THE CITY OF MINOT

FOR

EMERGENCY MEDICAL SERVICES SUPPORT

FB4528-25XXX-5 CES and City of Minot for EMS Support

This is a memorandum of understanding (MOU) between the 5th Civil Engineer Squadron (5 CES), United States Air Force and the City of Minot. When referred to collectively, the 5 CES and the City of Minot are referred to as the “Parties.”

1. **BACKGROUND:** This MOU outlines a framework of cooperation for emergency medical services support between the 5 CES, Minot AFB Fire and Emergency Services, United States Air Force and the City of Minot.

2. **PURPOSE:** The purpose of this MOU is to allow Minot AFB Fire and Emergency Services Emergency Medical Responders (EMR) and Emergency Medical Technicians (EMT) to provide emergency medical support to the City of Minot during sanctioned events in the City of Minot when the Minot Fire Department does not have the staffing to support these events. USAF staff personnel will utilize provided bicycles to patrol and respond to calls for service.

3. **UNDERSTANDINGS OF THE PARTIES:** The parties acknowledge and agree to the following:

3.1. The 5 CES—

3.1.1. While performing emergency medical services support, USAF staff will be under the supervision of the City of Minot Fire Department Fire Officer's and Chief Fire Officer's.

3.1.2. It is understood and agreed that there will be no expenses incurred by the Air Force under this agreement.

3.1.3. USAF staff will fall under the medical control of the City of Minot Fire Department Medical Director.

3.1.4. USAF staff will only operate under their respective training, licensure, and scope of practice.

3.1.5. When support is requested by the City of Minot Fire Department, Minot AFB Fire and Emergency Services will assign national and/or state licensed EMR and/or EMT as staffing allows.

3.2. The City of Minot—

3.2.1. All relevant and required medical equipment, supplies, bicycles, and associated safety equipment will be provided to USAF staff by the City of Minot.

3.2.2 The City of Minot reserves the right to refuse acceptance of any USAF staff member and/or bar any USAF staff member when it is determined that further participation would not be in the best interest of the City of Minot.

3.2.3. When requesting USAF staff for bicycle emergency medical support, the City of Minot Fire Department will make a formal staffing request to Minot AFB Fire and Emergency Services at least 72 hours prior to an event.

4. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. GENERAL PROVISIONS:

5.1. POINTS OF CONTACT (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the 5 CES:

5.1.1.1 Keith R. Salzman, Assistant Fire Chief, 5 CES/CEF, 701-723-1141, keith.salzman.2@us.af.mil:

5.1.1.2. Robyn L. Roberts, Deputy Fire Chief, 5 CES/CEF, 701-723-2461, robyn.roberts.1@us.af.mil

5.1.2. For the City of Minot:

5.1.2.1 Kelli Kronschnabel, Fire Chief, Minot Fire Department, 701-857-4740 , kelli.kronschnabel@minotnd.gov:

6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to:

6.2.1. The 5 CES: 896 Flightline Drive, Minot AFB, ND 58705

6.2.2. City of Minot Fire Department: 2111 10th St SW, Minot, ND 58701

6.3. FUNDS AND MANPOWER. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

6.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

6.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties

6.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party.

6.7. TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

6.8. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE. This MOU expires on December 31, 2030.

6.11. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

APPROVED:

FOR THE 5 CES

Signature

Lt Col Khary Davis, Commander

(Date)

FOR THE CITY OF MINOT

Signature

Mayor, City of Minot

(Date)

Mid-Point Review Due Date: July 1, 2028

Mid-Point Review completed by: _____
Signature and Name of Reviewer



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: July 7, 2025

**SUBJECT: PERKETT DITCH IMPROVEMENTS - RIGHT OF ENTRY AGREEMENT
WITH CP RAIL**

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the right of entry agreement with CP Rail.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In 2017, improvements were made to Perkett Ditch from 30th St. SW to approximately one block west of 18th St. SW as part of the Mouse River Enhanced Flood Protection Project. Part of the improvements included constructing a concrete channel in Perkett Ditch to improve the conveyance of storm water. This project will remove sediment from the ditch and extend the concrete channel, providing more efficient drainage and maintenance of the ditch.

B. Proposed Project

The proposed project was bid with three units to provide an opportunity to remove units should the bids come in higher than expected. The bid came in at approximately 40% above the estimated project cost and council approved moving forward with only Unit 1 at the April 7, 2025 council meeting. Unit 1 will finish the last portion of the project from 2017 and connect to a culvert downstream. This unit includes work within CP Rail's right of way. As such, a right of entry agreement is needed with CP Rail in order to complete the project.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Engineer's Estimate Unit 1 \$122,925.00

Contractor's Low Bid Unit One \$177,230.00

Project Funding

This project will be funded through Storm Sewer Maintenance Account
No. 14059000-44503.

VI. ALTERNATIVES

N/A

RIGHT OF ENTRY LICENSE AGREEMENT

THIS RIGHT OF ENTRY LICENSE AGREEMENT (hereinafter called, “**ROE License Agreement**”) is made by and between:

1. PARTIES

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as CPKC with general offices at:

Address	Contact Info	
Canadian Pacific Plaza 120 South 6th St. – Suite 500 Minneapolis, Minnesota 55402	Name:	Greda Lynn
	Phone:	612-258-6619
	Email	Greda.Lynn@cpkcr.com

hereinafter called “**CPKC**,”

and

City of Minot, whose address is:

Address	Contact Info	
10 3 rd Ave. SW Minot, ND 58701	Name:	Veronica Meyer
	Phone:	701-857-4140
	Email	Veronica.meyer@minotnd.gov

hereinafter called “**Licensee**,” each individually being referred to herein as “**Party**” and collectively as “**the Parties**.”

2. PROPERTY; SCHEDULE; GRANT OF LICENSE;

2.1. Property

CPKC hereby grants Licensee a license to enter in and upon certain property owned or controlled by CPKC in Minot, ND near **railroad mile post** +/- on the **Subdivision**, as shown upon the map labeled **Exhibit A** that is attached hereto and made a part hereof (“the Property”),

2.2 Work Schedule

For the sole for the purpose of performing, generally, the following activities: Regrading the existing Perkett Ditch and constructing a concrete channel (the “Work”) within the scope and in the manner described in Licensee's plans, specifications, and special provisions and which have been approved by CPKC's Designated Engineering Representative.

2.3. Grant of License

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this ROE License Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.4. Agreement To Be Available At Work Site

Licensee shall keep a copy of this ROE License Agreement at the Work site and shall make it available upon demand by any employee or agent of CPKC.

3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

3.1. Term

The term of this ROE Agreement shall

Commence at 12:01 am on **July 7, 2025**, the “**Commencement Date**,” and

Expire at 11:59 pm on **September 26, 2025**, the “**Expiration Date**,”

the “**Term**.” Upon agreement between CPKC and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this ROE License Agreement.

3.2. Effective Date

This ROE License Agreement shall become effective upon the date that it has been signed by the Parties.

3.3. Expiration

This ROE License Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this ROE License Agreement, the preceding sentence shall not terminate or limit any Claim by CPKC against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this ROE License Agreement shall remain in effect for those wells until the earlier of the following:

- (i) the date they are properly closed (i.e., sealed and abandoned in accordance with applicable legal requirements) by Licensee; or
- (ii) the date CPKC assumes ownership of such wells pursuant to section 10.8.

3.4. TERMINATION; EXCLUSION:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this ROE License Agreement is terminable by CPKC prior to the Expiration Date in the event Licensee breaches any of its obligations under this ROE License Agreement. The early termination of this ROE License Agreement shall not terminate or limit any claim by CPKC against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this ROE License Agreement, any employee or agent of CPKC may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

4. PAYMENTS

4.1. License Fee

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CPKC the sum of **One Thousand Five Hundred Dollars (\$1,500.00)**.

4.2. Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal, or any other service or commodity connected with the Work, collectively “**Utility Service**.” If any Utility Service fee is in common with CPKC or other parties,

Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CPKC or such other party for its share. It shall be a default in the terms of this ROE License Agreement if it can be shown that Licensee has not made such payments within 30 days if due to CPKC, or within 60 days if payable to any other party.

4.3. Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CPKC, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CPKC against any Claims (as defined in this ROE License Agreement) arising out of or connected with such lien.

4.4. Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to CPKC or its designee the costs for flagging, track changes, or damage, or other such charges as may be provided by this ROE License Agreement or that CPKC may reasonably impose in connection with Licensee's Work.

4.5. Due Dates; Penalties; Other Charges

4.5.1. Due Dates

Any item, submission, or payment required to be made shall be deemed timely made if received by the other Party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission, or payment.

4.5.2. Late Fees

In addition to any amounts payable by Licensee to CPKC, Licensee shall pay CPKC a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CPKC's Accounting Department that is in effect at the time that that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.5.3. Fines & Service Fees

In addition to any other amounts payable by Licensee to CPKC, Licensee shall pay CPKC for any bank fines or service incurred by it in connection with the handling, non-payment, return, or currency conversion incurred by CPKC in connection with processing of any payment made by Licensee to CPKC.

4.6. Work At No Cost To CPKC:

The Work completed by Licensee shall be performed at no cost to CPKC.

5. CONTACT, NOTICES, ETC.

5.1. Contact Persons; Communications

Communications pursuant to this ROE License Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either Party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other Party.

5.2. Notices

Except as otherwise provided in this ROE License Agreement, all notices pursuant to this ROE License Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the Party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3. Notification Prior To Beginning Work

Licensee must notify CPKC in writing at least seven (7) days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed so that CPKC may arrange for the necessary flagging protection.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CPKC

6.1. Permitted Uses

6.1.1. The Work

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other kind of activities as may be approved by CPKC in writing.

6.1.2. Government Authorities

Licensee may permit governmental authorities with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CPKC (by telephone or other means calculated to bring the matter to CPKC's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities to enter the Property for any other purpose.

6.2. Prohibited Uses and Activities

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this ROE License Agreement or as may be approved of in writing by CPKC. Specifically, Licensee shall not:

6.2.1. Advertising

permit any advertisements or signs upon the Property;

6.2.2. Use of Hazardous Substances

without prior written disclosure to and approval by CPKC, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3. Use of Premises for waste treatment or as storage or disposal facility

cause or allow the Property or any of CPKC's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any similar state statute or local ordinance; or

6.2.4. Subleasing Prohibited.

sublease the Property or the permissions or rights herein granted in any manner or form.

6.3. Reservations and Rights of CPKC

6.3.1. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CPKC and any other duly-authorized third party/lessee in connection with their duly-authorized activities and operation, including but not limited to the movement of railroad trains and

equipment and the repair of railroad track, structures, communications, and appurtenances thereto.

6.3.2. Reservation of prior and future uses not inconsistent with Licensee's activities.

The rights herein granted to Licensee to conduct the Work are subject to the rights granted in all other licenses, permits, and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements that exist or may be placed upon, across, above or underneath the Property by CPKC, or its employees, agents, licensees, grantees, representatives or invitees. Further, CPKC reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

6.3.3. Monitoring

CPKC may elect to be present during the conduct of the Work and to monitor same.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions. For purposes of this ROE License Agreement:

7.1.1 "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses which may be related to any Claims);

7.1.2 "Environmental Law" or "Environmental Laws" means all Governmental Requirements that, in any way, govern or regulate Licensee's Work or activities arising from or relating to or resulting from such Work for the protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and vegetation), including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 5101 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. §§ 136 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f et seq., all as amended from time to time, or hereafter enacted;

7.1.3 "Governmental Requirements" shall mean all federal, state, and local laws, statutes, ordinances, regulations, codes, standards, guidance, judicial or administrative orders, consent decrees, binding judgments, or the orders of any public agency or authority, or association, or other similar requirements, now or hereafter in effect, in each case as amended or supplemented from time to time, that, in any way, govern or regulate Licensee's Work on or use of the Property or activities arising from or relating to or resulting from such Work on or use of the Property.

7.1.4 "Hazardous Substance" or "Hazardous Substances" means any substance, class of substances, or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human or animal health including, without limitation:

- a. radioactive, explosive, poisonous, corrosive, flammable, or toxic substances or materials;
- b. toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity;
- c. any substance, chemical, or material declared to be hazardous or toxic under any Governmental Requirements applicable to CPKC, Licensee, or the Property;
- d. any Waste containing hazardous biological material;
- e. any substance that, if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by humans or by any animal, fish, or plant; and
- f. any solid, liquid, gas, or odor or combination of any of them that, if Released, creates or contributes to a condition that:
 - i. endangers the health, safety, or welfare of humans;
 - ii. interferes with the normal enjoyment of life or property; or
 - iii. causes damage to plant life, animal life, or to property.

7.1.5 “**Release**” or “**Released**” means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or spreading of any Hazardous Substance into the environment, as “environment” is defined in CERCLA or any other Governmental Requirement;

7.1.6 “**Response**” or “**Respond**” means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess, or abate the Release of a Hazardous Substance;

7.1.7 “**Use**” as a verb, shall be broadly defined to include all uses, including without limitation to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend, or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements.

7.2.1 Tenants and Licensees in possession of Property

Before entering the Property to perform the Work, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CPKC will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities And Structures

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD “Canadian Pacific Call before You Dig” at 1-866-291-0741 or [call b4udig@cpkcr.com](mailto:b4udig@cpkcr.com)** for Signal, Fiber Optics, and Power for CPKC Facilities on Canadian Pacific Right of Way and the State’s “ONE CALL” a minimum of five (5) business prior to commencing any excavation, boring, or earth-moving on the Property.

- c. CPKC will cooperate with Licensee to identify the location of underground utilities and structures known to CPKC, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws

Licensee shall secure, at no expense to CPKC, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any Environmental Laws or other laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CPKC against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property to perform the Work.

7.2.4 Compliance With CPKC Safety Requirements; Identification

- a. While on the Property, Licensee shall comply with the safety requirements of CPKC, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CPKC. CPKC's safety requirements are set forth in the "**CPKC SAFETY REQUIREMENTS FOR CONTRACTORS – United States**", which accompanies this ROE License Agreement as **Exhibit B**, and in CPKC's current safety handbook. One free copy of the current safety handbook will be provided to the Licensee by the CPKC contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CPKC safety requirements that would apply to a CPKC employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent, or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for CPKC operations.
- c. Licensee and every employee, agent, or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CPKC may reasonably require.

7.3 Work In Close Proximity To Railroad Operations; Drainage:

7.3.1 Interference With Railroad Operations

Licensee shall keep CPKC fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CPKC trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 Clearance

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CPKC prior to performing such work or placing such equipment or obstruction.

7.3.3 Flagging

Licensee must make arrangements with CPKC for such flagging or watchman service for the protection of railroad traffic. However, the fact that CPKC provides such service shall not relieve Licensee from any liability under this ROE License Agreement. CPKC's labor and material additives are subject to change without notice to Licensee, and CPKC shall

be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 Certain Work Close To Track Not Permitted; Lateral Support:

- a. Unless otherwise agreed to in writing by CPKC, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks;
- b. Unless otherwise agreed to in writing by CPKC, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CPKC permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CPKC any measure that is required to prevent the collapse, erosion, or impairment to said land or tracks.

7.3.5. Storm Water

Licensee shall not, without the advance written approval of CPKC, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, between CPKC and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CPKC for the construction, maintenance, repair, and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches, and related to improvements required for Licensee's compliance with this section.

7.3.6. Fencing

Licensee shall, as applicable and at no cost to CPKC, construct and maintain during the term hereof a fence acceptable to CPKC in the location(s) designated on **Exhibit A**. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1. Property clean, safe and free from nuisances

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe, and sanitary condition, and free from accumulations of waste materials, debris, or refuse.

7.4.2. Release of Hazardous Substances

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3. Response Actions

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. Give rise to any Claim under any Environmental Law,

- b. Cause a public health or workplace hazard, or
- c. Create a nuisance.

7.5. Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

The Licensee shall, as applicable and upon written request by CPKC, provide CPKC with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

The Licensee shall promptly notify CPKC of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3. Notices, summons citations, etc.

The Licensee shall promptly provide CPKC with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens, or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state, or local agency or authority, or any other entity or individual, concerning:

- a. Any Release of a Hazardous Substance on, to or from the Property,
- b. The imposition of any lien on the Property, or
- c. Any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4. Other Reports

Licensee shall, at CPKC's option and at no cost to CPKC, provide CPKC a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency acting in a regulatory capacity, then Licensee shall also give CPKC a reasonable time (not less than five (5) working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CPKC's comments with respect to the draft of that Report. Licensee will promptly provide CPKC with a copy of any final Report.

7.6. CPKC's Right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in Section 7.5.3 above in connection with any response action taken pursuant to Section 7.4.3 above, Licensee shall notify CPKC of and permit CPKC to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans, and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

7.7. Restoration of Property;

Upon completion of the Work or expiration or early termination of this ROE License Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CPKC, taking into account the necessary changes associated with

the agreed-to construction by Licensee of an underground box culvert, its approaches, drainage, and all work incidental thereto). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CPKC and in accordance with all applicable laws, all at no expense to CPKC.

8. LIABILITY

8.1. Damage To Tracks, Facilities, And Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CPKC are damaged in connection with the Work, CPKC shall repair (or arrange for the repair of) such damage, and Licensee shall pay the full cost of such repair within 30 days after CPKC shall tender a bill therefor.

8.2. Assumption Of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CPKC or third persons, and Licensee shall not make any claim against CPKC on account of same, even if such disturbance, damage, or destruction arises from the negligence of CPKC or its employees, agents, lessees, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3. Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify, defend, and hold harmless the CPKC Indemnified Parties (as defined below) against all Claims (as defined in this ROE License Agreement) arising out of, resulting from or relating to any loss of (or damage to) any property, natural resource, or business or any injury to (or death of) any person, where such loss, damage, injury, or death actually arises (whether directly or indirectly, wholly or in part) from the Work, any action or omission of Licensee while on or about the Property pursuant to this ROE License Agreement, or the exercise by Licensee of the license granted by this ROE License Agreement. As used in this ROE License Agreement, CPKC Indemnified Parties, individually and collectively, means (a) CPKC, (b) CPKC's directors, officers, stockholders, employees, agents, invitees, insurers, parents, affiliates, subsidiaries, predecessors, successors, and assigns, and (c) anyone acting on behalf of any person or entity described in (a) or (b).

9. INSURANCE.

9.1. During the Term of this ROE License Agreement, Licensee shall at its own cost and expense, take out and keep in full force and effect:

9.1.1. Commercial General Liability Insurance

Commercial General Liability Insurance policy with an inclusive limit of not less than Ten Million Dollars (\$10,000,000) per occurrence for personal injury, bodily injury, death or property damage, or any other increased amount as CPKC may

reasonably require upon conducting reviews from time to time. Such insurance shall specifically state by its wording or by endorsement:

- a. CPKC, together with its associated parents, affiliates, and subsidiaries (and the directors, officers, employees, agents, and trustees of all of the foregoing) shall be named as an additional insured with respect to the Licensee's indemnity obligations under this ROE License Agreement;
- b. The policy shall contain a "cross-liability" or "severability of interest" clause which shall have the effect of insuring each entity, person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each;
- c. Blanket contractual liability, including the insurable liabilities and obligations assumed by the Licensee under this ROE License Agreement;
- d. Broad form completed operations;
- e. Tenants' legal liability;
- f. Sudden and accidental pollution liability; and
- g. Shall not exclude operations on or in the vicinity of the railway right-of-way.

9.1.2. Automobile Liability and Property Damage Insurance

Automobile public liability and property damage insurance in an amount not less than Five Million dollars (\$5,000,000) all-inclusive covering the ownership, use and operation of any motor vehicles and trailers licensed for use on public highways and which are owned, non-owned, licensed, or controlled by Licensee or its agents or Licensee Representatives, and used in regards to this ROE License Agreement.

9.1.3. Workers Compensation Insurance

Workers compensation insurance which shall be in strict accordance with the requirements of the most current and applicable state workers compensation insurance laws, and employers' liability insurance, including occupational disease insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the Federal Employers Liability Act (FELA), United States Longshore and Harbor Workers Compensation Act (USL&H), and the Merchant Marine Act of 1920 ("Jones Act"). Licensee shall, before any services are commenced under this ROE License Agreement submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this ROE License Agreement. CPKC Indemnified Parties shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

9.1.5. Environmental Pollution Legal Liability Insurance:

Pollution Legal Liability insurance in respect of the operations of Licensee thereon against claims including but not limited to bodily injury, property damage and clean-up costs, indemnifying and protecting CPKC and Licensee, their respective employees, servants, agents, contractors and invitees, the amount of which will be determined based on the risks associated to the products being handled, to the inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence or such amounts as CPKC may reasonably require from time to time. Such insurance shall provide 1) offsite coverage on a sudden & accidental basis and 2) onsite coverage on a gradual and sudden & accidental basis. Such insurance shall specifically state by its wording or by endorsement that:

- a. the policy extends to cover the contractual obligations assumed by Licensee under the Agreement with CPKC;

- b. the policy shall name CPKC as an additional insured; and
- c. the policy shall contain a "cross-liability" clause.

9.2. Insurance No Limit on Liabilities

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this ROE License Agreement.

9.3. Form/Type of Insurance Policies

The insurance coverage required to be maintained pursuant to this ROE License Agreement shall be primary, and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take the place in the form of an occurrence-basis policy, and not a claims-made policy.

9.4. Subrogation

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this ROE License Agreement.

9.5. Cancellation Notice to CPKC

The insurance coverages above shall be endorsed to provide CPKC with not less than thirty (30) days' written notice in advance of cancellation.

9.6. Contractual Endorsement

Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this ROE License Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

9.7. Insurance Documentation

Licensee shall, prior to the effective date of this ROE License Agreement, and upon the insurance renewal date thereafter for the duration of the Term of this ROE License Agreement, furnish to CPKC Certificates of Insurance evidencing the above coverages by email to CPKC@ebix.com. Upon request, Licensee shall provide CPKC with certified copies of the insurance policies. Such notice shall be by registered mail to the specific attention of: Risk Management, Canadian Pacific Railway Company, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.

9.8. CPKC's Review of Insurance Documentation

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its insurance coverage is not in compliance with this ROE License Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.

9.9. Maintenance of Insurance Coverage/Termination Option

CPKC reserves the right to maintain the insurance coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to obtain and maintain the insurance coverage required in this ROE License Agreement, Licensee is not permitted access to the Property until Licensee has received written approval from CPKC or CPKC may, at its option, terminate this ROE License Agreement without notice.

10. GENERAL PROVISIONS

10.1. **Survival of Indemnity Provisions.**

The indemnification provisions of this ROE License Agreement shall survive its expiration or termination.

10.2. **Mere License.**

The permissions encompassed by this ROE License Agreement constitute a mere license to use the Property for the specified purpose of Licensee's performance of the Work and does not create any estate or interest in the Property.

10.3. **No Warranty Of Title.**

CPKC does not warrant that it has good title to the Property.

10.4. **Assignment; Binding Effect:**

This ROE License Agreement may not be assigned by Licensee without the advance written consent of CPKC. Subject to the preceding sentence, this ROE License Agreement shall be binding upon, and inure to the benefit of, the Parties' respective successors and assigns.

10.5. **Governing Law:**

This ROE License Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located, without reference to the choice of law rules of that state.

10.6. **Entire Agreement:**

This ROE License Agreement is the full, complete, and entire agreement of the parties with respect to Licensee's licensed right of entry upon the Property as set forth herein, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this ROE License Agreement.

10.7. **Headings:**

The headings used in this ROE License Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this ROE License Agreement.

10.8. **Singular And Plural:**

As used in this ROE License Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this ROE License Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.9. **Duplicate Copies & Counterparts.**

This ROE License Agreement may be executed in counterparts, which together shall constitute one and the same document. The Parties may execute more than one copy of this ROE License Agreement, each of which shall constitute an original.

[Remainder of this page left blank; signatures on the following page]

11. SIGNATURES.

THE PARTIES have executed this ROE License Agreement as evidence of their agreement to the terms herein.

City of Minot, North Dakota

SOO LINE RAILROAD COMPANY (“CPKC”)

By: _____
Mark Jantzer
Mayor

By: _____
Greda Lynn
Grade Crossing Coordinator

Date: _____

Date: _____

Exhibit A
Map of the Property

Exhibit B

CPKC SAFETY REQUIREMENTS FOR CONTRACTORS – UNITED STATES



TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: July 7, 2025

SUBJECT: QUENTIN BURDICK JOB CORPS MOU

I. RECOMMENDED ACTION

It is recommended City Council approve the MOU to continue to assist Quentin Burdick Job Corp Center and authorize the Mayor to sign the attached agreement.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

Minot Police Department has had an MOU with Job Corps in the past. It is beneficial to have an MOU in place to continue a good working relationship with Burdick Job Corps.

B. Proposed Project

This MOU essentially gives the MPD another resource for investigating incidents that happen on the QBJCC grounds. These criminal matters are handled by the MPD anyway, but QBJCC offers the assistance of the Safety and Security Manager and staff.

C. Recommendation Detail

MPD has had an MOU in place previously with the QBJCC. MPD was approached by QBJCC to continue to have an active MOU.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

This MOU will improve the relationship, our service to, and the quality of our services with QBJCC,

C. Fiscal Impact

Project Costs

List the cost components and dollar amounts

There is no financial component to this MOU

Project Funding

Place the name of the account or line item. N/A

VI. ALTERNATIVES

An alternative to this MOU would be to draft a different MOU from the City of Minot attorney's office. This MOU has been reviewed and revised to the recommendations of the City of Minot attorney's office. The second alternative would be to disregard the MOU and not sign it.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Quentin Burdick JOB CORPS CENTER
AND
City of Minot Police Department

Job Corps is a national residential training and employment program administered by the U.S. Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps' current authorization for the program is the Workforce Innovation and Opportunity Act (WIOA) of 2014.

Job Corps provides comprehensive career development services to students including academic, career technical, social, and independent living skills, career readiness training and support services. The Quentin Burdick Job Corps Center is operated for the U.S. Department of Labor by Human Learning Systems, LLC.

The Code of Federal Regulations 20 CFR 638.805 and the Department of Labor Job Corps Policy and Requirements Handbook (PRH) directs that each Job Corps center establish cooperative relationships with federal, state, and local law enforcement agencies having jurisdiction over the center to enforce criminal laws on such property, ensure law enforcement backup support for emergencies at the center, and process criminal offenses in an orderly manner.

This Memorandum of Understanding (MOU) shall hereby signify that a cooperative agreement is established between the City of Minot, 515 2nd Ave SW, Minot, ND, and the Quentin Burdick Job Corps Center (QBJCC), 1500 University Ave W, Minot, ND, as mandated by the Code of Federal Regulations, 20 CFR 638.805 (b)(1), whereby "All Job Corps property which would otherwise be under exclusive federal legislative jurisdiction is considered under concurrent jurisdiction with the appropriate State and locality with respect to criminal law enforcement as long as a center is operated on such property". This extends to all portions of the property including housing and recreational facilities in addition to portions of the property used for educational and training activities."

I. RESPONSIBILITIES

- A. The QBJCC Center Director has the primary responsibility for the safety and security of staff, students, visitors, and U.S. Government property on the grounds and in the facilities used by the center under U.S. Department of Labor guidelines and federal regulations. This includes the determination of which visitors may come onto the center and under what conditions.
- B. While the MPD has the primary law enforcement responsibility of the QBJCC property, the Federal Bureau of Investigation holds original jurisdiction. The United States Attorney is the Federal Officer ultimately responsible for the maintenance of law and order on federal property.
- C. The MPD and QBJCC agree to a mutual interest for maintaining a positive and

collaborative working relationship in order to achieve their respective responsibilities. This includes: the prevention of crime; investigation of alleged crime; assurance of the safety, security and rights of students, staff, and visitors on center; the protection of the center facilities; and mutually understanding, respecting, and jointly conducting their policies and procedures and obligations under federal, state, or local law. Where such obligations may appear to be in conflict, both parties agree the local law enforcement's judgment will prevail in matters of law enforcement until resolved by the United States Attorney's Office.

- D. Federal agencies will maintain concurrent and/or original jurisdiction for matters of federal violations.
- E. The QBJCC Safety and Security Manager will ensure the MPD is aware of the juvenile status of any QBJCC students in question.

II. PATROL OF FACILITY

- A. QBJCC Security personnel will patrol the center as scheduled by the QBJCC Safety and Security Manager in accordance with a Campus Patrol Plan.
- B. Emergency requests for back-up or mutual aid from the MPD can be requested by the Security personnel at the center at any given time.

III. REPORTING AND INVESTIGATION OF CRIMINAL INCIDENTS

- A. Minot Police Department shall be notified immediately of any criminal incidents occurring on the center and will be the primary investigating agency. Minot Police Department shall determine whether an incident warrants referral to the criminal justice system by complaint or arrest; referred to the FBI for possible federal prosecution; or whether it should be handled through the center disciplinary process.
- B. Serious crimes known to be in progress or dangerous situations will immediately be reported to the MPD with a request for assistance, if necessary. The MPD will, in turn, notify the center when knowledgeable of a QBJCC student's involvement in a serious crime or if a dangerous situation exists that could impact the center or students.
Serious crimes include but are not limited to:
 - i. Homicide
 - ii. Theft of a vehicle or other significant government-owned property
 - iii. Assault or battery
 - iv. Riot or similarly violent incident involving five or more students or persons
 - v. Sexual assault or rape as defined under state law
- C. Students may exercise their right to independently request issuance of a criminal complaint or request the assistance of any law enforcement agency having jurisdiction where the alleged offense occurred.
- D. The QBJCC Center Director or the QBJCC Safety and Security Manager shall be the responsible reporting source for any possible criminal activity on behalf of the center. Should such reports be made from other sources on center, the MPD shall notify the

QBJCC Safety and Security Manager for purposes of collaboration, exchange of information, joint investigation, and response.

- E. When there is an apparent conflict between state statutes and the federal regulations concerning the center, the state statute as interpreted by the MPD shall prevail for the initial response and action until resolved by the United States Attorney's office.
- F. In accordance with the Code of Federal Regulations, Volume 55, No. 67, 638.534, the QBJCC Center Director shall see that students who are to be interviewed by law enforcement officials as suspects in criminal cases are advised that they may secure a lawyer to represent them during the custodial interrogation.

IV. DISPOSAL OF NARCOTICS AND CONFISCATED WEAPONS

- A. The Quentin Burdick Job Corps Center will request local law enforcement assistance to ensure students have met the licensing and registration of items, such as firearms, which are barred from the center but that students may otherwise legally possess.
- B. The Quentin Burdick Job Corps Center will surrender all narcotics and confiscated weapons to MPD for disposal and will complete the proper center chain-of-custody requirements.
- C. If students or staff at the Quentin Burdick Job Corps Center are found in possession of illegal drugs or narcotics deemed for sale or distribution, the MPD will be contacted, and the illegal substance(s) will be released to the MPD along with the perpetrator(s).
- D. The Quentin Burdick Safety and Security Manager will notify the MPD anytime any amount of narcotics/drugs are found/seized by Quentin Burdick staff. Minot Police Department will provide direction to the Safety and Security Manager on disposal of any amount of narcotics/drugs that are found/seized by Quentin Burdick staff. The Safety and Security Manager will obtain the badge number of the MPD officer contacted and will record the badge number, date, and time of call on the unauthorized goods log. If the MPD gives the Safety and Security Manager direction to dispose of the narcotics/drugs, one additional Quentin Burdick supervisor/manager will witness the disposal. The date, time, and method of disposal will be recorded on the unauthorized goods log and signed by both witnesses.
- E. If firearms, ammunition, explosives and incendiary devices, knives, homemade weapons, or any other weapon or instrument for which the primary use is to inflict injury is found/seized on the Quentin Burdick Job Corps Center; the item(s) will be released to the MPD.
- F. All narcotics/drugs, weapons, and other confiscated items as noted in items D and E above will be secured in a locked cabinet until such time it is released to the MPD or disposal directions have been issued to the Safety and Security Manager. All items disposed of or released to the MPD will follow the Quentin Burdick centers' and the MPDs' chain of custody protocols and procedures. All unauthorized goods will be logged into the unauthorized goods log. Confiscated items that the student/staff may otherwise legally possess may be retrieved by the student/staff from the MPD by the owner.

V. REPORTING EMERGENCY SITUATIONS

- A. Emergency contingencies, i.e., fire, flood, bomb threats, and any potential high-risk emergency will be reported immediately to the MPD.
- B. The QBJCC Center Director is responsible for the health and safety of all students, staff members, and visitors to the center during time of emergency.

VI. REPORTING

- A. The MPD will notify the QBJCC Center Director through the QBJCC Safety and Security Manager of any arrests or criminal cases pending against a student, when possible.

VII. PROCEDURE FOR PROCESSING COMPLAINTS OF LAW ENFORCEMENT MISTREATMENT OF STUDENTS

- A. Upon receiving a complaint of law enforcement mistreatment of a student, any QBJCC personnel should contact the QBJCC Security Department regarding the complaint.
- B. The QBJCC Security Department will notify the appropriate law enforcement agency that a complaint of student mistreatment has been made.
- C. The appropriate law enforcement agency will conduct an investigation of the complaint.
- D. The appropriate law enforcement agency will make a decision on the disposition of the complaint and if any disciplinary action is deemed necessary or applicable.

VIII. PROCEDURES TO FOLLOW WHEN CENTER OFFICIALS FIND POSSIBLE EVIDENCE OF CRIME IN THE COURSE OF A SEARCH CONDUCTED

- A. The Quentin Burdick Job Corps personnel should secure and protect the integrity of the evidence found.
- B. The center should immediately notify the MPD when there is possible evidence of a crime.
 - 1. Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by MPD with a search warrant, except when delay would endanger the physical well-being of students.

IX. PROCEDURES FOR SEARCH, SEIZURE AND THE INVESTIGATION OF REPORTABLE CRIMINAL OFFENSES THAT OCCUR ON CENTER

- A. The MPD will be responsible for the following:
 - 1. Determine if a crime has been committed, investigate, and then take the appropriate action according to the agency's procedures/policy.

2. Determine the scope of any search and obtain a warrant when appropriate.
3. Have total responsibility to gather evidence, secure crime scenes, interview suspects and make arrests.

X. PROCEDURE FOR THE RELEASE OF STUDENTS TO CENTER OFFICIALS FOR DISCIPLINARY ACTION WHEN STUDENTS ARE INVOLVED IN MINOR OFFENSES OFF CENTER

- A. In a situation when students are off center and are involved in minor offenses, it shall be left to the discretion of the MPD whether students are to be released to QBJCC personnel for disciplinary action per Job Corps Student Standards of Conduct and Disciplinary System.

XI. PROCEDURE FOR A STRIP SEARCH OF A STUDENT

- A. The QBJCC shall not conduct strip searches of students. If the QBJCC Center Director believes a strip search of a student is necessary, the MPD will be contacted, and a request made to perform such a search in accordance with their procedures and guidelines.

XII. PROTOCOL

- A. It is the intention of this protocol to delineate the responsibilities of the QBJCC Security Department and the law enforcement agencies who have concurrent jurisdictional responsibility on the center facility.
- B. This cooperative agreement is in compliance with 20 C.F.R. 686.925(b) and Job Corps PRH-5.3, R3.
- C. It is also the intent of this protocol to establish a closer working relationship with all agencies involved.
 1. In situations of student group unrest, the MPD will assist in coordination with the QBJCC senior staff member present.
 2. QBJCC staff will comply with all federal regulations as they apply to the protection of students' rights.
 3. QBJCC staff will be responsible for conducting and administering the QBJCC center's disciplinary system within approved Department of Labor and Job Corps guidelines.

XIII. DEFINITION

- A. The Center Duty Officer is the designated individual responsible for center operations when the Center Director, Career Development Director and/or Administrative Services Director is off center property.

XIV. TERMS OF AGREEMENT

This agreement may be altered through amendment at any time provided that all parties agree, and such amendments are within Federal, State and Local Law.

A copy of this agreement, when approved, will be forwarded to the United States Department of Labor, National Office of Job Corps, and to the appropriate Regional Office of Job Corps.

If the operation of the center is awarded to another contractor, this MOU will be terminated, and the Quentin Burdick Job Corps Center and the new contractor will need to request a new MOU prior to the expiration date.

This agreement shall be in effect for the period July 1, 2025, to June 30, 2026.

Stephanie Evans, Center Director
Quentin Burdick Job Corps Center

Date

City of Minot Mayor

Date



TO: Mayor and Members of the City Council

FROM: kelly beck, Human Resources Director

DATE: July 7, 2025

SUBJECT: NDPERS RETIREMENT PLAN - DISPATCH ENROLLMENT IN PUBLIC SAFETY RETIREMENT PLAN

I. RECOMMENDED ACTION

- 1. It is recommended City Council move to notify NDPERS that the City of Minot is expanding the Public Safety Defined Benefit Retirement Plan per HB 1419 and will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective January 1, 2026; and**
- 2. Authorize the Mayor to sign the NDPERS Public Safety Retirement Employer Participation Agreement.**

II. DEPARTMENT CONTACT PERSONS

kelly beck, Human Resources Director, 701-857-4753

III. DESCRIPTION

A. Background

During the 2025 legislative session, HB1419 expanded the definition of 'First Responder' to allow EMS and Dispatch staff to become eligible for the Public Safety Retirement Plan. Prior to this change, only Firefighters and sworn Law Enforcement were eligible to participate.

The benefits include a lower retirement eligibility age, a higher benefit multiplier as well as reduced employee contributions with increased employer contributions and a defined health credit.

B. Proposed Project

Current dispatch employees participate in an NDPERS plan or the City's 401a plan. This change would allow for dispatch employees to enroll into the NDPERS Public Safety Retirement Plan.

C. Recommendation Detail

Move to notify NDPERS that the City of Minot is expanding the Public Safety

Defined Benefit Retirement Plan per HB 1419 and will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective January 1, 2026.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

City of Minot will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective January 1, 2026.

C. Fiscal Impact

There will be a change in the rate of employer contributions. 1 1/2 to 2% lower on employee contributions and 13.77% for employer contributions. Currently, the employer contribution is 9.26% (depending on which plan the employee is currently on).

Project Costs

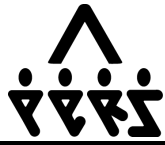
N/A

Project Funding

N/A

VI. ALTERNATIVES

The city council could not approve this change.



MEMO 2025-9

To: Political Subdivisions in the NDPERS Public Safety Plan
From: NDPERS
Date: June 20, 2025
Subject: Public Safety Plan – Expanded Eligibility and Upcoming Employer Contribution Changes

EXPANDED ELIGIBILITY

Two bills enacted during the recent 69th Legislative Assembly modify how political subdivisions may participate in the NDPERS Public Safety Plan effective August 1, 2025.

Employers must take action to notify NDPERS of any changes their organization adopts.

- HB 1177: Revises the definition of 'correctional officer' to include those employed by a correctional facility who are *enrolled in a correctional officer course, but not yet certified, as a correctional officer.* *
- HB 1419: Revises the definition of 'correctional officer' and expands eligibility to include *state dispatchers* as well as *political subdivision dispatchers and Emergency Medical Services (EMS) personnel.* *

*To be eligible for the Public Safety Plan, all correctional officers, dispatchers, and emergency medical services personnel must be employed at least thirty-two hours per week for at least twenty weeks each year to meet the eligibility requirements of the NDPERS Public Safety Plan. Current eligibility requirements for peace officers and firefighters remain the same.

TAKE ACTION HB 1177

To facilitate enrollment of newly eligible correctional officers *enrolled in a correctional officer course, but not yet certified*, your organization should verify the employees that now meet eligibility and enroll them effective August 1, 2025 in Employer Self Service (ESS) in order for these employees to be enrolled in the Public Safety Plan.

TAKE ACTION HB 1419

To facilitate enrollment of newly eligible dispatch and EMS employees, your organization must complete and submit the following documentation:

1. Public Safety Board Resolution (reference sample language)
2. Public Safety Participation Agreement (attachment)
3. Public Safety Record of Service (attachment)

Sample HB 1419 Public Safety Board Resolution

A motion was made by {Insert Board Member Name} for «Agency» to affirm to North Dakota Public Employees Retirement System that «Agency» is formed pursuant to N.D.C.C. § {Insert citation} and is neither a non—profit corporation nor a for-profit corporation, to expand membership of the NDPERS Public Safety Defined Benefit Retirement Plan per HB 1419 (2025 legislative session) and offer the plan to all eligible dispatch and emergency medical service (EMS) employees of the «Agency». The motion was seconded by {Insert Board Member Name}. The Board approved expanding the NDPERS Public Safety Defined Benefit Retirement Plan to all eligible dispatch and emergency medical service (EMS) effective {Insert Month 1, Year}.

UPCOMING EMPLOYER CONTRIBUTION CHANGES FOR PUBLIC SAFETY PLAN

Starting with the January 2026 reporting month, the employer retirement contribution rate for the Public Safety Plan will change in compliance with recent legislation and NDPERS Board action. Notify your payroll department to update their system accordingly.

PUBLIC SAFETY WITH PRIOR SERVICE EMPLOYER CONTRIBUTION RATES

Current Employer Contribution Rate	Employer Contribution Rate on <i>January 1, 2026</i>
11.40%	12.63%

PUBLIC SAFETY WITHOUT PRIOR SERVICE EMPLOYER CONTRIBUTION RATES

Current Employer Contribution Rate	Employer Contribution Rate on <i>January 1, 2026</i>
9.16%	8.81%

Questions? Message us through Employer Self Service (ESS) or call the NDPERS office at 701.328.2900.

**EMPLOYER PARTICIPATION AGREEMENT
IN THE
NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM
PUBLIC SAFETY RETIREMENT PLAN**

This Agreement is entered into pursuant to Section 54-52-02.1 of the North Dakota Century Code (N.D.C.C.) by and between City of Minot (ORG), North Dakota, as authorized by the resolution hereto attached and the state of North Dakota, by and through its NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM (NDPERS) as authorized by the Retirement Board through its chairman and executive director and shall be effective on January 1, 2026.

Whereas, a referendum of the eligible peace officers, correctional officers, firefighters, dispatchers, and emergency medical services personnel of City of Minot (ORG), North Dakota, has been held pursuant to N.D.C.C. §54-52-02.2, and a majority of such eligible employees voted in favor of participation in NDPERS and City of Minot (ORG) has determined that this Agreement should be entered into; and

Whereas, the Retirement Board agrees to extend the benefits of NDPERS to eligible employees of ORG;

Now, therefore, it is agreed and understood that:

1. All of the provisions of N.D.C.C. ch. 54-52 and the current or later amended rules of the Retirement Board shall apply with regard to benefits, contributions and administration of the system.
2. The employee contribution rate has been actuarially determined to be as percentage of "wages" and "salaries" as defined in N.D.C.C. §54-52-01 for those eligible employees employed as of the date of this Agreement and for those eligible employees whose date of employment is after the effective date.
3. The employer contribution rate shall be a percentage of "wages" and "salaries" for all eligible employees as defined in N.D.C.C. §54-52-01, which specific percentage shall be determined by the Retirement Board. See N.D.C.C. §§54-52-06 and 54-52.1-03.2.)
4. Eligible employees who are employed by City of Minot (ORG) at the time this Agreement is entered into have the option of not participating in NDPERS. Eligible employees who waive participation in NDPERS may not have their pay increased as a result of that waiver, which determination shall be made by the Retirement Board in its sole discretion, and any violation of this requirement will constitute a breach of this Agreement.
5. All eligible employees hired by City of Minot (ORG) on or after! January 1, 2026, must participate in NDPERS.

6. Should City of Minot (ORG) wish to terminate membership with NDPERS, it shall do so only after:
- (a) Submitting a request in writing to the Retirement Board at least sixty (60) days prior to the requested date of withdrawal; and
 - (b) Complying with N.D.C.C. §54-52-02.1 and administrative rules of the Retirement Board regarding withdrawal from the system.
7. This Agreement may be amended in writing by mutual agreement of both parties.
8. If the City of Minot (ORG) fails to perform according to its statutory participation requirements and the terms of this Agreement, the Retirement Board may terminate the City of Minot (ORG)'s enrollment in NDPERS. The termination shall be performed pursuant to the withdrawal procedures outlined in N.D.C.C. ch. 54-52.

Executed at Minot, North Dakota, this 7th day of July, 2025.

City of Minot (ORG)

By _____ - Mayor, City of Minot

By _____

Executed at Bismarck, North Dakota, this ____ day of _____, 20____.

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM

By _____
Executive Director



TO: Mayor and Members of the City Council

FROM: kelly beck, Human Resources Director

DATE: July 7, 2025

SUBJECT: NDPERS RETIREMENT PLAN - OPT-OUT OF DEFINED CONTRIBUTION RETIREMENT PLAN

I. RECOMMENDED ACTION

It is recommended City Council move to notify NDPERS that, per HB 1602 (2025 legislative session), the City of Minot is discontinuing participation in the NDPERS Defined Contribution (DC) Plan, effective October 1, 2025.

II. DEPARTMENT CONTACT PERSONS

kelly beck, Human Resources Director, 701-857-4753

III. DESCRIPTION

A. Background

In 2019, the City joined NDPERS in order to offer employees a defined benefit* retirement plan rather than the City sponsored 401a plan – which is a defined contribution** retirement plan. All new benefit eligible employees who started 1/1/2019 or later have been enrolled in an NDPERS retirement plan.

In January of 2025, NDPERS closed enrollment in their Defined Benefit Plans (Main/Main 2020) to all non-Public Safety employees and moved to a Defined Contribution 401a Plan administered through Empower. This change essentially removes the benefit of participating in the NDPERS retirement program for new employees. In addition, the original City 401a plan is still open and active, and is also administered through Empower.

B. Proposed Project

This change would move to a City sponsored 401a plan. The advantages of a City sponsored 401a plan also include the ability to control the funds in-house, as well as retain unvested contributions from employees leaving employment.

C. Recommendation Detail

Move to notify NDPERS that per HB 1602 (2025 legislative session) the City of Minot is discontinuing participation in the NDPERS Defined Contribution (DC) Plan, effective October 1, 2025.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This would be effective October 1, 2025.

C. Fiscal Impact

The contribution structure of the City's 401a plan is slightly different from the NDPERS 401a plan, but still comparable with a higher overall total EE/ER contribution.

Project Costs

	EE RQ	ER RQ	EE Opt	ER Match	Total
CITY	7.50%	0.00%	1% / 2%+	4% / 8%	7.5%-17.5%
NDPERS	4%	5.26%	up to 3%	up to 3%	9.26% - 15.26%

Project Funding

N/A

VI. ALTERNATIVES

The council could not move to notify NDPERS.



**North Dakota
Public Employees Retirement System**
1600 East Century Avenue, Suite 2 • PO Box 1657
Bismarck, North Dakota 58502-1657

Rebecca Fricke
Executive Director
(701) 328-3900
(800) 803-7377

Fax (701) 328-3920

Email ndpers-info@nd.gov

Website www.ndpers.nd.gov

MEMO 2025-6

To: Participating Political Subdivisions in the Defined Contribution Plan

From: NDPERS

Date: May 19, 2025

Subject: HB 1602 and Opting out of the NDPERS Defined Contribution Plan

HOUSE BILL 1602

House Bill (HB) 1602, passed during the recent 69th Legislative Assembly, allows participating political subdivisions to discontinue their participation in the NDPERS Defined Contribution (DC) Plan starting August 1, 2025. There are no fees assessed to political subdivisions that choose to opt out of the DC Plan.

Opting out of the DC Plan does not impact employees enrolled in the NDPERS Main Defined Benefit Plan prior to its closure on January 1, 2025, nor does it impact current or future participation in the Public Safety Defined Benefit Plans.

TIMING MATTERS

OPTING OUT ON AUGUST 1, 2025

HB 1602 is effective August 1, 2025. Organizations interested in disenrolling from the DC Plan on August 1, 2025, are required to submit a written resolution to NDPERS no later than June 30, 2025.

OPTING OUT AFTER AUGUST 1, 2025

Organizations electing to discontinue their participation after August 1, 2025, must provide a written resolution at least 60 days prior to the effective date of discontinuation, which must always be the first working day of a month.

The 60-day written resolution requirement is consistent with how the other NDPERS plans are administered.

[Reference HB 1602.](#)



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Jennifer Kleen, PIO Manager

DATE: July 7, 2025

SUBJECT: WIRELESS MICROPHONES FOR COUNCIL CHAMBERS BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading to purchase two wireless microphones for the Council Chambers.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Jennifer Kleen, PIO Manager

III. DESCRIPTION

A. Background

Throughout the year, the staff have held various workshops with the council in the Council Chambers. There was a challenge with the previous microphone system. Staff is proposing to purchase two more wireless microphones for the Council Chambers, and work with AVI to install them when they come to do updates on the Council Chamber equipment. AVI work is currently budgeted and will not need a budget amendment, but the purchase of the equipment was not in the original budget.

B. Proposed Project

Move money from three insurance accounts within the City Council budget to the equipment expenditure account 46102.

C. Recommendation Detail

It is recommended City Council approve the budget amendment on first reading to purchase two wireless microphones for the Council Chambers.

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Money will be moved from three line items within the City Council budget to expense account 46102 (Furniture and Equipment)

Project Costs

\$2,000 (Set of 2 wireless microphones, which will match the current wireless microphone in the Council Chambers)

Project Funding

10011000-46102

VI. ALTERNATIVES

City Council could not approve the budget amendment and staff would work with the current system.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE CITY COUNCIL FURNITURE AND EQUIPMENT EXPENDITURES AND DECREASE VARIOUS CITY COUNCIL INSURANCE EXPENDITURES FOR THE PURCHASE OF TWO WIRELESS MICROPHONES.

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

§1: An ordinance amending the 2025 annual budget to increase the city council furniture and equipment expenditures and decrease various city council insurance expenditures for the purchase of two wireless microphones:

10011000-46102		\$2,000
10011000-45201		(700)
10011000-45202		(1,100)
10011000-45207		(200)

§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



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: July 7, 2025

SUBJECT: PATHFINDER SERVICES OF ND (PSND) AGREEMENTS

I. RECOMMENDED ACTION

It is recommended City Council approve the Operations and Maintenance Lease, Commercial Lease along with the reassignment of the commercial leases for Oishii Ramen and The Lord's Cupboard.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The "Broadway Circle" complex consists of commercial space (101 19th Ave SW), a Family Homeless Shelter (15 19th Ave SW) and a 17-unit apartment complex (45 19th Ave SW). The City of Minot terminated the Subrecipient Contract with Project BEE in February 2024. By doing so, the City was reassigned the commercial lease agreements with Hibachi Grill. LLC (dba Oishii Ramen) and The Welcome Table (dba The Lord's Cupboard). On May 5, 2025, the City Council approved Pathfinder Service of ND (PSND) to lease, operate and maintain Broadway Circle. This agreement outlines PSND and the City's roles and responsibilities. The agreement will remain in effect for a 20-year period, which meets the federal affordability period. In addition to the operation and maintenance of the property, PSND has agreed to a commercial lease on the property in which PSND will pay the City of Minot a contracted price of \$5,000/month.

B. Proposed Project

PSND will operate and maintain the Broadway Circle complex for a period of 20 years. Guidelines for this is outlined in the attached Operation and Maintenance Agreement. In addition, PSND will be assigned the existing commercial leases and will be considered the Landlord for these businesses.

C. Recommendation Detail

Staff recommend Council approve the Operations and Maintenance Lease, Commercial Lease along with the reassignment of the commercial leases for

Hibachi Grill, LLC (dba Oishii Ramen) and The Welcome Table (dba The Lord's Cupboard).

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Pathfinder Services of North Dakota will operate and maintain the commercial building, along with the Family Homeless Shelter and 17-unit LMI Apartment Complex for a period of 20 years. This will ensure there are services available to vulnerable residents within the City of Minot.

C. Fiscal Impact

Pathfinder Services of North Dakota will lease the property from the City for a 20-year period.

Project Costs

There are no costs for this. PSND will pay the City \$5,000/month to lease the property for 20 years.

Project Funding

The Broadway Circle Property was constructed using CDBG-NDR, Allocation 1 funds along with city reserves to complete the project.

VI. ALTERNATIVES

Not authorizing the Operation and Maintenance, Commercial and the reassignment of the commercial contracts would not authorize PSND to manage the complex. This would revert back to the City, who would be required to operate the complex moving forward.

Commercial Lease Agreement

1. The Parties

This commercial lease agreement ("Agreement") made on _____, 2025 by and between:

Landlord: City of Minot
PO Box 5006
Minot, ND 58702-5006

Tenant: Pathfinder Services of ND (PSND)
PO Box 758
Minot, ND 58702-0758

The Landlord and the Tenant are each referred to herein as a "Party", and collectively as the "Parties."

2. Description of Leased Property

The Landlord agrees to lease to the Tenant the following described space, herein known as Broadway Circle:

- 101 19th Ave SW (12,000 sq ft) – Suite A (4545 sq ft), Suite B (5575 sq ft), and Suite C (1925 sq ft);
- 15 19th Ave SW – Family Homeless Shelter (8,335 sq ft);
- 45 19th Ave SW – 17- unit apartment complex for low to moderate income residents (16,168 sq ft)

The total square footage for the entire Broadway Circle lot is 103,255 sq ft.

3. Term

The term of this Agreement shall be for an Affordability Period of twenty (20) years, starting on _____, 2025, and expiring at midnight on _____, 2045 ("Term").

4. Rent

During the term of the lease, the Tenant agrees to pay to the Landlord rent in the amount of \$5,000.00 per month.

Lease payments are due on the 1st of each month. If lease payments are not received within five (5) days of the due date, the Landlord will assess a 5% late fee to the rent. Payments can be delivered to the Landlord at 10 3rd Ave SW, Minot, ND 58701 or mailed to PO Box 5006, Minot, ND 58702-5006.

5. Security Deposit

Tenant will not be required to pay a security deposit.

6. Utilities

Tenant shall be responsible for all utilities serving Broadway Circle, including but not limited to electricity, gas, water, and sewer.

7. Property Taxes

Tenant shall pay all property taxes assessed to any addresses listed in the Description of Leased Property.

8. Commercial Leases

The Tenant agrees to assume the commercial leases for:

Hibachi Express, LLC, dba Oishii Ramen – 101 19th Ave SW, Suite A

The Welcome Table, dba The Lord's Cupboard – 101 19th Ave SW, Suite B

The tenant is authorized to rent the commercial space located at 101 19th Ave SW Suite C, which is currently vacant.

Rental payments received by the tenant are considered program income and must be used in accordance with 24 CFR 570.504.

9. Permitted Uses

The Tenant agrees to use Broadway Circle for the following purposes:

- *101 19th Ave SW Suite A, Suite B, Suite C.* These suites can be used for commercial space which may include food services, or office space. No space in this building can be used for temporary or permanent housing.

- *15 19th Ave SW.* This building must be used as a Family Homeless Shelter. The shelter must be operated according to the Shelter and Housing Standards outlined in 24 CFR 576.403.
- *45 19th Ave SW.* This building contains seventeen (17) units. All units must be rented to residents who are at or below the 80% income level as identified by the Department of Housing and Urban Development guidelines, which are released on an annual basis.

10. Tenant's Holding Over

If Tenant remains in possession of the Premises after this Agreement expires, and Landlord accepts rent from Tenant, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.

11. Termination

If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay Rent, or materially fails to comply with any duties imposed on Tenant by statute, within seven days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven days, Landlord may, at Landlord's option, declare the entire balance of rent payable to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

12. Indemnification, Insurance and Bonding

Tenant agrees to indemnify Landlord and hold it harmless from any and all claims for damage or injury to persons or property, including costs of defense against such claims, arising out of or as a result of any transaction or occurrence on or about the Premises during the term of this Agreement, or any breach of Tenant in the performance of any of the Tenant's obligations. Tenant must maintain the insurance for itself and its subcontractors, through companies authorized to offer insurance coverage in North Dakota, as set forth in the attached Exhibit A.

13. Binding Effect

The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants,

fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.

14. City's Representations and Warranties

The City represents and warrants the following as a material inducement for the City to enter into this Agreement:

- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.
- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of PSND, enforceable in accordance with its terms.
- c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.

15. Applicable Law/Venue

This Agreement and all provisions here in shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be adjudicated in Ward County District Court.

16. Severability

If any provision of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.

17. Modification

The parties agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties.

18. Entire Agreement

This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

City of Minot:

By: Mark Jantzer
Title: Acting Mayor, City of Minot

Date: _____

Attest:

By: Mikayla McWilliams
Title: City Clerk

Date: _____

Attest:

By: David Lakefield
Title: Finance Director, City of Minot

Date: _____

Pathfinder Services of ND:

By:
Title:

Date: _____

Attest:

By:
Title:

Date: _____

Exhibit A

Insurance and Bonding Requirements

- a. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Property insurance insuring the full and true replacement value of all Tenant's real property and personal property located on or in the buildings in which the leased premises are located for all losses.
- c. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- d. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Agreement. For the purposes of this Agreement, the only state of operation is North Dakota.
- e. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance.
- f. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. PSND must continually maintain such coverage during the Affordability Period and for three (3) years thereafter.

The insurance coverage listed above must meet the following additional requirements:

- g. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of PSND. The amount of any deductible or self-retention is subject to approval by the City.
- h. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the City.
- i. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in the Agreement.
- j. The City shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance

required by this Agreement or by the contractual indemnity obligations of PSND.

- k. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the City.
- l. PSND shall furnish a certificate of insurance to the City before commencement of this Agreement.
- m. Failure to provide insurance as required in this Agreement is a material breach of the contract, entitling the City to terminate this Agreement immediately.
- n. PSND shall provide thirty (30) days' notice of any cancellation or material change to the policies or endorsements. PSND shall provide on an ongoing basis a certificate of insurance during the term of the Agreement. A renewal certificate will be provided ten (10) days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) days in the event of any change in policy.

BROADWAY CIRCLE
OPERATIONS & MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 between the City of Minot ("City") and Pathfinder Services of ND ("PSND"). City and PSND are referred to throughout this document individually as a "Party" and collectively referred to as the "Parties."

The purpose of this Agreement is to define how PSND will operate and maintain the Broadway Circle project ("Premises"), which includes:

1. A three-unit commercial building ("commercial building"); and
2. A family homeless shelter; and
3. A seventeen-unit apartment complex for low to moderate income (LMI) households ("LMI apartment complex").

The addresses for units within the Broadway Circle project include: 101 19th Ave SW, 15 19th Ave SW, 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW #202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #207, 45 19th Ave SW #208, 45 19th Ave SW #210 – all located in Minot, North Dakota.

I. Recitals

WHEREAS, the City received \$74.3 million dollars from the U.S. Department of Housing and Urban Development ("HUD") pursuant to Public Law PL 113-2 (the Appropriations Act) and the Federal Register Notice dated June 7, 2016, at Federal Register/ Vol. 81, No. 109, for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et. seq.) and described in the City of Minot's National Disaster Resilience Competition Action Plan ("Action Plan"); and

WHEREAS, a portion of the federal award described in the preceding paragraph was used to acquire and build the Broadway Circle project; and

WHEREAS, on May 5, 2024, the City accepted a proposal from PSND to lease, operate and maintain the Broadway Circle project; and

WHEREAS, there are presently two units in the Broadway Circle project leased to third-parties – one unit to The Welcome Table, dba The Lord's Cupboard (hereinafter "The Lord's Cupboard"), and a second unit to Chen Cheng Huan, dba The Hibachi Express, LLC, aka Oishii Ramen (hereinafter, "Oishii Ramen") and lease agreements with these third parties are attached hereto as Exhibit A and Exhibit B, respectively, and said leases will be assigned to PSND; and

WHEREAS, PSND agrees to comply with the applicable requirements of Title 24 of the Code of Federal Regulations, Part 570 of HUD's regulations concerning CDBG, including subpart K of these regulations, except as may be otherwise stated in this Agreement and as CDBG-DR regulatory waivers have been granted by HUD and alternative requirements have been specified pursuant to FR-Vol. 81, No. 109/Tuesday June 7 2016. PSND also agrees to comply with all other applicable federal, state and local laws, regulations, and policies; and

WHEREAS, Parties acknowledge their intention to perform the terms of this Agreement in good faith; and

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

II. PSND Obligations

1. **Operate and Maintain the Commercial Building.** PSND has assumed the City's interest in the existing commercial leases for the Broadway Circle commercial building and will be responsible for operating and maintaining both the common areas and the individual leased spaces. PSND shall act as the landlord for all commercial tenants, with full responsibility for day-to-day operations, tenant communications, lease administration, rent collection, and all maintenance and repair obligations related to the commercial building.
2. **Operate and Maintain Family Homeless Shelter.** PSND will operate and maintain the family homeless shelter according to the Federal Shelter and Housing Standards located at 24 CFR 576.403 for an Affordability Period of twenty (20) years. The start date of this period will begin on the date all Parties have signed this Agreement.
3. **Operate and Maintain the LMI Apartment Complex.** PSND will operate and maintain the seventeen (17) unit multifamily complex for a twenty (20) year Affordability Period. The start date of this period will begin on the date the Parties have signed this Agreement.
 - a. During the twenty (20) year Affordability Period, PSND must ensure all seventeen (17) units will be LMI at the 80% level as defined by HUD's annual income guidelines for the duration of the Affordability Period. PSND must keep documentation to prove tenants meet HUD low-to-moderate income (LMI) requirements.
 - b. Rents for all units are limited to the HOME program rents furnished by HUD on a yearly basis (Exhibit C). The rents for a CDBG contribution plus project-based rental subsidy is the rent allowable under the Federal or State project-based rental subsidy program, LMI tenants have household incomes at or below 80% of the area median income ("AMI") for Ward County. Maximum rental amounts are adjusted annually by HUD based on income limits prevailing for the location of the rental housing, which are published by HUD for the Section 8 rental assistance program on HUD's website. PSND will adjust the maximum rental amount within thirty (30) days of publication of the new income limits and apply the maximum amount to all new leases executed after that time. Assisted rental units including rent and utilities may not exceed the Fair Market Rent ("FMR") for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111.
4. **PSND Minimum Maintenance Standards.** PSND shall, at its sole cost and expense, be responsible for all maintenance, repairs, and replacements necessary to keep the Premises, including the interior and exterior portions, structural components, roof, plumbing, HVAC, electrical systems, parking areas, sidewalks, landscaping, and all other improvements, in good condition and repair throughout the term of this Lease, reasonable wear and tear excepted. Lessee shall promptly make all repairs and replacements necessary to maintain the Premises in compliance with all applicable laws, ordinances, and regulations. Minimum expectations are set forth in more particularity in the attached Exhibit E.
5. **Maintain HUD Compliant Financial and Administrative Systems.** PSND will comply with the requirements and standards of 2 CFR et. seq. as applicable, including establishing and/or maintaining compliant accounting systems. Such systems will be subject to monitoring from time to time by the City and/or by HUD.
6. **Program Income.** PSND must follow 24 CFR 570.504 when using any income generated from the Broadway Circle project. Any use of Program Income must align with the activities permitted under this Agreement.
7. **Legal Notices and General Legal Compliance.** PSND will provide all notices and comply with laws, ordinances, building codes and regulations of the City as needed to perform project activities.
 - a. **Obligation to actively pursue alternate funding sources.** PSND agrees that it will pursue alternate funding sources to continue the operation and maintenance of the Broadway Circle

Project and that any federal funding provided by the City will supplement, not replace, other available funding.

- b. **Compliance with all agreements.** PSND agrees to comply with the terms and conditions stated in this Agreement and the terms and conditions contained in all City Agreements relating to the Broadway Circle project.
8. **Conflicts-of-Interest.** PSND shall comply with all HUD Conflict-of-Interest requirements and incorporate those requirements into all contractor and subcontractor agreements.
9. **Mandatory Reporting.** PSND must provide the following mandatory reports at no cost to the City
 - a. **Annual Audit.** PSND shall provide the City with an annual financial audit performed by an outside company.
 - b. **Quarterly Progress Reports.** PSND will provide a quarterly progress report to the City as to activities conducted at the Broadway Circle project.
 - c. **Quarterly Rent Reports.** PSND will provide quarterly progress reports rent reports to the City as well as any new or updated income verification gathered for Broadway Circle tenants.
10. **Site Access.** PSND shall provide access to the Broadway Circle project upon receipt of the City's request.
11. **Affirmative Marketing Plan.** PSND shall provide an Affirmative Marketing Plan (Exhibit D) to the City prior to generating new rental activity. If there is a higher-than-normal vacancy rate, PSND will provide, as supplemental information in its quarterly monitor session, with a written report to the City that may include: (1) evidence of a Marketing Plan in place to fill the vacant units; (2) documentation of all advertisements, website postings, listings, open houses, etc. PSND has undertaken to fill the vacant units; (3) information relating to the number and location of each vacant unit; (4) documentation establishing the seventeen (17) apartment units are being operated and maintained according to HUD Quality Standards for affordable housing set forth in 24 CFR, section 982.401 and City of Minot Code.
12. **Property Taxes and Special Assessments.** PSND shall remain current with all property taxes and special assessments relating to 101 19th Ave SW, 15 19th Ave SW, 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110 45 19th Ave SW #201, 45 19th Ave SW #202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #207, 45 19th Ave SW #208, 45 19th Ave SW #210. Failure to remain current with all property taxes and special assessments shall be considered a material breach of this Agreement.
13. **Audit Finding Resolution.** PSND must work with the City to resolve any deficiencies noted in audit reports within thirty (30) days after PSND's receipt of the deficiencies.
14. **Insurance and Bonding.** PSND must maintain the insurance for itself and its subcontractors, through companies authorized to offer insurance coverage in North Dakota, as set forth in the attached Exhibit F.

III. City Obligations

1. **PSND Board of Directors Appointment.** The City will appoint a representative to be a non-voting member of PSND's Board of Directors during the twenty (20) year Affordability Period.
2. **Monitoring.** City will monitor PSND quarterly to ensure compliance with HUD rules and this Agreement. The City may perform this activity or may contract a firm qualified, at the City's sole discretion and expense, to perform the monitoring.
 - a. **Criteria.** City will consider the information provided in PSND's annual audit and quarterly reports to determine compliance with this Agreement, as well as any observations made

during site visits, but such reports and observations may not be the sole basis on which to confirm compliance.

- b. Fee. The City may charge an annual fee of \$1,000 to cover the costs of ongoing monitoring and inspections to comply with the Affordability Period requirements. PSND agrees to pay any fee imposed by the City within thirty (30) days of receipt of an invoice from the City.
- c. Mandatory Compliance with Monitoring. Failure to permit on-site monitoring or failure to provide the required monitoring and inspection information and documentation may result in the termination of this Agreement.

IV. General Conditions

1. **Compliance with Federal, State, and Local Laws.** The Parties agree to comply with all applicable federal, state, and local laws, city ordinances, HUD rules and regulations, and policies governing the funds provided under this Agreement including the applicable Federal Requirements attached hereto as Exhibit G.
2. **Confidential Tenant Data.** The Parties will ensure confidential tenant information collected pursuant to this Agreement is maintained in confidence in accordance with applicable state and federal privacy laws. The Parties understand that the use or disclosure of such information, when not directly connected with to activities required by this Agreement or federal or state law, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
3. **Transfer of Property.** Neither Party shall sell or otherwise transfer any of their interest in the Broadway Circle project without first giving notice to the other Party. PSND shall not sell or transfer their interest in this Agreement or the Broadway Circle project without first receiving prior written permission from the City. In the event the City approves of PSND transferring any interest in this Agreement or the Broadway Circle project to a third party, all PSND obligations shall be conveyed to the transferee by written agreement and the obligations of this Agreement shall be acknowledged and agreed to by the purchaser through the full term of the Affordability Periods described in this Agreement. PSND must provide a copy of the written final agreement between PSND and the transferee within three business days of execution. Failure to comply with the obligations in this paragraph shall be considered a material breach of this Agreement and may result in termination in the City's sole discretion.
4. **Records.**
 - a. Access. All PSND records related to this Agreement shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours and as often as deemed necessary by the City. Any deficiencies noted in audit reports must be fully cleared by PSND within thirty (30) days after receipt of the audit findings by PSND. PSND's failure to comply with these requirements will constitute a violation and could lead to termination of this Agreement.
 - b. Compliance with Public Records Laws. PSND understands that the City must disclose to the public, upon request, any records it receives from PSND. PSND further understands that any records obtained or generated by PSND under this Agreement may be open to the public upon request under the North Dakota public records law and NDCC Statute for Open Records. At no additional cost to the City, PSND agrees to contact the City promptly upon receiving a request for information under the public records request laws and to comply with the City's instructions on how to respond to the request.
5. **Independent Contractor Status.** This Agreement does not create any employer-employee relationship. PSND is an independent contractor, and the City is not responsible for benefits, payroll, taxes, or insurance for PSND staff.

6. **Waiver.** The City's failure to act with respect to a breach by PSND does not waive its right to act with respect to subsequent or similar breaches. Any failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
7. **Suspension or Termination.**
- a. **Suspension or Termination for Cause by City.** Pursuant to 2 CFR 200, the City may suspend or terminate this Agreement if PSND does any of the following:
 - i. Fails to comply with any rule, regulation, law that affects or is contemplated by, or any of the terms of this Agreement;
 - ii. Fails to meet the deadlines or performance expectations outlined in this Agreement;
 - iii. Submits reports that are false or incomplete in a significant way; or
 - iv. commits another significant breach of this Agreement.
 - b. **Suspension or Termination for Cause by PSND.** PSND may exercise any rights available to it under North Dakota law to terminate this Agreement for cause upon the failure of the City to comply with the terms and conditions of this Agreement.
 - c. **Notice and an Opportunity to Cure Required.** The terminating and suspending Party will advise the other Party in writing of the event justifying a suspension or termination under this paragraph and grant the other Party a reasonable amount of time not to exceed thirty (30) days to respond. If within thirty (30) days after receipt of such notice, the alleged breaching Party has not either corrected the alleged breach or, in the case of failure which cannot be corrected in thirty (30) days, has begun in good faith to correct said failure and thereafter proceed diligently to complete the correction - the non-breaching Party may declare the breaching Party to be in default of this Agreement and proceed to suspend or terminate this Agreement.
 - d. **Termination for Convenience.** In accordance with 2 CFR 200, either Party may terminate this Agreement (or parts of the Agreement) for convenience with written notice stating the reason, effective date, and what parts of the Agreement (if not the entire Agreement) are being terminated.
 - e. **Termination by City if Material Change to Operation and Maintenance of Broadway Circle.** The City reserves the right to terminate this Agreement in whole or in part if there are material changes to the operation and maintenance of Broadway Circle that would significantly alter the terms of this Agreement and/or materially alter the feasibility of satisfactorily performing the operation and maintenance activities of this Agreement.
8. **Notice.** Any notice, request, instruction or other document to be given hereunder to either Party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. A Party may change the address to which notices are to be sent to it by giving written notice of such a change of address to the other Party in the manner provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which it was personally delivered or, if sent by certified or registered mail, on the day on which it was received and signed for. Notices shall be addressed as follows:

City of Minot:

Attn: NDR Grant Administrator
Address: PO Box 5006, Minot, ND 58702-5006
Phone: 701-857-1553
Email: finance@minotnd.gov

Pathfinder Services of ND:

Project Contract Manager: Jacki Harasym, Finance and Grant Specialist
Address: PO Box 758, Minot, ND 58702-0758
Phone: 701-837-7500
Email: finance@pathfinder-nd.org

9. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
10. **Headings.** Any headings or subheadings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
11. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. The Parties agree that any lawsuit filed to enforce, terminate, or interpret this Agreement will be filed in a District Court located in Ward County, North Dakota.
12. **Assignability.** PSND shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the City.
13. **Amendments.** The Parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both Parties.
- a. Any amendment or modification of this Agreement shall be effective only in the specific instance and only for the purpose for which it is given. Such amendments shall not invalidate this Agreement, nor relieve or release the City or PSND from their obligations under this Agreement.
 - b. The City may, in its discretion, amend this Agreement to conform with federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and PSND except that any change resulting from PSND noncompliance with the terms and conditions of this Agreement shall not require PSND's signature to a written amendment.
14. **Authority to Execute Agreement.** By signing below, each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent and that this Agreement constitutes a valid and binding obligation, enforceable against each Party, its successors and assigns in accordance with its terms.
15. **Entire Agreement.** This Agreement and any Exhibits specifically incorporated herein by reference, constitutes the entire Agreement between the City and PSND.

City of Minot:

By: Mark Jantzer

Title: Acting Mayor

Date: _____

Pathfinder Services of ND:

By:

Title: _____

Date: _____

Attest:

By: Mikayla McWilliams

Title: City Clerk

Date: _____

Attest:

By:

Title: _____

Date: _____

Attest:

By: David Lakefield

Title: Finance Director, City of Minot

Date: _____



LEASE ASSIGNMENT AGREEMENT

An Agreement to assign City of Minot's interest in its lease with The Welcome Table (aka The Lord's Cupboard) to Pathfinder Services of ND (PSND)

This Lease Assignment Agreement (Agreement) is entered into by and between the City of Minot (City/Assignor), a municipal corporation and political subdivision of the State of North Dakota, and Pathfinder Services of ND (PSND/Assignee). City and PSND are collectively referred to herein as the "Parties", and each a "Party" as the context allows. to assign City's interest in the following standard commercial lease to PSND:

1. Commercial Lease Agreement, A lease agreement entered into on November 18, 2023 by and between City and The Welcome Table, to lease Suite B, located at 1901 South Broadway, Minot, ND 58701, containing 5,575 square feet, for a term commencing on December 1, 2023 and expiring at midnight on December 31, 2033, with an option to renew from January 1, 2034 until December 31, 2043. Rent in the amount of \$2,500.00 is made payable on the 1st of each month, and a security deposit in the amount of \$2,500 was required upon the signing of the lease agreement. This lease agreement is attached hereto as Exhibit A, and is referred to throughout this Agreement as the "Lease Agreement."

WHEREAS, City/Assignor entered into three agreements with Project BEE to construct and develop the "Broadway Circle Project"; and

WHEREAS, the premises described in the Lease Agreement is located on property that is considered a part of the Broadway Circle Project; and

WHEREAS, Project BEE entered into the Lease Agreement attached hereto as Exhibit A with The Lord's Cupboard; and

WHEREAS, after advising the City that it could not complete its remaining obligations under its agreements with the City, Project BEE assigned its interest in the Lease Agreement to the City (hereinafter referred to as "Initial Lease Assignment"); and

WHEREAS, City/Assignor now wishes to assign their rights and obligations under the Lease Agreement to the PSND/Assignee; and

WHEREAS, PSND/Assignee wishes to assume City/Assignor's rights and obligations under the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Lease Agreement. City/Assignor and PSND/Assignee hereby agree that by signing this Agreement, City/Assignor assigns, and

PSND/Assignee assumes, all of City/Assignor's rights, titles, and interests, obligations, responsibilities and duties under the Lease Agreement, unless stated otherwise in this Agreement, on _____ (Assignment Date).

- a. Transfer of Security Deposit. Pursuant to the Lease Agreement, City/Assignor accepted a security deposit in the amount of \$2,500.00 upon the signing the Initial Lease Assignment from Project BEE and agrees to transfer the security deposit to PSND/Assignee.
3. Assignment Agreement Contingent upon Execution and Compliance with Operations and Maintenance Agreement. City/Assignor and PSND/Assignee have also executed an Operations and Maintenance Agreement ("O&M Agreement"). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignor's option should PSND/Assignor fail to comply with any of the terms and conditions of the O&M Agreement.
4. Indemnification by PSND/Assignee. Notwithstanding the foregoing, PSND agrees to defend and indemnify City/Assignor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from PSND/Assignee's performance after the assignment of the Lease Agreement to the PSND/Assignee.
5. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
6. PSND's Representations and Warranties. PSND represents and warrants the following as a material inducement for the PSND to enter into this Agreement:
 - a. PSND is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which PSND is a party or by which PSND is bound.
 - b. All actions required to authorize PSND to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of PSND, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of PSND has the full power and authority to bind PSND to the terms hereof.
7. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the

execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of City, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
8. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding any mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
9. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
10. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:
 - a. To City/Assignor: City of Minot
Attn: City Clerk
P.O. Box 5006
Minot, ND 58702-5006
 - b. To PSND/
Assignee: PSND
P.O. Box 758
Minot, ND 58703-0758
11. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
12. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed

to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

13. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- a. Transfers and Assignments. PSND shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.

14. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.

15. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.

16. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

17. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.

18. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

19. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has

made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNOR: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date**ASSIGNEE: PSND**

Title:

Date

Attest:

Title:

Date

Exhibit A**COMMERCIAL LEASE AGREEMENT**

THE PARTIES: This Lease Agreement agreed on November 18 2023 is between:

The **Lessor** is a business entity known as Project BEE with a mailing address of 1901 S Broadway, STE 3, Minot, North Dakota, 58701, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as The Welcome Table with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES: The Lessor agrees to lease to the Lessee the following described Soup Kitchen/Food Pantry located at 1901 S Broadway, Ste 2, Minot, North Dakota, 58701.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on December 1 2023 and expire at Midnight on December 31 2033 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$2,500.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's mailing address of 1901 S Broadway, STE 3, Minot, North Dakota, 58701.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$35 in addition to any late fee.

Page 1

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$25 daily until the rent is fully satisfied, including any late payment fees; if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described.

RENEWAL PERIODS

The first (1st) renewal period shall begin on January 1 2034 and end on December 31 2043 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also-named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit in the amount of \$2,500.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$2,500.00 returned within 30 days.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE: The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises.

The Lessor shall have the following responsibilities: Cleaning of exterior of building, snow removal, groundskeeping

The Lessee shall have the following responsibilities: Replacing interior lightbulbs, interior cleaning

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

Page 3

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating, ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS. The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the

Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of North Dakota. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the

subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the

Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of North Dakota.

NOTICES. Notices shall be addressed to the following:

Lessee: The Welcome Table
1901 S Broadway, Ste 2, Minot, North Dakota, 58701

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature [Signature] Date 11/17/2023
Elizabeth Larsen, Executive Director of Project BEE

LESSEE SIGNATURE

Signature [Signature] Date 11/17/2023
Gerald Roise, Chair



LEASE ASSIGNMENT AGREEMENT

An Agreement to assign City of Minot's interest in its lease with Chen Cheng Huan, dba Hibachi Express, LLC. (aka Oishii Ramen) to Pathfinder Services of ND (PSND)

This Lease Assignment Agreement (Agreement) is entered into by and between the City of Minot (City/Assignor), a municipal corporation and political subdivision of the State of North Dakota, and Pathfinder Services of ND (PSND/Assignee). City and PSND are collectively referred to herein as the "Parties", and each a "Party" as the context allows. to assign City's interest in the following standard commercial lease to PSND:

2. Commercial Lease Agreement, A lease agreement entered into on April 7, 2025 by and between City and Chen Cheng Huan, dba Hibachi Express, LLC, to lease Suite A, located at 101 19th Ave. SW, Minot, ND 58701, containing 4,545 square feet, for a term of five (5) years with an extension, unless sooner terminated, for an initial monthly payment of \$7,000 per month with a 2% increase per year for the five (5) year term, with rates to be negotiated at the beginning of each five (5) year lease. This lease agreement is attached hereto as Exhibit A and is referred to throughout this Agreement as the "Lease Agreement."

WHEREAS, City/Assignor entered into three agreements with Project BEE to construct and develop the "Broadway Circle Project"; and

WHEREAS, the premises described in the Lease Agreement is located on property that is considered a part of the Broadway Circle Project; and

WHEREAS, Project BEE entered into the Lease Agreement attached hereto as Exhibit A with Chen Cheng Huan; and

WHEREAS, after advising the City that it could not complete its remaining obligations under its agreements with the City, Project BEE assigned its interest in the Lease Agreement to the City (hereinafter referred to as "Initial Lease Assignment"); and

WHEREAS, City/Assignor now wishes to assign their rights and obligations under the Lease Agreement to the PSND/Assignee; and

WHEREAS, PSND/Assignee wishes to assume City/Assignor's rights and obligations under the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

20. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.

21. Assignment of Lease Agreement. City/Assignor and PSND/Assignee hereby agree that by signing this Agreement, City/Assignor assigns, and PSND/Assignee assumes, all of City/Assignor's rights, titles, and interests, obligations, responsibilities and duties under the Lease Agreement, unless

stated otherwise in this Agreement, on _____ (Assignment Date).

22. Assignment Agreement Contingent upon Execution and Compliance with Operations and Maintenance Agreement. City/Assignor and PSND/Assignee have also executed an Operations and Maintenance Agreement ("O&M Agreement"). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignor's option should PSND/Assignor fail to comply with any of the terms and conditions of the O&M Agreement.
23. Indemnification by PSND/Assignee. Notwithstanding the foregoing, PSND agrees to defend and indemnify City/Assignor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from PSND/Assignee's performance after the assignment of the Lease Agreement to the PSND/Assignee.
24. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
25. PSND's Representations and Warranties. PSND represents and warrants the following as a material inducement for the PSND to enter into this Agreement:
- a. PSND is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which PSND is a party or by which PSND is bound.
 - b. All actions required to authorize PSND to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of PSND, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of PSND has the full power and authority to bind PSND to the terms hereof.
26. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of City, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
27. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding any mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
28. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
29. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:
- a. To City/Assignor: City of Minot
 Attn: City Clerk
 P.O. Box 5006
 Minot, ND 58702-5006
 - b. To PSND/
 Assignee: PSND
 P.O. Box 758
 Minot, ND 58703-0758
30. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
31. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.
32. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- a. Transfers and Assignments. PSND shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.
33. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
34. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.
35. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.
36. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.
37. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.
38. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNOR: CITY OF MINOT

ASSIGNEE: PSND

Mayor

Title:

Date

Date

Attest:

Attest:

City Clerk

Title:

Date

Date

Attest:

Finance Director, City of Minot

Date

**AMENDMENT OF LEASE AGREEMENT AND EXERCISE OF OPTION TO
EXTEND LEASE AGREEMENT**

THIS AGREEMENT is entered into this 7th day of April, 2025, between City of Minot as their respective agent ("Landlord") with a principal address of 420 3rd Ave SW, Minot, ND 58701 and Hibachi Express LLC dba Oishii Ramen, ("Tenant") with a principal address of 1501 32nd Ave SW, Minot, ND 58701.

WITNESSETH:

WHEREAS, Tenant entered into a lease agreement dated April 6, 2020, with an effective date of April 6, 2020, ("Lease Agreement") with LSS Housing, Inc., property manager, for the property located in the City of Minot described as approximately 4,500 square feet located at 1901 South Broadway, Suite 1, Minot, ND 58701. ("Premises");

WHEREAS, the Lease Agreement entered into by the Tenant was for an initial term of five (5) years commencing on April 6, 2020 with the option to extend the lease in accordance with two (2) five-year options;

WHEREAS, Management of the Premises was thereafter acquired by the City of Minot took over management of the Premises;

WHEREAS, Tenant is currently in possession of the Premises and pays monthly rent in the sum of \$4,300.00;

WHEREAS, Section 1 of the Lease Agreement states that if Tenant exercises any of its options, the Lease shall continue on the same terms and conditions except for rent.

WHEREAS, Tenant now wishes to extend the Lease for a subsequent five-year period in accordance with the terms and provisions set forth in the Lease Agreement;

NOW THEREFORE, with the above recitals incorporated herein, Tenant and Landlord hereby agree to extend the Lease for a five-year period, commencing May 1, 2025 and expiring April 30, 2030 subject to the following amended payment schedule.

3. **RENT:** Tenant shall pay to Landlord as rental for the premises, the following:

Year	Monthly Rent
6	\$7,000.00
7	\$7,140.00
8	\$7,283.00
9	\$7,429.00
10	\$7,578.00

Pursuant to the above table, there shall be a 2% increase per year for the 5-year term; with option by parties to renew for one additional 5-year term (rates negotiated at beginning of this 5-year term).

Notwithstanding the specific lease term, either Tenant or Landlord may terminate the Lease for convenience by providing written notice of termination to the other party at least 365 days prior to the desired termination date.

All other terms and provisions of the Lease Agreement not specifically addressed in this Amendment of Lease Agreement and Option to Extend Lease Agreement will remain unchanged and in full force and effect, including paragraphs two and three of Section 3, subject to the exception that any reference to "five-year option" in the Lease shall be replaced with the option periods specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT, consisting of two (2) typewritten pages, to be duly executed as of the day and year first written above.

LANDLORD:

City of Minot

By: Mark J. Larson

Its: President/Acting Mayor

TENANT:

Hibachi Express LLC dba Oishii Ramen

By: RICK ZHENG

Its: president

Exhibit A

STANDARD COMMERCIAL LEASE**ARTICLE 1. BASIC LEASE TERMS**

WJ
April 6, 2020 pp
1.1 **PARTIES.** This Gross Lease Agreement also known as full service lease ("Lease") is entered into this 1st day of ~~July, 2020~~ *April 6, 2020* by and between LSS Housing Inc, Inc a corporation ("Landlord") and Chen Cheng Huan dba Grand Hibachi Buffet, Inc or similar. (Tenant).

1.2 **DEMISED PREMISES:** In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases, lets and demises to Tenant the following described premises ("Premises"): approximately 4,500 sq. ft located at 1901 South Broadway in Minot ND 58107 ("Building").

Property:	Broadway Circle
Address:	1901 South Broadway in Minot ND
Area of Building:	12,000 sq. ft.
Area of Demised Premises:	4,500 sq. ft.
Space or Unit Number:	Suite 1
Permitted Use:	The operation of Chinese/Japanese Restaurant or other similar restaurant.
Common area footage:	All measurements based on BOMA standards to include common area load factor. Common area charged at base rent amount described in Section 1.4 of this Agreement.

1.3 **TERM.** Subject to and upon the conditions set forth herein, the term of this Lease shall commence on April 6, 2020 with a term of five (5) years with two-five year extensions unless sooner terminated as hereinafter provided.

Possession Date: Business is in possession due to previous lease that was assumed by LSS Housing Inc.

1.4 **MONTHLY PAYMENT.** Monthly rent payment for year one is \$4,000 (annualized total of \$48,000) and Common Area Maintenance charges, which for year one are fixed at \$0.00 per month (annualized total of \$0.00).

1.5
Base Rent Adjustment: 2% increase per year for the 5 year term; with option by parties to renew for two additional 5 year terms (rates negotiated at beginning of each 5 year term)

Common Area Maintenance Charge Adjustment: Not Applicable

1.6 **ADDRESSES:**

Landlord's Mailing Address:	LSS Housing Inc. PO Box 2148, Fargo, ND 58107-2148.
Tenant's Mailing Address:	1501 32 nd Ave SW, Minot ND 58701.
Place of Payments:	LSS Housing Inc. PO Box 2148, Fargo, ND 58107-2148
Check Payable To:	LSS Property Management Group, LLC

1.7 **UTILITIES**

Electricity	Included in Base Rent
Natural Gas	Included in Base Rent except for gas meter for all kitchen appliances, which will be the responsibility of the Tenant
Water/Sewer	Included in Base Rent
Garbage	Tenant responsibility

Grease Disposal	Tenant responsibility
Internet cable	Tenant responsibility

1.8 SECURITY DEPOSIT: \$0.**1.9 COMMON AREA MAINTENANCE CHARGES – (not applicable as full service lease)****1.10 PARKING:**

Tenant and employee guest parking shall be provided at no additional cost to tenant.

1.10 INSURANCE:

Tenant is required to carry insurance and provide proof to landlord upon request (as per Section 7.3).

Liability for property damage	\$1,000,000
Liability for bodily injury per person	\$1,000,000
per occurrence	\$2,000,000

ARTICLE 2. RENT

2.1 BASE RENT. Tenant agrees to pay monthly as base rent during the term of this Lease the sum of money set forth in Section 1.4 of this lease, which amount shall be payable to Landlord at the address shown above. One monthly installment of rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's rent prorated to date of possession, with a full monthly installment due and payable on or before the first day of each succeeding calendar month during the term of this lease. Tenant shall pay, as additional rent, all other sums due under this Lease. Notwithstanding anything in this Lease to the contrary, if Landlord, for any reason whatsoever (other than Tenant's default), cannot deliver possession of the Premises to the Tenant on the Commencement date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration of the term be extended, but all rent shall be abated until Landlord delivers possession. All base rent, additional rent and other sums payable by Tenant pursuant to this Lease are payable without demand and without any reduction, abatement, counter claims or setoff.

2.2 OPERATING EXPENSES. Landlord will pay the operating expenses for the Building other than expenses noted as tenant expenses in Section 1.7 and also for tenant's own cleaning expenses of its space, as well as its own insurance expense.

2.3 DEFINITION OF OPERATING EXPENSES. The term "operating expenses" includes expenses other than noted in Section 1.7 incurred by Landlord with respect to the maintenance and operation of the Building of which the Premises are a part, including, but not limited to, the following: maintenance, repair costs, electricity, fuel, water, sewer, gas and other common Building utility charges; security charges; security; snow removal; landscaping and pest control; supplies, repairs or other expenses for maintaining and operating the Building or project including parking and common areas; all other expenses which would generally be regarded as operating, repair, and maintenance expenses; all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owner's associations which accrue against the Building during the term of this Lease and legal fees incurred in connection with actions to reduce the same; and all insurance premiums Landlord is required to pay or deems necessary to pay, including fire and extended coverage, public liability insurance, with respect to the Building.

2.4 LATE PAYMENT CHARGE. If the monthly rental payment or any other payment due from Tenant to Landlord is not received by Landlord on or before the due date thereof, Landlord shall be entitled to exercise any remedy for nonpayment provided in this Lease and, in addition, if such payment is not received on or before ten (10) days after the due date, a late payment charge of five percent (5%) of such past due amount shall become due and payable by Tenant in addition to such amounts owed under this Lease.

2.5 INCREASE IN INSURANCE PREMIUMS. If an increase in any insurance premiums paid by Landlord for the Building is caused by Tenant's use of the Premises or if Tenant vacates the Premises and causes an increase in such premiums, then Tenant shall pay as additional rent the amount of such increase to Landlord.

2.6 SECURITY DEPOSIT. The security deposit set forth in Section 1.8 shall be held by Landlord for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Landlord's damage in case of default by Tenant. Upon the occurrence of any event of default by Tenant or breach by Tenant of Tenant's covenants under this Lease, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Landlord as a result of the event of default or breach of covenant, and any remaining balance of the security deposit shall be returned by Landlord to Tenant upon termination of this Lease. If any portion of the security deposit is so used or applied, Tenant shall upon ten (10) days written notice from the Landlord, deposit with Landlord by cash or cashier's check an amount sufficient to restore the security deposit to its original amount. Security deposits will be held by the Landlord in compliance with the laws of the State of North Dakota, including interest as set forth by the laws of the State of North Dakota.

2.7 HOLDING OVER. In the event that Tenant does not vacate the Premises upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover an amount equal to one hundred and ten percent (110%) times the base rent which would have been payable by Tenant had the holdover period been a part of the original term of this Lease, together with all additional rent as provided in this Lease. Tenant agrees to vacate and deliver the Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease.

ARTICLE 3. OCCUPANCY AND USE

3.1 USE. Tenant warrants and represents to Landlord that the Premises shall be used and occupied only for the purpose as set forth in Section 1.2. Tenant shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Tenant shall not permit any operation which intrudes into other portions of the Building use, otherwise interfere with, annoy or disturb any other lessee in its normal business operations or Landlord in its management of the Building. Tenant shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Building.

3.2 SIGNS AND WINDOW COVERINGS. No sign of any type or description shall be erected, placed or painted in or about the Premises or project except those signs submitted to Landlord in writing and approved by Landlord in writing; and which signs are in conformance with state, city or local laws. See Exhibit B for guidelines related to signage on or about the Premises. No window coverings (other than "Building Standard" window coverings) or window shadings anywhere within the Demised Premises shall be erected or maintained by the Tenant unless Tenant shall obtain the prior written approval of Landlord.

3.3 COMPLIANCE WITH LAWS, RULES, AND REGULATIONS. All initial construction completed by Tenant shall comply with all applicable laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the Premises. Subject to Landlord's obligation herein, Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Premises. Tenant covenants and agrees to comply fully with any and all reasonable rules and regulations, and all amendments and supplements thereto; (a) which have been promulgated or adopted by Landlord for the Building; (b) of which Tenant shall have received actual notice; and (c) which apply to the Demised Premises, the Building Common Facilities, the Building, the Property or the

violation at Tenant's expense and in compliance with all requirements of governmental authorities and insurance underwriters.

ARTICLE 4. UTILITIES AND SERVICE

4.1 **BUILDING SERVICES.** Landlord shall pay when due, all charges for utilities furnished to or for the use or benefit of the Tenant or the Premises.

4.2 **THEFT OR BURGLARY.** Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Premises or the Building.

ARTICLE 5. REPAIRS AND MAINTENANCE

5.1 **LANDLORD REPAIRS.** Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises or the Building during the term of this Lease except as are set forth in this Section. Landlord shall be responsible for the cost of replacing the roof, foundation, parking lot, exterior walls, doors, corridors, primary heating and cooling system, and other structures serving the Premises if and only if required to maintain the structural soundness of said roof, foundation, parking lot, exterior walls, doors, corridors and other structures serving the Premises. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Landlord under this Lease unless, the Landlord has problems of a significant nature, involving the above mentioned building components, which interferes with the Tenants use of the premises.

5.2 **TENANT DAMAGES.** Tenant shall not allow any damage to be committed on any portion of the Premises or Building or common areas, and at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Premises to Landlord in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the Premises shall be borne by Tenant.

ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

6.1 **LANDLORD IMPROVEMENTS.** If construction to the Premises is to be performed by Tenant during Tenant's occupancy, Tenant will complete the construction of the improvements to the Premises in accordance with plans and specifications agreed to by Landlord and Tenant, which plans and specifications are made a part of this Lease by reference. Within seven (7) days of receipt of plans and specifications, Tenant shall execute a copy of the plans and specifications and, if applicable, change orders setting forth the amount of any costs to be borne by Tenant. In the event Tenant fails to execute the plans and specifications and change order within the seven (7) day period, Landlord may, at its sole option, declare this Lease canceled or notify Tenant that the base rent shall commence on the completion date even though the improvements to be constructed by Landlord may not be complete. Any changes or modifications to the approved plans and specifications shall be made and accepted by written change order or agreement signed by Landlord and Tenant and shall constitute an amendment to this Lease.

6.2 **TENANT IMPROVEMENTS.** Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining consent of Landlord, which consent may not be unreasonably denied. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease. A summary of initial Landlord-approved Tenant Improvements is included as a reference in Exhibit E.

ARTICLE 7. CASUALTY AND INSURANCE

7.1 SUBSTANTIAL DESTRUCTION. If all or a substantial portion of the Premises or the Building should be totally destroyed by fire or other casualty, or if the Premises or the Building should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, or if insurance proceeds are not made available to Landlord, or are inadequate, for restoration, this Lease shall terminate at the option of Landlord by written notice to Tenant within (60) days following the occurrence, and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

7.2 PARTIAL DESTRUCTION. If the Premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, and insurance proceeds are adequate and available to Landlord for restoration, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building or other improvements to substantially the same condition in which they existed prior to the damage. If the Premises are to be rebuilt or repaired and are untenantable in part following the damage, and the damage or destruction was not caused or contributed to by actor negligence of Tenant, its agents, employees, invitees or those for whom Tenant was responsible, the rent payable under this Lease during the period for which the Premises are untenantable shall be adjusted so that Tenant is not obligated to pay rent for space which cannot be occupied or used by Tenant prior to the completion of any repair. In the event the premises as a whole are not useable, under the same circumstances as stated above, then the tenant shall be entitled to rent abatement. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

7.3 PROPERTY INSURANCE. Landlord shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Tenant upon or within the Premises, any fixtures installed or paid for by Tenant upon or within the Premises, or any improvements which Tenant may construct on the Premises. Tenant shall maintain property insurance on its personal property and shall also maintain plate glass insurance. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord even if the cost of such insurance is borne by Tenant as set forth in Article 2.

7.4 WAIVER OF SUBROGATION. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, the improvements of the Building or person property within the Building, by reason of fire or the elements, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees. Landlord and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section.

7.5 HOLD HARMLESS. Landlord shall not be liable to Tenant's employees, agents, invitees, licensees or visitors, or to any other person, for an injury to person or damage to property on or about the Premises caused by any act or omission of Tenant, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation by Tenant, or caused by the improvements located on the Premises being out of repair, the failure or cessation of any service provided by Landlord (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises. Tenant agrees to indemnify and hold harmless Landlord of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury but for intentional acts of Landlord.

7.6 PUBLIC LIABILITY INSURANCE. Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Premises and the business of Tenant, on terms and with companies approved in writing by Landlord, in which both Tenant and

Landlord shall be covered by being named as insured parties under reasonable limits of liability not less than \$1,000,000 or such greater coverage as Landlord may reasonably require, combined single limit coverage for injury or death. Such policy or policies shall provide that thirty (30) days' written notice must be given to Landlord prior to cancellation thereof. Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed that such coverage is in full force and effect.

ARTICLE 8. CONDEMNATION

8.1 SUBSTANTIAL TAKING. If all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Tenant shall have no claim to the condemnation award or proceeds in lieu thereof, except that Tenant shall be entitled to a separate award for the cost of removing and moving its personal property.

8.2 PARTIAL TAKING. If a portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 8.1 above, the rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award or proceeds in lieu thereof, except that Tenant shall be entitled to a separate award for the cost of removing and moving its personal property.

ARTICLE 9. ASSIGNMENT OR SUBLEASE

9.1 LANDLORD ASSIGNMENT. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Building. Any such sale, transfer or assignment shall not operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

9.2 TENANT ASSIGNMENT. Tenant may assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by transfer of a majority interest of stock, merger, or dissolution, which transfer of majority interest of stock, merger or dissolution shall be deemed an assignment) or mortgage or pledge the same or sublet the Premises, in whole or in part, with the prior written consent of Landlord, which written consent may not be unreasonably denied. In no event shall such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder. No assignee or sublease of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof.

9.3 CONDITIONS OF ASSIGNMENT. If Tenant desires to assign or sublet all or any part of the Premises, it shall so notify Landlord at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease and such information as Landlord might request concerning the proposed sublease or assignee to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublease or assignee. Within seven (7) days after Landlord's receipt of Tenant's proposed assignment or sublease and all required information concerning the proposed sublease or assignee, Landlord shall have the following options: (1) cancel this Lease as to the Premises or portion thereof proposed to be assigned or sublet; (2) consent to the proposed assignment or sublease; and, if the rent due and payable by any assignee or sublease under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the rent payable under this Lease for such space, Tenant shall pay to Landlord fifty (50%) of all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant; or (3) refuse, in its sole and absolute discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Landlord gives Tenant written notice providing otherwise. Upon the occurrence of an event of default, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its

option, collect directly from the assignee or sublease all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all unsecured properties on the Premises to secure payment of such sums. Landlord from the assignee or sublease directly shall not construe any collection to constitute a novation or a release of Tenant or any guarantor from the further performance of its obligations under this Lease.

9.4 RIGHTS OF MORTGAGE. Tenant accepts this lease subject and subordinate to any recorded mortgage presently existing or hereafter created upon the Building and to all existing recorded restrictions, covenants, easements and agreements with respect to the Building. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's Interest under this Lease to any first mortgage lien hereafter placed on the Premises, and Tenant agrees upon demand to execute additional instruments subordinating this Lease as Landlord may require. If the interests of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee (sometimes called the "Purchaser") at the option of the purchaser. Under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this Lease, and, if requested by the Purchaser, Tenant agrees to attorn the Purchaser, including the first mortgagee under any such mortgage if it be the Purchaser, as its Landlord. Notwithstanding the foregoing, Tenant shall not be disturbed in its possession of the Premises so long as Tenant is not in default hereunder.

9.5 TENANT STATEMENT. Tenant agrees to furnish, from time to time, within ten (10) days after receipt of a request from Landlord or Landlord's mortgagee, a statement certifying, if applicable, the following: Tenant is in possession of the Premises; the Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Tenant claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord's mortgagee. Tenant's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Landlord, that Landlord is not in default of any of its obligations under this Lease, and that Landlord has not received more than one month's rent in advance. The Tenant hereby grants the Landlord permission to check references and other resources regarding the Tenant's credit experience including banking, loans, public records and other credit accounts.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 DEFAULT BY TENANT: The following shall be deemed to be events of default ("Default") by Tenant under this Lease: (1) Tenant shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease; (2) Tenant shall abandon any substantial portion of the Premises; (3) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within fifteen (15) days after written notice to Tenant; (4) Tenant shall file a petition or if an involuntary petition is filed against Tenant, or becomes insolvent, under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (5) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or the Building and/or project of which the Premises are a part.

In the event that an order for relief is entered in any case under Title 11, U.S.C. (the "Bankruptcy Code") in which Tenant is the debtor and: (A) Tenant as debtor-in-possession, or any trustee who may be appointed in the case (the "Trustee") seeks to assume the Lease, then Tenant, or Trustee if applicable, in addition to providing adequate assurance described in applicable provisions of the Bankruptcy Code, shall provide adequate assurance to Landlord of Tenant's future performance under the Lease by depositing with Landlord a sum equal to the lesser of twenty-five percent (25%) of the rental and other charges due for the balance of the Lease term of six (6) months' rent ("Security"), to be held (without any allowance for interest thereon) to secure Tenant's obligations under the Lease, and (B) Tenant, or Trustee if applicable, seeks to assign

the Lease after assumption of the same, then Tenant In addition to providing adequate assurance described in applicable provisions of the bankruptcy Code, shall provide adequate assurance to Landlord of the proposed assignee's future performance under the Lease by depositing with Landlord a sum equal to the Security to be held (without any allowance or interest thereon) to secure performance under the Lease. Nothing contained herein expresses or implies, or shall be construed to express or imply, that Landlord is consenting to assumption and/or assignment of the Lease by Tenant, and Landlord expressly reserves all of its rights to object to any assumption and/or assignment of the Lease. Neither Tenant nor any Trustee shall conduct or permit the conduct of any "fire", "bankruptcy", "going out of business" or auction sale in or from the Premises.

10.2 REMEDIES FOR TENANT'S DEFAULT. Upon the occurrence of a Default as defined above, Landlord may elect either (i) to cancel and terminate this Lease and this Lease shall not be treated as an asset of Tenant's bankruptcy estate, or (ii) to terminate Tenant's right to possession only, Landlord shall have the continuing right to cancel and terminate this Lease by giving three (3) days' written notice to Tenant of such further election, and shall have the right to pursue any remedy at law or in equity that may be available to Landlord.

In the event of election under (ii) to terminate Tenant's right to possession only, Landlord may, at Landlord's option, enter into the Premises and take and hold possession thereof, without such entry into possession terminating this Lease or releasing Tenant in whole or part from Tenant's obligation to pay all amounts hereunder for the full stated term. Upon such reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Such reentry shall be conducted in the following manner; without resort to judicial process or notice of any kind if Tenant has abandoned or voluntarily surrendered possession of the Premises; and, otherwise, by resort to judicial process. Upon and after entry into possession without termination of the Lease, Landlord may, but is not obligated to, relet the Premises, or any part thereof, to any one other than the Tenant, for such time and upon such terms as Landlord, in Landlord's sole discretion, shall determine. Landlord may make alterations and repairs to the Premises to the extent deemed by Landlord necessary or desirable.

Upon such re-entry, Tenant shall be liable to Landlord as follows:

- A. For all attorneys' fees incurred by Landlord in connection with exercising any remedy hereunder;
- B. For the unpaid installments of base rent, additional rent or other unpaid sums which were due prior to such reentry, including interest and late payment fees, which sums shall be payable immediately.
- C. For the installments of base rent, additional rent, and other sums falling due pursuant to the provisions of this Lease for the period after reentry during which the Premises remain vacant, including late payment charges and interest, which sums shall be payable as they become due hereunder.
- D. For all expenses incurred in releasing the Premises, including leasing commissions, attorneys' fees, and costs of alterations and repair, which shall be payable by Tenant as they are incurred by Landlord; and
- E. While the Premises are subject to any new lease or leases made pursuant to this Section, for the amount by which the monthly installments payable under such new lease or leases is less than the monthly installment for all charges payable pursuant to this lease, which deficiencies shall be payable monthly.

Notwithstanding Landlord's election to terminate Tenant's right to possession only, and notwithstanding any reletting without termination, Landlord, at any time thereafter, may elect to terminate this Lease, and to recover (in lieu of the amounts which would thereafter be payable pursuant to the foregoing, but not in diminution of the amounts payable as provided above before termination), as damages for loss of bargain, and not as a penalty, an aggregate sum equal to the amount by which the rental value of the portion of the term unexpired at the time of such election is less than an amount equal to the unpaid base rent, percentage rent, and

additional rent and all other charges which would have been payable by Tenant for the unexpired portion of the term of this Lease, which deficiency and all expenses incident thereto, including commissions, attorneys' fees, expenses of alterations and repairs, shall be due to Landlord as of the time Landlord exercises said election, notwithstanding that the term had not expired. If Landlord, after such reentry, leases the Premises, then the rent payable under such new lease shall be conclusive evidence of the rental value of the unexpired portion of the term of this Lease.

If this Lease shall be terminated by reason of the bankruptcy or insolvency of Tenant, Landlord shall be entitled to recover from Tenant or Tenant's estate, as liquidated damages for loss of bargain and not as a penalty, the amount determined by the immediately preceding paragraph.

10.3 LANDLORD'S RIGHT TO PERFORM FOR ACCOUNT OF TENANT. If Tenant shall be in Default under this Lease, Landlord may cure the Default at anytime for the account and at the expense of Tenant. If Landlord cures Default on the part of Tenant, Tenant shall reimburse Landlord upon demand for any amount expended by Landlord in connection with the cure, including, without limitation, attorney's fees and interest.

10.4 INTEREST AND ATTORNEYS FEES. In the event of a Default by Tenant: (1) If a monetary default, interest shall accrue on any sum due and unpaid at the rate of the lesser of eighteen percent (18%) per annum or the highest rate permitted by law and, if Landlord places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any rent due or to become due or recovery of the possession of the Premises, Tenant agrees to pay Landlord's costs of collection, including reasonable attorney's fees for the services of the attorney, whether suit is actually filed or not.

10.5 ADDITIONAL REMEDIES, WAIVERS, ETC.

- A. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any times, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.
- B. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or remedy from time to time.
- C. No delays or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, Default.
- D. No waiver of Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.
- E. No action or inaction by Landlord shall constitute a waiver of Default.
- F. No waiver of Default shall be effective unless it is in writing and signed by Landlord.

ARTICLE 11. AMENDMENT AND LIMITATION OF WARRANTIES

11.1 ENTIRE AGREEMENT. It is expressly agreed by tenant. As a material consideration for the execution of this lease, that this lease, with the specific references to written extrinsic documents, is the entire agreement of the parties; that there are, and were. No verbal representations, warranties, understanding, stipulations, agreements or promises pertaining to this lease or to the expressly mentioned written extrinsic documents not incorporated in writing in this lease.

11.2 AMENDMENT. This lease may not be altered, waived, amended or extended except by an instrument in writing signed by landlord and tenant.

ARTICLE 12. MISCELLANEOUS

12.1 ACT OF GOD. Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by Tenant.

12.2 SUCCESSORS AND ASSIGNS. This lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Landlord's interest in the Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this lease nevertheless shall remain unimpaired and in full force and effect, and Tenant hereunder agrees to attorn to the then owner of the Premises.

12.3 CAPTIONS. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any Section.

12.4 NOTICE. All rent and other payments required to be made by Tenant shall be payable to Landlord at the address set forth in Section 1.5. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth in Section 1.5. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth in Section 1.5, or at any other address within the United States as Tenant may specify from time to time by written notice. Any notice or document required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Section 1.5.

12.5 SUBMISSION OF LEASE. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

12.6 CORPORATE AUTHORITY. If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. In the event any representation or warranty is false, all persons who execute this Lease shall be liable, individually, as Tenant.

12.7 HAZARDOUS SUBSTANCES. Tenant not may bring or permit to remain on the Premises or the Building substances defined as hazardous materials or hazardous substances under federal, state, or local law or regulation ("Hazardous Materials"). Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorney fees and court costs) caused by or arising out of the presence or any release of any Hazardous Materials on, under, or about the Premises or the Building during the term of the Lease in conformance with the requirements of applicable law. Tenant shall immediately give Landlord written notice of any suspected breach of this paragraph; upon learning of the presence of any release of any Hazardous Materials, and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises or the Building. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

12.8 SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.9 BROKERAGE. Landlord and Tenant each represents and warrants to the other that there is no obligation to pay any brokerage fee, commission, finder's fee or other similar charge in connection with this Lease. Each party covenants that it will defend, indemnify and hold harmless the other party from and against any loss or liability by reason of brokerage or similar services alleged to have been rendered to, at the instance

of, or agreed upon by said indemnifying party. Notwithstanding anything herein to the contrary, Landlord and Tenant agree that there shall be no brokerage fee or commission due on expansions, options or renewals by Tenant. Any brokerage fee or commissions paid by Landlord as a result of this lease agreement shall not be deemed "operating expenses" as defined within this agreement.

12.10 FURNISHING OF FINANCIAL STATEMENTS: Prior to the execution of the Lease Agreement, and from time to time as requested by Landlord or if Tenant is in default as defined by this Agreement, then upon Landlord's written request, Tenant shall promptly furnish Landlord with business financial statements certified by Tenant to be true and correct, reflecting Tenant's then current financial condition. At Landlord's request, such financial statements shall be audited in accordance with generally accepted accounting practices. The financial statements shall include a current balance sheet, a profit and loss statement, and other statements deemed necessary by Landlord for the most recent twelve (12) month period. Upon Landlord's request, Tenant and Landlord shall semi-annually meet to review the operating statements and balance sheet for the business entity operating in the Demised Premises. Tenant may request Landlord to sign a confidentiality statement prepared by Tenant prior to meeting. If Landlord does not sign confidentiality statement, Tenant is under no obligation to disclose any information.

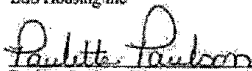
12.11 NOTIFICATION TO TENANT: Landlord hereby notifies Tenant that the corporation authorized to execute this Lease and manage the Premises is LSS Property Management Group, LLC.

12.12 EXHIBITS. Reference is made to the following Exhibits which are attached hereto and made a part hereof:

ARTICLE 13. SIGNATURES

SIGNED effective the day and year first above written:

LANDLORD
LSS Housing Inc


Paulette Paulson, Director

TENANT
Chen Cheng Huan


Chen Cheng Huan, Owner

EXHIBIT B. SIGNAGE GUIDELINESBuilding Signage

1. Written request for building signage installation will include dimensions, style, color, and layout of signage as it relates to the leased space along with cross section including installation specifications and shop drawings.
2. All signage must have written approval from Lessor prior to installation.
3. Style of lettering is open to be pre-approved by Lessor.
4. Color of lettering face is open to be pre-approved by Lessor.

Monument signage

1. All signage copy requires pre-approval from Lessor.
2. Location on the monument is at the sole discretion of Lessor and its location will be directed to the sign company via the Lessor.

Glass door signage

1. All signage copy requires pre-approval from Lessor.
2. All lettering must be installed on the inside of the glass.
3. All lettering installed 48 to 66 inches from finished floor. One door section only. Text will only indicate business name, credit card acceptance and hours of operation. No other signage allowed on the business entrance door(s).

Stationary glass signage and/or banner installation

1. All signage copy and banner / advertisements require pre-approval from Lessor.
2. All lettering must be installed on the inside of the glass.
3. All lettering installed 48 to 66 inches from finished floor.
4. Banner / advertisements may not cover more than 25% of total store front glass.
5. Painted on the glass lettering is not allowed.

Exterior service door

1. All signage copy requires pre-approval from Lessor.
2. White lettering, upper case, letter height to be 2 inches.
3. First row of lettering 18 inches from top of door, 3 lines maximum.

Common corridor or service hall

1. Each door from the corridor will be labeled with business name and may include text such as, designated employee entrance, private door only, deliveries only, or similar, and this signage will be installed by Lessor and billed directly to Lessee for reimbursement.

Coming Soon banner

1. Tenant may install on the inside glass of the demised, and only after lease execution a banner indicating the arrival of Tenant to the center. Banner may include the text "coming soon" or similar language. Should the banner be installed prior to possession date, Landlord shall not be responsible for the interior glass cleaning. Banner may not cover access to the doors.

Portable/changeable copy mobile signs.

1. Vendors of mobile signs need to be approved in advance.
2. Only two colors of letters/numbers to be used, florescent pink and/or florescent yellow. They can also produce business logos.
3. Lessor must pre approve the copy before vendor is contacted. Request must be presented to Lessor 15 calendar days prior to planned placement of sign. A \$45.00 charge is due and payable to Landlord upon sign request.
4. Sign cannot be in place more than 30 consecutive days.
5. Each Lessee can lease a sign and place on property a maximum of 3 times in a 12-month period.
6. Can reserve a 30-day period up to 12 months in advance.
7. Cannot reserve the same 30 days, within a 24-month period, unless no other Lessee has requested those particular days in advance.
8. Only two signs at property at any one time.
9. All grand openings must have the words "grand opening" or similar and must be put in service within 120 days of opening doors for business to the general public. Only one grand opening is permitted.
10. Conditions listed above subject to change at Landlord's discretion.
11. Conditions listed above subject to change as required by City of Jamestown.

General Restrictions

- No flashing, moving, or audible signs, to include time and or temperature signs.
- No signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers.

Landlord reserves the right to entertain and approve any variances, presented by Tenant, from the above listed criteria.

EXHIBIT C. RULES AND REGULATIONS OF THE LANDLORD

1. No smoking shall be permitted in the Building.
2. No awning, shade, sign, advertisement, or notice shall be inscribed, painted or affixed on or to any part of the outside of the Building except by the written consent of Landlord, and except it be of such color, size and style and in such place upon or in the Building, as may be designated by Landlord.
3. No physician, surgeon or dentist shall advertise his business in any manner prohibited by the Code of Ethics of the American Medical Association.
4. Landlord shall prescribe the weight, size and position of all safes used in the Building, and such safes shall in all cases stand on wood or metal of such size as shall be designated by Landlord. All damage done to the Building, by putting in, or taking out or maintaining a safe, shall be repaired at the expense of Tenant.
5. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Demised Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the use of general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Tenant shall not go upon the roof of the Building.
6. The Demised Premises shall not be used for the storage of unrelated merchandise or for lodging. Cooking shall be done or permitted by Tenant on the Demised Premises, provided that such use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations.
7. Landlord will furnish Tenant with two (2) keys to the Demised Premises, free of charge. No additional locking devices shall be installed in the Demised Premises by Tenant, nor shall any locking device be changed or altered in any respect without the prior written consent of Landlord. All locks installed in the Demised Premises, excluding Tenant's vaults and safes, or special security areas (which shall be designated by Tenant in a written notice to Landlord), shall be keyed to the Building master key system. Landlord may make reasonable charge for any additional lock of any bolt (including labor) installed on any door of the Demised Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys to doors in the Demised Premises.
8. Tenant shall schedule with Landlord, by written notice given no less than forty-eight (48) hours in advance, its move into or out of the Building, and Tenant shall reimburse Landlord upon demand for any additional security or other charges incurred by Landlord as a consequence of such moving. The persons employed by Tenant to move equipment or other items in or out of the Building must be acceptable to Landlord. The floors, corners and walls of elevators and corridors used for the moving of equipment or other items in or out of the Building must be adequately covered, padded and protected, and Landlord may provide such padding and protection, at Tenant's expense. Landlord will not be responsible for loss of or damage to any such property from any case, and all damages done to the Building by moving or maintaining Tenant's property shall be repaired at the expense of Tenant.
9. Tenant shall not use or keep in the Demised Premises or the Building any material which is prohibited by standard local codes. Tenant shall not use, keep or permit or suffer the Demised Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business in the Building other than activity normally associated with the standard operation of the Tenants business.
10. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations other than standard window coverings shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord.

11. Tenant shall see that the doors of the Demised Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Demised Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridor closed at all times except for ingress and egress and all tenants shall at all times comply with any rules or orders of the fire department with respect to ingress and egress.
12. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be deposited therein, and any damage resulting to same from Tenant's misuse thereof shall be paid for by Tenant.
13. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Demised Premises of, or use or permit the use of any sidewalk or common area adjacent to the Demised Premises for the sale of, newspapers, magazines, periodicals, theater tickets or any other goods, merchandise, or service, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Demised Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Demised Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.
14. Tenant shall not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building without Landlord's written permission.
15. Tenant shall not use in any space, or in the common areas of the Building, any hand trucks except those equipped with rubber tires and side guards or such other materials-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into the Building or kept in or about the Demised Premises.
16. Tenant shall store all its trash and garbage within the Demised Premises until removal of same to such location outside the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City without being in violation of any law or ordinance governing such disposal.
17. All loading, unloading and delivery of merchandise, supplies, materials, garbage and refuse shall be made on and through such entryways and elevators and at such times as Landlord shall designate. In its use of the Loading areas of the Building, Tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall Tenant park vehicles therein except for immediate loading and unloading purposes.
18. Canvassing, soliciting, peddling or distribution of handbills or any other written material outside of demised property is prohibited and Tenant shall cooperate to prevent same.
19. Landlord reserves the right to select the name of the Building and to make such changes or changes of name as it may deem appropriate from time to time, and Tenant shall not refer to the Building by any name other than: (i) the name as selected by Landlord (as same may be changed from time to time), or (ii) the postal address, approved by the United States Post Office. Tenant shall not use the name of the Building in any respect other than as an address of its operation in the Building without the prior written consent of Landlord. Landlord will compensate Tenant for reasonable replacement costs to signage, promotional material and stationery.
20. Tenant assumes all responsibility for protecting its premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.
21. All incoming mail and package deliveries shall be received at the area in the Building designated by Landlord for such purposes.

22. Landlord reserves the right to exclude or expel from the Building any person who is, in the judgment of Landlord, intoxicated or under the influence of alcohol or other drug or who is in violation of any of the Rules or Regulations of the Building.
23. No animals, birds or livestock shall be permitted in the Demised Premises or the Building.
24. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
25. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other, and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Demised Premises, and for the preservation of good order therein.
26. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Tenant's assigns, agents, clerks, employees and visitors. Wherever the word "Landlord" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, employees and visitors.
27. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any lease of premises in the Building.
28. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.
29. So long as the parking shall remain on the premises of the Center, Landlord reserves the right to designate and enforce employee parking areas should it become necessary in Landlord's sole judgment to do so.

Exhibit C
Affordable Housing Requirements and Income Limits

PSND acknowledges and agrees that one hundred percent (100%) of the seventeen (17) units located at 45 19th Ave SW, Minot, ND 58701, will benefit households having initial incomes at or below eighty percent (80%) of the AMI, adjusted for household size, as established under income guidelines of HUD. These income limits are determined according to HUD's income limits for the area which the address is located.

Based upon 2025 HUD-described income limits for this area, the following income limits apply for all beneficiaries of the housing units developed using CDBG funds.

HUD Household 2025 80% Income Limits, Ward County, ND

Category	1 Per	2 Per	3 Per	4 Per	5 Per	6 Per	7 Per	8 Per
EXTRA LOW INCOME	23,600	27,000	30,350	33,700	37,650	43,150	46,650	54,150
VERY LOW INCOME	29,350	44,950	50,550	56,150	60,650	65,150	69,650	74,150
LOW INCOME	62,900	71,900	80,900	89,850	97,050	104,250	111,450	118,650

The above-referenced income limits may be periodically adjusted, based upon HUD's annual adjustments. Upon any adjustment, PSND shall apply the most current income limits in effect at the time of each rental application.

Exhibit D
Affirmative Marketing Plan

Prior to rental activity, PSND shall cause to be established and implemented a written Affirmative Marketing Plan and procedures defining actions to provide information and to otherwise attract eligible persons in the housing market area to the following addresses: 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW# 202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #208, 45 19th Ave SW #208, 45 19th Ave SW #207, 45 19th Ave SW #210 without regard to race, color, national origin, sex, religion, familial status, or disability. The Affirmative Marketing Plan shall include, but not necessarily be exclusively limited to:

1. The method to be used in informing the public and potential renters about the availability of housing at the following property addresses: 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW# 202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #208, 45 19th Ave SW #208, 45 19th Ave SW #207, 45 19th Ave SW #210.
2. Procedures to be used to inform and solicit application from people in the housing market area not likely to apply for housing without special outreach.
3. The use of the federal Equal Housing Opportunity logotype or slogan shall be contained on all advertisements, press releases, brochures, and materials used in the solicitation of housing beneficiaries or to otherwise inform the public about the availability of housing under this Agreement.
4. A Fair Housing poster shall be displayed, in locations available to the public, at the office of PSND, any sales/rental office and, in the case of rental property, at any community room on the property.
5. A brochure or similar printed document, describing federal Fair Housing laws shall be provided to each applicant for housing under this Agreement.
6. An annual record of PSND's actions to affirmatively markets units shall be maintained by PSND and made available for City inspection.
7. During the twenty (20) year Affordability Period, PSND shall annually assess its success of affirmative marketing actions, and provide said assessment, in writing, to the City within sixty (60) days following the end of each calendar year. PSND shall take necessary and appropriate action to correct deficiencies found from the annual assessment, whether identified by PSND or reasonably required of the City.

Exhibit E
Maintenance Responsibilities and Expectations
Broadway Circle Project (Premises) – Pathfinder Services of ND (PSND)

Pursuant to the Operations and Maintenance Agreement between the City of Minot and Pathfinder Services of ND ("PSND"), PSND agrees to operate and maintain the Broadway Circle project in a manner consistent with the standards of a reasonably prudent property owner and landlord. PSND shall, at its sole cost and expense, be responsible for all maintenance, repairs, and replacements necessary to keep the Premises, including the interior and exterior portions, structural components, roof, plumbing, HVAC, electrical systems, parking areas, sidewalks, landscaping, and all other improvements, in good condition and repair throughout the term of this Lease, reasonable wear and tear excepted. PSND shall promptly make all repairs and replacements necessary to maintain the Premises in compliance with all applicable laws, ordinances, and regulations. The following maintenance responsibilities and expectations shall apply to all structures and grounds within the Broadway Circle project, including the commercial building, the homeless shelter, and the low-to-moderate income (LMI) apartment complex.

I. General Maintenance Responsibilities

- Building Structure and Interior
- HVAC Systems
- Plumbing and Water Systems
- Electrical Systems
- Life Safety Systems
- Appliances and Fixtures
- Surveillance Equipment
- Roofing

II. Grounds and Exterior Maintenance

- Snow and Ice Removal
- Lawn and Landscaping
- Trash and Debris
- Exterior Lighting
- Pest Control
- Parking Lot striping
- Painting, Siding Maintenance
- Property signage
- Playground Upkeep

III. Routine System Checks and Preventative Maintenance

- Monthly walk-throughs of all common areas and building systems
- Quarterly testing of fire and life safety systems
- Biannual HVAC system checks (spring and fall)
- Annual roof, foundation, and exterior inspection reports
- Annual maintenance of mechanical systems (boilers, water heaters, sump pumps, etc.)

IV. Recordkeeping and Reporting

- PSND shall maintain logs of all maintenance activities, inspections, work orders, and repairs
- Records shall be made available to the City and HUD upon request and during routine monitoring visits
- PSND shall notify the City within 48 hours of any emergency condition that affects habitability or major system failure (e.g., HVAC outage, gas leak, fire damage)

Exhibit F Insurance and Bonding Requirements

- a. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Property insurance insuring the full and true replacement value of all Tenant's real property and personal property located on or in the buildings in which the leased premises are located for all losses.
- c. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- d. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Agreement. For the purposes of this Agreement, the only state of operation is North Dakota.
- e. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance.
- f. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. PSND must continually maintain such coverage during the Affordability Period and for three (3) years thereafter.

The insurance coverage listed above must meet the following additional requirements:

- g. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of PSND. The amount of any deductible or self-retention is subject to approval by the City.
- h. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the City.
- i. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in the Agreement.
- j. The City shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of PSND.
- k. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the City.
- l. PSND shall furnish a certificate of insurance to the City before commencement of this Agreement.
- m. Failure to provide insurance as required in this Agreement is a material breach of the contract, entitling the City to terminate this Agreement immediately.
- n. PSND shall provide thirty (30) days' notice of any cancellation or material change to the policies or endorsements. PSND shall provide on an ongoing basis a certificate of insurance during the term of the Agreement. A renewal certificate will be provided ten (10) days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) days in the event of any change in policy.

Exhibit G Applicable Federal Requirements

A. Civil Rights Compliance

If applicable to the CDBG eligible activity related to the acquisition of real property, PSND shall comply with Title VI of the Civil Rights Act of 1964 as amended, and Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (B) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Non-Discrimination

PSND shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 2 CFR 570.607, as revised by Executive Order 13279. PSND will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. PSND will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. Section 504 of the Rehabilitation Act of 1973

With respect to contracts for the rental development, PSND shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. Upon written request from PSND, the City shall provide the PSND with guidelines necessary for compliance with that portion of the Regulations in force during the term of this Agreement.

D. Title VI of the Civil Rights Act of 1974

PSND agrees to comply with Title VI, as well as other antidiscrimination laws, at all times including emergencies. Title VI provides that:

“no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance”

Title VI requires that recipients of federal financial assistance are prohibited from implementing facially neutral policies and practices that have a disproportionate impact on protected groups. Additionally, Title VI requires recipients to ensure that LMI persons have meaningful access to programs or activities, benefits, services, and vital information. To avoid violations of federal law, recipients must ensure that their actions do not exclude individuals because of their race, color, or national origin, including Limited English Proficiency (LEP).

E. Employee Restrictions/Prohibited Activity

PSND is prohibited from using program income received from rental contracts/leases in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

F. OSHA

Where employees of PSND are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

G. Conflict of Interest

PSND shall abide by the provisions of 24 CFR 570.611, which include (but are not limited to) the following:

1. PSND shall maintain a written code or Standards of Conduct that shall govern the performance of its officers, employees and/or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of PSND shall participate in the selection, or in the award, or administration of a contract if a conflict of interest, real or apparent.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of PSND or any designated public agency.

PSND hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, PSND will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. PSND will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that PSND shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Copyright

If this Agreement results in any copyrightable material or inventions, PSND and/or the City reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use to authorize others to use, the work or materials for governmental purposes.

I. Copeland Anti-Kickback Act of 1934

When applicable, PSND shall comply with the Copeland "Anti-kickback" Act of 1934, (40 USC 3145) prohibits and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

J. Lead Based Paint Poisoning Prevention Act of 1971, (42 USC 4831)

When applicable, PSND shall comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35 and all other related federal regulations, prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; requires notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning; requiring inspection and testing of such housing and requires elimination of any lead-based paint hazards in such housing that is to be rehabilitated, modernized or improved under this Agreement.

K. Section 3 Housing/Community Development Act of 1968

When applicable, PSND shall comply with Section 3 of the Housing and Community Development Act of 1968, and 24 CFR part 135 as amended, provides that, to the greatest extent feasible, opportunities for training, employment, and new contracting opportunities that arise through HUD financed projects under this Program will be given to lower income persons who qualify as a Section 3 resident in the unit of the project area of the Family Homeless Shelter?, and that contracts be awarded to businesses located in the project area Broadway Circle? owned, in substantial part, by Section 3 eligible residents of the project area Broadway Circle or who have thirty percent (30%) or more of their full-time employees qualify as a Section 3 residents. The regulation applies to any HUD grant exceeding \$200,000 and any subaward exceeding \$100,000. PSND will provide the City with verification of compliance with Section 3 for contractors and subcontractors define timeline for providing verification.

As a condition of receiving Federal funds, PSND is required to comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 (Section 3), PSND is required to pass down the Section 3 requirements to construction contractors and subcontractors funded with HUD funds and to monitor contractors and subcontractors for compliance with these requirements.

L. Acquisition Policy

1. PSND shall comply with Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
2. PSND shall inform affected persons of their rights and of the acquisition policies and procedures set forth in the HUD regulations at 24 CFR Part 42.



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: July 7, 2025

SUBJECT: COLUMBARIUM SECTION BID APPROVAL AND BUDGET AMENDMENT

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the budget amendment on first reading;**
- 2. Approve the selection of Kyber Columbarium and Construction as the lowest bidder; and**
- 3. Authorize the Mayor and staff to update & sign applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Rosehill Cemetery is currently experiencing a significant shortage of columbaria niches, with only 14 niches remaining and utilization at 90% capacity. In response to this increasing demand, the cemetery has issued a call for bids to facilitate the expansion of its columbarium, anticipated to enhance niche availability by 2025 end. This expansion is projected to meet community requirements for an additional 6 to 10 years, contingent on the rate of requests. Efforts to incorporate additional columbarium sections are actively progressing, with ongoing research aimed at 2025 integration. An analysis of cremation trends from 2002 to 2024 has revealed a 550% surge in demand, underscoring the necessity for increased niche capacity. This substantial rise, from 15 cremations in 2002 to 83 in 2024, emphasizes the critical need for expanded columbarium sections. Moreover, the cemetery has observed a consistent increase in niche sales over the past nine years, starting from 12 in 2016 and reaching 17 in 2024. Rosehill Cemetery remains dedicated to addressing the dwindling supply of columbarium niches, ensuring that the needs of the community are met well into the future.

B. Proposed Project

With the current trend analysis highlighting the growing need for columbaria niches, the Cemetery staff have reviewed multiple approaches to ensure current community service requests are met. Initially, a 2 to 5 year plan was considered to meet the monthly requirements for columbaria niche sales. However, this review identified a greater need over a longer period to address the rise in columbarium services versus a declining desire for standard burial services. The study reflected a 550% increase in cremation services from 2002 to 2024, while traditional burial services saw a 36% decline. This significant shift in preferences led the team to expand their review to a 5 and 10 year plan. The recommended project involves a budget amendment to cover the procurement of four columbaria sections, each providing 48 niches, resulting in an increase of 192 total niches for the community. This approach ensures there are available niches for the next 6 to 10 years. The team also researched other budget line items to reprioritize funding, aligning better with a longer strategic plan to meet the community's needs. Due to shifting priorities, the IT Cemetery software budget for 2025 could be redirected to this higher priority need, covering the budget amendment without requiring additional funding from other sources.

C. Recommendation Detail

This project will ensure a fully completed columbarium section that aligns with aesthetic desires and material consistency, avoiding issues that can arise if procured at separate timeframes.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

As indicated, this project will ensure all columbaria sections match aesthetically, while providing additional niche availability for the growing community needs.

C. Fiscal Impact

Project Costs

Kyber Proposal: \$92,000 (\$23,000 per section x4 - includes installation not cement work)

Project Funding

Current Funding (12054000 57200 Infrastructure): \$65,000

BA Funding: (12054000 44350 IT MTCE and Repair): \$40,000

VI. ALTERNATIVES

1. Council could elect/direct staff to procure a reduced quantity of columbaria sections to remove the request/requirement for a budget amendment for moving funding from IT Maintenance and Repair to Infrastructure. This would result in

fewer available niches for future years requiring additional Procurements at a more regular rate (every 2-3 years).

2. Council could elect to reject the selection of Kyber for the columbaria section procurement. This would result in a high risk of depleted niche availability for future years.

Columbarium Bids

Company Name	Total Cost	Unit Price	Unit Installation Charge	Mahogany Color	Niches Per Unit	Type of Construction	Lead Time
Jack Monument	\$153,200.00	\$30,300.00	\$8,000.00	Mahogany	24	Full Granite	4-6 Months
Kyber	\$113,200.00	\$28,300.00	Included in Unit Cost	Choice of 4 Mahogany Colors	48	Aluminum Frame/Granite Exterior	14 Weeks
Kyber 2	\$92,000.00	\$23,000.00	Included in Unit Cost	Choice of 4 Mahogany Colors	48	Full Granite	14 Weeks
Eickhof	\$155,686.00	\$38,921.50	Included in Unit Cost	Mahogany	48	Aluminum Frame/Granite Exterior	Dec-25
Thomas	\$119,311.41	\$29,827.85	Included in Unit Cost	Grey Frame/Mahogany Doors	48	Full Granite	16-24 Weeks
Thomas 2	\$121,895.80	\$30,473.95	Included in Unit Cost	India Mahogany	48	Full Granite	16-24 Weeks
Dakota Granite Monument Warehouse	\$132,407.00	\$26,642.00	(all 4) \$25,751	Rushmore Mahogany	48	Full Granite	4-6 Months
	\$154,800.00	\$33,700.00	\$5,000.00	Imperial Mahogany	48	Full Granite	4 Months



Current Status

The cemetery currently has one columbarium with 144 niches. It is 90% sold as of 6/30/2025.

- This columbarium was installed in 2015. At that time we paid, \$46,329 + \$10,471 for concrete work.
- Niches in Rows A, B, & C are priced at \$900
- Niches in Rows D, E, & F are priced at \$800
- At these prices this unit paid for itself in 6 years. As of April 10, 2024 this unit had generated \$93,700.

A lot of customers choose to utilize this option in large part because it is a very economical option for them.

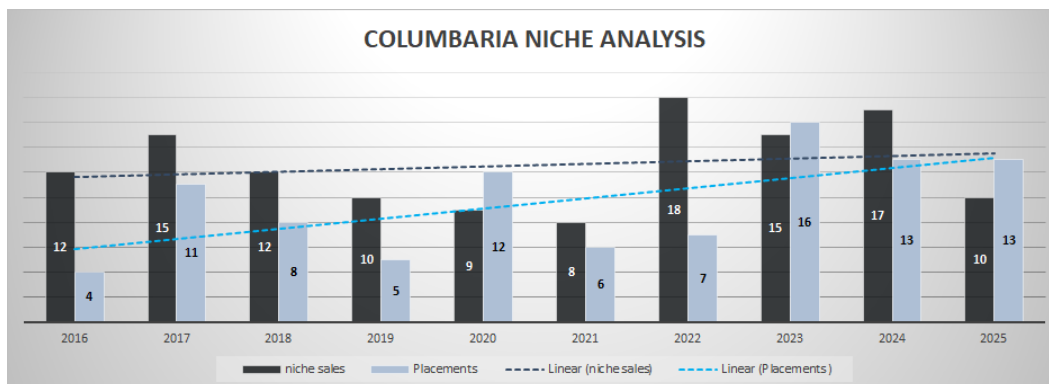
- There are little to no additional fees for interment. Only a \$150 2nd opening fee.
- Can completely pay ahead.
- Much cheaper to get the plaque engraved than to buy a stone.

It is very economical for the Cemetery as well.

- Initial investment can be large, however niches can be priced in a way to plan when the unit pays for itself..
- Little to no work for employees for burial. 10 minutes or less for opening/closing.
- Can inter more people in less square footage of property.

Demand for these niches has increased since it was installed.

- In the 9 years since then the average number of sales has been 13 niches per year.
- 2016-2020 was mostly 12+ sales a year with only one year at 8.
- 2021-2023 saw much higher sales rates after only 8 in 2021, we have seen 15 to 18 sales per
- year. So far in 2025 (10 as of June 2025), we are in line with the number of sales in 2023 (18).



Future Plans

In 2021 the cemetery started to budget in \$16,250 for a total of 4 years (line item: 57200 - Infrastructure) to finance additions to the columbaria section.

- In the 2022 budget, this item was taken out of the budget.
- It was started again in 2023 and has continued to 2024.
- 2025 will be the maturation year with a total of \$65,000 put aside.
- Additional funding is being requested to ensure a better match to existing columbaria sections.



Examples of 48 Niche Units

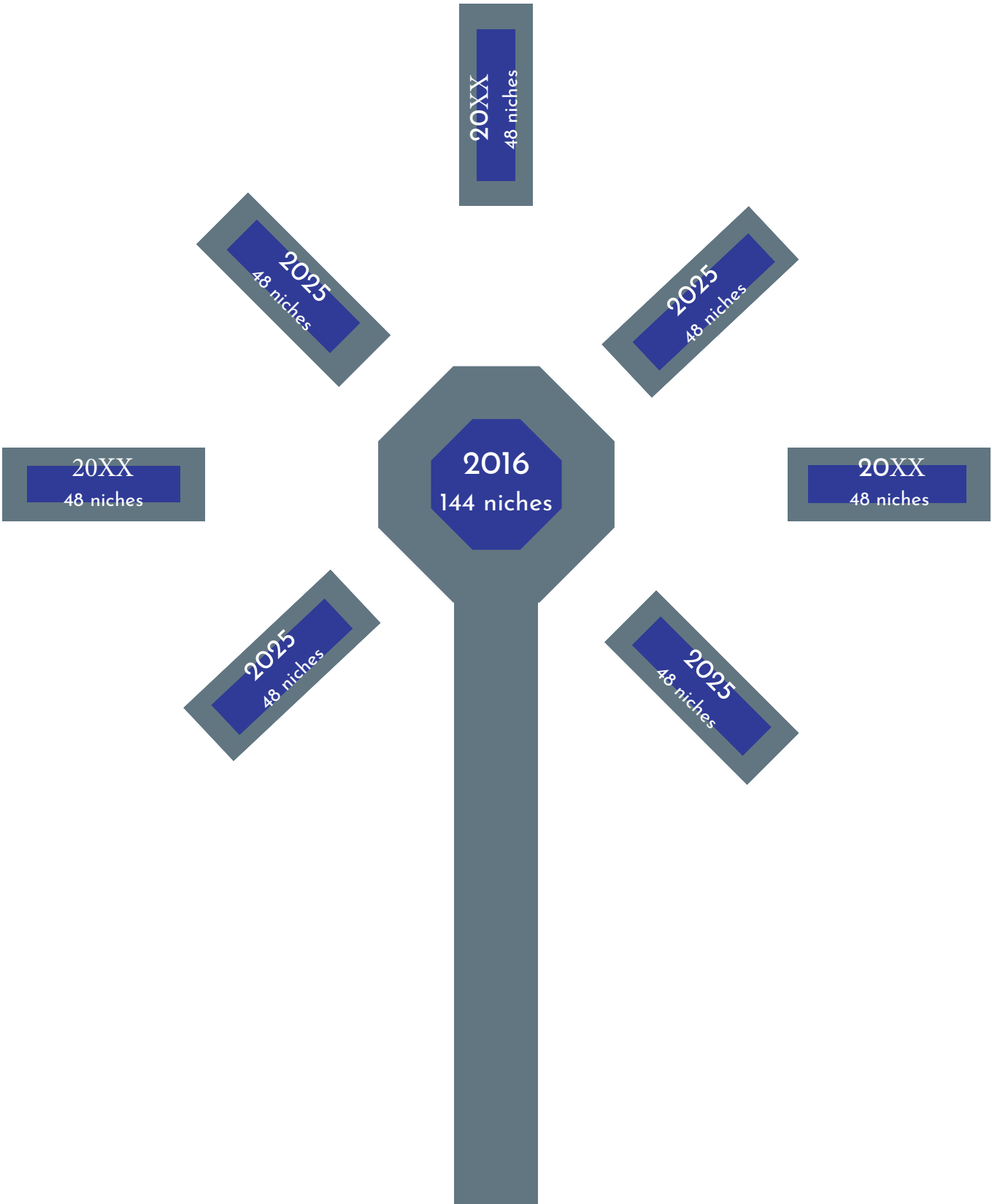


The superintendent would like to add in rectangular units at either 48 niches per unit.

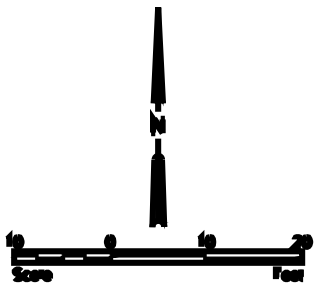
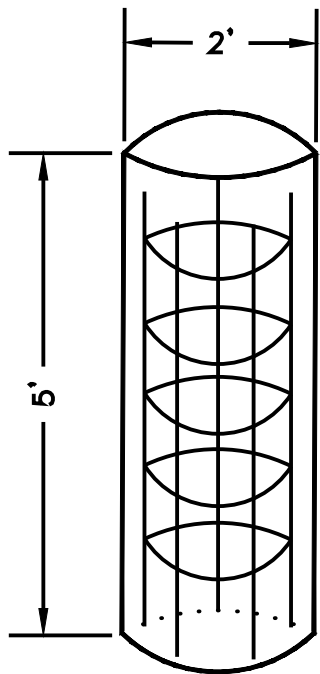
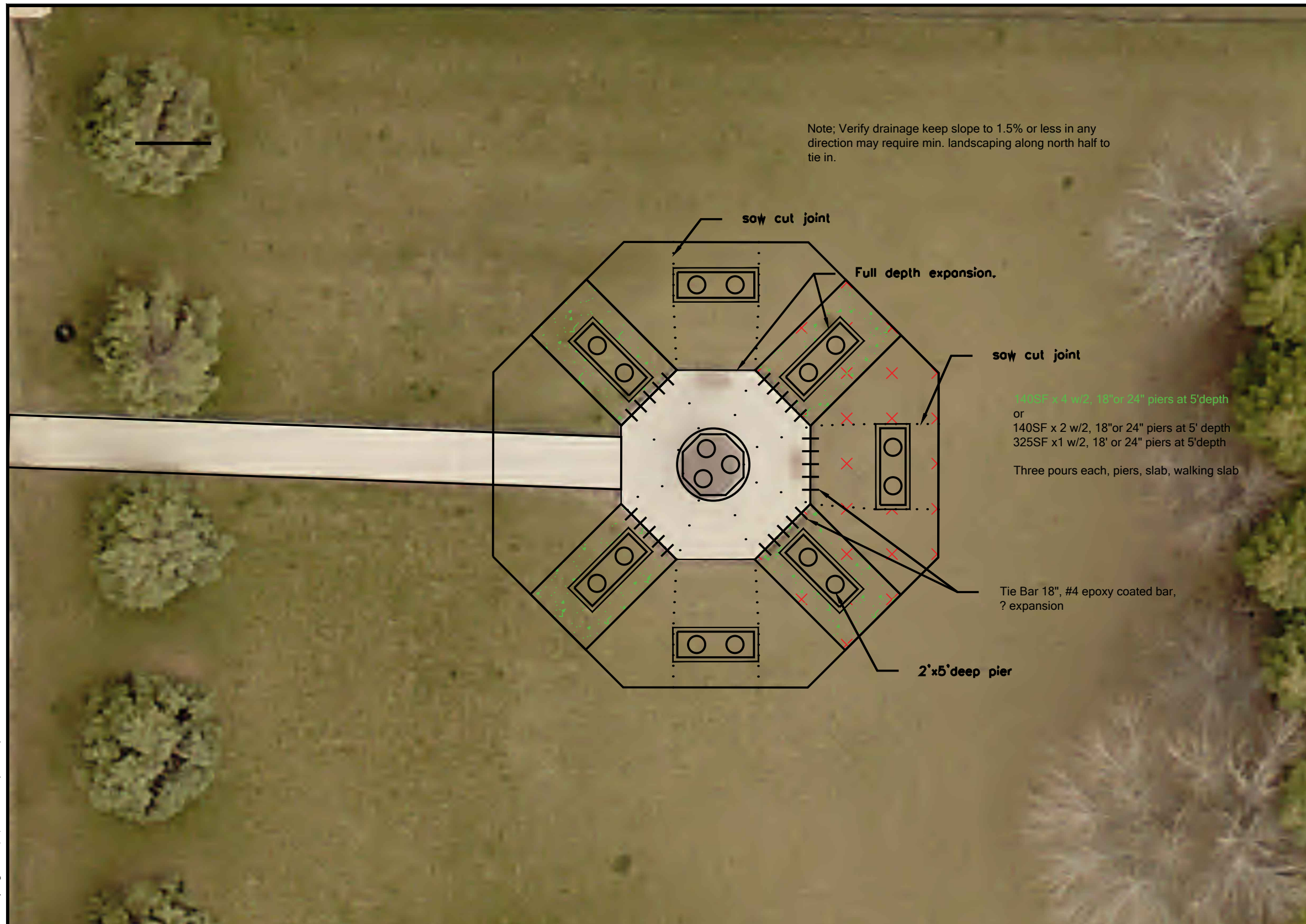
- The hope is that 4 units can be purchased with these funds. The number of these units will depend on the cost per unit and how that will fit into our budget.
- We will go with **Mahogany** unit(s) with black doors as the Mahogany Granite of our current unit.
- The current cost for the same unit purchased in 2016 is \$93,000. This cost does not include concrete work.

The superintendent would **eventually** like to add a total of 7 rectangular units arranged evenly surrounding the current unit.

Diagram



P:\PROJECTS\4915 - Rosehill Columbarium\Design\Plans\cemetery.dwg-STATIC-1/23/2025 3:16 PM-(ben.cofell)



This document is preliminary and not for construction or implementation purposes.

SHEET		Surveyed by	Surveyor
1 OF 2		Drawn by	CAD
		Designed by	ENG
		Date	1-23-25
		Project No.	ProjNumber

PROJECT NAME
TITLE1
TITLE2

	No.	Revision	Date	By

City of Minot

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE CEMETERY CAPITAL INFRASTRUCTURE EXPENDITURES AND DECREASE IT MAINTENANCE AND REPAIR AGREEMENTS EXPENDITURES FOR THE EXPANSION OF THE COLUMBARIUM SECTION.

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

§1: An ordinance amending the 2025 annual budget to increase the cemetery capital infrastructure expenditures and decrease it maintenance and repair agreements expenditures for the expansion of the columbarium section:

12054000-57200	2021540001	\$40,000
12054000-44350		(40,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: July 7, 2025

SUBJECT: MI-8/9 ALIGNMENT CONSENT AND ACQUISITION APPROVAL

I. RECOMMENDED ACTION

It is recommended City Council adopt the alignment presented by the Souris River Joint Board (SRJB) and approve the acquisition of four additional properties.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The Souris River Joint Board (SRJB) continues to advance in the designs for the many phases of the Mouse River Enhanced Flood Protection Project (MREFPP). The design team has delivered 60% design plans for review and held a public comment meeting in June to hear comments regarding the design. The current configuration differs from what was originally contemplated in the MREFPP Preliminary Engineering Report and will require additional property acquisitions.

B. Proposed Project

The SRJB (and its consultant Houston Engineering) will present information regarding the current alignment and the additional impacts the alignment creates. Affected property owners in the area have met with the design team to hear a preview of the information prior to a public presentation to council. Comments received to date since this meeting are included in the council packet. The purpose of this item is to give Council the latest information regarding the MI-8/9 project, hear public comment and either concur with or suggest changes to the recommended alignment. If the proposed alignment is accepted, this will ultimately kick off the acquisition of four additional properties.

C. Recommendation Detail

The SRJB is tasked with building flood control in Minot in the most cost-effective manner. This current alignment is a balance between additional acquisitions and building more expensive flood control features.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

MI-8/9 are the final pieces of project Milestone 2 and, once completed, remove about 15% of residents from the proposed flood plain.

C. Fiscal Impact

Project Costs

The MI-8 and 9 projects are expected to cost \$50-\$60 million

Project Funding

Flood Control projects are funded 65% with funding from the State of ND and 35% coming from flood control sales tax dollars

VI. ALTERNATIVES

The design team has worked through multiple iterations of MI-8/9 to analyze the different alignments to optimize road impacts, property acquisitions, and flood control features. The presentation will show the alternatives analysis that has been done to optimize the design.

MREFPP Phase MI-8 & 9 South Burdick Tieback Levee Public Information Meeting

Comment Sheet, June 5, 2025



MOUSE
RIVER
PLAN

Please let us know your thoughts, questions or concerns regarding the plans for the Mouse River Enhanced Flood Protection Project Phase MI-8 & 9 South Burdick Tieback Levee project. You can remain anonymous, if you chose, or let us know who you are and we will do our best to follow up with answers to your questions. Thanks!

We live at 516 15th St SE. In the rendering the sidewalk will end @ our driveway. We would like you to consider taking the sidewalk all the way to the alley as we have to bring our trash to the alley for pick up. It would actually be a nice walk path if it continued all the way to Burdick Expy.

It also appears that all the trees on our boulevard will be removed. Are there plans to replant trees in this area?

With the increase in traffic to exit our neighborhood on 13th St (since 15th St will no longer be a through street) a stop light should be considered at the corner of 13th St & Burdick. It can already be challenging to get across as traffic doesn't tend to slow down even when the light is flashing.

Will there be any changes to the electrical in our area?
There is a pole in the back alley.

Name (optional) Jennifer & Mike Jerauld

Email (optional) jerauld73@msn.com

Phone Number (optional) 701-818-4014

MREFPP Phase MI-8 & 9 South Burdick Tieback Levee Public Information Meeting

Comment Sheet, June 5, 2025



MOUSE
RIVER
PLAN

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PLANT SOME
TREES!!

And picnic tables

Name (optional) April Purseglove

Email (optional) _____

Phone Number (optional) (701) 818-7483

MREFPP Phase MI-8 & 9 South Burdick Tieback Levee Public Information Meeting

Comment Sheet, June 5, 2025



MOUSE
RIVER
PLAN

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1. Stoplight @ 13th and Burdick - Husband has been nearly hit walking dogs with people not stopping for the crossing including Minot PD + Animal Control. We need this back w/ the bridge and these safety issues.

2. Properties need to be removed promptly with the transient issues in our neighborhood.

3. Throughway from the cul de sac to Keep 5th Ave SE Flowing. We have issues getting out of our street with any events - having an alley or street connecting these keeps traffic frustrations. We would only be able to access or cross rail road tracks through 13th St SE. or by the school which gets congested. Keeping 5th Ave SE access to the back of 15th gives us much safer accesses around traffic and rail crossings.

4. Parking mandates for Corbett field!

~~5. More action~~

Name (optional) Brii Marto

Email (optional) brianna.skavlem@outlook.com

Phone Number (optional) 701-400-1333

MREFPP Phase MI-8 & 9 South Burdick Tieback Levee Public Information Meeting

Comment Sheet, June 5, 2025



MOUSE
RIVER
PLAN

Please let us know your thoughts, questions or concerns regarding the plans for the Mouse River Enhanced Flood Protection Project Phase MI-8 & 9 South Burdick Tieback Levee project. You can remain anonymous, if you chose, or let us know who you are and we will do our best to follow up with answers to your questions. Thanks!

My concerns are as follows, were being told our house is fine "as of now". We'd rather be told immediately a certain answer. Our neighborhood is being changed drastically and not in a positive way. This isn't what we wanted. Traffic, all of us on Burdick only have one way in & out, our tiny driveways. My child goes to school in NW. My husband's job is only across the bridge, I'm concerned about access to the other side of town. I do not drive out of town on 2 or 52. This can add to our gas costs if we have to drive a long way around. This is pretty life altering for residents. Absolutely none of this was mentioned when we purchased our home only 3 years ago. Communication needs to be open & clear, and as early as possible.

Name (optional) Stephanie Still

Email (optional) stilkcarpentry@yahoo.com

Phone Number (optional) 701-201-0553



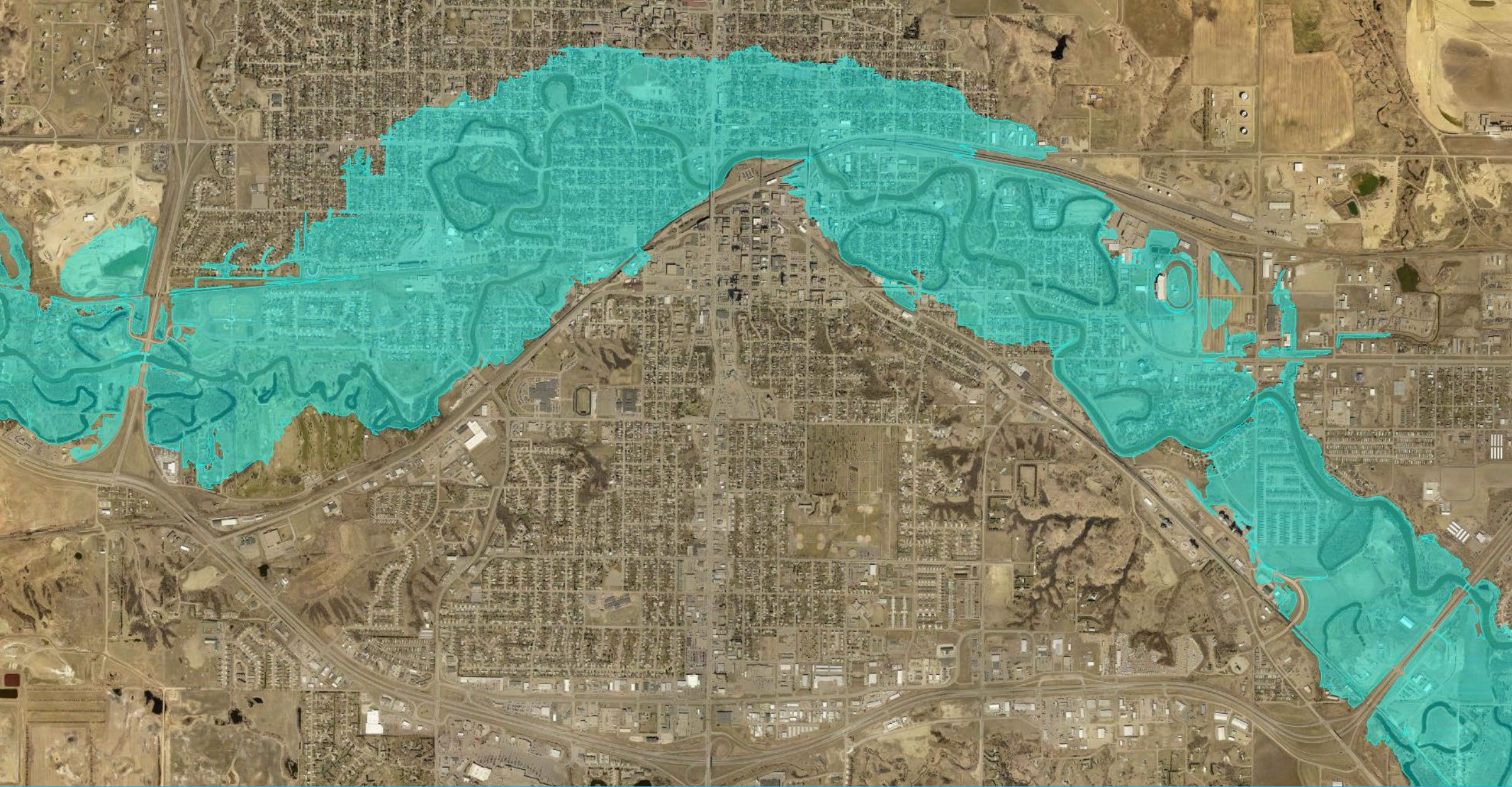
MOUSE RIVER PLAN

SRJB– UPDATE AND ALIGNMENT CONCURRENCE
CITY COUNCIL PRESENTATION
PHASE MI-8/9: BURDICK SOUTH TIEBACK LEVEE
JULY 7, 2025



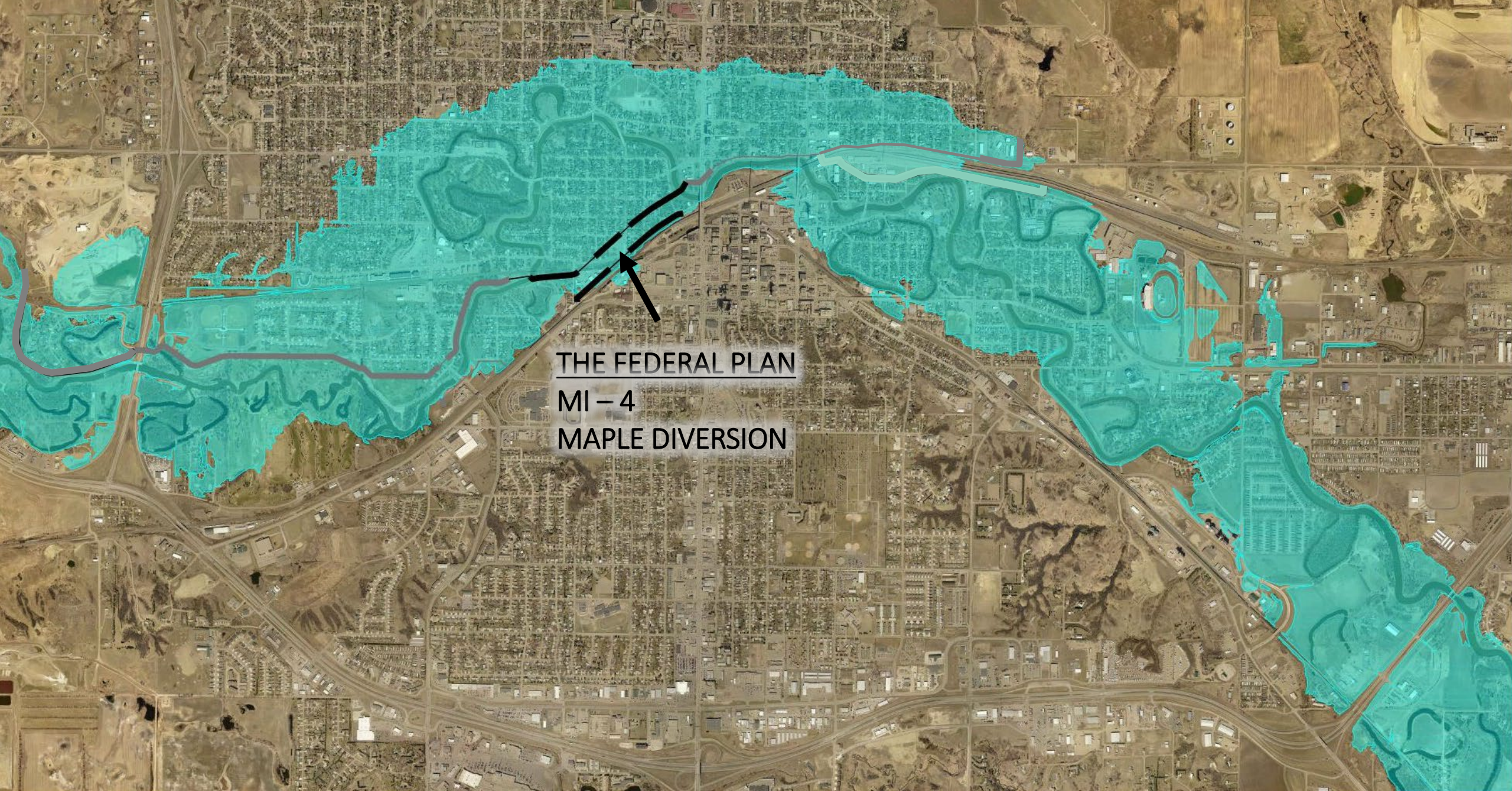
AGENDA

- ❖ MREFPP Project Overview
- ❖ Phase MI-8/9 – Burdick South Tieback Levee Alternatives/Constraints
- ❖ Preferred Alignment
- ❖ Recent Actions and Path Forward
- ❖ Questions



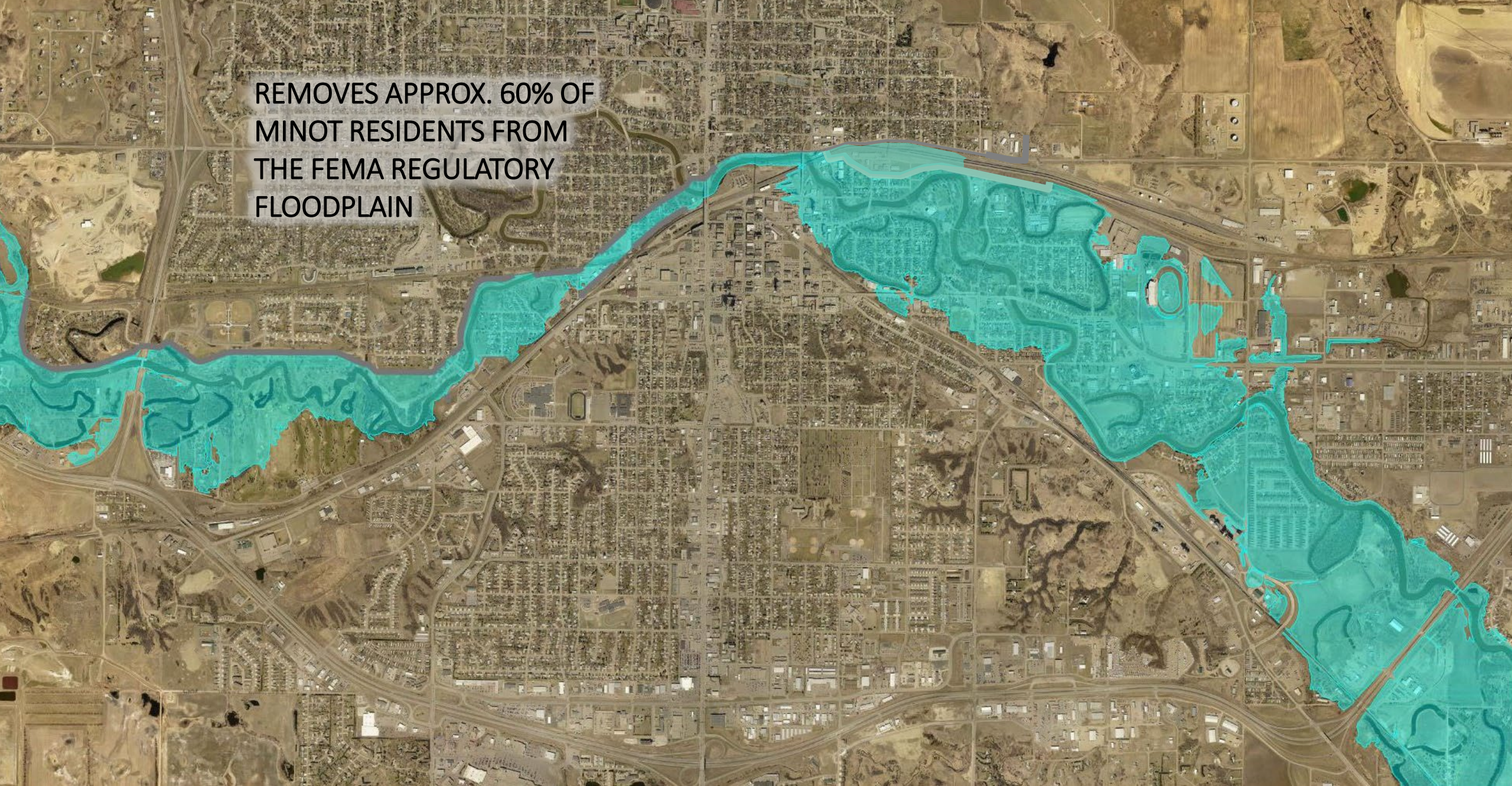


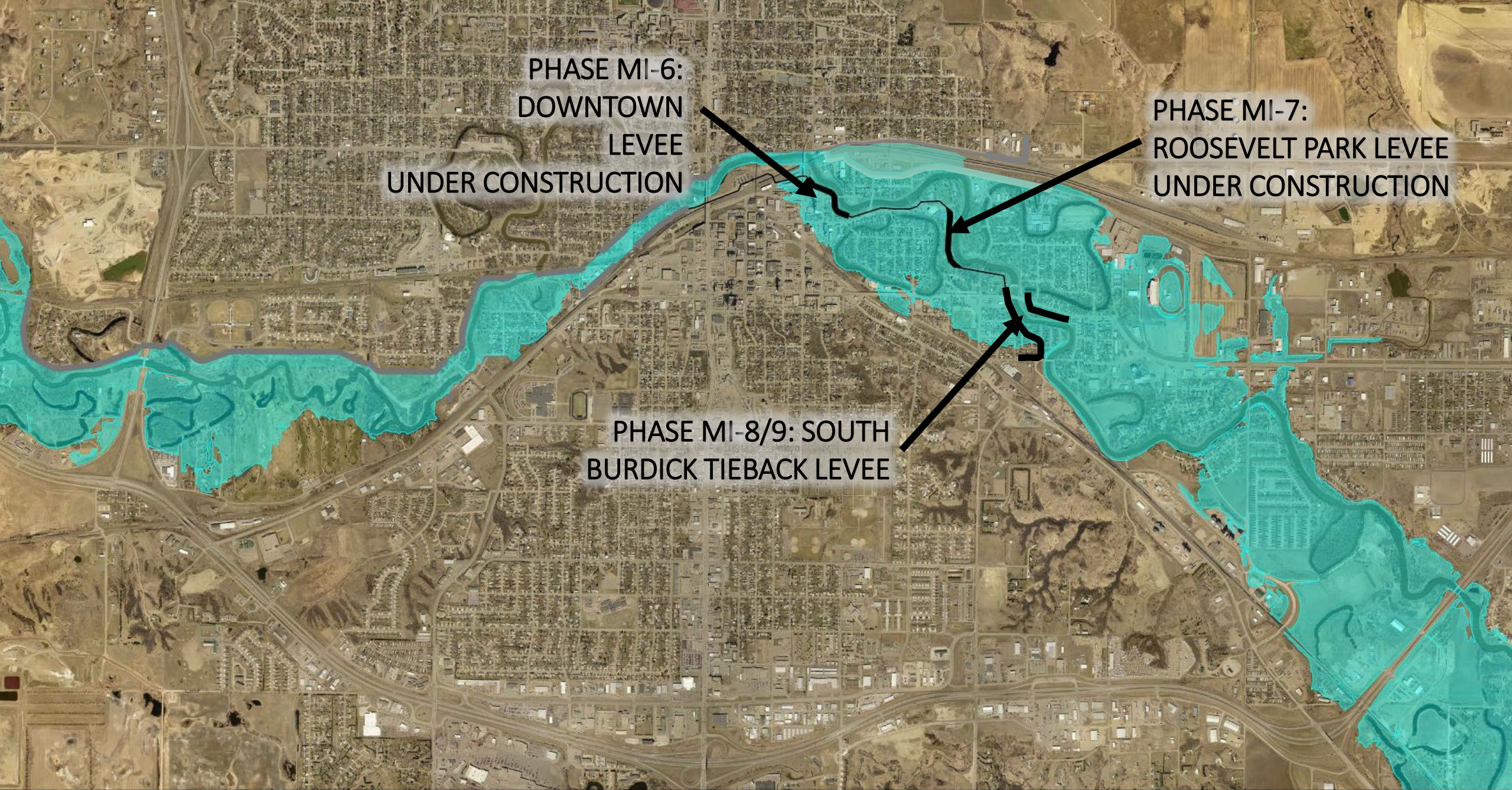
Milestone 1 Phases Complete or Under Construction



THE FEDERAL PLAN
MI - 4
MAPLE DIVERSION

REMOVES APPROX. 60% OF
MINOT RESIDENTS FROM
THE FEMA REGULATORY
FLOODPLAIN





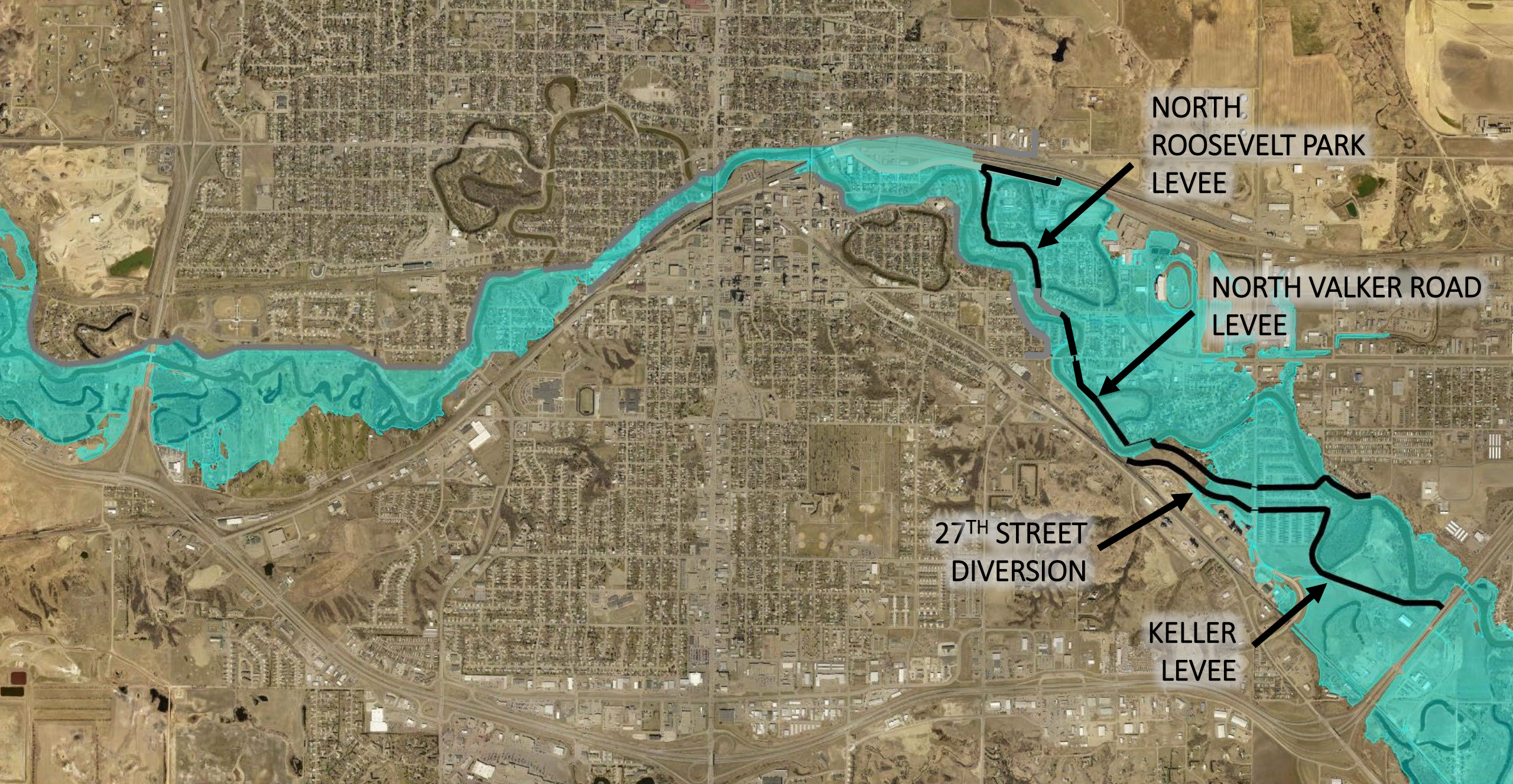
PHASE MI-6:
DOWNTOWN
LEVEE
UNDER CONSTRUCTION

PHASE MI-7:
ROOSEVELT PARK LEVEE
UNDER CONSTRUCTION

PHASE MI-8/9: SOUTH
BURDICK TIEBACK LEVEE



REMOVES AN ADDITIONAL
APPROX. 15% OF MINOT
RESIDENTS FROM THE
FEMA REGULATORY
FLOODPLAIN

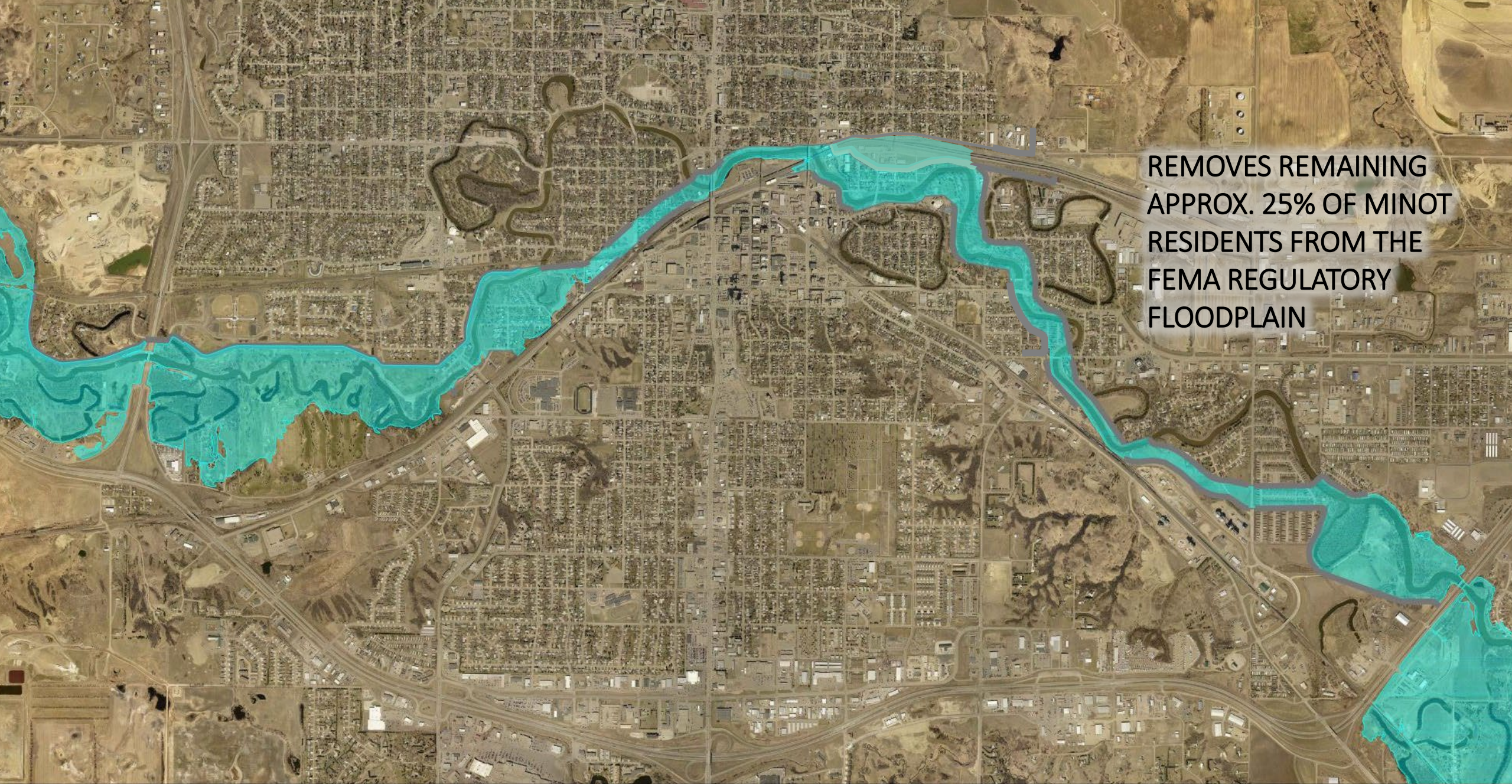


NORTH
ROOSEVELT PARK
LEVEE

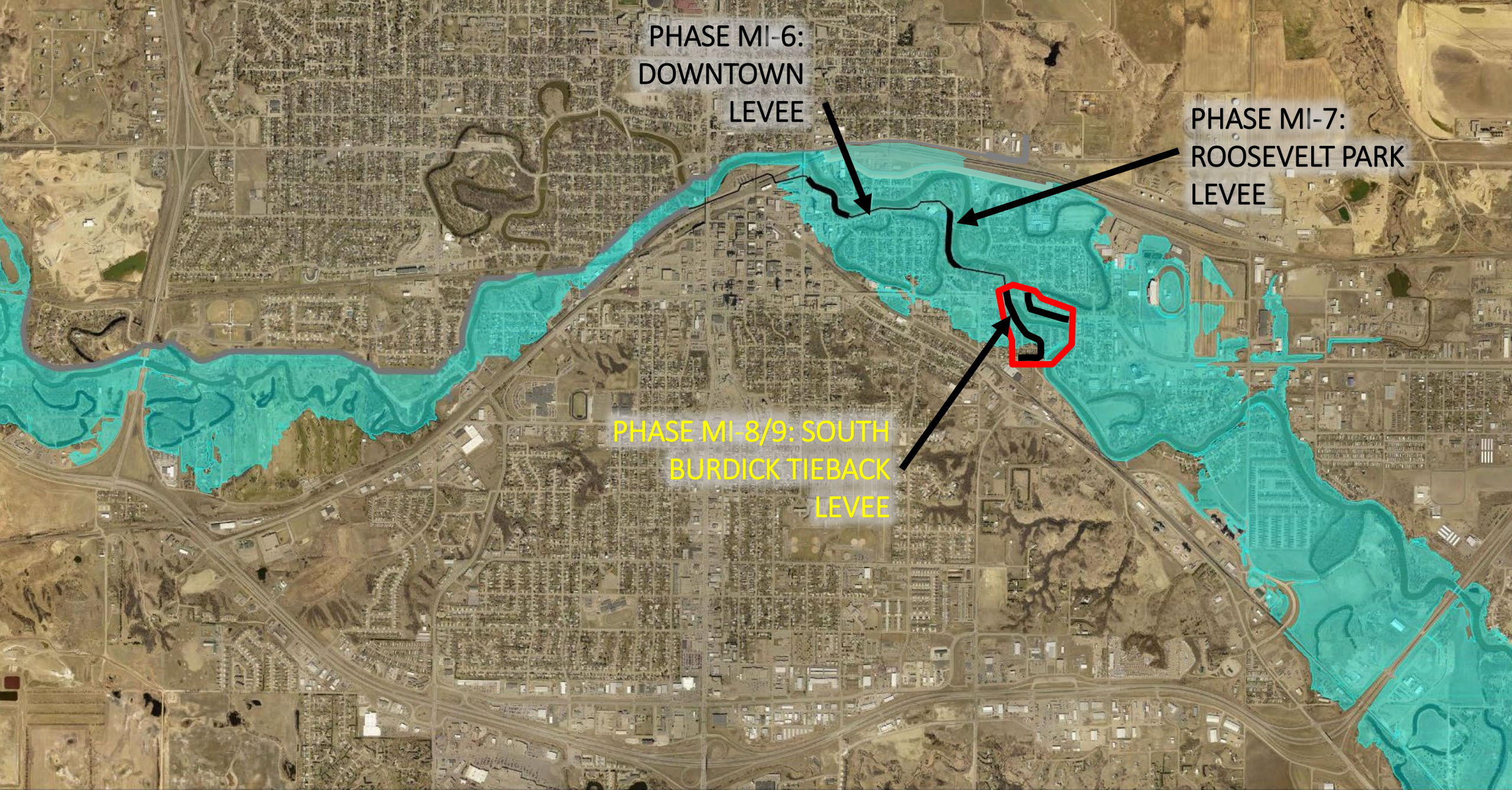
NORTH VALKER ROAD
LEVEE

27TH STREET
DIVERSION

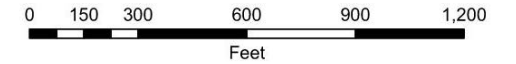
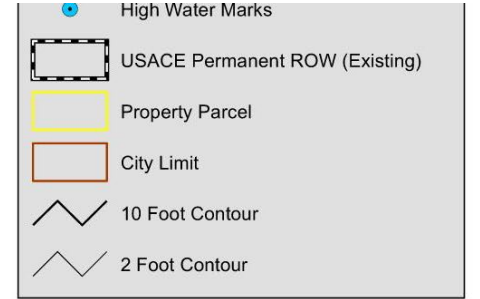
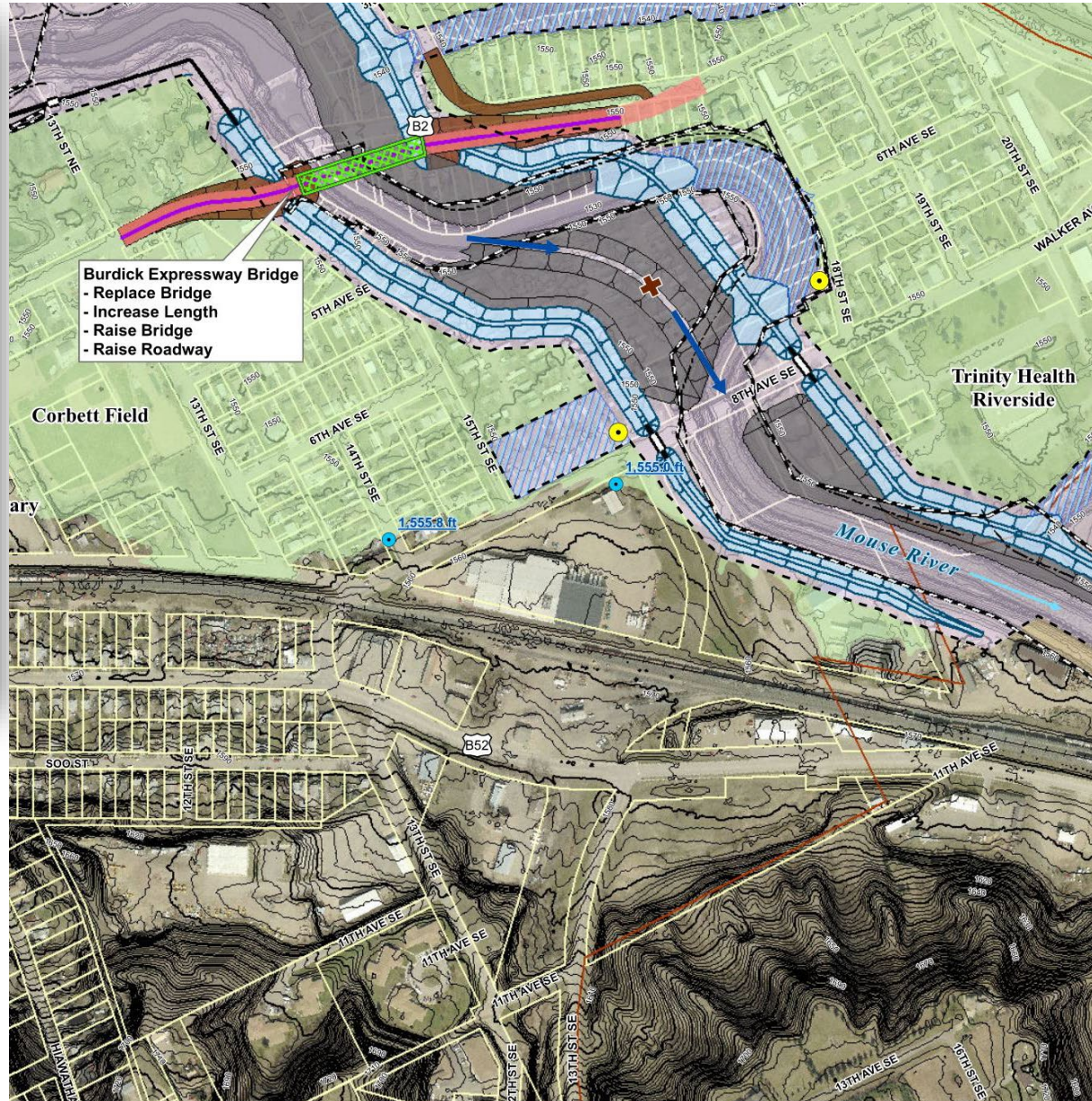
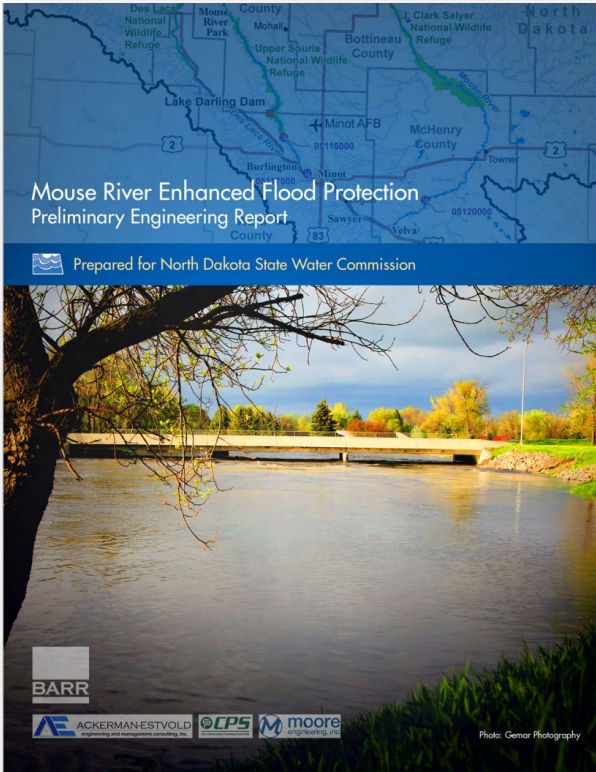
KELLER
LEVEE



REMOVES REMAINING
APPROX. 25% OF MINOT
RESIDENTS FROM THE
FEMA REGULATORY
FLOODPLAIN



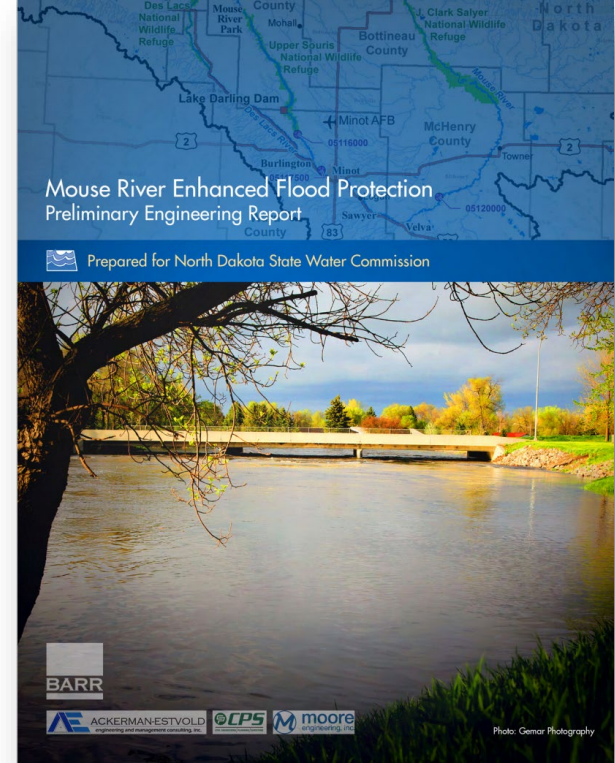
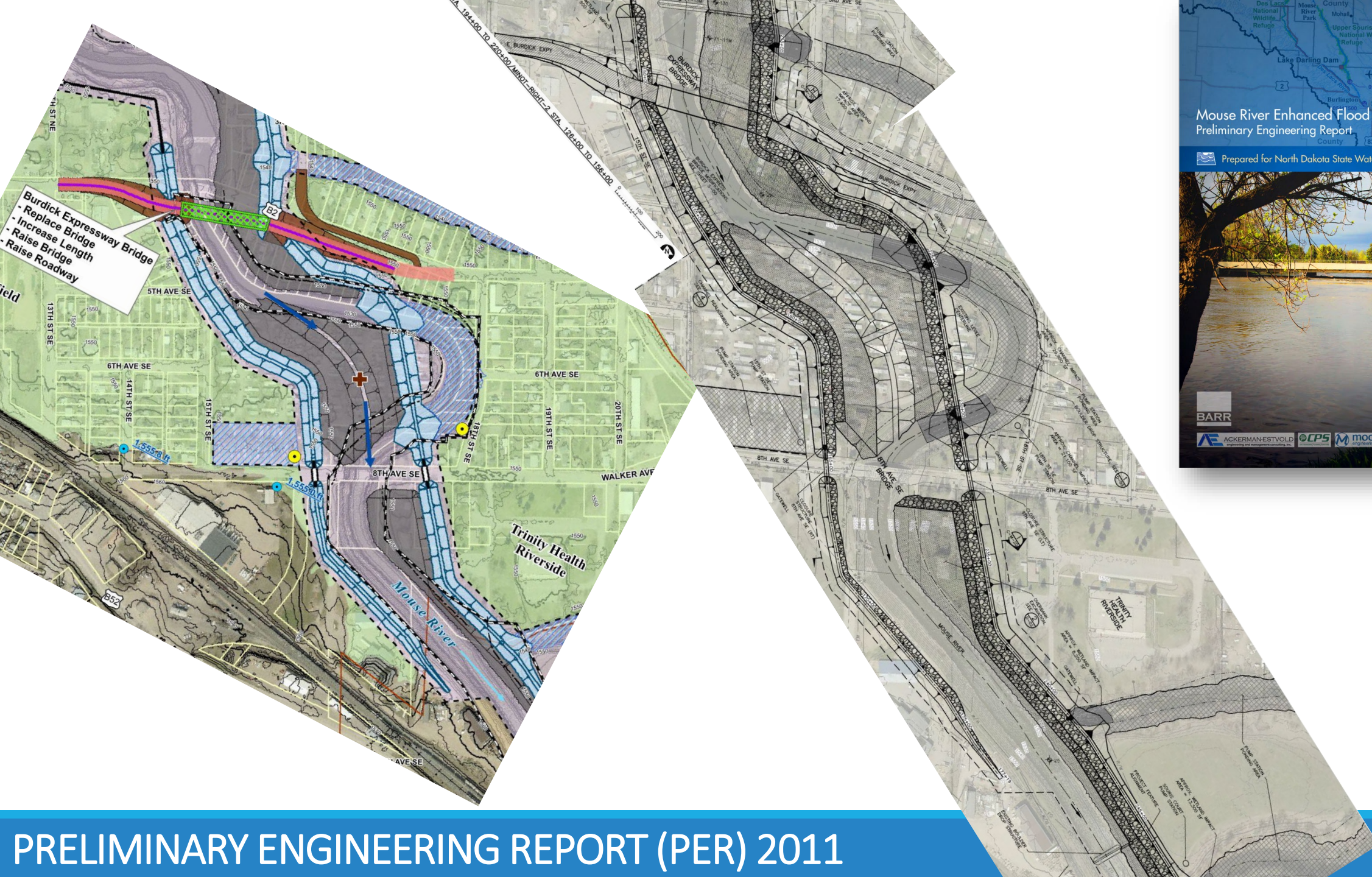




Coordinate System: NAD83, North Dakota
State Plane Coordinate System, North Zone
Vertical Datum: NGVD29
2010 Aerial Photo

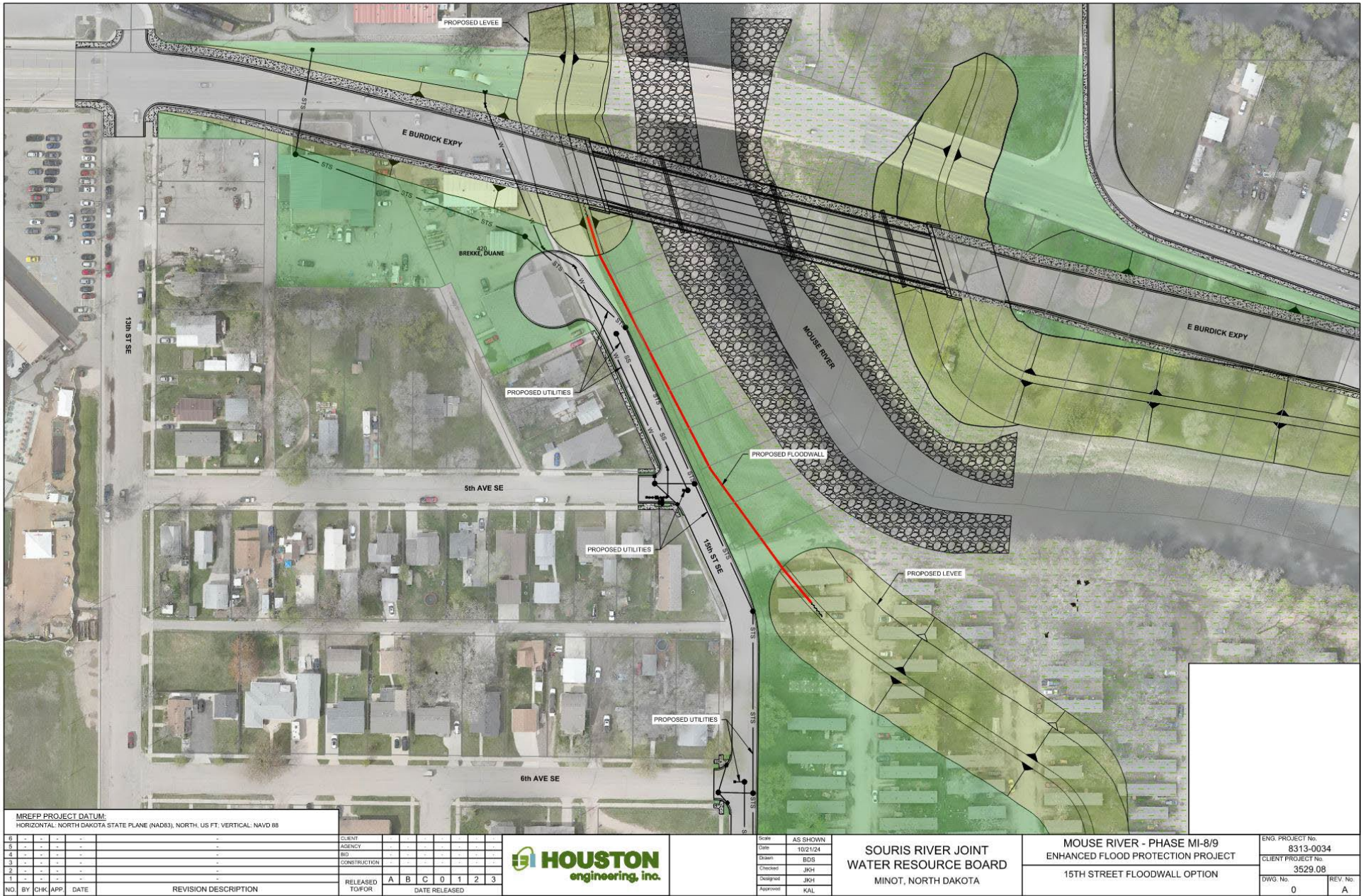
Preliminary Engineering Report February 29, 2012 Mouse River Project Map 11 of 28

(1) Note: Project limits represent approximate right-of-way required for operation and maintenance of the preliminary flood risk reduction features. Features generally included within the project limits are levees, floodwalls, pump stations, pump station piping and gateways, pump station ponding areas, high-flow diversions, channel realignments, overbank excavations, riprap/erosion control measures, boulder drop structures, transportation closure structures (including roadway and railroad closures), river closure structures, seepage control and collection systems, vegetation clear zones, and access for project inspection, operation and maintenance.



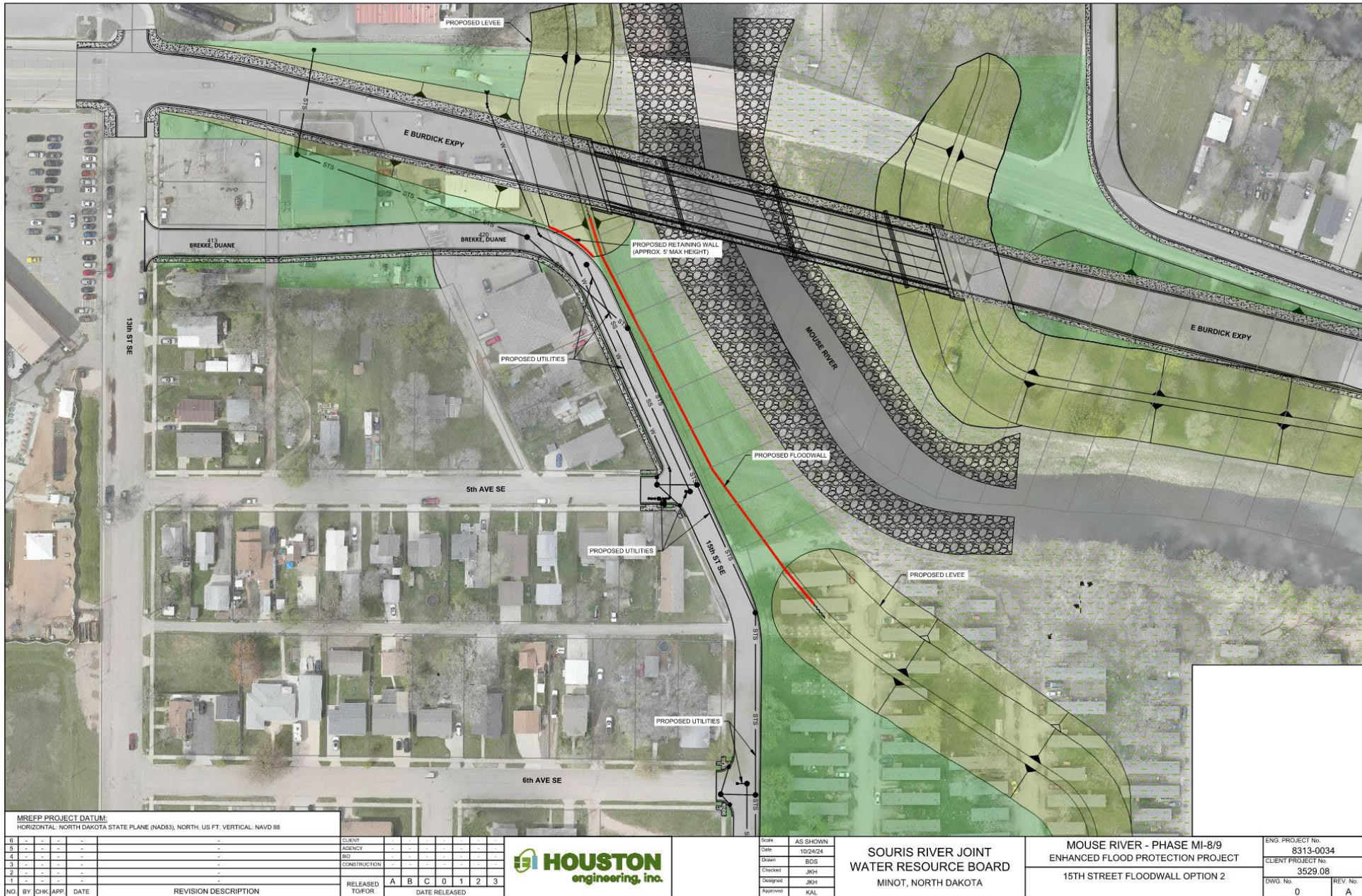
Early Option Considerations

15th Street Area



- ❖ Saved 4 residential properties
- ❖ Additional Cost of \$1.9M±

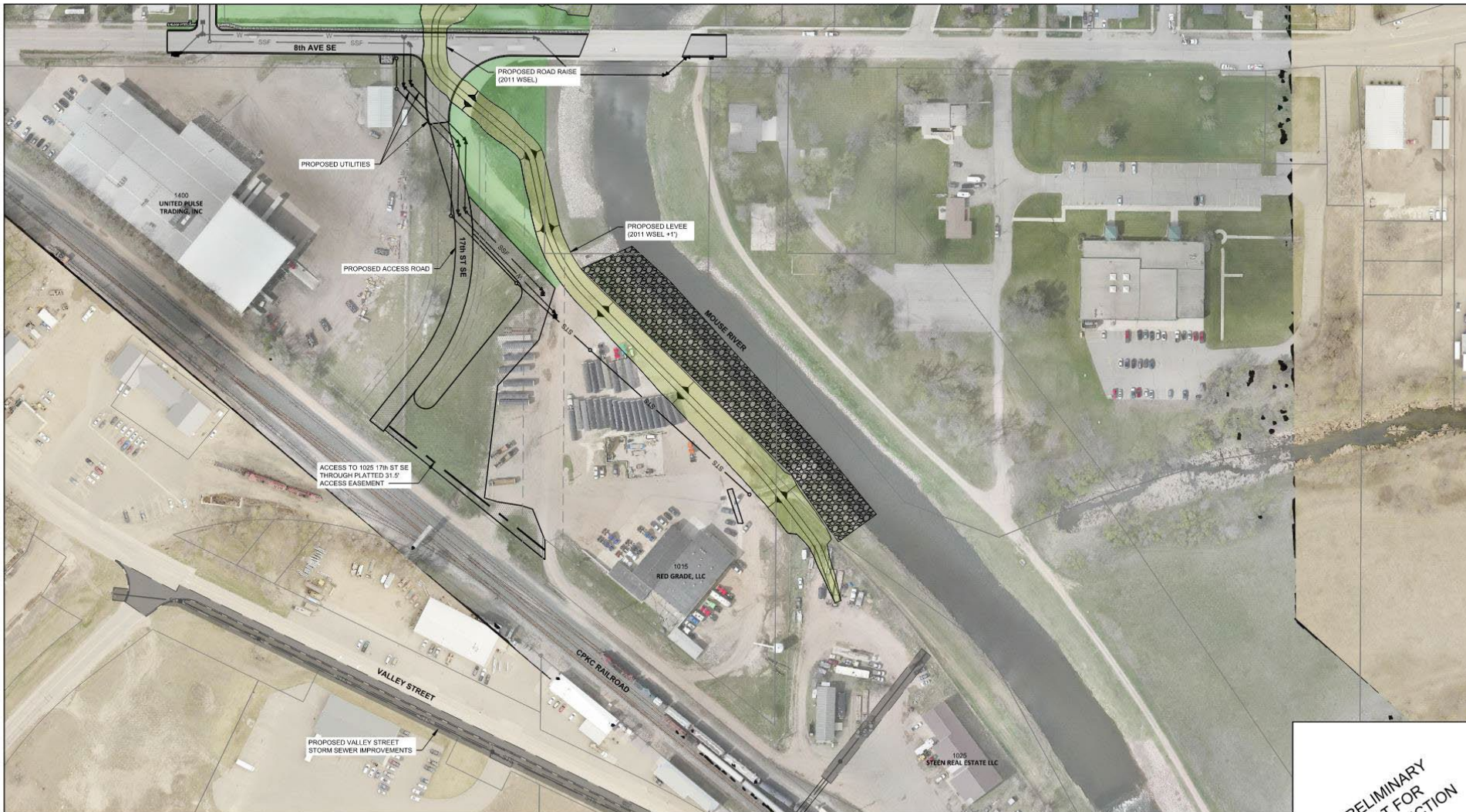
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❖ Saved 4 residential properties and 1 commercial property

❖ Additional Cost of \$0.7M±

Early Option Considerations South of 8th Avenue



- ❖ Base Levee Plan – Similar to PER
- ❖ Levee to Protect Commercial Properties to 2011 flood Level
- ❖ Storm water diversion on Valley Street

PRELIMINARY
NOT FOR
CONSTRUCTION

MREFP PROJECT DATUM:
HORIZONTAL: NORTH DAKOTA STATE PLANE (NAD83), NORTH, US FT. VERTICAL: NAVD 88

NO	BY	CHK	APP	DATE	REVISION DESCRIPTION	RELEASED TO/FOR	DATE RELEASED
1							
2							
3							
4							
5							
6							

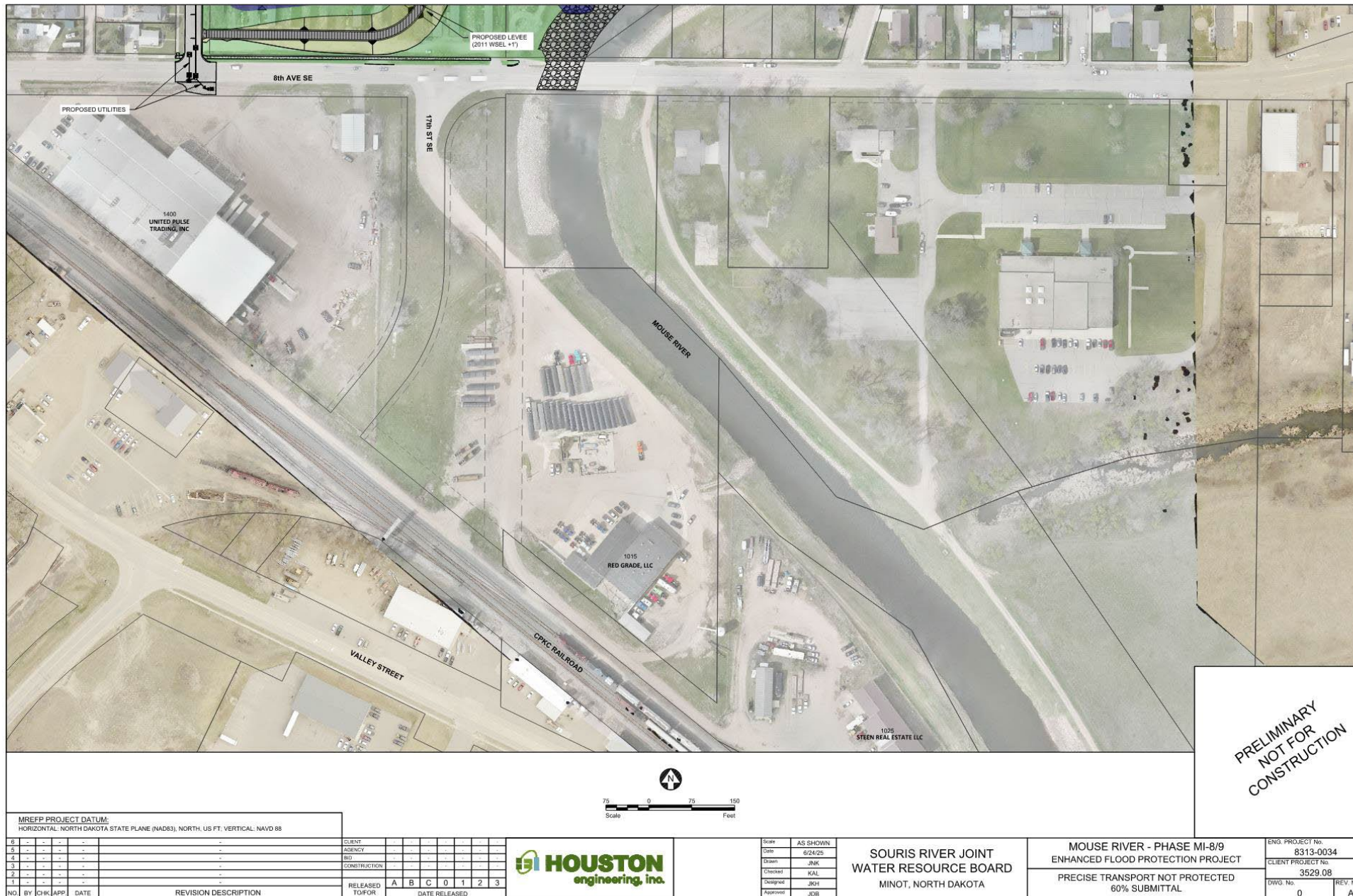
HOUSTON
engineering, inc.

Scale AS SHOWN
Date 10/17/24
Drawn JMK
Checked KAL
Designed JGH
Reviewed JOB

SOURIS RIVER JOINT
WATER RESOURCE BOARD
MINOT, NORTH DAKOTA

MOUSE RIVER - PHASE MI-8/9
ENHANCED FLOOD PROTECTION PROJECT
PRECISE TRANSPORT REMAINS - OPT A

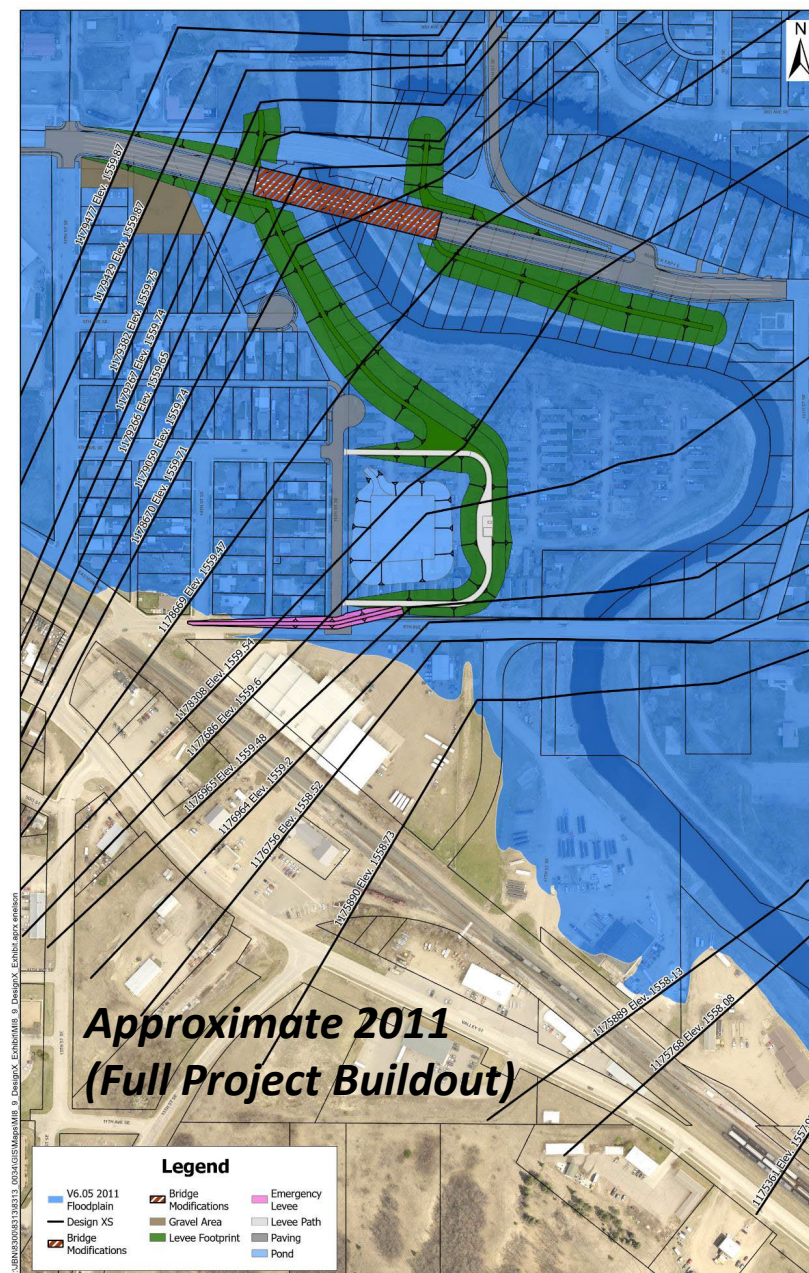
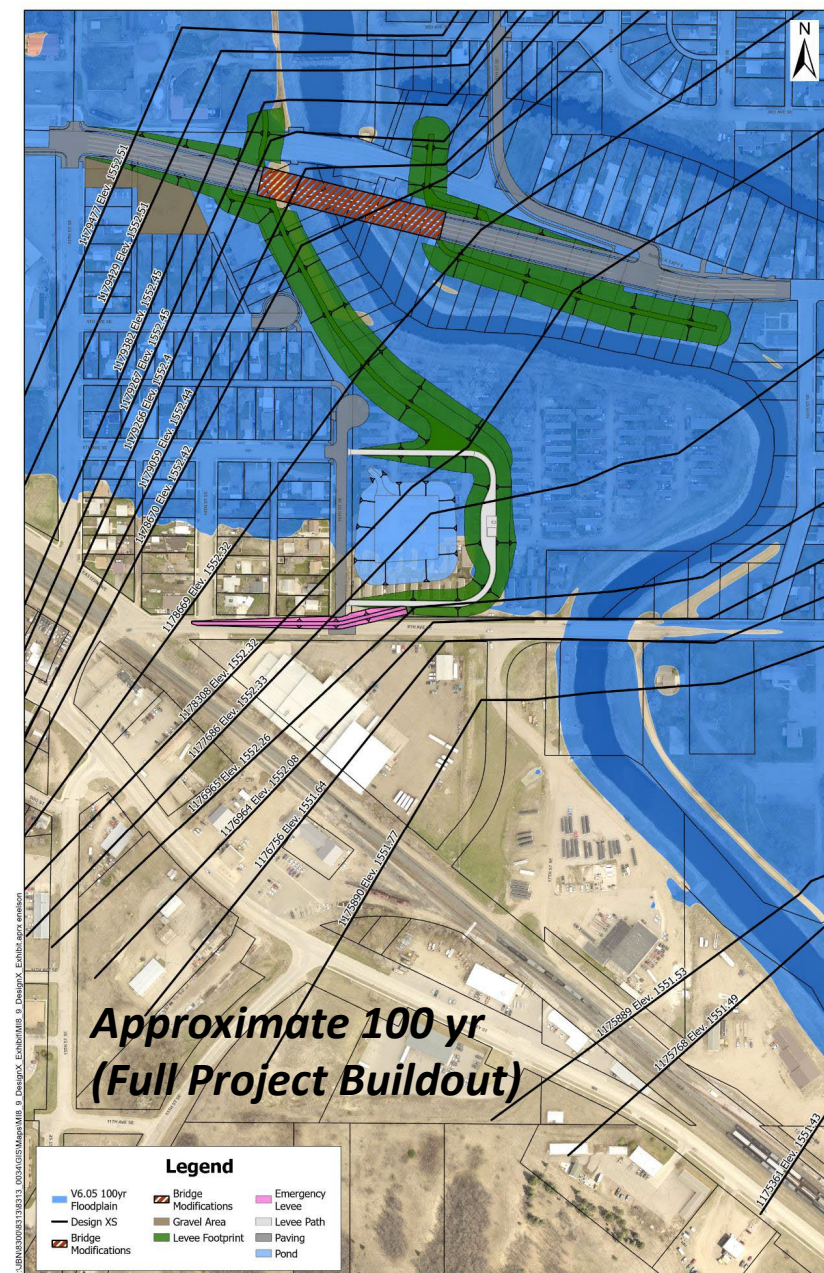
ENG. PROJECT No.
8313-0034
CLIENT PROJECT No.
3529.08
DWG. No.
0
REV. No.
A



- ❖ Stop protection North of 8th Avenue – Emergency Levee for events greater than 100yr
- ❖ No protection for commercial properties south of 8th Avenue
- ❖ Cost Savings – Approximately \$4.5M

- ❖ No protection for commercial properties south of 8th Avenue

- ◆ Cost Savings – Approximately \$4.5M



- ❖ Stop protection North of 8th Avenue – Emergency Levee for events greater than 100yr
- ❖ No protection for commercial properties south of 8th Avenue
- ❖ Cost Savings – Approximately \$4.5M



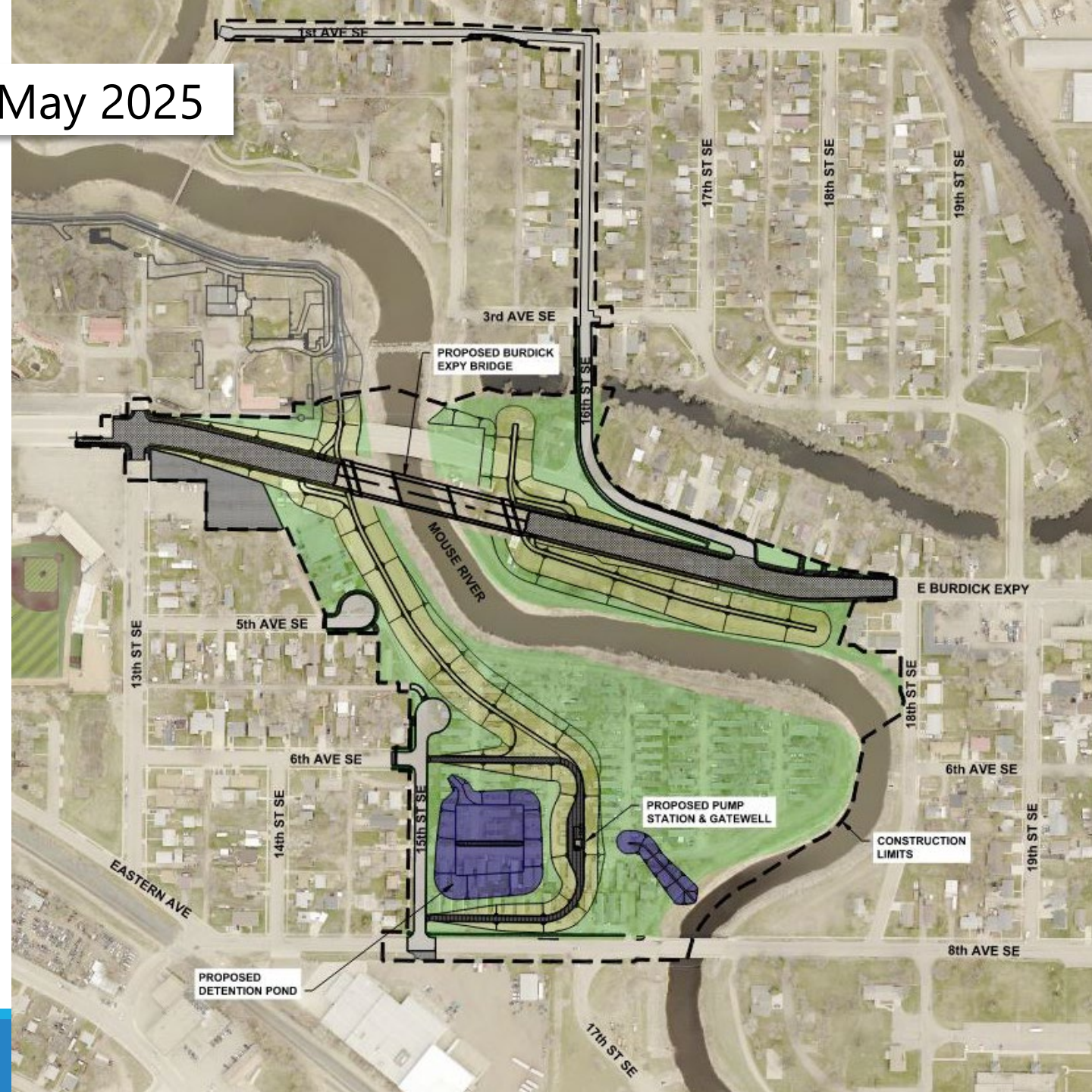
- ❖ Stop protection North of 8th Avenue – Emergency Levee for events greater than 100yr
- ❖ No protection for commercial properties south of 8th Avenue
- ❖ Cost Savings – Approximately \$4.5M

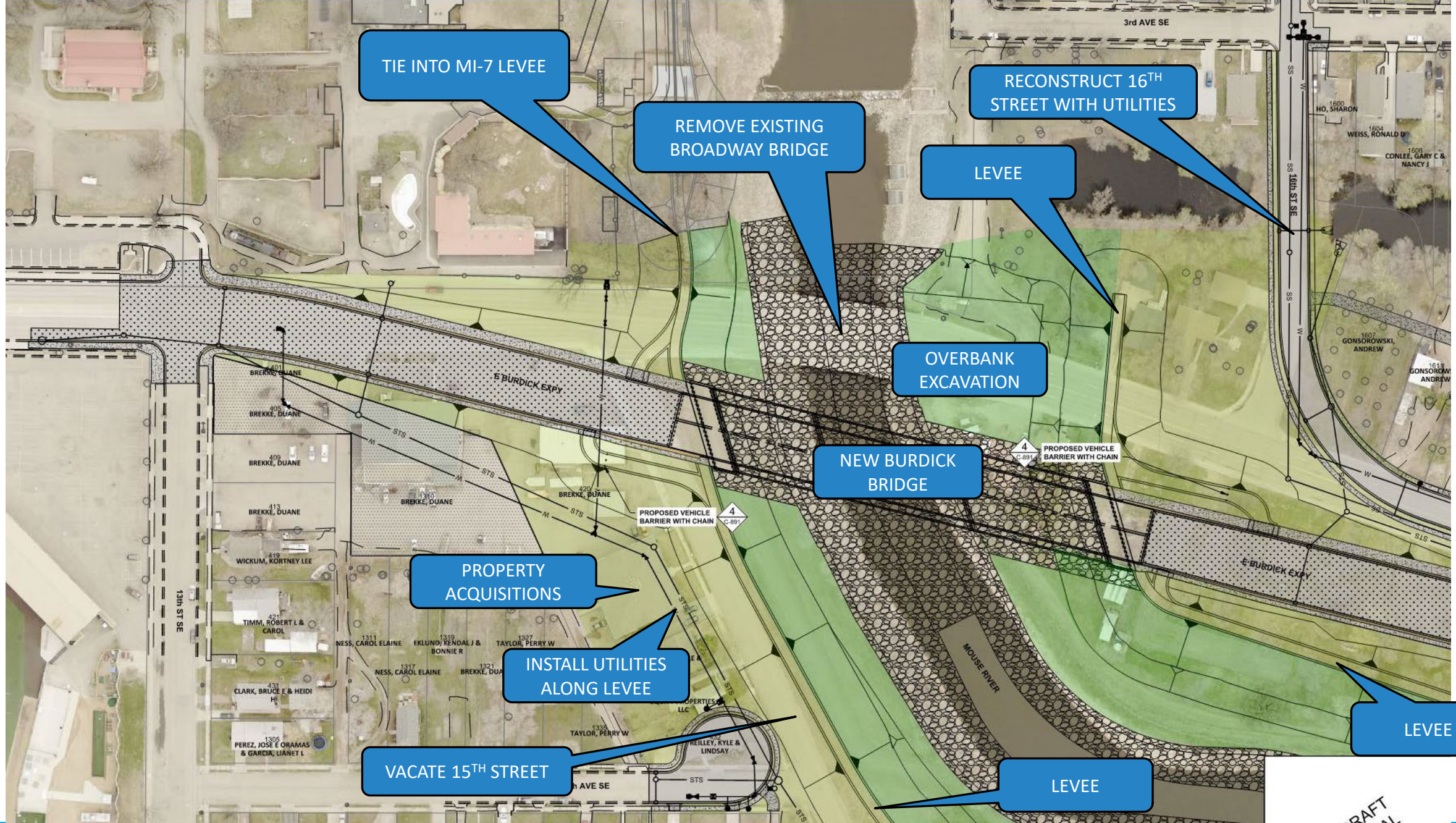
Preferred Alignment – 60% Design

- 60% Design Completed May 2025

❖ Changes from PER

- ❖ 1 additional residential acquisition
- ❖ Stop protection North of 8th Avenue – Emergency Levee for events greater than 100yr
- ❖ No protection for commercial properties south of 8th Avenue (\$4.5M in savings).
- ❖ Total of 4 Additional Residential Acquisitions - Not Previously Authorized by Council





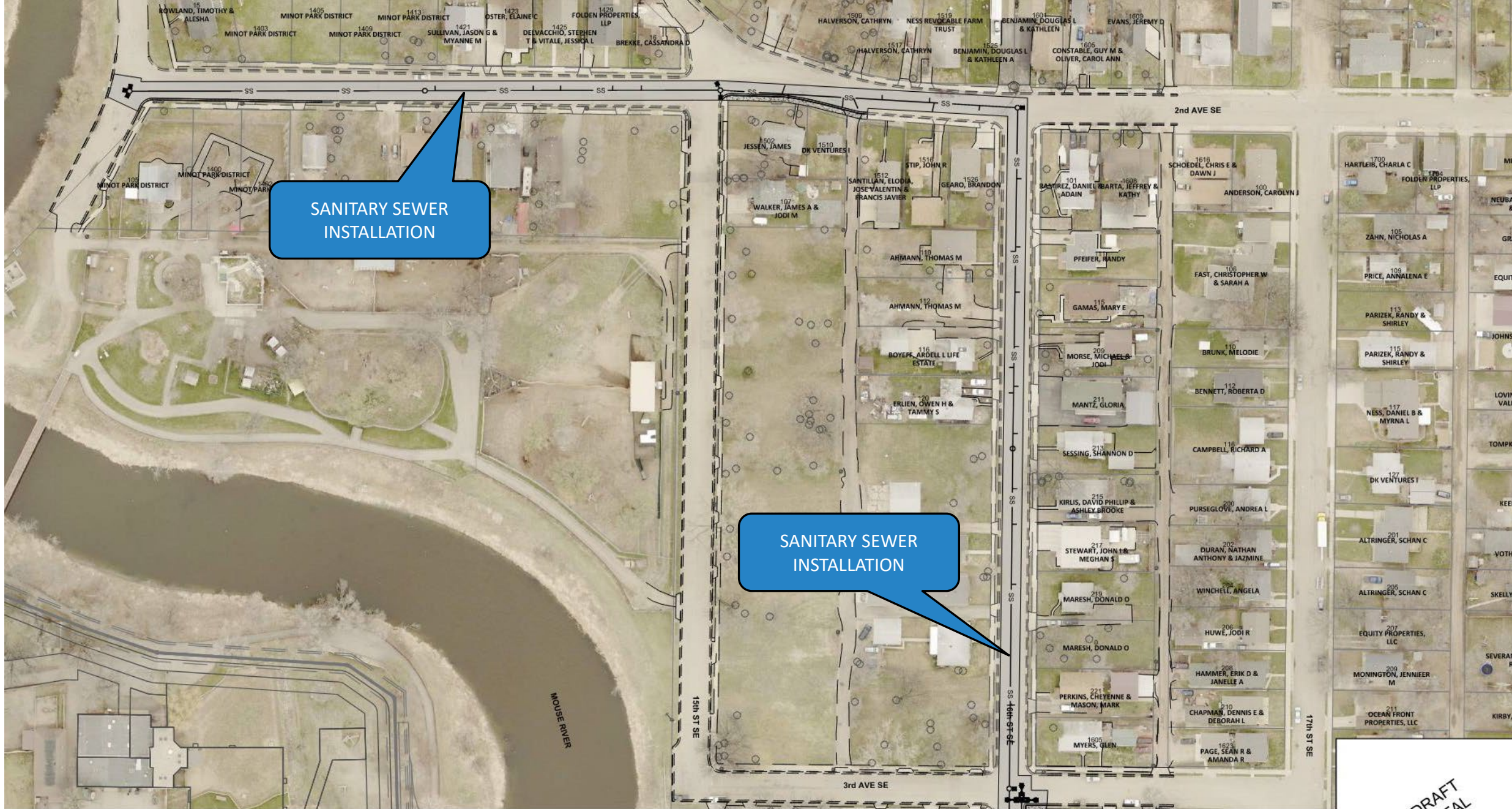
Phase MI-8/9: South Burdick Tieback Levee

RECONSTRUCT 16TH STREET WITH UTILITIES

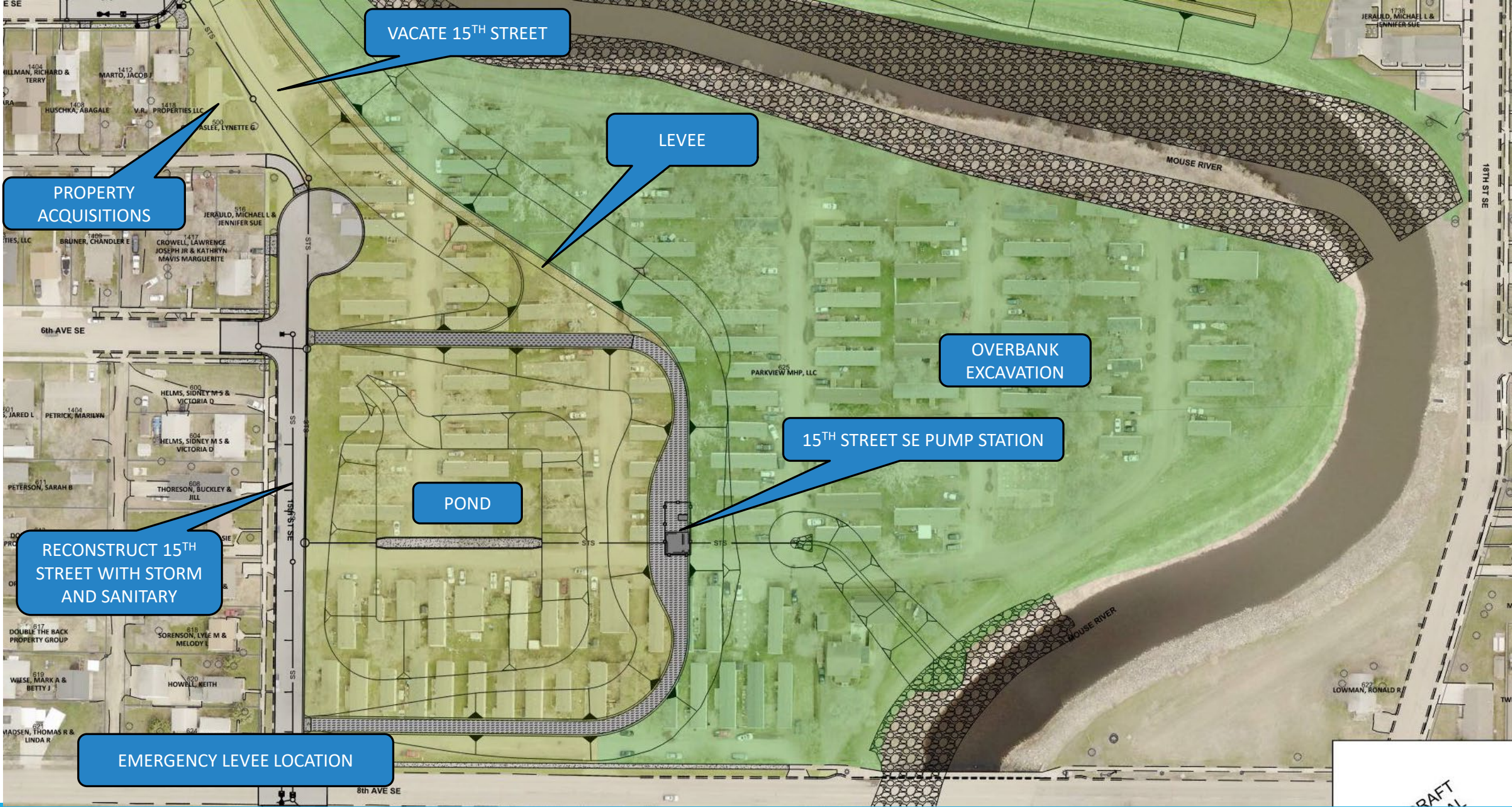
LEVEE

RECONSTRUCT BURDICK
EXPY

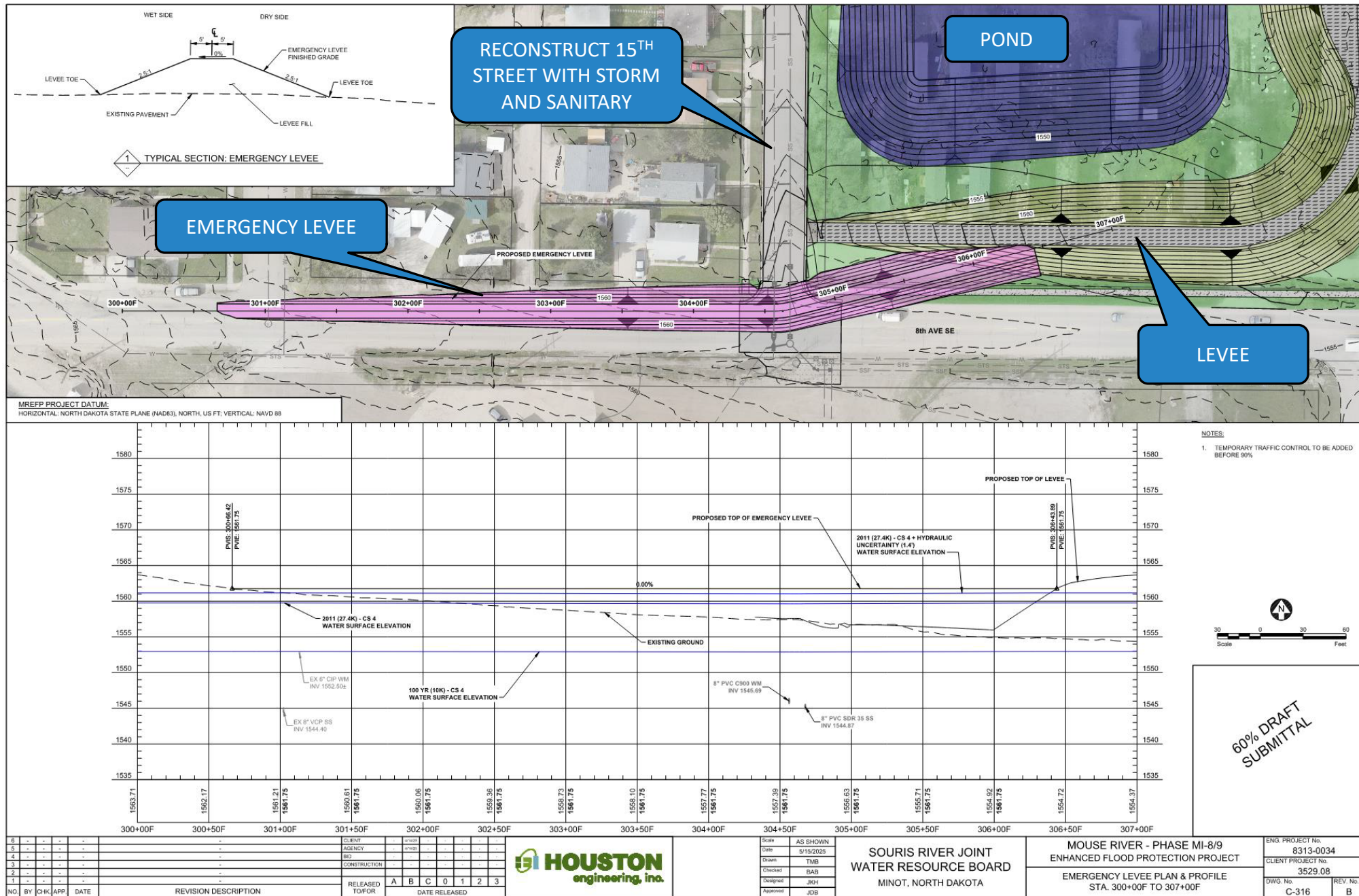
Phase MI-8/9: South Burdick Tieback Levee



Phase MI-8/9: South Burdick Tieback Levee



Phase MI-8/9: South Burdick Tieback Levee



Phase MI-8/9: South Burdick Tieback Levee

- Current estimated construction cost – \$52.8 M



- **Individual Impacted Property Owner Meetings**
 - Conducted in May 2025
- **Public Meeting**
 - Held June 5th / Written Comments Provided
- **City Council Presentation - Tonight**
 - Preferred alignment concurrence and approve additional acquisitions
- **SRJB Presentation – 7/10**
 - Preferred alignment concurrence
- **Project Schedule**
 - 90 / 100% Design – Fall 2025 and Winter 2025/2026
 - Project Construction – TBD (likely 2026 or later)

Questions?

Phase MI-8/9: Burdick
South Tieback Levee



MOUSE RIVER PLAN





TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: July 7, 2025

**SUBJECT: PUBLIC COMMENT/PERSONAL APPEARANCES POLICY
RESOLUTION**

I. RECOMMENDED ACTION

It is recommended City Council review and consider moving approval of the attached public comment policy.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

This past legislative session, the state enacted a new section to the North Dakota Century Code requiring local governing boards to have a public comment period on each of their regular meeting agendas. This requirement commences August 1, 2025. See attached [SB 2180](#).

The City of Minot's Code of Ordinances already provides for personal appearances. See [Sec. 2-30](#). To meet the minimum requirements of SB 2180, the Council *must* continue allowing public comment/appearances, *and* develop a policy regarding public comment rules for regular meetings.

The new law also states that the individual providing comment at the meeting *shall* provide to the governing body in writing the individual's name and address. The individual's address will be considered an exempt record under the [state open records laws](#). When a record is considered "exempt", the City has discretion to release or withhold the record if requested by the public.

The new law offers several optional requirements that governing bodies *may* adopt that limits public comment – including:

1. Time limits. The Council can limit public comment by time per speak, by total time for public comment, or both.
2. Topic limits. The Council can limit public comment to the agendas of the current and at least one preceding meeting;

3. Relevancy requirements. The Council can require the public comment be pertinent to the public entity.
4. Civility requirements. The Council can require the public comment not interfere with the orderly conduct of the regular meeting and not be defamatory, abusive, harassing, or unlawful.
5. Confidentiality requirements. The Council can prohibit public comment where an alternative procedure exists to bring that type of comment before the body – ex: public comment regarding confidential or exempt information, or public comment prohibited otherwise by law.

B. Proposed Project/Recommendation Detail

The North Dakota League of Cities (NDLC) provided a “model” public comment policy for cities to use to craft its own policy that incorporates the limits allowed in the new law. City staff worked with Interim Mayor Jantzer to draft a resolution adopting a public comment policy for the Council’s consideration that adopts much of the NDLC’s model policy, but is amended to accommodate the personal appearances place in the present order of business, affords speakers five minutes to speak to the Council instead of three, and offers more clarity on how to submit the speaker cards.

One discussion topic for the Council to consider is whether to shift personal appearances to an earlier time slot in the Council agenda. This will require an ordinance amendment, and two readings before the Council. I.e., if the Council would like to shift the personal appearances portion of the meeting to the first non-procedural agenda item at its regular meetings (as proposed in the NDLC model policy), staff would need to draft an ordinance amending Minot City Ordinance [Sec. 2-30](#) (which states the order of business at regular city council meetings) to move personal appearances to an earlier place in the agenda. The ordinance would take effect after second reading. Again, the resolution with the Council’s policy can be adopted and made effective after approval/one reading.

IV. IMPACT

A. Aspirations

Adopting a public comment policy in alignment with state law will support all City Council aspirations (dynamic and flourishing; safe and welcoming; resilient and prepared; and excellent and connected).

B. Service/Delivery Impact:

Adopting a public comment policy before August 1 will bring the City into compliance with state law and provide efficiency and civility safeguards for Council meetings.

C. Fiscal Impact

Staff time and resources were used to review the new law and draft this memo and resolution.

Project Costs

Staff time

Project Funding

Staff time

VI. ALTERNATIVES

1. Adopt the NDLC policy and direct staff to amend Minot City Ordinance [Sec. 2-30](#) to shift personal appearances to an earlier place in the regular Council agenda meetings.
2. Provide amendments to the draft resolution, or other directions to City staff.



Public Comment Model Policy Introduction

Beginning August 1, 2025, governing boards of cities, park districts, counties, school districts, township and water resource districts are required to have a public comment period on each of their regular meeting agendas. Please note that it is up to the city or park district to determine whether the comment period will occur at the beginning or the end of the meeting.

Below is a policy that a city or park district can use to craft its own policy on public comment sections that incorporates the limits allowed in SB 2180.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

Public Comment Policy

Policy Approval Date: _____

(Download the Microsoft Word file [here](#))

The _____ [city council/city commission/park commission] welcomes and values public input during its meetings. This policy outlines the procedures for public comment to ensure that individuals have a fair opportunity to be heard while maintaining an orderly and efficient meeting environment.

1. A public comment agenda item will be the first non-procedural agenda item at all regular meetings of the [city council/city commission/park commission].
2. To provide public comments, each individual must submit a speaker card prior to the meeting being called to order that includes:
 - a. the individual's name,
 - b. the individual's address,
 - c. the agenda item from the current meeting agenda or the previous meeting agenda that the individual is addressing.
3. Missing information from the speaker card disqualifies the individual from speaking at the meeting.
4. Each individual will be allotted three minutes to make comments. The individual will be notified when the three minutes have expired.
5. The public comment agenda item will be limited to a total of thirty minutes, regardless of how many individuals have submitted speaker cards.
6. Individuals will be called on to present public comments in the order that speaker cards were submitted.
7. All comments must:
 - a. Address the agenda item identified on the speaker card.
 - b. Be pertinent to the [city/park district].
 - c. Be directed to the board as a whole.
8. Comments may not:
 - a. Be defamatory, abusive, harassing, or unlawful.
 - b. Include information that is exempt or confidential under North Dakota open records law.
 - c. Interfere with the orderly conduct of the meeting.
9. Individuals will not have access to the [city/park district]'s audio/visual technology.
10. Individuals may not yield their allotted time to another individual.

11. Individuals unable or unwilling to speak in person may submit written comments to the [city auditor/park clerk] prior to the meeting. If received twenty-four hours before the meeting, the comments will be distributed to the board members before the meeting. Comments submitted less than twenty-four hours before the meeting will be distributed after the meeting. Any written comments submitted must identify the agenda item from the current meeting agenda or the previous meeting agenda that is being addressed and include the individual's name and address.

Speaker Card

Name (First and Last): _____

Address: _____

Agenda Item: _____

Speaker Card

Name (First and Last): _____

Address: _____

Agenda Item: _____

Speaker Card

Name (First and Last): _____

Address: _____

Agenda Item: _____

Speaker Card

Name (First and Last): _____

Address: _____

Agenda Item: _____

Speaker Card

Name (First and Last): _____

Address: _____

Agenda Item: _____



RESOLUTION NO. [REDACTED]

**CITY OF MINOT
COUNTY OF WARD
STATE OF NORTH DAKOTA**

A RESOLUTION ADOPTING A PUBLIC COMMENT POLICY OUTLINING THE PROCEDURES FOR PUBLIC COMMENT AT ALL CITY COUNCIL MEETINGS.

WHEREAS, the sixty-ninth legislative assembly of North Dakota enacted SB 2180, which created and enacted a new section to chapter 44-04 of the North Dakota Century Code, relating to the opportunity to provide public comment at a meeting of a public entity; and

WHEREAS, the Minot City Council has a long-established history of allowing personal appearances at its City Council meetings and provides for public appearances in its Code of Ordinances. See Minot City Ordinance [Sec. 2-30](#); and

WHEREAS, by adopting this resolution, the Minot City Council is adopting a public comment policy as prescribed by state law that ensures individuals have a fair opportunity to be heard while also maintaining an orderly and efficient meeting environment; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Minot does hereby adopt the following policy setting public comment rules for its regular meetings:

PUBLIC COMMENT POLICY

1. **Speaker Cards Required.** If someone would like to provide public comment during a regular Minot City Council meeting under personal appearances, each individual must submit a speaker card prior to the meeting being called to order that includes the individual's name, address, and the agenda item from the current meeting agenda or the previous meeting agenda that the individual is addressing. Speaker cards will be available at the meeting and appear in the following format:

Speaker Card

Name (First and Last): _____

Address: _____

Agenda Item: _____

Individuals may submit speaker card information in advance of a meeting to the City Clerk either in person at City Hall, or via email to mikaylamcwilliams@minotnd.gov.

2. Missing information from the speaker card disqualifies the individual from speaking at the meeting.
3. Each individual will be allotted five (5) minutes to make comments. The individual will be notified when their five (5) minutes have expired. The five-minute time limit may be extended by a majority vote of the City Council.
4. The personal appearances agenda item will be limited to a total of thirty (30) minutes, regardless of how many individuals have submitted speaker cards. The thirty-minute time limit for personal appearances may be extended by a majority vote of the City Council.
5. Individuals will be called on to present public comments in the order that speaker cards were submitted.
6. All comments must:
 - a. Address the agenda item identified on the speaker card.
 - b. Be pertinent to the City of Minot.
 - c. Be directed to the Council as a whole.
7. Comments may not:
 - a. Be defamatory, abusive, harassing, or unlawful.
 - b. Include information that is exempt or confidential under North Dakota open records law.
 - c. Interfere with the orderly conduct of the meeting.
8. Individuals will not have access to the City's audio/visual technology.
9. Individuals may not yield their allotted time to another individual.
10. Individuals unable or unwilling to speak in person may submit written comments to the City Clerk prior to the meeting. If received twenty-four hours before the meeting, the comments will be distributed to the board members before the meeting. Comments submitted less than twenty-four hours before the meeting will be distributed after the meeting. Any written comments submitted must identify the agenda item from the current meeting agenda or the previous meeting agenda that is being addressed and include the individual's name and address.

This policy shall remain in effect until repealed or otherwise modified by the Minot City Council.

Adopted this _____ day of August, 2025 by the City of Minot.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Interim Mayor

**Sixty-ninth Legislative Assembly of North Dakota
In Regular Session Commencing Tuesday, January 7, 2025**

SENATE BILL NO. 2180
(Senators Paulson, Luick, Weston)
(Representatives Louser, D. Ruby, D. Johnston)

AN ACT to create and enact a new section to chapter 44-04 of the North Dakota Century Code, relating to the opportunity to provide public comment at a meeting of a public entity.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:

SECTION 1. A new section to chapter 44-04 of the North Dakota Century Code is created and enacted as follows:

Public comment - Regular meetings of a public entity.

1. Every regular meeting of a governing body of a city, county, township, school district, park district, or water resource district must include an opportunity for an individual to provide public comment.
2. An individual providing comment at a meeting shall provide to the governing body in writing the individual's name and address. The individual's address is an exempt record.
3. A governing body of a city, county, township, school district, park district, or water resource district:
 - a. May limit a public comment only as follows, except as provided in subdivision b:
 - (1) By time per speaker, total time for public comment, or both.
 - (2) By agenda topic, to the agendas of the current and at least one preceding meeting.
 - b. Shall develop a policy regarding public comment rules for regular meetings. The policy may provide a public comment:
 - (1) Must be pertinent to the public entity.
 - (2) May not interfere with the orderly conduct of the regular meeting.
 - (3) May not be defamatory, abusive, harassing, or unlawful.
 - (4) May be prohibited if an alternative procedure exists to bring that particular type of public comment before the public entity, the public comment includes confidential or exempt information, or the public comment is otherwise prohibited by law.

President of the Senate

Speaker of the House

Secretary of the Senate

Chief Clerk of the House

This certifies that the within bill originated in the Senate of the Sixty-ninth Legislative Assembly of North Dakota and is known on the records of that body as Senate Bill No. 2180.

Senate Vote: Yeas 43 Nays 4 Absent 0

House Vote: Yeas 93 Nays 0 Absent 1

Secretary of the Senate

Received by the Governor at _____ M. on _____, 2025.

Approved at _____ M. on _____, 2025.

Governor

Filed in this office this _____ day of _____, 2025,

at _____ o'clock _____ M.

Secretary of State



TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: July 7, 2025

SUBJECT: FACADE IMPROVEMENT PROGRAM CASE #FI-15, A REQUEST BY AKSAL GROUP, LLC, FOR IMPROVEMENTS TO BE MADE AT 110 E. CENTRAL AVENUE

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

The applicant, Aksal Group, LLC, is requesting approval of a facade improvement program forgivable loan in the amount of \$171,696.00. The building sits at a tilted angle to Central Avenue and has two facades that face Central Avenue. Therefore, the northeast and northwest corners of the building qualify as a double facade project.

B. Proposed Project

The applicant submitted plans that meet the minimum requirements of the facade improvement program. Fenestration will be fully utilized with windows and doors. Exterior bricks will be cleaned and repaired where necessary. An ADA push-button door will be installed on the southwest side of the building, per city ordinance. The applicant will fully restore the facade on all four sides of the building despite only being eligible for funding reimbursement on two sides of the building.

C. Recommendation Detail

The Renaissance Zone Review Board recommends approval of this application.

IV. IMPACT

A. Aspirations

Excellent and Dynamic - the facade improvement program prevents blight and creates urban renewal and new business opportunities.

B. Service/Delivery Impact:

The applicant must complete work on this project by May 31, 2026.

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

The applicant received three bids for this project. The lowest bidder, Hight Construction, came in with a bid of \$205,298.00. Architectural fees and contingency costs bring the total cost up to \$228,928.00. The applicant is eligible for up to a 75% reimbursement with a cap of \$180,000.00, making the applicant eligible for up to \$171,696.00 in financial assistance.

Project Funding

Funding for this project comes out of the facade improvement program, which currently has a fund balance of \$592,553.00. The facade improvement program is funded with sales tax revenues.

VI. ALTERNATIVES

The Council can send this item back to the Renaissance Zone Review Board for more information or changes.

City of Minot

Economic Development Division

Application for City of Minot Façade Improvement Program

Office Address: 1025 31st St SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: brian.billingsley@minotnd.gov
(701) 420-4524

APPLICANT INFORMATION

Building Owner Aksal Group, LLC	Address [REDACTED]	Primary Contact? Jessica Ackerman
Phone [REDACTED]	Email [REDACTED]	
Applicant (if different)	Address	Primary Contact?
Phone	Email	
Is the applicant a subsidiary or direct/indirect affiliate of any other organization? No		

GENERAL INFORMATION

Building Address 110 East Central Avenue	Property Zoning Central Business District
Year building was built and (approximate) dates of any exterior changes? 1912; 1995 doors and windows updated	
Is the property currently occupied? No	
If no, what is the current use of the property? Former butcher shop and storage units	
Please list each occupant of the facility in question (if applicable), together with a description of the business use, their percentage of occupancy of the facility to be financed, and include a copy of their lease.	

Occupant 1 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
N/A				
Occupant 2 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Occupant 3 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs

ADDITIONAL PROPERTY OWNER INFORMATION: list all additional property owners below

Additional Property Owner 1	Address
Phone	% Ownership
Additional Property Owner 2	Address
Phone	% Ownership
Does any individual person or organization not listed above hold any interest in the property, directly or indirectly? No	

REQUIRED SUBMISSION MATERIALS

N/A	Letter from licensed roofing contractor, architect, or engineer of 10-year roof life (with Photos)	N/A; roof will be replaced.
X	Proof of ownership and legal description	See Attachment 1.
X	Submit clear 5 X 7 inch photo(s) or digital images (preferred) of the entire façade; including separate photos of any details to be repaired, removed, etc.	See Attachment 2.
X	Submit/attach a copy of Minot Assessors Property Card	See Attachment 3.
X	Submit copies of any historic photos or blueprints of the property (electronic preferred or 5 X 7 or larger)	See Attachment 4.
X	Drawings of existing façade, if available. Walk through examination with the staff	Refer to Sheet AD200 of Attachment 5. Walk-through took place on 12/15/2023 with Brian Billingsley, City of Minot; Pete Hugret, Committee Chairman; Jessica Ackerman, Aksal Group.

X Drawings of proposed façade changes. Refer to Sheet A200 of Attachment 5.

PROVIDE DESCRIPTION OF THE ORIGINAL FAÇADE (Materials, width and height, windows, year, style, design)

Refer to Sheet AD200 of Attachment 5.

(Please ask your designer staff for some help if you need any advice)

PROVIDE DESCRIPTION OF RENOVATED FAÇADE (Materials, width and height, windows, year, design)

Refer to Sheet A200 of Attachment 5.

(Please ask your designer staff for some help if you need any advice) (You may wish to consult an architect or design professional)

WORK TO BE PERFORMED (May submit on a separate sheet)	Estimated Cost
Design work (Proportionate Share of NW/NE Façade Design)	\$9,260
Removal of inappropriate materials and other demos	
Repair or Replacement of display windows with	
Repair or Replacement of 2 nd Floor and above façade windows (please talk to staff about this in advance)	
Installation of interior/exterior storm windows	
Repair or Replacement of doors with	
Cleaning of masonry (NO Sand or abrasive blasting)	
Repoint, Tuck Point Masonry	
Replacement of Masonry (if necessary)	
Repair or replacement of cornices or other decorative elements)	
Improvement of INTERIOR display windows (must include lighting, consider timer)	
Installation/repair of retractable or fixed awnings	
Building, planning, and encroachment fees (if required)	
Installation of sign lighting	
Installation of exterior lighting	
Repair of ornamental elements	
Other (Hight Construction Low Bid, NW/NE Facades Only)	\$205,298
Contingency for demolition/hidden changes not to exceed 7%	\$14,370
	Total Cost \$228,928

AMOUNT AND SOURCE OF OTHER FUNDS INVOLVED IN PROJECT

Applicant Amount \$57,232 (Applicant share of NW/NE facades only; excludes 100% applicant share for SW/SE facades)

Bank Amount _____

Equity/Investors Amount _____

Other Amount _____

Expected City Contribution \$171,696

BID INFORMATION ON SEPARATE PAGES

DO NOT OBTAIN OR SUBMIT BID PAGES TO CITY STAFF WITHOUT A FINAL DESIGN APPROVED BY STAFF AND THE RENAISSANCE ZONE REVIEW BOARD

List of three contractors bids for complete bid (Attach bids or written requests for bids)

LOW	1. Hight Construction	\$205,298.00
MID	2. AECM	\$251,344.00
HIGH	3. Craft Builders	\$253,300.00

PUBLIC INFORMATION DISCLOSURE

Written permission from the property owner to apply and perform work

(Name) N/A – owner is applicant

Attach written permission to this application (corporate authorization if needed)

I attest that the information that I provide herein is true, complete and accurate and that I am authorized to submit an application as, or on behalf of, the owner. I have read, I understand, and I agree to comply with all requirements of the Façade Improvement Program and the Design Standards.


Signed

06/11/2025

Date

The applicant affirms that there are no taxes owed on the property or other properties in the City of Minot, and that there are no outstanding fees, judgments, or liens.


Signed

06/11/2025

Date

The undersigned understands and agrees that all information furnished in connection with their application for the Façade Improvement Grant involves the use of public funds and as such may be made public pursuant to the statutes of the United States of America and the State of North Dakota


Applicant's Signature

06/11/2025

Date

The undersigned attests that they have read and understood the Façade Program application, guidelines, policies, and all related materials and agrees that facing unknown structural and cosmetic repairs are inherent in the renovation process and that amendments for costs up to the maximum notwithstanding, that the applicant(s) will be responsible to complete work according to all guidelines and for overages that occur above that committed by contract to the project as estimated at the time of approval.


Applicant's Signature

06/11/2025

Date

Before beginning work, the applicant will schedule an on-site meeting with the general contractor and the Economic Development Administrator or the city's representative.


Applicant's Signature

06/11/2025

Date

Review/Approval by Renaissance Zone Review Committee	Yes	No	Date:
On-Site: ALL Floors	Date:		
Design Review	Date:		
On-Site: Upper Story Evaluation	Date:		



City of Minot
Application for Façade Improvement Program

Attachment 1 – Proof of Ownership & Legal Description

2024 Ward County Real Estate Tax Statement

Your canceled check is your receipt for your payment.
No receipt will be issued.



MI24G200000030

Parcel Number: MI24G200000030
Statement Number: 25231

Total tax due 7,038.65
Less: 5% discount -307.58
Amount due by February 18, 2025 6,731.07

Or pay in two installments (with no discount):
Payment 1: Pay by March 3, 2025 3,962.81
Payment 2: Pay by October 15, 2025 3,075.84

AKSAL GROUP LLC
[Redacted Address]

MAKE CHECK PAYABLE TO:
Ward County Treasurer
PO BOX 5005
Minot, ND 58702
Phone: 701.857.6420

----- ✂ ----- ✂ ----- ✂ ----- ✂ -----
2024 Ward County Real Estate Tax Statement Statement No: 25231

Parcel Number MI24G200000030
Owner AKSAL GROUP LLC
Jurisdiction City of Minot
Physical Location 110 CENTRAL AVE E
MINOT, ND58701

Stmt 5 of 5 (447)

Legal Description
LOT:3
CITIZENS ALLEY ADDITION
LOT 3

2024 TAX BREAKDOWN
Net consolidated tax 6,151.68
Plus: Special Assessments 886.97
Total tax due 7,038.65
Less: 5% discount, if paid by February 18, 2025 -307.58
Amount due by February 18, 2025 6,731.07

(If your mortgage company pays your property taxes, then this is an informational statement only.)

Or pay in two installments (with no discount)
Payment 1: Pay by March 3, 2025 3,962.81
Payment 2: Pay by October 15, 2025 3,075.84

	2022	2023	2024
Legislative Tax Relief:	0.00	0.00	2,636.28
Tax Distribution (3-year comparison):	2022	2023	2024
True and Full Value			360,000
Taxable Value	0	0	18,000
Less: Homestead credit	0	0	0
Disabled Veteran credit	0	0	0
Net Taxable Value	0	0	18,000
Total mill levy	268.190	268.030	341.760
Taxes By District (in dollars):			
Ward County	0.00	0.00	1,061.64
City of Minot	0.00	0.00	1,753.38
Minot City Park	0.00	0.00	835.92
Minot School	0.00	0.00	2,454.30
Soil Conservation	0.00	0.00	10.44
Garrison Diversion	0.00	0.00	18.00
State of North Dakota	0.00	0.00	18.00
Consolidated Tax	0.00	0.00	6,151.68
Net effective tax rate	0.00%	0.00%	1.71%

Penalty on 1st Installment & Specials:	
March 4, 2025	3%
May 1, 2025	6%
July 1, 2025	9%
October 15, 2025	12%
Penalty on 2nd Installment:	
October 16, 2025	6%

FOR ASSISTANCE, CONTACT:
Office: Ward County Treasurer
PO BOX 5005
Minot, ND 58702
Phone: 701.857.6420
Website: www.wardnd.com



City of Minot
Application for Façade Improvement Program

Attachment 2 – Existing Building Conditions

AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



EXISTING BUILDING CONDITIONS

1

AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



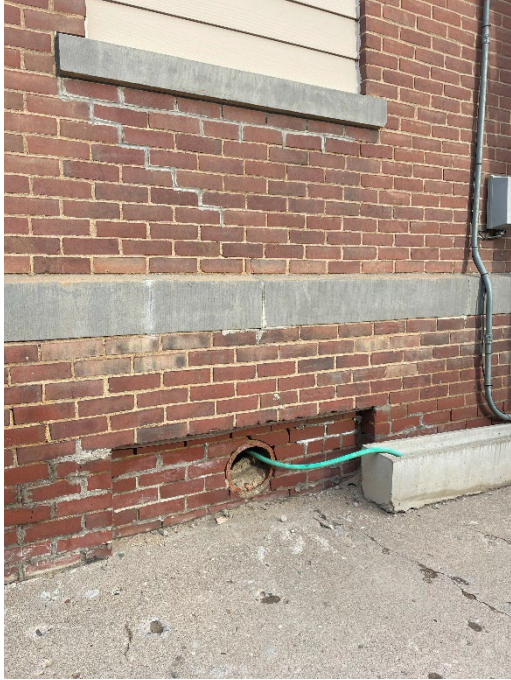
EXISTING BUILDING CONDITIONS

AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



EXISTING BUILDING CONDITIONS

AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



EXISTING BUILDING CONDITIONS

4

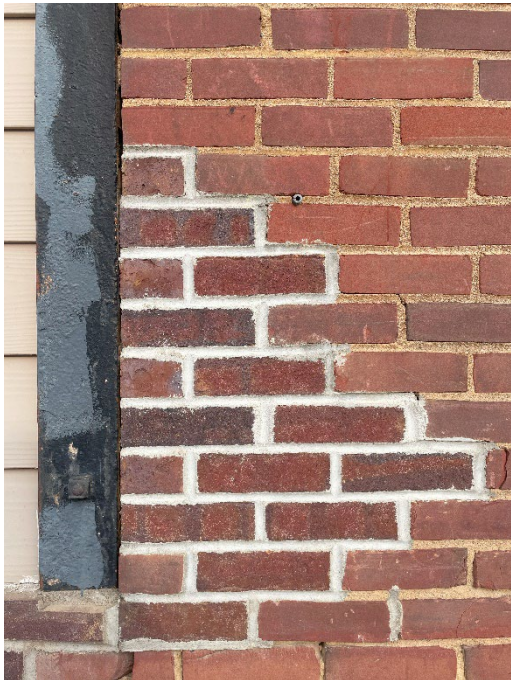
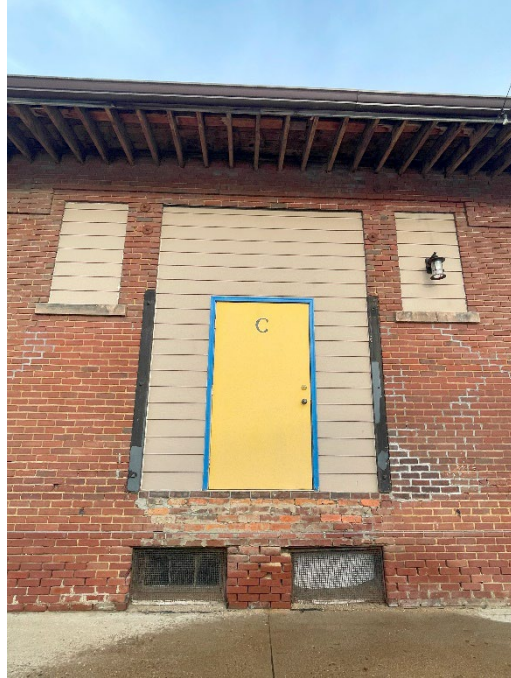
AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



EXISTING BUILDING CONDITIONS

5

AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



EXISTING BUILDING CONDITIONS





AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION



AKSAL GROUP FAÇADE IMPROVEMENT PROGRAM APPLICATION







City of Minot
Application for Façade Improvement Program

Attachment 3 – Minot Assessors Property Card

Parcel Detail: MI24.G20.000.0030

Parcel Number:	MI24.G20.000.0030
Deed Holder:	AKSAL GROUP, LLC
Property Address:	110 E CENTRAL AVE MINOT, ND 58701-3912 Map This Address
Mailing Address:	[REDACTED]
Zoning:	C2/General Commercial
Sec-Twp-Rng:	24G20--
Lot-Block:	0030-
Legal Description:	CITIZENS ALLEY ADDITION LOT 3
Lot Dimensions:	0 X 0 REN ZONE BLK 7
Land Use:	Renaissance Zone
Property Report:	Property Report (PDF file)

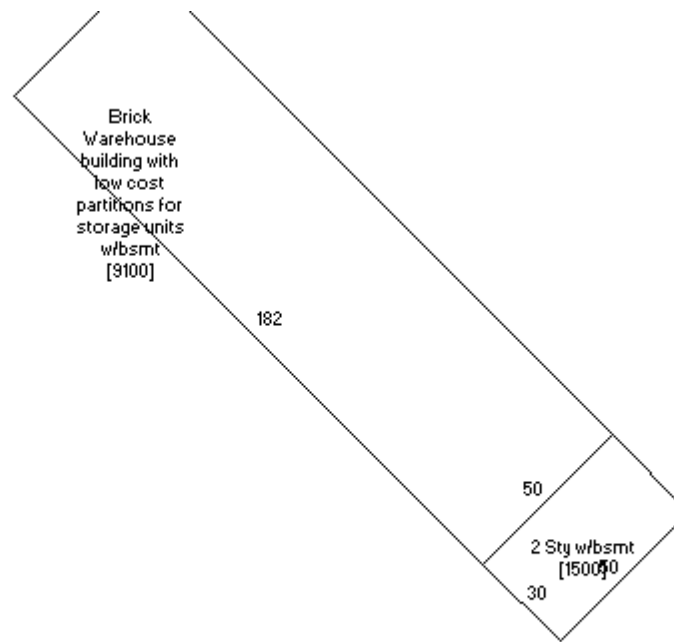


Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$104,000	\$0	\$264,000	\$368,000
Get Current Year Tax Estimate			
See Special Assessment Districts Map for pending or certified special assessments or call 701-857-4770 For all other questions, please contact us at assessor@minotnd.org or 701-857-4160			

Land Information		
Lot Type	Square Feet	Acres
Sq. Ft x Rate	20,825	0.478

Commercial Building Information		
Occupancy	Year Built	Building Area
+ Warehouse (Transit)	1940	9,100
+ ↪ Addition: Store - Grocery	1999	1,500
+ ↪ Addition: Apartment	1940	1,500

Sale Information		
Sale Date	Amount	Recording
+ 09/08/2020	\$675,000	3043161



Sketch for PIN MI24.G20.000.0030

GIS Map Information

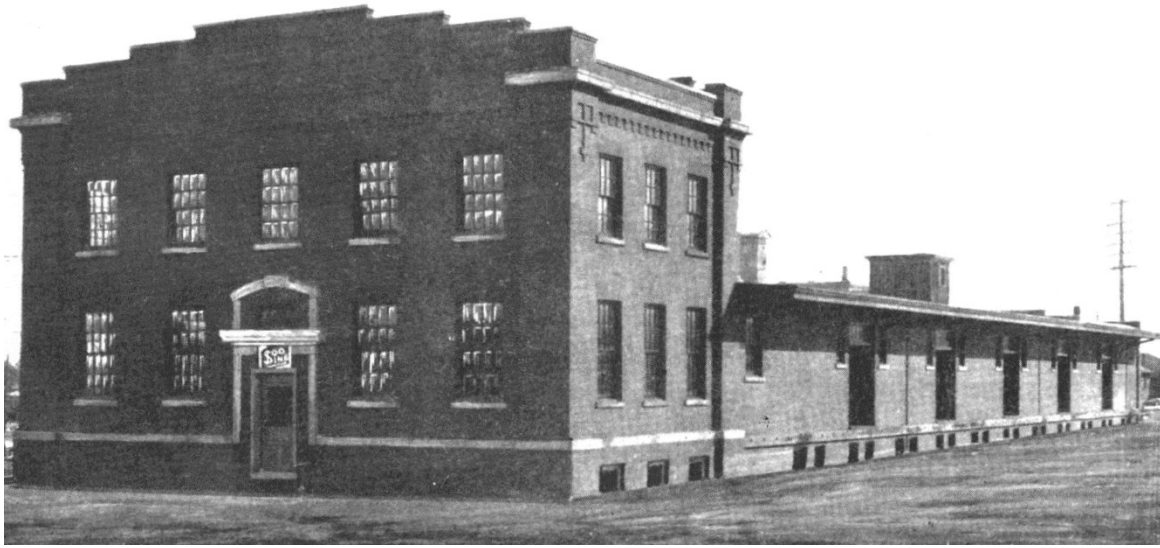
Full View

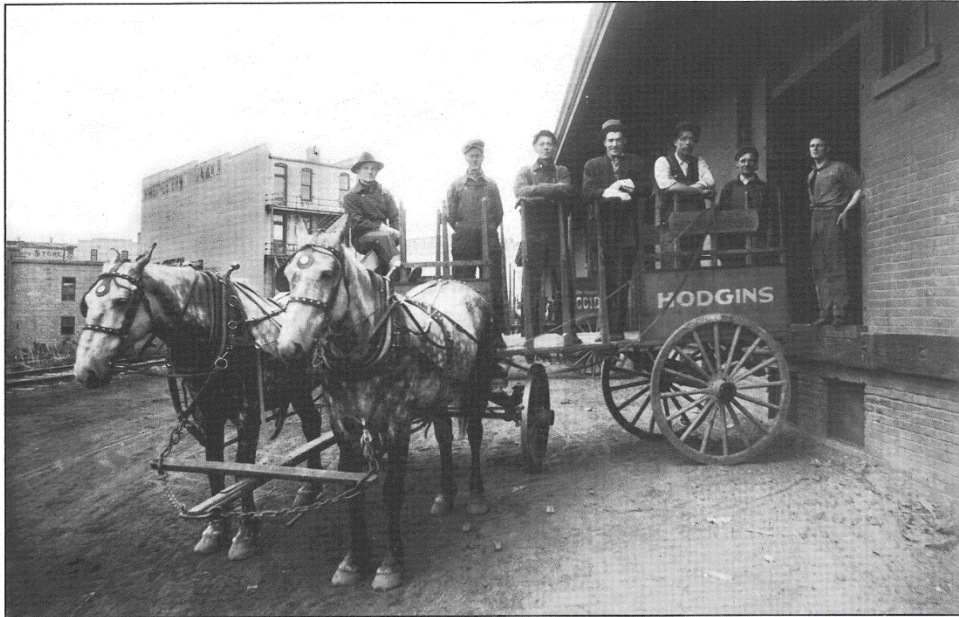




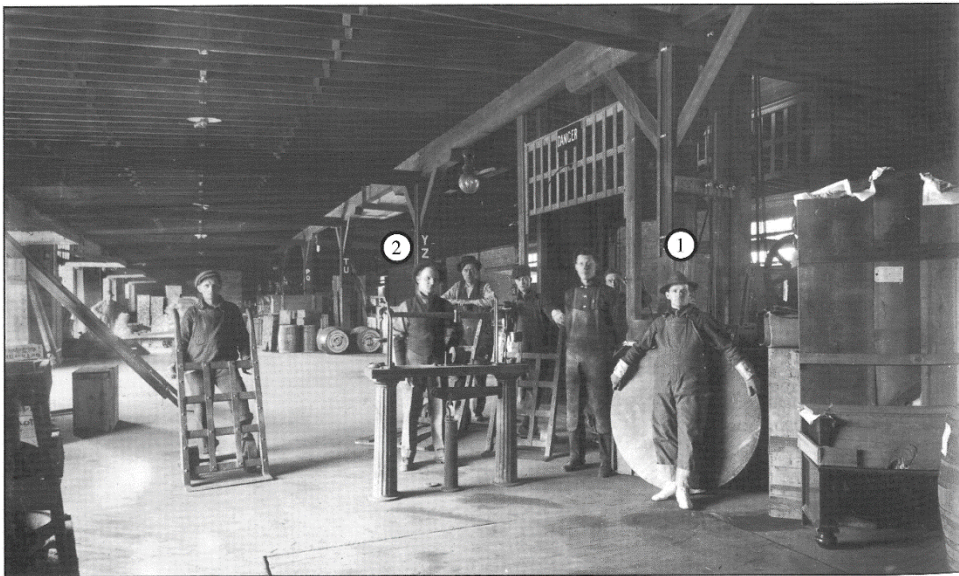
City of Minot
Application for Façade Improvement Program

Attachment 4 – Historic Photos





Above: Soo Line workers standing on the loading Soo Line Freight Depot dock and Hodgins' dray in 1905.
Courtesy Wayne Johnson.



Above: Soo Line Freight Warehouse in 1905. Clam Charalaboea (1) is holding onto what looks like a round tabletop.



**City of Minot
Application for Façade Improvement Program**

**Attachment 5 – Drawings of Existing Façade
&
Drawings of Proposed Façade Changes**

FREIGHT HOUSE FACADE IMPROVEMENT
100 E CENTRAL AVE
MINOT, NORTH DAKOTA



ACKERMAN
ESTVOLD
1907 17th St SE · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

LOCATION PLAN



VICINITY PLAN



DRAWING INDEX

G000	TITLE SHEET
AD100	DEMOLITION FLOOR PLANS
AD200	DEMOLITION ELEVATIONS
A100	FLOOR PLANS
A200	BUILDING ELEVATIONS
A300	BUILDING DETAILS
A400	DOORS & WINDOW TYPES

CODE STUDY

APPLICABLE BUILDING CODES		2021 INTERNATIONAL MECHANICAL CODE
2021 INTERNATIONAL BUILDING CODE		2017 ICC A117.1 ACCESSIBILITY STANDARD
2021 INTERNATIONAL FIRE CODE		
2021 INTERNATIONAL ENERGY CONSERVATION CODE		
2018 NORTH DAKOTA PLUMBING CODE		
USE AND OCCUPANCY		ASSEMBLY GROUP A-2
BRIDGE OCCUPANCY		ASSEMBLY GROUP A-2
NON-SEPARATED OCCUPANCIES		
ACCESSIBLE OCCUPANCIES ≤ 10%		
CONSTRUCTION TYPE		FIRE RESISTANCE RATING FOR BUILDING ELEMENTS (HRS)
V-8	STRUCTURAL FRAME	0
	ROOFING WALLS	0
	INTERIOR	0
	NON-BEARING WALLS AND PARTITIONS - EXTERIOR	0
NON-RATED CONSTRUCTION	NON-BEARING WALLS AND PARTITIONS - INTERIOR	0
	ROOF CONSTRUCTION (AND SUPPORTING STRUCTURES)	0
	ROOF CONSTRUCTION - 30' ABOVE FLOOR BELOW	0
	ROOF CONSTRUCTION - 30' ABOVE FLOOR BELOW	0
FIRE PROTECTION SYSTEMS		REQUIRED
AUTOMATIC SPRINKLER SYSTEM		NOT REQUIRED
STANDPIPE SYSTEM		REQUIRED
PORTABLE FIRE EXTINGUISHERS		REQUIRED
MANUAL FIRE ALARM SYSTEM		NOT REQUIRED
SMOKE AND HEAT REMOVAL		NOT REQUIRED
NFPA 13 AUTOMATIC SPRINKLER SYSTEM		NOT REQUIRED
GENERAL BUILDING DATA		ALLOWABLE
TOTAL BUILDING AREA		23,522
NUMBER OF STORES		2
BUILDING HEIGHT IN FEET		36
ALLOWABLE BUILDING HEIGHT AND AREA		ALLOWABLE
BUILDING HEIGHT		40
NUMBER OF STORES		2
FLOOR AREA PER STORY		11,024

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly registered Professional Engineer in the State of North Dakota.
Date: 4/9/25 Ref. No. 1774

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 4/9/2025

REVISIONS

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#	--/--/----

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All rights reserved.
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Project No.
R24224

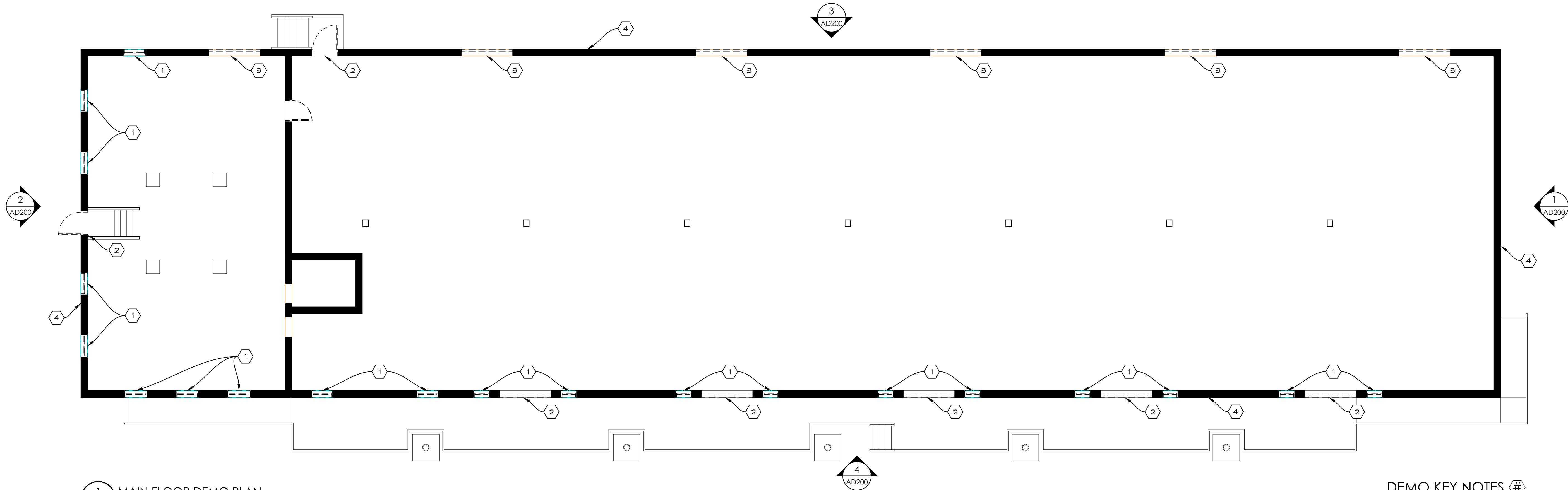
TITLE SHEET

G000

PROJECT TEAM

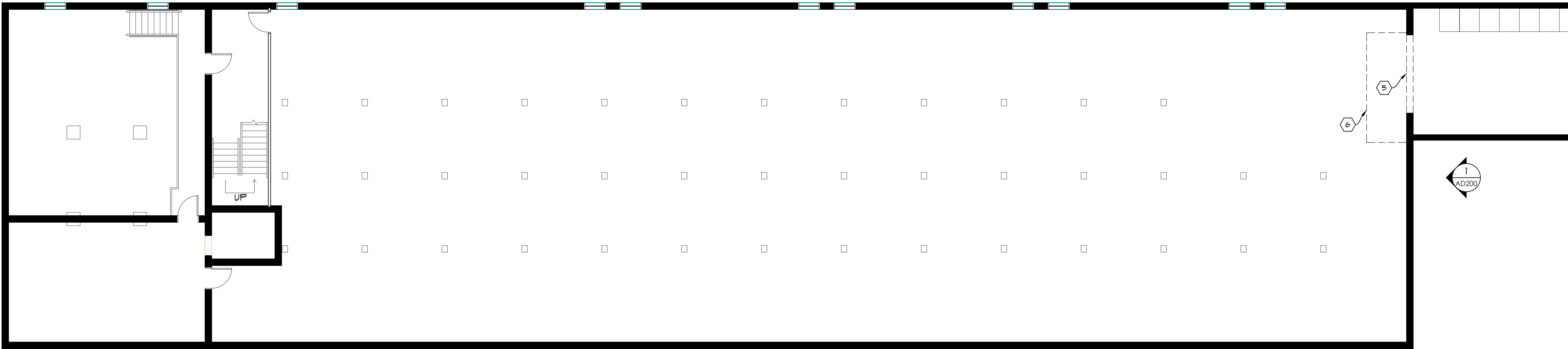
OWNER
AKSAL GROUP, LLC
RYAN ACKERMAN
MINOT, ND 58701
701-857-9113

ARCHITECT
ACKERMAN-ESTVOLD
1907 17TH ST SE
MINOT, ND 58701
PH. 701.837.8737



1 MAIN FLOOR DEMO PLAN
AD100 SCALE: 1/8" = 1'-0"

- DEMO KEY NOTES (#)
- 1 DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW WINDOW INSTALLATION
 - 2 DEMOLISH EXISTING DOOR, FRAME, & HARDWARE & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW DOOR & WINDOW INSTALLATION
 - 3 DEMOLISH INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW FAUX DOOR AND/OR WINDOW INSTALLATION & ASSOCIATED FRAMING.
 - 4 CLEAN ALL EXISTING BRICK- REMOVE DIRT & DEBRIS FROM ENTIRE FACE OF EXISTING MASONRY WALL AND PREPARE FOR MORTAR TUCK-POINTING
 - 5 REMOVE EXISTING OVERHEAD DOOR & HARDWARE. CLEAN & REPAIR EXISTING MASONRY OPENING.
 - 6 SAW-CUT & REMOVE SECT. OF EXIST. CONCRETE FLOOR. PREP FOR NEW CONC. FLOOR.
 - 7 REPOINT ALL MORTAR THAT IS DEFECTIVE, MISSING, OR WHITE THAT DOESNT MATCH ORIGINAL MORTAR.
 - 8 REPAIR AND REPLACE ANY BRICK THAT IS DETERIORATED, DAMAGED, OR MISSING. USE EXISTING BRICK SALVAGED BY OWNER



2 BASEMENT FLOOR DEMO PLAN
AD100 SCALE: 1/8" = 1'-0"

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

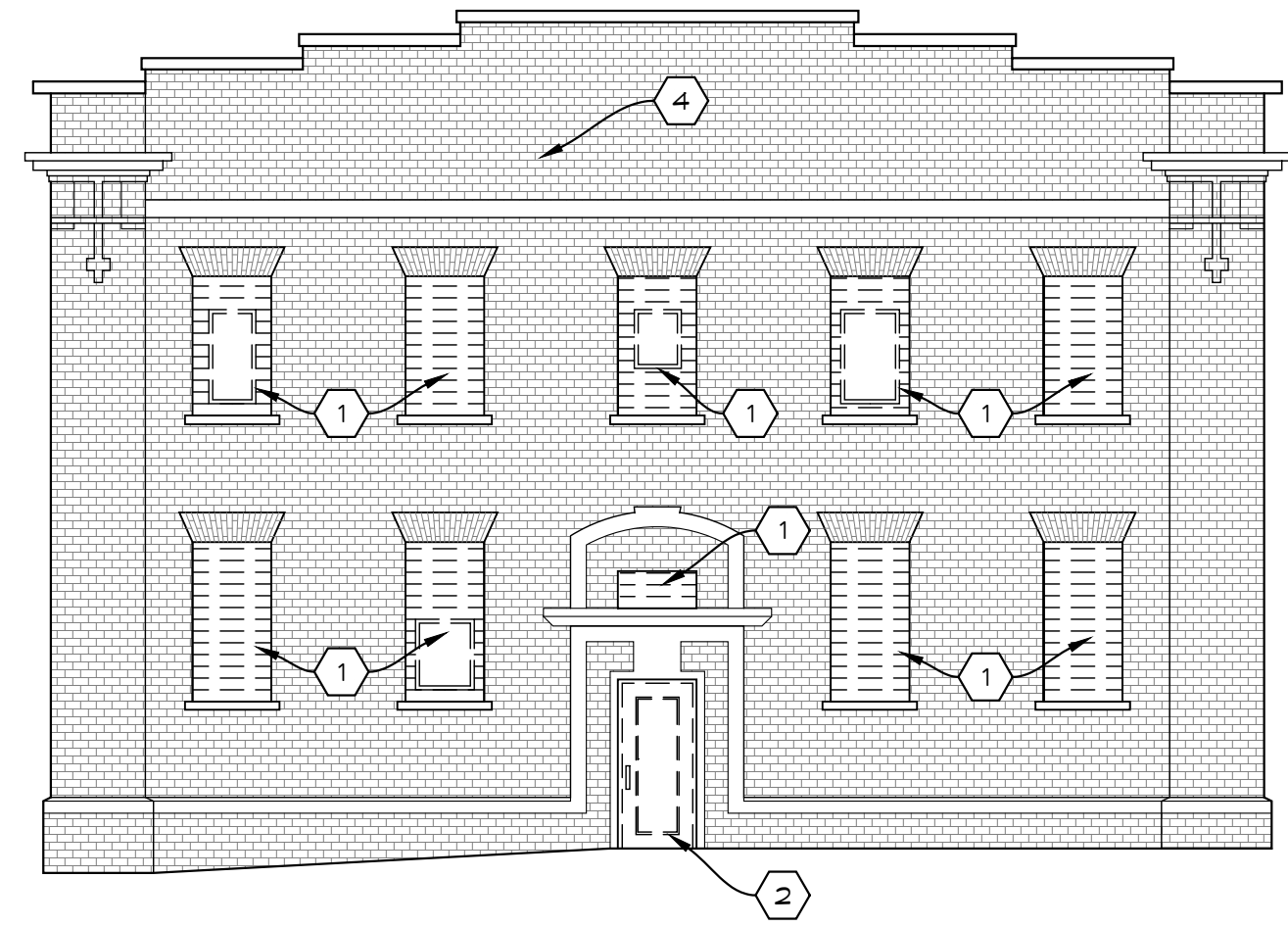
DATE: 4/9/2025

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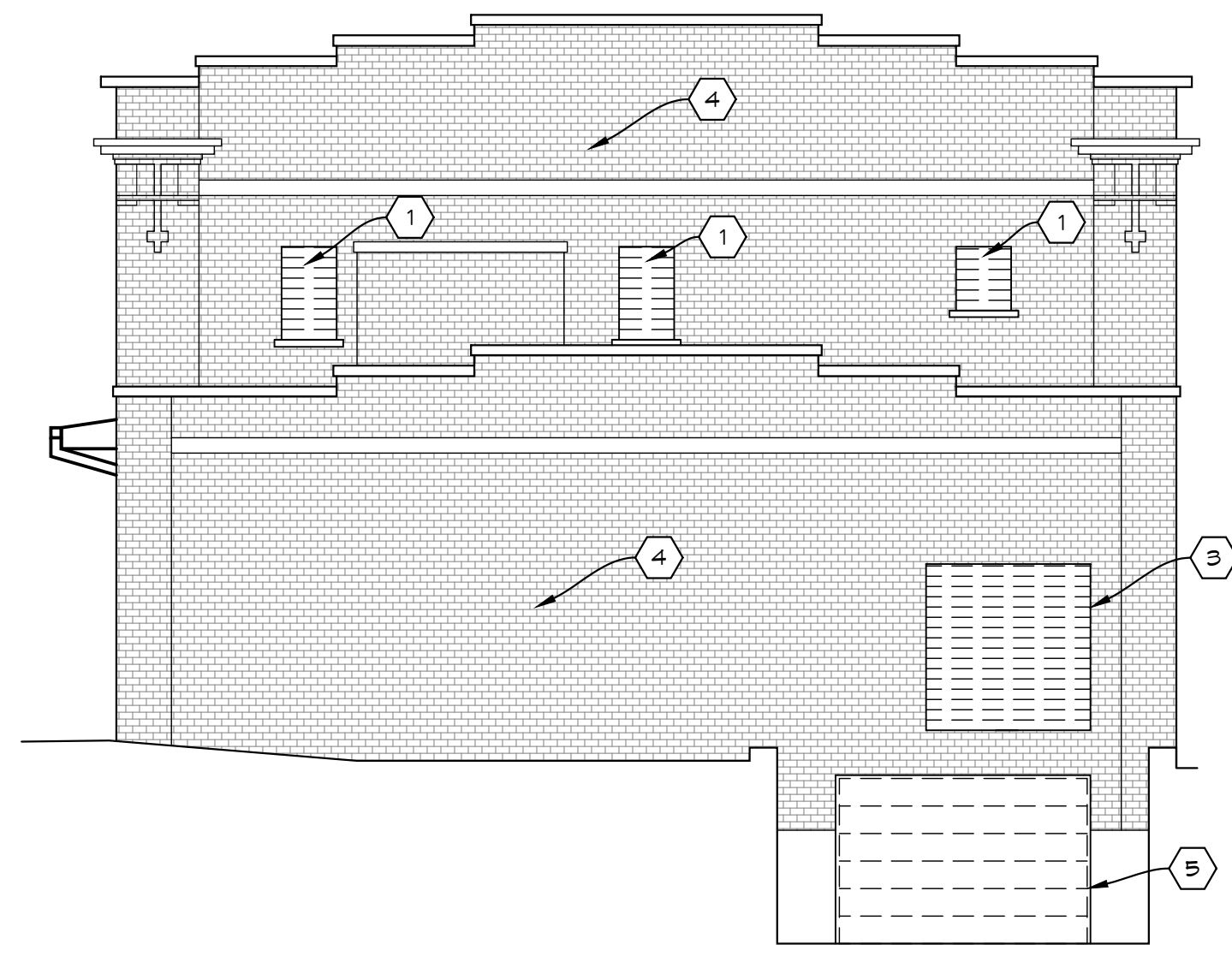
Project No.
R24224

DEMOLITION
FLOOR PLANS

AD100



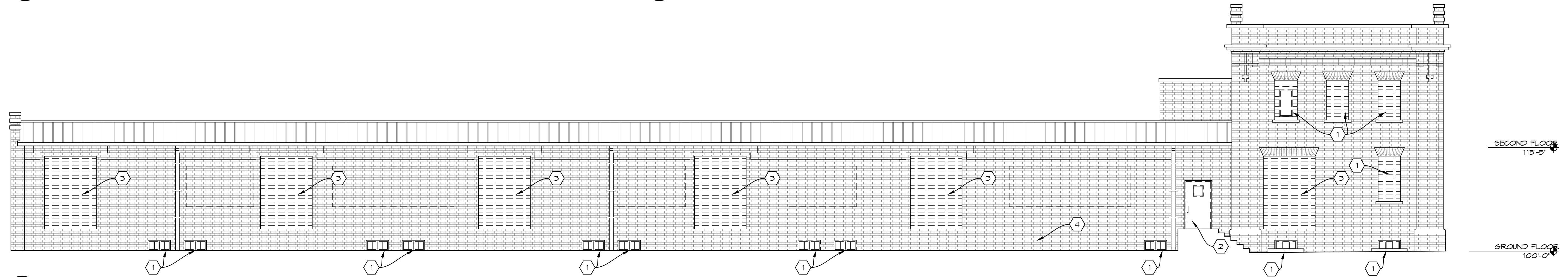
2 NORTHWEST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"



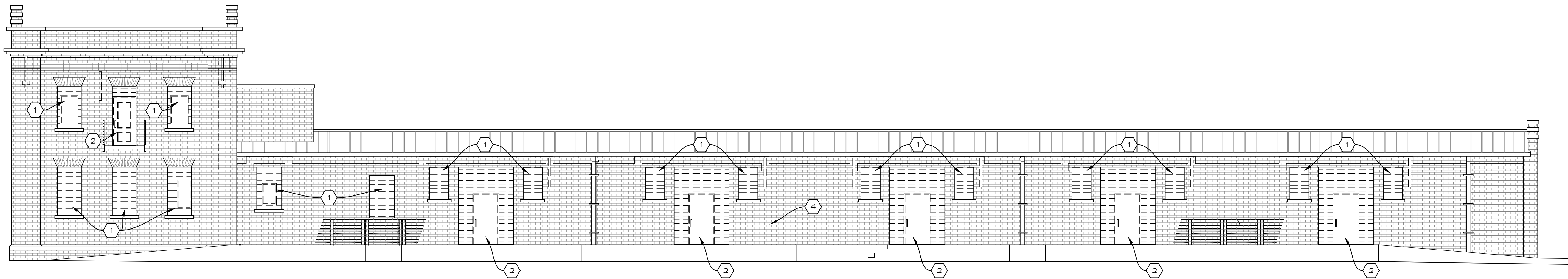
1 SOUTHEAST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"

DEMO KEY NOTES (#)

- 1 DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW WINDOW INSTALLATION
- 2 DEMOLISH EXISTING DOOR, FRAME, & HARDWARE & ALL ASSOCIATED TRIM & WOOD INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW DOOR & WINDOW INSTALLATION
- 3 DEMOLISH INFILL FRAMING & SIDING. PREP MASONRY OPENING FOR NEW FAUX DOOR AND/OR WINDOW INSTALLATION & ASSOCIATED FRAMING.
- 4 CLEAN ALL EXISTING BRICK- REMOVE DIRT & DEBRIS FROM ENTIRE FACE OF EXISTING MASONRY WALL AND PREPARE FOR MORTAR TUCK-POINTING
- 5 REMOVE EXISTING OVERHEAD DOOR & HARDWARE. CLEAN & REPAIR EXISTING MASONRY OPENING.
- 6 SAW-CUT & REMOVE SECT. OF EXIST. CONCRETE FLOOR. PREP FOR NEW CONC. FLOOR.
- 7 REPOINT ALL MORTAR THAT IS DEFECTIVE, MISSING, OR WHITE THAT DOESN'T MATCH ORIGINAL MORTAR.
- 8 REPAIR AND REPLACE ANY BRICK THAT IS DETERIORATED, DAMAGED, OR MISSING. USE EXISTING BRICK SALVAGED BY OWNER

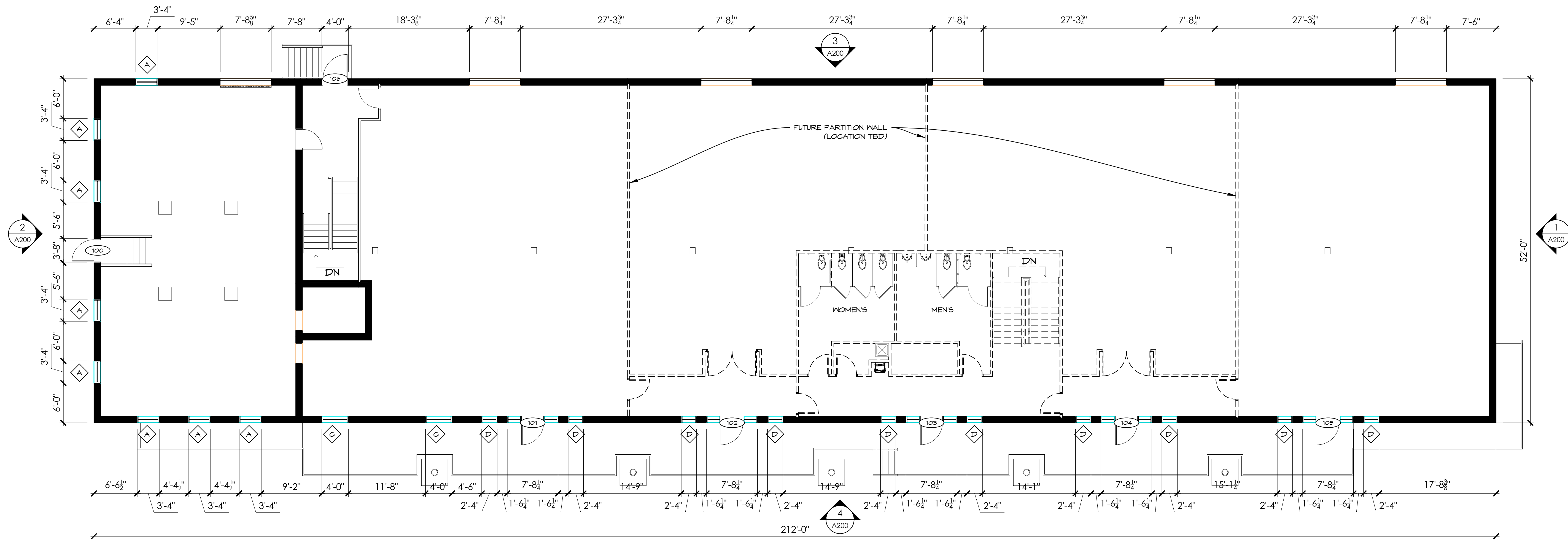


3 NORTHEAST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"

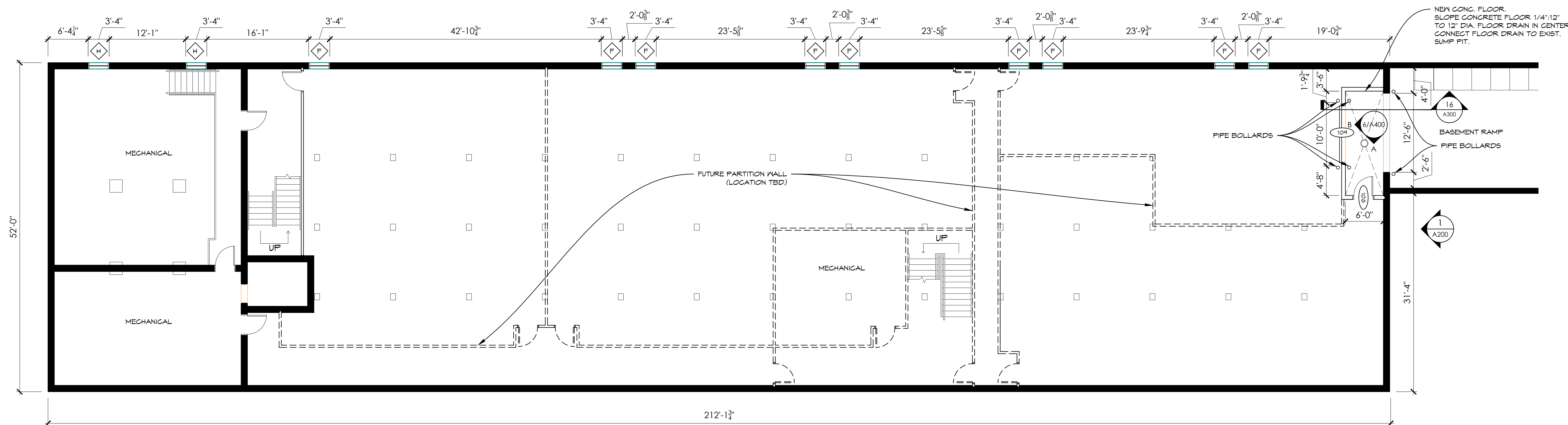


4 SOUTHWEST DEMO ELEVATION
AD200 SCALE: 1/8" = 1'-0"

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1 MAIN FLOOR PLAN
A100 SCALE: 1/8" = 1'-0"



2 BASEMENT FLOOR PLAN
A100 SCALE: 1/8" = 1'-0"

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 4/9/2025

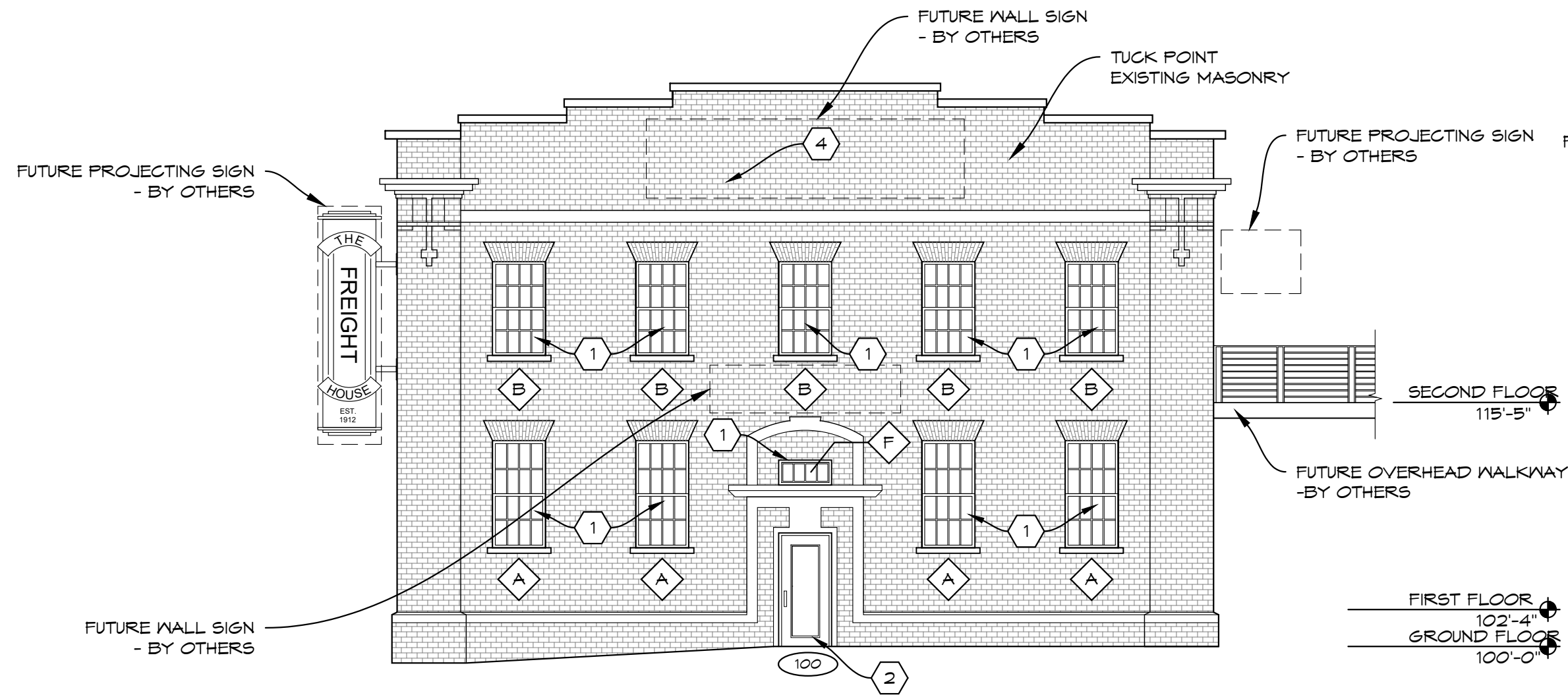
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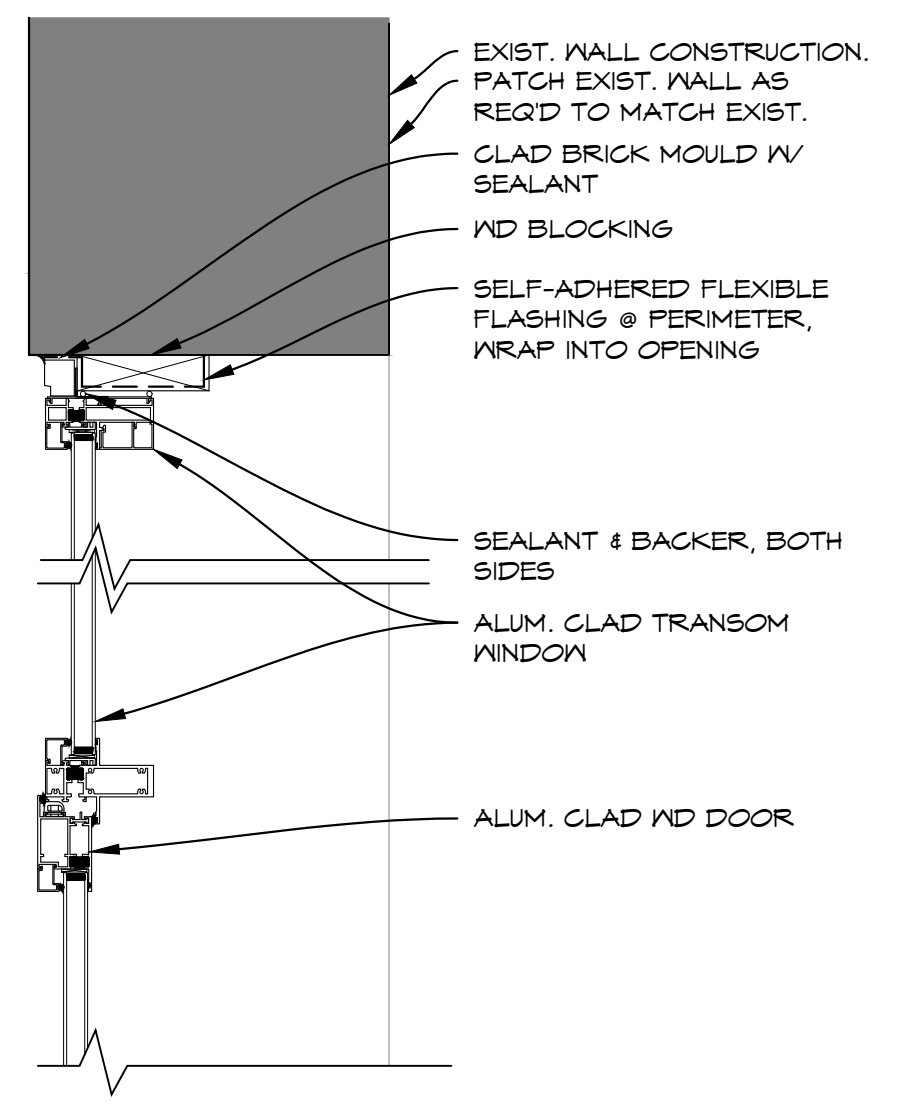
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Project No.
R24224

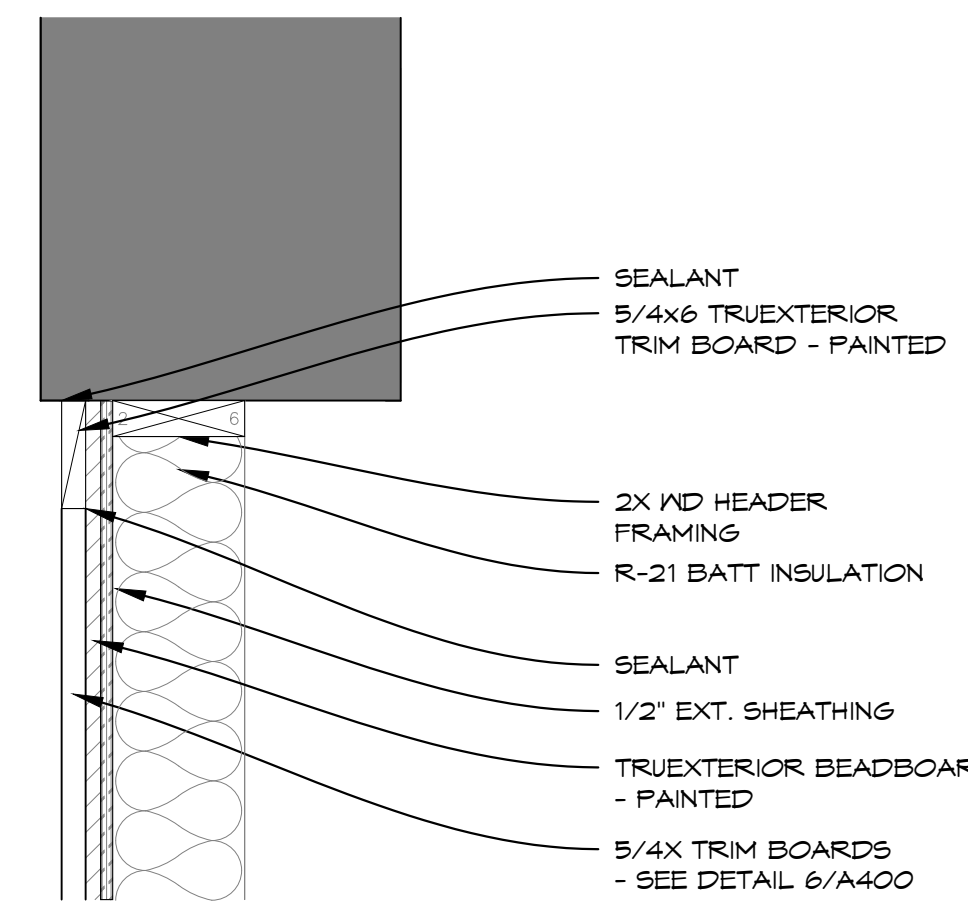
FLOOR PLANS

A100

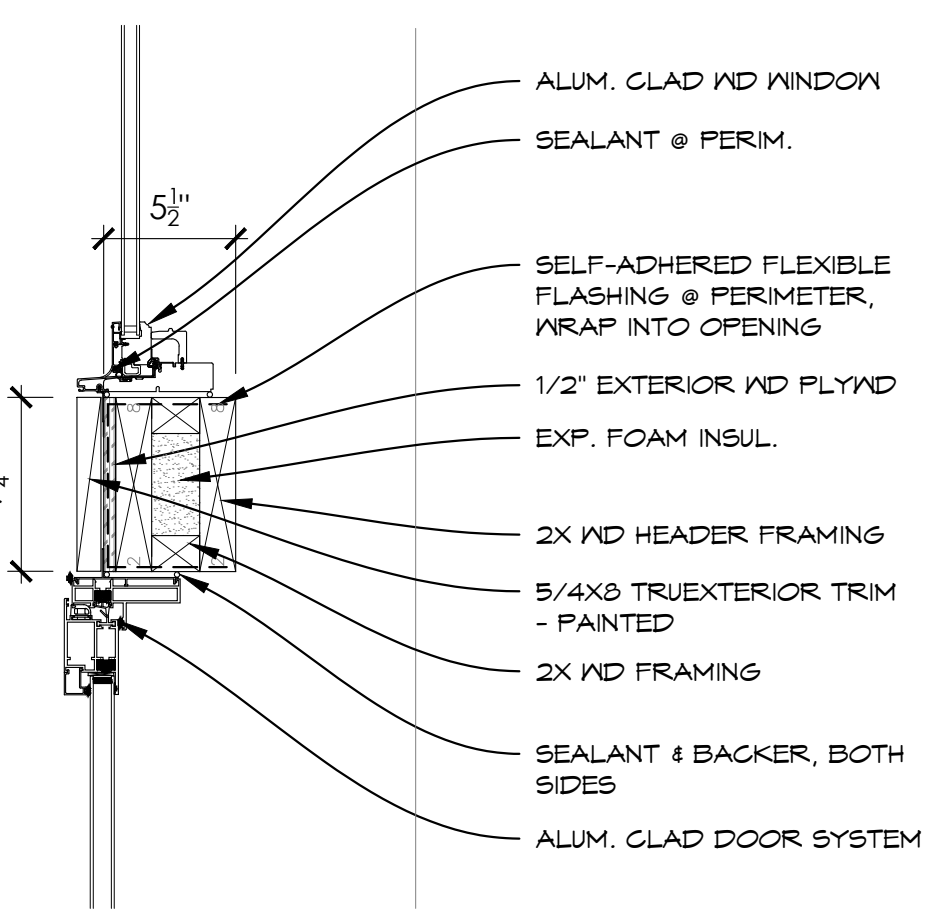




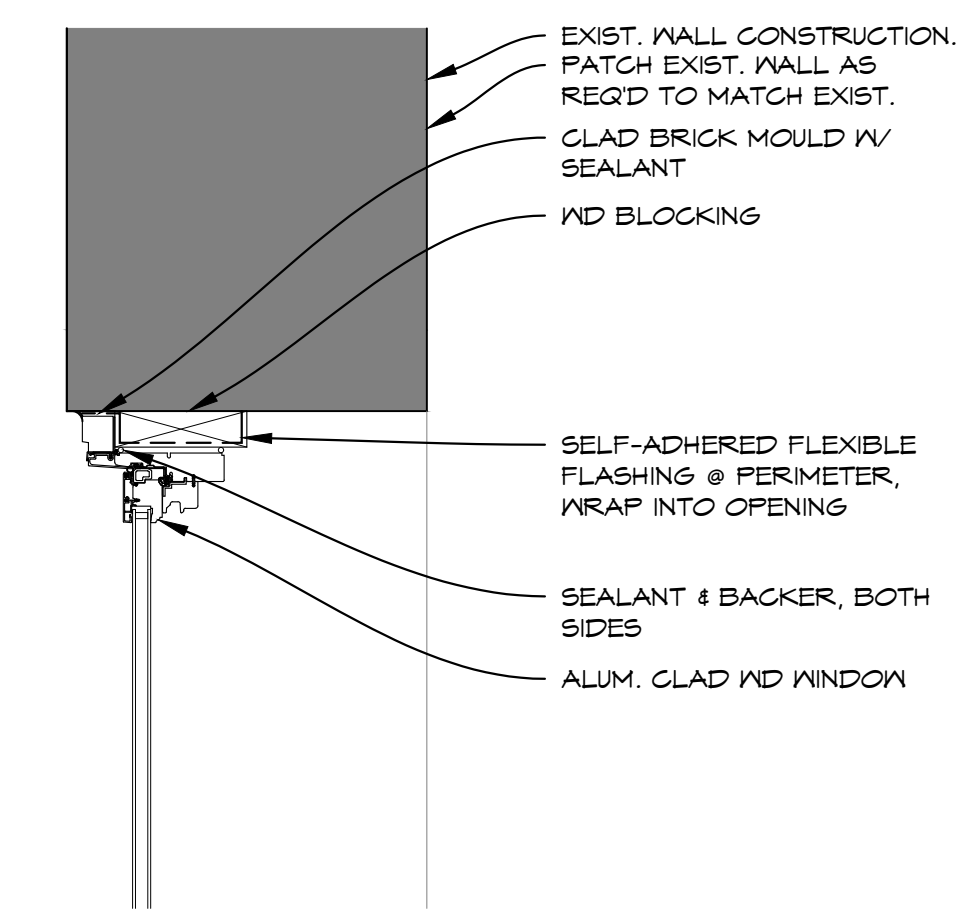
1 DOOR JAMB @ SIDELITE
A300 SCALE: 1 1/2" = 1'-0"



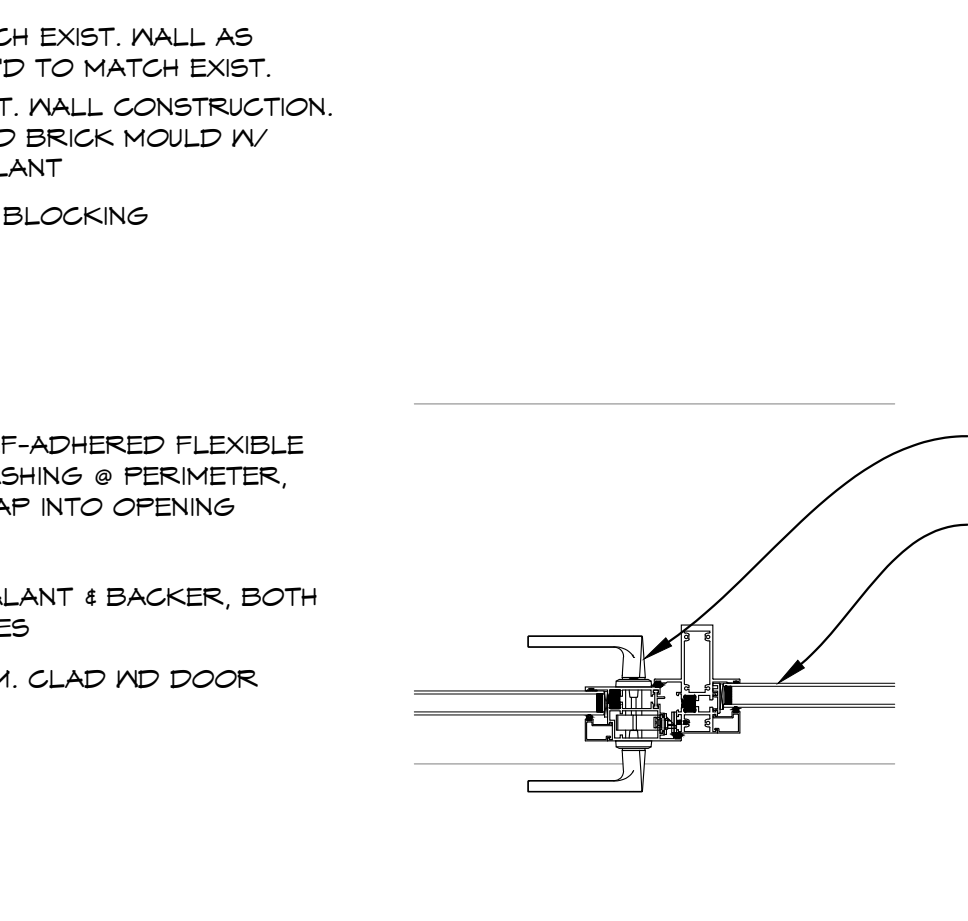
2 DOOR HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"



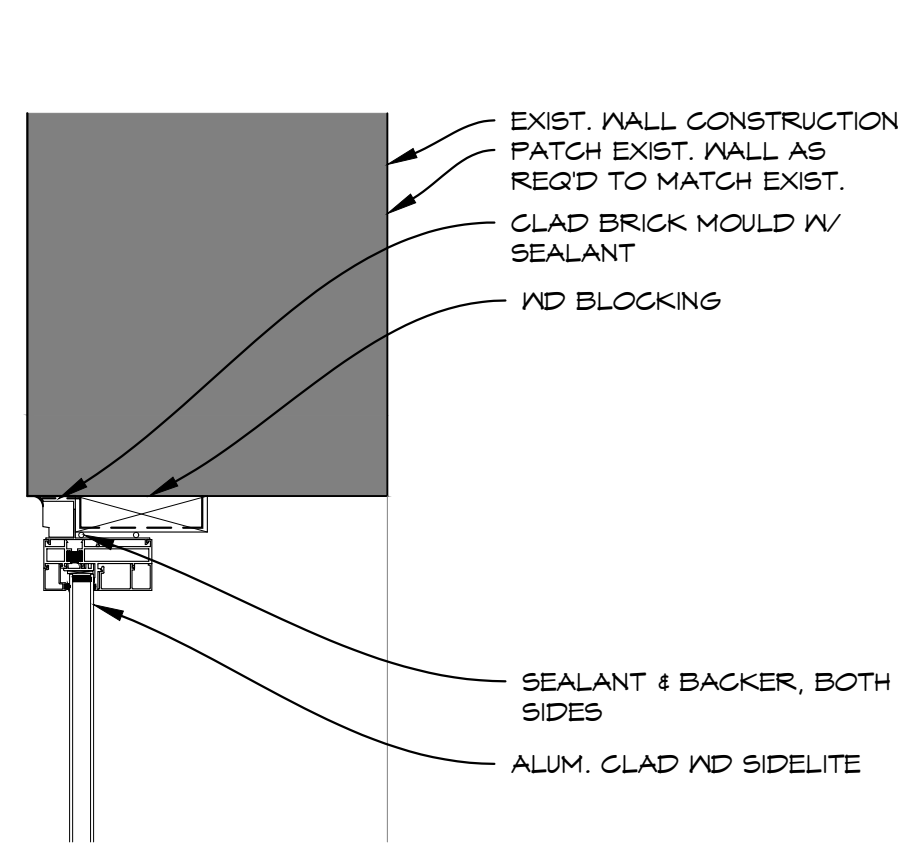
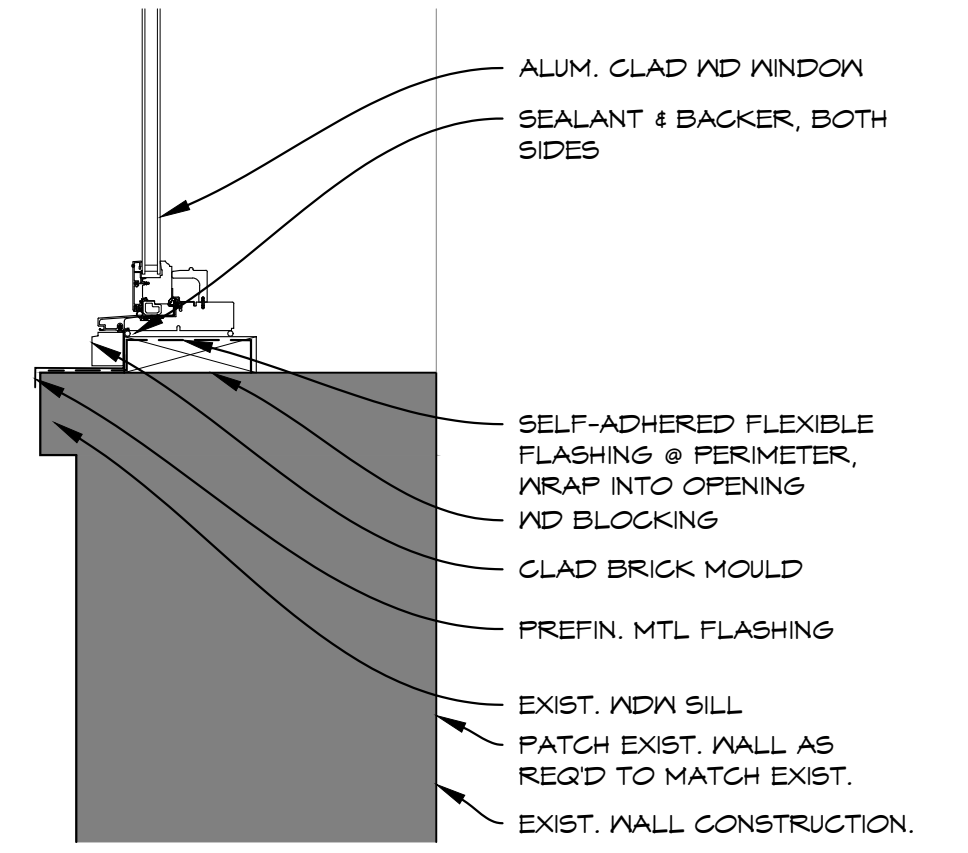
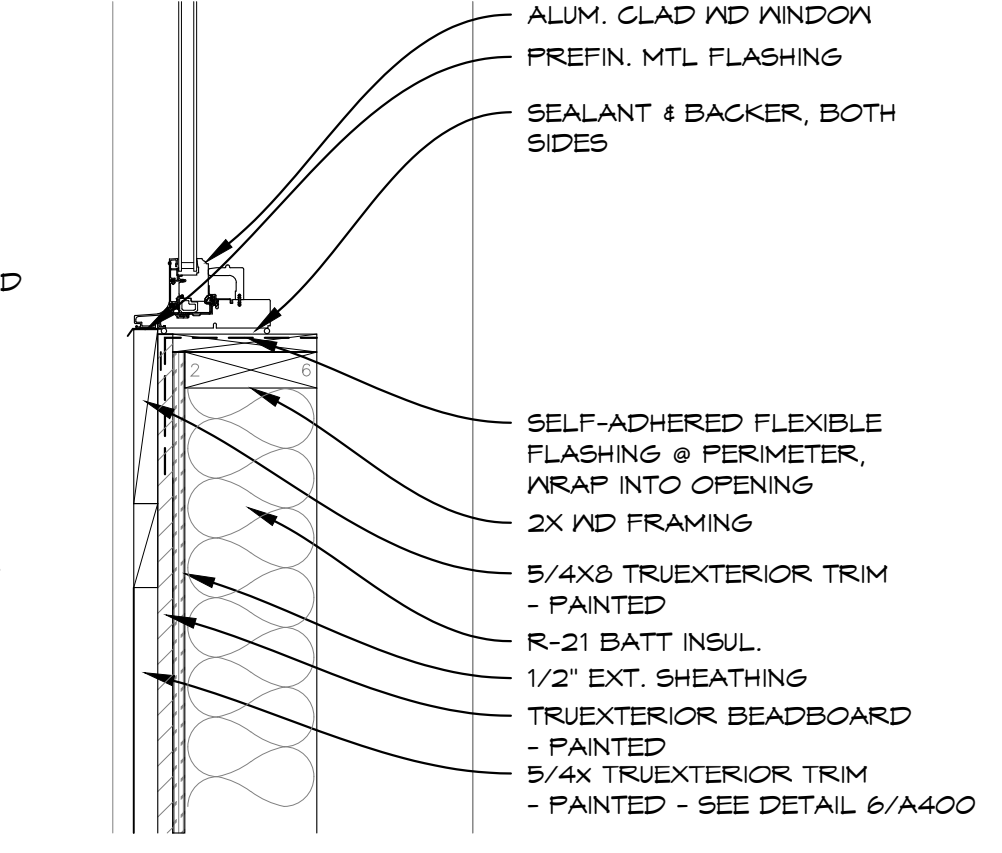
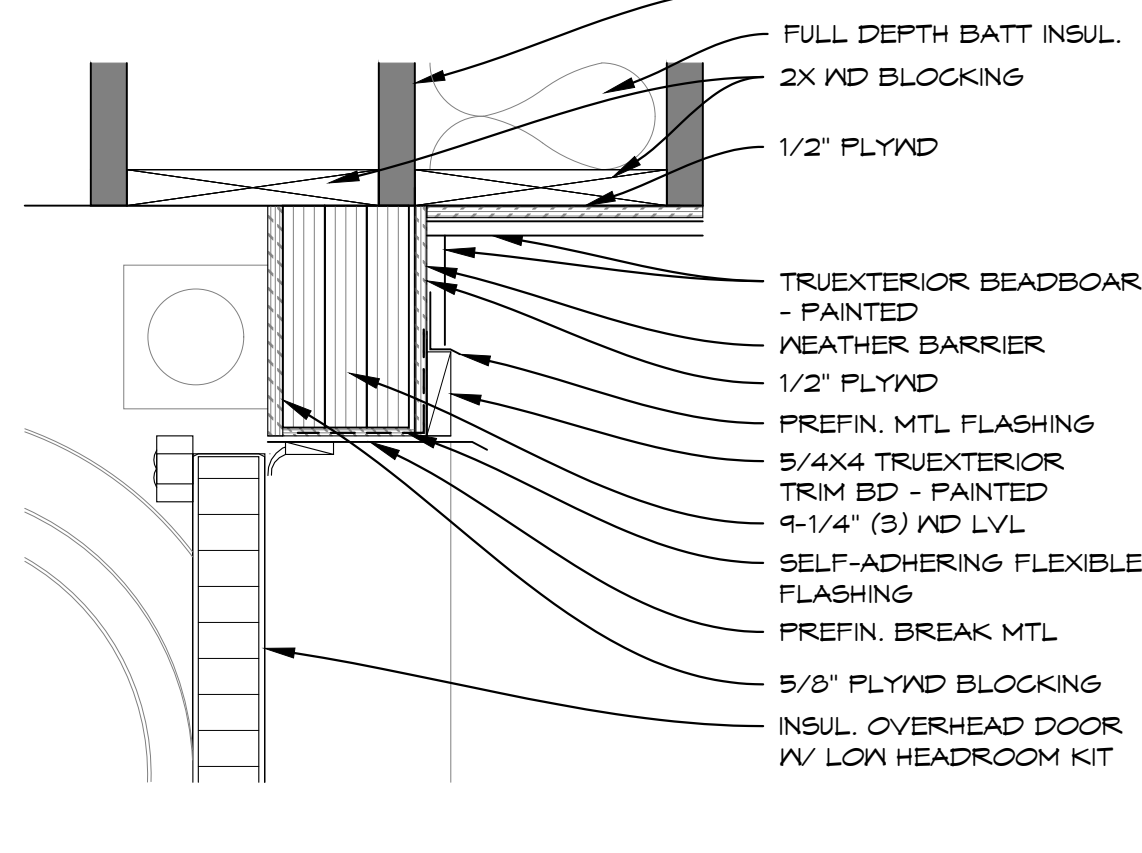
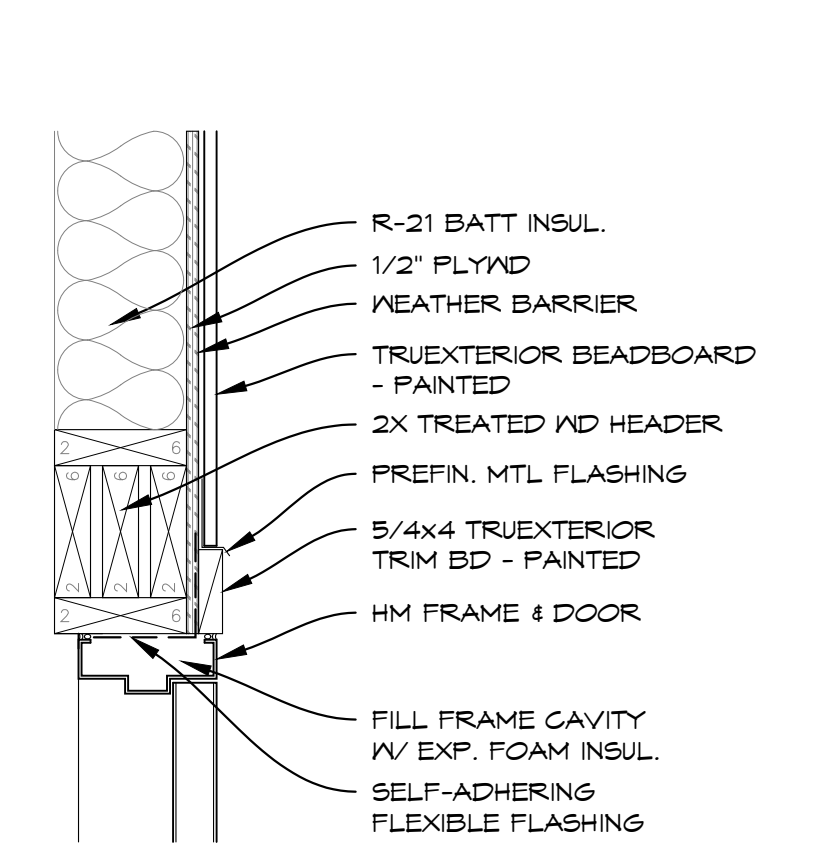
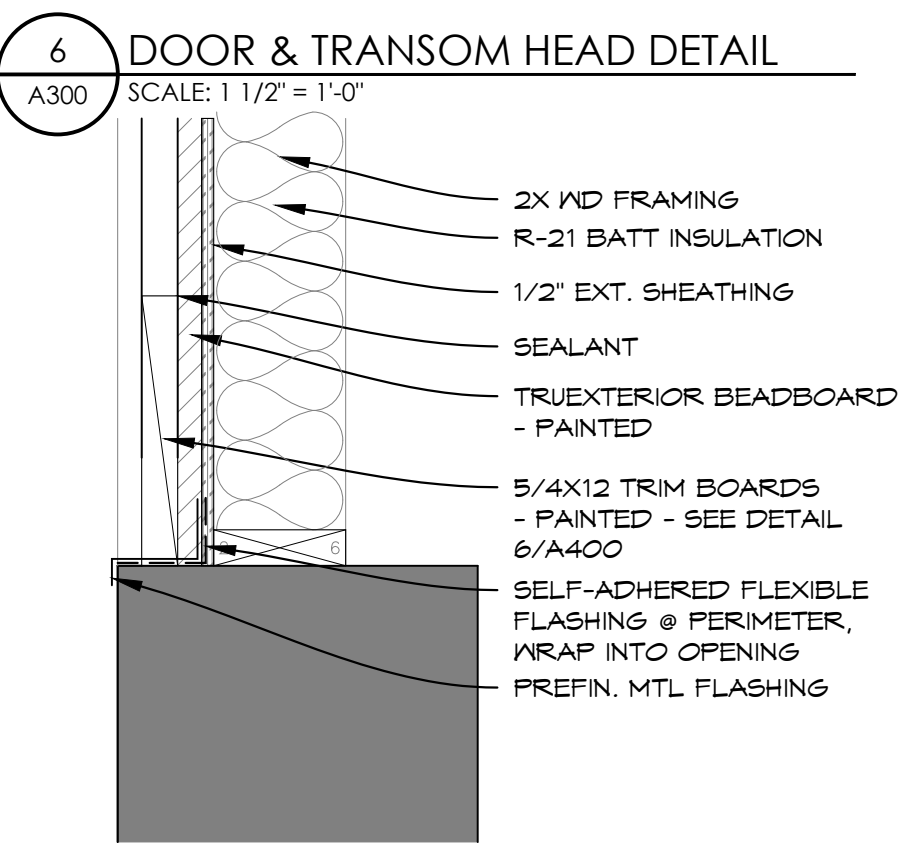
3 WINDOW HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"



4 WINDOW TRANSOM
A300 SCALE: 1 1/2" = 1'-0"



5 FAUX DR JAMB FRAMING
A300 SCALE: 1 1/2" = 1'-0"



6 DOOR & TRANSOM HEAD DETAIL
A300 SCALE: 1 1/2" = 1'-0"

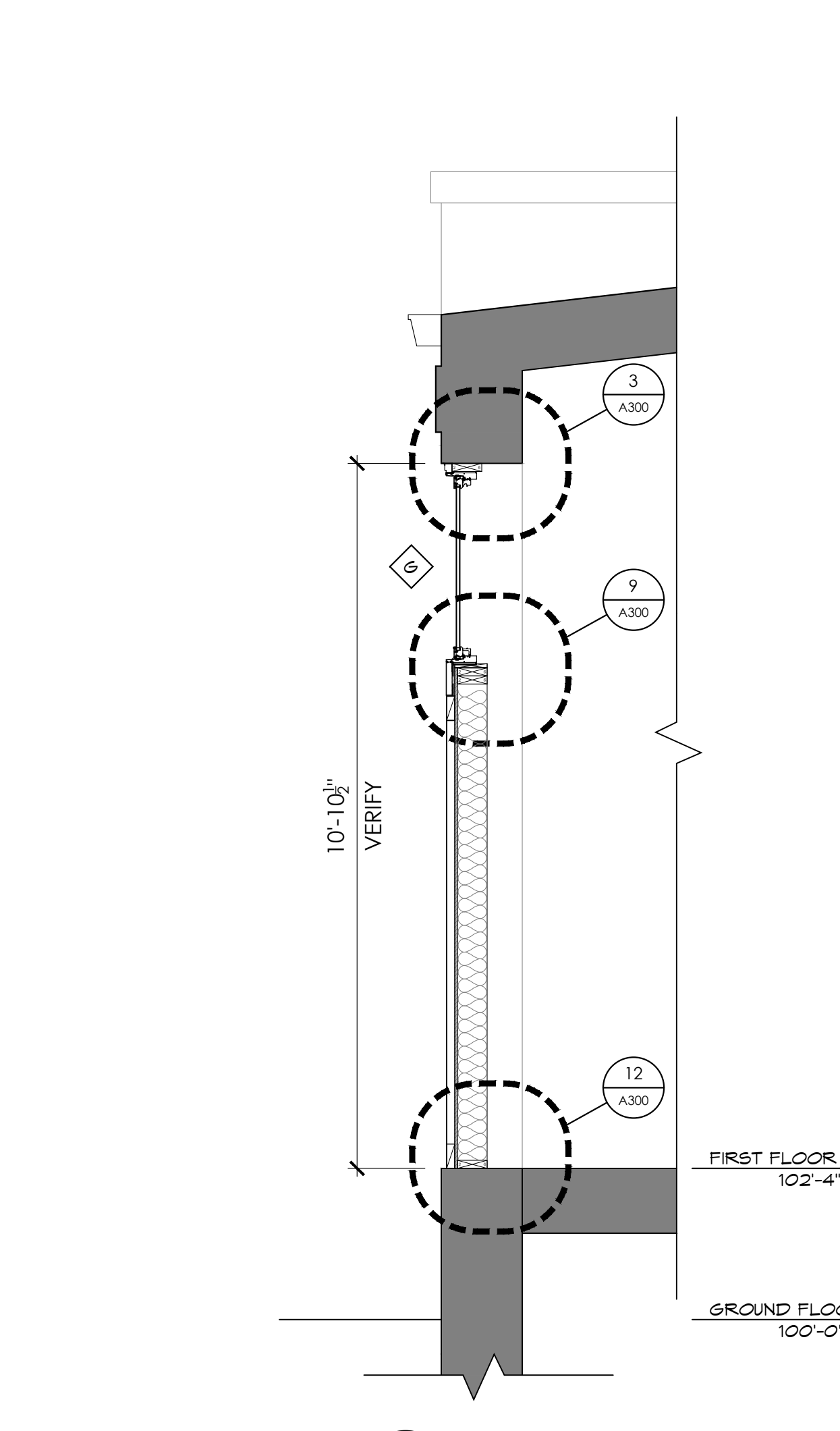
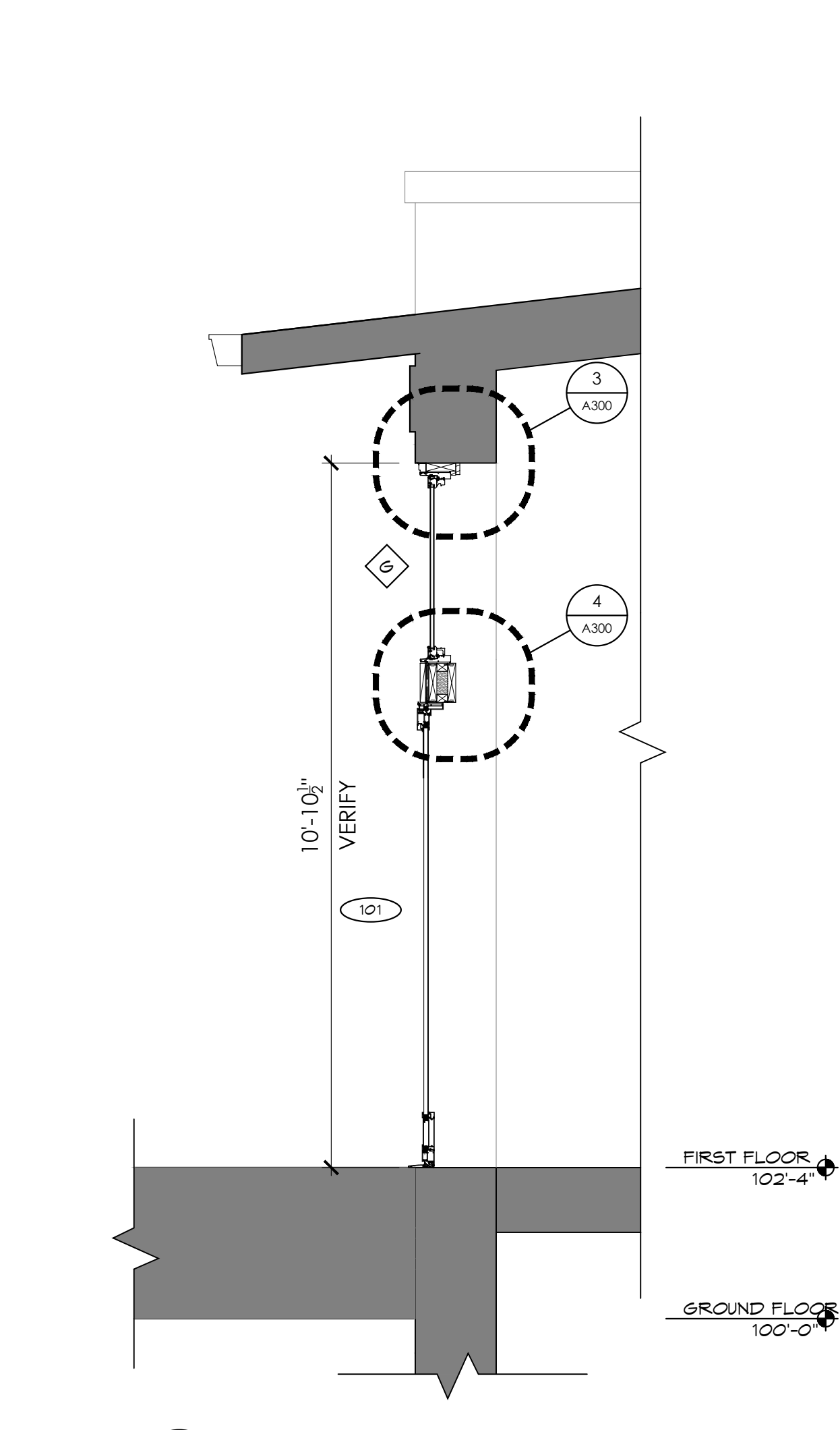
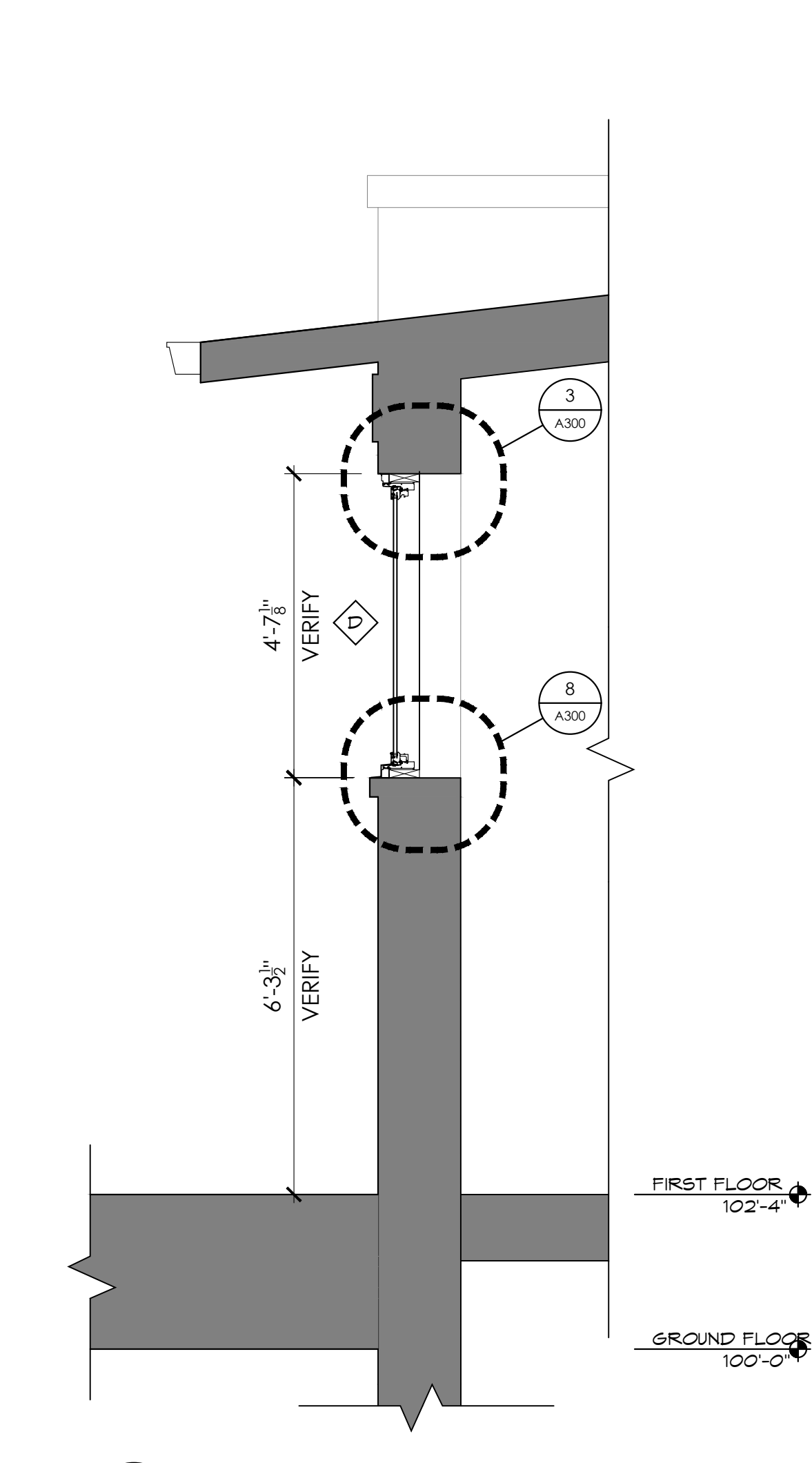
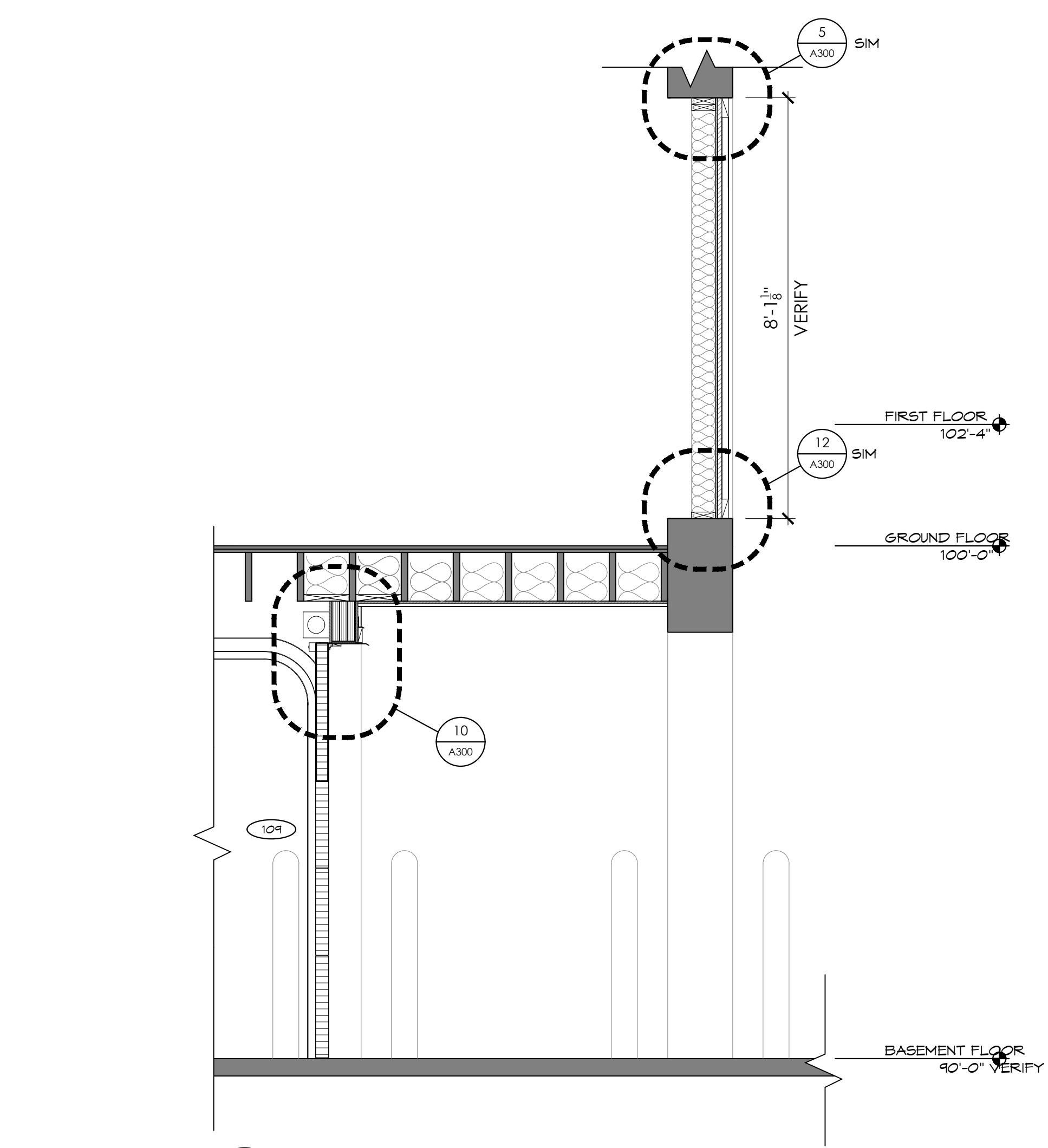
7 SIDELITE HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"

8 WINDOW SILL
A300 SCALE: 1 1/2" = 1'-0"

9 WINDOW TRANSOM @ FAUX DR
A300 SCALE: 1 1/2" = 1'-0"

10 OH DOOR
A300 SCALE: 1 1/2" = 1'-0"

11 HM DR HEAD/JAMB
A300 SCALE: 1 1/2" = 1'-0"



12 FAUX DR SILL
A300 SCALE: 1 1/2" = 1'-0"

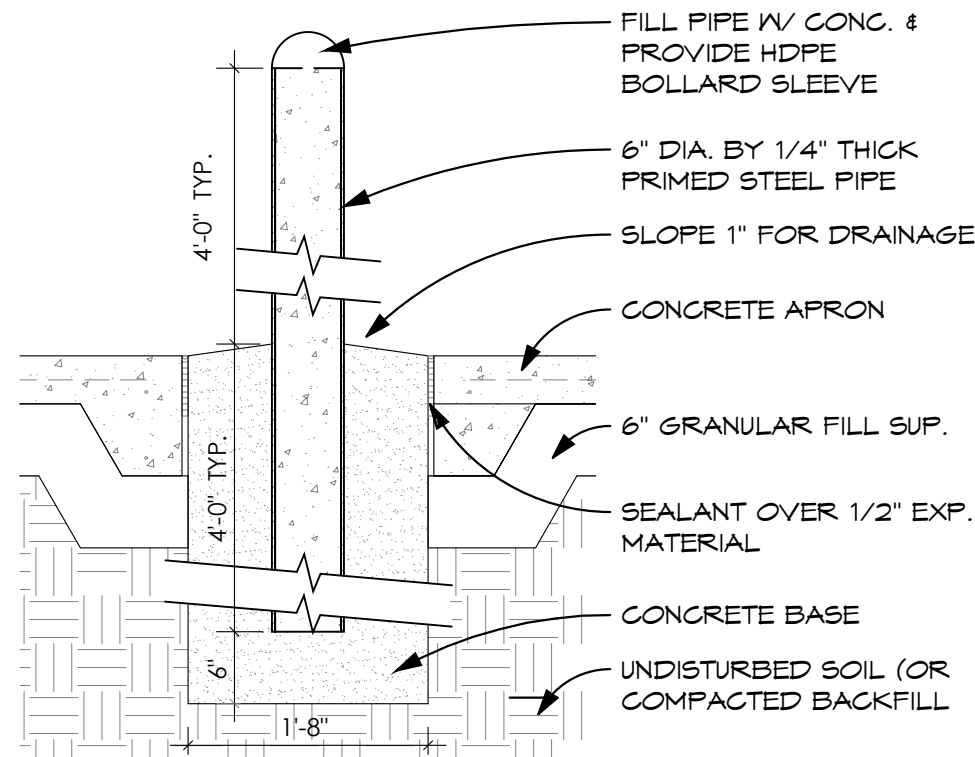
13 WALL SECTION
A300 SCALE: 1/2" = 1'-0"

14 WALL SECTION
A300 SCALE: 1/2" = 1'-0"

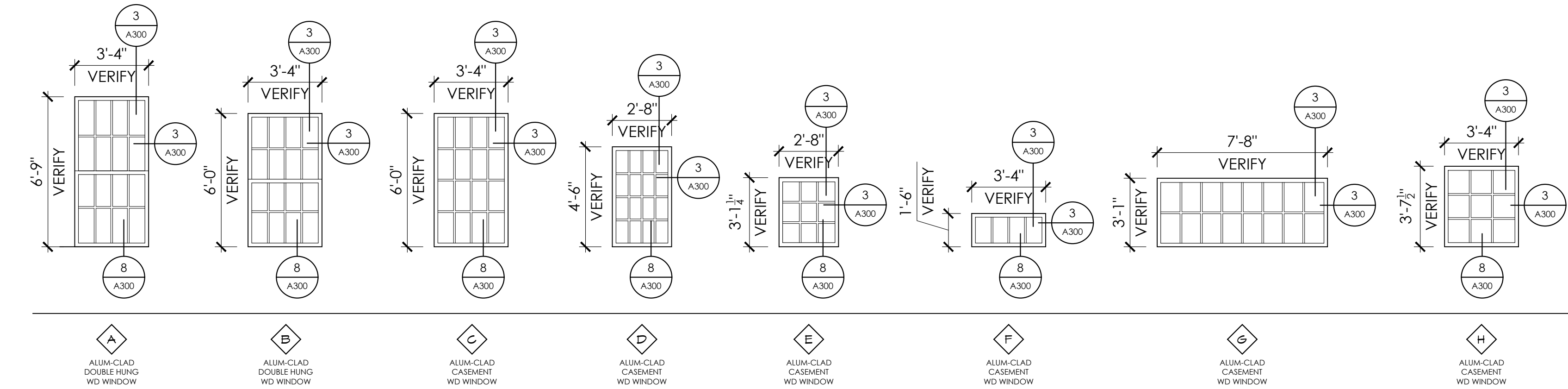
15 WALL SECTION
A300 SCALE: 1/2" = 1'-0"

16 WALL SECTION
A300 SCALE: 1/2" = 1'-0"

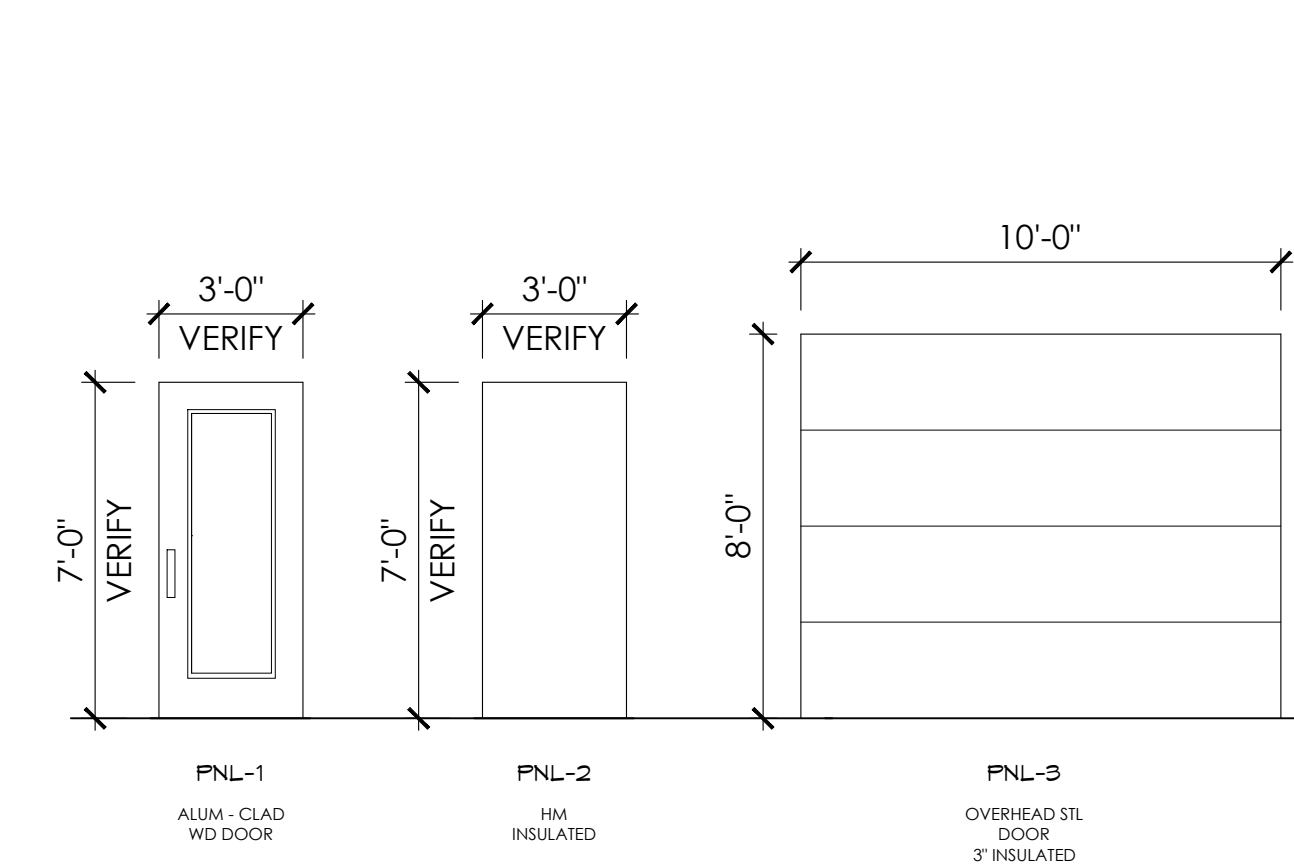
17 WALL SECTION
A300 SCALE: 1/2" = 1'-0"



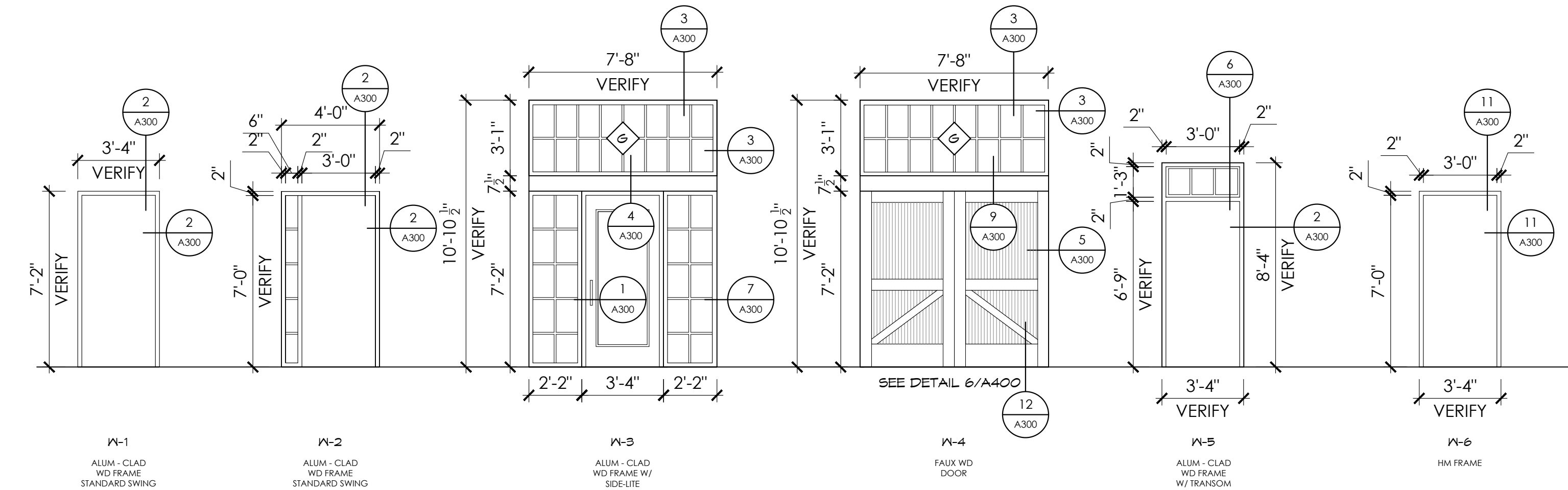
4 PIPE BOLLARD
A400 SCALE: 1 1/2" = 1'-0"



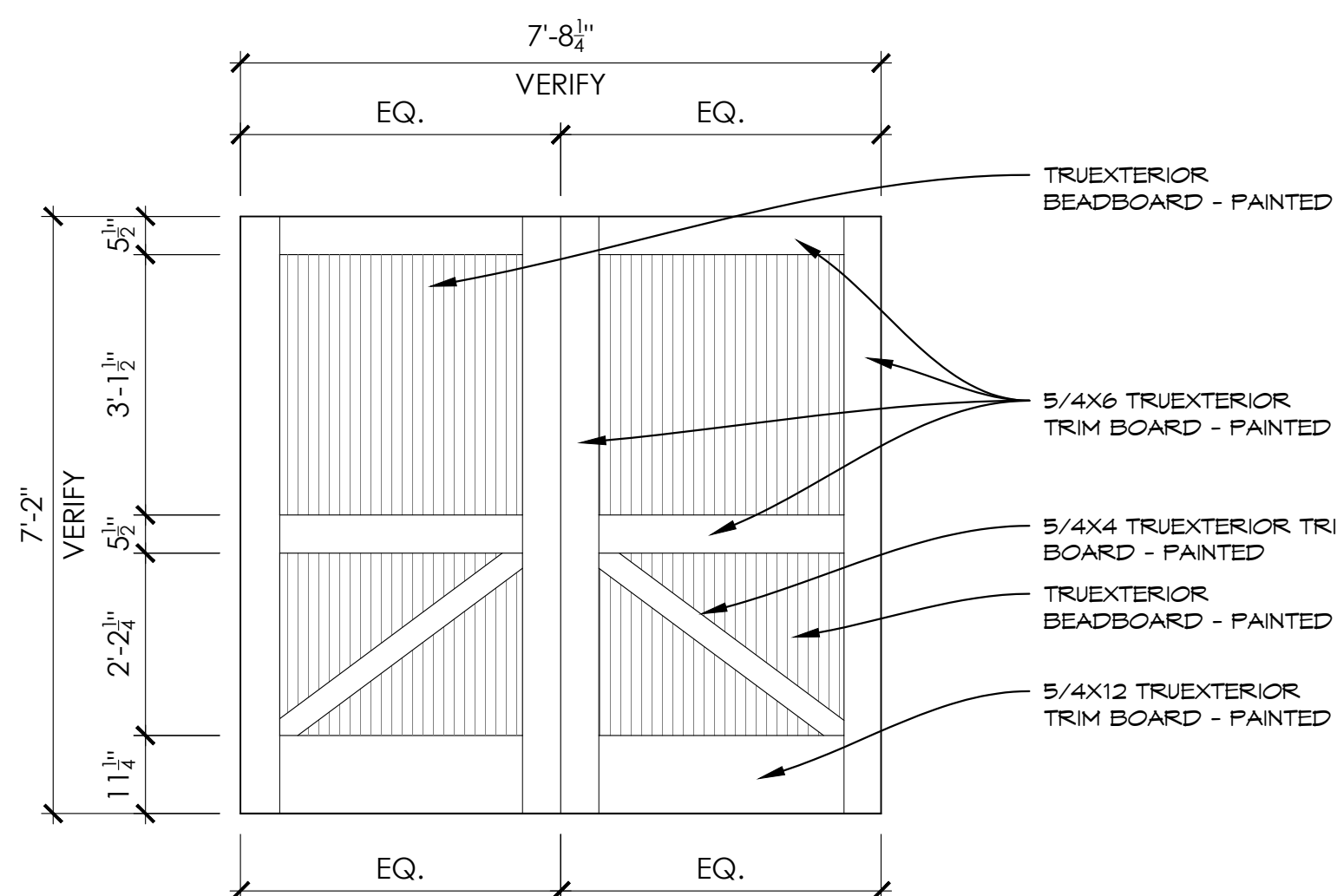
1 WINDOW TYPES
A400 SCALE: 1/4" = 1'-0"



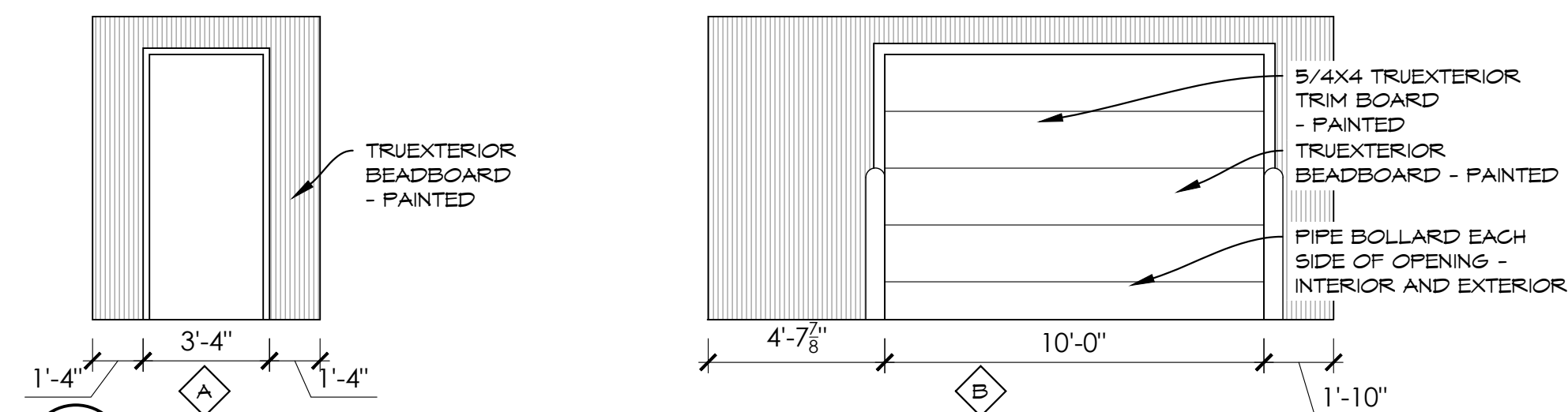
3 DOOR TYPES
A400 SCALE: 1/4" = 1'-0"



2 FRAME TYPES
A400 SCALE: 1/4" = 1'-0"



6 FAUX DOOR ELEVATION
A400 SCALE: 1/2" = 1'-0"



5 GARAGE ALCOVE ELEVATIONS
A400 SCALE: 1/4" = 1'-0"

DOOR SCHEDULE									
DOOR NO.	SIZE	DOOR MATERIAL	DOOR TYPE	FRAME TYPE	FRAME MATERIAL	HEAD DETAIL	JAMB DETAIL	SILL DETAIL	REMARKS
100	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-1	ALUMINUM	2/A300	2/A300		
101	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
102	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
103	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		HDCP OPERATOR
104	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
105	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-3	ALUMINUM	4/A300	1/A300		
106	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-2	ALUMINUM	2/A300	2/A300		
107	3'-0" X 7'-0" X 1-3/4"	ALUMINUM	PNL-1	W-5	ALUMINUM	10/A300	2/A300		
108	3'-0" X 7'-0" X 1-3/4"	HOLLOW METAL	PNL-2	W-6	HOLLOW METAL	11/A300	11/A300		
109	10'-0" X 8'-0"	STEEL	PNL-3	-	-	-	-		

WINDOW SCHEDULE							
TYPE	SIZE	FRAME MATERIAL	HEAD DETAIL	JAMB DETAIL	SILL DETAIL	GLASS TYPE	REMARKS
A	3'-4" X 6'-9"	WOOD	3/A300	3/A300	8/A300	-	
B	3'-4" X 6'-0"	WOOD	3/A300	3/A300	8/A300	-	
C	3'-4" X 6'-0"	WOOD	3/A300	3/A300	8/A300	-	
D	2'-8" X 4'-6"	WOOD	3/A300	3/A300	8/A300	-	
E	2'-8" X 3'-1"	WOOD	3/A300	3/A300	8/A300	-	
F	1'-6" X 3'-4"	WOOD	3/A300	3/A300	8/A300	-	
G	7'-8" X 3'-1"	WOOD	3/A300	3/A300	4&9/A300	-	
H	3'-4" X 3'-7 1/2"	WOOD	3/A300	3/A300	8/A300	-	

VERIFY ALL EXISTING OPENINGS FOR SIZING OF WINDOWS & DOORS

FREIGHT BUILDING
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 4/9/2025

REVISIONS

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--/--/----
--/--/----
--/--/----

Project No.
R24224

DOOR &
WINDOW TYPE

A400

I hereby certify that this plan specification, or report was prepared by me or under my direct supervision, and that I am a duly registered professional engineer in the State of North Dakota.
Date: 4/9/25 Ref. No. 1774

May 1, 2025

Ryan Ackerman
Aksal Group

[REDACTED]
[REDACTED]

RE: **Freight Building Façade Improvements**
Recommendation of Award

Dear Ryan:

Bids were received at 11:00am CST on Friday, April 25, 2025 for the above stated project. Coverage was good as we received 3 single prime bidders. Please find attached final bid tab.

The low single prime base bid was for **\$563,051.00** from **Hight Construction**. Comparatively, their bid was 6% lower than the next closest bid and 9.5% lower than the highest bid. In our opinion this is fair pricing and we feel comfortable with Hight's bid.

Additionally, we had the bidders price an alternative window product of all-aluminum windows from Quaker in lieu of aluminum-clad wood windows (Alternate No. 2). This alternative proved an economical option as it results in a savings of \$53,174.00 reducing cost by just under 9.5%. Hight's pricing for this alternate was also advantageous compared to the other bidders, whose pricing represented \$20k-\$25k less savings.

We recommend awarding the prime construction contract to Hight Construction and accepting Alternate No. 2 for a total contract award of \$509,877.00.

NW + NE Scope Base Bid: \$227,902.00
Alternate No. 2 Deduct: -\$22,604.00
Net NW + NE Scope Award: \$205,298.00

SW + SE Scope Base Bid: \$335,149.00
Alternate No. 2 Deduct: -\$30,570.00
Net SW + SE Scope Award: \$304,579.00

Combined Net Award – All Scopes: \$509,877.00

Please let us know if you have any additional questions and we will be sure to address them promptly.
Regards,



Ryan M. Anderson, AIA
Senior Architect

Enclosure



Contractor		Bidder 1	Bidder 2	Bidder 3	
Single Prime Construction					
Bidder Name		AECM	Craft Builders	Hight Construction LLC	
Bid Bond		5%	5%	5%	
Contractor License		yes	yes	yes	
Addendum 1		yes	yes	yes	
Addendum 2		yes	yes	yes	
Addendum 3		yes	yes	yes	
Base Bid					
NW + NE Scope		\$ 256,893	\$ 265,100	\$ 227,902	
SW + SE Scope		\$ 341,856	\$ 357,300	\$ 335,149	
Total All Scopes		\$ 598,749	\$ 622,400	\$ 563,051	
NW + NE Scope Alternates					
Alt. No. 1 - Fiberglass Windows		no bid	no bid	no bid	
Alt. No. 2 - All-Aluminum Windows		deduct \$5,549	deduct \$11,800	deduct \$22,604	
SW + SE Scope Alternates					
Alt. No. 1 - Fiberglass Windows		no bid	no bid	no bid	
Alt. No. 2 - All-Aluminum Windows		deduct \$23,464	deduct \$21,900	deduct \$30,570	
Unit Prices					
Unit Price No. 1: Brick Repointing		\$58 / ft2	\$17 / ft2	\$17 / ft2	
Unit Price No. 2: Brick Repair		\$176 / ft2	\$17 / ft2	\$17 / ft2	



August 28, 2024

Ryan Ackerman
Aksal Group, LLC

RE: Architecture Fee Proposal – Citizens Alley – Freight Building Façade Improvements

Dear Ryan,

Thank you for this opportunity to propose our services for the façade improvements for the Freight Building at Citizens Alley in downtown Minot! We are pleased to present you with the following proposal.

Our understanding of the project scope is to provide preliminary design services as well as full design, bidding, and construction administration for façade improvements to the existing Freight Building located at 110 E. Central Ave, Minot, ND 58701. Funding for the façade improvement is intended to be acquired through the City of Minot’s Downtown Façade Improvement Program.

In addition to the preliminary design, we outline our fees for the full design, bidding, and construction administration for the façade improvements related to the city program (these are what would be needed to put together a permit, bidding, and construction ready set of plans for that portion of the project).

Our fees for Architecture Services will be as follows:

Architectural Services		Hourly Not-to-Exceed \$23,000
Preliminary Design.....	estimated fee of \$5,500	
Full Design.....	estimated fee of \$8,500	
Bidding.....	estimated fee of \$2,500	
Construction Administration.....	estimated fee of \$6,500	

*Fee Note: Since this program requires full design to be completed prior to approval of the application by the city council, we propose to work creatively with you by completing all of Preliminary Design, Full Design, and Bidding in support of the application and billing only the Preliminary Design fee until the application is

approved – when the application is approved by the city council the balance for Full Design and Bidding will become due and Construction Administration fees will be billed as that work progresses through the course of the project. If the application fails or the project is stopped for any reason, you are responsible to pay all fees through the point of progress of our services.

Work not specifically noted above is not included in our fees. Exclusions include, but are not limited to, 3-dimensional digital or physical models or renderings, land/topographic surveys, geotechnical/civil/structural/mechanical/electrical engineering, phase I/II environmental reviews/ assessments, asbestos/lead surveys, storm water management plans, cultural reviews/assessments, planning and zoning actions, value analysis, and all other work outside the aforementioned scope. Such additional services will be discussed with you should the need for them arise and expenses would be billed per the attached rate schedule if needed.

Please find enclosed our standard Rate Sheet in addition to Terms and Conditions.

Construction administration for the façade improvements includes 1 pre-construction meeting, 2 construction progress meetings, 1 final completion meeting, submittal review, RFI responses, change proposal/order management, and pay application review.

Our current schedule would allow us to begin work by October 1, 2024.

Thank you again for this opportunity and we look forward to hearing from you!

Regards,



Ryan M. Anderson, AIA
Vice President, Senior Architect

Enclosure

Owner Acceptance:



Signature

Ryan Ackerman, Member

Printed Name, Title

28 August 2024

Date

Terms and Conditions

Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these Terms and Conditions and the accompanying written proposal, contract, or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in writing and signed by us, making specific reference to the provision modified.

1.2 The words "you", "we", "us" and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance of this Agreement. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.4 We will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.5 You will provide, at no cost to us, appropriate site safety measures, as to work areas, to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgement and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated cost.

Section 3: Your Responsibilities

3.1 You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

Section 4: Reports and Records

4.1 Unless you request otherwise, we may provide our report or construction documents in an electronic format.

4.2 Our reports, design documents, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports or documents to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses,

and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Rate Schedule.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Rate Schedule if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other cost of collection.

5.6 You agree to compensate us in accordance with our then current Rate Schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope of amount of work change, or if changed labor union conditions result in increased cost, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to; a meeting(s)

Terms and Conditions

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act of omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of person for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our Insurers, waive all claims and

rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

2024

Rate Schedule

WWW.ACKERMAN-ESTVOLD.COM

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ITEM</u>	<u>RATE</u>
Engineer 1	\$145	Mileage	IRS Rate
Engineer 2	\$165	Photocopies	\$0.25/copy
Engineer 3	\$185	Plots	\$1.00/s.f.
Engineer 4	\$205	Outside Services *	Cost x 1.10
Engineer 5	\$225	Out of Pocket Expenses	At Cost
Engineer 6	\$245		
Engineer 7	\$265		
Architect 1	\$140		
Architect 2	\$165		
Architect 3	\$190		
Architect 4	\$215		
Architect 5	\$240		
Landscape Architect 1	\$140		
Landscape Architect 2	\$165		
Landscape Architect 3	\$190		
Landscape Architect 4	\$215		
Landscape Architect 5	\$240		
Technician 1	\$95		
Technician 2	\$120		
Technician 3	\$145		
Technician 4	\$170		
Technician 5	\$195		
Technician 6	\$220		
Administrative 1	\$90		
Administrative 2	\$125		
Administrative 3	\$165		
Administrative 4	\$190		

*Includes laboratory testing, architectural and engineering consultants, surveying, etc.

** Includes telephone, postage, subsistence, technical literature, equipment rental, etc.

Notes:

- (1) Rates are subject to increase annually on January 1.
- (2) Overtime will be billed at 1.5x the listed rates for Technicians and some Administrative staff.
- (3) Regardless of hours worked, all work on Sundays or holidays acknowledged by Ackerman-Estvold shall be considered overtime if required by the client or contract.



FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT

This Agreement (hereinafter “Agreement”) is executed and made effective as of _____, 2025 (hereinafter “Effective Date”), and is by and between the City of Minot, a North Dakota municipality (hereinafter “City”) and Aksal Group, LLC (hereinafter “Property Owner”). City and Property Owner are jointly referred to herein as the Parties. This Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Aksal Group, LLC

ADDRESS OF PROPERTY TO BE IMPROVED: 110 Central Ave. E.

PARCEL ID: MI24.G20.000.0030

LEGAL DESCRIPTION: Citizens Alley Addition, Lot 3

WHEREAS, the City implemented a Façade Improvement Program (hereinafter “Program”) to provide public funds as an incentive to encourage private investment for exterior true-to-period façade improvements to properties located in the City’s Central Business District;

WHEREAS, Property Owner applied for funding assistance related to a complete façade renovation or replacement;

WHEREAS, City proposes to make financial support available to assist the Property Owner to complete the façade renovation or replacement in accordance with the approved application;

WHEREAS, City’s financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than \$171,696 (APPROVED BY COUNCIL);

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties’ and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$171,696 (APPROVED BY COUNCIL); in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter “Façade Loan”). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner’s approved complete façade renovation or replacement, more specifically described in the Property Owner’s application for funding (hereinafter “Project”). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the promissory note have been duly-executed by an authorized representative of Property

Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii) Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter “Façade Loan Repayment Date,” subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
 - a. Project Plan. Property Owner’s application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
 - b. Project Completion. The Project shall be completed on or before May 31, 2026. The City Council, in its reasonable discretion, may allow extensions due to inclement weather or difficulty in obtaining building materials.
 - c. Verification of Project Completion. Within 30 days of completion of the Project, the Property Owner shall notify the City’s Economic Development Administrator and schedule a time for an inspection.
 - i. If the Project is deemed complete and in compliance with Exhibit C, the Economic Development Administrator shall inform the Property Owner of that, in writing.
 - ii. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the Property Owner, in writing, and provide a timeframe for correction of the required work. All work that is not in conformance with the approved plans, design drawings, and specifications must be remedied by the Property Owner and made to comply with the approved plans, design drawings, and specifications at the Property Owner’s expense. The City will not reimburse the Property Owner for any expense required to correct deficient or improper work.
 - d. Submission of Necessary Documentation. Within 30 days of receiving written verification that the Project is complete and in compliance with Exhibit C, Property Owner shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of Project costs to the Economic Development Administrator. If a contractor is retained to complete the façade improvements, a properly executed and notarized contractor’s statement to the Economic Development Administrator showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade and streetscape improvement related work. In addition, the Property Owner shall submit to the Economic Development Administrator proof

of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Economic Development Administrator and Finance Director shall review the documentation and provide written verification that the costs submitted are eligible for reimbursement.

- e. No Default. The Property Owner shall not be in default under this Agreement or adjudicated in default by a court of competent jurisdiction on any other agreement, obligation, representation, or promise with any other entity doing business in the State of North Dakota.
 - f. In Good Standing. The Property Owner shall be, and remain throughout the term of this Agreement, in good standing under the laws of the State of North Dakota.
 - g. Duly Authorized. The Property Owner shall be duly-authorized to enter into this Agreement and to perform its obligations hereunder.
 - h. Solvent. Property Owner shall be, and remain throughout the term of this Agreement, a solvent corporation capable of fulfilling its obligations hereunder, and shall not be the subject of any "Insolvency Event." For purposes of this Agreement, the term Insolvency Event means (a) Property Owner's (i) failure to generally pay its debts as such debts become due; (ii) admission in writing that it is unable to pay its debts generally; or (iii) general assignment for the benefit of creditors; (b) a proceeding instituted by or against Property Owner (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and in the case of any such proceeding instituted against Property Owner, such proceeding shall remain undismissed for a period of sixty (60) days or any of the actions sought in such proceeding shall occur); or (c) Property Owner takes any action to authorize any of the aforementioned actions.
 - i. No Conflicting Obligations. Neither the execution and delivery of this Agreement, nor Property Owner's performance of its obligations hereunder, shall breach any known obligation, right or interest of a third party, regulatory agency, Board of Directors or other governing body with authority over Property Owner.
 - j. Automatic Door. In accordance with City of Minot Code of Ordinances Chapter 9, Article VIII, Section 9-137, every building open to public use that has received the benefit of public funds from the city to make building improvements or construct a new building shall provide for the installation of an automatic door for at least one main entrance to the building. If the immediate interior of the building is only accessible through a vestibule, the requirement requires the installation of as many automatic doors as are necessary to allow passage through the vestibule and into the immediate interior of the building.
3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner

will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:

- a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
- b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.
- c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
- d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
- e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
- f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.
- g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.

- h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.
 - i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.
- 4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.
- 5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
- 6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
- 7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
- 8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
- 9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the Promissory Notes, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
- 10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
- 11. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.
- 12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

To CITY:

City of Minot City Manager's Office
c/o City Manager
PO Box 5006
Minot ND 58702

To PROPERTY OWNERS:

Aksal Group, LLC
c/o Ryan Ackerman and Jessica Ackerman
1112 Sunrise Court SE
Minot, ND 58701

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
14. Severability. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury, death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.
19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.

20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

Dated: _____, 20____. CITY OF MINOT

By:

Mark Jantzer

Its: Acting Mayor

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

The foregoing instrument was acknowledged before me on _____, 20____
by Acting Mayor Mark Jantzer on behalf of the City of Minot.

Notary Public

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PROPERTY OWNER

(SECOND LINE FOR SIGNATURE IF NEEDED)

[illegible]

The foregoing instrument was acknowledged before me on _____, 20____

by _____ on behalf of Aksal Group, LLC,
PROPERTY OWNER(S).

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EXHIBIT A: PROMISSORY NOTE

Date: (Date of Disbursement)

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Aksal Group, LLC (hereinafter "Property Owner") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED \$171,696 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before INSERT FAÇADE LOAN REPAYMENT DATE (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by personal guaranties from Aksal Group, LLC in substantially the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Property Owner has caused this Note to be executed effective this _____ day of _____, 20____.

By: Ryan Ackerman, Authorized Member

By: Jessica Ackerman, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by
_____ on behalf Aksal Group, LLC.

Notary Public

EXHIBIT B: PERSONAL GUARANTEE
FAÇADE IMPROVEMENT PROGRAM
PERSONAL GUARANTY

Guarantor: Ryan Ackerman and Jessica Ackerman

Borrower: Aksal Group, LLC
Ryan Ackerman and Jessica Ackerman
c/o Registered Agent
1112 Sunrise Court SE
Minot, ND 58701

Lender: City of Minot
c/o Finance Director
PO Box 5006
Minot ND 58702

Note Amount: [not to exceed \$171,696]

Date of Note: [TBD]

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Promissory Note (hereinafter "Note"), Façade Improvement Program Loan Agreement (hereinafter "Agreement"), and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note, Agreement, and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other untermiated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREE TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING

INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elect to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guaranty or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledge and agree that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial

condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agree that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantors; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower become insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall

be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which they may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of North Dakota, in Ward County.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled “DURATION OF GUARANTY.” Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party’s address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor’s current address. Unless otherwise provided by applicable law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender’s right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender’s rights or of any of Guarantor’s obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor’s interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors as assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word “Borrower” means TBD and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word “Guarantor” means everyone signing this Guaranty, including without limitation TBD, and in each case, any signer’s successors and assigns.

Guaranty. The word “Guaranty” means this guaranty from Guarantor to Lender.

Indebtedness. The word “Indebtedness” means Borrower’s indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word “Lender” means City of Minot its successors and assigns.

Related Documents. The words “Related Documents” mean all promissory notes, development agreements, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREE TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR’S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED “DURATION OF GUARANTY”. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AS OF (TBD).

GUARANTOR:

Ryan Ackerman (PRINCIPAL)

Jessica Ackerman (PRINCIPAL)

State of _____

County of _____

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

Notary Public

EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

(Please Attach here)



TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: July 7, 2025

SUBJECT: 6TH STREET SW SOUTH OF 11TH AVENUE SW PARKING REVISION

I. RECOMMENDED ACTION

It is recommended City Council pass an ordinance to remove the parking restriction on the east side of 6th St SW for a distance 100-feet to 190-feet south from the center of the 6th St SW and 11th Ave SW intersection.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

In the fall of 2024, the City of Minot removed the traffic signal at the intersection of 6th St SW and 11th Ave SW. All-way stop control was the intersection control selected. As part of this revision, the Engineering Department removed all the previous left-turn lanes at the intersection in hopes to provide a simpler intersection for the public to navigate.

The eastbound and westbound left-turns on 11th Ave SW were striped out with gores. On 6th St SW, the southbound and northbound left-turn lanes were eliminated with the straight extension of the existing double yellow pavement marking line. With the western offset of the center line to accommodate parking on the east side, this has given northbound the space for two travel lanes even though only one lane is marked.

B. Proposed Project

The Engineering Department is proposing to remove No Parking on the east side of 6th St SW from a distance of 100-feet to 190-feet south from the center of the 11th Ave SW intersection. This proposal would still leave No Parking a distance of 100-feet to the center of the 11th Ave SW intersection.

In addition to allowing more parking in this stretch of 6th St SW, the Engineering Department is also proposing to add a painted gore/ bump out on the east side of 6th St SW in an effort to push vehicles into the intended northbound vehicle path.

C. Recommendation Detail

The Engineering Department has observed and has received several complaints regarding lane assignment confusion for the northbound 6th St SW approach at 11th Ave SW. The No Parking revision and the painted gore/ bump out are proposed actions intended to improve and simplify vehicle operations.

IV. IMPACT

A. Aspirations

Excellent and Connected
Prepared and Resilient

B. Service/Delivery Impact:

The proposed parking and bump out are intended to improve traffic operations for the 6th St SW and 11th Ave SW intersection.

C. Fiscal Impact

The No Parking sign revision will come out of the Traffic Division's inventory. The Traffic Division will perform all sign related work.

The painted gore/ bump out will be completed as part of the city's annual pavement marking project.

VI. ALTERNATIVES

A. Council could elect not to pass the parking revision ordinance on the east side of 6th St SW south of 11th Ave SW.

B. Council could elect to modify the parking revision. Potential options include lengthening or shortening the current parking restriction. It is important to consider the balance of safety and parking.

ORDINANCE NO. _____

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN CHAPTER 20, ARTICLE 1, SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES.

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

Section 1. The following described zone is hereby removed from the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (3): NO PARKING ZONES**

- 1. No parking on the east side of 6th Street SW for a distance 100-feet to 190-feet south from the center of the 6th Street SW and 11th Avenue SW intersection.**

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:

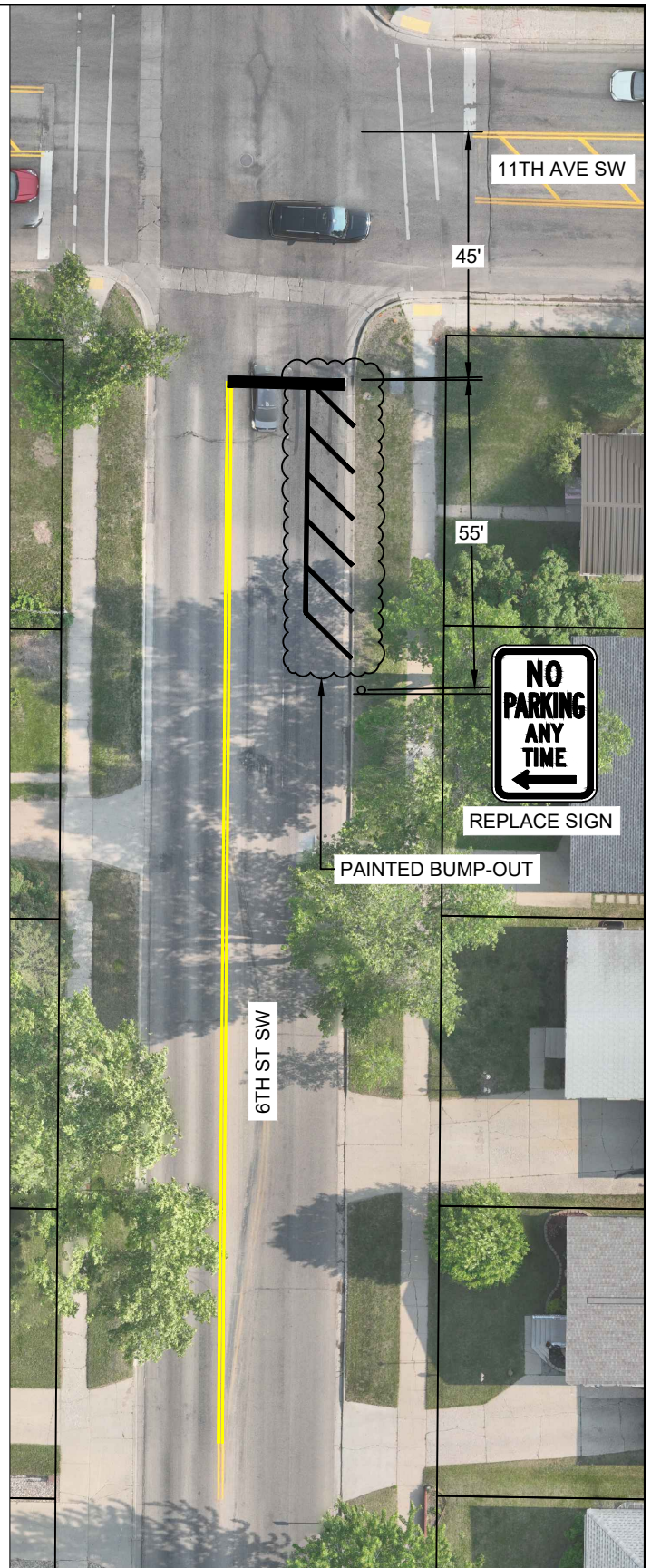
PASSED SECOND READING:

APPROVED:

Mark Jantzer, Acting Mayor

ATTEST:

Mikayla McWilliams, City Clerk



6TH ST SW @ 11TH AVE SW

ATTACHMENT A

07/01/2025

City of Minot



TO: Mayor and Members of the City Council

FROM: Kelly Beck, Human Resources Director
Harold Stewart, City Manager

DATE: July 7, 2025

SUBJECT: JOB DESCRIPTION AND CLASSIFICATION OF DEPUTY POLICE CHIEF

I. RECOMMENDED ACTION

It is recommended City Council approve the job description and pay grade for the Deputy Police Chief.

II. DEPARTMENT CONTACT PERSONS

Kelly Beck, Human Resources Director, 701-857-4753
Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

City Manager Stewart and the City Council recognize the need to add a Deputy Police Chief to the staff of the Minot Police Department. Incoming Chief Frye worked with the team to build a job description. This role will be created by reclassifying one of the three existing Captain roles into a Deputy Police Chief role. Should the person selected as Deputy Police Chief not be a current Captain, the third Captain role will be phased out through normal future attrition.

B. Proposed Project

The Deputy Police Chief will serve as second in command for the Minot Police Department. This position will play a critical role in shaping law enforcement strategies, fostering community trust, and ensuring the department's mission aligns with legal, ethical, and organizational standards.

C. Recommendation Detail

Recommend approval of job description and pay grade for the Deputy Police Chief.

IV. IMPACT

A. Aspirations

Approval of this job description and reclassification of a Captain role to a Deputy Police Chief role aligns with the City aspirations of Dynamic & Flourishing as well as Prepared & Resilient.

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

This position will phase out a Captain role already approved in the City Manager budget. The role will be reclassified to a higher salary range.

Project Costs

Pay Grade - 82

Project Funding

10021000-41100

VI. ALTERNATIVES

Maintain three Captains and not add a Deputy Chief role.

DEPUTY POLICE CHIEF

DEPARTMENT:	Police	REPORTS TO:	Police Chief
FLSA STATUS:	Exempt	DIRECT REPORTS:	Police Staff
PAY GRADE:	82	DATE REVISED:	6/20/2025

NATURE OF WORK

The Deputy Chief of Police serves as the second in command senior leader within the Minot Police Department, assisting the Chief of Police in directing, managing, and overseeing all aspects of police operations. This position plays a critical role in shaping law enforcement strategies, fostering community trust, and ensuring the department's mission aligns with legal, ethical, and organizational standards.

ESSENTIAL FUNCTIONS OF WORK (May not include all of the duties performed.)

Plans, organizes, coordinates, and directs the activities of the police department, in coordination with, and under the direction of, the Chief of Police.

Oversee the daily law enforcement operations ensuring the effective deployment of personnel and resources.

Create and implement department policies to improve public safety, officer wellness, and crime prevention efforts.

Leads strategic initiatives related to community policing, emergency preparedness, and organizational development.

Supervision of Minot Police Departments Senior Commanders and other command staff, providing mentorship and professional development opportunities.

Plans, prioritizes, assigns and evaluates the work of Minot Police Department Senior commanders and other employees in the department.

Serves as a liaison between the police department and city officials, community organizations, and other stakeholders.

Analyze crime trends and operational data to improve department efficiency and effectiveness.

Manage budgetary planning processes, resource allocation, and departmental expenditures in collaboration with the Chief of Police.

Ensure compliance with local, state, and federal regulations related to law enforcement practices.

Represent the department at public forums, advisory boards, and legislative discussions.

Represent the department in discipline panels, provide guidance and recommendations on all discipline-related matters.

Performs other related duties as assigned.

POLICE CHIEF (CONTINUED)

REQUIREMENTS OF WORK

Thorough knowledge of state, federal, and local laws.

Thorough knowledge of law enforcement practices methods, procedures, and standards.

Minimum 10 Years of progressive experience in law enforcement, including command leadership roles.

Expertise in crisis management, investigative strategies, and law enforcement technology.

Strong leadership skills with a proven ability to inspire and manage a high-performing team.

Possess exceptional communication abilities, adept at engaging with diverse communities and cultivating positive relationships.

Commitment to ethical policing and continuous professional development. This includes both personal and team member professional development.

Must be able to fulfill the duties of a professional police officer.

DESIRED MINIMUM TRAINING AND EXPERIENCE

Bachelor's degree in Criminal Justice, Public Administration, or a related field (Master's degree preferred). FBI National Academy, Northwestern School of Police Staff & Command, or equivalent executive law enforcement training.

Specialized training in emergency management, community policing, and policy development. Must have completed Incident Command Training ICS 100, 200, 300 and 400, or be able to complete within 1 year of appointment.

NECESSARY SPECIAL REQUIREMENTS

Possession of a valid North Dakota driver's license. Possession of or ability to obtain a valid North Dakota Peace Officer's license. Must be bondable and insurable. Must pass department medical exam.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; and stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

DISCLAIMER CLAUSE:

This job description is not intended, and should not be construed, to be a complete list of all responsibilities, duties, skills, efforts, or

working conditions associated with the job. It is intended to be an accurate reflection of those principal job elements essential to making fair pay decisions and determining job performance.

Terminal Roadway Planning Study

Minot International Airport

Minot, North Dakota

175045, 4.00

Client No. MINOT

May 5, 2025



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

Plan prepared for:
City of Minot

Plan prepared by:
Short Elliott Hendrickson Inc.

May 5, 2025

As required by Appendix E, Section E-3 of FAA Order 5100.38D, Change 1, Airport Improvement Program (AIP) Handbook:

The preparation of this document was supported in part with financial assistance through the Airport Improvement Program from the Federal Aviation Administration (AIG Grant Number 3-38-0037-066-2023) as provided under Title 49 USC § 47104. The contents do not necessarily reflect the official views or policy of the FAA. Acceptance of this report by the FAA does not in any way constitute a commitment on the part of the United States to participate in any development depicted therein, nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public laws.



Executive Summary

The Terminal Roadway Planning Study for Minot International Airport (MOT) addresses the current challenges and inefficiencies in the terminal roadway and parking lot configurations. The existing layout is often considered non-intuitive by airport visitors, leading to safety and efficiency concerns. This study aims to identify improvement opportunities and provide recommendations for future infrastructure enhancements to improve the safety and efficiency of the landside vehicle parking and circulation routes at MOT.

The primary goal of the study is to plan for future infrastructure and geometric improvements that will enhance the safety and efficiency of the terminal's landside areas. This includes developing a funding plan to identify potential funding sources and ensure the airport has a viable strategy for implementing the chosen alternatives. The study involved collaboration between Minot International Airport staff, the City of Minot Traffic Engineering Department, and various airport stakeholders who provided input on the priority issues and preliminary improvement concepts.

Key issues identified in the study include:

- Confusion caused by multiple access points to the airport, each leading to different destinations.
- Frequent instances of traffic driving the wrong way down Terminal Road due to missed turns and confusing visual cues.
- Challenges posed by the Slip Lane Road and the "S-Curve" entrance, including difficulties with snow removal and traffic backups.

The study also highlights concerns related to the airport's parking facilities, such as confusion over the names/purposes of the parking lots and operational inefficiencies. Recommendations for addressing these issues include improving signage, enhancing ADA compliance, and optimizing the layout of access roads and parking lots to better accommodate the needs of airport users, while considering short, mid, and long-term implementation.

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Terminal Roadway Planning Study

Minot International Airport

Prepared for City of Minot

1 Project Overview

1.1 Project Introduction and Background

The existing terminal roadway configuration at the Minot International Airport (MOT) is often considered not intuitive by airport visitors and can cause safety and efficiency concerns. This Terminal Roadway Planning Study examines the terminal roadway and parking lot configurations at MOT to identify and consider improvement and mitigation opportunities to the roadway and parking lot system to address these concerns.

The primary goal of this study is to provide recommendations and help plan for future infrastructure and/or geometric improvements to enhance the safety and efficiency of the landside parking and circulation routes at MOT. A financial overview and funding plan was also developed to identify funding sources and ensure the airport has a viable strategy to implement the chosen alternatives.

1.2 Project Team

Minot International Airport staff and the City of Minot Traffic Engineering Department identified the priority issues for the MOT landside terminal and shared the priorities for improvements through a series of meetings. Airport stakeholders were also invited to attend a meeting and provide comments on the preliminary improvement concepts. **Table 1-1** identifies the project team members and the organization they represented. **Table 1-2** shows the contacted stakeholders.

Table 1-1 – Project Team

Name	Organization
Jennifer Eckman	Minot International Airport (MOT)
Maria Romanick	Minot International Airport (MOT)
Alex Choi	Minot International Airport (MOT)
Jessica Long	Minot International Airport (MOT)
Judy Norby	Minot International Airport (MOT)
Stephen Joersz	City of Minot – Traffic Engineer
Erin Jordan	SEH – Traffic Engineer
Josh Palmateer	SEH – Traffic Engineer
Chris Brett	SEH – Airport Planner
Kaci Nowicki	SEH – Airport Planner

Table 1-2 – Stakeholders

Business Name
Allegiant Air
AvFlight
AVIS
Enterprise Rent-A-Car / Enterprise National Alamo
FAA
FedEx
Hertz
LAZ Parking
Midwest ATC
Minot Fire Department
Oakwells
Trego Dugan Aviation
TSA
Unifi

1.3 Meeting Summary

Five (5) project team meetings were held over the course of the study beginning in January 2024. A summary of the meetings and dates are shown in **Table 1-3**. The meeting summaries are provided in **Appendix A**.

Table 1-3 – Meetings Overview

Date	Agency Representatives Present
January 24, 2024	MOT & SEH
March 14, 2024	MOT & SEH
April 17, 2024	MOT, City of Minot, SEH
June 4, 2024	MOT, City of Minot, SEH
July 15, 2024	MOT, City of Minot, LAZ Parking, Avflight, SEH

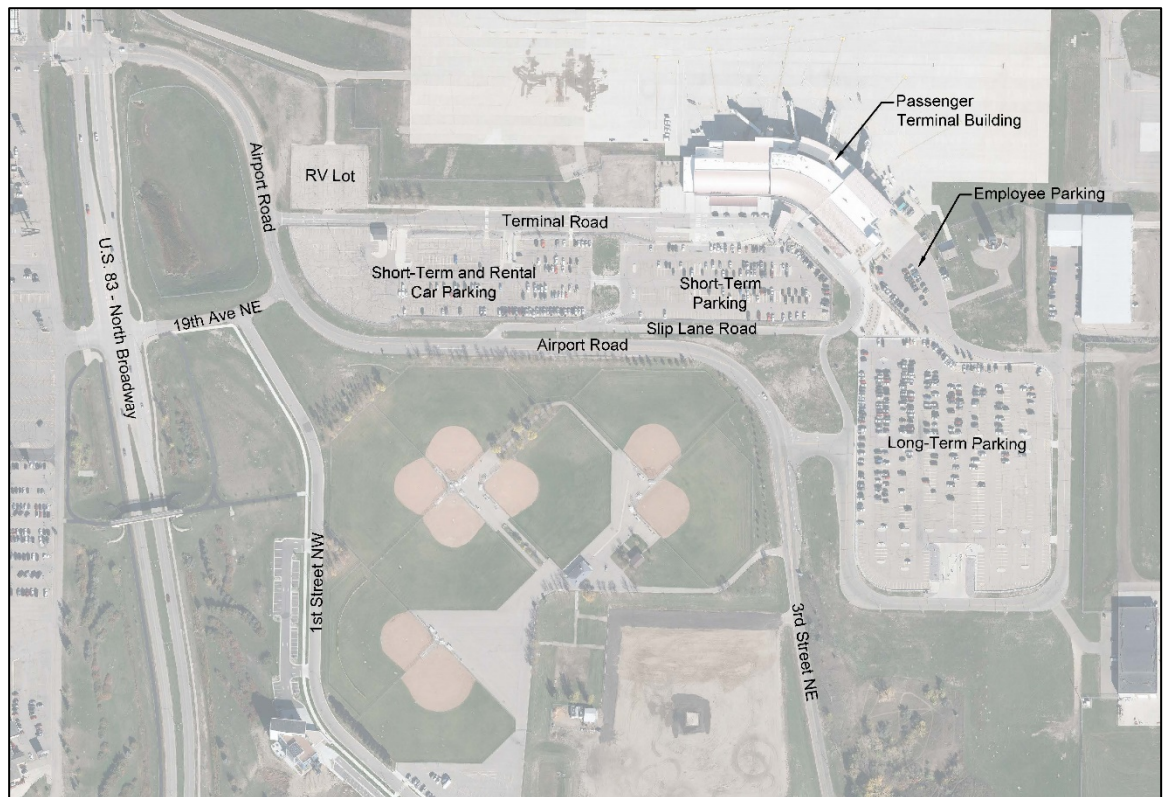
2 Existing Facility Analysis

This section inventories the existing facilities at MOT and highlights the identified issues and challenges to solve within the roadway and parking lot system. Meetings with the airport, City of Minot, airport stakeholders, examination of existing plans, and photographs gathered during on-site review of the airport influenced the development of this section.

2.1 Existing Site Conditions

MOT is located approximately 2 miles north of the Minot central business district. U.S. Highway 83 provides access to the airport. The north-south road provides direct access to downtown Minot to the south and Minot Air Force Base (AFB) located 10 miles north. Airport Road intersects with U.S. Highway 83 and provides a direct connection to MOT's parking lots and Terminal Road. From the south, the parking lots and Terminal Road are accessed via 3rd Street. **Exhibit 2-1** shows an overview of the roadways surrounding the airport and the parking lots.

Exhibit 2-1 – Airport Overview



The following sections will provide an overview of the roadways, parking lots, signage, and Americans with Disabilities Act (ADA) infrastructure at the airport.

2.1.1 Access Roads and Circulation

The primary access to the airport is provided by U.S. Highway 83, running north-south along the west side of the airfield and terminal. U.S. Highway 83 carries approximately 15,500 vehicles per day based on 2020 traffic data. Auto traffic entering the airport environment utilize Airport Road to access the parking lots and terminal circulation area; this roadway carries approximately 4,300 vehicles per day (2020 data). Traffic arriving from the west can enter the Short-Term Parking Lot, Rental Car Parking Lot, and terminal drop-off and pick-up areas through the Slip Lane Road, a one-way road running east-west and located just north of Airport Road, shown in **Photo 1-1**. The Long-Term Parking Lot can be accessed off 3rd Street Northeast, as shown in **Photo 1-2**. This route also provides access to the terminal area.



Photo 1-1 – Slip Lane Road Entrance on Airport Road (Looking East)



Photo 1-2 – 3rd Street Northeast Entrance (Looking South)

3rd Street Northeast provides access to the airport from the south, providing a secondary access point from downtown Minot, and neighborhoods on the east side of the city. Traffic arriving from the south via 3rd Street Northeast access the parking lots and terminal area via the same turn off 3rd Street Northeast, near the Long-Term Parking Lot. 3rd Street Northeast experiences similar traffic demand as Airport Road with approximately 4,200 vehicles per day. Auto traffic is prohibited from making a right turn on Slip Lane Road, restricting this access point to traffic arriving from the south/east.

While there are no turning movement counts, both airport staff and the city noted that most of the traffic to and from the airport utilizes the west entrance from U.S. Highway 83.

Traffic along Terminal Road flows in one counterclockwise direction, providing access to the terminal pick-up and drop-off areas. The intersection at Terminal Road and Airport Road represents the exit point for the terminal circulation route.

2.1.2 Parking Lots

The airport provides three public parking lots, a Long-Term Parking Lot, a Short-Term Parking Lot, and a combined Short-Term and Rental Car Parking Lot. The Short-Term and Rental Car Parking Lots are connected with access between the two lots, as shown on **Exhibit 2-1**. The Short-Term Parking Lot is typically intended for visitors not expecting to leave their car overnight, with higher parking fees for longer duration stays. The Long-Term Parking Lot provides a lower cost option for those visitors planning to park for a longer duration. The public parking lots are managed by Laz Parking. Rental Cars are provided by Alamo, Avis, Enterprise, Hertz, and National.

The Long-Term Parking Lot has a combined entrance and exit point located on the south end of the lot, accessed by the 3rd Street Northeast entrance shown in **Photo 1-2**. There are two entrances to the Short-Term and Rental Car Parking Lots, one off the Slip Lane Road and another along Terminal Road, shown in **Photo 1-3**. The exit for both lots is on the west end of Terminal Road.



*Photo 1-3 – Short-Term and Rental Car
Parking Lot Entrance*

In addition to the public parking lots, there is also a parking lot for airport employees on the southeast side of the terminal. Access to this lot is provided beyond the entrance and exit point for Long-Term Parking. There is also an unused lot northwest of the Short-Term and Rental Car Parking Lot.

2.1.3 Signage

The terminal roadways and parking lots are equipped with a signage system. The system includes directional signage to assist airport users in wayfinding, restriction signage to prevent wrong-way operations, and pavement markings to direct traffic. A summary of the existing signage is provided in **Figure 2-1** (figures are located at the end of the chapter).

2.1.4 Americans with Disabilities Act (ADA) Review

It is recommended that MOT complete a comprehensive review of existing conditions and implement necessary adjustments to ensure the airport is in compliance with Americans with Disability Act (ADA) design standards. While a full ADA Assessment was not included in the scope of this study, recommendations are included based on observations made in the terminal curbside frontage and pedestrian routes. The airport plans to complete an assessment separately as part of a future project.

Per the U.S. Access Board's Guide to the ADA Accessibility Standards, the following standards are some of the primary considerations that should be accommodated in the landside terminal area:

- **Chapter 4, Accessible Routes:** Terminals must provide accessible routes from transportation stops, parking spaces, loading zones, and public streets to terminal entrances. These routes should be free of barriers and be signed correctly.
 - There are currently no accessible sidewalk connections from the public street networks (e.g., Airport Road, 3rd St NE) to the terminal area. Coordination with the City is recommended to improve the accessible network.

- **Chapter 4, Ramps and Curb Ramps:** Detectable warnings must be provided at all curb ramps and other transitions along public streets and sidewalks. A detectable warning strip shall be installed the full length of a zero-grade curb for those with visual impairments.
 - A cursory review was completed during this study; it was observed that detectable warnings do not exist at the two raised crosswalks in front of the terminal where transitions occur between sidewalks and the terminal road. MOT plans to install detectable warning strips at raised crosswalks as part of ongoing pavement maintenance activities.
- **Chapter 5, Passenger Loading Zones:** Provide loading and unloading zones for accessible vehicles every 100-feet with a minimum 20-foot-wide area. The access aisle must be at least 60 inches wide.
 - There is currently one accessible vehicle loading and unloading zone at the terminal with a curb cut and full tactile strip. It is recommended that the airport improve the accessibility of the terminal curbfront by adding additional accessible loading and unloading zones. A conceptual plan for adding accessible loading zones is shown in **Figure 2-2**. MOT plans to construct loading zones as part of the recommended changes discussed in **Chapter 3, Alternatives Analysis**.

2.2 Issues and Needs

Airport staff noted that many airport users are confused about where to bring their car when coming to the airport. Often, this confusion leads to additional backups along terminal road. In these scenarios, it falls to the business development officer at the airport to manage and oversee parking operations, which distracts from their primary duties at the airport. Over the last few months, the project team has met several times to identify the issues caused by the existing terminal roadway system and associated infrastructure. Additionally, the city traffic engineer completed a site visit to help identify problems with the existing layout and circulation. The concerns noted in the project meetings and in the sections below are anecdotal and based on observations made by the airport and City of Minot staff. The issues can generally be divided into two categories, airport access and parking lots.

2.2.1 Airport Access Concerns

The following highlights the primary concerns raised by airport staff:

- Too many access points to the airport, each with different combinations of specific destinations.
- There are frequent instances of traffic driving the wrong way down Terminal Road. This is typically due to traffic arriving from the south/east missing the turn into the terminal circulation area near Long-Term Parking, despite the presence of signage shown in **Photo 1-4**. It can also be due to the confusion created from the visual cue of having to drive away from the terminal when arriving from the north/west.



Photo 1-4 – Terminal Road Intersection

- The existing access points, Slip Lane Road and the 3rd Street Northeast entrance, or “S-Curve”, also provide challenges to the traveling public.

2.2.1.1 Slip Lane Road

The entrance to the terminal via the Slip Lane Road is restricted to travelers arriving from the north/west, as discussed in **Section 2.1.1** and shown in **Exhibit 2-2**. This can cause confusion to traffic arriving from the opposite direction, especially if they have missed the turn prior. Airport staff have mentioned that the road poses challenges for snow removal activities, as it can be difficult to plow. Additionally, if the road is closed for snow removal, many users believe the entire airport is closed. Airport staff indicated that the road has been closed once for snow removal purposes.

Exhibit 2-2– Slip Lane Road



2.2.1.2 S-Curve Entrance

The entrance to the airport along 3rd Street Northeast, also known as the “S-Curve”, is located south of the terminal building and is open to traffic arriving from any direction. The entrance is also the only way to access the Long-Term Parking Lot. Because of the relatively large number of vehicles that utilize this entrance, there can be backups along this route. Airport staff noted that during the busiest pick up and drop off times, vehicles may backup all the way through the curve,

past the intersection, and onto 3rd Street Northeast. This causes several issues for the airport and the city, as this is a main roadway through Minot.

During the site visit, the city's traffic engineer noted that the pick-up and drop-off areas in front of the terminal are not signed, as shown in **Photo 1-5**. This leads to vehicles not pulling forward far enough and occupying the initial drop-off area for a long period of time, leading to additional congestion in front of the terminal. This additional congestion contributes to the traffic backups into the "S-Curve". Airport staff has observed that the traffic is generally local passengers. There are limited operations of Ubers/Lyfts, Taxis, and other shuttle services at MOT.



Photo 1-5 – Terminal Curbfront

The geometry of this access point also poses problems for the traveling public. Large vehicles, such as semi-trucks, have a difficult time navigating the "S-Curve", and hit the curb. This damages the pavement, sometimes enough to require repairs. The intersection between Slip Lane Road and the "S-Curve" are shown in **Photo 1-6**. Additionally, because there are several turns in short succession, there is not enough time for drivers to read and digest the large amount of information presented on the directional sign, as shown in **Photo 1-7**.



Photo 1-6 – Slip Lane Road & "S-Curve" Intersection



Photo 1-7 – 3rd Street Northeast Entrance Signage

2.2.2 Parking Lot Concerns

The airport also faces several challenges regarding its parking facilities, which contribute to driver confusion and operational inefficiencies. Issues noted by airport staff include:

- Confusion over the names of the parking lots. Visitors may be willing to park closer to the airport for a higher price, but don't feel they are able to park for several hours or days in the Short-Term Parking Lot.
- There is also added confusion because the Short-Term Parking Lot and Rental Car Parking Lot are combined. The lack of distinct and clear signage exacerbates this confusion, leading to misdirected traffic and frustration among airport customers. The city traffic engineer also noted in his site visit that the signage for the rental car parking lot is not clear, leading to more confusion in the terminal area.
- The airport does not have a designated cell phone lot, as is common at many airports of similar size to MOT, forcing drivers picking up passengers to circle the airport or wait in undesignated areas, contributing to congestion and potential safety hazards.
- The location of the rental car lot entrance, located beyond the terminal, results in users speeding through the terminal pickup area to reach the entrance to the rental car lot. This not only poses a safety risk to pedestrians and other vehicles in the terminal area but also adds to the overall traffic congestion.

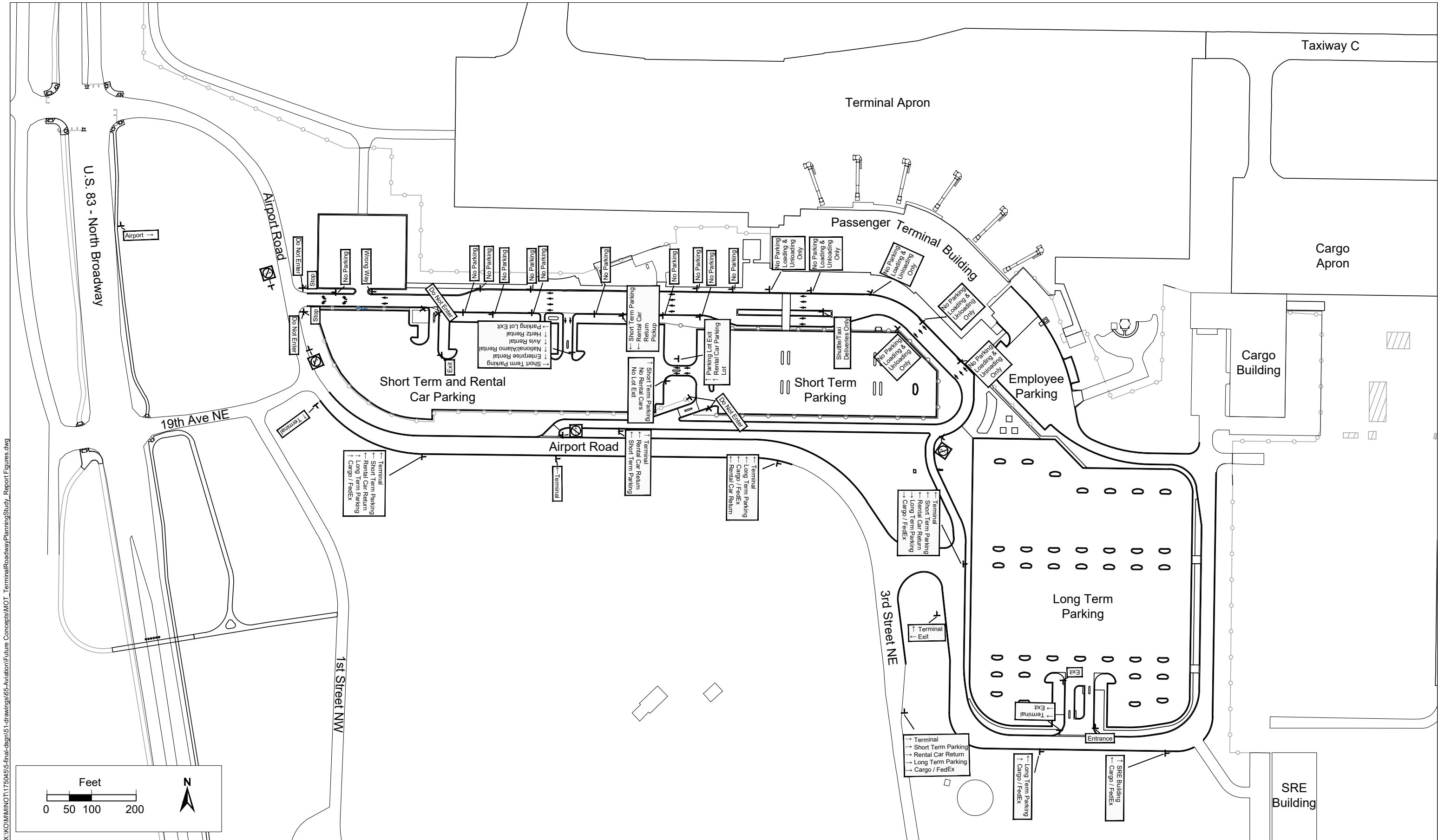


Terminal Roadway Planning Study

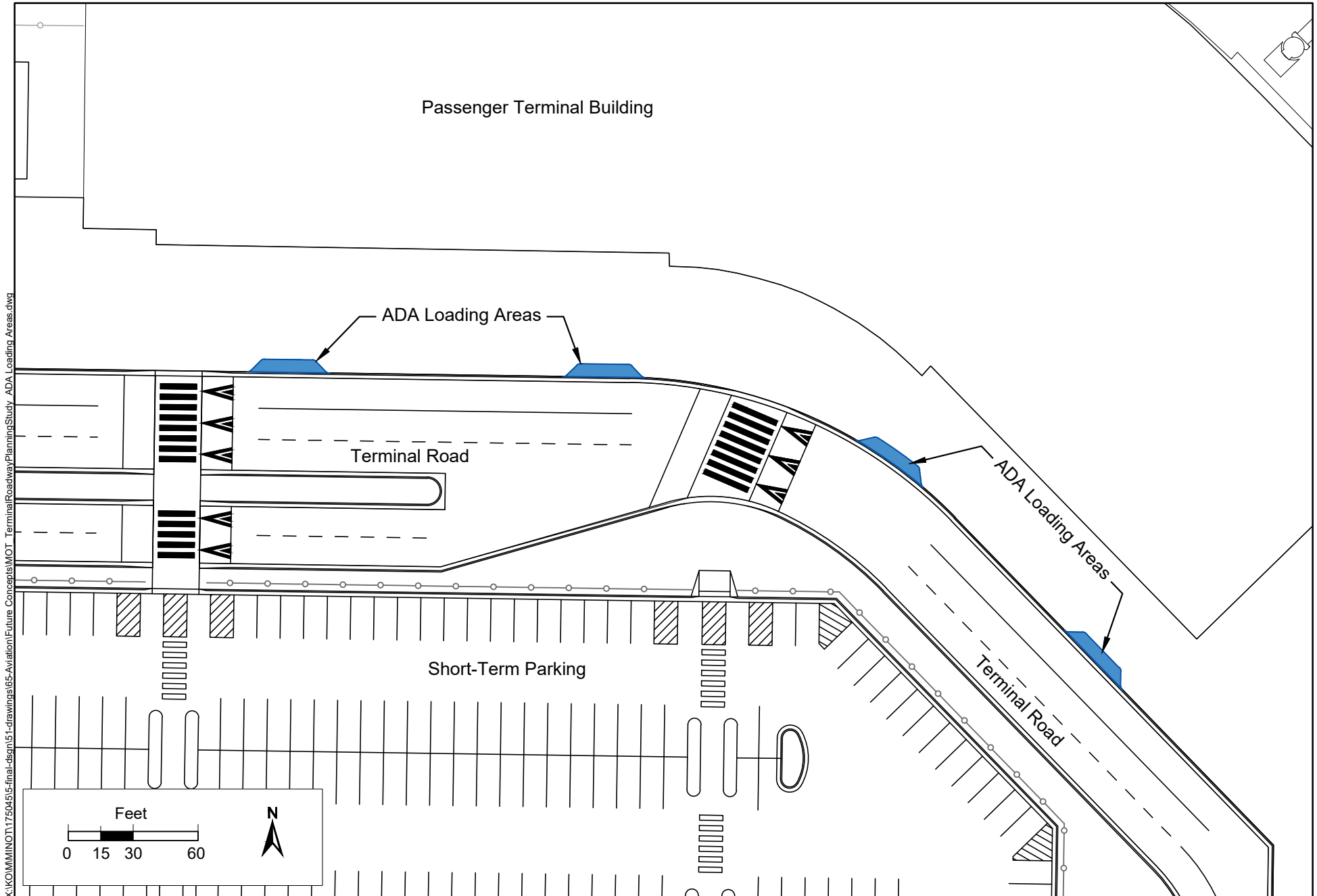
Minot International Airport
Minot, North Dakota

Figure 2-1

Existing Conditions - Overview
09/2024; MINOT 175045



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3 Alternatives Analysis

This chapter outlines the modifications proposed to mitigate the concerns identified by airport personnel and the City of Minot. The recommended improvements are organized into three categories: Short-Term Concepts, Medium-Term Concepts, and Long-Term Concepts. By categorizing these changes, the airport can promptly implement smaller, cost-effective measures to more quickly address some of the identified safety concerns. Larger, more capital-intensive changes will require additional planning and investment. Furthermore, this approach allows the airport to assess the impact of short-term adjustments on the terminal roadway environment before committing to major alterations. Additionally, the chapter also explores the FAA's approval authority based on the recommended improvements introduced.

The following sections describe the three concept categories, the objectives they aim to achieve, and the potential changes considered but not selected.

3.1 Short-Term Concept

The Short-Term Concept focuses on addressing higher priority safety and efficiency concerns through cost-effective, easily implementable modifications. These adjustments usually involve updating and altering directional signage. The main objective of these signage updates is to minimize the amount of information on each sign, making it easier for drivers to read and comprehend the presented details. Additionally, by incorporating advance notice signage, drivers are given the opportunity to anticipate decision points before reaching an intersection.

Primary Concerns

- Preventing wrong-way operations on Terminal Road
- Alleviate congestion on the "S-Curve"
- Improve movement of traffic in front of terminal and prevent stalling and congestion

Early-State Improvement Ideas

- Improve directional signing to clarify direction
- Create "zones" in front of the terminal doorways
- Implement potential 15-minute parking area past terminal doorways (shown in **Photo 1-8**)



Photo 1-8 – Potential 15-minute Parking

- Reverse the direction of flow on Terminal Road to improve sightlines and queueing space for terminal area

Ultimately, the group chose not to move forward with the ideas to create “zones” in front of the terminal, implementing 15-minute parking areas, nor reversing the direction of flow on Terminal Road. Marking “zones” in front of the terminal could be confusing for passengers, and there is not enough space to justify more than two zones. While the airport and the Transportation Security Agency (TSA) had no official reason to oppose the 15-minute parking, both entities were uncomfortable with allowing this activity from a security standpoint, and the airport would not be able to regulate this activity effectively. Reversing the flow of traffic on Terminal Road would be confusing for drivers and passengers. The change would have through lanes on the right side of the road and would push passengers exiting vehicles into the flow of traffic. The safety and overall system impacts were determined to be too extensive.

3.1.1 Preferred Alternative

The alternatives recommended for the Short-Term Concept are shown graphically in **Figure 3-1**. The updates include:

- Signage updates to provide clearer direction
- Rename Short-Term and Long-Term Parking Lots to Premium Parking and Economy Parking
- Introduce “Arrival” and “Departure” zones and signage in front of the terminal
- Remove merge point between Slip Lane Road and the “S-Curve”, with additional pavement added to allow semi-trucks to traverse the intersection
- Reserve space in the “RV Lot” (shown in **Photo 1-9**) for a potential Cell Phone Waiting Lot



Photo 1-9 – Potential Cell Lot (right side of road)

In addition to the general signage improvements, renaming the Short- and Long-Term Parking Lots is intended to clearly identify the intended use of the lots and allow the airport more freedom to set parking rates. The addition of “Arrival” and “Departure” zones and a potential Cell Phone Waiting Lot is intended to reduce congestion along the terminal curbfront and allow drivers to navigate more easily to their destination. The removal of the merge point between the “S-Curve” and Slip Lane Road should also help traffic flow more freely through the system.

The location of the Cell Phone Waiting Lot will allow drivers to access the lot without navigating through Terminal Road or allow drivers who have arrived on Terminal Road too early to continue through the circulation area without adding congestion. An entrance could be constructed along Airport Road, however both airport and city staff noted this might cause some logistical and operational problems with traffic along Airport Road, particularly due to the spacing of access points. The concept is shown on **Figure 3-1**, but additional analysis should be performed before constructing this connection point.

3.2 Medium-Term Concept

The Medium-Term Concept moves beyond the signage and smaller pavement changes to introduce larger, more cost-intensive upgrades to the terminal roadway system. The main goal of the Medium-Term Concept is to separate access points along the circulation route to keep traffic separated and ensure there is adequate space for advance directional signage.

Primary Concerns

- Simplify geometry of terminal roadway system
- Separate entry and exit points
- Allow for additional distance between decision points

Early-State Improvement Ideas

- Add pavement between Premium Parking Lot and Rental Car Parking Lot
- Add entrance to Rental Car Lot at 19th Street intersection
- Redesign “S-Curve” entrance

The group chose not to move forward with additional pavement between the Premium and Rental Car Parking Lots nor the additional entrance to the Rental Car Parking Lot at 19th Street. The airport noted that many of the spaces in the Rental Car Parking Lot are leased to the car rental agencies, and not able to be converted to public parking spaces. The group also felt that an entrance point at 19th Street would have the potential to introduce backups along Airport Road, a critical through point for the overall system. The City of Minot also preferred not to add a controlled intersection at that location as the sight distance for vehicles leaving the car rental parking lot would be a safety concern.

3.2.1 Preferred Alternative

The Medium-Term Concept recommended alternatives are shown in **Figure 3-2**. The updates include:

- New entry point for the Rental Car Parking Lot along Airport Road
- New exit point for the Premium Parking Lot onto Terminal Road
- Separation of the Premium Parking Lot and Rental Car Parking Lot
- Redesign of “S-Curve” entrance, with two alternatives for development

The new entry and exit points for the parking lots are required once the lots are separated but are also placed in a manner to allow for ample distance between decision points within the system.

The two alternatives for the “S-Curve” redesign limit the number of access points to the terminal area by removing the eastern portion of the Slip Lane Road and redesigns the geometry for a more efficient entry point.

Alternative 1 would keep the entrance to the terminal in the same location (off of 3rd Street Northeast) but would straighten the S-Curve along the fence line of the Economy Parking Lot. This option would result in a smaller amount of new pavement and would allow the airport to reuse much of the existing signage and marking. However, this alternative also leaves several decision points within a short distance, and results in signage with large amounts of information, adding to driver confusion.

Alternative 2 would relocate the entrance to the terminal further north along the curve between Airport Road and 3rd Street Northeast. This location decouples the entry points to Terminal Road and Economy Parking, allowing for two distinct entrance points with ample signage and decision-making time. However, this alternative would also result in higher costs, as it would require additional pavement and necessitate additional signage and marking changes along Airport Road to accommodate turn lanes, wayfinding, etc.

The airport opted to display both options to ensure greater flexibility and will determine the preferred layout based on factors present at the time of construction.

3.3 Long-Term Concept

The Long-Term Concept is the final set of alternatives for the planning period. These concepts focus on the ultimate layout of the terminal roadway and parking system. The goals of this final layout are generally the same as the Medium-Term Concepts, to minimize airport user confusion by separating entry and exit points, allow for clear, concise signage prior to decision points, and protect the safety of all airport users.

Primary Concerns

- Simplify geometry of terminal roadway system
- Separate entry and exit points
- Allow for additional distance between decision points

Early-State Improvement Ideas

- Introduce a roundabout on Airport Road
- Shift 3rd Street East entrance farther south
- Remove Slip Lane Road

The group decided not to move forward with the roundabout nor the shift in the 3rd Street East entrance. The airport and city both noted that roundabouts are not popular in the Minot area, and the addition of a roundabout would most likely lead to more driver confusion and stress. The 3rd Street Northeast entrance would be cost prohibitive, as there is a steep grade between the proposed connection points, as shown in **Photo 1-10**.



Photo 1-10 – 3rd Street Northeast and 19th Avenue Intersection (Looking South)

3.3.1 Preferred Alternative

The final preferred concepts are shown on **Figure 3-3**. The recommended alternative:

- Removes Slip Lane Road

The entrance to the Premium Parking Lot is redesigned to a typical, 90-degree intersection. This removes any vehicle restrictions from the turn, and further separates the entrance from the Rental Car Parking Lot entrance.

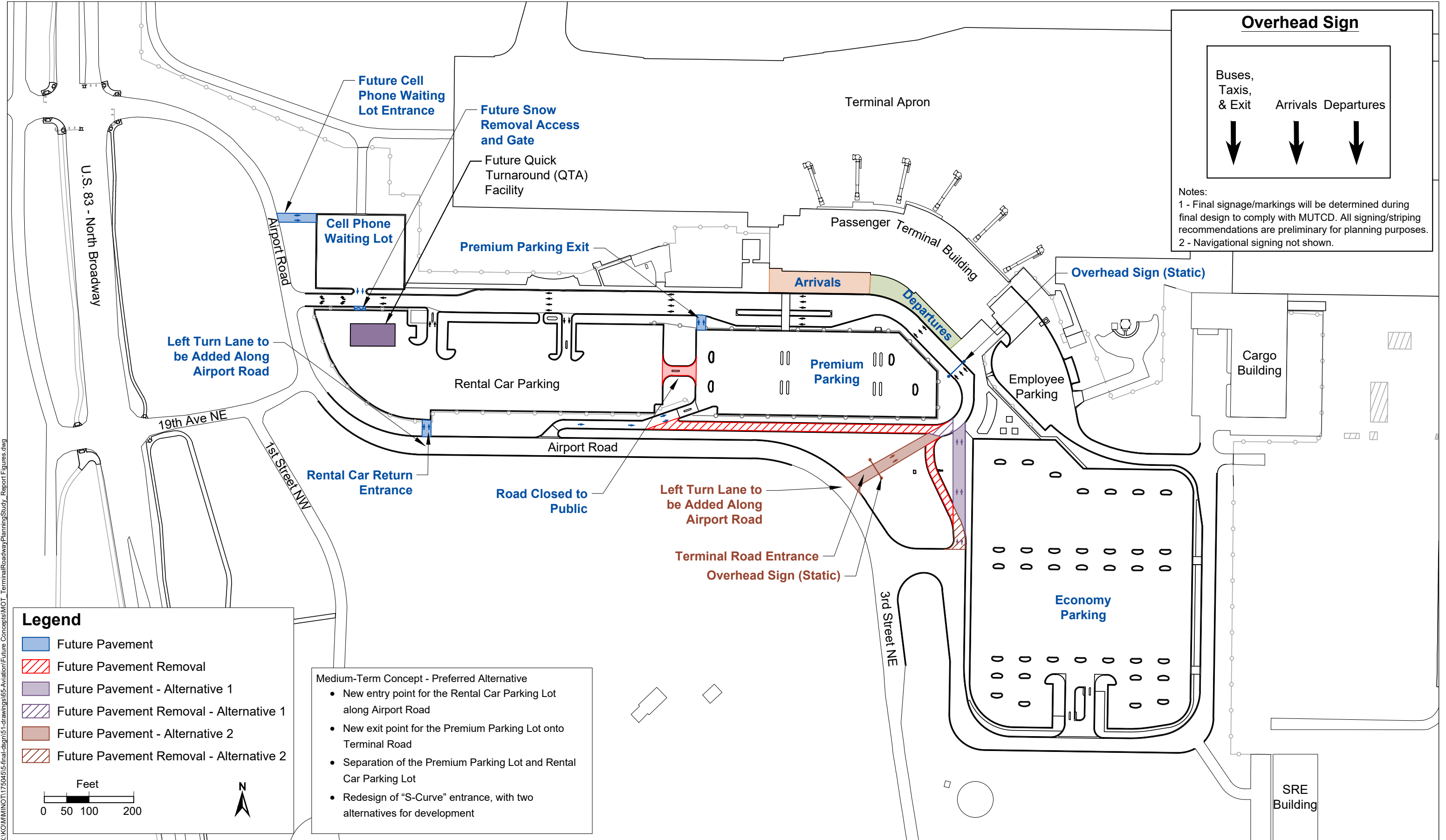
3.4 Federal Approval Authority

Section 743 of the FAA Reauthorization Act of 2024 limits regulation of non-federally sponsored property. The FAA's approval authority is limited to revisions that affect three specific "zones of interest", or those land uses that: materially impact the safe and efficient operation of aircraft at, to, or from the airport; adversely affect the safety of people or property on the ground adjacent to the airport as a result of aircraft operations; or adversely affect the value of prior federal investments to a significant extent.

The terminal roadway project does not affect aircraft operations at the airport; therefore, the first two "zones of interest" do not apply to this project. As to the third "zone of interest", the FAA examines whether the proposed project would adversely affect: areas/facilities that received any federal funds, areas/facilities that are on any land granted from the U.S. under certain land grant programs, or critical aeronautical infrastructure. While the parking lots and roadway system have received federal funding in the past, it is not anticipated that any changes proposed will constitute significant adverse effects. The work proposed will enhance safety and efficiency of operations on the airport. Additionally, the land was not acquired using federal funds, and it is not anticipated that the project will adversely affect any aeronautical infrastructure. As demonstrated above, the FAA is not anticipated to have approval authority based on Section 743. However, if federal funds are used for improvements, it is assumed that the FAA will retain approval authority, as there would be a new federal investment. Approval authority would be limited to the portions of the

project that are funded with federal dollars. Funding sources will be explored in the following chapter. The proposed geometrical changes to the roadway infrastructure will be shown on an ALP sheet update.





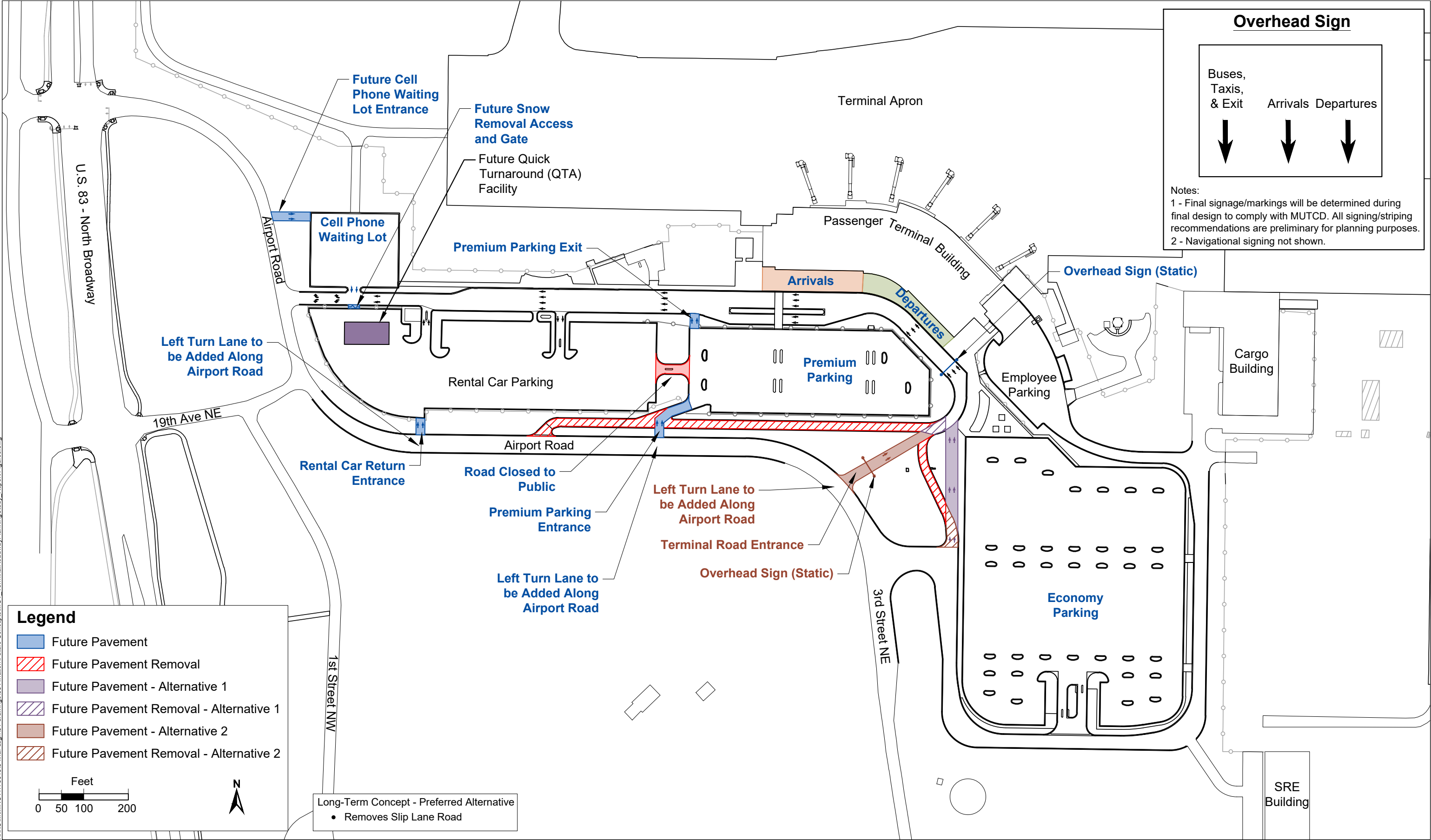


Terminal Roadway Planning Study

Minot International Airport
Minot, North Dakota

Figure 3-3

Long-Term Concept
03/2025; MINOT 175045



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4 Implementation Plan

The previous chapters of the Terminal Roadway Planning Study evaluated the existing terminal roadway and parking lot system, identified areas for mitigations, and detailed the selected alternatives and recommendations. Regardless of the identified need for improvements, the timing and feasibility of project implementation will ultimately depend on available funding. This chapter provides an overview of the financial implications of each concept, identifies potential funding sources, and proposes a schedule for implementation.

4.1 Cost Estimates

Planning level cost estimates have been developed for the Short-, Medium-, and Long-Term concepts. **Table 4-1** shows the costs separated by concept.

Table 4-1 – Cost Estimates

Concept	Total Cost
Short-Term	\$250,000
Medium-Term	\$300,000
Long-Term	\$100,000
Total	\$650,000

Source: SEH

4.2 Funding Sources

As shown in **Section 4.1**, total costs for the project identified in this study are estimated to total \$650,000. Projects are expected to be funded through the FAA's Airport Improvement Program (AIP), North Dakota Aeronautics Commission (NDAC), airport operating funds, third party funds, and Customer Facility Charges (CFCs).

4.2.1 FAA Grants

Federal participation is based on the Airport Improvement Program (AIP) as reauthorized under the FAA Reauthorization Act of 2024. Federal grants are provided in the form of entitlement grants (based on annual enplaned passenger levels), discretionary grants, and letter-of-intent (LOI) grants. FAA AIP funds are distributed each year based on the appropriation received from Congress. If AIP is fully appropriated, the current legislation provides eligible Primary airports with entitlement funds which are calculated based on the airport's number of enplaned passengers each year.

Allocation of funds from the FAA to the nation's airports is based upon a number of eligibility criteria and tied to a priority system that is used to rank each request and determine which projects will be funded and which will not during any given fiscal year. The priority system employed by the FAA has different criteria for different projects. For instance, planning projects are assessed using specific criteria that are applicable to planning types of projects. Generally, projects that enhance the safety of aircraft operations and those that enhance capacity in the system are higher priority projects. The priority system also ranks projects based on the size of the airport and the number of aircraft and aircraft operations at the facility. Discretionary and LOI grants are distributed by each FAA region on the basis of availability and project priorities.

Discretionary grants are generally made immediately available to fund project costs, while LOI grants are distributed to the Airport over a number of years at defined annual funding levels.

Guidance on issues of eligibility is provided in FAA Order 5100.38D Airport Improvement Program Handbook. The Federal funding share for these projects is generally 90 percent for eligible projects at non-hub commercial service airports such as MOT. In general, only those projects that are related to non-revenue producing items, such as land acquisition, airfield construction, certain public areas of the terminal area building, and safety/security projects are eligible for FAA AIP funding. Specific to this planning study, it should be noted that roadways to revenue-producing parking lots, car rental space, and other non-airport passenger terminal access typically are not eligible for federal funding. Similarly, signage on these roadways is also not eligible for federal funding. See **Figure 4-1** for additional information on anticipated eligible areas.

Close agency coordination is often required to address more complex issues relative to project eligibility and eligibility discussions should begin well in advance of implementing a project. Additionally, it is reasonable to assume that there may be changes in eligibility criteria over the course of the planning period.

Eligible portions of the proposed improvements can be funded at ninety five percent (95%) in federal fiscal year 2025 through 2026 and ninety percent (90%) in federal fiscal year 2027 and later.

4.2.2 North Dakota Aeronautics Commission

State funding for airport development is managed by the North Dakota Aeronautics Commission (NDAC). NDAC normally receives biennial appropriations from the state legislature, using funds collected from aviation fuel taxes, aircraft excise taxes, and aircraft registrations. Airports may apply for state grants to cover up to 50 percent of the local share for federal AIP-funded projects. Airports may also apply for state grants to cover up to 50 percent of the cost of airport development projects that are not funded through the federal AIP program.

4.2.3 Local Funds

The balance of project costs (i.e., after consideration of FAA, State grants, and other funding sources) must be funded through the local sponsor. Local funding of airport improvements can come from Passenger Facility Charges (PFCs), Customer Facility Charges (CFCs), Airport cash, or through issuance of bonds or other debt. Given that some of the proposed projects will benefit the rental car companies, it is anticipated that a portion of the local funding will be derived from Customer Facility Charges (CFCs).

4.2.3.1 Rental Car Customer Facility Charges (CFCs)

A customer facility charge (CFC) is a fee paid by airport customers for the use of some non-aeronautical service at the airport. The Airport collects rental car CFCs to pay for capital costs associated with rental car industry improvements and operating costs. This includes the counters and office space in the terminal and the ready/return parking lot. The CFC is charged and collected by the various rental car companies operating at the Airport and then remitted to the Airport on a monthly basis. CFC revenue needs to be used for capital and operating costs that are for the benefit of the rental car industry.

4.3 Proposed Schedule

The proposed schedule for the terminal roadway improvements is based on the need for the project and the availability of funding. The improvements have been identified as significant to protect the safety of passengers at MOT and increase the efficiency of the roadway system. However, the airport has indicated that it would prefer to utilize city services to make the recommended lower-cost signage changes, to lower overall project costs. It is anticipated therefore that the initial signage improvements will occur in 2025. After these changes have been made, the airport and the City of Minot will monitor driver and passenger behavior changes before continuing with the larger changes recommended in the Short-Term Concept, with the earliest potential construction date of 2026.

As discussed in **Section 4.1**, the Medium-Term Concept is anticipated to be more capital-intensive and require a more robust design period. The additional time and funding restraints will require the airport to delay the implementation of the project. The current airport Capital Improvement Plan (CIP) lists the project to be completed in 2027. However, this plan should be revisited after construction of the Near-Term Concept. Shifting the project out an additional year to help analyze the effects of the Near-Term Concept on the terminal and parking environment may be beneficial to identify additional focus areas for the airport. Additionally, the airport could consider moving forward with the full Long-Term Concept in lieu of the Medium-Term Concept if desired.

The Long-Term Concept is not anticipated to be implemented in the 5-year planning period. The airport should continue to evaluate the need for the implementation of the Long-Term Concept after the completion of the previous projects. A suitable timetable for the final concept should be established when the airport considers it appropriate and there is adequate funding.

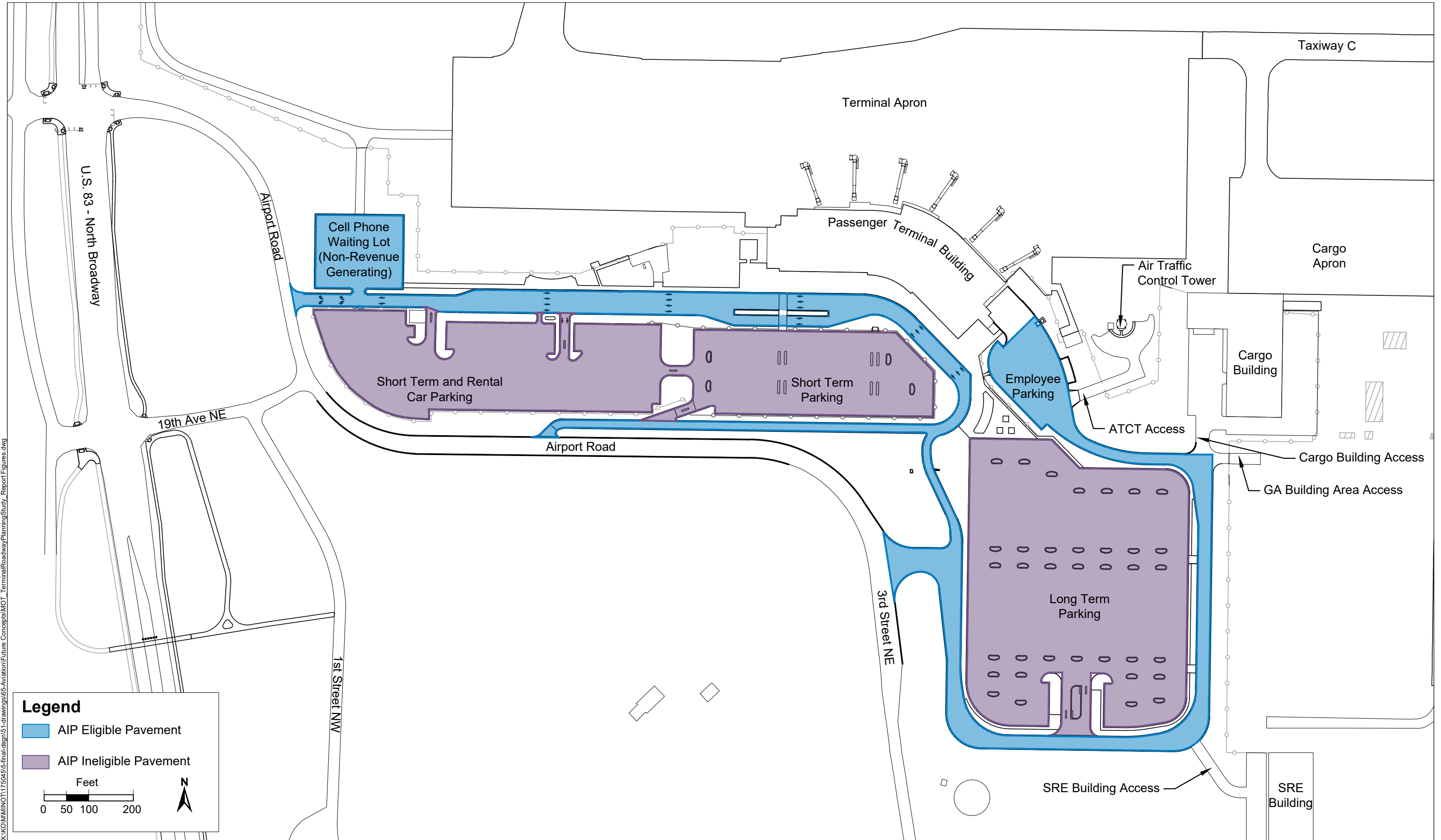


Terminal Roadway Planning Study

Minot International Airport
Minot, North Dakota

Figure 4-1

AIP Eligibility
03/2025; MINOT 175045



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Appendix A

Meeting Minutes



Building a Better World
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MEETING MINUTES

MOT Terminal Roadway Planning Study

1/24/2024

3:00 p.m.

Teams

Copies to: Attendees

I. Introductions

- A. Jennifer Eckman – MOT Airport Director
- B. Maria Romanick – MOT Operations and Maintenance Manager
- C. Erin Jordan – SEH Traffic Engineer
- D. Josh Palmateer – SEH Traffic Engineer
- E. Kaci Nowicki – SEH Airport Planner
- F. Chris Brett – SEH Airport Planner
- G. Jarrod Nelson – SEH Airport Engineer

II. Study background and meeting purpose

- A. Jennifer shared a few issues she has with the existing design:
 - 1. The current design leaves many confused on where to bring their car when coming to the airport.
 - 2. The design is confusing for both Minot and non-Minot visitors to the airport.
 - 3. The access point for the short-term and rental car parking lot leads to a lot of the confusion.

III. Existing conditions review

- A. Confirm conditions
 - 1. Josh shared the existing conditions figure with the team.
 - a. MOT Staff confirmed the location of the entrance and exit points for the short-term and rental car parking lot.
 - b. SEH will attach the existing conditions figures with the meeting minutes.

IV. Issues / opportunities discussion

- A. Maria and Jennifer shared their thoughts on the existing issues with the terminal roadway design:
 - 1. Short-Term and Rental Car Parking Lot
 - a. These lots should be separated into their own lots.
 - b. Having car rentals in their own designated lot will clear up much of the confusion.
 - 2. Slip Road
 - a. The road can be difficult to plow when there is a lot of snow, and there is not much room to pile snow.
 - b. It is hard to see the second access point when the road needs to be closed – some users will just assume the airport is closed.
 - 3. Second Access Road / 19th Avenue
 - a. This road often backs up when larger aircraft deplane, or multiple aircraft deplane at once.
 - (1) The backup can sometimes push as far back as 3rd Street NE, which is a main north-south road through Minot.

- b. Semi-trucks and other large vehicles coming through are not able to navigate the tight turn and will often hit the curb, damaging the pavement.
 - (1) These trucks are typically heading to the west side of the terminal.
 - (2) Semi-trucks can park in the bay outside the short-term parking lot with advanced notice – although this doesn't typically happen.
 - c. Signage can be confusing on 19th Avenue – there are several lines of directions included in the sign immediately before a decision point.
 - 4. Safety
 - a. Car rental employees will speed through Terminal Road, near the curbside pickup and drop-off point, to access the rental car parking lot.
 - (1) Hope to limit access to rental car parking lot to derail this behavior.
 - (2) Should be able to access the lot via the Slip Road instead.
 - b. No reported accidents yet – most likely because vehicles are moving slowly in front of the terminal.
 - 5. Miscellaneous
 - a. There are several access points into the airport which often leads to confusion.
 - b. There is currently no cell phone lot for the terminal.
 - (1) The old rental car lot west of the terminal could be used for this in the short-term, but a user would have to circulate through the whole terminal roadway system to reach it.
 - c. People will often drive the wrong way down Terminal Road if they miss the access points to the south or believe this to be the only access point.

V. Preliminary recommendations discussion

A. Short-Term

- 1. Clean up directional signage so there is less information contained on each sign.
 - a. Jennifer noted that she would like to look at the signage to understand what the airport is currently showing and what other signs can be used to improve safety and circulation.
- 2. Adjust locations of directional signage to allow more advanced notice to users prior to decision points.
- 3. Repaint directional arrows on the terminal roadways – many seemed faded on Google Maps.
 - a. Maria shared that these were repainted in the summer.
- 4. Allow right turn from Airport Road onto the Slip Road.
 - a. This could be explored, but the turn would be difficult for larger vehicles.
- 5. Pedestrian Circulation
 - a. If needed, adding Rectangular Rapid Flashing Beacons (RRFB) signs may help ensure pedestrian safety at crosswalks.
 - (1) MOT Staff noted that they don't hear about problems with this, but it could be explored in the future if concerns grow.
 - b. MOT Staff shared that the biggest challenge for pedestrians is the length of the walk to the rental car lot – especially in the winter.
 - (1) Finding the lot is typically not an issue for pedestrians.
 - (2) Including distance to parking lots on signage might help set expectations.
- 6. Change "Short-Term Parking" to "Premium Parking" to accurately convey purpose.
 - a. LAZ Parking is contracted to manage parking lots – they would need to make this change.
- 7. Add flashing do not enter signs at the west side of Terminal Road to discourage wrong way traffic.
 - a. MOT Staff noted that they already have flashing signs and they have not worked to derail wrong way traffic.
- 8. Direct passengers to be picked up further west of the terminal building.
 - a. This could help reduce queueing issues backing up onto 19th Avenue and 3rd Street.

- b. Maria noted that the airport has no way of actually implementing this without using traffic enforcement.
 - (1) A new employee is starting next week, and this is part of their job description.
 - (2) Enforcement will hopefully increase with this new employee.
 - c. MOT Staff noted that most of the pickup and drop-off traffic are local passengers.
 - (1) Not many Uber/Lyfts.
 - (2) There is only one taxi service in town that recently started – only have 3 cars.
 - (3) There are some hotels and casinos that have agreements to pickup with small buses or vans.
 - 9. The old rental car lot on the west side of the terminal has concrete barriers in front of it to deter illegal parking.
 - 10. SEH should include a future QTA facility in any potential figures.
 - 11. CFCs may be used to fund some of the proposed changes needed in the terminal roadway system.

B. Mid-Term

- 1. Switch one of the “In” lanes to an “Out” lane for the rental car parking lot.
 - a. This change would need to be discussed with LAZ.
- 2. Improve geometrics on S-Curve between 19th Avenue and Terminal Road, potential to increase to two lanes.
 - a. Jennifer is under the impression that there is significant electrical utility in that area.
 - b. Jennifer also noted that she would support this change, however it may be limited due to utilities in the area.
- 3. Convert the Slip Road into the short-term parking lot.
- 4. Potentially allow two-way traffic on Terminal Road just east of Airport Road.
 - a. Allow entrance to parking lot and potentially the old rental car lot.
 - b. MOT Staff had concerns about snow removal.

C. Long term

- 1. Separate all the parking lots.
 - a. This would allow for easier signage and clearer access points.
 - b. Main concern is time and money.
 - c. Need to determine where to allow access points.
 - (1) Try to maintain at least 500 feet between access points to allow room for signage.
- 2. Roundabout
 - a. Likely not a need, and potentially not enough space for it.
 - (1) Would need to be multiple lanes for merging and access points.
 - b. Jennifer shared that roundabouts are not very popular in Minot.
 - (1) There are a few roundabouts in town, and they often lead to confusion.
 - c. Roundabouts likely work against goal of creating the simplest design, as people can often be stressed when traveling.

VI. Next steps – Erin

- A. Draft improvement concepts and MOT staff meeting
- B. Outreach with stakeholders (i.e., car rental agencies)
- C. Meet with City of Minot / review recommendations
 - 1. Jennifer would like to meet with the city before meeting with the stakeholders; ensure we have city support before presenting to stakeholders.
- D. Study report (draft and final)

VII. Draft schedule discussion – Kaci

- Draft improvement concepts – End of February 2024
- Stakeholder outreach – March 2024
- City discussion / Confirm recommendations – April 2024
 - *Update: city will be engaged prior to Stakeholder outreach

- Draft and Final Study Report – April/May 2024

Attachments:

- A. Draft MOT Terminal Existing Conditions Schematic

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Building a Better World
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MEETING MINUTES

MOT Terminal Roadway Planning Study

3/14/2024

9:00 - 10:00 AM

Microsoft Teams

Copies to: Attendees

- ✓ Jennifer Eckman – MOT Airport Erin Jordan – SEH
- ✓ Jessica Long – MOT Airport
- ✓ Lindsay Reidt – MOT Airport
- ✓ Chris Brett – SEH
- ✓ Erin Jordan – SEH
- ✓ Kaci Nowicki – SEH
- ✓ Joshu Palmateer – SEH

I. Summary of study goals

II. Existing conditions review

III. Preliminary improvement concepts review and discussion

A. Short term

General Discussion:

1. Consider striping additional “through only” painting
2. Josh noted the signing improvements to be more clear and add more advanced signing / warning
3. Jennifer mentioned that possibly change the terms to be “premium” and “economy” parking instead of short-term parking signing. Kaci noted that many airports this size are changing to this model to help clarify that there isn’t a time limit for parking. Some airports are able to play with the pricing structure a little bit more (people are willing to pay more for “premium”). This could also shorten the text on the sign.
 - a. Current short vs. long term confuses some passengers.
 - b. Should check with LAZ – the contracted parking management company on this idea.
4. Josh noted that autoturn was reviewed for WB right turn onto the slip ramp from Airport Road – suggest restricting trucks for this turn.
 - a. Jennifer supports this idea, but would like to confirm with their traffic layout.
 - b. Erin to look through previous study/design to understand the reasoning.
 - c. A lot of people currently make this turn.
 - d. Rental Car Return – change from Vehicle Rental (keep consistent with industry)
5. “S-curve” discussion
 - a. Might require additional pavement to make turn a little more reasonable so conflicts aren’t as a concern.
 - b. Idea to add a lane to help increase the throughput into the terminal. Might be wide enough to stripe for 2 lanes.
 - c. Big trucks will likely cross over the two lanes; would have to wait for an opening to make that turn safely.
 - d. Feedback

- (1) Jessica thinks that the two lanes would help with the congestion – currently there's confusion on who has right of way, etc. Amount of semis that come through are one-offs; not consistently every day (maybe 1 per week).
6. Zone discussion
 - a. Jessica's feedback is that she's open to suggestions. Their passengers are really challenging to work with and don't follow instructions as much.
 - b. Consider changing the zones to a drop off/pickup areas.
 - c. Think about the least regular customer for their typical passenger.
7. 15-minute parking zone discussion
 - a. Jennifer noted that this is NOT an option to sign for security reasons. People already do this and they do not want to encourage this activity.
 - b. Jessica likes having the option for people to go to wait. Most of the time now people are sitting in their vehicle because they know they can't be ticketed if they're in the vehicle. She likes the idea, but understands the security issue. TSA may have an issue with this.
 - c. Currently, short term parking is free for the first 10 minutes
 - (1) Used to be an hour and they changed it, don't have the reasoning
 - d. Maria noted that there is usually space in the short term parking – never completely full (sometimes close, but not often)
 - (1) Airport to think about opportunity to change the time to get people off the curb.
 - e. Jessica to check with TSA about the option to have 15 minute parking limit on the street to see if they'd approve this.
 - (1) Make sure there's room for snow removal too.
 - f. Could update the sign to say "Rental Car Return" – instead of showing all the brands/company names at the entrance.
- B. Mid term
 1. Concern about adding the area for short term parking will have to be a car rental area / rented area. Car renters won't like to walk any further west. Thought to have an exit from short term parking where we're currently showing "Additional Parking."
- C. Long term
 1. People like to drop off their friends and family and then go park a lot of the times – so if they can have a second entrance on the terminal side for the car rental and short term that would be appreciative. Update these comments/provide packet.
- IV. Next steps
 - ~~A. Draft improvement concepts and MOT staff meeting~~
 - B. Meet with City of Minot
 - C. Outreach with stakeholders (i.e., car rental agencies)
 - D. Study report (draft and final)
- V. Draft schedule discussion
 - ~~• Draft improvement concepts – End of February 2024~~
 - City discussion / Confirm recommendations – March 2024
 - Stakeholder outreach – March/April 2024
 - Finalize improvement concepts – April/May 2024
 - Draft and Final Study Report – April/May 2024

Action Items Summary:

SEH:

- Update alternative concepts and share with MOT staff to review and provide comments
- Reach out to City for dates to discuss alternatives / planning goals

MOT Staff:

- Check with LAZ to discuss idea of moving to “premium” and “economy” parking vs. short/long term parking
- Confirm if signing WB right-turn onto the slip ramp to parking lot is OK with traffic plans
- Check on opportunity to change the amount of free parking time in short-term lot to minimize vehicles parked on the curb
- Discuss with TSA the option to have 15-minute parking signed on the street, west of the terminal doors.

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MEETING MINUTES

MOT Terminal Roadway Planning Study

4/17/2024

9:00 - 10:00 AM

Microsoft Teams

Copies to: Attendees

- ✓ Stephen Joersz – City of Minot Traffic Engineer
- ✓ Jennifer Eckman – MOT Airport
- ✓ Jessica Long – MOT Airport
- ✓ Maria Romanick – MOT Airport
- ✓ Chris Brett – SEH
- ✓ Erin Jordan – SEH
- ✓ Kaci Nowicki – SEH
- ✓ Joshua Palmateer – SEH
- Jarrod Nelson – SEH
- Lindsay Reidt – SEH

I. Introductions

II. Study background and meeting purpose

Purpose: To discuss preliminary improvement concepts and next steps for the MOT Terminal Planning Study.

The FAA funded this study to explore short, mid and long-term project possibilities to improve efficiencies at the terminal.

III. Existing conditions review

IV. Preliminary improvement concepts review and discussion

SEH shared their preliminary concepts on the screen for discussion. Notes below include a summary of the discussion for each concept alternative (Short, Mid, and Long-Term Improvements)

A. Short-Term Improvement Recommendation Summary:

- Address wrong-way entry into the Terminal.
- Improve signage to improve clarity for travelers.
- Consider adding pavement for tracking larger trucks, including a second lane for entry.
- Improve drop-off and pickup efficiency to reduce queueing with Arrival and Departure zones.
- **WB Movements on Airport Rd at slip lane:**
 - Suggest prohibiting right turns for trucks.
- **Consistent Messaging:**
 - Jennifer will follow up with LAZ Parking regarding “Premium” parking.
 - Consider using consistent language for Pickup/Drop off vs. Arrival/Departure.
- **15-min Parking and Fence Proximity:**
 - The goal is to provide a designated area for passengers to wait while being picked up.
 - To prevent people from parking in the RV lot to the west, consider alternatives.

- Jennifer opposes allowing 15-minute parking on the curb due to rideshare vehicles potentially occupying the space.
- One option is to open up the lot to the Cell Phone Lot, but enforcement would be necessary to prevent extended parking.
- Jessica will discuss parking opportunities with the inspector during the comprehensive inspection.

B. Mid-Term Improvement Recommendation Summary:

- Focus on cost-effective solutions for 3-5 year timeframe.
- Objectives:
 - Establish entry/exit points for each parking lot.
 - Enhance signage.
 - Eliminate the merge point at the S-curve.
- Questions:
 - Stephen asked the following:
 - Is there room for additional winter maintenance space? Josh mentioned utility conflicts and pinch points. Long-term improvements may address this concern.
 - Maria asked the following:
 - Can we straighten the alignment along the Economy Parking fence line? This would place it on the other side of the junction box. This option was discussed with the group and will be updated in next iteration of recommendations.
- Other Discussion:
 - Utilize the existing slip ramp entrance directly into the Rental Car Parking lot.
 - Josh expressed concern about decision-making time.
 - Erin emphasized removing entrance points on the slip ramp if feasible.
 - Next iteration of schematics will review option for alignment of roadway along the Economy Parking lot.

C. Long-Term Improvement Recommendation Summary:

- **Economy Parking Driveway on 3rd St:**
 - Maintain two entrance lanes for improved traffic flow.
 - Maintain the existing entrance on 3rd St due to the hill/steep grade.
 - Evaluate whether to keep the existing entrance on 3rd Street for both mid-term and long-term plans.
- **Airport Rd Driveways:**
 - Possibly shift the entrance closer to the proposed location from the mid-term plan, with a bit more distance from the slip lane location.
 - Retain the location of the entrance to the Rental Car Parking from mid-term to long-term (Jennifer emphasized this requirement).
 - Shift the entrance on the slip ramp further east toward premium parking.
- **Queueing and Operations:**
 - No queueing reported into the rental car lot or short-term lot.
 - There is more queueing in the long-term lot due to confusion about operations.
- **Other Discussion:**
 - Stephen opposes an all-way stop if proposed access is at 19th Ave NE.
 - The southern entrance proposed on 3rd St intersects with a significant hill on the east side.
 - MOT Staff invited Stephan to observe busy times on April 29th.
 - Stephen asked about available video at the terminal:
 - The airport has 30 days' worth of recording, covering most areas, including the slip ramp.

- The city can also deploy additional cameras to monitor other potentially restricted locations.

V. Next steps

- A. Outreach with stakeholders (i.e., car rental agencies)
- B. Study report (draft and final)

VI. Schedule

- ~~Draft improvement concepts — End of February 2024~~
- ~~City discussion / Confirm recommendations — March 2024~~
- Stakeholder outreach – March/April 2024
- Finalize improvement concepts – April/May 2024
- Draft and Final Study Report – May 2024

Action Items Summary:

SEH:

- Update alternative concepts after the 4/29 observations and feedback provided by MOT and City. Updated concepts will be shared prior to stakeholder engagement.
- Review consistent language for Arrival/Pickup vs. Departure/Dropoff

MOT Staff:

- Check with LAZ to discuss idea of moving to “premium” and “economy” parking vs. short/long term parking
- Review opportunity for cell phone lot
- Discuss with TSA the option to have 15-minute parking signed on the street, west of the terminal doors.

City of Minot:

- Provide summary of observations from April 29th Activity at terminal.

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MEETING MINUTES

MOT Terminal Roadway Planning Study

6/4/2024

3:00 p.m.

Microsoft Teams

Copies to:

Attendees

- ✓ Stephen Joersz – City of Minot Traffic Engineer
- ✓ Jennifer Eckman – MOT Airport
- ✓ Jessica Long – MOT Airport
- Maria Romanick – MOT Airport
- ✓ Chris Brett – SEH
- ✓ Erin Jordan – SEH
- ✓ Joshua Palmateer – SEH
- Kaci Nowicki – SEH

I. Welcome

II. Stephen's Observations / SEH Feedback

A. Reconfiguration of through lanes

1. Stephen felt that third lane is underutilized, could repurpose to allow for more drop-off/pickup space.
2. Josh stressed importance of keeping third lane for through traffic.
3. Jennifer doesn't want to get rid of bus/shuttle area, as it keeps this traffic out of arrival/departure lanes.
4. Addition of overhead signage may help understand purpose of lanes, keep arrival traffic moving past departure area.

B. Reversal of traffic flow

1. Stephen noted that this would allow for longer sightlines, increased queueing space.
2. Josh had concerns about reversal of typical traffic flow:
 - a. Through traffic in right lanes
 - b. Passenger safety when exiting vehicles.
3. Would switching arrival and departure areas of the terminal allow for more efficient movements?
 - a. Layout of terminal would prohibit this.
4. The group decided that direction of traffic flow should not be changed.

C. Additional Items from Site Visit

1. The S-Curve seems to be the biggest issue with terminal access. More cars are using this than the "slip lane", causing large backups.
 - a. Stephen thinks that changes here would probably be the highest priority for the airport, whether that is signage/markings, or larger geometric changes.
 - b. Short-Term change to allow a second lane and remove the merge point will help; Stephen suggested adding a "Lane Added" sign.
- (1) Concepts will be updated with a "Lane Added" Sign.**

2. Stephen does not think the City will have issue with any signage changes on Airport Road and 3rd Street if it helps safety and circulation.

III. Remaining Action Items

A. Review opportunity for cell phone lot

1. Jessica and Jennifer are not opposed to the idea, especially since the area is currently unused.
2. Concern for rental car usage once QTA is opened.
3. Pavement condition will need to be monitored.
4. **Concepts will be updated to show this area as a potential cell lot.**
 - a. Any new signage should reserve space for addition of a cell lot.

B. TSA comment on 15-minute parking west of terminal

1. TSA had no official reason to not allow this operation, however they were not fond of the idea.
2. MOT's Airport Security Plan does not prohibit operation; however, airport staff are not in favor of the idea.
 - a. Would pose a security concern.
 - b. Users would most likely take advantage of this option; airport cannot always regulate.
3. **Concepts will be updated to remove the 15-minute parking signs west of the terminal.**

C. Premium Parking – “No Charge” time limit

1. Increase time limit and awareness for free parking in premium lot to move vehicles off curb front.
2. Airport noted that LAZ will not be in favor of this option.
3. Not necessary to add signage, will clutter existing signage at terminal.
4. **No change to existing signage and parking limits.**

IV. Review of Updated Improvement Concepts

A. Short Term

1. Update from “Dropoff / Pickup” to “Departures / Arrivals”

B. Medium Term

1. Geometric updates

C. Long Term

1. Restored existing access to Economy Parking
2. Geometric updates

D. Jennifer noted that the overhead, dynamic message signs would most likely be cost-prohibitive, and not necessary for a facility of MOT's size.

1. **Concept drawings will be updated to show these as static signs.**

V. ADA Considerations

A. Guidance from the FAA for loading and unloading zones for accessible vehicles.

1. Every 100 feet, 20-foot-wide area.
2. Jennifer wants to make sure the airport is in compliance.

B. **SEH will include ADA requirements, high-level recommendations in report.**

1. Full ADA assessment will be recommended with any further terminal access project.

VI. Next steps

A. Outreach with stakeholders

1. SEH to send out potential meeting times with updated concepts.
2. Jessica will reach out to affected tenants with a meeting time and date.
 - a. Virtual or In-Person

B. Study report (draft and final)

cjb



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MEETING MINUTES

MOT Terminal Roadway Planning Study

7/15/2024

3:00 p.m.

Microsoft Teams

Copies to: Attendees

Jennifer Eckman – MOT Airport
Jessica Long – MOT Airport
Maria Romanick – MOT Airport
Judy Norby – MOT Airport
Stephen Joersz – City of Minot Traffic Engineer
Steve Martinson – LAZ Parking
Chris Howley – LAZ Parking
Chad Gaynor – LAZ Parking
Dave Parks – Avflight
Chris Brett – SEH
Erin Jordan – SEH

- I. Introductions
- II. Study background and meeting purpose
 - A. Roadway system not efficient, confusing for public users, address safety concerns.
 - 1. Wrong way traffic on terminal road
 - 2. S-Curve back ups
 - B. Meeting goal is to bring stakeholders together for concerns and feedback.
- III. Existing conditions review
- IV. Preliminary improvement concepts review
 - A. Short Term
 - 1. Relatively low-cost changes – signage and markings.
 - 2. Provide advance signage to give users advanced warning of upcoming turns, parking locations.
 - 3. Keep traffic moving towards arrival doors.
 - 4. Add pavement to S-curve to provide more capacity into terminal area.
 - 5. Change parking lot naming from short/long term to premium/economy to encourage people to park in premium lot.
 - 6. Potentially convert lot in northwest corner to a cell phone lot – will require additional work.
 - B. Medium Term
 - 1. Straighten out S-curve, widen to two lanes.
 - 2. Separate entry and exit points for parking lots.
 - 3. Add exit to premium parking, and an entry to rental car parking.
 - 4. Overhead sign to inform public which lanes are used for arrivals, departures, etc.
 - a. Improve efficiency and capacity in terminal area.
 - C. Long term

1. Similar concept as medium term – separate entry points to allow ample space for advance warning signs.

V. Stakeholder Feedback and Discussion

A. Short/Long Term vs Premium/Economy

1. LAZ agrees that there is confusion with Short and Long term labels. More concise to relabel Premium and Economy.

B. MOT would like to see a “Return to Terminal” sign added at western end of Terminal Road.

C. MOT does plan to cut off parking lots between Rental Car and Premium lots.

1. LAZ noted that the Premium Parking Lot will lose spots because of this, potentially causing the lot to fill quicker.
2. Almost all spaces in the rental car lot are leased – there are maybe a dozen that are not leased in the middle of the lot.
3. Pavement and gate arms will remain in this area. Will no longer automatically open for public. This will aid in snow removal activities.
4. MOT recommended installing a cattle gate in the lots to get snow removal equipment in and out of the parking lots.
 - a. Would involve demolition of curb to help with drainage, etc.
 - b. Could be installed near future QTA facility, MOT does not want to lose parking spaces in premium lot.

D. There needs to be better exit signage.

E. Rental Cars

1. MOT noted that the semi-truck that delivers vehicles to the rental car lots has a hard time maneuvering into and out of the area.
 - a. Report should note that turning movements for semi-trucks should be run for any entrance and exit points during the design phase.
 - b. Stephen noted that the exit onto Terminal Road would also be tight for semi-trucks.
2. Rentar car companies currently manage the situation well, so adding semi-truck access does not need to be a high priority.

F. Location of snow piles should be considered – do the entry and exit points have impacts on snow removal operations?

1. MOT to provide a figure to SEH showing the location of snow piles.

VI. Next steps

A. Finalize Improvement Concepts

1. Meeting Minutes to be provided to all stakeholders.
2. Allow 1 week for additional comments in writing.
3. Will schedule an additional meeting to discuss feedback if necessary.
4. Concepts will be finalized after the final round of comments.

B. Study report (draft and final)

1. Final report and concepts will be shared with stakeholders, as well as FAA and NDAC.

cjb

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Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES





Terminal Roadway Planning Study

Minot International Airport (MOT)



Building a Better World for All of Us®

Page 613 of 640

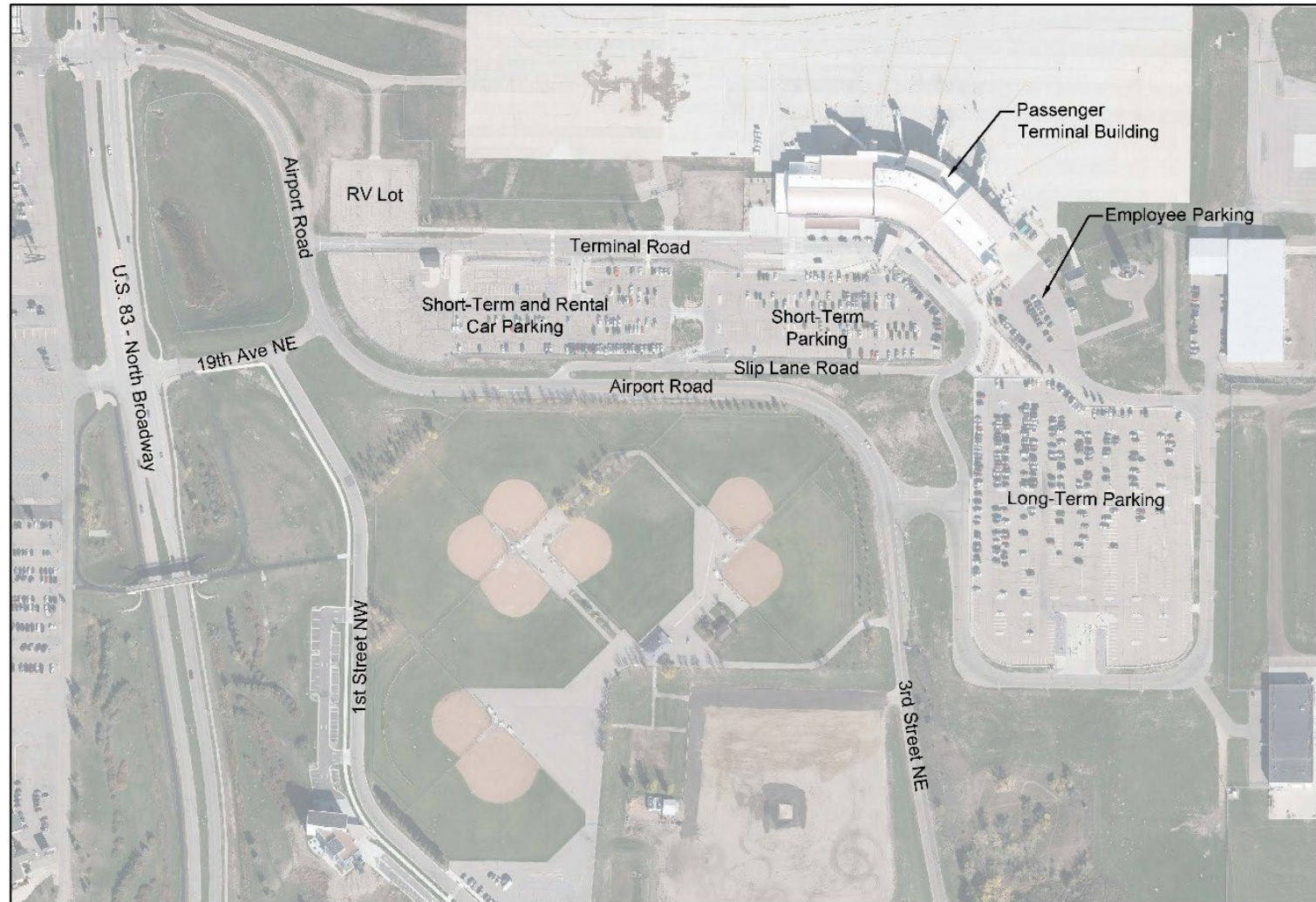
Agenda

- Project Overview
- Existing Site Conditions
- Issues & Needs
- Alternatives Analysis
- Implementation Plan

Project Overview

- **Objective:** Informed Decision Making
- Existing system causes safety and efficiency concerns
- Recommendations to help plan for future infrastructure and/or geometric improvements
- Project Team Included:
 - MOT Airport Team
 - City of Minot Traffic Engineer
 - Airport Stakeholders
 - FAA and NDAC

Existing Site Conditions



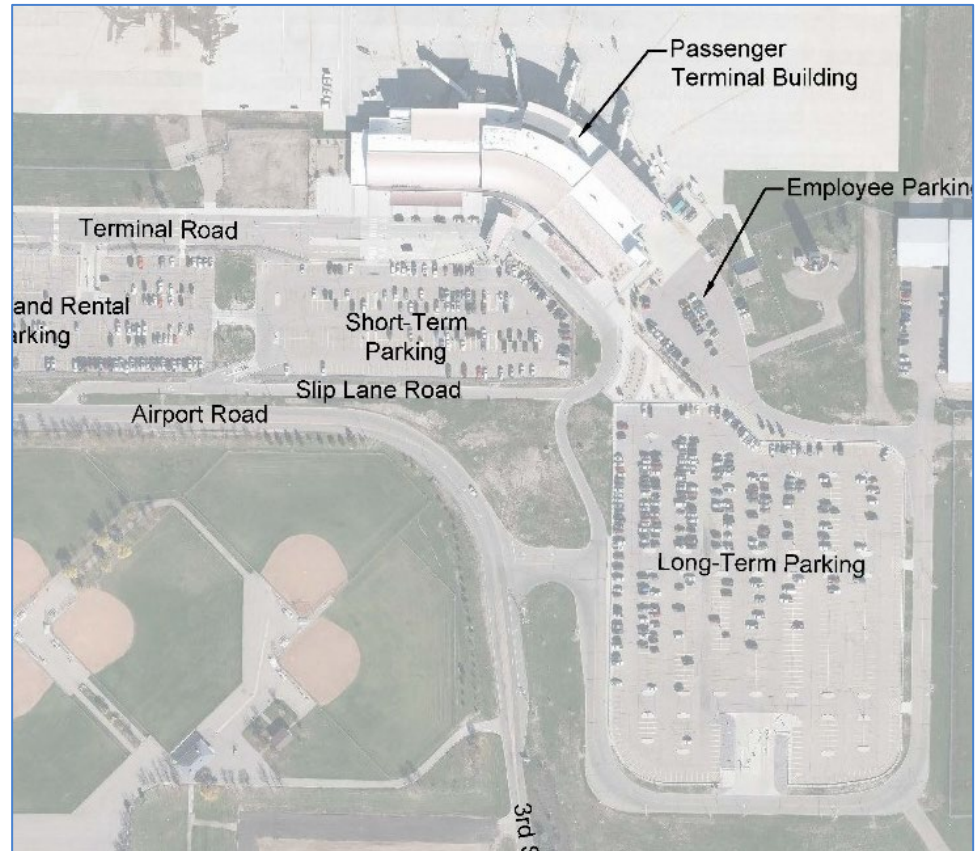
Issues & Needs

- Airport Access
 - Too many access points, with combinations of specific destinations
 - Wrong way traffic on Terminal Road



Issues & Needs

- Airport Access
 - “Slip Lane Road”
 - No access from traffic arriving from East / South
 - Difficult for snow removal
 - “S-Curve” Entrance
 - Large backups during busiest hours
 - Difficult geometry
 - Large amount of information in quick succession



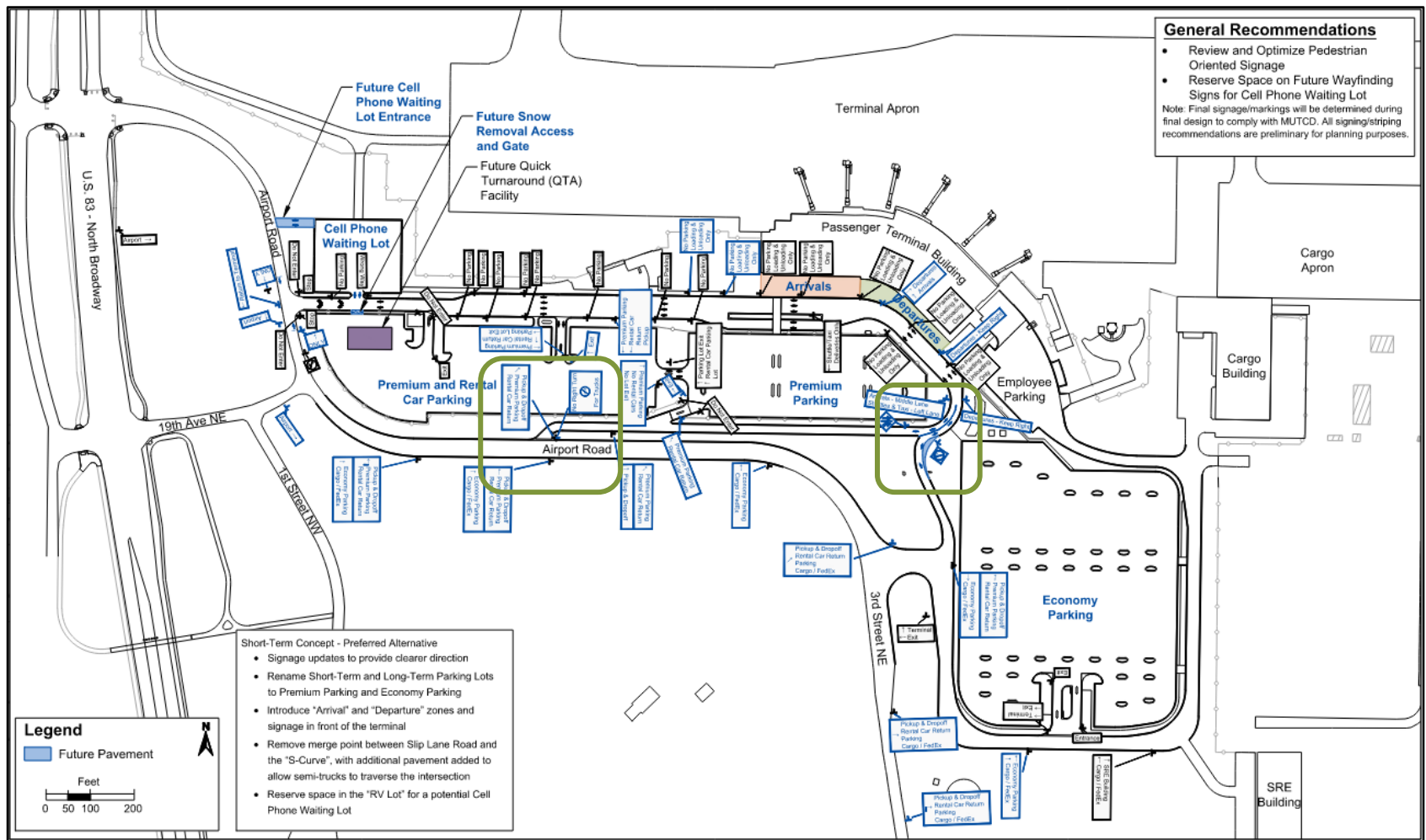
Issues & Needs

- Parking Lots
 - Naming Confusion
 - Short-Term & Long-Term
 - Rental Car Lot combined with Short-Term Lot
 - Rental Car Entrance
 - No Cell Phone Lot
 - Circling traffic, parking in non-designated areas

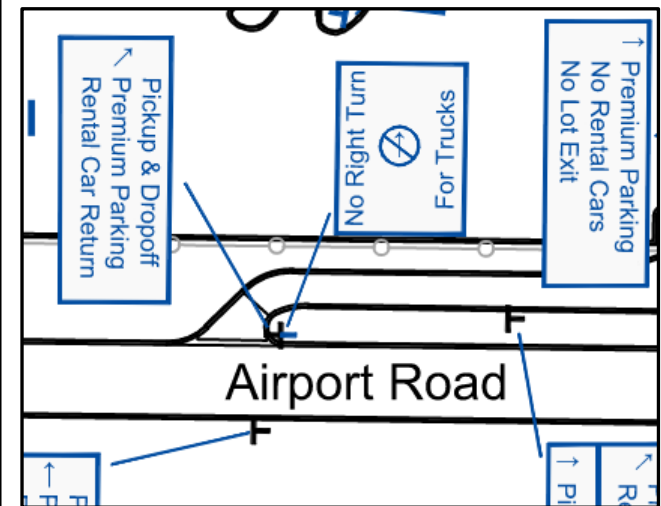
Alternatives Analysis

- Short-Term Concept
 - Smaller, cost-effective measures
 - Easier to implement
 - Quickly address safety issues
- Medium-Term Concept
 - Larger, costlier measures
 - Implementation can depend on short-term concept effectiveness
 - May require additional planning, investment
- Long-Term Concept
 - Additional large, geometric changes
 - Builds on Medium-Term Concepts

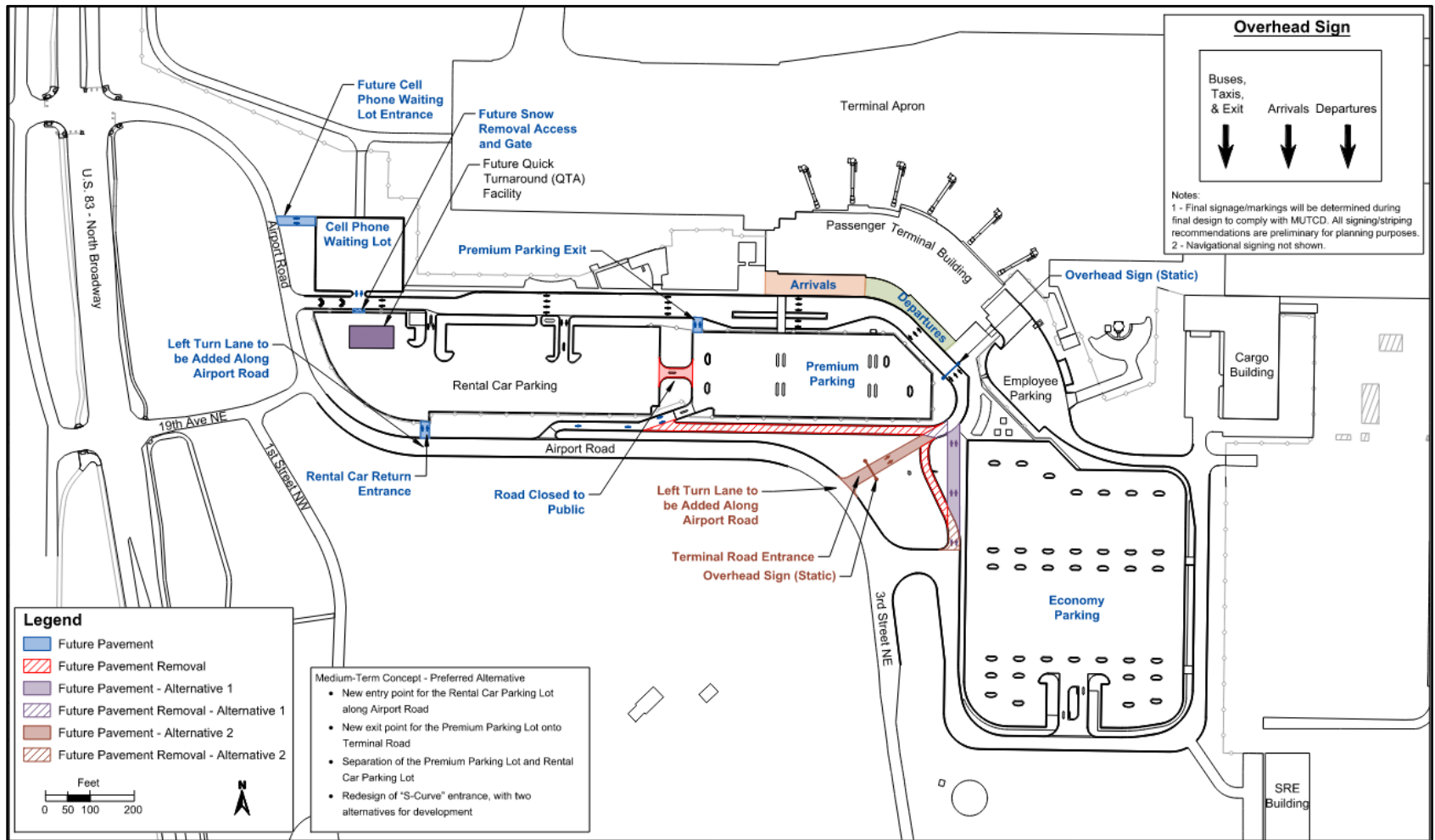
Short-Term Concept



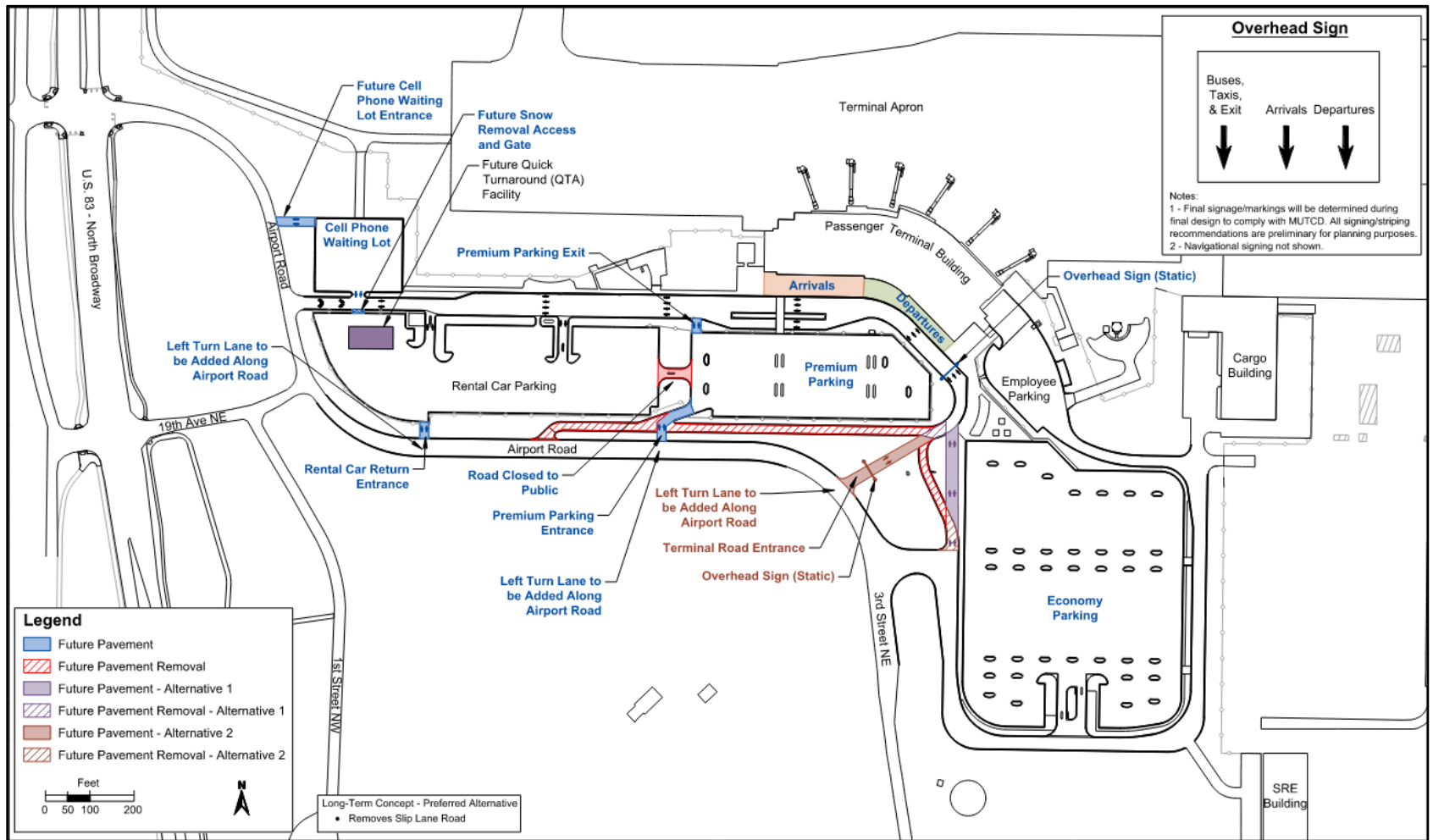
Short-Term Concept Highlights



Medium-Term Concept



Long-Term Concept



Implementation Plan

- Cost Estimates
 - Planning Level
 - Cost assume project will meet federal requirements
 - Short Term Concept - \$250,000
 - MOT has discussed completing portions of this concept without federal funding
 - Medium-Term Concept - \$300,000
 - Long-Term Concept - \$100,000

Implementation Plan

- Funding Sources
 - FAA Grants
 - Restricted to non-revenue generating areas
 - FAA typically funds projects at 90%
 - NDAC Grants
 - Typically will fund 50% of the cost of airport development projects
 - NDAC also covers 50% of the local share of FAA funded projects
 - Local Funds
 - Rental Car Customer Facility Charges (CFCs)
 - Fee paid by airport customers
 - Pays capital costs associated with rental car improvements, operating expenses
 - Needs to be used for benefit of rental car industry

Implementation Plan

- Proposed Schedule
 - Short-Term Concept – 2025
 - Airport may move forward with signage and marking changes only
 - Medium-Term Concept – potentially 2026
 - Earliest possible date
 - Airport to monitor driver and passenger behavior changes
 - Can push project later, opt into smaller phases
 - Long-Term Concept – Beyond 5-year period
 - Continuously evaluate need for implementation
 - Implemented when appropriate, adequate funding



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: July 7, 2025

SUBJECT: LOCAL PREFERENCE FOR BIDDING CONSTRUCTION PROJECTS

I. RECOMMENDED ACTION

This is an informational item with no recommendation for Council.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

At the April 7th, 2025, Council meeting, public works staff awarded a bid for watermain replacement that generated discussion around a local preference for construction project bidding. Staff was directed to review bidding policies and see if a provision for a local preference could work for bidding City projects.

B. Proposed Project

Public Works has created a presentation to provide some background on project bidding, review local preference bidding in other communities and additional info for further discussion.

C. Recommendation Detail

Staff's intent with this presentation is to provide background to the Council. With this information, staff can work with the Council to address any concerns or changes the Council would like to make.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

Any changes to project bidding will potentially have impacts to construction projects and costs.

C. Fiscal Impact

There is no fiscal impact at this time. However, some proposals for local preference could lead to increased construction costs.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A



LOCAL BIDDING PREFERENCE FOR CONSTRUCTION PROJECTS

Should Minot have a Local Preference for Bidding Construction Projects?

History

- Over \$23 million spent on watermain replacement since 2012
- “Non-local” contractor has been low bidder on three projects
- Awarding to the lowest bidder saved \$1,015,723.75

Local Preference in Action

Locally

- No other ND cities utilize a local preference for construction projects
- State Law allows local preference as a tie breaker for procurement

Nationally

- Local Business Entities (LBE) receive a percentage-based advantage
- Many entities cap the benefit at a dollar amount (\$25,000)
- Benefit is weighted depending on certain factors
 - Proximity
 - local hires
 - past project experience
- LBEs can match the lowest non-local bid if within 4% of dollar amount

Local Business Entity

- Place of business within a certain distance for at least 12 months
- Licensed to do business in Minot, and is in good standing
- Minimum % of employees that reside in Minot or within a certain distance
- Has not been debarred, suspended or disqualified from bidding state or local projects



Steen

Wagner

Kemper

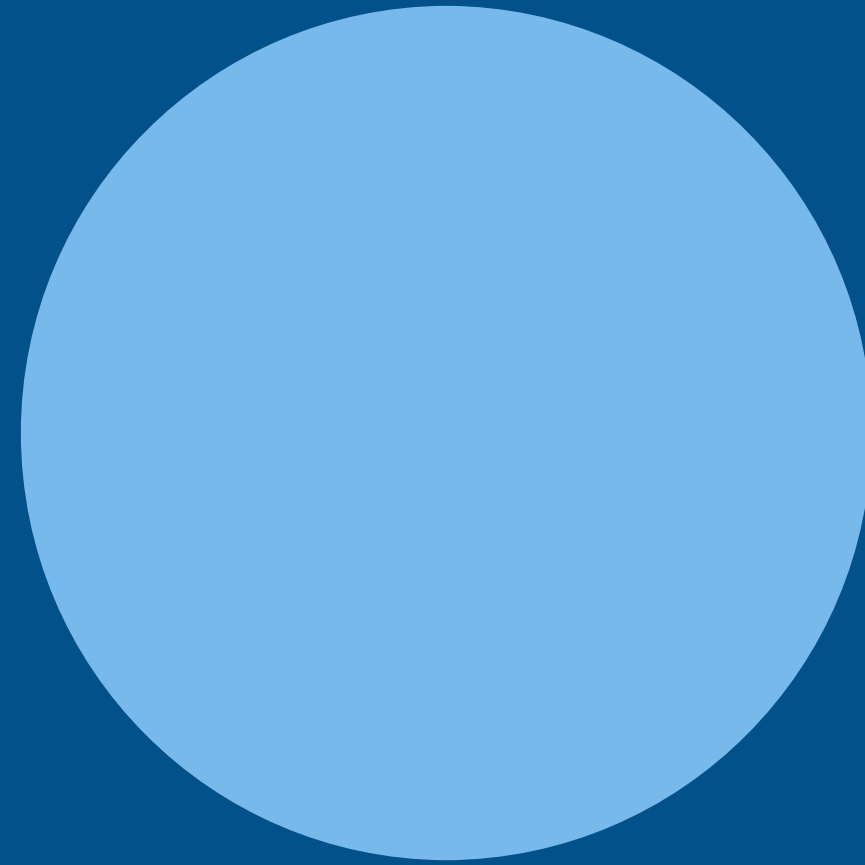
Knife River

Post

Dig It Up

Imagery © 2025 Airbus
Satellite Imagery Technologies

Google Earth



QUESTIONS?





TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: July 7, 2025

**SUBJECT: CHARITABLE GAMING SITE AUTHORIZATION POLICY -
DISCUSSION ONLY**

I. RECOMMENDED ACTION

Review and consider whether the Council wants to impose additional restrictions on charitable gaming site authorizations.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

Mikayla McWilliams, City Clerk, 701-857-4752

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The 2025 legislative assembly passed [HB 1615](#) - which allows cities to exercise more discretion than is currently allowed under state law for charitable gaming site authorizations. In order to accomplish this, the city would need to adopt a policy that has been open for public comment. Present City Ordinances regulating gaming site authorizations are found under Division 10, Article III (Specific Businesses and Occupations), Chapter 18. See [Minot City Ordinance Sec. 18-186](#).

B. Proposed Project

The North Dakota League of Cities (NDLC) has released a charitable gaming site authorization model policy (attached). The NDLC produced this policy as an example to help cities get started - but adopting this policy (or any policy) - is optional.

C. Recommendation Detail

Staff is providing this information to the Council for its consideration, discussion, and direction. For the record, staff has not received any complaints about its current site authorization process. This topic is only being brought to the Council's attention because of the change made to state law that allows cities to exercise more discretion in this area.

IV. IMPACT

A. Aspirations

This aligns with the Council's 'resilient and prepared' aspiration.

B. Service/Delivery Impact:

As noted by the NDLC, overly strict language could make it difficult for new charities that support regional causes to operate in the City, and it could prevent new charities from setting up gaming sites in the City.

The law continues to prohibit cities from dictating how charities spend their money, requiring specific charities to operate at a particular site to be eligible for site authorization, and denying a charity a site authorization simply because they have not conducted gaming at that site before.

C. Fiscal Impact

No fiscal impact to City of Minot - but potential fiscal impact for charities seeking gaming site authorizations if they are not approved.

Project Costs

Staff time to research and draft policy.

Project Funding

Staff time to research and draft policy.

VI. ALTERNATIVES

Option 1: Direct staff to prepare a charitable gaming site policy for the Council's consideration. If this option is chosen, please provide staff any specific direction the Council would like included in the policy.

Option 2: Elect not to prepare a charitable gaming site policy. If this option is chosen, site authorizations will proceed as they always have.



Charitable Gaming Site Authorization Model Policy Introduction

Starting **August 1, 2025**, if your city wants to have stricter rules than state law about denying applications for charitable gaming site authorizations, your city must create and adopt a written policy for issuing these authorizations.

Before your city can officially adopt any such policy, you **must allow for public input**. This means the policy needs to be an item on a city governing board meeting agenda, open for public comments.

Understanding the Model Policy from the NDLC

The North Dakota League of Cities (NDLC) has created a model policy to help cities get started. Keep in mind that adopting this, or any, policy is optional.

- **Provisions 1-6** of the model policy offer a more detailed process for handling site authorization applications than what's currently in state law.
- **Provisions 7-9** deal with creating a "local nexus" (or local connection) requirement for charities. As drafted this requirement would apply to charities that haven't conducted gaming in a specific site in the city before August 1, 2025. The model policy provides starting language, but each city needs to customize it to fit its unique needs.

Important Considerations for "Local Nexus" Requirements

When considering a local nexus requirement, cities should be aware that overly strict language could:

- Make it difficult for new charities that support regional causes to operate in your city.
- Prevent other new charities from being able to set up gaming sites in your city.

It is crucial for city governing board members to collaborate with community members, charities, and site owners to develop a policy that works best for everyone.

What Cities Still Cannot Do

The law continues to prohibit cities from:

- Dictating how charities spend their money.
- Requiring a specific charity to operate at a particular site to be eligible for a site authorization.
- Denying a charity a site authorization simply because that charity has not conducted gaming at that site before.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

City of _____

Charitable Gaming Site Authorization Policy

Public Hearing Date: _____

Policy Approval Date: _____

(Click [Here](#) to Download Microsoft Word File)

It is the intent of the city to fairly administer granting charitable gaming site authorizations to eligible charitable organizations. In furthering the goals of transparency and fairness, the city will follow the following policy for processing applications for site authorizations.

1. **Submission Deadlines.** Application packets for the city to consider issuing a site authorization must be submitted at least two weeks before the regular meeting that the applicant would like the site authorization to be considered at. The city is not required to, but may, call a special meeting for consideration of an application for a site authorization.
2. **Eligible Organization Definition.** An eligible organization for consideration is defined in NDCC § 53-06.1-01(9).
3. **Application Packet.** An application for approval of a site authorization must include:
 - a. a completed ND Office of Attorney General Gaming Site Authorization Form (SFN 17996). The city may request a copy of the eligible organization's Internal Control Manual before approving the site authorization for more information about the game types to be conducted;
 - b. for a site that is not owned by the organization applying for the site authorization, evidence of an agreement between the eligible organization and the site owner for use of the space that is only valid if the city issues the organization a site authorization;
 - c. if applicable, a site diagram showing the location of electronic pull tab machines and how the area is separated from where minors will be; and
 - d. one-hundred dollar fee.
4. **Site Limitation.** Each eligible organization may not have more than sites in the city. The site limitation does not apply to sites used only for raffles or sports pools conducted under a local permit.
5. **Site Authorization Effective Dates.** Charitable gaming site authorizations are valid from July 1 to June 30. A site authorization will not be granted for a site that has a current site authorization unless the current eligible organization with the site authorization relinquishes the site authorization in writing. The city will not revoke a site authorization based on a site being acquired by a different owner during the term of the site authorization. A city may waive the written relinquishment requirement upon a showing of good cause by the site owner. At the city's discretion, a public hearing may be held on whether good cause exists for the waiver.
6. **Adherence to Charitable Gaming Laws and Rules.** All eligible organizations applying for a charitable gaming site authorization must adhere to all North Dakota Century Code provisions and

North Dakota Administrative code provisions related to charitable gaming. The city may consult with staff from the North Dakota Attorney General's office to determine whether concerns exist regarding an eligible organization's compliance. Site authorizations may be denied for cause. The ND Attorney General's Office maintains final approval authority regardless of the position of the City.

Optional Provisions Related to Local Nexus

7. **Local Nexus Application Requirements.** In addition to the requirements under section 3, an eligible organization must submit:
 - a. documentation demonstrating eligible organization's charitable purpose;
 - b. documentation demonstrating the eligible organization's local nexus if the entity is applying for a site it did not conduct gaming at prior to August 1, 2025, and
 - c. impact statement outlining the impact the eligible organization has in the city.
8. **Local Nexus Required.** Any eligible organization applying for a site authorization at a site where the eligible organization did not conduct gaming prior to August 1, 2025, must have a local nexus to the city. A local nexus means:
 - a. the eligible organization's principal office for its charitable purpose is located in the city;
 - b. the eligible organization has an office serving its charitable purpose located in the city;
 - c. the eligible organization has at least 1 employee serving the charity's charitable purpose in the city; or
 - d. at least [REDACTED] member(s) of the board that makes decisions on how the eligible entity's charitable gaming proceeds are spent live(s) in the city.
9. **Regional Nexus.** If no charity applies for a site authorization that meets the requirements of local nexus above, charities that meet the same requirements as related to the city's region are eligible to meet the local nexus requirements for the application. The city defines its region as [REDACTED].