Regular City Council Meeting
Monday, August 4, 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

   4.2. CITY ATTORNEY'S REPORT

5. CONSENT ITEMS

   5.1. CITY COUNCIL MINUTES

   RECOMMENDED ACTION
   It is recommended City Council approve the minutes of the July 21, 2025, Special City Council meeting and July 21, 2025, Regular City Council meeting.

   5.2. ORDINANCES

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

   1. **Ordinance No 6103 - 2025 BA - 3rd St Bridge Repair**
   2. **Ordinance No 6104 - 2025 BA - Airport Southside Infrastructure**

   5.3. ADMINISTRATIVE APPROVALS

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

   1. **Independence, Inc. to conduct a raffle on August 7, 2025, at**

Citizens Alley (106 E Central Ave).

2. **Souris River Basin Longbeards to conduct a raffle on August 12, 2025, at Nola's Lounge (919 Burdick Exwy W).**
3. **Nedrose Cardinals Booster Club to conduct a calendar raffle on October 1-31, 2025, at Nedrose High School (5705 15th Ave SE).**
4. **Special Event Permit for Ebeneezer's (300 E Central Ave).**
5. **Special Event Permit for Saul's (105 1st St SE Basement).**
6. **Two Special Event Permits for Sports on Tap (220 S Broadway).**
7. **Four Special Event Permits for the Blue Rider (118 1st Ave SE).**
8. **Special Event Permit for Dakota Inn Trappers Lounge (2401 Elk Drive).**
9. **Special Event Permit for The Starving Rooster (30 1st St NE).**
10. **Special Event Permit for Bootlegrz (515 20th Ave SE Ste 2B).**

5.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION
It is recommended City Council approve the payroll for the period from June 15, 2025, through July 12, 2025, in the amount of $2,694,519.49 and the bills and transfers for July in the amount of $13,059,262.17.

5.5. AIRPORT LOA WITH EXECUTIVE AIR

RECOMMENDED ACTION
It is recommended City Council approve the attached LOA and allow the Mayor to sign the document on behalf of the City.

5.6. DEVELOPMENT AGREEMENT - GREAT PLAINS ADDITION LOT 1 (4944)

RECOMMENDED ACTION
It is recommended City Council approve the Great Plains Addition Lot 1 Development Agreement with Plains Real Estate Company LLC and authorize the Mayor to sign.

5.7. NDDOT UTILITY PERMIT - GREAT PLAINS ADDITION LOT 1 (4944)

RECOMMENDED ACTION
It is recommended City Council authorize the City Engineer to sign the NDDOT Utility Occupancy Permit.

5.8. MINOT AREA MEN'S WINTER REFUGE (MAMWR) SUBRECIPIENT AGREEMENT

RECOMMENDED ACTION
It is recommended City Council approve the subrecipient agreement with the Minot Area Men's Winter Refuge and authorize the Mayor to sign the

agreement.

5.9. 2025 STREETLIGHT LUMINAIRE PROCUREMENT (4908)

RECOMMENDED ACTION
It is recommended City Council award the bid for the 2025 Streetlight Luminaire Procurement to the low bidder, Burlington Electric, Inc., in the amount of $123,360.00 and authorize the Mayor to sign the agreement.

5.10. BUDGET AMENDMENT DISPATCH FOR OTHER PROFESSIONAL SERVICES

RECOMMENDED ACTION
It is recommended City Council approve the budget amendment to move funds of $4,000 from Vehicles and Equipment Repair to Other Professional Services on first reading.

5.11. SHIRLEY COURT STREETLIGHT IMPROVEMENT (4763)

RECOMMENDED ACTION
It is recommended City Council approve the plans and specifications and authorize a call for bids.

5.12. CASE #2025-40 - GLACIAL POINT 4TH ADDITION - MINOR PLAT

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

5.13. ONPOINTE INSIGHTS, LLC COMMUNITY SURVEY STATEMENT OF WORK

RECOMMENDED ACTION
It is recommended City Council approve the Statement of Work with OnPointe Insights, LLC and authorize the Mayor to sign.

5.14. APPROVAL OF 2026 PASS-THROUGH JAG GRANT APPLICATION AND SUB-AWARD TO DOMESTIC VIOLENCE CRISIS CENTER

RECOMMENDED ACTION
It is recommended City Council approve the Edward Byrne Justice Assistance Grant (JAG) application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

6. ACTION ITEMS

6.1. BUDGET AMENDMENT TO MOVE FUNDS TO MEDICAL PROFESSIONAL SERVICES

RECOMMENDED ACTION
It is recommended that the City Council approve the budget amendment of $5000.00 with funds shifting from the Materials & Supplies budget-46101 into the Other Professional Services-43300 budget on first reading.

6.2. CONCUR ON PURCHASE PRICE FOR FLOOD BUYOUT AT 1310 BURDICK EXPRESSWAY EAST FOR $1,001,000

RECOMMENDED ACTION
It is recommended City Council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement, along with the Addendum for advance payment of funds.

6.3. SALES TAX ORDINANCE AMENDMENT - PUBLIC SAFETY AMENDMENT

RECOMMENDED ACTION
It is recommended City Council review the three ordinances attached and provide direction to City staff. If the Council would like to select and pass an ordinance on first reading with amendments, staff can make those amendments and present the final draft at second reading.

6.4. CONCUR ON PURCHASE PRICE FOR FLOOD BUYOUT AT 420 15TH ST SE FOR $1,300,000

RECOMMENDED ACTION
It is recommended City Council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement.

6.5. CONCUR ON PURCHASE PRICE FOR FLOOD BUYOUT AT 709 W CENTRAL AVE FOR $335,000

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

6.6. BUDGET AMENDMENT FOR PROPERTY NUISANCE ABATEMENTS

RECOMMENDED ACTION
It is recommended City Council adopt the budget amendment on first reading.

6.7. RESOLUTION ADOPTING A NEW AGENDA-SETTING POLICY FOR REGULAR AND SPECIAL CITY COUNCIL MEETINGS

RECOMMENDED ACTION
It is recommended City Council pass and adopt the agenda-setting policy for Regular and Special City Council Meetings Resolution.

6.8. PERMISSION TO APPLY FOR INSPIRITUS GRANT

RECOMMENDED ACTION
It is recommended City Council approve the Fire Department to apply for the grant and authorize the Mayor to sign the endorsement letter.

6.9. CITY MANAGER TRANSITION - MUTUAL TERMINATION AGREEMENT

RECOMMENDED ACTION
It is recommended City Council approve the Mutual Termination Agreement and direct Human Resources to move forward with City Manager recruitment efforts.

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. MACEDC BIANNUAL PRESENTATION

8.2. RECOMMENDATIONS FROM THE ECONOMIC DEVELOPMENT PLAN REVIEW COMMITTEE

9. ADJOURNMENT

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

FROM: Harold Stewart, City Manager

DATE: August 4, 2025

City Manager:

The City Manager was out of office on paid time off (PTO) for the majority of the last two weeks and has nothing to report on this memo.

Engineering
City Engineer, Lance Meyer

Department Updates

- A working group has been developed to address the backlog of view obstructions throughout Minot.

Current Projects

- 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 required 404 permit from USACE was approved after a 7 month wait. The district will be brought to 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. The online survey to gather initial public comment on this project will be distributed this month.

2025 Capital Projects

- 16th Street Reconstruction – Park Construction has begun work on Phase 2 with the closing of the 11th Avenue and 16th Street intersection. The intersection is anticipated to be reopened mid-August. The stretch of 16th Street between Burdick Expressway and 11th Avenue is anticipated to be reopened in late August. 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 safety 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. 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 has been awarded and work will begin in mid-August.
- The NDDOT box culvert project under Broadway near the US 2 interchange will begin on August 4th. The work is anticipated to take two to three months to complete. Traffic will be head to head through the interchange area.

2025 Maintenance Projects

- 2025 Patching, Sidewalk, Curb & Gutter, and Street Improvement projects are all underway all over town. The majority of the work is nearing completion and in the restoration phase with the exception of work on 13th St SW and 25th St NW.
- Staff will be designing additional smaller projects and seeking quotes from contractors to utilize the budgeted street maintenance dollars.
- 2025 Microsurfacing project is complete except for permanent striping. Street Seal project is ongoing and will be completed within the next few weeks.
- 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 June, we saw modest growth in most of the statistics. The biggest jump was in car rentals. This is a little slower than our typical summer travel season bump. This may be attributed to the slow down of Canadian border crossings.

Staffing and Training

- ***Staffing*** –
  - Recruitment for one full-time vacancy in the Facilities department is underway.
  - 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 Ops Tech represent the Airport on this committee.
  - Full Scale Emergency Exercise – The airport held its full scale emergency exercise on June 13th, which included over 100 volunteers and numerous community partners. The exercise tested the capabilities of the airport and supporting agencies in the event of a real life emergency disaster.
  - Included After Action Review with key players and agencies
  - Fuel Spill Training – Provided by MOT and ARFF for staff and tenants
  - FAA Recurrent Wildlife Training – Conducted by Ops

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 320 (F-250) – Oil change service
  - Unit 340 (F-150) – Oil change service
  - Unit 319 (Skid steer) – Oil change service
  - Loaner Kubota Tractor – Borrowing from Street Department in place of Unit 303 for interim.
  - Paint Machine – Replaced bad hose.
  - Unit 317 (Cat Loader) – Plow attachment repaired from City shop
  - Unit 332 (Toro broom) – Replaced read tire
  - Unit 329 (MB1 Sander) – Annual service from City Shop.
  - Unit 312 (Epoke sander) – Annual service from City Shop. Waiting on parts to finish work on belt (est. Sept.)
- Airside Equipment –
  - Airside Electrical Generator – The radiator continues to have a slow leak. Airport staff are looking to see if it can be tied 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. Temporary windsock installed without a light and NOTAM issued. Intent is to have it replaced along with planned projects later this year.
- Terminal Equipment - N/A

Facilities

- *Commercial Terminal* –
    - LED Lighting Conversion – Completed LED conversion efforts in terminal through lighting grant.
    - Fire Panel – Bypass switch installed allowing for the ability to conduct fire drills.
    - 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.
    - Boiler #3 – Bad motor and controller. Repairs in work.
    - Boilers #1, 2, 3 – Replacement part installs in work.
    - Vestibules 1 and 3 – Looking at alternate solutions for air curtains for all vestibules now that new wiring has been pulled.
    - Terrazzo - Started bi-annual reseal of terrazzo flooring.
    - Security System - Uninterrupted Power Source (UPS) battery installed
    - Exterior Granite – Placed order for replacement granite.
    - ATM – Added electrical outlet to relocate ATM in hold room.
    - Jet bridge 4 – Removed bad electrical wire for CE floor to enable cab rotation.
    - Jet bridge 5 – Replaced cab door, door stopper with new rod.
- *General Aviation Terminal* -
    - LED lighting conversion completed.
    - Old water softener tank removed.
    - Carpet shampooed in hallway to FAA space.
    - Replaced broken heating duct for boilers.
- 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.
    - Removed bollards, cones, and signs upon completion of full scale exercise and parking lot maintenance.
    - Installed bollards to protect parking lot equipment.
    - Installed post guards in long term parking lot to protect electrical components.
    - Repairs made to damaged curbs around parking and roadway areas.
    - Placed fresh mulch surrounding parking lots.
    - Storm water Department came out to clean out pits.
- 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 has reached substantial completion. The need for additional erosion control measures have been discovered and will be completed in 2025.
    - Airfield Signage and Lighting - Ongoing replacements of faded and broken signs and lights.
    - Installed “Airport Property Signs” on fence line.
    - Mowing of entire airfield.
    - Sweeping of entire airfield in preparation of FAA Part 139 Inspection.

Community Engagement

- Social Media – The most popular Facebook post for the month was published on June 11, 2025. The post was part of a series leading up to the airport's training exercise on June 13, 2025. This post was a reminder that there would be a lot of activity with emergency responders around the airport.
- 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 Tours – Every Monday in June MOT has hosted the local Minot CLC classes for weekly tours. Their summer program is all about air travel.
- News –
    - Minot International Airport awarded $940K for new snow plow - June 17, 2025 https://www.kfyrtv.com/2025/06/17/minot-international-airport-awarded-940k-new-snow-plow/
    - Minot International Airport hosts emergency response exercise – June 13, 2025 https://www.kfyrtv.com/2025/06/13/minot-international-airport-hosts-emergency-response-exercise/
    - Airport emergency exercise tests local capabilities June 14, 2025 https://www.minotdailynews.com/news/local-news/2025/06/airport-emergency-exercise-tests-local-capabilities/

Inspections

- It should be noted the three BIG items in June (in no particular order):
    - FAA Cert Inspection
    - TSA Comprehensive Inspection
    - Full Scale Emergency Exercise

Incidents Reported

- June 30, 2025 – Individual fell down escalator during school tour.

Fire Department
Chief Kelli Kronschnabel

Fires reported in the month..... 12

- Structure Fires: 1
- Outside Rubbish/Vegetation Fire: 9
- Mobile Vehicle Fire: 2

2025 Monthly Fire Counts **Year to date Total: 71**

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
8	5	6	18	15	7	12					

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

Total incidents reported for the month: 454*

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
12	1	328	22	6	38	46	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 454 calls for service in July, including 328 EMS calls—another busy month serving the Minot community.

Beyond emergency response, our team stayed active with public outreach and training. We attended Kiddie Korral's Career Day, visited Trini Tots Daycare, participated in the State Fair Parade, and hosted car seat check events. Our crews also supported Miracle Treat Day at Dairy Queen, held ICS training for staff, and took part in numerous training sessions throughout the month.

A special moment this month: we celebrated the retirement of Captain Chris Aberle, honoring his years of dedication and service to the community.

And big news for our newest firefighters—Davin Hauser, Aiden Hall, and Jerad Aasen. All three completed their in-house Fire Academy and have officially started shifts on their respective battalions. We'll celebrate their achievements at a Graduation Ceremony on August 15 at 2:00 p.m. in Council Chambers.

Central Dispatch Report July 2025

2025 Monthly Call Counts

Emergency calls: 2,292

Non-Emergency calls: 6,657

Total calls: 8,863* (*July 1 - July 29)

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
9,667	7,283	6,238	10,827	10,318	12,261	8,863					

2025 Monthly Call Types (All Ward County Law Enforcement)

Traffic Stops	Domestics	DUI	Judicial Order Violation	Disorderly Conduct	Assist Public	Accidents	Welfare Checks
1,417	69	35	17	238	330	156	247

July 2025 Calls by Agency

Minot PD	Minot Fire	Trinity First Response	Ward County Sheriff	Highway Patrol	Minot Rural Fire	Total Ward County Agencies
3,791	471	982	2,337	57	79	8,166

Update from Margaret Haugan's office:

July marked another month of growth and dedication for the Minot Central Dispatch team.

The North Dakota State Fair brought a surge in activity, with 493 calls for service handled during the fair alone (July 18–26). Dispatchers operated both from our primary communication center and from an on-site communication trailer—ensuring consistent, responsive coverage throughout the event. A huge thank you to the team for their adaptability and professionalism during one of the busiest stretches of the year.

We're excited to announce that Ashleigh Lonis has been promoted to Shift Supervisor. Please join us in congratulating her on this well-deserved achievement!

Two new dispatchers, Larkyn Pletcher and Monica Gutierrez, have joined the team. They'll begin 4–6 weeks of in-house training before transitioning to the floor alongside our experienced staff. Welcome aboard! Finally, we recognize and thank Elizabeth Sorensen for her 15 years of dedicated service to Minot Central Dispatch. We wish her all the best in her next chapter.

As we move into August, training and development remain a top priority, and our team remains committed to providing calm, capable support behind every call.

Public Information

Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

- Jennifer Kleen continues to navigate the City's budget cycle, wrapping up departmental budget videos and preparing for upcoming budget meetings. She remains responsible for coordinating the broadcasting of all City meetings and events. Lately, she has also focused on a consistent public push to remind citizens about the upcoming August 5 election.

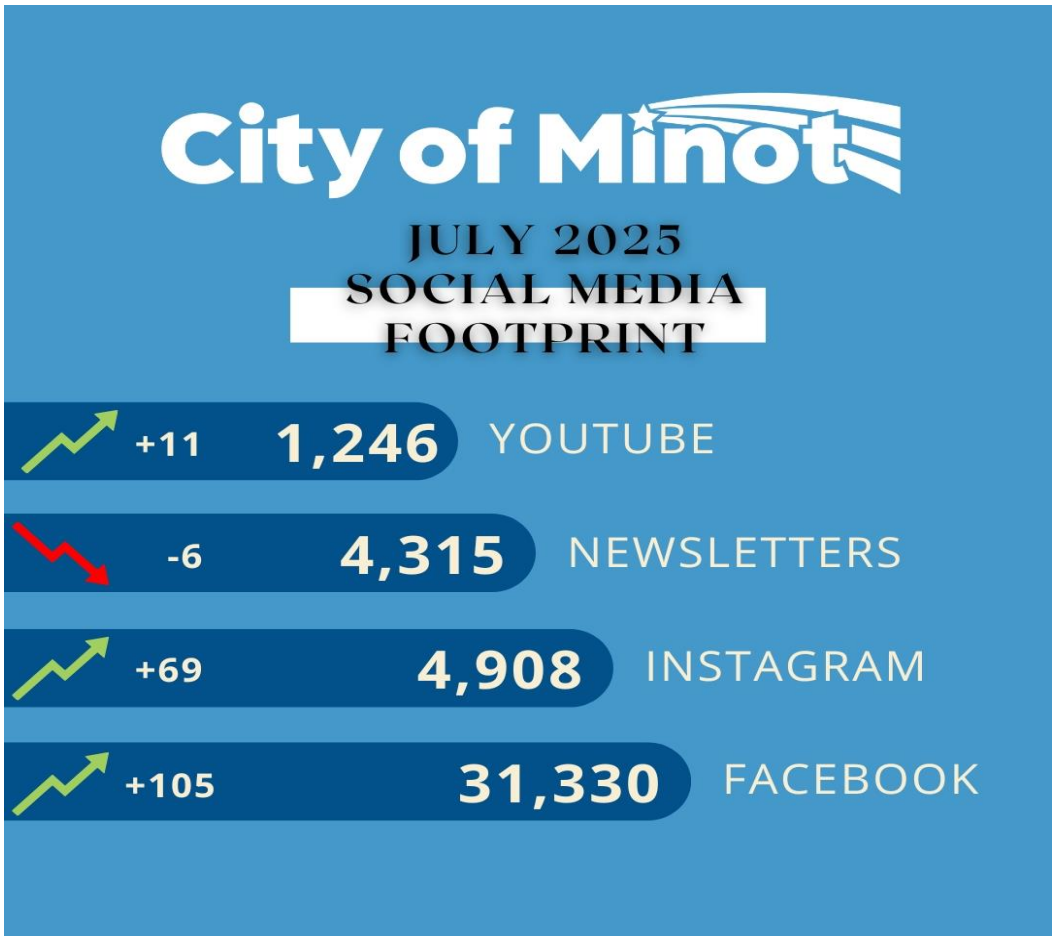
- The nearly $20 million Puppy Dog Coulee storm water project is still underway. Bryan Obenchain continues to attend weekly construction meetings to stay up to date on the project and provide timely public updates as construction progresses and shifts locations.

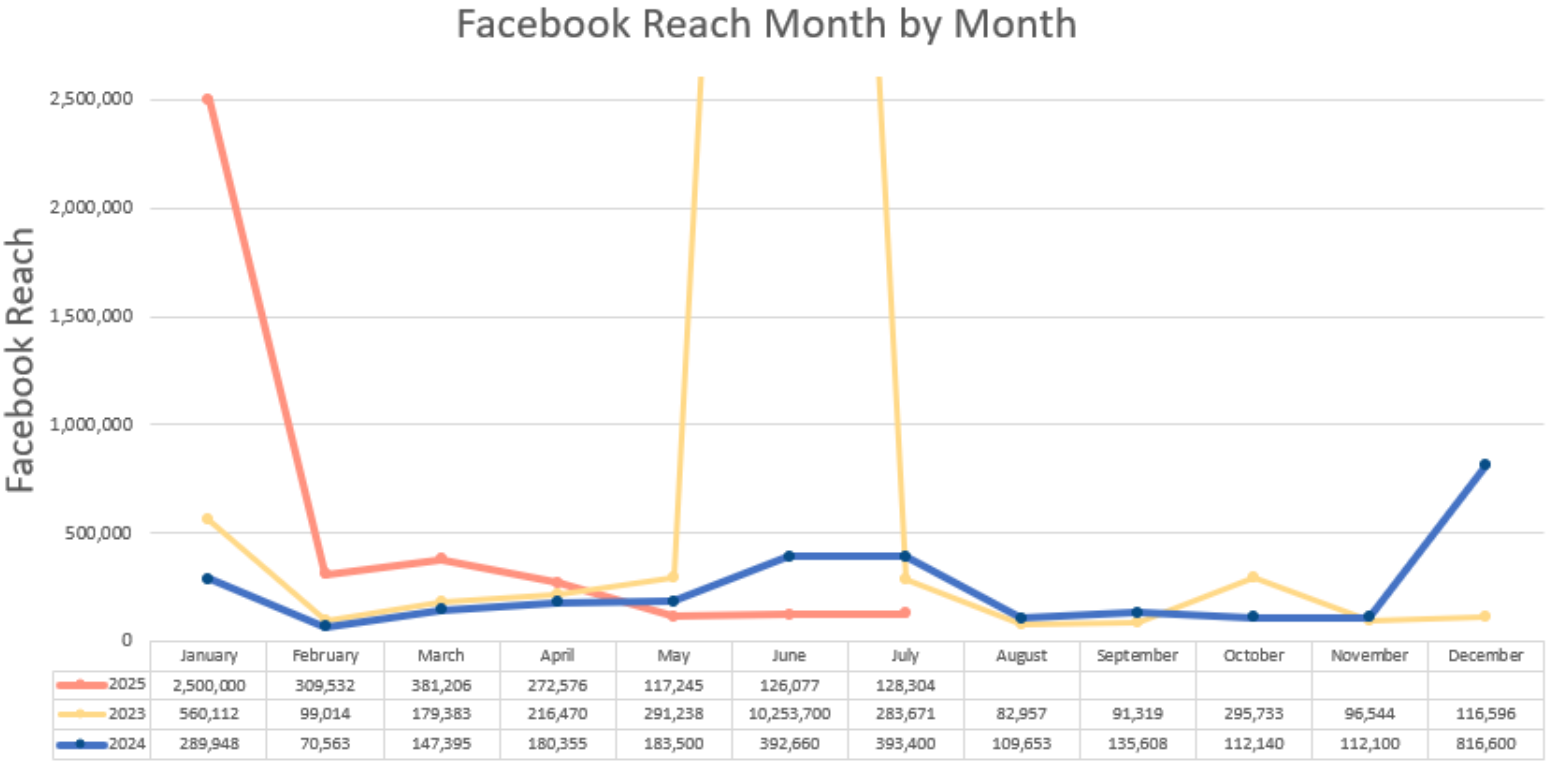
- Bryan has been placing a strong emphasis on updating the public about the status and completion timelines for various construction projects across Minot, including a major water line replacement in northwest Minot, road resurfacing along North Broadway frontage road, and street sealing citywide. He also shares regular updates on the 16th St SW reconstruction, which continues to affect Burdick Expressway West and 16th St NW.

- All members of the PIO office work with City departments to ensure timely public information is shared across social media, the City website, and Jennifer's podcast, which continues to feature bi-weekly discussions with City officials about upcoming Council agenda items.

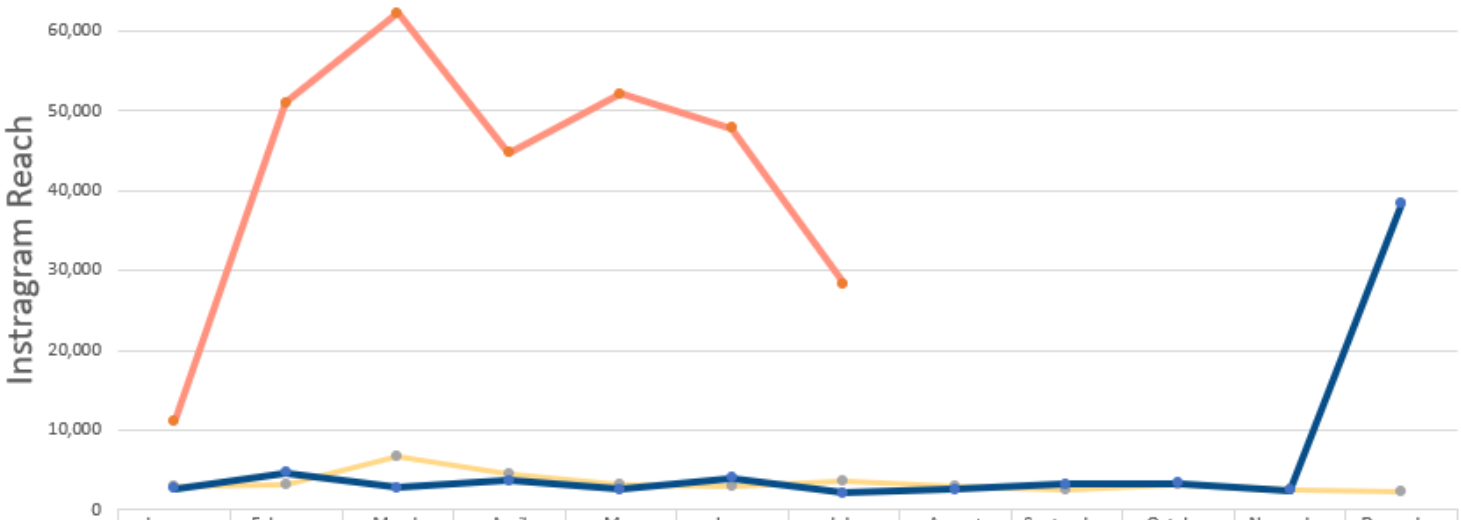
- Bryan attends weekly construction and Public Works superintendent meetings to stay informed about developing projects. These meetings provide insight and generate content ideas for stories and social media updates.

- All three members of the PIO team monitor and engage with the public across City social media channels, responding to questions and concerns with accurate, up-to-date information. Their efforts are supported by staff from other departments who help provide facts and updates.


City of Minot
JULY 2025
SOCIAL MEDIA
FOOTPRINT
+11
1,246
YOUTUBE
-6
4,315
NEWSLETTERS
+69
4,908
INSTAGRAM
+105
31,330
FACEBOOK

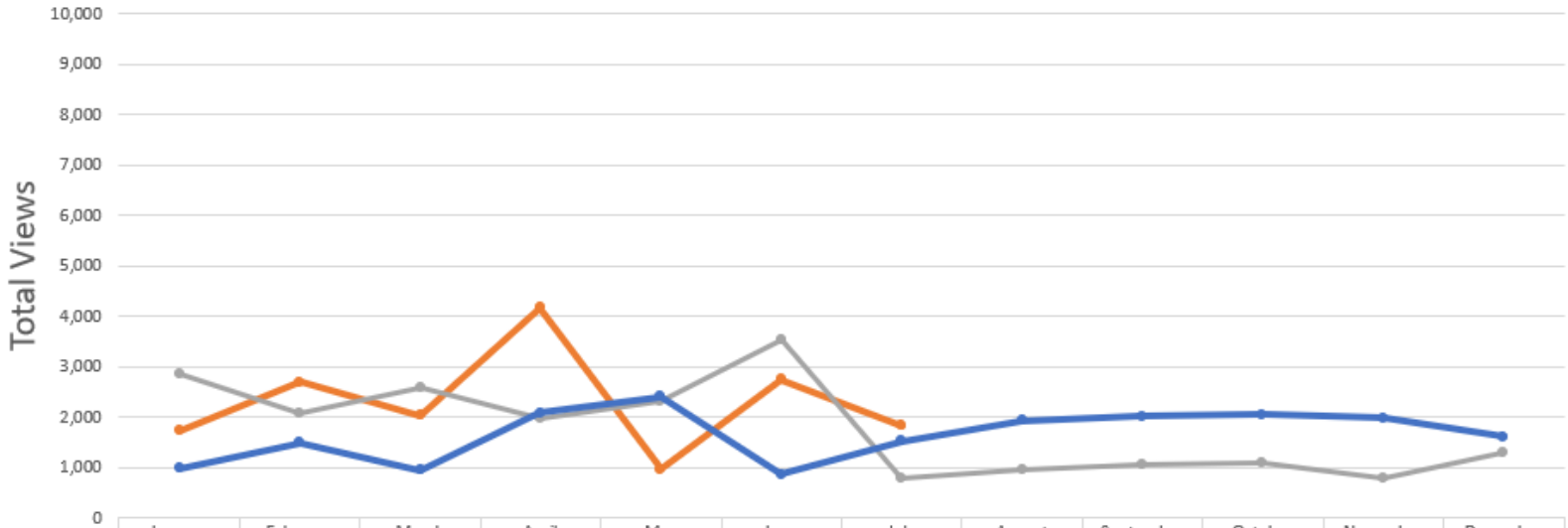

Facebook Reach Month by Month
Facebook Reach
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
January February March April May June July August September October November December
2025 2,500,000 309,532 381,206 272,576 117,245 126,077 128,304
2023 560,112 99,014 179,383 216,470 291,238 10,253,700 283,671 82,957 91,319 295,733 96,544 116,596
2024 289,948 70,563 147,395 180,355 183,500 392,660 393,400 109,653 135,608 112,140 112,100 816,600

Instagram Reach Month by Month



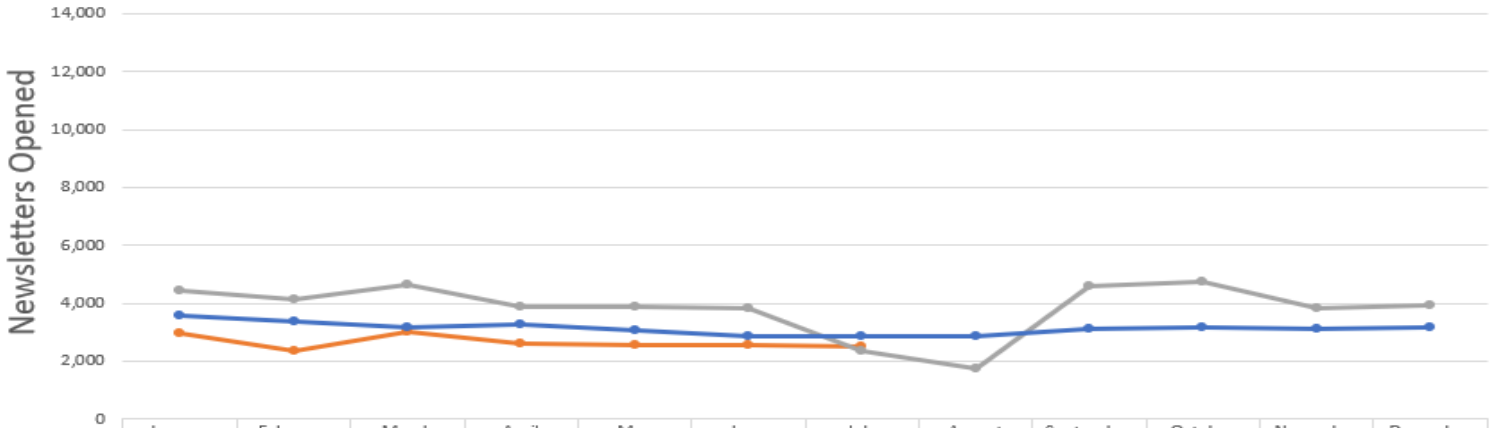
	January	February	March	April	May	June	July	August	September	October	November	December
2025	11,123	51,005	62,239	44,800	52,101	47,793	28,367					
2023	2,875	3,211	6,755	4,560	3,085	3,041	3,660	3,010	2,591	3,201	2,518	2,258
2024	2,685	4,704	2,749	3,642	2,549	3,975	2,152	2,528	3,235	3,304	2,500	38,500

YouTube Views Month by Month



	January	February	March	April	May	June	July	August	September	October	November	December
2025	1,728	2,697	2,038	4,181	972	2,745	1,843					
2023	2,854	2,096	2,575	1,988	2,321	3,523	796	947	1,054	1,108	798	1,302
2024	996	1,494	950	2,085	2,415	864	1,525	1,934	2,022	2,054	1,988	1,615

Newsletter Opens Month by Month



	January	February	March	April	May	June	July	August	September	October	November	December
2025	2,994	2,339	3,017	2,600	2,553	2,542	2,524					
2023	4,467	4,157	4,664	3,895	3,872	3,812	2,342	1,765	4,618	4,741	3,830	3,921
2024	3,603	3,358	3,162	3,272	3,052	2,856	2,892	2,868	3,112	3,156	[illegible]	[illegible]

Public Information

Public Safety Information & Outreach Officer – T Kvigne

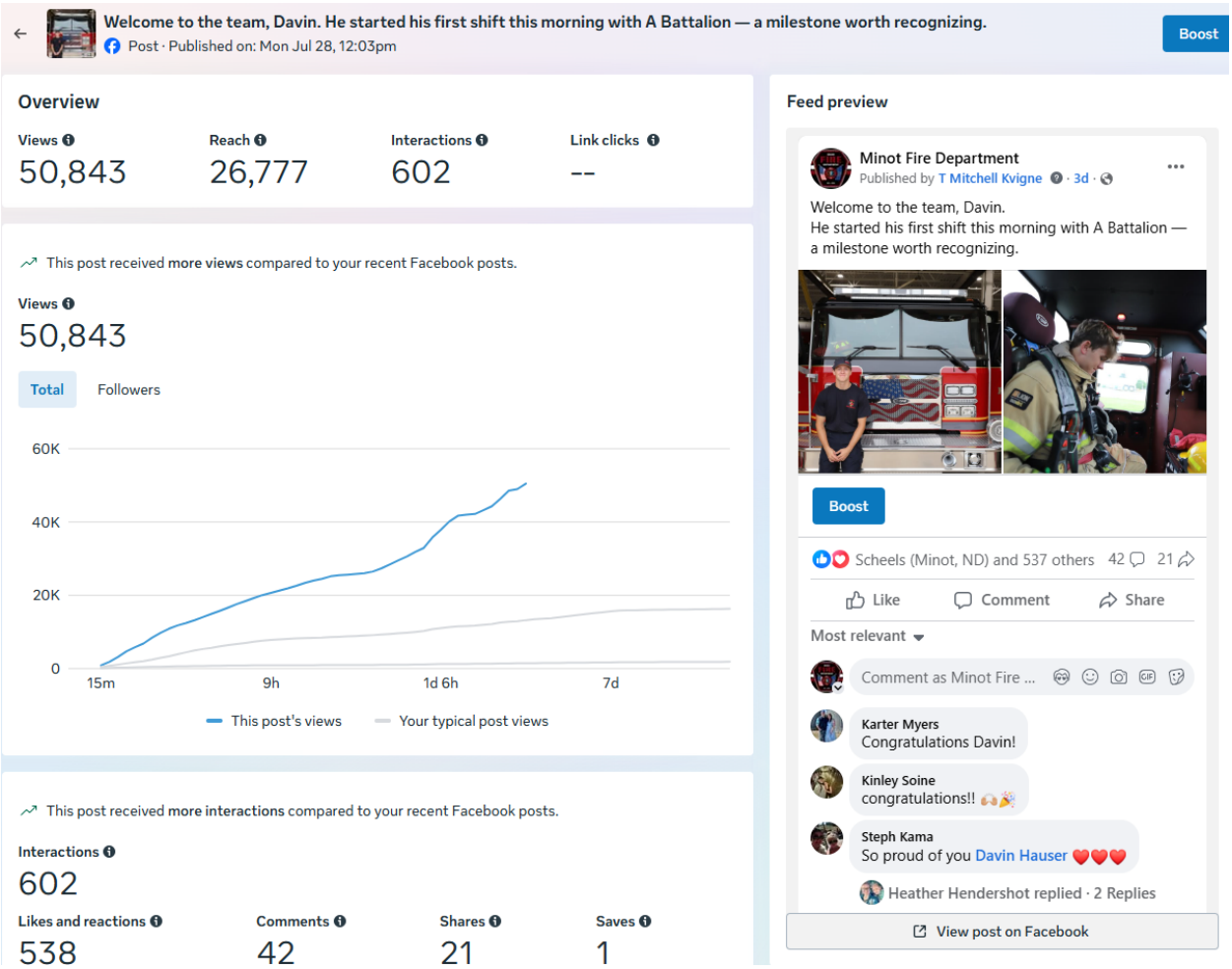
<u>Fire Department</u>

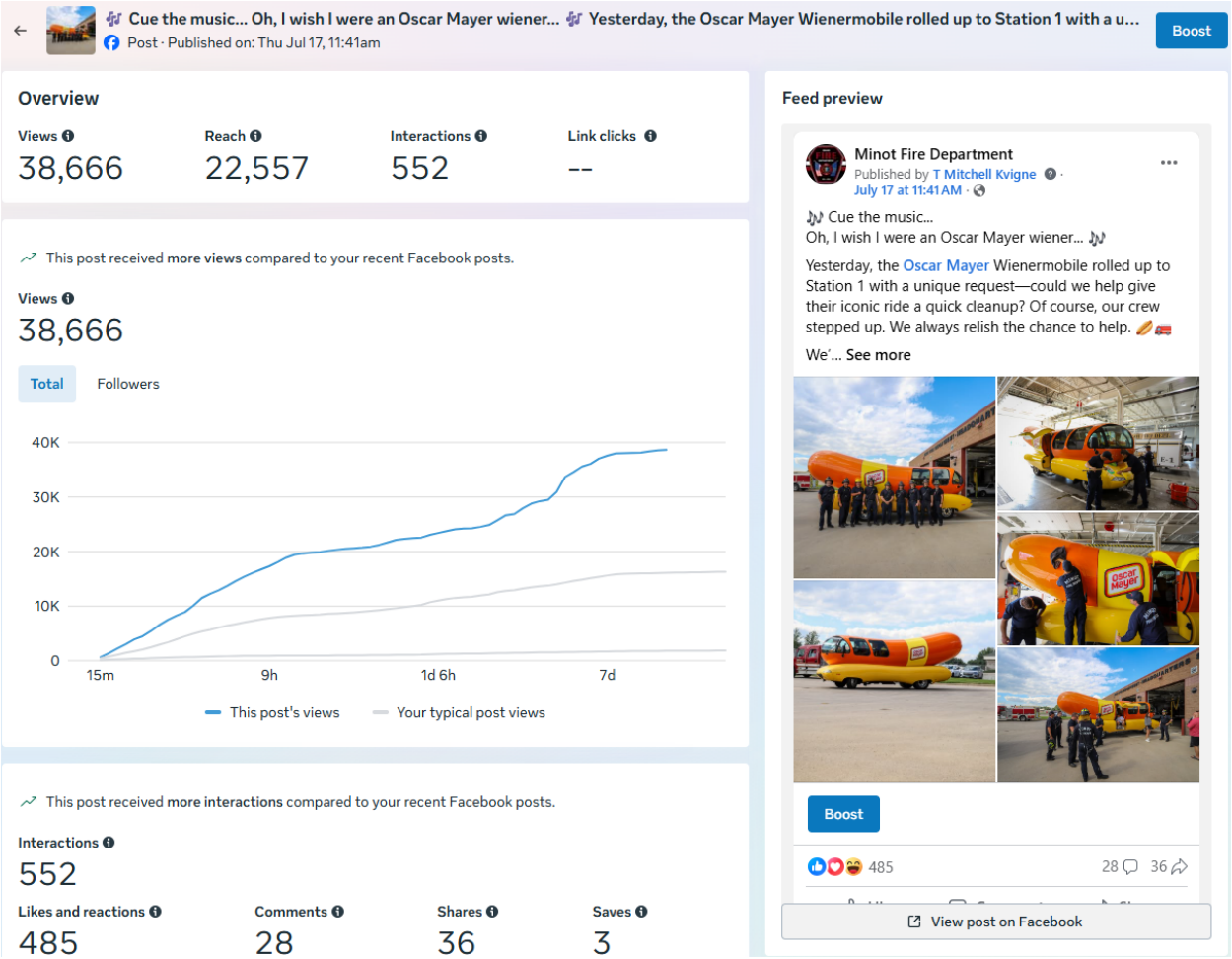
Current Follower counts

- **Facebook**
  - **5,380**
- **Instagram**
  - **369**
- We sent out one media release for Capt. Chris Aberle's retirement party.

- In June we gained 116 new Facebook followers, 9 new followers on Instagram. Our total Facebook reach was 51,641 which is down from slightly from June. We amassed 180,969 views on Facebook, an increase of 3% from June. Our Instagram had a reach of 1,374 and 4,268 total views, both an significant increase from June.

  Our top performing posts for Facebook:





<u>Police Department</u>

Current Follower counts

- **Facebook**
  - **24,241**
- The following media releases were issued:
  - Tuesday July 1 – Felony arrest following crash
  - Tuesday July 15 – Arrest after accidental self shooting
  - Thursday July 24 – Early morning shooting arrest
  - Tuesday July 29 – Two separate bicycle/vehicle accidents
- Our Facebook reach for the month was 197,589 (a 1.2% increase) with a total number of views at 1,151,087 (a 14.1% decrease) we also gained 306 new followers. We had 31,276 visits to our Facebook page.

- Our top performing posts (not including media releases) for July are attached below: Speed limit reduction by the fairgrounds, K9 Caspian grandstands search post, Katherin Guzman first shift post.

The North Dakota State Fair is rolling into town—so are the crowds, the funnel cakes, and the mini donuts. Just a heads-up: the speed lim...
Post · Published on: Wed Jul 16, 12:04pm

Boost

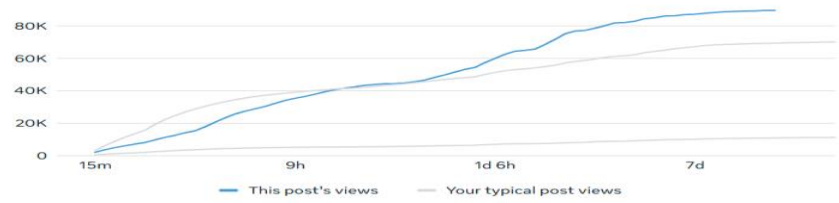
Overview

Views	Reach	Interactions	Link clicks
89,627	55,004	404	--

This post received more views compared to your recent Facebook posts.

Views
89,627

Total | Followers



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

Interactions
404

Likes and reactions	Comments	Shares	Saves
324	11	66	3

Feed preview

Minot Police Department
Published by T Mitchell Kvigne · July 16 at 12:04 PM

The North Dakota State Fair is rolling into town—so are the crowds, the funnel cakes, and the mini donuts.

Just a heads-up: the speed limit on Burdick Expressway near the fairgrounds is now 25 MPH.

Our friends on The City of Minot Traffic team just put up the signs, so consider this your official reminder: slow down, drive smart, and help keep fairgoers safe.... See more

View post on Facebook

Before Limp Bizkit takes the stage and the crowd starts rollin' in, K9 Caspian is out doing what he does best — sweeping the grandstands...
Post · Published on: Fri Jul 25, 6:41pm

Boost

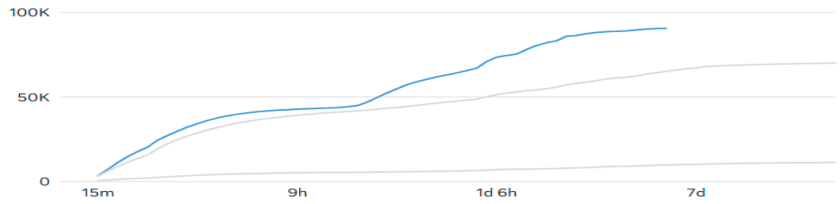
Overview

Views	Reach	Interactions	Link clicks
90,664	50,210	894	--

This post received more views compared to your recent Facebook posts.

Views
90,664

Total | Followers



This post received more interactions compared to your recent Facebook posts.

Interactions
894

Likes and reactions	Comments	Shares	Saves
845	37	8	4

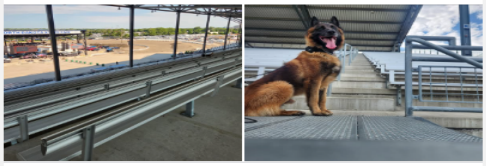
Feed preview

Minot Police Department
Published by T Mitchell Kvigne · 5d

Before Limp Bizkit takes the stage and the crowd starts rollin' in, K9 Caspian is out doing what he does best — sweeping the grandstands to make sure everything's clear.

Seems like a good time to play a little game of "Take a Look Around."

👀Can you spot Caspian on patrol?... See more



Boost

845 | 37 | 8

Like | Comment | Share

Most relevant

Comment as Minot Polic...

Souris Valley Animal Shelter
👀Look at that good boy workin' hard! ❤️🐾
5d Like Reply Hide

View post on Facebook

Congratulations to Officer Katherine Guzman, who begins her first solo shift today after successfully completing 480 hours of training in...
Post · Published on: Thu Jul 3, 1:36pm

Boost

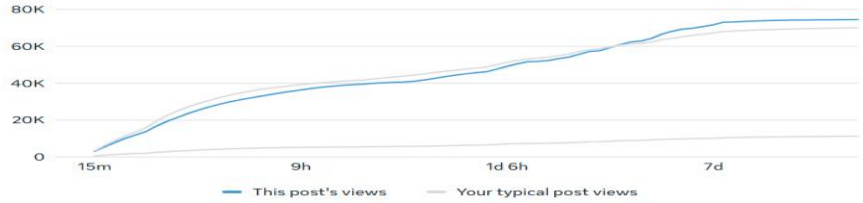
Overview

Views	Reach	Interactions	Link clicks
74,766	39,069	1,443	5

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

Views
74,766

Total | Followers



This post received more interactions compared to your recent Facebook posts.

Interactions
1,443

Likes and reactions	Comments	Shares	Saves
1,319	110	13	1

Feed preview

Minot Police Department
Published by T Mitchell Kvigne · July 3 at 1:36 PM

Congratulations to Officer Katherine Guzman, who begins her first solo shift today after successfully completing 480 hours of training in the Field Training Program! 🎉

Her training included three phases and hands-on experience across all shifts to prepare her for duties as a patrol officer. Now assigned to the day shift, Officer Guzman is ready to protect and support our community's residents, businesses, and visitors.

This is an exciting milestone in her law enforcement jo... See more

Boost

1.3K | 110 | 14

Like | Comment | Share

Most relevant

Comment as Minot Polic...

View post on Facebook

Date: August 1, 2025
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (August 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 August 4, 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 to discuss negotiating strategy and provide negotiating instructions to the City's counsel.

August: The City held an executive session on July 21 to discuss negotiating strategy and provide negotiating instructions to the City's counsel. A status conference remains on the calendar for 9am on March 30, 2026. Negotiations are ongoing and the discovery phase has commenced and will remain ongoing.

B. Other Civil Matters:

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

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Ryan Simatic

Current Status: 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.

August: A scheduling conference was held July 17, 2025. Liberty Sierra's counsel did not appear, and later submitted a letter apologizing for being late due to a technical issue.

A stipulated scheduling order was entered on July 29, 2025 setting various deadlines for discovery, the last of which affords the parties until October 15, 2025 to complete discovery on any expert witnesses. The Court will separately issue an order setting dates for a pretrial conference and trial deadlines. Discovery and negotiations are ongoing.

2. Josiah Roise v. City of Minot and Ward County

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: Federal Suit filed

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 several Ward County warrants seeking bomb-making materials. There are also several attachments referencing various state and federal statutes and case law.

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

3. Josiah Roise v. City of Minot Police Officers

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: Federal Suit filed

August: On July 16, 2025, the City was made aware of additional pro se pleadings filed by Josiah Roise in the United States District Court for North Dakota. These documents were filed on April 23rd, 2025 and again 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 what appears to be two separate encounters Minot Police Department Officers in 2019. The first incident appears to concern a traffic stop, and the second concerns an incident where law enforcement officers observed an open door at a local business late at night and made contact to ensure nothing was wrong. 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 (NDIRF), 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. **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.
   h. **City Pound:** Assistant City Attorney Schmitz is working with Minot Police Department on various City Pound Matters.
   i. **Fire Inspections:** Assistant City Attorney Schmitz is working with Minot Fire Department to develop a new inspection reporting process using a third-party contractor.
   j. **Children's Library Remodel Discussion:** Attorney Stalheim attended a meeting to assist with finalizing the library remodel contract.
   k. **Broadway Circle Agreement:** Attorneys Dickerson and Stalheim attended a meeting regarding the Broadway Circle operator's agreement and lease agreements.
   l. **CDM Smith Master Services Agreement:** Attorney Stalheim reviewed and provided comment on the MSA with CDM Smith.
   m. **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.
   n. **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.

o. **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.
p. **Wagner Construction Insurance Request**: Attorney Dickerson and Attorney Stalheim reviewed correspondence from Wagner asking for assistance financing their insurance and attorney fees and discussed the same with the City Engineer.
q. **Community Service Officer (CSO) Contracts**: The City Attorneys attended a meeting with Police Command staff to discuss the CSO program and contracts with CSO Apprentices from Minot State. Attorney Schmitz worked with Captain Plessas to draft an agreement.
r. **PD Immigration Questions**: Attorneys Stalheim and Schmitz attended a meeting with an immigration attorney and HR/PD/Minot State representatives to discuss employment possibilities and potential for immigrant workers.
s. **Engle Court Memorandum of Understanding**: Attorneys reviewed and provided feedback on the MOU.
t. **City of Minot Towing Contract**: Attorneys reviewed and provided feedback on this towing contract.
u. **United Pulse Trading/AGT Foods Magic Fund Agreement**: The City Attorney's Office reviewed and provided feedback on the agreement.
v. **Pathfinder Services of ND (PSND) Agreements**: The City Attorney's Office reviewed and provided feedback on these agreements.
w. **Public Camping Ordinance**: Attorney Schmitz researched and circulated emails related to a proposed Ordinance regulating camping on public property.

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. **Sales Tax Ordinance Amendment:** Attorney Stalheim drafted proposed a proposed Amendment to the First Penny Sales Tax ordinance for Council's consideration.
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. **Special City Council Meeting:** City Attorney Stalheim attended the Special City Council Meeting and Executive Session with the Council on July 21.

4. **City Manager Committees:** Attorney Dickerson has been serving on the Employee Recognition Committee and this seat is being reassigned to our newest staff member Rebekkah Hintz.

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. July 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. **<u>District Court:</u>** 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,

Recoverable Signature

X Stefanie Stalheim

Stefanie Stalheim
City Attorney
Signed by: 48ae2bc4-fd85-4c0e-a0ea-7c87bc0c1a31

On July 21, 2025, a Special 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 04:45 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.

EXECUTIVE SESSION: CITY OF MINOT V. PARKVIEW MHP, LLC (EMINENT DOMAIN) – PENDING LITIGATION

Acting Mayor Jantzer stated the next item on the agenda is an executive session to discuss a pending eminent domain case with Parkview MHP, LLC. The legal authority for closing this portion of the meeting is North Dakota Century Code section 44-04-17.1, 44-04-19.1, and 44-04-19.2.

The topic or purpose of the executive session is to allow time for the City Council to consult with its attorney, discuss negotiating strategy, and provide negotiating instructions for its attorneys and other negotiators. At this time, a motion would be in order to discuss agenda item number 3 in the executive session.

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

The executive session will be recorded, and all members of the Council are reminded to limit their discussion during the executive session to the announced topic. Any collective decision, collective commitment, or other final action by the Council will occur after it is reconvened in an open meeting, unless final action is specifically required by law to be taken during the executive session.

Since this executive session is being held to provide guidance and instructions to our attorney and other negotiators pursuant to N.D.C.C. § 44-04-19.1, the prohibition on taking final action during the executive session does not apply to providing negotiating instructions to the City's attorneys and other negotiators.

At this time, the Council will relocate to the City Council conference room adjoining Council Chambers. During the executive session, members of the public attending the meeting are welcome to remain in the Council Chambers. We anticipate adjourning the executive session and returning to the dais to reconvene the open portion of this meeting, at approximately 5:20 pm.

The minutes will show that the executive session began at 4:48 pm and was attended by the City Council, Acting Mayor Jantzer, Attorney John Warcup, City Manager, Assistant City Manager, Utilities Director, NDR Program Administrator, City Attorney, City Clerk, and City Assessor. The Finance Director attended the meeting at 5:13 pm.

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

The minutes will show that the executive session was adjourned at 5:18 pm. The City Council has returned to the dais in the Council Chambers, and we are now back in open session.

POTENTIAL ACTION FOLLOWING EXECUTIVE SESSION

There was no potential action following the executive session.

ADJOURNMENT

The motion to adjourn the meeting at 5:20 pm 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.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Acting Mayor

On July 21, 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 Central Dakota MPO meeting, the Employee Recognition event, the Omaha Trophy presentation at MAFB, the MPD Police Chief Swearing-In Ceremony, the MPO Input event, a legislator tour, the Liaison Committee meeting, and the Defense Community Aware event.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. City Manager, Harold Stewart, submitted his written resignation to the City Council.

PUBLIC HEARING

ENGLE COURT FINDING OF NO SIGNIFICANT IMPACT AND RELEASE OF FUNDS

The motion to close the hearing and approve staff to submit a request to the North Dakota Department of Commerce for the release of funds to purchase land for the Engle Court project 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.

CONSENT ITEMS

The motion to approve consent items 6.1 - 6.13 with staff recommended action was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approve the minutes of the July 7, 2025, Regular City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 6051 - Zoning Map Amendment - EHC Minot Addition
2. Ordinance No 6067 - Annexation - EHC Minot Addition Lot 1
3. Ordinance No 6100 - 2025 BA - Purchase Wireless Microphones
4. Ordinance No 6101 - 2025 BA - Cemetery Columbarium Expansion
5. Ordinance No 6102 - No Parking Ord - 6th St SW No Parking South of 11th Ave SW

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. MSU Athletics to conduct a raffle on September 13, 2025, at MSU Dome (500 University Ave W).
2. Minot Association of Builders to conduct a raffle on July 30, 2025, at the Magic City Discovery Center (1545 1st St NW).
3. Magic City Figure Skating Club to conduct a calendar raffle on August 8-19th, 2025, at Maysa Arena (2501 Burdick Exwy W).
4. MACEDC to conduct a raffle on July 28, 2025, at Beowulf Golf Course (1912 Valley Bluffs Dr.).
5. Minot Chamber Corale Association, Inc. to conduct a raffle on July 7, 2025, at Corbett Field (1124 Burdick Exwy E).

6. Downtown Business and Professional Assoc. to conduct a raffle in September 13, 2025, at The Spot (6 2nd St NE).
7. Children's Music Academy to conduct a raffle on July 13, 2025, at Corbett Field (1124 E Burdick Exwy).
8. Minot North Baseball to conduct a sports pool from September 8, 2025, through December 29, 2025, at Minot North High School (2100 21st Ave NW).
9. Two Special Event Permits for Atypical (510 E Central Ave).
10. Two Special Event Permits for The Spot (6 2nd St NE).
11. Special Event Permit for Sports on Tap (220 S Broadway).
12. Two Special Event Permits for the Blue Rider (118 1st Ave SE).
13. Special Event Permit for Bones BBQ (437 N Broadway).

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

CASE #2025-30 - EHC - FINAL PLAT - Approve the proposed final subdivision plat as provided in Attachment A.

DEVELOPMENT AGREEMENT - EXCEPTIONAL HEALTHCARE INFRASTRUCTURE (4909) - Approve the EHC Minot Addition Development Agreement with Jared J Lochthowe and authorize the Mayor to sign.

ENGLE COURT MEMO OF UNDERSTANDING - Approve the MOU and authorize the Mayor to sign the document.

MPD AND OLE OLSON'S TOWING AGREEMENT EXTENSION - Approve the first contract extension between the City of Minot and Ole Olson's Towing.

CASE #2025-37 - LIVINGSTON VALLEY 2ND ADDITION - MINOR PLAT - Approve the proposed minor subdivision plat as provided in Attachment A.

3RD ST AND CENTRAL AVE RECONSTRUCTION ENGINEERING CONTRACT AMENDMENT 1 (4826) - Approve the contract amendment 1 to task order 1 and authorize the Mayor to sign the amendment.

3RD ST BRIDGE REPAIR AWARD OF BID (4873) - Award the project to Industrial Builders, Inc in the amount of $195,969.65; authorize the Mayor to sign the contract; and approve the attached budget amendment on 1st reading.

PUBLIC WORKS WATER & SEWER BUILDING CONSULTANT SELECTION (4953) – Select Ackerman-Estvold as the architectural consultant for the project; authorize the Utilities Director to negotiate a scope and fee; and authorize the Mayor to sign the agreement.

AGREEMENT FOR ELECTRONIC ONLINE ACCESS TO NORTH DAKOTA CRIMINAL JUSTICE INFORMATION SHARING (ND CJIS) PORTAL - Approve the ND CJIS User Agreement and allow the City of Minot Chief of Police to sign the agreement as the department administrator.

ACTION ITEMS

APPROVE UNITED PULSE TRADING, INC. DBA AGT FOODS MAGIC FUND REQUEST

The motion to approve the Magic Fund request from United Pulse Trading, Inc.; approve the Development Agreement with United Pulse Trading; and authorize the Mayor, Finance Director and City Attorney to sign the necessary documents 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.

MI-8/9 ALIGNMENT CONSENT AND ACQUISITION APPROVAL

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

The motion to continue to table the remaining portion of item until further discussion between parties was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

APPROVE THE GRANT APPLICATION FOR INSTALLATION READINESS ASSESSMENT

The motion to approve to submit the application to OLDCC for the Installation Readiness Grant was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

AIRPORT SOUTH HANGAR AREA UTILITY INFRASTRUCTURE DESIGN CONTRACT

The motion to approve the Airfield Utilities (Sewer, Water, Gas) – Design Services proposal from Short Elliott Hendrickson Inc. (SEH); approve the budget amendment on the 1st reading; authorize the Mayor to sign the agreement; and approval to advertise for bid was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

APPROVE CAPITAL EQUIPMENT PURCHASE FY2025 POLICE PATROL CARS

The motion to approve the purchase of five (5) 2025 Ford Interceptor Utility vehicles using the North Dakota State Contract from Nelson Auto Center for a purchase amount of $238,908.75 was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY MANAGER'S PRESENTATION OF BUDGET AND ADOPTION OF THE 2026 PRELIMINARY BUDGET AND PAY PLAN

The motion to adopt the 2026 Preliminary Budget for the City of Minot was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The City Council took a brief recess from 8:03 pm – 8:11 pm.

PERSONAL APPEARANCES

David Ellingson spoke to the City Council about property tax, a nuisance area in town and street improvements. Susan Blessum appeared before the City Council to discuss airport administration and airport business issues. Tom Warsocki provided the City Council with some comments on the budget.

WELLNESS UPDATE - FD/PD/DISPATCH

Caisee Sandusky and Kyle Schill provided a wellness update for the Fire Department, Police Department, and Dispatch.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderman Fuller wanted to discuss prioritizing spending and sales tax revenue funding. The motion to direct city staff to draft an ordinance amending the allocation of the first penny of sales tax revenue taking the property tax relief, economic development and improvements segments and reallocating the funding to first responders, essential city services, and flood control 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.

The motion to direct city staff to provide city council packets no later than 1 week prior to the council meeting and implement the change no later than the first meeting in October 2025 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.

LIAISON REPORTS

Alderwoman Olson attended a Central Dakota MPO meeting and a Souris Basin Planning Council Loan Review meeting. Alderman Pitner attended a Renaissance Zone Board meeting and a Visit Minot meeting. Alderman Blessum attended a Minot Commission on Aging meeting and an E911 meeting. Alderman Fuller attended the Library Board meeting. Alderman Samuelson attended the Ward County Planning Commission meeting.

ADJOURNMENT

The motion to adjourn the meeting at 9:15 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:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Acting Mayor

ORDINANCE NO: 6103

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE ENGINEERING CAPITAL INFRASTRUCTURE EXPENDITURES FOR THE 3RD ST BRIDGE REPAIR AWARD OF BID AND APPROVE THE USE OF SALES TAX INFRASTRUCTURE CASH RESERVES.

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

§1: An ordinance amending the 2025 annual budget to increase the engineering capital infrastructure expenditures for the 3rd St bridge repair award of bid and approve the use of cash reserves:

41038000-57200	2025380005	$82,000
26738000-49124		82,000

§2: Approve the transfer and use of Sales Tax Infrastructure cash reserves:

41000000-39118	2025380005	($82,000)
26738000-49124		82,000

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

PASSED FIRST READING: July 21, 2025

PASSED SECOND READING: August 4, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6104

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE AIRPORT STATE CAPITAL REVENUES AND INFRASTRUCTURE EXPENDITURES AND DECREASE CAPITAL EQUIPMENT EXPENDITURES FOR THE SOUTHSIDE INFRASTRUCTURE IMPROVEMENT PROJECT.

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

§1: Amend the 2025 budget to increase the airport state capital revenues and infrastructure expenditures and decrease capital equipment expenditures for the southisde infrastructure improvement project:

11000000-33500	2025500007	$810,000
11050000-57200	2025500007	850,000
11050000-57500		(40,000)

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

PASSED FIRST READING: July 21, 2025

PASSED SECOND READING: August 4, 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: August 4, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. **Independence, Inc. to conduct a raffle on August 7, 2025, at Citizens Alley (106 E Central Ave).**
2. **Souris River Basin Longbeards to conduct a raffle on August 12, 2025, at Nola's Lounge (919 Burdick Exwy W).**
3. **Nedrose Cardinals Booster Club to conduct a calendar raffle on October 1-31, 2025, at Nedrose High School (5705 15th Ave SE).**
4. **Special Event Permit for Ebeneezer's (300 E Central Ave).**
5. **Special Event Permit for Saul's (105 1st St SE Basement).**
6. **Two Special Event Permits for Sports on Tap (220 S Broadway).**
7. **Four Special Event Permits for the Blue Rider (118 1st Ave SE).**
8. **Special Event Permit for Dakota Inn Trappers Lounge (2401 Elk Drive).**
9. **Special Event Permit for The Starving Rooster (30 1st St NE).**
10. **Special Event Permit for Bootlegrz (515 20th Ave SE Ste 2B).**

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	$ 4,434.38
Brock, Vanessa M	$ 4,435.92
Brock, William	$ 4,923.31
Choi, Alex M	$ 6,443.97
Clark, Benjamin P	$ 4,528.88
Davis, Brandon	$ 5,367.58
Depriest, Isaac	$ 5,065.10
Draper, David	$ 5,463.53
Eckman, Jennifer	$ 12,494.56
Hunter, Kyle James	$ 3,650.83
Kaminski, Thomas	$ 3,990.50
Klein, Craig A	$ 2,096.20
Long, Jessica	$ 6,585.64
Molloy, Danielle Elisabeth	$ 3,642.70
Moody, Sharon	$ 4,735.62
Norby, Judy	$ 4,454.72
Ortiz-Pabon, Nelson	$ 5,116.21
Rafala, Michael	$ 6,472.45
Romanick, Maria C	$ 6,918.96
Romero, Melvin Frederick	
Sanders, Sean Edward	$ 1,136.70
Takashige, Alec N	$ 5,700.18
Urban, Randy N	$ 3,785.12
VanLaan, Noah James	$ 1,985.85
Totals for Department Airport	
Total	$ 113,428.91

Department: Assessors	
Name	**Gross Pay**
Druse, Damon	$ 8,527.27
Kamrowski, Ryan L	$ 9,537.95
Lovelace, Daniel D	$ 6,944.21
Maragos, Sheila M	$ 7,294.27
Nelson, Chelsy	$ 4,328.36
Totals for Department Assessors	
Total	$ 36,632.06

Department: Cemetery	
Name	**Gross Pay**
Bergstad, Gavin Eugene	$ 1,502.96
Magcalas, Noah Reece Harrison	$ 2,679.76

Name	Gross Pay
Roteliuk, Rondel R	$ 7,116.94
Seifert, James R	$ 5,409.76
Wiggins, Kaitlynn	$ 4,003.23
Zietz, Cole J	$ 4,646.44
Zietz, Nicholas	$ 2,888.00
Totals for Department Cemetery	
Total	$ 28,247.09

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	$ 8,856.91
Henjum, Nathaniel	$ 4,776.86
Horst, Nancy	
Schmitz, Nick	$ 7,828.23
Stalheim, Stefanie	$ 11,896.50
Withouse, Rebekkah Jewel	$ 3,098.64
Totals for Department City Attorney	
Total	$ 36,457.14

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	$ 4,791.66
Stein, Jeanne	$ 7,091.94
Stewart, Harold Leroy	$ 16,033.50
Totals for Department City Manager	
Total	$ 49,143.91

Department: City Shop	
Name	Gross Pay

Name	Gross Pay
Anderson, Robbie	$ 4,436.44
Bradford, Emil	$ 4,202.32
Headrick, Jesse	$ 3,987.74
Hermanson, Brook A	$ 6,737.44
Hughbanks, Brian	$ 4,218.46
Ortmann, Donald G	$ 6,186.43
Rivera, Frank R	$ 4,755.65
Schaubroeck, April S	$ 3,732.60
Schmidt, Charles Joseph	$ 7,828.31
Simard, Brennan Durwood Robert	$ 3,127.62
Smith, Zachary Thomas	$ 3,826.45
Totals for Department City Shop	
Total	$ 53,039.46

Department: Dispatch	
Name	**Gross Pay**
Alves, Jeanne E	$ 6,606.30
Badem, Rachelle	$ 1,391.01
Brown, Justice	$ 5,147.25
Buchweitz, Savanah Raelyn	$ 4,394.73
Christie, Sean A	$ 8,726.16
Evans, Amy	$ 5,086.64
Fahy, Wayne W	$ 7,091.94
Haugan, Margaret H	$ 7,828.23
Lausch, Jacqueline	$ 6,790.93
Lonis, Ashleigh	$ 5,475.79
Meicher, Chloe G	$ 4,110.07
Newman, Samantha	$ 6,131.12
Okon, Destany Lynn	$ 4,084.79
Pakkala, Paige Lillian	$ 3,865.48
Roehm, Brandi	$ 4,701.80
Sorensen, Elizabeth A	$ 8,207.87
Yost, Braydon Gage	$ 4,660.28
Totals for Department Dispatch	
Total	$ 94,300.39

Department: Engineering	
Name	**Gross Pay**
Cowper, Gannon H	$ 2,021.94
Erickson, Aleesha L	$ 7,389.12
Foley, Taylor	$ 5,018.83
Geigle, Brianna Paige	$ 5,772.92
Hancock, Benjamin Thomas	$ 2,459.50
Hernandez, Gabriel	$ 4,877.33

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	$ 5,144.63
Vorgitch, Julia	$ 4,660.65
Totals for Department Engineering Total	$ 92,828.40

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	$ 4,898.01
Nerem, Laurisa	$ 4,547.08
Nishek, Laurie	$ 5,539.48
Olson, Jaelee	$ 5,039.07
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	$ 4,554.68
Zeece, Holly	$ 2,510.68
Zelinski, Jenna M	$ 7,058.99
Totals for Department Finance Total	$ 84,705.97

Department: Fire - Administration	
Name	**Gross Pay**
Aasen, Jerad Eugene	$ 4,086.40
Babinchak, Jason A	$ 8,856.91
Berg, Lorie A	
Brown, Robby	$ 6,610.30
Burns, Austin T	$ 8,881.91
Hall, Aiden Michael	$ 4,111.94
Hammer, Stuart	$ 405.66
Hardy, Glen A	$ 9,562.95
Klein, Adam Jerome	$ 6,268.26
Kronschnabel-Dostert, Kelli	$ 13,156.18
Maxwell, Mason W	$ 9,537.95

Name	Gross Pay
Seifert, Travis J	$ 7,190.26
Summers, Dana W	$ 6,292.45
Vilandre Hauser, Davin Jesse	$ 4,086.40
Weber, Brent A	$ 10,020.78
Totals for Department Fire - Administration	
Total	$ 99,068.35

Department: Fire Control	
Name	**Gross Pay**
Aberle, Christopher	$ 7,740.39
Allen, Scott	$ 6,732.82
Anderson, Joseph	$ 4,607.65
Angelo, Jason	$ 5,380.77
Baker, Griffin Joseph	$ 4,308.23
Beck, Kyle W	$ 8,509.69
Berntson, Austin	$ 5,263.30
Boechler, Matthew A	$ 5,009.43
Burgess, Justin T	$ 7,550.87
Christen, Tyler	$ 5,529.57
Coleman, Alexander	$ 5,502.02
Croxall, Jeremy M	$ 6,045.45
Degele, Travis W	$ 8,593.11
Dockter, James	$ 5,502.02
Eull, Mitchell	$ 3,203.14
Filkins, Jacob E	$ 6,239.70
Garberg, Tully D	$ 6,738.99
Ghent, Tyler	$ 4,768.07
Gilliss, Shane	$ 10,584.97
Hanselman, Andrew J	$ 7,740.39
Hanson, Myles	$ 8,203.15
Haskins, Patrick	$ 4,902.19
Hayden, Jameson	$ 4,607.65
Kristiansen, Hans	$ 14,180.39
Laks, Damon	$ 5,810.78
Laskowski, Paul J	$ 9,907.72
Lentz, Jacob W	$ 9,410.30
Mathieson, Mark	$ 6,104.39
Meadows, Casey D	$ 10,115.71
Meadows, Jaydee	$ 5,662.85
Meyer, Trent	$ 4,768.07
Nelson, Brady Kent	$ 4,101.36
Nerem, Jesse	$ 1,210.91
Newman, Phillip	$ 7,684.91
Olson, Joshua	$ 6,276.10

Name	Gross Pay
Orr, Jeremiah	$ 5,940.68
Perry, Cody Arnold	$ 4,539.12
Peterson, Aaron P	$ 10,120.90
Raymond, Daniel	$ 6,840.64
Rice, Alec D	$ 6,116.58
Rohrbach, Robert A	$ 7,551.76
Ross, Michael T	$ 6,871.46
Rostberg, Casey	$ 5,652.78
Safranski, Dustin M	$ 6,306.91
Schill, Kyle	$ 6,816.57
Schoenborn, Matthew Lee	$ 6,089.52
Schriock, Kerry W	$ 9,801.13
Shoemaker, Charles	$ 5,343.96
Staples, Kayden	$ 4,633.95
Tancabel, Andrew	$ 11,515.30
Taylor, Matthew	$ 4,997.99
Tougas, Brady W	$ 6,172.75
Urban, Augustus	$ 6,256.22
Walhood, Bradley	$ 4,460.64
Walter, Devin M	$ 8,593.11
West, Jason	$ 7,437.24
Wolf, Hunter	$ 4,666.80
Zabka, Aaron	$ 5,380.77
Totals for Department Fire Control	
Total	$ 380,603.84

Department: Human Resources	
Name	**Gross Pay**
Beck, Kelly	$ 8,360.92
Eichstadt, Monica L	$ 7,109.92
Scott, Courtney K	$ 5,430.08
Thurston, Brittany Charlotte	$ 7,287.06
Totals for Department Human Resources	
Total	$ 28,187.98

Department: IT	
Name	**Gross Pay**
Albertson, Alec	$ 6,467.45
Herslip, Jacob	$ 4,320.24
Knudsvig, Miles	$ 5,495.64
McKibben, Jason S	$ 9,128.34
Podolski, Tyler	$ 4,345.78
Ulrickson, Paul M	$ 8,690.85
Totals for Department IT	

Name	Gross Pay
Total	$ 38,448.30

Department: Inspections	
Name	**Gross Pay**
Bischof, Duran	$ 6,115.83
Degroot, Gage	$ 7,785.52
Hancock, Thomas	$ 1,425.00
Heizelman, Gerald Lee	$ 5,018.84
Johnson, Jennifer Lynn	$ 4,547.77
Kilichowski, Owen J	$ 6,267.46
Kimball, Michelle L	$ 5,404.38
Murphy, Michael J	$ 7,269.27
Ringsaker, Kelsey Raye	$ 1,116.39
Sickler, Laurie A	$ 5,273.73
Stewart, Tony Earl	$ 5,539.88
Tillema, Luke	$ 9,305.24
Totals for Department Inspections	
Total	$ 65,069.31

Department: Landfill	
Name	**Gross Pay**
Akin, Dwayne S	$ 4,375.64
Anderson, Melissa Ann	$ 3,436.94
Boucher, Robbie R	$ 4,824.24
Bullard-Wolf, Christina	$ 5,160.58
Bullard-Wolf, Travis D	$ 4,949.56
Curelo, Steven	$ 4,596.65
Foster, Krystle A	$ 3,382.94
Helgeson, David	$ 6,585.93
Mullikin, Christopher Ryan	$ 3,695.37
Reimche, Tyler J	$ 5,273.73
Shefstad, Allen	$ 7,964.42
Zuck, Darren S	$ 5,273.73
Totals for Department Landfill	
Total	$ 59,519.73

Department: Library	
Name	**Gross Pay**
Aberle, Craig S	$ 3,857.80
Bickell, Destiny Jayd	$ 3,830.94
Brown, Leah M	$ 1,355.83
Carswell, Pamela E	$ 5,450.77
Fagerland, Benjamin	$ 3,381.37

Name	Gross Pay
Frey, Katelin Margaret	$ 1,355.92
Hall, Bradley William	$ 451.81
Humble, Katie	$ 920.32
Huseth, Valerie	$ 3,842.79
Julson, Marcia G	$ 4,553.87
Lien, Kathryn	$ 7,646.35
McGrady, Hunter Lee	$ 1,776.47
Monley, Randi D	$ 5,187.55
Moya, Zhaina	$ 7,827.45
Ostlund, Emily	$ 4,896.19
Pecoraro, Betty	$ 1,833.34
Perryman, Emily	$ 48.13
Pikka, Joshua	$ 6,016.56
Possen, Lacey A	$ 4,309.54
Prevett, Destiney Raine	$ 1,550.56
Schneibel, Veronica	$ 4,473.11
Timothy, Scott D	$ 5,825.98
Wernecke, Elizabeth MayLynn	$ 1,324.33
Wheeler, Mary P	$ 6,166.96
Williams, David J	$ 628.93
Wolf, Julie M	$ 3,965.33
Ziegler, Kassandra M	$ 3,857.80
Totals for Department Library	
Total	$ 96,336.00

Department: Metro Planning Org	
Name	Gross Pay
Van Dyke, John W	$ 9,379.02
Totals for Department Metro Planning Org	
Total	$ 9,379.02

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	$ 4,733.62
Glines, Morgan	$ 300.00
Harvey, Kristain	$ 4,018.61
McNicholas, Andrea	$ 4,018.61
Tallman, Nicole	$ 5,019.23
Totals for Department Municipal Court	
Total	$ 18,090.07

Department: NAWS Biota Plan	
Name	Gross Pay

Name	Gross Pay
Jenkins, Jordan William	$ 3,553.66
Kittelson, Collin	$ 5,978.39
O'Keefe, Kevin M	$ 5,369.93
Parsons, John	$ 3,671.92
Plesuk, Sara Dawn	$ 4,248.73
Sims, Aaron	$ 3,772.22
Solberg, Dana	$ 3,584.58
Walker, James Alonso	$ 4,330.50
Totals for Department NAWS Biota Plan	
Total	$ 34,509.93

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	$ 5,847.66
Meyer, Veronica M	$ 9,078.34
Schettler, Tristan	$ 5,820.72
Sorenson, Jason S	$ 11,662.42
Totals for Department PW Utility Admin	
Total	$ 44,962.06

Department: Planning	
Name	Gross Pay
Billingsley, Brian	$ 11,327.26
Diedrichsen, Douglas Craig	$ 8,856.91
Falconer, Daniel	$ 5,144.63
Hornberger, Hannah L.	$ 4,328.35
Mathieson, Nicole	$ 1,332.70
Zietz, Marjorie	$ 5,486.64
Totals for Department Planning	
Total	$ 36,476.49

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	$ 3,320.98

Name	Gross Pay
Chapman, David J	$ 8,856.91
Church, Jenna J	$ 4,055.97
Foley, Jared S	$ 7,901.98
Gessner, Cheryl K	$ 6,272.88
Guthrie, Trisha K	$ 4,542.44
Haug, Shane M	$ 9,078.34
Klug, John M	$ 2,089.02
Kolnes, Kimberly	$ 3,877.29
Neel, Tyler	$ 3,632.50
Roberts, Christine L	$ 5,273.74
Sandusky, Caisee M	$ 8,618.18
Schmidt, Denise	$ 2,333.37
Sumlin, Robbie M	$ 7,574.08
Sundbakken, Jason J	$ 10,269.72

Totals for Department Police - Administration

Total $ 87,697.40

Department: Police - Investigations	
Name	**Gross Pay**
Asham, Carmen L	$ 8,542.09
DeNovio, William	$ 5,981.15
Dyke, Darren M	$ 9,528.52
Guerton, Kristin	$ 7,131.07
Hanks, Elijah	$ 8,282.20
Heringer, Rebecca	$ 5,008.50
Johnson, Charles S	$ 9,234.09
Plessas, Dale J	$ 11,014.60
Reis, Shawn	$ 6,586.71
Roach, Andrew	$ 7,258.42
Wheeling, Jill	$ 3,923.10

Totals for Department Police - Investigations

Total $ 82,490.45

Department: Police - Patrol	
Name	**Gross Pay**
Andrade, Memorie	$ 6,816.29
Bach, Kolbe M	$ 2,119.08
Baker, Cody	$ 2,146.40
Bambenek, Jason L	$ 7,935.35
Bartlett, Alec	$ 5,430.94
Berentson, Taylor	$ 5,086.91
Black, Winston	$ 2,090.00
Burghardt, Thomas	$ 5,333.04
Burtch, Tyler R	$ 6,078.23

Name	Gross Pay
Carter, Ronald	$ 7,064.32
Casarez, Andres	$ 8,178.20
Cash, Justin	$ 4,757.63
Connole, Michael W	$ 7,303.73
Gladback, Belinda	$ 7,512.62
Gonzales, Daniel	$ 5,965.98
Greenlees, Alexander	$ 4,729.46
Guzman, Katherine	$ 4,070.91
Hall, Cullen	$ 6,982.68
Harrington, Alexander D	$ 6,675.71
Hathaway, Eric	$ 6,051.26
Hess, Andrew M	$ 6,872.97
Hugg, Anthony	$ 6,764.98
Hunter, Mark	$ 4,521.12
Jensen, Taylor A	$ 9,770.12
Johnson, Greg W	$ 8,039.73
Kiss, Asiah Dawn	$ 4,181.72
Kiss, Sarah	$ 7,092.26
Knutson, Zachary W	
Labodda, Seth	$ 6,002.81
Lakoduk, Ross Allen Macklin	$ 9,258.57
Lovro, Mary Sanford	$ 4,132.33
Luck, Jayden James	$ 4,498.44
Mehlhoff, Andrew K	$ 7,696.95
Miller, Cody Lee	$ 6,278.95
Miller, Gannon E	$ 6,244.36
Myers, Zackery Colin	$ 7,088.63
Nielsen, Michael Anthony	$ 5,368.95
Noyes, Joshua D	$ 8,610.07
Petersen, Carrie A	$ 6,514.45
Pfeiffer, Peggy	$ 4,676.46
Pollman, Dana	$ 7,031.09
Presley, Jessica L	$ 7,030.18
Roberts, Bobby R	$ 4,947.21
Ruelle, Tyler J	$ 8,856.91
Rynestad, Jersey	$ 4,766.89
Schoenrock, Stephen J	$ 8,276.49
Shaide, Kristian	$ 7,669.82
Shaw, Jarred	$ 6,334.98
Somerville, Amanda M	$ 5,827.45
Squyres, Heidi	$ 3,461.85
Stebleton, Tatum	$ 4,776.11
Strandemo, Cole A	$ 8,197.42
Sullivan, Christian	$ 4,887.14
Sundheim, Justin C	$ 10,269.72

Name	Gross Pay
Washington, Anthony L	$ 7,453.57
Wegner, Shawn P	$ 9,238.00
Wheeler, Daniel B	$ 8,401.44
Wilkes, Jordan R	$ 5,091.32
Williams, Brian	$ 6,480.55
Totals for Department Police - Patrol	
Total	$ 364,940.75

Department: Property Maintenance	
Name	Gross Pay
Ciccarelli, Amy Jo	$ 3,218.44
Coughlin, Brent	$ 4,102.93
Eichstadt, Jacob	$ 6,542.80
Espe, Scott A	$ 3,834.97
Heizelman, Grant L	$ 6,645.83
Knatterud, Dena M	$ 4,021.60
Reinemann, Christopher Jones	$ 3,391.24
Sickler, Kevin	$ 9,238.06
Smith, Samuel Allen	$ 3,877.28
Totals for Department Property Maintenance	
Total	$ 44,873.15

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	$ 11,116.04
Jensen, Debra	$ 3,920.18
Totals for Department Public Works - Administra	
Total	$ 15,036.22

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	$ 5,434.57
Hamel, Scott	$ 6,039.87
Hammer, Reid	$ 5,079.96

Name	Gross Pay
Ingold, Douglas A	$ 5,147.34
Kraft, Joshua B	$ 8,667.85
Lakoduk, Daltyn J	$ 5,418.09
Marten, Harold L	$ 7,220.59
Oange, Zephaniah N	$ 5,072.22
Reynolds, Nicholas R	$ 7,230.83
Shurtleff, Michael J	$ 4,523.90
Simonson, Christopher A	$ 5,340.29
Totals for Department Sanitation	
Total	$ 65,175.51

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	$ 4,354.66
Brevik, Dax	$ 5,034.39
Cimino, Robert Paul	$ 4,956.19
Dutenhafer, Wayne A	$ 2,691.87
Kuglin, Troy D	$ 5,557.31
LaValley, Christopher	$ 3,932.35
Marmon, Shannon L	$ 6,195.29
Olstad, Karlain L	$ 3,926.26
Penaflor, Analiese Olivia	$ 1,619.09
Sloboden, Timothy J	$ 6,356.84
Trana, Sebastian Leigh	$ 1,676.80
Vannatta, Michael G	$ 2,904.53
Totals for Department Sewer Pumping	
Total	$ 49,205.58

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	$ 3,299.10
Espe, Mark W	$ 6,805.96
Heizelman, Dean A	$ 4,121.39
Herslip, Christopher C	$ 4,120.24
Iglesias, Adrian	$ 5,021.32
Johnson, Colby	$ 2,564.54
Kueffler, Alexander	$ 3,782.33
Ness, Kohlton Izik	$ 1,557.68
Rockwell, Nicholas paul	$ 231.60
VanSickle, Edward	$ 3,299.10
Totals for Department Storm-Sewer	
Total	$ 34,803.26

Department: Street Department	
Name	**Gross Pay**
Anderson, Dustin Dale	$ 3,386.61
Archer, Ronald Patrick	$ 3,318.75
Bedell, Landon	$ 2,140.38
Braaten, Kevin A	$ 9,078.34
Brooks, Lincoln James	$ 2,291.20
Ciccarelli, Robert S	$ 4,253.57
Cimino, John Thomas	$ 2,547.70
Fredericksen, Brandon L	$ 5,555.68
Grant, Zachary L	$ 7,028.79
Gruse, Richard	$ 3,382.42
Harvey, Dale A	$ 5,761.63
Herzog, Rodney	$ 3,733.87
Huntzinger, Brian D	$ 5,279.12
Jolliffe, Payton Lawrence	$ 2,115.07
Lower, Robert	$ 4,134.80
MacKay, Brooke	$ 4,246.47
Monk, Harry	$ 3,683.87
Monley, Lucus	$ 4,557.79
Mrozik, Adam Jozef	$ 1,320.31
Neuhalfen, Scott J	$ 4,123.56
Nissen, Jacob	$ 2,752.60
Opperude, Darin B	$ 3,374.52
Oswalt, Matthew	$ 4,722.86
Patterson, Tayvin Michael	$ 2,625.10
Prestwich, Aaron Tyler	$ 1,699.36
Rutherford, Robert Hart	$ 3,573.83
Sanchez, David L	$ 2,334.75
Scofield, Garrett D	$ 6,605.30
Skinner, Lehmann	$ 4,854.72
Tallman, Abigail R	$ 2,773.87
Tomlinson, Kaylee Maureen	$ 2,488.39
Torres, Diego Enrique	$ 3,386.29
Velimirovich, Milos M	$ 3,160.00
Vind, Roger T	$ 5,547.79
Wood, Justin G	$ 5,407.74
Totals for Department Street Department	
Total	$ 137,247.05

Department: Traffic	
Name	**Gross Pay**
Behrens, Jeffrey W	$ 6,604.31
Bieger, Michael	$ 3,702.97

Name	Gross Pay
Degenstein, Joseph	$ 5,015.85
Derr, Nathan P	$ 4,828.95
Joersz, Stephen	$ 9,259.91
Rodman, David F	$ 7,804.14
Steen, Jeffery	$ 1,813.50
Totals for Department Traffic	
Total	$ 39,029.63

Department: Transit/Bus	
Name	Gross Pay
Billings, Angelique M	$ 1,475.38
Billings, Douglas E	$ 3,929.30
Cooper, Dean	$ 115.15
Cutaiar, Joseph	$ 6,318.02
Hochsprung, Kory	$ 4,443.54
Horinka, Brian L	$ 9,238.06
Lawrence, Stephen Chase	$ 3,383.68
Newbury, Tina M	$ 4,569.47
Olson, Sheri	$ 3,826.73
Robinson, Nicole	$ 4,574.65
Schalesky, Marty	$ 3,549.38
Shekleton, Michael	$ 4,603.31
Stacy, Brent Allen	$ 3,557.30
Totals for Department Transit/Bus	
Total	$ 53,583.97

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	$ 4,547.77
Dutenhafer, Miranda S	$ 5,777.69
Totals for Department Utility Billing	
Total	$ 10,325.46

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	$ 3,838.61
Brandt, Kelly G	$ 6,560.19
Burckhard, Terry	$ 3,552.35
Burnley, Cory	$ 4,505.33
Christianson, Kurt A	$ 5,655.10
Erhardt, Garrett	$ 3,454.73
Feller, Taylor Rae	$ 3,465.28
Finken, Chad G	$ 5,746.73

Name	Gross Pay
Higgins, Damion Joseph	$ 3,430.21
Hudson, Kasey L	$ 5,402.71
Kelly, Kevin J	$ 6,082.81
Knoop, Scot M	$ 5,404.38
Lockyer, Cody M	$ 4,991.16
Murrieta, Rebecca	$ 2,226.58
Racine, Riley	$ 3,574.81
Randash, Brian K	$ 7,154.94
Reisenauer, Rick	
Rice, James Andrew	$ 1,676.80
Rieke, Dustin B	$ 5,848.94
Robinson, Derek	$ 4,799.07
Thompson, Shawn Scott	$ 1,540.56
Westergaard, Steve B	$ 7,229.12

Totals for Department Water Distribution

Total $ 96,140.41

Department: Water Treatment Plant	
Name	**Gross Pay**
Andrysiak, Richard J	$ 5,018.83
Dinsmoore, Marissa R	$ 4,340.72
Haider, Mark A	$ 5,848.12
Hall, Steven M	$ 1,284.30
Herd, Peter J	$ 3,113.87
Kopp, Timothy	$ 5,559.77
Lopez, Ryan	$ 4,348.06
Mason, Jonathan William	$ 3,635.20
Paddock, Mark A	$ 8,881.91
Parton, Janet L	$ 5,539.88
Pederson, Robert A	$ 5,029.72
Reimche, Keith R	$ 5,754.11
Renaud, Zachery John	$ 4,035.93
Rensland, Brandon T	$ 5,946.39
Seifert, Justin R	$ 6,919.20
Solberg, Stuart	$ 846.24
Spangler, David E.	$ 3,422.24
West, Samantha M	$ 3,580.09

Totals for Department Water Treatment Plant

Total $ 83,104.58

Grand Totals

Total $ 2,694,519.49

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
07/02/2025	JO070225	305715	ACKERMAN ESTVOLD		4087 - PUPPY DOG COULEE SSD #1	$95,822.50	$0.00
	JO070225	305716	ACME TOOLS		PLAIN WASHER	$41.98	$0.00
	JO070225	305717	ADAPCO, INC.		Trumpet EC 12 Drums Mosquito C	$103,221.20	$0.00
	JO070225	305718	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	$1,328.09	$0.00
	JO070225	305719	AMERICAN WELDING & GAS, INC.		CO2	$2,759.85	$0.00
	JO070225	305720	APH/AUTO VALUE		FILTER-FUEL; FUEL FILTER	$1,282.69	$0.00
	JO070225	305721	ARFF SPECIALISTS, LLC		TRIENNIAL DISASTER EX - LIVE B	$1,800.00	$0.00
	JO070225	305722	BECHTOLD PAVING		40.62 Tons Hot Mix Asphalt	$202,051.14	$0.00
	JO070225	305723	BLAKE MEYER		4870 - Easement Payment	$300.00	$0.00
	JO070225	305724	BOLTON & MENK, INC		CDMPO 2050 Metropolitan Transp	$33,901.40	$0.00
	JO070225	305725	BORDER STATES INDUSTRIES, INC.		Runway guard light (Wig-Wag) b	$2,198.71	$0.00
	JO070225	305726	CDM SMITH		CDM SMITH CONTRACT - NDR	$104,006.00	$0.00
	JO070225	305779	CENTRAL NETWORK RETAIL GROUP LLC		5MMX0.8X40MM BOLT	$30.57	$0.00
	JO070225	305792	CITY OF MINOT		Lane Person Restitution MI-202	$150.00	$0.00
	JO070225	305727	CUSTOMS AND BORDER PROTECTION		CBP OFFICE UPDATE	$3,142.00	$0.00
	JO070225	305728	DAKOTA FLUID POWER, INC.		SEAL; SEAL	$499.59	$0.00
	JO070225	305732	DARYLE E LORENZ JR		Dust Control on Gravel Roads	$6,350.00	$0.00
	JO070225	305729	DAVID CLUEVER		4870 - Easement Payment	$300.00	$0.00
	JO070225	305730	DECOMM VENTURES, LP		MOT TASK ORDER #2 - AIR SERVIC	$2,400.00	$0.00
	JO070225	305731	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees For June 20	$695.60	$0.00
	JO070225	305733	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	$587.37	$0.00
	JO070225	305734	EDGEVIEW NORTH CONDOMINIUMS, LLC		4866.1 ROW Easement - Condo As	$300.00	$0.00
	JO070225	305735	EIDE BAILLY LLP		ANNUAL INDEPENDENT FINANCIAL A	$25,635.00	$0.00
	JO070225	305736	ELDORADO NATIONAL - CALIFORNIA		019; BOOSTER PUMP FLANGE ADAPT	$202.44	$0.00
	JO070225	305737	EMPLOYEE ONE TIME PAY	Alec Rice	IAFC Hazmat	$434.20	$0.00
	JO070225	305738	EMPLOYEE ONE TIME PAY	Alex Coleman	IAFC	$492.15	$0.00
	JO070225	305739	EMPLOYEE ONE TIME PAY	Jennifer Eckman	AAAE Conference	$228.27	$0.00
	JO070225	305740	EMPLOYEE ONE TIME PAY	Joseph Cutaiar	CTAA Expo- Joe Cutaiar	$361.20	$0.00
	JO070225	305741	ENERBASE		Fuel 27.503	$4,231.28	$0.00
	JO070225	305742	FACTORY MOTOR PARTS		001; AIR FILTER 2809 /87809 /	$747.96	$0.00
	JO070225	305744	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	$726.00	$0.00
	JO070225	305745	FLEET PRIDE		VALVE ASSY; FUEL PRESSURE VALV	$224.80	$0.00
	JO070225	305746	GENERAL ONE TIME PAY	Braxton Miles Wynton	Larissa Manson Restitution MI-	$50.00	$0.00
	JO070225	305747	GENERAL ONE TIME PAY	Celine Eden Marx	Jordan Mello Restitution MI-20	$40.00	$0.00
	JO070225	305748	GENERAL ONE TIME PAY	Italo Brandon Camacho	Jerica Moore Restitution MI-20	$25.00	$0.00
	JO070225	305749	GENERAL ONE TIME PAY	Jameson P Lesman	Micheal Odendaal Restitution M	$25.00	$0.00
	JO070225	305750	GENERAL ONE TIME PAY	Joe Melvin Stenvold Jr	Jessie Casey Restitution MI-20	$100.00	$0.00
	JO070225	305751	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	$25.00	$0.00
	JO070225	305752	GENERAL ONE TIME PAY	Lisa Ann Schneider	Donita Pickett Restitution MJ-	$50.00	$0.00

JO070225	305753	GENERAL ONE TIME PAY	Marla Ann Zietz	Thomas Chafin Restitution MI-2	$10.00	$0.00
JO070225	305754	GENERAL ONE TIME PAY	Menards, Inc.	Jimmy Mote Restitution MI-2022	$20.00	$0.00
JO070225	305755	GENERAL ONE TIME PAY	Michaela Lynn Young	Richard Graham Restitution MI-	$45.24	$0.00
JO070225	305756	GENERAL ONE TIME PAY	Minot Mobile Home Rentals, LLC	RC-1094 Claim for Rental Assis	$2,201.00	$0.00
JO070225	305757	GENERAL ONE TIME PAY	ND Child Support	Jason Wood Restitution MI-2024	$20.00	$0.00
JO070225	305758	GENERAL ONE TIME PAY	ND Child Support	Benjamin Gust Restitution MI-2	$20.00	$0.00
JO070225	305759	GENERAL ONE TIME PAY	ND Child Support	Jason Wood Restitution MI-2024	$220.00	$0.00
JO070225	305760	GENERAL ONE TIME PAY	Shoe Carnival	Faith Jeannotte Restitution MI	$25.00	$0.00
JO070225	305761	GENERAL ONE TIME PAY	SJS Properties, LLC	RC-1095 Claim- Moving&Related	$1,100.00	$0.00
JO070225	305762	GENERAL ONE TIME PAY	Tina E. Hagen	Jordan Gourneau Restitution MI	$55.00	$0.00
JO070225	305763	GENERAL ONE TIME PAY	U.S. Postal Service	Logan Cassell Restitution MI-2	$50.00	$0.00
JO070225	305764	GENERAL TRADING		013; 5/8 X 2 1/2-8C BOLT	$110.10	$0.00
JO070225	305765	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	$412.56	$0.00
JO070225	305766	GOOSENECK IMPLEMENT COMPANY		2025 60" Zero Turn Mower	$19,174.00	$0.00
JO070225	305768	GRAINGER		013; 1/2 X 3- GRADE 8 COARSE B	$13.42	$0.00
JO070225	305769	GREYSTONE CONSTRUCTION COMPANY		Contract Withholding: 300744	$22,708.50	$0.00
JO070225	305770	HAWKINS, INC.		Hydrofluosilicic Acid	$29,386.64	$0.00
JO070225	305771	HOUSTON ENGINEERING, INC.		4817 - 2024 WATERMAIN REPLACEM	$56,721.65	$0.00
JO070225	305772	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.		City manager pension	$647.02	$0.00
JO070225	305773	JAYME SMITH		4870 - Easement Payment	$300.00	$0.00
JO070225	305774	JET LINE SALES & SERVICE, LLC		snorkel	$3,159.68	$0.00
JO070225	305775	JIMMY ALAN OLSON		4866.1 ROW Easement - Olson	$300.00	$0.00
JO070225	305767	JOHN DEERE FINANCIAL		WHEEL PIN	$154.51	$0.00
JO070225	305776	KELLY DEGENSTEIN		4870 - Easement Payment	$300.00	$0.00
JO070225	305777	KIWANIS CLUB OF MINOT		Kiwanis Quarterly Dues	$150.00	$0.00
JO070225	305778	LEONARD NELSON		4870 - Easement Payment	$300.00	$0.00
JO070225	305780	MAIN ELECTRIC CONSTRUCTION		EECBG Streetlight Luminaires	$78,604.00	$0.00
JO070225	305781	MARCO, INC.		June Invoice 14015371	$232.93	$0.00
JO070225	305782	MATTSON CONSTRUCTION		BROADWAY CIRCLE - THE LORD'S C	$8,137.64	$0.00
JO070225	305794	MELANIE MOORE		Airport Facility Tech Civil Se	$65.00	$0.00
JO070225	305783	MENARDS		011; SAFETY ORANGE PAINT	$44.90	$0.00
JO070225	305784	MGT IMPACT SOLUTIONS		HR DIRECTOR RECRUITMENT SERVIC	$6,670.78	$0.00
JO070225	305785	MICHAEL BAKK		4866.1 ROW Easement - Bakk	$300.00	$0.00
JO070225	305786	MICHAEL RAFALA		4870 - Easement Payment	$300.00	$0.00
JO070225	305787	MINOT AREA COUNCIL OF THE ARTS, INC		2025 MINOT AREA COUNCIL OF	$3,333.33	$0.00
JO070225	305788	MINOT AUTO		CAP; TETHERED FUEL CAP	$631.28	$0.00
JO070225	305789	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	$749.15	$0.00
JO070225	305790	MINOT PARK DISTRICT		June 2025 State Aid paid to Pa	$61,253.03	$0.00
JO070225	305791	MINOT PUBLIC SCHOOL DISTRICT #1		Easement Payment 4866.1 - MPS	$300.00	$0.00
JO070225	305793	MOORE ENGINEERING, INC		4720 - WASHINGTON SRTS CONSULT	$10,228.20	$0.00
JO070225	305795	MOWBRAY & SONS		jet bridge 2 rotunda heating H	$16,536.54	$0.00
JO070225	305796	MVTL LABORATORIES		Lab result from MVTL for SWPPP	$289.00	$0.00
JO070225	305797	NAPA AUTO PARTS		001; FILTER FOR JIM HILL GENER	$1,045.03	$0.00
JO070225	305798	ND LEAGUE OF CITIES		2026 City Dues	$26,061.00	$0.00
JO070225	305799	NEW VISION SECURITY, LLC		INSTALL PRE ACTION BYPASS KEYS	$567.50	$0.00

JO070225	305800	NORMONT EQUIPMENT CO		011; NITROGEN CANISTER CYLINDE	$326.13	$0.00
JO070225	305801	NORTH COUNTRY SPORTSWEAR		AIRPORT ADMIN UNIFORMS	$528.60	$0.00
JO070225	305802	NORTHWEST TIRE AND RETREAD		032; TIRE C7	$3,239.41	$0.00
JO070225	305803	O'REILLY AUTO PARTS		SHOCK; REAR SHOCK	$349.90	$0.00
JO070225	305804	OTIS ELEVATOR COMPANY		Elevator Maintenance Contract	$1,326.36	$0.00
JO070225	305743	PARKLAND USA CORPORATION		EMPTY DRUM	$104.99	$0.00
JO070225	305805	PITNER, JOHN & IRENE		4870 - Easement Payment	$300.00	$0.00
JO070225	305806	PRINGLE & HERIGSTAD, P.C.		Joshua Griffin Crt App Att Fee	$1,012.50	$0.00
JO070225	305807	PROTECH INTEGRATIONS, LLC		Fire Alarm	$50.00	$0.00
JO070225	305808	PROVIDENT LIFE & ACC INS CO		JULY 2025 IDI PREMIUM PAYMENT	$671.56	$0.00
JO070225	305809	RC MOWERS		017; DECK LIFT HANDLE	$108.09	$0.00
JO070225	305810	RDO EQUIPMENT		007; HALOGEN BULB 12V 20 WATTS	$68.93	$0.00
JO070225	305811	REFUND ONE TIME PAY	ABEL, JACOB	UB 20686 200 12TH	$14.78	$0.00
JO070225	305812	REFUND ONE TIME PAY	ANDERSON, JOHN	UB 11722 1516 6TH	$77.86	$0.00
JO070225	305813	REFUND ONE TIME PAY	BAZE, SHELBY	UB 17332 703 2ND	$23.19	$0.00
JO070225	305814	REFUND ONE TIME PAY	BROADWAY PRINTING	UB 14024 2800 BROADWAY	$10.00	$0.00
JO070225	305815	REFUND ONE TIME PAY	CARDENAS, NANCY	UB 10428 432 9TH	$18.34	$0.00
JO070225	305816	REFUND ONE TIME PAY	CHEMOIL ENERGY SERVICES	UB 81676 1339 37TH	$65.70	$0.00
JO070225	305817	REFUND ONE TIME PAY	CRAIG, BRITTNEY	UB 19540 611 3RD	$20.32	$0.00
JO070225	305818	REFUND ONE TIME PAY	DECOTEAU, STEPHANIE	UB 18244 909 38TH	$122.00	$0.00
JO070225	305819	REFUND ONE TIME PAY	DODGE, BRIAN	UB 7546 905 2ND	$11.01	$0.00
JO070225	305820	REFUND ONE TIME PAY	DUGAN, KAREN	UB 81486 3316 SPRUCE	$7.40	$0.00
JO070225	305821	REFUND ONE TIME PAY	EAST RIDGE ACRES	UB 318 410 25TH	$67.02	$0.00
JO070225	305822	REFUND ONE TIME PAY	EHRLICH, TRENT	UB 19146 617 VALLEY	$33.24	$0.00
JO070225	305823	REFUND ONE TIME PAY	GRAY, MERIDITH	UB 6604 221 21ST	$17.83	$0.00
JO070225	305824	REFUND ONE TIME PAY	HOLLENBECK, JENNIFER	UB 86144 1016 34TH	$14.90	$0.00
JO070225	305825	REFUND ONE TIME PAY	KEITH, AARON	UB 84076 2617 18TH	$9.13	$0.00
JO070225	305826	REFUND ONE TIME PAY	LAYCOCK, ROBERT	UB 96214 1123 27TH	$6.73	$0.00
JO070225	305827	REFUND ONE TIME PAY	MERSCH, MIKE	UB 10210 212 A	$10.00	$0.00
JO070225	305828	REFUND ONE TIME PAY	MINDT CONSTRUCTION	UB 200276 1547 47TH	$35.39	$0.00
JO070225	305829	REFUND ONE TIME PAY	MINDT CONSTRUCTION	UB 200281 1541 47TH	$40.98	$0.00
JO070225	305830	REFUND ONE TIME PAY	REERS, RYAN	UB 19964 802 BEACON	$27.65	$0.00
JO070225	305831	REFUND ONE TIME PAY	SCHMIDT, SHEYENNE	UB 81542 1421 35TH	$100.43	$0.00
JO070225	305832	REFUND ONE TIME PAY	SMITH, DOUG G	UB 21698 1708 2ND	$29.04	$0.00
JO070225	305833	SANITATION PRODUCTS		VACUUM; VAC TRUCK REAR DOOR SE	$5,743.61	$0.00
JO070225	305834	SMART PLANET SOFTWARE, LLC		GPS Units monthly fee June	$539.73	$0.00
JO070225	305835	SUSAN HOFFART		4870 - Easement Payment	$300.00	$0.00
JO070225	305836	SWANSTON EQUIPMENT COMPANIES		COUPLER; BOBCAT FEMALE QUICK C	$17,625.47	$0.00
JO070225	305837	TOM ZIMMERMAN		4870 - Easement Payment	$300.00	$0.00
JO070225	305838	U.S. POST OFFICE		UB BULK MAILING	$5,000.00	$0.00

	JO070225	305839	UHL CO.		HVAC Control System Service Wo	$2,664.00	$0.00
	JO070225	305840	UNITED MAILING SERVICE		POSTAGE & SHIPPING	$305.12	$0.00
	JO070225	305841	UNITED QUALITY COOPERATIVE		UNLEADED	$24,680.01	$0.00
	JO070225	305842	VESSCO, INC.		Valves for chemical feed pumps	$621.60	$0.00
	JO070225	305843	VISIT MINOT		June 2025 Motor Vehicle Tax	$3,635.24	$0.00
	JO070225	305844	WESTLIE TRUCK CENTER		006; FUEL INJECTOR 1 SUPPLY LI	$147.71	$0.00
07/03/2025	JV070325	1122	GENERAL ONE TIME PAY	Deion Lawrence Louden, Jr.	Deion Lawrence Louden, Jr. Bon	$200.00	$0.00
07/08/2025	JO070825	305845	ASPHALT PRESERVATION COMPANY. INC		4867 - 2025 STREET SEAL	$557,913.83	$0.00
	JO070825	305846	EMPLOYEE ONE TIME PAY	Joshua Noyes	NTOA Lead Week Training- Joshu	$490.20	$0.00
	JO070825	305847	EMPLOYEE ONE TIME PAY	Joshua Noyes	FLETC- Sup.Human Behavior Trai	$102.00	$0.00
	JV070825	1123	GENERAL ONE TIME PAY	Johnadonis Ephraim Robinson	Johnadonis Ephraim Robinson Bo	$20.00	$0.00
	JV070825	1124	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Dennis Flem Bond Transfer 51-2	$950.00	$0.00
	JO070825	305848	HP, INC.		New Computers	$8,620.00	$0.00
	JO070825	305849	MICHELS, VICKI		Training for dispatch: Vicario	$3,960.00	$0.00
07/10/2025	DC070425	100007085	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 07.04.2025	$16,990.62	$0.00
07/14/2025	AP228	100007087	MDU		JULY STATEMENT/2025 BILLING	$27.00	$0.00
	AP228	100007088	MDU		JULY STATEMENT/2025 BILLING	$514.29	$0.00
	AP228	100007089	MDU		JULY STATEMENT/2025 BILLING	$1,680.84	$0.00
	AP228	100007090	MDU		JULY STATEMENT/2025 BILLING	$79.90	$0.00
	AP228	100007091	MDU		JULY STATEMENT/2025 BILLING	$298.92	$0.00
	AP228	100007092	MDU		JULY STATEMENT/2025 BILLING	$753.13	$0.00
07/15/2025	JO071525	1125	GENERAL ONE TIME PAY	Anthony Charles Hlavac	Anthony Charles Hlavac Bond Tr	$125.00	$0.00
	JO071525	1126	GENERAL ONE TIME PAY	Brittany M Telehey	Brittany M Telehey Bond Transf	$200.00	$0.00
	JO071525	1127	GENERAL ONE TIME PAY	Dominic Alexander Vernon	Dominic Alexander Vernon Bond	$280.00	$0.00
	JO071525	1128	GENERAL ONE TIME PAY	Reyes Salvador	Reyes Salvador MI-2025-CR-0052	$225.00	$0.00
	JO071525	1129	GENERAL ONE TIME PAY	Richard Joseph Black	Richard Joseph Black Bond Tran	$225.00	$0.00
	JO071525	1130	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Shandrika Jefferson Bond Trans	$1,500.00	$0.00
	JO071525	1131	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Ryne Botha Bond Transfer 51-20	$750.00	$0.00
	JO071525	1132	GENERAL ONE TIME PAY	Ward County Clerk of Court	Benjamin Morris 51-2025-CR-012	$950.00	$0.00
07/17/2025	JV071725	305850	1 CALL SEPTIC SERVICES, INC		Recycling Transport x 5 Trips	$12,311.75	$0.00
	JV071725	305851	48 NORTH CONCRETE CONSTRUCTION INC		concrete work	$16,030.00	$0.00
	JV071725	305852	AAAE		ANTN DIGICAST SUBSCRIPTION OCT	$165.00	$0.00
	JV071725	305853	ACME TOOLS		SHAFT; SHAFT	$1,317.53	$0.00
	JV071725	305854	ADP SCREENING & SELECTION SERVICES		ADP Services for May 2025 & Ju	$1,056.00	$0.00
	JV071725	305855	ADVANCED BUSINESS METHODS		Canon/IR DX C3835i Printer Con	$2,730.99	$0.00
	AFLA0725	100007094	AFLAC		July 2025 AFLAC	$16,689.86	$0.00
	JV071725	305856	AGNES BLUE		RC-1053 Rental Assistance	$1,554.50	$0.00
	JV071725	305857	AIDEN WELLS & MICHELLE FJELDAHL		RC-1082 Rental Assistance	$849.83	$0.00
	JV071725	305858	AMAZON		GRIPXX XL ORANGE NITRILE GLOVE	$2,104.66	$0.00
	JV071725	305859	AMBER PITTS		RC-1045 Rental Assistance	$210.00	$0.00
	JV071725	305860	AMERICAN WELDING & GAS, INC.		ACETYLENE CYLINDER RENTAL	$40.86	$0.00
	JV071725	305863	APEX ENGINEERING GROUP		4901 - SEPTAGE RECEIVING STATI	$213,500.93	$0.00
	JV071725	305864	APH/AUTO VALUE		001; AIR FILTER	$1,658.14	$0.00
	JV071725	305865	AQUA-PURE, INC.		Phosphate & Polymer	$27,440.16	$0.00

JV071725	305861	ASSOCIATION OF METROPOLITAN PLANNING ORGANIZATIONS		Membership dues 7/1/25-6/30/2	$1,030.00	$0.00
JV071725	305866	ASTECH		4868 - 2025 MICROSURFACING	$196,627.15	$0.00
JV071725	305867	BAKER & TAYLOR BOOKS		Standing Order Book	$49.09	$0.00
JV071725	305868	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	$3,550.00	$0.00
JV071725	305869	BECHTOLD PAVING		4.05 Tons Hot Mix Asphalt	$6,161.00	$0.00
JV071725	305870	BOLTON & MENK, INC		CDMPO 2050 Metropolitan Transp	$35,040.40	$0.00
JV071725	305871	BRADY MARTZ		Receipted as a donation	$300.00	$0.00
JV071725	305872	CAROLINA SOFTWARE		Wasteworks	$475.00	$0.00
JV071725	305873	CATERPILLAR FINANCIAL SERVICES		2021 CATERPILLAR 627K WHEEL SC	$125,190.62	$0.00
JV071725	305874	CDBG ONE-TIME PAY	Chasity Buie	RC-1096 Claim for Moving & Rel	$1,150.00	$0.00
JV071725	305875	CDBG ONE-TIME PAY	Nancy Kovarik	RC-1097- Claim for Moving & Re	$1,150.00	$0.00
JV071725	305876	CDBG ONE-TIME PAY	Savanna Knudson	RC-1098- Claim for Moving & Re	$85.00	$0.00
JV071725	305961	CENTRAL NETWORK RETAIL GROUP LLC		GR8 1/2-13" NYLOCK	$33.42	$0.00
JV071725	305976	CITY OF MINOT		Samuel Allen Restitution MI-20	$50.00	$0.00
JV071725	305877	CONNOLE & SOMERVILLE		DEMO OF OLD WATER SOFTENER SYS	$750.00	$0.00
JV071725	305878	COOKIES FOR YOU		OFFICE SPACE RENTAL	$900.00	$0.00
JV071725	305879	CORRPRO COMPANIES		Inspection Service	$3,625.00	$0.00
JV071725	305880	CURT'S STARTER & ALT. SERVICE		Vehicle maintenance	$167.54	$0.00
JV071725	305881	DACOTAH PAPER CO.		UB STATEMENT PAPER	$1,913.18	$0.00
JV071725	305882	DAKOTA FENCE		Gate Replacement	$1,595.00	$0.00
JV071725	305883	DAKOTA FIRE EXTINGUISHER		First aid kit service	$104.53	$0.00
JV071725	305884	DAKOTA FLUID MOTION, LLC		Pump repair at Jim Hill BS	$915.00	$0.00
JV071725	305885	DAKOTA FLUID POWER, INC.		BOLT; BSP BANJO BOLT	$5,276.72	$0.00
JV071725	305886	DAKOTALAND AUTOGLASS		REPLACE WINDSHIELD	$280.00	$0.00
JV071725	305887	DAN PASIVE & MADISON MCCLOUD		RC-1070 Rental Assistance	$193.33	$0.00
JV071725	305888	DAVIDSON CONSTRUCTION		Catch Basin Repairs 3rd ST NE	$17,375.00	$0.00
JV071725	305889	DECOMM VENTURES, LP		MOT TASK ORDER #1 - MISC CONSU	$570.00	$0.00
JV071725	305890	DIG IT UP BACKHOE SERVICE		4817 - 2024 WATERMAIN REPLACEM	$488,640.94	$0.00
JV071725	305891	DR. ANTHONY TATMAN		Critical Hire	$50.00	$0.00
JV071725	305892	EAPC		MINOT PUBLIC LIBRARY SPACE NEE	$4,028.90	$0.00
JV071725	305893	ECOLAB PEST ELIMINATION DIVISION		Pest Control	$268.62	$0.00
JV071725	305894	EIDE BAILLY LLP		AUP FOR FTA AUDIT OF NTD REPOR	$6,300.00	$0.00
JV071725	305895	ELDORADO NATIONAL - CALIFORNIA		ELECTRIC FAN AND GUARD	$1,000.25	$0.00
JV071725	305896	EMPLOYEE ONE TIME PAY	Andrew Roach	Training BCI Avanced- Andrew R	$306.00	$0.00
JV071725	305897	EMPLOYEE ONE TIME PAY	Belinda Gladback	Taser Instructor Course- Belin	$142.80	$0.00
JV071725	305898	EMPLOYEE ONE TIME PAY	Chuck Schmidt	GFX Conference- Chuck Schmidt	$264.00	$0.00
JV071725	305899	EMPLOYEE ONE TIME PAY	Destiny Bickell	DJ Bickell Mileage Reimburseme	$16.24	$0.00
JV071725	305900	EMPLOYEE ONE TIME PAY	Jacob Lentz	Tuition Reimbursement- Jacob L	$764.00	$0.00
JV071725	305901	EMPLOYEE ONE TIME PAY	Jaqueline Lausch	NENA Conference Training	$408.00	$0.00
JV071725	305902	EMPLOYEE ONE TIME PAY	Jessica Long	Jumpstart Conference	$252.00	$0.00
JV071725	305903	EMPLOYEE ONE TIME PAY	Joshua Olson	IAFC Hazmat	$492.15	$0.00
JV071725	305904	EMPLOYEE ONE TIME PAY	Krystle Foster	Landfill to City Hall June 20	$46.20	$0.00

JV071725	305905	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to City Hall - June 20	$50.05	$0.00
JV071725	305906	EMPLOYEE ONE TIME PAY	Memorie Andrade	Reimbursement for fuel- Memori	$25.89	$0.00
JV071725	305907	EMPLOYEE ONE TIME PAY	Randi Monley	Randi Monley Mileage Reimburse	$42.77	$0.00
JV071725	305908	EMPLOYEE ONE TIME PAY	Ross Lakoduk	Training- Sig Sauer P320 Armor	$20.40	$0.00
JV071725	305909	EMPLOYEE ONE TIME PAY	Samantha Newman	NENA Conference Training	$408.00	$0.00
JV071725	305910	EMPLOYEE ONE TIME PAY	Stephen Joersz	Great Lakes ITE Conference	$344.99	$0.00
JV071725	305911	EMPLOYEE ONE TIME PAY	Zachary Smith	CDL Test Reimbursement-Zach Sm	$20.00	$0.00
JV071725	305912	ENERBASE		June 6 2025 FUEL	$18,819.81	$0.00
JV071725	305913	FACTORY MOTOR PARTS		007; C BATTERIES	$911.58	$0.00
JV071725	305915	FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH	$26,500.00	$0.00
JV071725	305916	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	$726.00	$0.00
JV071725	305917	FLASHPARKING, INC		JUNE 2025 FLASH PARKING FEE	$1,650.00	$0.00
JV071725	305918	FLEET PRIDE		FILTER-TRANS; HYDRAULIC FILTER	$143.70	$0.00
JV071725	305919	FLEETMIND SOLUTIONS, INC.		Fleetmind Software Agreement	$2,370.19	$0.00
JV071725	305920	FLOW CONTROL AUTOMATION, INC		e-Sens Roam Kit for water anal	$12,919.00	$0.00
JV071725	305921	FONTUS BLUE, INC		July 2025 License Fee	$2,000.00	$0.00
JV071625	101	GALLAGHER BENEFIT SERVICES, INC.		Completion of GASB 67/68 Infor	$2,650.00	$0.00
JV071825	1133	GENERAL ONE TIME PAY	Anthony Paul Plesic	Anthony Paul Plesic MI-2025-CR	$225.00	$0.00
JV071825	1134	GENERAL ONE TIME PAY	Ashley Marie Getzlaff	Ashley Marie Getzlaff MI-2025-	$200.00	$0.00
JV071825	1135	GENERAL ONE TIME PAY	Dirio Demetris Sinclair	Dirio Demetris Sinclair MI-202	$350.00	$0.00
JV071825	1136	GENERAL ONE TIME PAY	Randy Owens	Damion Johnson MI-2024-CR-0070	$310.00	$0.00
JV071825	1137	GENERAL ONE TIME PAY	Ward County Clerk of Court	Makayla Hunt 51-2025-CR-01241	$750.00	$0.00
JV071725	305922	GENERAL ONE TIME PAY	Brake Time Corner Market	Richie Smalls Restitution MI-2	$6.58	$0.00
JV071725	305923	GENERAL ONE TIME PAY	Dina Padilla Goodman	Russell Washington Restitution	$40.00	$0.00
JV071725	305924	GENERAL ONE TIME PAY	Edward Orgon	Reimbursement for the Police C	$1,795.40	$0.00
JV071725	305925	GENERAL ONE TIME PAY	Jennifer Johnson	Ricky Steen Restitution MI-202	$100.00	$0.00
JV071725	305926	GENERAL ONE TIME PAY	Lindsay Elizabeth Kreger	Benjamin Vandenberghe Restitut	$50.00	$0.00
JV071725	305927	GENERAL ONE TIME PAY	Martin Ricardo Rodriguez	Mathew Jackson Restitution MI-	$225.00	$0.00
JV071725	305928	GENERAL ONE TIME PAY	Menards, Inc	Jimmy Mote Restitution MI-2022	$20.00	$0.00
JV071725	305929	GENERAL ONE TIME PAY	Michael Frye	Reimbursement for the Police C	$282.53	$0.00
JV071725	305930	GENERAL ONE TIME PAY	ND Child Support	Alan Darling Restitution MI-20	$25.00	$0.00
JV071725	305931	GENERAL ONE TIME PAY	Scheels	KC Peters Restitution MI-2025-	$20.00	$0.00
JV071725	305932	GENERAL ONE TIME PAY	Shanlya M. Van Hill	Travis Bercier Restitution MI-	$83.99	$0.00
JV071725	305933	GENERAL ONE TIME PAY	Thrifty White Drug	Lori Britton Restitution MI-20	$20.00	$0.00
JV071725	305934	GENERAL ONE TIME PAY	Wal-Mart	Karitta Phillips Restitution M	$5.00	$0.00
JV071725	305935	GILLIG, LLC		SHOCK; FRONT SHOCKS BUS	$387.80	$0.00
JV071725	305936	GOETTLE LAW, PLLC		July 2025 Retainer	$3,500.00	$0.00
JV071725	305938	GRAINGER		FIRE EXT HOLDER	$23.15	$0.00
JV071725	305940	GRANITE SPRINGS CO.		Drinking water	$105.00	$0.00
JV071725	305941	GRAYMONT WESTERN US INC.		Lime	$118,665.43	$0.00
JV071725	305942	GREAT LAKES CHAPTER AAAE		GREAT LAKES CHAPTER AAAE CONFE	$750.00	$0.00

JV071725	305943	GUARDIAN FLEET SAFETY	P6 - Rear seatbelt repair	$205.29	$0.00
JV071725	305944	H.A. THOMPSON & SONS, INC.	HVAC Repair MAU #7 compressor	$275.00	$0.00
JV071725	305945	HANSON'S EXCAVATING	4831 - 2024-2025 NUISANCE ABAT	$8,528.85	$0.00
JV071725	305946	HAWKINS, INC.	Chlorine	$25,921.64	$0.00
JV071725	305947	HOUSTON ENGINEERING, INC.	4816 - 2024 WATERMAIN REPLACEM	$93,001.95	$0.00
JV071725	305948	INNOVATIVE MASONRY INC.	Masonry Repair on Gate Post	$4,071.00	$0.00
JV071725	305949	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	City manager pension	$640.18	$0.00
JV071725	305950	INTERSTATE BATTERY SYSTEM	007; GROUP 24 BATTERY	$1,452.71	$0.00
JV071725	305951	JAYDE HAUGROSE	RC-1057 Rental Assistance	$569.91	$0.00
JV071725	305952	JET LINE SALES & SERVICE, LLC	replacement controller for uni	$1,351.43	$0.00
JV071725	305953	JOB SERVICES OF NORTH DAKOTA	LEASE 7/1/25 - 12/31/25	$12,897.48	$0.00
JV071725	305937	JOHN DEERE FINANCIAL	030; TENSIONER PULLEY	$927.26	$0.00
JV071725	305954	JOHNSON CONTROLS	Fire Alarm & Detection Monitor	$1,576.40	$0.00
JV071725	305955	JOHNSON CONTROLS FIRE PROTECTION	Alarm Panel service	$1,417.58	$0.00
JV071725	305956	JOSHUA NOEL HERMAN	Gopher abatement 3rd Ave NW	$5,700.00	$0.00
JV071725	305957	KELLER PAVING AND LANDSCAPING	Black top repair at the fairgr	$2,324.40	$0.00
JV071725	305958	LARSON ELECTRIC, INC.	Jim Hill BS electrical repair	$125.00	$0.00
JV071725	305959	LOWES PRINTING, INC.	(8) Financial Report Covers 10	$35.00	$0.00
JV071725	305960	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	RC-1076 Rental Assistance	$512.73	$0.00
JV071725	305963	MAIN ELECTRIC CONSTRUCTION	CONTACTOR REPLACEMENT FOR CHIL	$1,881.38	$0.00
JV071725	305964	MARTIN, JERILYN	RC-1093 Rental Assistance	$2,480.09	$0.00
JV071725	305966	MED-TECH RESOURCE, INC.	Spit Hoods	$94.24	$0.00
JV071725	305967	MEDALLUS & VACHAROTHONE LTD	May 2025 Invoice	$3,160.00	$0.00
JV071725	305968	MENARDS	CAT5E/6 COUPLER	$4.98	$0.00
JV071725	305969	MGT IMPACT SOLUTIONS	POLICE CHIEF RECRUITMENT SERVI	$7,044.86	$0.00
JV071725	305970	MIDWEST TAPE	Hoopla June 2025	$3,302.24	$0.00
JV071725	305962	MINOT AREA CHAMBER EDC	MACEDC SERVICE AGREEMENT 2025	$46,637.50	$0.00
JV071725	305971	MINOT AUTO	OIL DRAIN PLUG	$749.33	$0.00
JV071725	305972	MINOT COMMISSION ON AGING	2025 COMMISION ON AGING	$12,875.00	$0.00
JV071725	305973	MINOT DAILY NEWS	HHW CLASS AD	$621.00	$0.00
JV071725	305974	MINOT EMPLOYEE DONATIONS	Minot Employee Donations	$747.05	$0.00
JV071725	305975	MINOT PARK DISTRICT	Park Fees 3709 45th St SE R25-	$1,000.00	$0.00
JV071725	305977	MOWBRAY & SONS	Toilet & Pipe Repairs	$2,534.07	$0.00
JV071725	305978	MVTL LABORATORIES	Testing at Landfill Spring 202	$8,318.25	$0.00
JV071725	305979	NAPA AUTO PARTS	SHOCK; REAR SHOCK	$1,914.14	$0.00
JV071725	305980	ND DEPARTMENT OF EMERGENCY SERVICES	Terminal rentals for Dispatch	$3,600.00	$0.00
JV071725	305981	ND DEPT OF WATER RESOURCES	JULY 2025 WATER FROM NAWS	$93,844.10	$0.00
JV071725	305982	ND FRATERNAL ORDER OF POLICE	Police Union Due's/ Legal Defe	$1,296.00	$0.00
JV071725	305983	ND MUNICIPAL ATTORNEYS ASSOC	Three ND Municipal Attorneys A	$105.00	$0.00
JV071725	305986	ND SOLID WASTE & RECYCLING ASSOCIAT	NDSWRA Membership Renewal	$325.00	$0.00
JV071725	305984	NDDEQ	Tank Release Compensation Fund	$1,275.00	$0.00
JV071725	305985	NDSU DEPT 3130	Services from 5/1/25 - 6/30/25	$7,876.00	$0.00

JV071725	305987	NORTH PRAIRIE RURAL WATER DISTRICT		North Prairie Regional Water B	$177.17	$0.00
JV071725	305988	NORTHERN TESTING		June 2025 N Testing	$420.00	$0.00
JV071725	305989	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	$5,797.85	$0.00
JV071725	305990	NOVA FIRE PROTECTION CO.		Annual Fire System - Sanitatio	$180.00	$0.00
JV071725	305991	O'REILLY AUTO PARTS		DAMPER; STEERING DAMPER	$59.85	$0.00
JV071725	305992	OAG AVIATION WORLDWIDE, LLC		OAG FLIGHTVIEW FOR WEBSITE	$6,779.85	$0.00
JV071725	305993	OCLC		Cataloging & Metadata Subscrip	$19,612.62	$0.00
JV071725	305994	ONE CALL CONCEPTS, INC.		JUNE 2025 LOCATE TICKETS WATER	$1,014.35	$0.00
JV071725	305995	OTIS ELEVATOR COMPANY		Annual elevator service contra	$4,082.00	$0.00
JV071725	305996	OVERDRIVE		Audiobook	$2,179.78	$0.00
JV071725	305914	PARKLAND USA CORPORATION		008; MOBILE RONEX MP LITHIUM G	$3,164.67	$0.00
JV071725	305997	PENCCO, INC.		Chemical Delivery For Roosevel	$16,006.00	$0.00
JV071725	305998	PICARD EXCAVATING, INC.		Sewer Main repair	$11,112.71	$0.00
JV071725	305999	PROCOLLECT		COURT FINES	$1,495.00	$0.00
JV071725	306000	PROTECH INTEGRATIONS, LLC		Monthly fire alarm fee- Pump S	$50.00	$0.00
JV071725	306001	PROVIDENT LIFE & ACC INS CO		AUGUST 2025 IDI PREMIUM	$1,047.54	$0.00
JV071725	306002	RAYNE MARIE OLSON		RC-1041 Rental Assistance	$784.50	$0.00
JV071725	306003	REFUND ONE TIME PAY	TOBEY, CHAD	UB 62762 1005 70TH	$1,400.00	$0.00
JV071725	306004	RHI SUPPLY		Pump Motor	$1,126.39	$0.00
JV071725	306005	ROLLKALL TECHNOLOGIES LLC		Subscription to RollKall	$18.00	$0.00
JV071725	306006	RUNNINGS SUPPLY, INC		50' wash up hose for sweeper	$81.97	$0.00
JV071725	306007	SANITATION PRODUCTS		SEAL KIT; SEAL KIT	$5,591.42	$0.00
JV071725	306008	SCHOCKS SAFE AND LOCK SERVICE		Door Lock Repair	$170.00	$0.00
JV071725	306009	SHARON'S INTERIORS PLUS, LLC		Window Shade Repair	$378.00	$0.00
JV071725	306010	SIGNS TODAY		P64 CSO DECAL & Installation	$889.00	$0.00
JV071725	306011	SOURIS BASIN PLANNING COUNCIL		SBPC SERVICE AGREEMENT 2025	$1,666.60	$0.00
JV071725	306012	SOURIS RIVER JOINT WATER RESOURCE		3529.05 - MREFPP PHASES WC-1/B	$4,455,311.61	$0.00
JV071725	306013	SOURIS VALLEY HUMANE SOCIETY, INC.		ANIMAL BOARDING AGREEMENT - SV	$15,543.00	$0.00
JV071725	305965	STEVENSON, MARY		RC-1094 Claim for Rental Assis	$4,731.46	$0.00
JV071725	306014	STRATA CORPORATION		4816 - 2024 WATERMAIN REPLACEM	$451,655.97	$0.00
JV071725	306015	SWANSTON EQUIPMENT COMPANIES		FILTER-TRANS; HYDRAULIC FILTER	$753.76	$0.00
JV071725	306016	TARA KENNER		RC-1060 Rental Assistance	$848.25	$0.00
JV071725	306017	TEAM ELECTRONICS, INC.		LABOR	$95.38	$0.00
JV071725	306018	TECTA AMERICA		ROOF REPAIRS (GA)	$6,817.00	$0.00
JV071725	306019	THOMSON REUTERS		CLEAR Proflex	$500.00	$0.00
JV071725	306020	THOMSON REUTERS-WEST PAYMENT CENTER		Online/Software Subscription	$398.61	$0.00
JV071725	306021	TIMMONS GROUP		4922 - CITYWORKS SOFTWARE UPGR	$1,063.70	$0.00
JV071725	305939	TIMOTHY P BROOKS		015; PORTABLE FIRE PUMP	$4,600.00	$0.00
JV071725	306022	TITAN MACHINERY		MOTOR; FAN MOTOR	$1,757.75	$0.00
JV071725	306023	TRAFFIC CONTROL CORPORATION		Flashing Beacons - 27th St NE	$3,430.00	$0.00
JV071725	306024	TRINITY HEALTH		June 2025 prisoner care	$240.00	$0.00
JV071725	306025	UNITED MAILING SERVICE		POSTAGE/SHIPPING	$5,355.87	$0.00
JV071725	306026	UNITED QUALITY COOPERATIVE		UNLEADED	$21,703.31	$0.00
JV071725	306027	VISIT MINOT		LODGING TAXES COLLECTED	$52,395.46	$0.00
JV071725	306028	WAGNER CONSTRUCTION		4087 - PUPPY DOG COULEE SSD 12	$1,332,784.41	$0.00

	JV071725	306029	WALLWORK TRUCK CENTER MINOT		SENSOR; DIFFERENTIAL PRESSURE	$3,374.50	$0.00
	JV071725	306030	WEST OAKS ANIMAL HOSPITAL		K9 Freya care	$326.98	$0.00
	JV071725	306031	WESTLIE FORD		--; LEFT FLEX EXHAUST	$1,349.65	$0.00
	JV071725	306032	WESTLIE TRUCK CENTER		SPRING; CAB AIR SPRING	$4,342.91	$0.00
	JV071725	306033	WHITE CAP, LP		2 rolls of geotex fabric and 1	$3,410.04	$0.00
	JV071725	306034	WILBUR ELLIS		Herbicide and surfactant	$245.08	$0.00
	JV071725	305862	ZACHARY JOHNSHOY		Light Fixture repair in Sludge	$616.77	$0.00
07/18/2025	ADP0625	100007097	ADP, INC		ADP Payroll Services for June	$16,340.16	$0.00
	JO071525	3060365	CDBG ONE-TIME PAY	Tara Kenner	RC-1060 Claim for Rental Assis	$848.25	$0.00
	DC071825	100007095	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 07.18.2025	$16,588.27	$0.00
	SC071825	100007096	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Service Credit 07.18.2025	$218.00	$0.00
07/22/2025	AP228	100007104	MDU		JULY STATEMENT/2025 BILLING	$75.84	$0.00
	AP228	100007105	MDU		JULY STATEMENT/2025 BILLING	$29.04	$0.00
	AP228	100007106	MDU		JULY STATEMENT/2025 BILLING	$1,210.59	$0.00
	AP228	100007108	MDU		JULY STATEMENT/2025 BILLING	$77.55	$0.00
	ADJ0425	100007113	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Jacob Fylling Adjustment April	$104.17	$0.00
	AP227	100007083	VERENDRYE ELECTRIC		June 2025 Verendrye	$88,825.36	$0.00
07/23/2025	JO072325	306035	H.A. THOMPSON & SONS, INC.		VOID AFTER UPDATE 07/24/2025	$0.00	$9,622.55
	JO072325	306036	HYDRO KLEAN		4878 - 2025 SANITARY SEWER REH	$222,480.49	$0.00
	JO072325	306037	MINOT AUTOMOTIVE COMPANY, LLC		2025 Ram 2500 Pickup	$136,576.00	$0.00
	JO072325	306038	POST CONSTRUCTION COMPANY		4877.1 - 2025 WATERMAIN REPLAC	$284,053.32	$0.00
	JO072325	306039	SOURIS RIVER JOINT WATER RESOURCE		JULY SRJB INVOICE	$55,795.75	$0.00
	JO072325	306040	SYSCO NORTH DAKOTA, INC		Onions and relish for employee	$1,017.02	$0.00
	JO072325	306041	TYLER STRATTON		Easement Payment - 4866.1 - St	$300.00	$0.00
	JO072325	306042	WAGNER CONSTRUCTION		4877 - 2025 WATERMAIN REPLACEM	$228,024.00	$0.00
07/25/2025	JO072525	1138	GENERAL ONE TIME PAY	Kirby Jeanne Quam	Kirby Jeanne Quam Bond Transfe	$60.00	$0.00
	JO072525	1139	GENERAL ONE TIME PAY	Melissa Ramos	Melissa Ramos Bond Transfer MI	$150.00	$0.00
	JO072525	1140	GENERAL ONE TIME PAY	Ward County Clerk of Court	Kaylie Mongold 51-2025-CR-0131	$750.00	$0.00
	JO072525	1141	GENERAL ONE TIME PAY	Ward County Clerk of Court	Gracelyn Poitra 51-2025-CR-013	$750.00	$0.00
	JO072525	306043	IED SUPPORT SERVICES		AIRPORT PA SYSTEM UPGRADE	$118,361.83	$0.00
	JO072525	306044	KELLER PAVING AND LANDSCAPING		4866 - 2025 STREET IMPROVEMENT	$555,760.03	$0.00
	JO072525	306045	SHORT ELLIOTT HENDRICKSON, INC		GA ACCESS ROAD REHABILITATION	$56,570.29	$0.00
	JO072525	306046	UNITED STATES TREASURY		Annual Patient Centered Outcom	$2,409.00	$0.00
	WEX0625	100007084	WEX HEALTH, INC		June 2025 WEX/FSA	$302.40	$0.00
					Total	$11,629,560.94	$9,622.55

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	$ 252,459.67

Electronic Payments:

AFLAC	-
BCBS	404,578.07
Federal Tax Withholding	-
Deferred Comp	-
NDPERS	-
NDPERS Service Credit	-
ND PERS Adjustment	-
Empower	50,759.37
Verendrye	-
Montana Dakota Utilities	3,312.48
Xcel Energy	150,257.87
Discovery Benefits	10,455.41
ADP Payroll taxes	324,551.98
ADP Payroll Wage garnishment	15,225.09
ADP Monthly Invoice	16,340.16
ADP Payroll Taxes wire Council	-
ADP Payroll Taxes wire Pension	-
Bravera Insurance	-
Job Service of ND	-
UNUM	5,647.70
Provident	363.08
Total	$ 981,491.21

Posting date	Transaction date	Supplier	Amount
7/1/2025	6/29/2025	Fbi Retail Sto12010070	518.87
7/1/2025	6/30/2025	North Country Sports	60.00
7/1/2025	6/30/2025	Schocks Safe And Lock Se	42.00
7/1/2025	6/30/2025	Amazon Mark* Nq13y1wo0	18.00
7/1/2025	6/30/2025	Amazon Reta* Nq25i0ik0	11.99
7/1/2025	6/30/2025	Amazon Reta* Nq2re7rl1	25.14
7/1/2025	6/30/2025	In *dakota Fire Extinguis	157.00
7/1/2025	6/30/2025	National Association Of S	275.00
7/1/2025	6/30/2025	State Bar North Dakota	50.00
7/1/2025	6/30/2025	Acme Tools Minot	68.97
7/1/2025	6/30/2025	Hach Company	277.25
7/2/2025	6/30/2025	Autopay/Dish Ntwk	209.10
7/2/2025	6/30/2025	Menards Minot Nd	170.94
7/2/2025	6/30/2025	Menards Minot Nd	31.96
7/2/2025	6/30/2025	Menards Minot Nd	43.99
7/2/2025	6/30/2025	Steins- Minot	70.29
7/2/2025	6/30/2025	Officemax/Depot 6513	14.99
7/2/2025	7/1/2025	Amazon Mktpl	199.99
7/2/2025	7/1/2025	Frontier Precision Inc	586.28
7/2/2025	7/1/2025	All American Trophies & S	144.00
7/2/2025	7/1/2025	Macs Minot, Nd	33.97
7/2/2025	7/1/2025	Amazon Mktpl	39.99
7/2/2025	7/1/2025	Amazon Mktpl	53.95
7/2/2025	7/1/2025	Fastenal Company 01ndmin	61.82
7/2/2025	7/1/2025	Macs Minot, Nd	39.96
7/2/2025	7/1/2025	Acme Tools Minot	232.99
7/2/2025	7/1/2025	Amazon Mktpl	249.96
7/2/2025	7/1/2025	Butler Machinery Cat	132.56
7/2/2025	7/1/2025	Amazon Mktpl	283.88
7/2/2025	7/1/2025	Petco 2605	177.85
7/2/2025	7/1/2025	Verizonwrlss	3,502.73
7/2/2025	7/1/2025	All American Trophies & S	352.60
7/2/2025	7/1/2025	All American Trophies & S	2,790.00
7/2/2025	7/1/2025	Rhomar Industries	1,350.08
7/2/2025	7/1/2025	Core & Main Nd002	558.29
7/2/2025	7/1/2025	1password.Com	4,890.00
7/2/2025	7/1/2025		48.90
7/3/2025	7/1/2025	The Home Depot #3703	198.00
7/3/2025	7/1/2025	Amazon Mktpl	54.95
7/3/2025	7/1/2025	Amazon Prime	14.99
7/3/2025	7/1/2025	Google *youtube Tv	4.99
7/3/2025	7/1/2025	Menards Minot Nd	24.56
7/3/2025	7/1/2025	Menards Minot Nd	105.84

7/3/2025	7/1/2025	Napa Parts 0027632	391.59
7/3/2025	7/1/2025	Officemax/Depot 6513	12.99
7/3/2025	7/1/2025	Fedex390576047014	10.00
7/3/2025	7/1/2025	Fedex390576278431	77.04
7/3/2025	7/1/2025	Gotocom*gotoassist	(3,428.57)
7/3/2025	7/1/2025	Gotocom*gotoassist	(440.00)
7/3/2025	7/1/2025	Prairie Supply Inc	200.00
7/3/2025	7/2/2025	Magic City Car Wash	580.00
7/3/2025	7/2/2025	Border States Industries	42.00
7/3/2025	7/2/2025	Schocks Safe And Lock Se	16.95
7/3/2025	7/2/2025	Williston Herald	124.88
7/3/2025	7/2/2025	Amazon Mktpl	34.98
7/3/2025	7/2/2025	Ludlum Measurements	349.00
7/3/2025	7/2/2025	Macs Minot, Nd	1.88
7/3/2025	7/2/2025	Blackstonelibrary.Com	81.88
7/3/2025	7/2/2025	Cdl School Online	89.00
7/3/2025	7/2/2025	Verizon	478.35
7/4/2025	7/1/2025	Ck Holiday # 06431	205.00
7/4/2025	7/2/2025	Menards Minot Nd	20.56
7/4/2025	7/2/2025	Menards Minot Nd	59.99
7/4/2025	7/2/2025	Menards Minot Nd	449.00
7/4/2025	7/2/2025	Officemax/Depot 6513	51.97
7/4/2025	7/2/2025	Menards Minot Nd	69.97
7/4/2025	7/2/2025	Sq *the Bark Porch Inc	131.25
7/4/2025	7/2/2025	Spi*directv Service	164.98
7/4/2025	7/2/2025	Menards Minot Nd	12.99
7/4/2025	7/3/2025	Amazon Mktpl	96.29
7/4/2025	7/3/2025	Acme Tools Minot	75.98
7/4/2025	7/3/2025	Amazon Mktpl	12.50
7/4/2025	7/3/2025	Everifile 8553837434	135.00
7/4/2025	7/3/2025	Column Public Notice	74.10
7/4/2025	7/3/2025	Sherwin-Williams703380	32.28
7/4/2025	7/3/2025	Amazon Mktpl	33.06
7/4/2025	7/3/2025	Amazon Mktpl	29.95
7/4/2025	7/3/2025	Amazon Mark* Nl2fw9o72	489.48
7/4/2025	7/3/2025	Sp Thefirealarmsupplie	121.20
7/4/2025	7/3/2025	Amazon Mktpl	82.99
7/4/2025	7/3/2025	The Ups Store 1423	224.74
7/4/2025	7/3/2025	Fsp*north Dakota Aviation	100.00
7/4/2025	7/3/2025	Vistaprint Corporate Solu	64.92
7/7/2025	7/3/2025	Menards Minot Nd	70.05
7/7/2025	7/3/2025	Rhi Supply Minot	49.05
7/7/2025	7/3/2025	Napa Parts 0027632	44.99
7/7/2025	7/3/2025	Paypal	950.00

7/7/2025	7/3/2025	Menards Minot Nd	66.14
7/7/2025	7/3/2025	Menards Minot Nd	12.99
7/7/2025	7/3/2025	Swanston Equip Minot	200.00
7/7/2025	7/3/2025	Amazon Mktpl	59.32
7/7/2025	7/3/2025	Officemax/Depot 6513	(11.99)
7/7/2025	7/3/2025	Menards Minot Nd	53.47
7/7/2025	7/3/2025	Paypal	329.80
7/7/2025	7/4/2025	Amazon Mktpl	51.00
7/7/2025	7/4/2025	Cenex-Farmers Union Oil	41.91
7/7/2025	7/4/2025	Candlewood Suites	180.49
7/7/2025	7/4/2025	Candlewood Suites	180.49
7/7/2025	7/4/2025	Cenex-Tri Energy Coopera	33.23
7/7/2025	7/5/2025	Eb *ndasro Summer Conf	125.00
7/7/2025	7/5/2025	Pawtree	144.83
7/7/2025	7/5/2025	Amazon Prime	14.99
7/7/2025	7/5/2025	Amazon Mark* N39er8650	44.78
7/7/2025	7/5/2025	Amazon Prime	14.99
7/7/2025	7/5/2025	Amazon Mark* N302k76v0	50.01
7/7/2025	7/5/2025	Amazon Mktpl	147.89
7/7/2025	7/6/2025	Amazon Mktpl	106.57
7/7/2025	7/6/2025	Amazon Prime	14.99
7/7/2025	7/6/2025	Amazon Reta* Nl73c21d2	89.82
7/7/2025	7/6/2025	Wal-Mart #1636	228.91
7/8/2025	7/6/2025	Menards Minot Nd	19.92
7/8/2025	7/6/2025	Menards Minot Nd	7.77
7/8/2025	7/7/2025	Ice Qube Inc	4,931.50
7/8/2025	7/7/2025	Amazon.Com	(129.29)
7/8/2025	7/7/2025	Cenex-Harleys Arrowhead	287.76
7/8/2025	7/7/2025	Ray Allen Manufacturing	235.93
7/8/2025	7/7/2025	Grainger	82.67
7/8/2025	7/7/2025	Amazon Reta* Nl06y3zy0	28.90
7/8/2025	7/7/2025	Amazon Mark* N361v8yh1	33.99
7/8/2025	7/7/2025	Spi*directv Service	152.99
7/8/2025	7/7/2025	Amazon Mktpl	576.00
7/8/2025	7/7/2025	Tlo Transunion	151.60
7/8/2025	7/7/2025	Srt Communications, Inc	9,719.61
7/8/2025	7/7/2025	Srt Communications, Inc	359.28
7/8/2025	7/7/2025	Srt Communications, Inc	573.88
7/8/2025	7/7/2025	Srt Communications, Inc	873.60
7/8/2025	7/7/2025	Nna Services Llc	158.00
7/8/2025	7/7/2025	In *american Fire & Aviat	2,599.00
7/8/2025	7/7/2025	Border States Industries	89.69
7/8/2025	7/7/2025	Amazon Mktpl	296.00
7/8/2025	7/7/2025	Travel Guard Group Inc	58.84

7/8/2025	7/7/2025	Core & Main Nd002	3,984.72
7/8/2025	7/7/2025	Lowes Printing	95.00
7/8/2025	7/7/2025	Column Public Notice	34.32
7/9/2025	7/7/2025	Cenex- Enerbase Truck Pl	77.84
7/9/2025	7/7/2025	Cenex- Enerbase Truck Pl	77.93
7/9/2025	7/7/2025	Cenex- Enerbase Truck Pl	(77.93)
7/9/2025	7/7/2025	The Home Depot #3703	110.94
7/9/2025	7/8/2025	Amazon.Com*nl3t982y2	160.00
7/9/2025	7/8/2025	Exxon Superpumper #32	30.00
7/9/2025	7/8/2025	Runnings Of Minot	66.93
7/9/2025	7/8/2025	Galls	1,055.32
7/9/2025	7/8/2025	Fastenal Company 01ndmin	314.61
7/9/2025	7/8/2025	Ingram Library Services	704.89
7/9/2025	7/8/2025	Ebeltoft . Sickler . Lawy	710.00
7/9/2025	7/8/2025	Muus Lumber And Hardware-	589.58
7/9/2025	7/8/2025	Amazon Mark* Nl8sb83j0	37.69
7/9/2025	7/8/2025	Amazon Mktpl	66.99
7/9/2025	7/8/2025	Column Public Notice	8.02
7/9/2025	7/8/2025	Arrowhead Ace	216.86
7/9/2025	7/8/2025	Acme Tools Minot	69.95
7/9/2025	7/8/2025	All American Trophies & S	39.95
7/9/2025	7/8/2025	Amazon Mktpl	35.05
7/9/2025	7/8/2025	In *dakota Fire Extinguis	423.91
7/9/2025	7/8/2025	Community Transportation	500.00
7/9/2025	7/8/2025	Cdl School Online	89.00
7/9/2025	7/8/2025	All American Trophies & S	1,375.00
7/9/2025	7/9/2025	Barnes&noble Papersource	426.99
7/10/2025	7/8/2025	Menards Minot Nd	5.13
7/10/2025	7/8/2025	Menards Minot Nd	75.84
7/10/2025	7/8/2025	Menards Minot Nd	20.55
7/10/2025	7/8/2025	Menards Minot Nd	39.96
7/10/2025	7/8/2025	Menards Minot Nd	33.33
7/10/2025	7/8/2025	Marketplace Foods A	57.40
7/10/2025	7/9/2025	Enerbase	1,030.15
7/10/2025	7/9/2025	Runnings Of Minot	3.00
7/10/2025	7/9/2025	Ingram Library Services	49.20
7/10/2025	7/9/2025	Verizonwrlss	170.16
7/10/2025	7/9/2025	Amazon Mktpl	31.69
7/10/2025	7/9/2025	Amazon Mark* Nl1x30g61	24.16
7/10/2025	7/9/2025	Amazon Mark* Nl6ux4pv1	27.71
7/10/2025	7/9/2025	Amazon Mktpl	36.62
7/10/2025	7/9/2025	Amazon Mktpl	92.87
7/10/2025	7/9/2025	Amazon Mktpl	69.00
7/10/2025	7/9/2025	Core & Main Nd002	64.43

7/10/2025	7/9/2025	Dollar General #19758	31.50
7/10/2025	7/9/2025	Scheels Minot	38.68
7/10/2025	7/9/2025	Amazon Mktpl	69.97
7/10/2025	7/9/2025	Amazon Mktpl	127.50
7/10/2025	7/9/2025	Amazon Mktpl	253.47
7/10/2025	7/9/2025	Macs Minot, Nd	36.00
7/10/2025	7/9/2025	The Ups Store 1423	22.11
7/10/2025	7/9/2025	Schocks Safe And Lock Se	275.40
7/10/2025	7/9/2025	Galls	1,204.24
7/10/2025	7/9/2025	Dakota Supply Group - Bis	4,317.55
7/10/2025	7/9/2025	Amazon Mktpl	39.99
7/10/2025	7/10/2025	Amazon Mark* Nl2xs96q0	378.93
7/11/2025	7/8/2025	Menards Minot Nd	(61.47)
7/11/2025	7/9/2025	Main Electric Constructn	318.00
7/11/2025	7/9/2025	Main Electric Constructn	318.00
7/11/2025	7/9/2025	Main Electric Constructn	726.00
7/11/2025	7/9/2025	Main Electric Constructn	624.00
7/11/2025	7/9/2025	Main Electric Constructn	522.00
7/11/2025	7/9/2025	Main Electric Constructn	424.48
7/11/2025	7/9/2025	Fedex390853557895	55.46
7/11/2025	7/9/2025	West Oaks Animal Hospital	204.17
7/11/2025	7/9/2025	Menards Minot Nd	12.99
7/11/2025	7/9/2025	Marketplace Foods	62.50
7/11/2025	7/9/2025	Marketplace Foods	11.65
7/11/2025	7/10/2025	Amazon.Com	(32.00)
7/11/2025	7/10/2025	Transportation Security C	1,000.00
7/11/2025	7/10/2025	Akc Ecommerce	64.00
7/11/2025	7/10/2025	Ingram Library Services	224.37
7/11/2025	7/10/2025	Fireside Office Solution	974.44
7/11/2025	7/10/2025	Amazon Mark* Nl0gq6730	612.94
7/11/2025	7/10/2025	Runnings Of Minot	274.34
7/11/2025	7/10/2025	Hlu*huluplus	92.98
7/11/2025	7/10/2025	Core & Main Nd002	147.34
7/11/2025	7/10/2025	Sp Sweepscrub.Com	208.70
7/11/2025	7/10/2025	Amazon Mktpl	35.28
7/11/2025	7/10/2025	Py *swanson & Warcup, Ltd	319.00
7/11/2025	7/10/2025	Py *swanson & Warcup, Ltd	87.00
7/11/2025	7/10/2025	Py *swanson & Warcup, Ltd	1,827.00
7/11/2025	7/10/2025	Amazon Mktpl	30.91
7/11/2025	7/10/2025	Sp Fbrc8 Llc	53.36
7/11/2025	7/10/2025	Nd Secretary Of State	36.00
7/11/2025	7/10/2025	Column Public Notice	54.08
7/11/2025	7/10/2025	At&t Payment	426.12
7/11/2025	7/10/2025	At&t Payment	441.36

7/11/2025	7/10/2025	Amazon Mktpl	118.66
7/11/2025	7/10/2025	Htl*omnishorehamho	1,356.60
7/11/2025	7/10/2025	Delta Air	587.97
7/14/2025	7/10/2025	The Computer Store	399.99
7/14/2025	7/10/2025	Tfs*thermosci Portable	1,830.00
7/14/2025	7/10/2025	Ward County Recorder	65.00
7/14/2025	7/10/2025	Municipay(M3)*service Fe	1.72
7/14/2025	7/10/2025	Menards Minot Nd	157.71
7/14/2025	7/10/2025	Amazon Mktpl	30.85
7/14/2025	7/10/2025	Butler Machinery Company	362.28
7/14/2025	7/10/2025	Butler Machinery Company	208.90
7/14/2025	7/10/2025	Carquest Auto	879.20
7/14/2025	7/10/2025	Swanston Equip Minot	600.00
7/14/2025	7/10/2025	Dynamism, Inc.	756.47
7/14/2025	7/10/2025	Material Testing Services	2,264.85
7/14/2025	7/10/2025	Material Testing Services	11,319.00
7/14/2025	7/10/2025	Material Testing Services	1,890.00
7/14/2025	7/10/2025	Material Testing Services	742.35
7/14/2025	7/10/2025	Material Testing Services	922.95
7/14/2025	7/10/2025	Material Testing Services	2,376.15
7/14/2025	7/10/2025	American Association O	925.00
7/14/2025	7/11/2025	The Home Depot #3703	149.00
7/14/2025	7/11/2025	Ice Qube Inc	365.79
7/14/2025	7/11/2025	Napa Parts 0027632	66.99
7/14/2025	7/11/2025	Carquest Auto	103.50
7/14/2025	7/11/2025	Rhi Supply Minot	642.95
7/14/2025	7/11/2025	The Home Depot #3703	109.00
7/14/2025	7/11/2025	In *dakota Fire Extinguis	27.32
7/14/2025	7/11/2025	In *dakota Fire Extinguis	23.52
7/14/2025	7/11/2025	In *dakota Fire Extinguis	48.50
7/14/2025	7/11/2025	Amazon Mark* Nl5ue62k1	253.19
7/14/2025	7/11/2025	Arrowhead Ace	17.99
7/14/2025	7/11/2025	Menards Minot Nd	39.32
7/14/2025	7/11/2025	Ndrin-Nd Land Records	30.00
7/14/2025	7/11/2025	Scheels Minot	38.68
7/14/2025	7/11/2025	Dacotah Paper Co	305.76
7/14/2025	7/11/2025	Verizonwrlss	40.01
7/14/2025	7/11/2025	Verizonwrlss	372.58
7/14/2025	7/11/2025	All American Trophies & S	(24.60)
7/14/2025	7/11/2025	Patc Training	675.00
7/14/2025	7/11/2025	Menards Minot Nd	9.99
7/14/2025	7/11/2025	Amazon Mktpl	190.33
7/14/2025	7/11/2025	Acme Tools Minot	19.99
7/14/2025	7/11/2025	Wm Supercenter #1636	18.24

7/14/2025	7/11/2025	In *american Fire & Aviat	3,201.00
7/14/2025	7/11/2025	Fedex390931447499	53.25
7/14/2025	7/11/2025	Schocks Safe And Lock Se	10.50
7/14/2025	7/11/2025	Travel Guard Group Inc	(58.84)
7/14/2025	7/11/2025	Officemax/Depot 6513	154.98
7/14/2025	7/11/2025	Macs Minot, Nd	100.56
7/14/2025	7/12/2025	Vzwrlss*apocc Visb	40.01
7/14/2025	7/12/2025	Amazon Mark* Nr3601cv1	7.25
7/14/2025	7/12/2025	Adobe Inc	29.99
7/14/2025	7/12/2025	Verizonwrlss	105.10
7/14/2025	7/12/2025	Verizonwrlss	29.47
7/14/2025	7/12/2025	Amazon Mktpl	198.57
7/14/2025	7/12/2025	Amazon Mktpl	96.80
7/14/2025	7/12/2025	Amazon Reta* Nl0ws2ys1	76.00
7/14/2025	7/12/2025	Fedex	26.31
7/14/2025	7/12/2025	Amazon Mktpl	15.12
7/14/2025	7/13/2025	Amazon Reta* Nr2cr8xw0	69.99
7/14/2025	7/13/2025	Amazon Reta* Nr7dq6n81	367.81
7/14/2025	7/13/2025	Dmi* Dell K-12/Govt	503.98
7/14/2025	7/14/2025	Amazon Reta* 847qg02g3	69.99
7/15/2025	7/13/2025	Menards Minot Nd	26.94
7/15/2025	7/14/2025	Macs Minot, Nd	13.98
7/15/2025	7/14/2025	Petco 2605	32.24
7/15/2025	7/14/2025	Balco Uniform Co Inc	132.00
7/15/2025	7/14/2025	Iaao	125.00
7/15/2025	7/14/2025	Amazon Mktpl	86.87
7/15/2025	7/14/2025	Amazon Mktpl	125.24
7/15/2025	7/14/2025	Fire- Dex Gw	1,264.53
7/15/2025	7/14/2025	Wal-Mart #1636	104.98
7/15/2025	7/15/2025	National Emergency Train	220.29
7/15/2025	7/15/2025	Dmi* Dell K-12/Govt	12.00
7/16/2025	7/14/2025	Menards Minot Nd	8.22
7/16/2025	7/14/2025	Menards Minot Nd	7.74
7/16/2025	7/14/2025	Awg 2557	40.09
7/16/2025	7/14/2025	Grand Forks Fire Equip	320.00
7/16/2025	7/14/2025	Butler Machinery Company	81.69
7/16/2025	7/14/2025	Nova Fire Protection	175.00
7/16/2025	7/15/2025	Acme Tools Minot	29.97
7/16/2025	7/15/2025	Balco Uniform Co Inc	2,772.00
7/16/2025	7/15/2025	Vzwrlss*apocc Visb	420.34
7/16/2025	7/15/2025	Amazon Mark* Vj7qr4r03	68.48
7/16/2025	7/15/2025	Amazon Mark* 3l8xa2sl3	10.00
7/16/2025	7/15/2025	Verizonwrlss	72.01
7/16/2025	7/15/2025	Amazon Mktpl	10.99

7/16/2025	7/15/2025	Tmg Business Services	1,153.50
7/16/2025	7/15/2025	Lowes Printing	834.50
7/16/2025	7/15/2025	Trinity Corporate Finance	102.00
7/16/2025	7/15/2025	Amazon Mktpl	21.87
7/16/2025	7/15/2025	Scheels Minot	665.00
7/16/2025	7/15/2025	Column Public Notice	335.34
7/16/2025	7/15/2025	Column Public Notice	343.20
7/16/2025	7/15/2025	470 Auto Value - Minot	66.87
7/16/2025	7/15/2025	Vzwrlss*apocc Visb	440.17
7/16/2025	7/15/2025	Delta Air	407.97
7/16/2025	7/15/2025	Tmg Business Services	1,193.25
7/16/2025	7/15/2025	Trinity Corporate Finance	4,500.00
7/16/2025	7/15/2025	Py *swanson & Warcup, Ltd	609.00
7/16/2025	7/16/2025	H.A. Thompson & Sons	9,622.55
7/17/2025	7/14/2025	Menards Minot Nd	(7.74)
7/17/2025	7/15/2025	Menards Minot Nd	6.98
7/17/2025	7/15/2025	Menards Minot Nd	104.97
7/17/2025	7/15/2025	Menards Minot Nd	15.98
7/17/2025	7/15/2025	The Home Depot 3703	95.98
7/17/2025	7/15/2025	Officemax/Depot 6513	33.68
7/17/2025	7/15/2025	Hobby Lobby #382	227.37
7/17/2025	7/15/2025	Htl*canadinnsdesti	538.48
7/17/2025	7/15/2025	The Home Depot #3703	2,399.99
7/17/2025	7/16/2025	Schocks Safe And Lock Se	17.50
7/17/2025	7/16/2025	Feld Fire	1,590.00
7/17/2025	7/16/2025	Netflix.Com	24.99
7/17/2025	7/16/2025	Eb *2025 Goscma Annual	(161.65)
7/17/2025	7/16/2025	Column Public Notice	411.64
7/17/2025	7/16/2025	Acme Tools Minot	627.98
7/17/2025	7/16/2025	Oday Equipment Llc	841.55
7/17/2025	7/16/2025	Acme Tools Minot	33.99
7/17/2025	7/16/2025	Und-Extended Learning-	300.00
7/18/2025	7/16/2025	Vestis Services Llc	33.50
7/18/2025	7/16/2025	Papa Johns #2981	90.95
7/18/2025	7/16/2025	Carquest Auto	30.81
7/18/2025	7/16/2025	Carquest Auto	19.96
7/18/2025	7/16/2025	The Home Depot #3703	33.44
7/18/2025	7/16/2025	Napa Parts 0027632	19.99
7/18/2025	7/16/2025	Menards Minot Nd	75.99
7/18/2025	7/16/2025	Rhi Supply Minot	229.85
7/18/2025	7/17/2025	Und-Extended Learning-	300.00
7/18/2025	7/17/2025	Dakota Supply Group - Ws	48.95
7/18/2025	7/17/2025	Acme Tools Minot	49.95
7/18/2025	7/17/2025	Und-Extended Learning-	300.00

7/18/2025	7/17/2025	Chewy.Com	245.08
7/18/2025	7/17/2025	Thorsrud Supply Co	175.40
7/18/2025	7/17/2025	Acme Tools Minot	21.98
7/18/2025	7/17/2025	Dacotah Paper Co	418.86
7/18/2025	7/17/2025	Enerbase	311.83
7/18/2025	7/17/2025	Und-Extended Learning-	275.00
7/18/2025	7/17/2025	Harbor Freight Tools3246	109.99
7/18/2025	7/17/2025	Scheels Minot	38.68
7/18/2025	7/17/2025	Tractor-Supply-Co #0130	92.95
7/18/2025	7/17/2025	Dollartree	43.75
7/18/2025	7/17/2025	Midco - Call Center	208.74
7/18/2025	7/17/2025	The Ups Store 1423	39.05
7/18/2025	7/17/2025	Bwy*swana 800 467 9262	355.00
7/18/2025	7/17/2025	Batteries Plus #0639	36.30
7/18/2025	7/17/2025	Razor Tracking Inc.	239.00
7/18/2025	7/17/2025	Ferguson Entprs 3094	90.20
7/18/2025	7/17/2025	Advanced Business Methods	175.00
7/18/2025	7/18/2025	Bkg*hotel At Booking.C	270.32
7/18/2025	7/18/2025	Bkg*hotel At Booking.C	527.72
7/21/2025	7/17/2025	Menards Minot Nd	99.99
7/21/2025	7/17/2025	Amazon Mktpl	33.66
7/21/2025	7/17/2025	Carquest Auto	130.92
7/21/2025	7/17/2025	Carquest Auto	11.56
7/21/2025	7/17/2025	Rhi Supply Minot	43.85
7/21/2025	7/17/2025	Butler Machinery Company	197.54
7/21/2025	7/17/2025	Menards Minot Nd	16.25
7/21/2025	7/17/2025	Menards Minot Nd	25.83
7/21/2025	7/17/2025	Nd Dept Of Envir Qual	1,000.00
7/21/2025	7/17/2025	Menards Minot Nd	28.37
7/21/2025	7/17/2025	Paymentus Corporation	25.00
7/21/2025	7/17/2025	Menards Minot Nd	3.98
7/21/2025	7/17/2025	Fedex391148109640	53.25
7/21/2025	7/17/2025	Menards Minot Nd	22.99
7/21/2025	7/18/2025	Swanston Equip Minot	365.44
7/21/2025	7/18/2025	The Home Depot #3703	71.71
7/21/2025	7/18/2025	Macs Minot, Nd	68.49
7/21/2025	7/18/2025	Tst* Minot Badlands Resta	20.92
7/21/2025	7/18/2025	Balco Uniform Co Inc	416.00
7/21/2025	7/18/2025	Balco Uniform Co Inc	339.00
7/21/2025	7/18/2025	Balco Uniform Co Inc	1,544.00
7/21/2025	7/18/2025	Carquest Auto	21.65
7/21/2025	7/18/2025	Amazon Mark* 7k9v85g43	12.32
7/21/2025	7/18/2025	Amazon Reta* Ka3fd84w3	7.63
7/21/2025	7/18/2025	Menards Minot Nd	59.48

7/21/2025	7/18/2025	Menards Minot Nd	13.94
7/21/2025	7/18/2025	Amazon Mktpl	43.60
7/21/2025	7/18/2025	Dollartree	33.75
7/21/2025	7/18/2025	Shell Oil10083952019	23.16
7/21/2025	7/18/2025	Web	216.92
7/21/2025	7/18/2025	Tfs*fishersci Ecom Hus	144.20
7/21/2025	7/18/2025	Amazon Mktpl	144.70
7/21/2025	7/18/2025	Karls Tv And Appliance 32	116.99
7/21/2025	7/18/2025	Patc Training	675.00
7/21/2025	7/18/2025	Und-Extended Learning-	275.00
7/21/2025	7/18/2025	Core & Main Nd002	189.00
7/21/2025	7/18/2025	Hcm*uhl Company Inc	227.00
7/21/2025	7/19/2025	Amazon Mktpl	109.63
7/21/2025	7/19/2025	Amazon Mktpl	11.99
7/21/2025	7/19/2025	Amazon Reta* Ag3h533e3	18.15
7/21/2025	7/19/2025	Amazon Mktpl	39.58
7/21/2025	7/19/2025	Amazon.Com*ta2rb5zd3	69.99
7/21/2025	7/19/2025	Amazon.Com*jv2651nt3	30.48
7/21/2025	7/19/2025	Quadient Leasing Usa O	1,279.23
7/21/2025	7/19/2025	Amazon Mktpl	52.49
7/21/2025	7/20/2025	Nd State Fair-E Commer	50.00
7/21/2025	7/20/2025	Cenex-Convenience Store	100.39
7/21/2025	7/20/2025	Cenex-Petro Serve Usa	87.53
7/21/2025	7/20/2025	Amazon Reta* Qs9xk2wz3	21.99
7/21/2025	7/20/2025	Amazon Mark* Fi4qn7363	104.99
7/21/2025	7/20/2025	The Public Bored	200.00
7/21/2025	7/20/2025	Cvs/Pharmacy #08611	264.45
7/21/2025	7/20/2025	Amazon Mktpl	27.95
7/22/2025	7/21/2025	Fsp*north Dakota Aviation	100.00
7/22/2025	7/21/2025	Amazon Reta* Kk70n53h3	22.74
7/22/2025	7/21/2025	Amazon Reta* Ws2ta1r03	19.59
7/22/2025	7/21/2025	Amazon Reta* 0g5xk41w3	12.09
7/22/2025	7/21/2025	Amazon Reta* 317fc8pw3	13.00
7/22/2025	7/21/2025	Amazon Mktplace Pmts	(15.42)
7/22/2025	7/21/2025	Column Public Notice	97.20
7/22/2025	7/21/2025	K9 Storm Inc	3,836.00
7/22/2025	7/21/2025		38.36
7/22/2025	7/21/2025	Hr Certification Institut	169.00
7/22/2025	7/21/2025	Gemar Photography	150.00
7/22/2025	7/21/2025	At&t Payment	830.75
7/22/2025	7/21/2025	Vistaprint Corporate Solu	64.92
7/23/2025	7/21/2025	Officemax/Depot 6513	31.99
7/23/2025	7/21/2025	Officemax/Depot 6513	135.79
7/23/2025	7/21/2025	Menards Minot Nd	6.49

7/23/2025	7/21/2025	Officemax/Depot 6513	109.80
7/23/2025	7/22/2025	Swanston Equip Minot	81.12
7/23/2025	7/22/2025	Minnesota Valley Testing	604.25
7/23/2025	7/22/2025	Runnings Of Minot	9.99
7/23/2025	7/22/2025	Runnings Of Minot	27.99
7/23/2025	7/22/2025	470 Auto Value - Minot	120.00
7/23/2025	7/22/2025	Galls	985.21
7/23/2025	7/22/2025	Intl Code Council Inc	100.00
7/23/2025	7/22/2025	Amano McGann Inc	2,645.04
7/23/2025	7/22/2025	At&t Payment	100.08
7/23/2025	7/22/2025	Oday Equipment Llc	59.16
7/23/2025	7/22/2025	Nd Dept Of Envir Qual	325.00
7/23/2025	7/22/2025	In *dakota Fire Extinguis	28.58
7/23/2025	7/22/2025	Paymentus Corporation	8.13
7/23/2025	7/22/2025	Sq *the Bark Porch Inc	120.00
7/23/2025	7/22/2025	In *dakota Fire Extinguis	119.10
7/23/2025	7/22/2025	Hach Company	92.14
7/23/2025	7/22/2025	Wal-Mart #1636	10.76
7/23/2025	7/22/2025	Schocks Safe And Lock Se	39.30
7/23/2025	7/22/2025	Amazon Reta* 772wk6jw3	420.83
7/23/2025	7/22/2025	Gotocom*goto.Com	9,216.60
7/23/2025	7/22/2025	Western-Beef 099	1,500.00
7/23/2025	7/22/2025	Amazon Mktpl	69.99
7/24/2025	7/22/2025	Menards Minot Nd	119.98
7/24/2025	7/22/2025	Napa Parts 0027632	37.98
7/24/2025	7/22/2025	Rhi Supply Minot	31.75
7/24/2025	7/22/2025	Menards Minot Nd	23.44
7/24/2025	7/22/2025	Menards Minot Nd	76.50
7/24/2025	7/22/2025	Menards Minot Nd	14.99
7/24/2025	7/23/2025	Paymentus Corporation	1.25
7/24/2025	7/23/2025	Nd Dept Of Envir Qual	50.00
7/24/2025	7/23/2025	Cummins Inc - E9	3,482.55
7/24/2025	7/23/2025	Minnesota Valley Testing	401.00
7/24/2025	7/23/2025	Dakota Supply Group - Ws	49.01
7/24/2025	7/23/2025	Petco 2605	(32.24)
7/24/2025	7/23/2025	Acme Tools Minot	25.99
7/24/2025	7/23/2025	Schocks Safe And Lock Se	21.00
7/24/2025	7/23/2025	Factory Motor Parts (93)	41.88
7/24/2025	7/23/2025	Amazon Mark* 1g1wd53g3	68.78
7/24/2025	7/23/2025	Amazon Mark* 372l32ub3	41.41
7/24/2025	7/23/2025	Google *youtube Tv	82.99
7/24/2025	7/23/2025	At&t Payment	45.96
7/24/2025	7/23/2025	Column Public Notice	176.80
7/24/2025	7/23/2025	Inside The Tape	310.00

7/24/2025	7/23/2025	Core & Main Nd002	623.40
7/24/2025	7/23/2025	Amazon Mark* L90vc8ba3	11.99
7/24/2025	7/23/2025	Border States Industries	359.95
7/24/2025	7/24/2025	Barnes&noble Papersource	35.73
7/24/2025	7/24/2025	Amazon.Com*727el0ch3	109.98
7/25/2025	7/23/2025	Menards Minot Nd	105.31
7/25/2025	7/23/2025	Rhi Supply Minot	190.03
7/25/2025	7/23/2025	Napa Parts 0027632	26.76
7/25/2025	7/23/2025	Butler Machinery Company	201.79
7/25/2025	7/23/2025	Military Names Llc	23.00
7/25/2025	7/23/2025	United	40.00
7/25/2025	7/23/2025	Rhi Supply Minot	66.27
7/25/2025	7/23/2025	Officemax/Depot 6513	351.97
7/25/2025	7/23/2025	Amazon Mark* Nl5ue62k1	(15.95)
7/25/2025	7/23/2025	Amazon Mark* Nl0gq6730	(48.70)
7/25/2025	7/23/2025	Amazon Reta* 317fc8pw3	(3.25)
7/25/2025	7/23/2025	Amazon Mark* Nl2xs96q0	(6.66)
7/25/2025	7/23/2025	Officemax/Depot 6513	382.20
7/25/2025	7/23/2025	Napa Parts 0027632	20.99
7/25/2025	7/23/2025	Eggers Electric Motor	410.00
7/25/2025	7/23/2025	Menards Minot Nd	201.24
7/25/2025	7/23/2025	Fedex391343026081	44.95
7/25/2025	7/23/2025	Grand Forks Fire Equip	288.99
7/25/2025	7/23/2025	Radisson Hotel Bismarc	205.00
7/25/2025	7/24/2025	All American Trophies & S	48.00
7/25/2025	7/24/2025	Ialeia, Inc.	50.00
7/25/2025	7/24/2025	470 Auto Value - Minot	70.56
7/25/2025	7/24/2025	Justice Clearinghouse	50.00
7/25/2025	7/24/2025	Balco Uniform Co Inc	1,544.00
7/25/2025	7/24/2025	Thorsrud Supply Co	202.00
7/25/2025	7/24/2025	Fsp*north Dakota Aviation	100.00
7/25/2025	7/24/2025	Sq *the Bark Porch Inc	126.00
7/25/2025	7/24/2025	Cornwell Performance T	421.95
7/25/2025	7/24/2025	Und-Extended Learning-	135.00
7/25/2025	7/24/2025	Dacotah Paper Co	87.57
7/25/2025	7/24/2025	Amazon Mark* Nl2xs96q0	(10.94)
7/25/2025	7/24/2025	Amazon Reta* Qc4z20yf3	9.22
7/25/2025	7/24/2025	Amazon Mark* Nl5ue62k1	(19.99)
7/25/2025	7/24/2025	Amazon Mark* Nl2xs96q0	(17.29)
7/25/2025	7/24/2025	Acme Tools Minot	49.99
7/25/2025	7/24/2025	Acme Tools Minot	118.98
7/25/2025	7/24/2025	Acme Tools Minot	289.00
7/25/2025	7/24/2025	Hach Company	22.65
7/25/2025	7/24/2025	Margies Art Glass Studio	50.00

7/25/2025	7/24/2025	Amazon Reta* 653jc65e3	90.44
7/25/2025	7/24/2025	Sp Natures Nook Toy	50.00
7/25/2025	7/24/2025	Dollar Tree	43.75
7/25/2025	7/24/2025	Chaos Games Llc	51.50
7/25/2025	7/24/2025	Sq *magic City Hoagies &	50.00
7/25/2025	7/24/2025	Cenex-Petro Serve Usa	35.50
7/25/2025	7/24/2025	Nd Dept Of Envir Qual	50.00
7/25/2025	7/24/2025	Paymentus Corporation	1.25
7/25/2025	7/24/2025	Nd Dept Of Envir Qual	25.00
7/25/2025	7/24/2025	Paymentus Corporation	0.63
7/25/2025	7/24/2025	North Country Sports	18.00
7/25/2025	7/25/2025	Dmi* Dell K-12/Govt	251.99
7/28/2025	7/23/2025	Menards Minot Nd	(6.33)
7/28/2025	7/24/2025	Carquest Auto	19.79
7/28/2025	7/24/2025	My Place Hotel - East	285.54
7/28/2025	7/24/2025	Briteway Window Cleaning	285.00
7/28/2025	7/24/2025	Menards Minot Nd	39.97
7/28/2025	7/24/2025	Menards Minot Nd	1.96
7/28/2025	7/24/2025	Officemax/Depot 6513	17.99
7/28/2025	7/24/2025	Magic City Discovery Cen	50.00
7/28/2025	7/24/2025	Homes To Suites By Hilton	365.49
7/28/2025	7/24/2025	Menards Minot Nd	68.74
7/28/2025	7/25/2025	La Quinta Motor Inns	440.00
7/28/2025	7/25/2025	Bts*innovativeofficesltns	618.15
7/28/2025	7/25/2025	Att	345.10
7/28/2025	7/25/2025	Amazon Mktpl	350.05
7/28/2025	7/25/2025	Main Street Books	85.03
7/28/2025	7/25/2025	Officemax/Depot 6513	42.03
7/28/2025	7/25/2025	Att	45.96
7/28/2025	7/25/2025	Exxon Superpumper #32	25.00
7/28/2025	7/25/2025	Amazon Mark* Jw0c36yn3	35.99
7/28/2025	7/25/2025	Barnes&noble Papersource	(9.50)
7/28/2025	7/25/2025	Kates-Boylston Publica	30.00
7/28/2025	7/25/2025	Amazon Mktpl	1,456.82
7/28/2025	7/25/2025	Menards Minot Nd	50.91
7/28/2025	7/25/2025	Planet Pizza	51.75
7/28/2025	7/25/2025	Get Air Minot Llc	50.00
7/28/2025	7/25/2025	Sq *the Putt District	50.00
7/28/2025	7/25/2025	Northhillbowl	50.00
7/28/2025	7/25/2025	Sq *oak Park Theater	50.00
7/28/2025	7/25/2025	Main Street Books	50.00
7/28/2025	7/25/2025	Att	193.92
7/28/2025	7/25/2025	Best Buy 00010637	84.97
7/28/2025	7/25/2025	Att	1,112.36

7/28/2025	7/25/2025	Att	523.08
7/28/2025	7/25/2025	Schocks Safe And Lock Se	32.95
7/28/2025	7/25/2025	At&t Payment	392.00
7/28/2025	7/25/2025	Att	137.88
7/28/2025	7/25/2025	Att	45.96
7/28/2025	7/25/2025	Monarch Cas Res Spa	222.34
7/28/2025	7/26/2025	Amazon Mktpl	35.50
7/28/2025	7/26/2025	Amazon.Com*zq2tp8ar3	36.00
7/28/2025	7/26/2025	Amazon Mark* 9a6po4u03	222.59
7/28/2025	7/26/2025	Amazon Reta* Va6138623	147.14
7/28/2025	7/26/2025	Barnes&noble Papersource	69.58
7/28/2025	7/26/2025	Amazon Mktpl	17.99
7/28/2025	7/26/2025	Scheels Minot	64.99
7/28/2025	7/26/2025	Und-Extended Learning-	275.00
7/28/2025	7/26/2025	Amazon Mktpl	48.68
7/28/2025	7/26/2025	Dmi* Dell K-12/Govt	251.99
7/28/2025	7/27/2025	Usabluebook	600.97
7/28/2025	7/27/2025	Nd Dept Of Envir Qual	75.00
7/28/2025	7/27/2025	Paymentus Corporation	1.88
7/28/2025	7/27/2025	Amazon Mark* Sl7ng9tt3	24.99
7/28/2025	7/27/2025	Hlu*huluplus	2.99
7/28/2025	7/27/2025	Barnes&noble Papersource	(18.50)
7/28/2025	7/27/2025	Hlu*huluplus	2.99
7/28/2025	7/27/2025	Netflix.Com	24.99
7/28/2025	7/27/2025	Nd State Fair-E Commer	24.00
7/28/2025	7/27/2025	I Done This	540.00
7/28/2025	7/28/2025	Crunchyroll	11.99
7/28/2025	7/28/2025	Crunchyroll	11.99
7/29/2025	7/27/2025	Menards Minot Nd	19.92
7/29/2025	7/28/2025	Macs Minot, Nd	21.99
7/29/2025	7/28/2025	Vestis Services Llc	33.50
7/29/2025	7/28/2025	Fastenal Company 01ndmin	35.43
7/29/2025	7/28/2025	Amazon Mark* 8v4qp7kz3	16.99
7/29/2025	7/28/2025	Core & Main Nd002	128.00
7/29/2025	7/28/2025	Att	51.00
7/29/2025	7/28/2025	Column Public Notice	750.87
7/29/2025	7/28/2025	Core & Main Nd002	450.80
7/29/2025	7/28/2025	Locators & Supplies Inc	734.99
7/29/2025	7/28/2025	Amazon Mktpl	9.95
			205,372.90

TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: August 4, 2025

SUBJECT: AIRPORT LOA WITH EXECUTIVE AIR

I. RECOMMENDED ACTION

It is recommended City Council approve the attached LOA and allow the Mayor to sign the document on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot International Airport (MOT) provides infrastructure for aircraft to conduct standard operations. Currently, Executive Air Taxi Corporation's (Executive Air) primary business in Minot is to conduct the standard operations of life-flights for Trinity Hospital.

Executive Air conducts irregular operations during its flight training and, if necessary, during emergency operations. The flight training operations are not included in its current agreements with MOT. One form of irregular operation includes conducting a "no-hydraulic" simulated emergency landing procedure. This simulation is a requirement of rotorcraft pilots in order to maintain their certifications. Due to safety concerns around this type of simulation, Executive Air requests the operation be conducted at MOT which has aircraft rescue and fire fighting (ARFF) on duty at all times.

B. Proposed Project

Allow Executive Air Taxi Corporation to train its rotorcraft pilots using the attached Letter of Agreement (LOA). This LOA spells out the minimum responsibilities of both Executive Air and MOT.

C. Recommendation Detail

The time constraint is Executive Air's pilots have a mandatory flight reviews and re-certifications with the FAA this Summer and Fall. The FAA will require the pilot demonstrate his/her ability to safely land the rotorcraft in a variety of

simulated emergency landing procedures, to include the "no-hydraulic" simulation.

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
This LOA will allow Executive Air to ensure it has well trained pilots who can safety land rotorcraft in emergency situations.

C. Fiscal Impact
There are no anticipated fiscal impacts to the City or MOT. Executive Air is required to have on file with MOT minimum insurance levels per the LOA in the event the landings cause damage to City property or equipment.

VI. ALTERNATIVES

The City Council could choose to not approve the LOA and Executive Air would have to send its pilots to an alternate airport to conduct its FAA mandatory annual training.

CITY OF MINOT'S
MINOT INTERNATIONAL AIRPORT with
EXECUTIVE AIR TAXI CORPORATION

LETTER OF AGREEMENT

Effective: __August 4, 2025_

SUBJECT: SIMULATED EMERGENCY PROCEDURES FOR TRAINING AND CERTIFICATIONS

1. **PURPOSE:** To establish allowable simulated emergency procedures for training and certifications at the Minot International Airport.

2. **SCOPE:** This Letter of Agreement (LOA) establishes the procedures and mutual responsibilities governing simulated emergency procedure landings conducted by Executive Air Taxi Corporation (EXECUTIVE) at City of Minot's Minot International Airport (MOT). These operations support pilot training, initial certification, recurrent certification, and flight reviews.

3. **NOTIFICATION:** Executive Air Taxi shall notify MOT's Air Traffic Control Tower (ATCT) of planned simulated emergency procedure landings in a rotorcraft which involve a "no hydraulics" simulation during ATCT operational hours. If the ATCT is closed, notification shall be provided to the MOT Operations department. Acceptable methods of notification include radio, phone, or other approved communication channels.

4. **DEFINITIONS:**
   a. **Rotorcraft -** Aircraft that primarily relies on rotating airfoils (rotors) for lift and propulsion.

   b. **Simulated Emergency Procedure Landing** – A training exercise where pilots practice landing an aircraft simulating a situation where the engine has failed or another critical system has malfunctioned, forcing a landing without engine power. These simulations aim to develop the pilot's skills in judgment, planning, and aircraft control in a low-power or no-power scenario.

5. **RESPONSIBILITIES**
   a. **Executive Air Taxi Corporation:**
      i. Conduct between two (2) and four (4) simulated "no hydraulics" emergency landings per pilot per year, including those required for initial certification, biennial flight reviews, recertification, and check rides.
      ii. Conduct landings only on movement or designated non-movement paved areas as assigned by ATCT or MOT Operations.
      iii. Ensure all rotorcraft are equipped with properly installed skid shoes or other protective materials approved by MOT (e.g., Surfacite, Carbite, approved metal alloy) to prevent pavement damage.
      iv. Be fully financially responsible for the cost of repairing or replacing any airport infrastructure or property (including, but not limited to, pavement, equipment, vehicles, and facilitates) that is damaged as a result of its operations.
      v. Promptly report to MOT Operations and known or suspected damage to MOT property or infrastructure caused during operations. Such reports must be made within one (1) calendar of the occurrence or discovery of the damage.

^ day MOT Initial: _____
EXECUTIVE Initial: _____

vi. Maintain current insurance coverage in full compliance with the then current version of the MOT Rules and Regulations, and ensure that an up-to-date certificate of insurance is filed with MOT each year upon renewal.

b. **Airport Operations**:

i. Permit EXECUTIVE to conduct between two (2) and four (4) simulated "no hydraulics" emergency landings per pilot per year, including those required for initial certification, biennial flight reviews, recertifications, and check rides.

ii. Monitor the airfield surfaces and equipment and promptly notify EXECUTIVE of any suspected damage resulting from simulated landings.

iii. Coordinate any necessary repairs or replacement of any airport infrastructure or city-owned property that is damaged by EXECUTIVE. Airport will be responsible for obtaining estimates, hiring contractor, and invoicing EXECUTIVE for all repair or replacement costs.

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

City of Minot:		**Executive Air Taxi Corporation:**
Minot International Airport		Executive Air
c/o Airport Director		c/o Paul Vetter, COO
305 Airport Road, Suite 216		2301 University Drive, Bldg 48 PO Box 2273
Minot, ND 58703		Bismarck, ND 58502

7. **GOVERNING LAW:** 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.

8. **INDEMNIFICATION:** EXECUTIVE agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any and 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 the Agreement. Provider also agrees to reimburse the City for all costs, expenses and attorneys' fees incurred if the City prevails in an action against EXECUTIVE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

9. **TERM AND TERMINATION**
This agreement becomes effective upon the date of the last signature and remains in effect until terminated by either party with thirty (30) days' written notice.

10. **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.

11. EFFECTIVENESS OF AGREEMENT: This Agreement is not effective until fully executed by both parties.

Name: Mayor City of Minot	PAUL VETTER Chief Operating Officer Executive Air Taxi Corp

TO: Mayor and Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: August 4, 2025

SUBJECT: **DEVELOPMENT AGREEMENT - GREAT PLAINS ADDITION LOT 1 (4944)**

I. RECOMMENDED ACTION

It is recommended City Council approve the Great Plains Addition Lot 1 Development Agreement with Plains Real Estate Company LLC and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The final plat and rezone for Great Plains Addition was approved by the Council in the fall of 2024.

B. Proposed Project

The proposed project for Lot 1 includes the development of Northern Plains Equipment. This project will be in multiple phases, including infrastructure, display/sales areas, and buildings.

The Development Agreement details the expectations and responsible parties relating to the following items associated with the development of the Northern Plains Equipment project:

1. Public Street and Utility Infrastructure Improvements
2. Storm Water Management
3. Erosion Control
4. Maintenance of Public Right of Way and Easements

C. Recommendation Detail

This Agreement has been thoroughly vetted by both City and Developer/Owner staff and attorneys.

IV. IMPACT

A. Aspirations
Resilient and Prepared

B. Service/Delivery Impact:
Developers Agreements protect the City's interests and ensure necessary work within public right of way associated with newly developed or redeveloped property will be completed by Developers, in accordance with City standards and policy.

C. Fiscal Impact
NA

VI. ALTERNATIVES

Council could choose not to approve this agreement and the developer would not be able to construct the necessary public infrastructure improvements necessary to develop the property.

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF MINOT
AND PLAINS REAL ESTATE COMPANY LLC FOR THE
GREAT PLAINS ADDITION DEVELOPMENT

THIS DEVELOPMENT AGREEMENT is made and entered into this ___day of _____, 2025, by and between the City of Minot, a municipal corporation, hereinafter the "City," and Plains Real Estate Company LLC, hereinafter the "Developer." City and Developer are jointly referred to herein as the "Parties."

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

WHEREAS, this Development Agreement (hereinafter the "Agreement"), relates to the development whose legal description is Lot 1, Great Plains Addition (hereinafter the "Property"); and more particularly described on the attached Exhibit A; and

WHEREAS, the purpose of this Agreement is to memorialize the specific improvements and conditions the Developer must complete before the City will authorize additional permits for the development of the Property; and

WHEREAS, the following Exhibits are attached and incorporated into this Agreement:

a) Exhibit A – Plat of Great Plains Addition

b) Exhibit B - City of Minot Development Policy; and

WHEREAS, the City Council authorized the following action:

a) By subdivision plat, N1/2 SE1/4 Section 23, Township 155 North, Range 82 West, Ward County, North Dakota was platted as Great Plains Addition.

b) By Ordinance No. 5996, the City amended the Zoning from C2 to M1;

c) The City Council authorized the Mayor to sign this Development Agreement with the Developer; and

WHEREAS, the City is requiring the Developer to complete the following improvements as conditioned within the approval of the Northern Plains Addition plat; and

NOW, THEREFORE, the Parties hereto agree and stipulate as follows:

1. Public Street and Utility Infrastructure Improvements

    a. Developer shall install, at their sole cost, the sanitary sewer, and water main utilities to serve the development within Northern Plains Addition.

        i. Developer shall extend an 8" water main to the Property to provide fire protection/fire service.

            - Domestic water service will be provided by North Prairie Regional Water.

        ii. Developer shall extend an 8" sewer main to the Property to provide sanitary sewer service.

        iii. Developer shall pay all fees due to the City for connection to City utilities prior to the issuance of a building permit.

        iv. The Developer shall ensure all required utility infrastructure improvements are designed and included in the plans titled "Northern Plains Equipment – Phase 1, Part B – Sewer & Water Utility Extension" which must be approved by the City and kept on file with the Engineering Department. These will be separate from any site plans associated with development in the subdivision.

    b. Developer shall install, at their sole cost, the public street sections, turn lanes, signs, pavement markings, and street lighting to serve the development within Northern Plains Addition. Specifically:

        i. Any improvements recommended in the traffic operations study.

        ii. The Developer shall ensure all required public roadway infrastructure improvements are designed and included in a separate plan set which must be approved by the City and the NDDOT and kept on file with the Engineering Department. These will be separate from any site plans associated with the Property.

    c. All public utility infrastructure must be installed and tested per the City Standard Specifications and Details by the Developer.

    d. All public street and utility infrastructure must be inspected full time by an engineering firm, licensed to do work in North Dakota, and under the direction of a professional engineer, licensed to do work in North Dakota.

i. If at any time during construction the work is not being inspected by an engineering firm, the City may order the work to stop immediately until the work can be inspected. The City shall not be held responsible in any way for the work stoppage due to Developer's failure to retain an engineering firm to conduct inspections.

e. The Developer shall warranty all public street and utility infrastructure work constructed as part of Lot 1, Northern Plains Addition to be free of material and workmanship defects for a period of two years after written notice of substantial completion by the City.

i. At any time during the two-year warranty period, the Developer shall correct any deficiencies found by the City. The Developer shall be responsible for the sole cost of correcting any deficiencies identified by the City including but not limited to contractor costs, attorney's fees, and engineering costs.

f. The Developer shall submit record drawings certified by the engineer of record to the City for all public street and utility infrastructure installed as part of the Northern Plains Addition development conforming to the City's Record Plan Policy on file with the Engineering Department. Record drawings shall be submitted hard copy, dwg, and GIS format.

g. Security valued at 120% of all public street and utility infrastructure costs, as determined by a contractor's bid for the work or the design engineer's opinion of probable cost shall be required and provided by the Developer to the City; the required security shall be in the form of an unconditional letter of credit or performance bond, and shall be submitted in a form acceptable to the City Attorney.

i. 10% of the approved security shall be held by the City during the two-year warranty period. After all warranty corrections are approved by the City, the remaining security shall be released to the Developer.

2. Storm Water Management

a. A Storm Water Management Plan is required and must be approved by the City Engineer.

b. Developer will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements. This includes any pipes, channels, ponds, and outlet structures.

i. An operation and maintenance plan must be submitted to the City, approved, and recorded before Certificates of Occupancy for any building may be issued.

ii. Developer consents and agrees that if they do not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to the Developer. The City also reserves the right to special assess the cost of maintenance against the benefitting properties.

3. Erosion Control

   a. Erosion Control practices shall meet the requirements of the State of North Dakota and be approved by the City Engineer.

4. Traffic Operations Study

   a. Developer shall complete traffic operations study per the City's and NDDOT applicable guidelines;

   b. Developer's traffic operations study shall include traffic generation and distribution for lane capacity analysis, turn lane, and signal analysis;

   c. The improvements recommended in the traffic operations study, required by the City, shall be installed prior to the issuing of any Certificates of Occupancy.

5. Driveway Access

   a. Driveway access approvals will be granted as a part of the City of Minot site plan review process.

6. Maintenance of Public Right of Way and Easements

   a. Unless specific ownership is defined on the plat, all easements and public right of way dedicated with this plat shall be for public use and access.

This Agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in Ward County District Court, located in Minot, North Dakota.

Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against Developer, its successors and assigns in accordance with its terms.

Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing, signed by both Parties hereto.

City:	**Developer:**
City of Minot	Plains Real Estate Company LLC
c/o City Clerk	c/o
PO Box 5006	
Minot, ND 58702	
clerk@minotnd.gov	

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.

This agreement shall be recorded in the Ward County Recorder's Office, and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property association.

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: _____
Mark Jantzer, Mayor

Attest: _____
Mikayla McWilliams, City Clerk

Plains Real Estate Company LLC

By: _____
Name:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

On this ____ day of _____, 2025, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

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

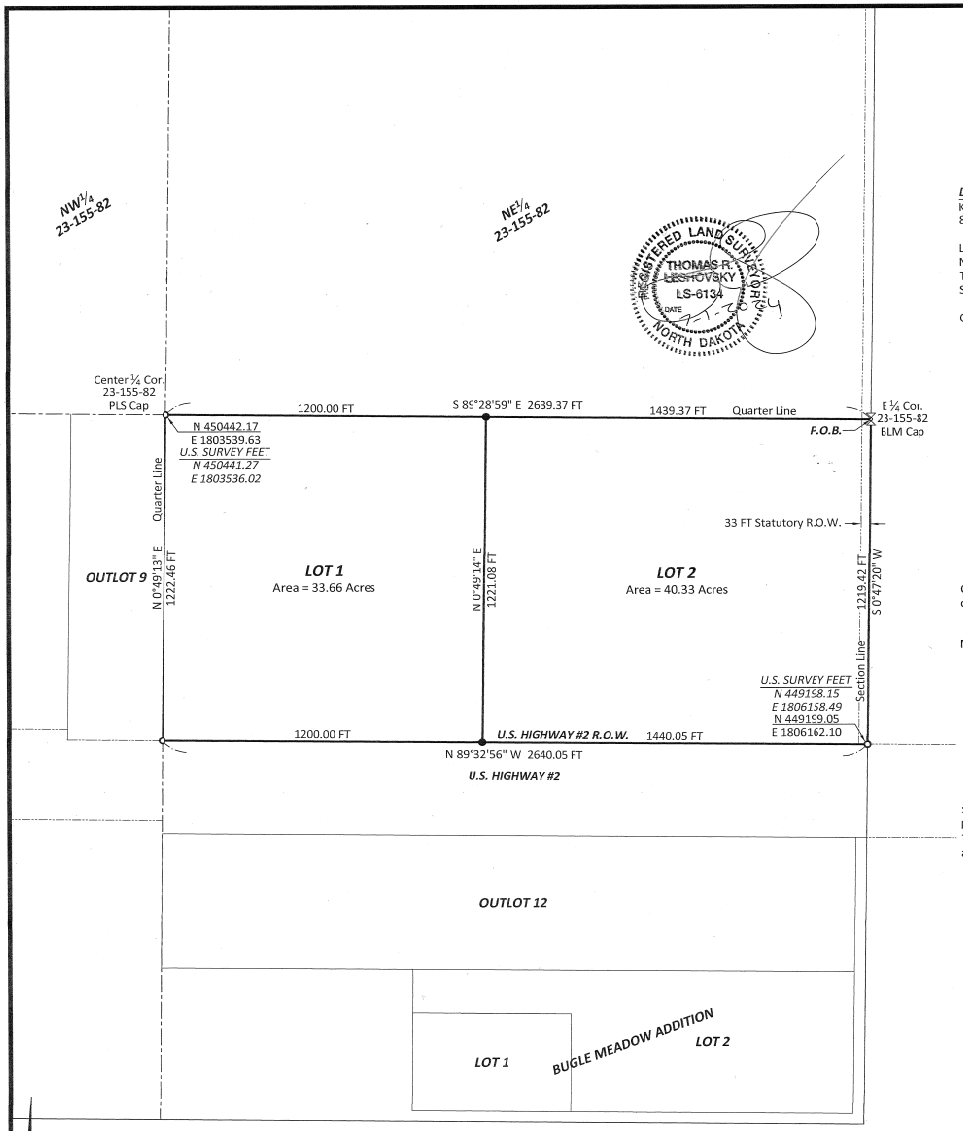
3086863
11/08/2024 09:03:57 AM Page: 1 of 1 $20.00
PLAT WARD COUNTY RECORDER
Kristin Kowalczyk, County Recorder Ward, ND

Recorder's Office, Ward, ND 11/08/2024 09:03:57 AM
I certify that this instrument was filed for record this date.
Kristin Kowalczyk, County Recorder
By
3086863

3603

GREAT PLAINS ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA

BEING THE N½SE¼
SECTION 23, TOWNSHIP 155 N, RANGE 82 W,
TO THE CITY OF MINOT



● - Denotes Property Corner Set 18" - #5 Rebar w/ RLS Cap #6134
o - Denotes Property Corner Found
× - Denotes Property Corner Offsets

300 150 0 300
1" = 300'

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

DESCRIPTION:
Know all men by these presents that LEANN J ZABLOTNEY LIVING TRUST, being Owner and Proprietor, of the N½SE¼, Section 23, Township 155 N, Range 82 W, of the 5th Principal Meridian, to the City of Minot, North Dakota, being more particularly described as follows:

Beginning at the East Quarter Corner, of Section 23, Township 155 N, Range 82 W, of the 5th Principal Meridian; Thence S 0°47'20" W, on the East Line of the Southeast Quarter, of said Section 23, a distance of 1219.42 FT, to a Point being on the North Right of Way Line of U.S. Highway #2; Thence N 89°32'56" W, on the said North Right of Way Line, a distance of 2640.05 FT, to a Point being on the North-South Quarter Line, of said Section 23, Thence N 0°49'13" E, on the said North-South Quarter Line, a distance of 1222.46 FT, to the Center Quarter Corner, of said Section 23; Thence S 89°28'59" E, on the East-West Quarter Line, of said Section 23, a distance of 2639.37 FT, to the Point of Beginning.

Said described tract, of land contains 73.99 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Great Plains Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

Leann J Zablotney, Trustee
LEANN J ZABLOTNEY LIVING TRUST

State of North Dakota, County of Ward

On this 15 Day of July, 2024, before me, a Notary Public in and for said State, Appeared Leann J Zablotney, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

Notary Public, State of North Dakota

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

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

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 15 Day of July, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

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: Minot City Engineer 11/6, 2024

Taxes and special assessments paid and transfer accepted this 5th day of November, 2024
Ward County Auditor / Treasurer

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

3603

Exhibit A

CITY OF MINOT DEVELOPMENT POLICY

In the interest of public safety and orderly development within the City of Minot a policy has been established that establishes what sequence of events needs to take place in order for building permits and occupancy permits to be issued for all residential, commercial, and industrial development within the City of Minot jurisdiction.

A. Building permits for individual sites will be issued upon:
    1. Approval of a stormwater management plan for the site or subdivision.
    2. Approval of site plan or subdivision plans.
    3. Installation and testing of necessary water and sewer main to serve the adjacent properties.
    4. Adjacent streets or access easements to serve the properties have the appropriate gravel sections put in place.
    5. Provide City with verification that proper state storm water permits have been obtained for the project.

Upon completion of the above items building permits will be issued as deemed appropriate by the Engineering department. It will be the developer's responsibility to maintain the gravel streets or access easements throughout the project in a manner sufficient to allow access for emergency vehicles and inspection personnel. If at any time it is determined that the roadways have fallen into an unacceptable condition no further permits will be issued until the necessary corrections have been made.

B. Occupancy permits for individual sites will be issued upon:
    1. Water and sewer mains serving properties have passed the appropriate tests.
    2. Utilities to include gas and electric have been installed to the property.
    3. Curb and gutter and one lift of asphalt have been installed in roadway or easement adjacent to property.

TO: Mayor and Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: August 4, 2025

SUBJECT: NDDOT UTILITY PERMIT - GREAT PLAINS ADDITION LOT 1 (4944)

I. RECOMMENDED ACTION

It is recommended City Council authorize the City Engineer to sign the NDDOT Utility Occupancy Permit.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The final plat and rezone for the Great Plains Addition was approved by the Council in the fall of 2024. As a part of their project, City water and sewer lines must be extended to the property. Due to the locations of property lines, the developer must construct the utilities around a neighboring property and enter the NDDOT right of way. The permanent location for the water and sewer will be within the NDDOT's right of way.

B. Proposed Project

When City infrastructure must cross or is located within the NDDOT right of way, a NDDOT Utility Occupancy Permit is required. These permits allow public or private infrastructure inside the NDDOT's right of way. The City has signed several in the past. They have been signed by the City Engineer or Director of Public Works.

Because the improvements are underground and US Highway 2 is already a 4-lane facility, it is highly unlikely the utilities would ever have to be moved due to construction. This permit is very low risk to the City and allows this parcel to develop.

C. Recommendation Detail

The NDDOT Utility Occupancy Permit is a standard NDDOT permit that the city has executed several times for the City utility lines to be extended within NDDOT right of way.

IV. IMPACT

A. Aspirations
Dynamic and Flourishing

B. Service/Delivery Impact:
By executing the permit, City services can be extended to the new development, which is increasing the City's tax base.

C. Fiscal Impact
NA

VI. ALTERNATIVES

Council could choose not to approve this permit and the developer would not be able to construct the necessary public infrastructure improvements required to develop the property.

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TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 4, 2025

SUBJECT: **MINOT AREA MEN'S WINTER REFUGE (MAMWR) SUBRECIPIENT AGREEMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the subrecipient agreement with the Minot Area Men's Winter Refuge and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City received an allocation of $331,580 in Community Development Block Grant (CDBG) in Fiscal Year (FY) 2024. Public services are an integral part of a comprehensive community development strategy. Public Service activities provide a wide range of activities that address needs in the community provided for the target population. Public services can strengthen communities by addressing the needs of specific populations. They can address various individual needs and increase CDBG dollars' impact by complementing other activities. The City of Minot may allocate up to 15%, or $49,737, of CDBG funds to public service programs that provide supportive services to low- to moderate-income persons or prevent homelessness. In general, these services are provided by local non-profit partners.

B. Proposed Project

This agreement will provide up to $6,000 in assistance to MAMWR for the reimbursement of utility bills for the months of October 24 through April 25. MAMWR provides a high barrier shelter for males residing within the City of Minot, ND. This activity is considered a Public Service activity and considered an eligible activity according to 24 CFR570.201-570.207. For reporting purposes in Integrated Disbursement and Information System (IDIS), the matrix code 03T will be used. This matrix code allows for assistance with the costs of operating a program for homeless persons.

This is a reimbursement program. MAMWR will submit the following utility bills during the Period of Performance of October 2024 though April 2025: Telephone, Internet, Heat, Electricity, Water, Sewer/Garbage and Cell Phone.

All required Environmental Reviews have been completed and reviewed for this activity.

C. Recommendation Detail
It is recommended City Council approve the subrecipient agreement with the Minot Area Men's Winter Refuge and authorize the Mayor to sign the agreement.

IV. IMPACT

A. Aspirations
This meets the Council's aspiration of being Prepared and Resilient.

B. Service/Delivery Impact:
The high barrier shelter at MAMWR provides a place for homeless males to shelter. In addition to shelter services, MAMWR assists individuals to become self-sufficient and eventually move to permanent housing.

C. Fiscal Impact
Fifteen percent (15%) of the FY24 allocation, or $49,737, has been set aside for Public Service Activities.

Project Costs
$6,000

Project Funding
FY24 CDBG Entitlement Allocation

VI. ALTERNATIVES

The Council could not authorize the Mayor to sign the agreement and direct staff to allocate dollars to other eligible activities, preventing MAMWR from receiving assistance.

SUBRECIPIENT AGREEMENT BETWEEN
City of Minot and
Minot Area Men's Winter Refuge
For FY24 Utility Assistance

THIS AGREEMENT is entered into this 23rd day of July, 2025 by and between the City of Minot ("Grantee") and Minot Area Men's Winter Refuge (MAMWR) ("Subrecipient") for assistance in reimbursement of utility bills, referred herein individually as "Party," and collectively as "Parties."

I. Recitals

WHEREAS, Pursuant to 24 CFR 570, the Grantee wishes to engage the Subrecipient to assist in their efforts to increase the community's resilience by providing assistance in reimbursing utility bills for the months of October 2024 through April 2025, known herein as the Period of Performance. The Grantee will provide up to six-thousand dollars ($6,000) of the Grantee's Community Development Block Grant (CDBG) federal award (CDBG funds), pursuant to this Subrecipient Agreement ("Agreement"); and

WHEREAS, the CDBG funds made available for use by the Subrecipient under this Agreement constitute a Subaward of the Grantee's federal award, the use of which must be in accordance with requirements imposed by federal statutes, regulations, and the terms and conditions of the Grantee's federal award and this Agreement, including any ancillary documents attached hereto and incorporated as if fully set forth herein; and

WHEREAS, the Subrecipient has legal authority to enter into this Agreement, and the Subrecipient's governing body approved this Agreement on July 23, 2025, authorizing the Subrecipient to enter this Agreement with the Grantee. By signing this Agreement, the Subrecipient assures the Grantee that it will comply with all the requirements of the CDBG funds described herein; and

NOW, THEREFORE, the Parties, for and in consideration of the sum to be reimbursed by the Grantee, in the manner and at the time provided in this Agreement, and for other covenants and conditions contained in this Agreement, do hereby agree as follows:

The remainder of Page 1 intentionally left blank

II. General Award Information

The Subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a federal award described in Section I of this Agreement and creates a federal assistance relationship with the Subrecipient:

Subrecipient Name, which Must Match the name Associated with its Unique Entity Identifier:	MINOT AREA MEN'S WINTER REFUGE
Subrecipient Unique Entity Identifier:	VPQDJLQZFP21
Federal Award Identification Number (FAIN):	B-24-MC-38-0005
Federal Award Date (see the definition of "Federal award date" in 2 C.F.R. § 200.1) of Award to the Recipient by the Federal Agency:	FY 2024
Subaward Period of Performance Start Date:	October 2024
Subaward Period of Performance End Date:	April 2025
Subaward Budget Period Start Date:	July 1, 2024
Subaward Budget Period End Date:	June 30, 2025
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to Subrecipient:	$6,000
Total Amount of Federal Funds Obligated to Subrecipient by the Pass-Through Entity Including the Current Obligation:	$6,000
Total Amount of the Federal Award Committed to Subrecipient by the Pass-Through Entity:	$6,000
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):	City of Minot will assist with the reimbursement of utility bills including heat, water, sewer, garbage, electricity, phone and internet services
Name of Federal Awarding Agency:	U.S. Department of the Treasury
Name of Pass-Through Entity:	City of Minot, ND
Contact Information for JURISDICTION NAME's Authorizing Official:	Mark Jantzer, Acting Mayor PO Box 5006 Minot, ND 58702
Contact Information for City of Minot's Project Manager:	NDR Grant Administrator PO Box 5006 Minot, ND 58702
Assistance Listings Number and Title. (City of Minot Must Identify the Dollar Amount Made Available under each Federal Award and the Assistance Listings Number at the Time of Disbursement):	14.218 Community Development Block Grants/Entitlement Grants FY24 - $331,580
Identification of Whether Subaward is R&D:	Not R&D

Federal Program Description

The Subrecipient provides a high barrier shelter for males residing within the city of Minot, ND. This activity is considered a Public Service activity and considered an eligible activity according to 24 CFR 570.201 - 570.207. For reporting purposes in Integrated Disbursement and Information System (IDIS), the matrix code 03T will be used:

03T - Homeless/AIDS Patients Programs 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)

> Costs associated with the operation of programs for the homeless or for AIDS patients, such as staff costs, utilities, maintenance, and insurance. Because payment of operating costs for these programs is a public service under CDBG, all CDBG expenditures for 03T are included in the calculation of the Public Services cap.

This will be a reimbursable program. Subrecipient will submit the following utility bills during the Period of Performance of October 2024 through April 2025. After processing the request, the Grantee will disburse the approved reimbursement dollar amount up to $6,000:

Utility
Telephone
Internet Services/WIFI
Heat
Electricity
Water/Sewer/Garbage
Cell Phone

A. Contract Manager

The Grantee's NDR Grant Manager will serve as the Grantee's primary contract manager for this Subaward. The NDR Grant Manager may assign others to provide project delivery support and related services in support of carrying out the purpose and scope of this Agreement. All reports, notices, and other communications required under or related to this Agreement shall be directed as identified below. The NDR Grant Manager will be the final approver reimbursement requests, notices to terminate this Agreement as provided herein and will approve all changes except those that increase the total contract amount which must be approved by the NDR Grant Manager and by the City of Minot City Council.

City of Minot:

NDR Grant Manager
Address: PO Box 5006, Minot, ND 58702-5006
Phone:701-857-1553
Email: clerk@minotnd.gov

Minot Area Men's Winter Refuge:

Mr. Mike Zimmer, Executive Director
Minot Area Men's Winter Refuge
1038 43rd Street SE, Minot, ND 58701
Phone: 701-822-2585
E-mail: winterrefuge@srt.com

B. Method of Reimbursement

The Subrecipient will submit to the Grantee requests for reimbursement for activities funded under this Agreement that are consistent with an approved budget.

Reimbursement shall be made on an eligible cost reimbursement basis only and in such amounts and increments approved by the Grantee's NDR Grant Manager and the Grantee's Finance Director or designee for various phases of work following submission by Subrecipient of a proper request for reimbursement, including applicable, accurate and complete supporting documentation that substantiates the reimbursement request. Reimbursement requests will be submitted using a form provided by the Grantee (Exhibit A).

The Grantee shall reimburse the Subrecipient CDBG funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the approved budget. Reimbursement will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Reimbursement will be made upon submission by the Subrecipient of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment

C. Fiscal Responsibility

It is understood and agreed that the total amount of the funds used under this Agreement up to the maximum limit allowed shall be used for the activity outlined in this Agreement. For any funds received under this Agreement for which expenditure is disallowed, Subrecipient shall reimburse those funds back to the Grantee.

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activity carried out under this Agreement shall meet the following national objectives and satisfy the following criteria: Public Services for the homeless at 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2). The Subrecipient shall maintain documentation to demonstrate compliance.

D. SAM.com Registration

The System for Award Management, or SAM, is a government-wide portal that consolidates the capabilities of multiple systems and information sources used by the Federal government conducting the acquisition and financial assistance (which includes grants and cooperative agreements) processes. The Subrecipient must provide proof of active registration in the SAM.gov system within thirty (30) days of notification.

Subrecipient further certifies that it shall immediately notify the Grantee if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible or otherwise excluded from participation, and that it shall not enter into a subcontract with a person or organization that is debarred, suspended, declared ineligible, or

voluntarily excluded from participation. The Grantee may pursue available remedies in the event of such occurrence including immediate termination of this Agreement. The Subrecipient shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" with all sub-contractors in all covered transactions and in all solicitations for covered transactions in accordance with 45 CFR Part 76.

E. Prohibited Activities

The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to CDBG funds the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using CDBG funds provided herein, or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

III. Subrecipient Obligations, Representations, and Warranties.

Subrecipient Obligations. The Subrecipient agrees to comply with the following obligations including applicable Federal Requirements attached hereto as Exhibit B:

1. Utilize normal and customary practices and procedures for the delivery of the activity and provide a level of service that is consistent with the level of service for similar programs administered by the Subrecipient exclusive of this Agreement
2. Subrecipient shall require any third party to comply with all lawful requirements necessary to ensure that any activities are carried out in accordance with this Agreement
3. Subrecipient shall adhere to the uniform administrative requirements of 24 CFR 92.505
4. Subrecipient shall comply with the requirements and standards of 2 CFR 200 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 Grantee and/or by HUD
5. The Subrecipient will prepare and submit to the Grantee a report outlining the number of beneficiaries who were served during the Period of Performance
6. Subrecipient accepts and understands that no obligations can be incurred, nor expenses undertaken until and unless all necessary environmental reviews have been completed and approved by HUD acknowledged by the City of Minot as Grantee receiving "Release of Funds" notification from HUD.

Indemnification by Subrecipient. Notwithstanding the foregoing, Subrecipient agrees to defend and indemnify Grantee 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 Subrecipient's performance after the assignment of the Lease Agreement to the PSND/Assignee.

Subrecipient's Representations and Warranties. Subrecipient represents and warrants the following as a material inducement for the Subrecipient to enter into this Agreement:

1. Subrecipient 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 Grantee will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which Subrecipient is a party or by which Subrecipient is bound.

2. All actions required to authorize Subrecipient to enter into this Agreement have been taken, and this Agreement is a valid and binding obligation of Subrecipient, enforceable in accordance with its terms.

3. The person executing this Agreement on behalf of Subrecipient has the full power and authority to bind Subrecipient to the terms hereof.

IV. Grantee's Obligations, Representations, and Warranties.

Grantee Obligations. The Grantee shall disburse funds in a timely manner, subject to draw down approval and availability from HUD as described in this Agreement. Grantee will advise the Subrecipient promptly if there are concerns about the project and work with the Subrecipient to resolve issues of concern. The Grantee will provide reasonable technical assistance to the Subrecipient to comply with applicable federal requirements and regulations governing the use of these federal funds. The Grantee will oversee the preparation of the environmental review and ensure all environmental review requirements as described in 24 CFR 58 are met.

Grantee's Representations and Warranties. The Grantee represents and warrants the following as a material inducement for the Grantee to enter into this Agreement:

1. The Grantee 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 Grantee 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 Grantee is a party or by which the Grantee is bound.

2. All actions required to authorize the Grantee to enter into this Agreement have been taken, and this Agreement is a valid and binding obligation of the Grantee, enforceable in accordance with its terms.

3. The person executing this Agreement on behalf of the Grantee has the full power and authority to bind the Grantee to the terms hereof.

V. Miscellaneous Terms and Conditions

1. Amendments. The Grantee or Subrecipient may amend this Agreement provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or the Subrecipient from its obligations under this Agreement.

2. Termination. If either party commits a breach of its obligations under this Agreement, the other party may terminate the agreement by giving the breaching party at least thirty (30) days' prior notice, except that any such notice will not result in termination if the breaching party cures that breach before the thirty (30) days elapses. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

3. 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.

4. 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.

5. Notice. 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), to the Contract Manager as specified in paragraph II.A. of this Agreement.

6. 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 Grantee upon written request by the Grantee.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

THE UNDERSIGNED, as authorized officials on behalf of the Parties, have executed this Agreement for Subrecipient reimbursement, which shall be effective as of the date of execution hereof on behalf of the Grantee.

GRANTEE: CITY OF MINOT

Mark Jantzer, Acting Mayor

Date: _____

Attest:

Mikayla McWilliams, City Clerk

Date: _____

Attest:

David Lakefield, Finance Director

Date: _____

SUBRECIPIENT: MAMWR

Mike Zimmer

Title: Executive Director

Date: 7/23/25

Attest:

Title: Board Vice Chair

Date: 7/23/25

City of Minot
North Dakota

CDBG - ENTITLEMENT GRANT
DRAW REQUEST

DRAW INFORMATION

Project Name		Recipient Name
Draw Request Prepared By	Telephone Number	Developer TIN
Draw Request Number	Amount Requested $	Preferred Method of Payment ACH/Wire ☐ Check ☐

REQUEST SUMMARY

1. Support Costs $	2. Funds Received To-Date $	3. Funds Requested not received to-date
4. Total Funds Requested To-Date (2 plus 3) $		5. Funds Available for this Request (1 less 4) $
6. Amount of this Request $		7. Balance of Funds Remaining for Future Requests (5 less 6) $
Description of use of funds from this draw (must provide invoices supporting use of all funds)		

OTHER PROJECT FUNDING BEING DRAWN FROM ALL SOURCES

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

CERTIFICATION OF RECIPIENT

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

Name of Recipient	Title of Recipient
Signature	Date

APPROVAL BY CITY OF MINOT

City of Minot Authorized Signature	Date
Additional Authorized Signature	Date

City of Minot
North Dakota

CDBG Reimbursement & Progress Report

Name of Subrecipient (Agency)_____ **Beneficiary data date range**

Please complete the following table and questions
Do not duplicate data from prior reports. Service projects – only report on new clients in the table.
Housing projects: only give data for housing units that are completed & occupied in the table below.

Race and Ethnicity	Beneficiaries/Clients served			
	Number of Persons	**Number of Households**	**Number of Persons Hispanic**	**Number of Households Hispanic**
American Indian/Alaska Native				
Asian				
Black/African American				
White				
American Indian/Alaska Native and White Asian **and** White				
Asian **and** White				
Black/African American **and** White				
American Indian/ALASKA Native and Black African/American				
Other				
Total Beneficiaries*				
Income Category of Beneficiaries/Clients served				
Very Low Income				
Low Income				
Moderate Income				
Not low & moderate income				
Total Beneficiaries*				
Household Composition				
Female headed Households				
Elderly Households				
Persons with Disabilities				

**Note: total number of beneficiaries must be the same in both categories.*

Exhibit B
Applicable Federal Requirements

Other Requirements to Comply with Federal Statutes, Regulations, and the Terms & Condition of the Federal Award.

The CDBG funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG funds available under this Agreement. These Federal Register notices include, but are not limited to, Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016 / Notice and Federal Register / Vol. 82, No. 150 / Monday, August 7, 2017 / Notice. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable federal, state and local laws, regulations, and policies that govern the use of the CDBG funds in complying with its obligations under this Agreement, regardless of whether CDBG funds are made available to the Subrecipient on an advance or reimbursement basis.

A. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are: Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016. The Subrecipient shall carry out the activities under this Agreement in compliance with the Grantee's procedures to prevent duplication of benefits. Subrecipient shall complete a Duplication of Benefit Affidavit and sign a Subrogation Agreement.

B. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug- Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

C. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR §200.325 and §200.310.

D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 except as provided in 24 CFR 570.502(a) and (b). These provisions include:

1. Financial & Program Management

The Subrecipient shall expend and account for all CDBG funds received under this Agreement in accordance with the requirements in 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management. Go to https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf for the specific requirements.

2. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement, except for the following:

a. Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency;

b. Fines penalties, damages, and other settlements are unallowable costs to the CDBG program;

c. Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);

d. Organization costs (2 CFR 200.455); and

e. Pre-Award Costs, as limited by this Agreement

E. Documentation and Record Keeping

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement, applicable federal statutes and regulations, and the terms and conditions of the Grantee's federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section I of this Agreement, Scope of Service. At a minimum, the Subrecipient shall maintain records required by 24 CFR 570.506 as stated under Recordkeeping in Federal Register / Vol. 81, No. 109 / Tuesday, June 7, 2016 / Notice.

These records include but are not limited to: Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program regulations; financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of Grantee's federal award.

As required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the federal award. The U.S. Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Minot, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interviewing and discussion related to such documents.

Prior to close-out, further defined in Section F of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement have met the requirements of the federal award. Subrecipient shall retain financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement and Subrecipient's subaward for the longer of six (6) years after the expiration or termination of this Agreement, or six (6) years after the submission of the Grantee's annual

performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is, however, subject to the following exceptions:

1. Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for three (3) years after final disposition of the assets;
2. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
3. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
4. When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent with the notification;
5. When records are transferred to or maintained by HUD or the Grantee, the three (3)-year retention requirement is not applicable to the Subrecipient;
6. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Grantee's fiscal year in which the program income is earned.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

F. Program Close-out

Program Close-out is the process by which the Grantee determines that all applicable actions and all required work on the project including audits and resolution of any audit findings have been completed. Findings from the Grantee's monitoring visits must be cleared up prior to close-out. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed.

The Subrecipient shall close-out its use of the CDBG funds and its obligations under this Agreement by complying with the close-out procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

G. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM.gov in accordance with 2 CFR part 25, Appendix A, and must have a Data Universal Numbering System (DUNS) number. The Grantee Subrecipient? must also comply with the provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

H. Nondiscrimination

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974 (HCDA) (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded as a whole or in part with Community Development Block Grant-Disaster Relief (CDBG-DR) funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146.

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, subpart K, insert: "and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an

investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceedings arising thereunder.

As a condition to the approval of this Agreement and the extension of any federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements outlined in this Agreement.

If the federal financial assistance under this Agreement is to provide for is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-NDR funds and provided to the Subrecipient under this Agreement, the instrument affecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

Affirmative Action - The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implement regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall provide a copy of their plan for an Affirmative Action Program for approval prior to the release of funds under this Agreement.

1. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, when the Subrecipient procures property or services under this Agreement.
2. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative (this sentence doesn't appear to be complete)

I. Section 3 of the Housing and Urban Development Act of 1968

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and its implementing regulations at 24 CFR part 135. The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

J. Conduct

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

In the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the Subrecipient shall comply with the conflict-of-interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the Subrecipient shall comply with the conflict-of-interest provisions in 24 CFR 570.611.

The Subrecipient 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;
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 Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required 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.

K. Religious Activities

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

L. Environmental Conditions

The Subrecipient shall not obligate nor expend funds for any choice-limiting Project activity under this Agreement until notified, in writing from the Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(s) and that a HUD-approved Request for Release of Funds and certification has been issued. The Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide the Grantee with timely and accurate Project information as the Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. In the event that there is a proposed change in the location or scope of a Project activity, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining the Grantee's prior written approval. Any such Grantee approval shall be subject to the Grantee's sole determination as to whether or not the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the Project activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCDA for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of federal funds for this Agreement.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
    a. Lead-Based Paint - The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this Agreement.
    b. Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are made available. The responsibility for certifying the appropriate ERR and ROF shall rest with the Grantee. It is the responsibility of the Subrecipient to notify the Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by the Grantee.

TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: August 4, 2025

SUBJECT: 2025 STREETLIGHT LUMINAIRE PROCUREMENT (4908)

I. RECOMMENDED ACTION

It is recommended City Council award the bid for the 2025 Streetlight Luminaire Procurement to the low bidder, Burlington Electric, Inc., in the amount of $123,360.00 and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

Overall, the City of Minot Traffic Division maintains 4,042 streetlights. This is in addition to the 1,057 Xcel Energy owned and maintained streetlights. Of the 4,042 city maintained streetlight only 1,713 are currently LED. The rest are a combination of HPS (high-pressure sodium), metal halite and incandescent.

The NDDOT has a scheduled project in 2026 that will replace 570 streetlight luminaires with modern LED luminaires. These improvements will convert street lighting on the NDDOT roadways such as Broadway, Burdick, Valley St, US Hwy 2/52 and US Hwy 2.

B. Proposed Project

The 2025 streetlight procurement will replace 96 residential neighborhood HPS streetlights with more energy efficient LED streetlight luminaires.

C. Recommendation Detail

On Tuesday, July 29 at 11:00am, bids were opened for the 2025 Streetlight Luminaire procurement. Below is the Engineer's Estimate followed by the three acceptable bids:

Engineer's Estimate	$ 125,400.00

Burlington Electric, Inc.	$ 123,360.00
Gefroh Electric, Inc.	$ 124,240.00
Main Electric Construction, Inc	$ 144,448.00

IV. IMPACT

A. Aspirations

This item achieves the aspirations of safe and welcoming and excellent and connected.

B. Service/Delivery Impact:

Streetlight conversions from HPS (high-pressure sodium) to LED have proven to lower monthly energy bills, lower energy consumption and lower maintenance and service calls.

C. Fiscal Impact

As part of the City of Minot's capital improvement plan, $125,000 is included in Traffic's 2025 budget.

Project Costs

Low Bid $ 123,360.00

Project Funding

10037000 - 44505 Signals & Lighting

VI. ALTERNATIVES

1. Council could choose to modify the award of bid. To either increase or decrease the number of streetlight luminaires. City staff would reach out to the bid winner on a concurrance. A budget amendment would also be needed if Council choose to increase the number of streetlights procured.
2. Council could choose to not award the bid and direct staff to rebid the streetlight procurement.
3. Council could choose to not award the bid and direct staff to cease working on streetlight luminare upgrades.

TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: August 4, 2025

SUBJECT: **BUDGET AMENDMENT DISPATCH FOR OTHER PROFESSIONAL SERVICES**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment to move funds of $4,000 from Vehicles and Equipment Repair to Other Professional Services on first reading.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The rationale for this Budget amendment request is: 1) Dispatch uses LanguageLine Solutions or interpretation services. It is a pay-per-use service which can be a challenge when crafting a budget. In 2024, Dispatch spent $1,340 on interpretation services; in the first six months of 2025, $1,192 has been spent. 2) Medical services needs for Dispatch were not included in their 2025 budget because, in previous years, the Police Department covered many of those costs.

B. Proposed Project

Adjust the current Dispatch budget to better serve the needs of the department. A budget amendment is proposed to move $4,000 from vehicle and equipment repair to other professional services to fund LanguageLine Solutions interpretation services and necessary medical services for Dispath personnel.

C. Recommendation Detail

Approve the budget amendment on first reading.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:
This BA allows the Dispatch department to continue with medical assessments as well as having a resource for translation services in the event that they are needed.

C. Fiscal Impact
The budget amendment will reallocate funds from Vehicles and Equipment - 44330 to Other Professional Services - 43300. This will not affect the overall budget of the Dispatch department.

Project Costs
No additional costs are associated with this process.

Project Funding
Vehicle and Equipment Repair - 44330

VI. ALTERNATIVES

The first alternative would be to discontinue the LanguageLine Solutions translation service and use Fire Department funds to pay for any medical expenses accrued by the Dispatch department. The second alternative would be to find the funds from another budget line item. Lastly, not funding this at all would result in loss of translation services, drug and alcohol tests, and new-hire audio exams. This would leave us trusting that the new hires have sufficient hearing and are susceptible to drug and alcohol violations by current and new employees.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO DECREASE THE DISPATCH VEHICLE AND EQUIPMENT REPAIR EXPENDITURES AND INCREASE THE DISPACH OTHER PROFESSIONAL SERVICES EXPENDITURES.

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

§1: Amend the 2025 annual budget to decrease the dispatch vehicle and equipment repair expenditures and increase the dispatch other professional services expenditures for medical assessments and language interpretation services:

10024000-44330		($4,000)
10024000-43300		4,000

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Thomas Ross, Mayor

_____
Mikayla McWilliams, City Clerk

TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: August 4, 2025

SUBJECT: SHIRLEY COURT STREETLIGHT IMPROVEMENT (4763)

I. RECOMMENDED ACTION

It is recommended City Council approve the plans and specifications and authorize a call for bids.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The six decorative streetlights that appear on the median of Shirley Court have been in service well past their intended lifespan. While the exact age of the Shirley Court streetlights is unknown, staff were able to find information relating to similar streetlights from the 1920's and 1930's, leading staff to believe that the streetlights on Shirley Court are from this era.

Maintenance of the Shirley Court streetlights has been difficult for city staff. Portions of the existing streetlights have completely rusted through and deteriorated. City staff has been required to fabricate material to keep the streetlights in operation as replacement parts have been discontinued for decades and are impossible to obtain.

At the April 21, 2025 city council meeting, council elected to fund the Shirley Court Streetlight Improvement utilizing reserves. A special assessment district would not be applied for this streetlight improvement project.

B. Proposed Project

Action is needed in order to maintain quality streetlight service to the Shirley Court neighborhood. City staff are proposing a project to fully replace the Shirley Court street lighting system. This would include a new streetlight feed point, six (6) new streetlight poles and LED luminaires

C. Recommendation Detail

The streetlight project was designed in-house with assistance from Prairie Engineering.

IV. IMPACT

A. Aspirations

Safe and Welcoming; Resilient and Prepared

B. Service/Delivery Impact:
Replacement of the streetlight system will ensure that the City is able to provide efficient street lighting for the Shirley Court neighborhood for years to come. If a new system is installed, it will meet current lumen standards for residential areas. Adequately maintained roadway lighting can improve nighttime roadway visibility and reduce the risk of crashes by increasing visibility for drivers and other roadway users.

C. Fiscal Impact
As part of the 2025 budget, $110,000 was allocated in the Traffic Infrastructure account for the Shirley Court Streetlight Improvement. This had the assumption that 65% of the project costs would derive from Special Assessment Bonds while 35% of the project costs would come from Sales Tax Infrastructure funds. However, during the April 21, 2025 Council elected to have 100% of the project costs come from Sales Tax Infrastructure funds.

Project Costs
Engineer's Estimate - $ 84,313.75

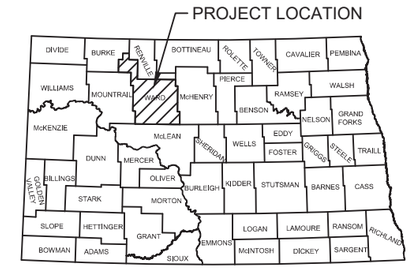
Project Funding
4103700-57200 / Traffic - Infrastructure

VI. ALTERNATIVES

Alternative 1: Council could elect to modify the scope and/or scale of the proposed streetlight project. The Engineering Department would need follow-up time to revise plans.
Alternative 2: Council could elect to not move forward with the Shirley Court Streetlight Improvement project. Staff will continue to attempt to provide street lighting service for the Shirley Court neighborhood until it can no longer be maintained. From which, streetlight service may need to be turned off or the improvement project revisited.

CITY OF MINOT
WARD COUNTY, ND
SHIRLEY COURT STREET LIGHTING
PROJECT NO. 4763

SCALE: 1" = 400'



STATE OF NORTH DAKOTA

CITY HALL

10 3RD AVE SW, MINOT, ND 58702

PUBLIC WORKS & ENGINEERING

1025 31ST ST SE, MINOT, ND 58701

SHEET INDEX

SHEET	DRAWING
1	COVER SHEET & INDEX
2	NOTES AND QUANTITIES
3	REMOVALS
4	PROPOSED

City of Minot

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

LANCE MEYER, P.E. CITY ENGINEER — PE-7121 LIC. NO. — 7/25/2025 DATE

REGISTERED PROFESSIONAL ENGINEER
LANCE MEYER
PE-7121
DATE 7/25/2025
NORTH DAKOTA

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

SHIRLEY COURT STREET LIGHTING
COVER SHEET

Surveyed by	SJ
Drawn by	AR
Designed by	SJ
Date	07/25/2025
Project No.	4763

SHEET 1 OF 4

P:\PROJECTS\4763 - Shirley Court Streetlights\Design\Plans\ShirleyCourt_StreetLighting.dwg-Cover-7/25/2025 1:07 PM-(alicia.romann)

NOTES

General Notes

1. The scope of this project is to remove existing pole mounted and ground feed points, remove existing streetlights, install a new ground mounted feed point, install new streetlights and install new conduit and wiring throughout the streetlight network as depicted in the plans.
2. All work is to be in accordance with the City of Minot Standard Specifications and Details for Construction - Revised 2025 unless otherwise specified.
3. Aerial image underlay used in this plan set was generated in April of 2020 and may not reflect current conditions.
4. All work is to be confined to within the Right-of-Way. Any areas disturbed outside the construction influence is to be fully restored at the Contractors expense.

Streetlight Removal

1. Contractor is responsible for removing the streetlight and the entire foundation for each streetlight that is noted for removal.
   1.1. All removed items including, but not limited to, the streetlight poles and streetlight luminaires deemed salvageable by the City of Minot Traffic Division are to be delivered to the City of Minot. Contact the City of Minot Traffic Foreman at 701.857.4100 a minimum of 24-hours prior to delivery.
2. The new streetlight poles are to be placed at the same location as the existing streetlights slated for removal. The contractor is to utilize imported backfill to fill each void left by the removal of the streetlight foundations and not taken up by the new streetlight direct bury pole. While compaction tests will not be performed in the imported backfill, the contractor is to make an effort to limit future consolidation.
3. The contractor is to cover each backfilled area with one of the following:
   a. Minimum of four inches of topsoil, to be level with the adjacent ground, with grass seed
   b. Minimum of four inches of topsoil, to be level with the adjacent ground, with hydro-mulch
4. The contractor is responsible for any and all required watering of each streetlight removal location to ensure adequate grass growth.
5. All material, equipment and labor costs associated with this work is to be included in the price bid item “Streetlight Removal.”

Utilities

1. Underground utilities, if shown, are approximate locations only. Additional utilities may exist in and around the project which are not shown on the plans. It is the Contractor's responsibility to locate and field verify the exact location of all existing utilities prior to construction and notify the engineer of any conflicts. Contractor is fully responsible for any and all damages which may result from failure to exactly locate and preserve any and all utilities.
2. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others. The subsurface utility information in these contract documents is Utility Quality Level “C” in accordance to the guideline of CI/ASCE 38-02 entitled, “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data”.

Electrical Service Coordination

1. The contractor is to coordinate with Xcel Energy for removal of existing utility pole mounted feed points at locations depicted in the plans. All material, equipment, incidentals and labor costs associated with this installation are to be included in the price bid item “Existing Feed Point Removal".

Feed Point

1. The contractor is to provide a new Type II feed point and related foundation. Contractor is to install a 2-foot working pad between the adjacent sidewalk and feed point foundation. Include an Xcel Energy meter socket. Coordinate with Xcel Energy as needed for all feed point work. All material, equipment, incidentals and labor costs associated with this installation are to be included in the price bid item “Type II Feed Point".

Streetlight Locations

1. Exact locations for each streetlight are to be field marked by the engineer.

Streetlight Standards and Luminaires

1. All streetlight standards are to be Fiberglass Round Tapered Anti Rotation Direct Burial Pole 14-foot Mounting Height. All material, equipment, incidentals and labor costs associated with this installation are to be included in the price bid item “Streetlight Standard - Type A.”

Streetlight Luminaires

1. All streetlight luminaires are to be the newest make and model of the Holophane Utility Post Top LED Series PTUE3 P20 30K MVOLT GL3 BK BL AO. All material, equipment, incidentals and labor costs associated to installation are to be included in the price bid item “Streetlight Luminaire - Type A.”

Conductor Installation

1. Installation is in existing developed residential area. All underground wiring and conduit installation shall be installed by directional boring methods. Restore surfaces of boring setup points to original condition. All material, equipment, incidentals and labor costs associated with this installation are to be included in the price bid item “Boring.”

Conductors

1. All new circuitry is to be 240 Volt + EGC (Equipment Ground). The approximate length of conductors, as measured from street light to street light are shown in the quantities table. All material, equipment, incidentals and labor costs associated with this installation are to be included in the price bid item "Conductor".

Quantities			
No.	Item	Unit	Quantity
1	Contract Bond	LSum	1
2	Mobilization	LSum	1
3	Traffic Control	LSum	1
4	Street Light Removal	EA	6
5	Existing Feed Point Removal	EA	1
6	Conductor	LF	480
7	2-inch Conduit	LF	125
8	Boring	LF	480
9	Streelight Standard - Type A	EA	6
10	Streetlight Luminaire - Type A	EA	6
11	Type II Feed Point	EA	1

REGISTERED PROFESSIONAL ENGINEER
STEPHEN JOERSZ
PE-27822
DATE 7/25/2025
NORTH DAKOTA

City of Minot

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

SHIRLEY COURT STREET LIGHTING
NOTES & QUANTITIES

Surveyed by	SJ
Drawn by	AR
Designed by	SJ
Date	07/25/2025
Project No.	4763

SHEET
2 OF 4

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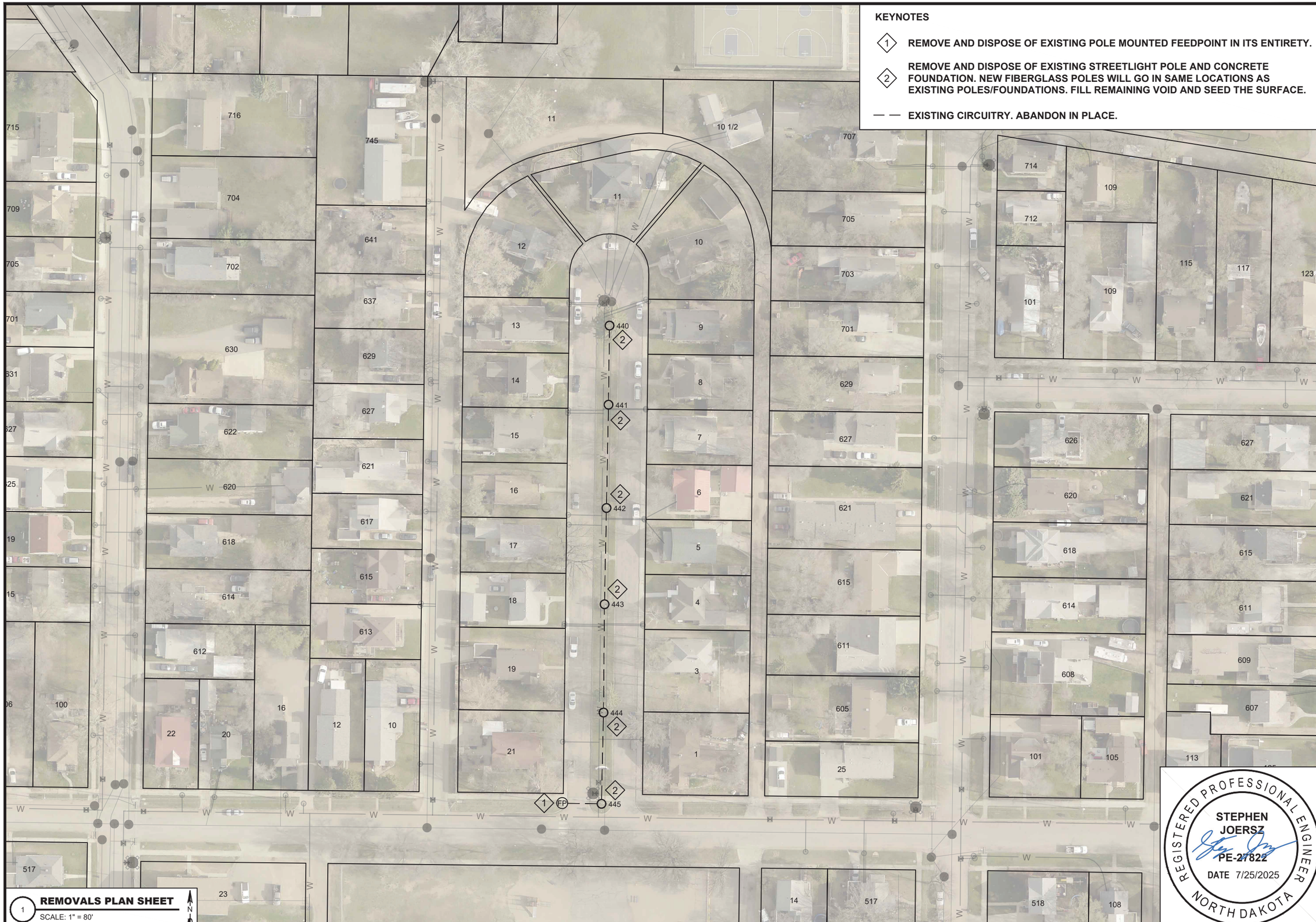

KEYNOTES

1. REMOVE AND DISPOSE OF EXISTING POLE MOUNTED FEEDPOINT IN ITS ENTIRETY.
2. REMOVE AND DISPOSE OF EXISTING STREETLIGHT POLE AND CONCRETE FOUNDATION. NEW FIBERGLASS POLES WILL GO IN SAME LOCATIONS AS EXISTING POLES/FOUNDATIONS. FILL REMAINING VOID AND SEED THE SURFACE.

— — EXISTING CIRCUITRY. ABANDON IN PLACE.

1 **REMOVALS PLAN SHEET**
SCALE: 1" = 80'

N

REGISTERED PROFESSIONAL ENGINEER
STEPHEN JOERSZ
PE-27822
DATE 7/25/2025
NORTH DAKOTA

City of Minot

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

SHIRLEY COURT STREET LIGHTING
REMOVALS

Surveyed by	SJ
Drawn by	AR
Designed by	SJ
Date	07/25/2025
Project No.	4763

SHEET
3 OF 4

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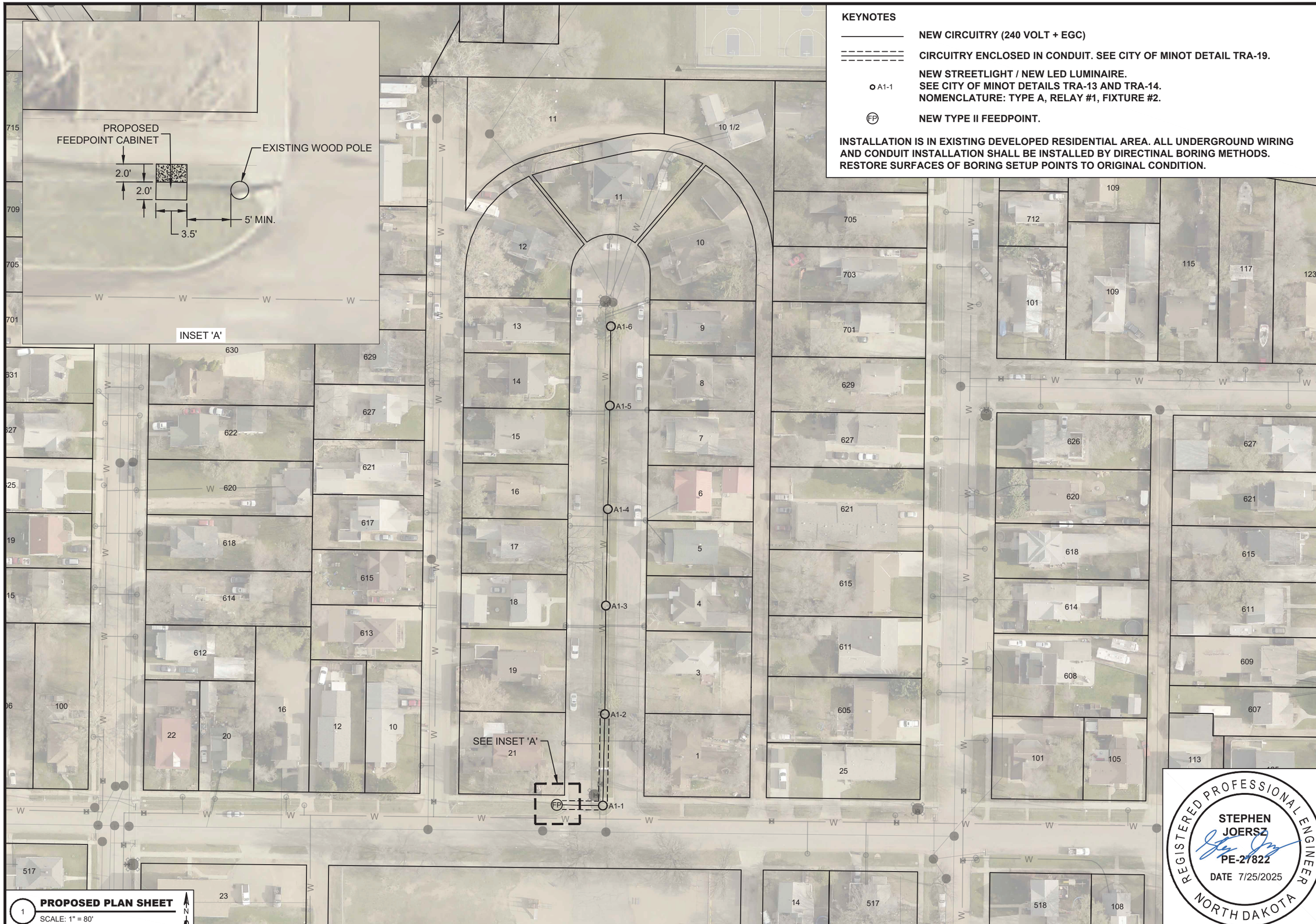

KEYNOTES

NEW CIRCUITRY (240 VOLT + EGC)

CIRCUITRY ENCLOSED IN CONDUIT. SEE CITY OF MINOT DETAIL TRA-19.

A1-1 NEW STREETLIGHT / NEW LED LUMINAIRE.
SEE CITY OF MINOT DETAILS TRA-13 AND TRA-14.
NOMENCLATURE: TYPE A, RELAY #1, FIXTURE #2.

FP NEW TYPE II FEEDPOINT.

INSTALLATION IS IN EXISTING DEVELOPED RESIDENTIAL AREA. ALL UNDERGROUND WIRING AND CONDUIT INSTALLATION SHALL BE INSTALLED BY DIRECTINAL BORING METHODS. RESTORE SURFACES OF BORING SETUP POINTS TO ORIGINAL CONDITION.

1 **PROPOSED PLAN SHEET**
SCALE: 1" = 80'

City of Minot

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

SHIRLEY COURT STREET LIGHTING
PROPOSED

REGISTERED PROFESSIONAL ENGINEER
STEPHEN JOERSZ
PE-27822
DATE 7/25/2025
NORTH DAKOTA

Surveyed by	SJ
Drawn by	AR
Designed by	SJ
Date	07/25/2025
Project No.	4763

SHEET
4 OF 4

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TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: August 4, 2025

SUBJECT: CASE #2025-40 - GLACIAL POINT 4TH ADDITION - 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 combine two lots into one lot.

B. Proposed Project
1704 & 1716 12th St NW, Minot, ND 58703

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 combine two lots into one lot for the purpose of building a garage.

C. Fiscal Impact
N/A

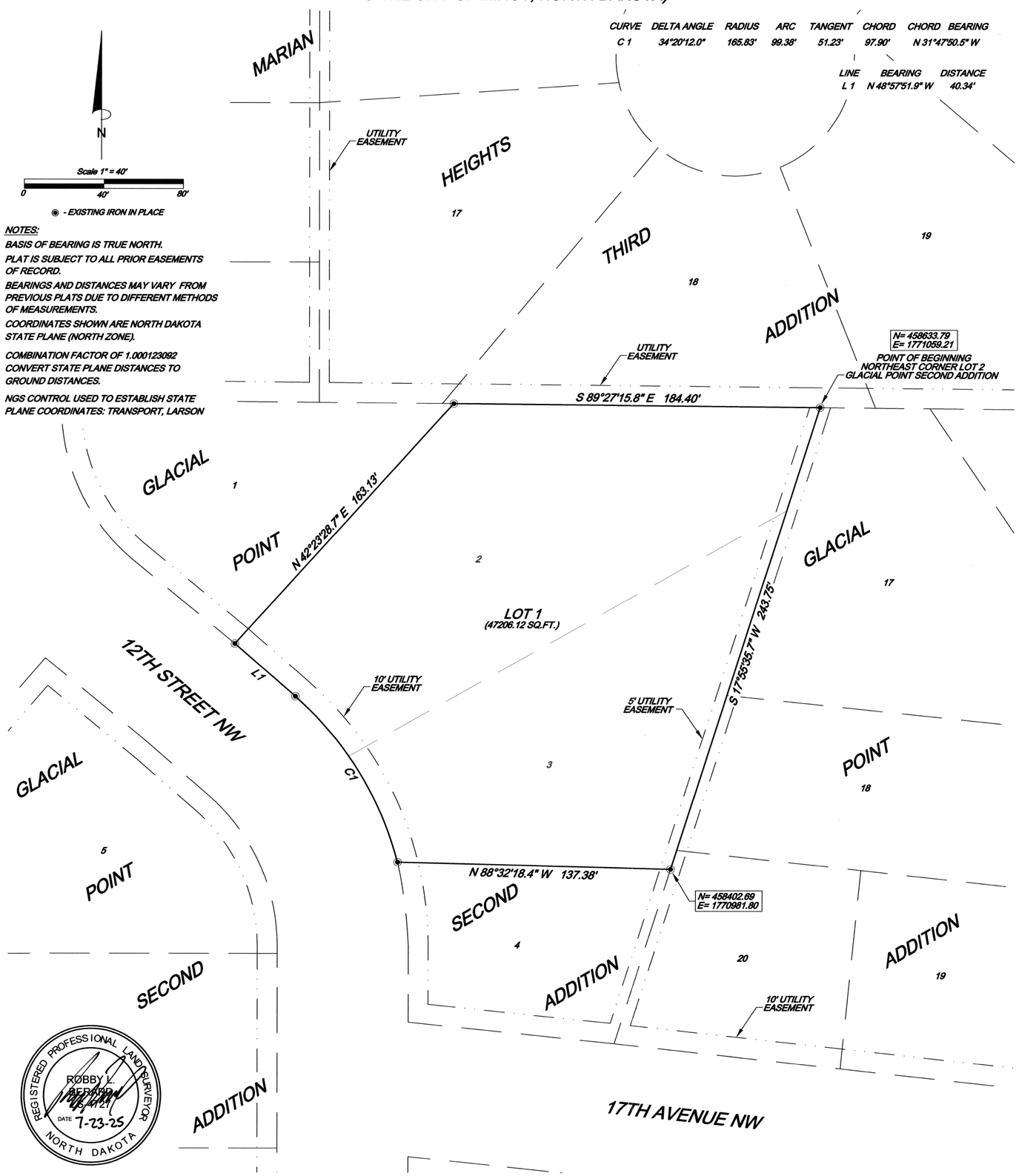
Project Costs
N/A

Project Funding
N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

GLACIAL POINT 4TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 2 AND 3, GLACIAL POINT SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)



CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	34°20'12.0"	165.83'	99.38'	51.23'	97.90'	N 31°47'50.5" W

LINE	BEARING	DISTANCE
L 1	N 48°57'51.9" W	40.34'

NOTES:

BASIS OF BEARING IS TRUE NORTH.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.

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

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

COMBINATION FACTOR OF 1.000123092 CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

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

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT BRENDAN WEIDLER AND BETH WEIDLER, BEING OWNERS AND PROPRIETORS OF LOTS 2 AND 3, GLACIAL POINT SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GLACIAL POINT SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 17°55'35.7" W, A DISTANCE OF 243.75 FEET; THENCE N 88°32'18.4" W, A DISTANCE OF 137.38 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 99.38 FEET, SAID CURVE HAVING A RADIUS OF 165.83 FEET AND A CHORD OF 97.90 FEET WHICH BEARS N 31°47'50.5" W; THENCE N 48°57'51.9" W, A DISTANCE OF 40.34 FEET; THENCE N 42°23'28.7" E, A DISTANCE OF 163.13 FEET; THENCE S 89°27'15.8" E, A DISTANCE OF 184.40 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.08 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS GLACIAL POINT 4TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

BRENDAN WEIDLER

BETH WEIDLER

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 24 DAY OF July, 20 25, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED BRENDAN WEIDLER AND BETH WEIDLER, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES: May 16, 2027

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

VANESSA CLARK
Notary Public
State of North Dakota
My Commission Expires May 16, 2027

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
LS 4727
DATE 7-23-25
NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 23rd DAY OF July, 20 25, 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

CHAD ATTERTON
Notary Public
State of North Dakota
My Commission Expires Nov. 11, 2028

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
LS 4727
DATE 7-23-25
NORTH DAKOTA

APPROVED: _____ DATE: _____

CITY OF MINOT ENGINEER

ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

JOB #123-25

TO: Mayor and Members of the City Council

FROM: Tom Joyce, Asst. City Manager
Mikayla McWilliams, City Clerk

DATE: August 4, 2025

SUBJECT: **ONPOINTE INSIGHTS, LLC COMMUNITY SURVEY STATEMENT OF WORK**

I. RECOMMENDED ACTION

It is recommended City Council approve the Statement of Work with OnPointe Insights, LLC and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Tom Joyce, Asst. City Manager, 701-857-4731
Mikayla McWilliams, City Clerk, 701-857-4752

III. DESCRIPTION

A. Background

The City of Minot has completed a community survey in 2021 and 2023. The staff are recommending the 2025 community survey to be completed by OnPointe Insights, LLC. This will be about an 8-week process to complete. City staff will work with the project team to develop community survey questions, with hopes of having the survey available to the residents of Minot mid to late September. Residents will then have approximately 3–4 weeks to complete the survey and the City of Minot staff and City Council will hopefully see the analytics by late October.

B. Proposed Project

The City of Minot will be utilizing a new vendor for the community survey. This will be about an 8-week project. The recommendation of OnPointe Insights, LLC is a higher minimum sample size of 800 residents with a maximum of 1,500. This lowers the statistical margin of error. City of Minot staff only recommend utilizing OnPointe Insights, LLC for the community survey. The employee survey will be done with our ADP system.

C. Recommendation Detail

It is recommended City Council approve the Statement of Work with OnPointe Insights, LLC and authorize the Mayor to sign.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing
Safe and Welcoming
Resilient and Prepared
Excellent and Connected
**Questions in the survey should relate to any and all the aspirations.

B. Service/Delivery Impact:

This should be about an 8 week process to complete and receive results/analytics of the survey.

C. Fiscal Impact

For one community survey, the Statement of Work shows the cost will be $19,960.

Project Costs
$19,960.00

Project Funding
10011000-43040 - $22,000 budgeted in 2025 for the survey

VI. ALTERNATIVES

1. The City Council could elect not to approve the SOW and direct staff to either look for another vendor.
2. The City Council could elect not to approve the SOW and direct staff to not complete a community survey in 2025. This is not budgeted in the proposed 2026 budget.

Attention: Thomas C. Joyce
City of Minot, ND
10 3rd Ave SW
Minot, ND 58701

Contact: Thomas C. Joyce (tom.joyce@minotnd.gov)
Mark Jantzer (mark.jantzer@minotnd.gov)

July 1, 2025

Project name:
202533-ND-Minot CityPOV

Service provider
OnPointe Insights, Inc (We)

Service receiver
Minot, ND (The City)

Background:
Creating community engagement with residents starts with understanding both their needs and reactions to proposed city initiatives that impact your planning and budgets. The right feedback can provide the insight you need to help you chart a path for the future.

CityPOV™ is an online survey solution — and much more

- Align your leadership team
- Plan for the future
- Monitor progress over time
- Increase engagement and satisfaction
- Bridge the gap between your city and residents
- Measure city performance to drive improvements

CityPOV™ . . .

- Is a feedback system created by experts
- Is highly efficient, intuitive, and optimized for mobile or computer
- Provides accessible analysis in powerful dashboards

Topics covered in the CityPOV™ survey include the following:

- City affinity
- A deep dive on AMENITIES, CITY BENEFITS, GROWTH MANAGEMENT, SAFETY AND SECURITY, and BUDGET AND OPERATIONS / MAINTENANCE
- Most important city services and their ratings
- City employee ratings
- The option to have 3 minutes of local, customizable questions
- Key demographics

Steps:

We will execute the steps that follow. We ask The City to collaborate:

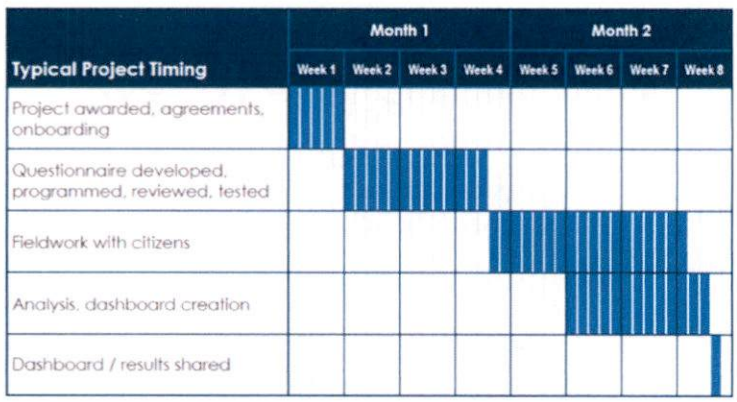
- We lead a discovery session with your team to understand needs
- We develop the initial survey draft and refines with the city
- We program and test the survey, allowing your team to also test
- We provide links or QR codes for the CityPOV™ survey
- The City distributes the survey links / QR codes
- We collect, tabulate, and analyze the data
- We provide an interactive, online dashboard to review results
- We provide statistical tables or raw data, if desired

City officials mentioned the desire to match relevant results from prior surveys. This will be included in the analysis.

Timing:

OnPointe Insights can execute the study in the time frame shown below. The actual timing of distributing the survey is up to The City. Data collection can go as quickly as one week, but most continue longer and have additional time for reminders. The timeline below allows for over 3 weeks of fieldwork.

Work will begin once this SOW is signed, based on the schedule below. Timing can easily be adjusted to meet city needs.



Sample size:

- We recommend a minimum sample size of 800, with a maximum of 1,500. Having 800 completes will provide a statistical margin of error of 3.5%. Having 1,500 completes would yield a margin of error of 2.5%, and would allow for deeper analysis of smaller groups. We do not charge extra for additional completed surveys up to 1,500.

Deliverables:

- An online, customized dashboard to review results and share with permission (ability to download PowerPoint slides and PDF results for internal/external uses).

Cost:

- CityPOV has an annual cost of $19,960. For a 3-study agreement the cost is discounted for each of 3-studies, and if additional studies are desired, the cost remains fixed (with a slight adjustment for inflation).

- 50% of Study-1 will be invoiced upon approval/signing the SOW (net 30 days). The remaining 50% will be billed upon completion.

Survey Cost Details	Fees USD$
Project management	$2,830
Questionnaire Design/Programming	$2,180
Questionnaire technology fees	$950
Fieldwork & monitoring	$1,790
Data extraction	$700
Coding, Cleaning	$1,280
Analysis / Insights development / Report	$8,190
Dashboard tech fees / creation	$2,040
Total Research Investment (1-time)	**$19,960**
Multi-Study Discount (if selected)	($5,000)
Cost per study	**$14,960**

3-Study Example	Price	Discount	Final
CityPOV - Citizen Engagement / Planning Survey	$19,960	-$5,000	$14,960
Survey #2 Example: StaffPOV - Employee Survey	$19,960	-$5,000	$14,960
Survey #3 Example: ParksPOV - Parks & Rec Survey	$19,960	-$5,000	$14,960
	$59,880		$44,880

Desired Option:

[X] One study at $19,960

[ ] Three studies at $14,960 each year*

*If you have other survey needs, they will be similarly discounted during the 3-year period. If you desire to continue through subsequent years, the same cost will be honored, plus minor inflation adjustments.

Termination of Contract. This contract can be terminated by either party with a written thirty (30) day notice. Payment for time already completed after the signing of the contract would be compensated at the OnPointe Insights rate of $200/hour - not to exceed the contract amount.

Non-Appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by The City, The City shall notify OnPointe Insights that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to The City.

Confirmed:

Ron Gailey
CEO/Founder
OnPointe Insights, LLC

Date: 1-July-2025

Mark Jantzer
Acting Mayor
City of Minot, ND

Date: _____

TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: August 4, 2025

SUBJECT: APPROVAL OF 2026 PASS-THROUGH JAG GRANT APPLICATION AND SUB-AWARD TO DOMESTIC VIOLENCE CRISIS CENTER

I. RECOMMENDED ACTION

It is recommended City Council approve the Edward Byrne Justice Assistance Grant (JAG) application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

Domestic violence and sexual assault incidents in the region have grown considerably more lethal and prevalent in recent years. According to a report issued by Domestic Violence High-Risk Team (DVHRT), 85% of high-risk offenders have threatened to kill their victims and 76% of victims believe their abuser will murder them. Research shows that domestic violence is often predictable and preventable. Three significant risk factors are a history of strangulation, weapon use, and protection order violation. In the year 2024, over half of the high-risk victims served by the organization reported past strangulation, many regularly. This suggests a normalized behavior. Scholars conclude, "When a woman is strangled by an intimate partner, she is 800% more likely to be murdered by the abuser." Studies also reveal that "43% of intimate partner homicides have a history of strangulation in the 12 months prior to murder". However, the pervasiveness of strangulation among DVCC clients is not the only area of concern for the agency, as the rate of protection orders/prohibiting contact violations is also troubling. On average DVCC files over 50 protection orders each year. 2025 is currently a bit below that average, with 19 protection orders filled in the first six months of this year. Another disturbing trend we are seeing throughout our service region is the rise in sexual assaults. Lastly, cases have grown increasingly more severe as clients disclosing mental health diagnoses, substance use disorders, and history of self-harm upon intake have jumped considerably. These trauma-related

conditions are linked to victimization and can be life-threatening if not addressed. The increases in sexual assault cases and growing regularity of lethal violence warrant a need for continued multifaceted response efforts in our area.

B. Proposed Project
The proposed project seeks to respond to the increased threat of lethal violence and sexual assaults by offering comprehensive victim services designed to enhance victim safety and offender accountability.

The grant must be passed through the City of Minot as it is a federal program. If awarded, the grant amount of $55,660.80 will be passed through the City of Minot to the Domestic Violence Crisis Center through our pass-through fund. This project will have no fiscal impact on the City of Minot.

C. Recommendation Detail
It is recommended the City Council approve the Edward Byrne Justice Assistance Grant (JAG) application and sub-award to the Domestic Violence Crisis Center and authorize the Mayor to sign the applicable documents.

IV. IMPACT

A. Aspirations
Safe & Welcoming - the services DVCC provides to our community help to make Minot and the surrounding regions safe and provides opportunities for domestic violence victims to find the services and help they need.

B. Service/Delivery Impact:
The full-time and part-time Victim Advocates will be responsible for delivering high-quality crisis intervention, criminal justice advocacy, emotional support, and personal advocacy. More specifically, services will involve assessing risks, empathetic listening, developing individualized safety plans, maintaining regular contact with the criminal justice system, courtroom orientation and/or pretrial preparation, accompanying victims to court, aiding victims in filing protection orders, and liaising with local social service providers to fulfill basic needs. Collectively, these services will form a trauma-informed service delivery system for victims to access essential supports and participate in the legal system. Therefore, maximizing justice outcomes and promoting recovery for victims of domestic and sexual violence.

C. Fiscal Impact
The Domestic Violence Crisis Center (DVCC) is requesting $85,632 in the grant application to cover salaries and benefits, rent and telephone services for the victim advocates.

Project Costs	
Personnel -	$83,232
Rent -	2,400
Total	$85,632

Project Funding
Edward Byrne Justice Assistance Grant (JAG) - $55,660.80 (65%)
Local match provided by DVCC - $29,971.20 (35%)

This grant, if awarded, will be sub-awarded to the Domestic Violence Crisis Center and the funds will be passed through the City of Minot.

VI. ALTERNATIVES

N/A

Edward Byrne Justice Assistance Grant (JAG) Application

LOTTERY GRANT APPLICATION

OFFICE OF THE ATTORNEY GENERAL

Project Period 1/1/2026-12/31/2026

Application Deadline: Friday, August 15, 2025 11:59 PM

Applications must be submitted to agogrants@nd.gov

I – APPLICATION OVERVIEW

Subrecipient contact information:
Name and Unique Entity Identifier (UEI) as registered with Sam.gov. This is the entity receiving the funding.

Entity Applying (Check One)

- ☐ State or units of local government
- ☐ Indian Tribe
- ☐ Non-government victim witness assistance programs
- ☑ Non-government domestic violence programs

Name of Subrecipient (City, County, State Agency)	Unique Entity Identifier - required	Subrecipient Phone	
City of Minot	D33RGAW88JU9	701-857-4784	
Suprecipient Street Address	**City**	**State**	**Zip Code**
10 3rd Ave SW	Minot	ND	58701
Suprecipient Contact Name	**Title**		
Mark Janzer	Mayor		
Email Address			
mark.janzer@minotnd.gov			

The authorized official must have the legal authority to commit the subrecipient to a contract or other agreement.
Overall responsibility for the administration of the project rests with this individual.
Examples: mayor, city or county auditor, director of the agency, or Tribal Chairperson.

Name of Authorized Official	Title		Phone
Mark Janzer	Mayor		701-857-4750
Street Address	**City**	**State**	**Zip Code**
10 3rd Ave SW	Minot	ND	58701
Email Address			
mark.janzer@minotnd.gov			

The Project Director has the direct responsibility for implementation of the project activities.
This person will prepare and submit all progress reports as required by the Office of Attorney General.
Examples: task force coordinator or executive director.

Name of Project Director	Title		Phone
Jill McDonald	Executive Director		701-852-2258
Street Address	**City**	**State**	**Zip Code**
3900 11th Ave SE	Minot	ND	58701
Email Address			
jill@dvccminot.org			

The Implementing Agency has direct responsibility for carrying out the activities of the grant.

Name of Implementing Agency

Domestic Violence Crisis Center

The Fiscal Officer has the responsibility of the financial administration of the project.
This person prepares and submits all financial reports as required by the Office of Attorney General.
Examples: city or county auditor, fiscal designee, or it can also be the project director.

Name of Fiscal Officer	Title		Phone
Jessica Lucy Biel	Grants Coordinator		701-852-2258
Street Address	**City**	**State**	**Zip Code**
3900 11th Ave SE	Minot	ND	58701
Email Address			
jessica@dvccminot.org			

Authorized Program Area: (select all that apply)

- [ ] Law Enforcement
- [ ] Prosecution/Courts
- [ ] Prevention/Education
- [ ] Corrections/Community Corrections
- [ ] Drug Treatment/Enforcement
- [ ] Planning/Evaluation/Technology Improvement
- [x] Crime Victim and Witness Programs (other than compensation)
- [ ] Mental Health Programs and Related Law Enforcement and Corrections programs, including behavioral programs and crisis intervention teams

Multi-agency Project (two or more)?

- [ ] Yes
- [x] No

Multijurisdictional Project (two or more)?

- [x] Yes
- [ ] No

II - BUDGET NARRATIVE & CALCULATIONS – All budget categories calculate the total cost in the column on the right. DO NOT USE SPECIAL CHARACTERS (example: $, commas, letters, etc.) ONLY USE NUMBERS. Please round to the nearest dollar. Applicants should indicate the total cost for each category of the proposed project.

A. Personnel - List each position by type. Compensation for employees engaged in grant activities must be consistent with that paid for similar work within the surrounding areas. Fringe benefits should be based on actual known costs or an established formula. Fringe benefits may include common items such as payroll taxes, health and life insurance, and retirement contributions. NOTE: Salary Cap (Wages and Fringe) $52,000 for prosecutors and $42,000 all other personnel. Attach a sheet using this format if you have additional items.

Name/Position - Salary	Salary per Hour, Month or Year	# of Hours, Months or Year	Total Personnel Cost
Rene Grunden/Victim Advocate	32000.00	1 year	$ 32,000.00
Brittany Orjuela/CJ Advocate	32000.00	1 year	$ 32,000.00
			0
			0
			0
Name/Position - Fringe	**Fringe per Hour, Month or Year**	**# of Hours, Months or Year**	**Total Personnel Cost**
Rene Grunden/Victim Advocate	9616.00	1 year	$ 9,616.00
Brittany Orjuela/CJ Advocate	9616.00	1 year	$ 9,616.00
			0
			0
			0
		Total Personnel:	$ 83,232.00

Narrative – Please provide a detailed description for all personnel expenses.

JAG program funds will be utilized to support the salary of a victim and criminal justice advocate. The advocates are responsible for providing comprehensive direct services to victims of interpersonal violence throughout the north-central North Dakota region. Services include but are not limited to: assistance in obtaining protection orders, criminal justice advocacy, courtroom orientation, pretrial preparation, 24-hour crisis intervention, emotional support and personal advocacy. The advocate also conducts educational presentations and assists in facilitating training for new law enforcement officers. The Domestic Violence Crisis Center (DVCC) is requesting $58,128; approximately ~69.84% of the total victim advocate compensation packages. Personnel expenses include $64,000 for salary and $19,232 for fringe benefits.
Benefits:
FICA=7.65%, Life Insurance and Short-term Disability Insurance=2.4%, Retirement=5%, Health Insurance=15%
The fringe benefits are estimated at 30.05% of the salary.

B. Supplies - List items by type (office supplies, investigative supplies postage, copy paper). Generally, supplies include any materials that are expendable or consumed during the course of the project **(includes equipment under $5000)**. Attach a sheet using this format if you have additional items.

Supply Item	Unit Cost	# of Items	Total Supplies Cost
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total Supplies:	0

Narrative – Please provide a detailed description for all supply expenses.

C. Rent - List buildings or locations that require a rent payment.

Rent Item	Cost per Month/Year	# of Months/year	Total Rent Cost
Rural office rent-Mohall, ND	200	12	$ 2,400.00
			0
			0
			0
		Total Rent:	$ 2,400.00

Narrative – Please provide a detailed description for all rent expenses.

The Mohall office space is used by a JAG staff employee who is funded 50% by JAG. The monthly rent is $400.

D. Communications - List items used for communications (telephone, cell phone charges, etc.) Attach a sheet using this format if you have additional items.

Communication Items	Estimated Cost Per Month	# of Months	Total Communication Cost
			0
			0
			0
			0
			0
			0
			0
			0
		Total Communications:	0

Narrative – Please provide a detailed description for all communication expenses.

E. Fuel/Oil/Vehicle Maintenance - List fuel usage, oil changes, vehicle maintenance for all vehicles, leased or owned. Attach a sheet using this format if you have additional items.

Fuel/Oil/Vehicle Maintenance Items	Estimated Cost Per Month	# of Months	Total Fuel Cost
			0
			0
			0
			0
			0
			0
			0
			0
		Total Fuel/Oil/Vehicle Maintenance:	0

Narrative – Please provide a detailed description for all fuel/oil/vehicle maintenance expenses.

F. Contractual Services - List service to be provided, anticipated hourly, daily, or monthly rates. Also include expenses to be paid to the consultants in addition to their fees (i.e., travel, meals, lodging, etc.) The maximum rate for consultants is $650 for an 8-hour day.

Name of Contractor/Consultant (if known)	Purpose of the contract	Total Contractual Cost
		0
		0
		0
		0
		0
	Total Contractual Services:	0

G. Equipment Rent/Lease - List equipment items to be rented or leased.

Item	Cost Per Item	# of Items	Total Equipment Rent/Lease Cost
			0
			0
			0
			0
			0
			0
		Total Equipment Rent/Lease:	0

Narrative – Please provide a detailed description for all equipment rent/lease expenses.

H. Travel & Training - List travel expenses for attending trainings, meetings, conference, and other work related travel. State rates will be used for in-state travel, GSA rates for out-of state travel.

Purpose of Travel	Type of Expense (Lodging, Meals, Flight, Registration, Etc.)	Estimated Cost	Number of Days	Number of Staff	Total Travel Cost
					0
					0
					0
					0
					0
					0
					0
					0
				Total Travel/Training:	0

Narrative – Please provide a detailed description for all travel expenses.

I. Equipment - List non-expendable items that are to be purchased that are **$5000** or more for each item. Items that do not meet these criteria should be considered Supplies. Rented or leased equipment should be listed in the Equipment Rent/Lease category. Attach a sheet using this format if you have additional items.

Equipment Item	Cost per Item	# of Items	Total Equipment Cost
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total Equipment:	0

Narrative – Please provide a detailed description for all equipment expenses. Please list which agency will maintain ownership of the equipment at the end of the grant.

J. Other Costs - List other items that do not fall into the other budget categories. **Please list vehicle insurance costs here.**

Other Items	Cost Per Item	# of Items	Total Cost
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total Other:	0

Narrative – Please provide a detailed description for all other expenses.

III – BUDGET SUMMARY

Category	Total Budget
A. Personnel	$ 83,232.00
B. Supplies	$ 0.00
C. Rent	$ 2,400.00
D. Communications	$ 0.00
E. Fuel/Oil/Vehicle Maintenance	$ 0.00
F. Contractual Services	$ 0.00
G. Equipment Rent/Lease	$ 0.00
H. Travel/Training	$ 0.00
I. Equipment	$ 0.00
J. Other Costs	$ 0.00
Total Budget Request	$ 85,632.00

Only JAG program applications require match. Lottery grant applicants, please disregard.

Grant Funds	$ 55660.8	65% of Total Budget
Match	$ 29971.2	35% of Total Budget

Source of Matching Funds (JAG only):

The Domestic Violence Crisis Center will utilize City of Minot and Ward, Renville and McHenry County victim witness fees to fulfill the dollar match requirement for the 2026 JAG award cycle.

IV. Agency Funding Sources

Please list any direct **JAG grant awards** your agency received from the Bureau of Justice Assistance program and list the projects supported by these grant funds. This does not include JAG funds from the ND OAG.

Direct Justice Assistance Grant (JAG) Program	Amount
Projects Supported:	
	$
	$
	$
TOTAL FY ____ AWARD AMOUNT	$ 0

Please list all other sources of grant funding that support this project's activities.

Funding Sources	Amount
Other (specify):	
	$
	$
	$
	$
	$
	$
	$
	$
	$
TOTAL FUNDING	$ 0

If the operations of this project are expected to generate income, please discuss possible sources and how it will be used (i.e. asset forfeiture, training fees collected as a result of grant-funded training):

V. Project Narrative

I. Project Description: Briefly describe the project that is proposed. How will this project address specific problems? Include specifics about the services to be provided, how the services will be provided (how often and by whom), and the project accomplishments.

Domestic violence and sexual assault incidents in the region have grown considerably more lethal and prevalent in recent years. According to a report issued by Domestic Violence High-Risk Team (DVHRT), over 80% of high-risk offenders have threatened to kill their victims and over 70% of victims believe their abuser will murder them. Research shows that domestic violence is often predictable and preventable. Three significant risk factors are a history of strangulation, weapon use, and protection order violation. In the year 2024, over half of high-risk victims served by the organization reported past strangulation, many regularly. This suggests a normalized behavior. Scholars conclude, "When a woman is strangled by an intimate partner, she is 800% more likely to be murdered by the abuser." Studies also reveal that "43% of intimate partner homicides have a history of strangulation in the 12 months prior to murder". However, the pervasiveness of strangulation among DVCC clients is not the only area of concern for the agency, as the rate of protection orders/prohibiting contact violations is also troubling. On average DVCC files over 50 protection orders each year. 2025 is currently numbering below that average, with 19 protection orders filled in the 1st six months of this year. Another disturbing trend we are seeing throughout our service region is the rise in sexual assaults. Lastly, cases have grown increasingly more severe as clients disclosing mental health diagnoses, substance use disorders, and history of self-harm upon intake have jumped considerably. These trauma-related conditions are linked to victimization and can be life-threatening if not addressed. The increases in sexual assault cases and growing regularity of lethal violence warrant a need for continued multifaceted response efforts in our area.

The proposed project seeks to respond to the increased threat of lethal violence and sexual assaults by offering comprehensive victim services designed to enhance victim safety and offender accountability.

The full-time and part-time Victim Advocates will be responsible for delivering high-quality crisis intervention, criminal justice advocacy, emotional support, and personal advocacy. More specifically, services will involve assessing risks, empathetic listening, developing individualized safety plans, maintaining regular contact with the criminal justice system, courtroom orientation and/or pretrial preparation, accompanying victims to court, aiding victims in filing protection orders, and liaising with local social service providers to fulfill basic needs. Collectively, these services will form a trauma-informed service delivery system for victims to access essential supports and participate in the legal system. Therefore, maximizing justice outcomes and promoting recovery for victims of domestic and sexual violence.

II. Current Efforts: *Clearly define what efforts are currently underway in responding to the problem described in the Project Description.*

The Domestic Violence Crisis Center (DVCC) continues to respond to the growing rate of violent crimes in the region by providing direct services, emergency shelter, and support to victims of interpersonal violence, sexual assault, stalking, and human trafficking in North-Central North Dakota. In the 2024 JAG award cycle, DVCC provided 3,358 crisis services, 1,715 personal advocacy services, 4,609 emotional support, and/or empathetic listening services, 880 criminal justice advocacy services, 77 courtroom orientation or pretrial preparation services, and assisted 41 victims in successfully obtaining protection orders. Additional programming was also offered throughout the performance period to improve victim safety and wellbeing. Last year, the agency successfully facilitated support groups for primary and secondary victims, provided housing assistance, counseling, safety planning, childcare, victim impact statement preparation, property recovery assistance, employer intercession, transportation, referrals, criminal complaint filing assistance, and crime victims' compensation application guidance. The DVCC also continued expanding the multi-disciplinary Domestic Violence High-Risk Team (DVHRT) services and will begin offering a forensic interviewing program to further victim safety, promote offender accountability, and lower the risk of secondary victimization. The organization has also engaged the DVHRT to conduct evidence-based risk assessments, identify dangerous cases, and enhance community response. Cases were continuously monitored, information was exchanged among member agencies (Domestic Violence Crisis Center, Minot Police Department, Ward County Sheriff's Department, and ND Probation and Parole) and intervention plans were coordinated to reduce victim risk of lethality. JAG funding is vital to advancing the victim advocate position necessary to deliver high-quality services and ongoing case management to the most vulnerable victims in the region.

III. Collaboration with Other Agencies: *Describe coordination and cooperation between agencies during the past year.*

The Domestic Violence Crisis Center (DVCC) actively collaborates with local law enforcement, the Minot Police Department, Ward County Sheriff's Department, Ward County State's Attorney office, and the local Federal Bureau of Investigation field office. The DVCC employs a DVHRT Coordinator who serves as a direct liaison between the aforementioned agencies and the DVCC. This Coordinator receives all domestic violence and sexual assault reports from law enforcement and is responsible for recording data in the Domestic Assault Information Network (DAIN), following up on DV/SA calls, and conducting new officer training pertaining to interpersonal violence. The victim advocate works alongside the criminal justice advocate to obtain protection orders and train law enforcement agencies. The victim advocate is also an integral member of the Community Response to Victimization (CRV) task force. The CRV is designed to coordinate victim services to lower victimization rates, prevent recurrence, and increase offender accountability. Additionally, the victim advocate frequently makes referrals to Legal Services of North Dakota, court systems, and social service agencies within the region. Referrals to social service agencies often involve partners such as the Minot Area Homeless Coalition, Ward County Social Services, North Central Human Services, Minot Housing Authority, Independence, Inc., First District Health, Vocational Rehabilitation, and Community Action. Maintaining collaborations with these key organizations is essential to delivering a coordinated community response and ensuring victims have access to the support services necessary to escape interpersonal violence.

IV. Describe in detail what plans or steps are being taken to assure continuation of your agency's project after grant funding ends.

The Domestic Violence Crisis Center (DVCC) is committed to providing first-rate crisis intervention and support services to victims of interpersonal violence throughout the service region. While a discontinuation of JAG funding would briefly impact service provision, the DVCC continuously seeks funding from local, state, and federal grants as well as private foundations to adequately sustain programming.

VI. Project Goals, Objectives, and Performance Measures

Stated goals, objectives, and performance measures will be used by the Office of Attorney General to monitor and assess the project's progress in achieving the intended results. Project goals, objectives, and performance measures should be listed in the format below and not referred to in a narrative format.

Overall Project Goals: State the project's goals, in general or broad terms. Goals should address the specific problem/need identified in the application. Goals should be stated in terms of the outcomes that the project wants to achieve. (Example: Reduce the amount of crime committed by persons under the influence of illicit drugs.)

1.	To reduce risk for domestic violence homicide in North-Central North Dakota
2.	To enhance victim safety in North-Central North Dakota
3.	To increase justice for victims of interpersonal violence
4.	

Objectives (Activities directed at achieving goals): State the project's objectives, in terms of specific steps or benchmarks that will eventually lead to accomplishing the goals. Objectives must be clearly expressed and in **measurable** terms. (Example: Increase the number of drug-related arrests by 10 percent.)

1.	To assist 100% of victims requesting protection order assistance during the grant cycle
2.	To provide courtroom orientation and/or preparation services to 80 victims of interpersonal violence during the grant cycle
3.	To provide 600 criminal justice advocacy services to victims of domestic violence and/or sexual assault during the grant cycle
4.	To provide 24/7 crisis intervention to 100% of the victims seeking support during the grant cycle

Performance Measures (How you measure your project's success)**:** (Example: Number of drug-related arrests)

1.	The number of protection orders filed with the assistance of DVCC staff
2.	The number of pretrial preparation and/or courtroom orientation services provided by DVCC staff
3.	The number of criminal justice advocacy services p9rovided by DVCC staff
4.	The number of clients and services provided by DVCC staff

VII. Additional Required Information (Please Attach)

The Drug and Violent Crime Policy Board has adopted a policy stating that applicants failing to submit the following documents with the application will not be considered for funding.

Unique Entity ID (UEI) certification of good standing:

☑ By checking the box, I certify that this UEI is associated with the applicant and in accurate and in good standing with SAM.gov.

Multi-jurisdictional Drug Task Forces:

☐ Memorandum of Understanding (MOU) between the participating agencies. A copy of the previous year's MOU may be submitted if the participating agencies have remained the same. If any agencies have been removed or added to the task force, a new MOU must be submitted.

Audit requirements:

☑ By checking this box, I certify that this applicant can provide a current audit report and any findings upon requested. **All non-government entities must attach a copy of their most recent audit.**

UCR Reporting Requirements:

If the implementing agency is a local law enforcement agency, it:

1. must report crime statistics to the State's Uniform Crime Reporting system
2. must be current in its reporting
3. or must have a plan to become current by January 1, 2026.

In order to keep a JAG award, the implementing agency must maintain current UCR stats through the award period (January 1, 2026, through December 31, 2026). Failure to maintain current UCR statistics will result in award sanctions and/or deobligation.

Please indicate **most recent crime statistics** submitted: June (month) 2025 (year)

Authorized Signatures

I certify that the project proposed in this application meets applicable requirements of the Justice Assistance Grant (JAG) Program and Lottery Program, if applicable, that all information presented is correct, and that the applicant will comply with the provisions of the subgrant program and all other applicable federal laws. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions shown above apply to all recipients of these grant funds.

Signature of Authorized Official	Date
Jill McDonald	July 31, 2025
Signature of Project Director	Date
Jessica Lucy Biel	July 31, 2025
Signature of Fiscal Officer	Date

GRANT AGREEMENT

MOU

For Sub-Award

Between the City of Minot and the Domestic Violence Crisis Center

Subrecipient: Domestic Violence Crisis Center

Subrecipient UEI #: NW5MXGLHY125

Federal Award Performance Period: January 1, 2026 - December 31, 2026

Scope of Work: JAG program funds will be utilized to support the salary of Victim Advocates to provide protection orders and comprehensive services to victims of domestic violence and sexual assault.

Federal Awarding Agency: Bureau of Criminal Investigation

Federal Contact Name and Information: Gail Brustad, Grants Management, 701-328-5535

Federal Award Agency Pass-Through Entity: City of Minot

Pass-Through Entity Contact Official and Contact Name: Holly Zeece, Accountant, 701-857-4754

Subrecipient Contact Official: Jill McDonald, Project Director, 701-852-2258

Mark Jantzer, Acting Mayor	Jessica Lucy Biel/Grants Coordinator
Date	Date

TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst
Kelli Kronschnabel, Fire Chief

DATE: August 4, 2025

SUBJECT: **BUDGET AMENDMENT TO MOVE FUNDS TO MEDICAL PROFESSIONAL SERVICES**

I. RECOMMENDED ACTION

It is recommended that the City Council approve the budget amendment of $5000.00 with funds shifting from the Materials & Supplies budget-46101 into the Other Professional Services-43300 budget on first reading.

II. DEPARTMENT CONTACT PERSONS

Adam Klein, Public Safety Business Analyst, 701-857-4911

III. DESCRIPTION

A. Background

The Medical Professional Services budget line item was used to pay for the Cordico Mental Health app, all annual physicals, new hire physicals and drug tests, and all random drug and alcohol tests. Due to the cost of the Cordico app and medical physicals, we need to supplement the Medical Professional services by moving funds from our Materials & Supplies budget. We anticipate hiring at least one more firefighter and completing one more annual physical for current personnel. These, paired with the quarterly random drug/alcohol screenings, are the need for the budget amendment. Anticipated costs to be accrued are $5000.00.

B. Proposed Project

The movement of funds would allow us to finish off the year with enough funds to take care of the remaining medical obligations that Fire will have.

C. Recommendation Detail

Approve the budget amendment on the first reading.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

This will allow us to complete any medical physicals remaining for employees that need to complete them by 2025. This will be used for random drug and alcohol screenings for Fire. In the event that MFD hires again this year, it will be used for pre-employment physicals and drug and alcohol screenings.

C. Fiscal Impact

Project Costs

Physicals and Drug & Alcohol Screenings: $5,000.00

Project Funding

These funds will be reallocated from the Fire Department's existing budget.
10031000.46101

VI. ALTERNATIVES

The City Council would not approve the budget amendment, which would result in the Fire Department not complete physicals, random drug and alcohol screenings, and pre-employment physicals and drug and alcohol screenings for the remainder of the year.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO DECREASE THE FIRE DEPARTMENT MATERIALS & SUPPLIES EXPENDITURES AND INCREASE THE FIRE DEPARTMENT OTHER PROFESSIONAL SERVICES EXPENDITURES FOR PHYSICALS AND DRUG AND ALCOHOL SCREENINGS.

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

§1: Amend the 2025 annual budget to decrease the fire department Materials & Supply expenditures and increase the fire department Other Professional Services expenditures for physicals and drug and alcohol screenings:

10031000-46101		($5,000)
10031000-43300		5,000

§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: Chris Plank, NDR Program Administrator

DATE: August 4, 2025

SUBJECT: **CONCUR ON PURCHASE PRICE FOR FLOOD BUYOUT AT 1310 BURDICK EXPRESSWAY EAST FOR $1,001,000**

I. RECOMMENDED ACTION

It is recommended City Council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement, along with the Addendum for advance payment of funds.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot Policy and Procedures for Involuntary Acquisition includes a provision that any negotiated purchase price for flood buyouts under these guidelines where the purchase price exceeds fifteen percent (15%) and $15,000 from the initial purchase price offer made by the City shall go to the Council before a closing can take place. This procedure is not a requirement under the HUD rules or the provisions of the Federal Uniform Relocation Act but, rather, was instituted as a city policy in 2015. In terms of a negotiated purchase price, one Federal requirement is that, to meet the standards of necessary and reasonable, a negotiated purchase price above the original offer cannot exceed the typical average cost if an acquisition had to go through an Eminent Domain proceeding. In eminent domain cases, residents may be awarded compensation for legal fees, providing a cap meeting the federal requirement for necessary and reasonable.

B. Proposed Project

The independent appraised value originally set for this property was $800,000, which, per federal requirements, was the initial offer made to the property owner. The foremost goal in all these flood buyout negotiations is to reach an amicable purchase price to avoid an Eminent Domain court decision. To date, there have only been a handful of instances where the City has been compelled to secure eminent domain court decisions and in both cases it was the result of

the property owners of record being totally unresponsive to numerous communications and court filings. As a result of successful negotiations with the property owner in this matter, we have reached agreement on a purchase price of $1,001,000, which is below the cap to meet HUD's requirement of a necessary and reasonable cost. However, the purchase price is twenty-one percent (25%) above the initial offer and exceeds the original offer by more than $15,000. HUD also requires, in such situations, an "Administrative Settlement" memorandum become part of the acquisition file which is signed by me (the draft document is attached). This property owner is also requesting an advance of $800,000 to pay off the loan on the building to avoid additional interest accruing. The remaining balance will be paid upon the relocation of the tenants currently on the property.

C. Recommendation Detail

Staff recommends Council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement along with the addendum for advance payment of funds.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The acquisition of the property is necessary to support flood control and mitigation projects. Reaching a mutual agreement on the purchase price avoids court proceedings through the eminent domain process.

C. Fiscal Impact

This property is part of the MI 8 project for flood protection. State Water Commission dollars will be used to fund this acquisition.

Project Costs

$1,001,000

Project Funding

State Water Commission Dollars

VI. ALTERNATIVES

Council could not authorize the Mayor to assign the Purchase Agreement and Addendum. By doing so, staff would renegotiate an offer to the property owner. If the City and the property owner fail to agree on a price, eminent domain proceedings could occur. The City could potentially be responsible for any legal fees incurred by the property owner.

To: Minot City Council

From: Chris Plank, NDR Grant Manager

Date: July 24, 2025

Subject: Justification for Administrative Settlement: 1310 Burdick Expressway E - Brekke

A counteroffer has been presented by the property owner, Duane Brekke for the purchase of Parcels MI19.213.000.1240;MI19.213.000.1250;MI19.213.000.1260; MI19.213.000.1270;MI19.213.000.1280; Property Addresses 1310 Burdick Expressway E; 401 13th St SE; 405 13th St SE; 409 13th St SE; 413 13th St SE Minot, ND 58701.and the Legal Descriptions: LENOX PARK ADDITION LOTS 123 & 124 PLUS 1/2 VAC ALLEY ON SOUTH & 1/2 VAC ALLEY ON EAST; LENOX PARK ADDITION LOT 125; LENOX PARK ADDITION LOT 126; LENOX PARK ADDITION LOT 127; LENOX PARK ADDITION LOT 128

As a result of negotiations, the property owner has agreed to a purchase price of $1,001,000. This amount represents an increase of $201,000, or 25%, over the approved appraised value of $800,000. The Date of Value of the appraisal by Jorge L. Pagan, MAI, was 2/20/2025.

Administrative Settlements are included in the Uniform Relocation Assistance and Real Property Acquisition Act (URA), 49 CFR Part 24, Section 24.102(i), and provide that the purchase price for the property may exceed the amount offered as just compensation when such administrative settlement is reasonable, prudent and in public interest. The administrative settlement may consider trial risks and costs and is an alternative to judicial resolution and unnecessary litigation which may cause congestion in the courts.

If the City were to accept $1,001,000 for the purchase of the properties mentioned above, it would be in accordance with the foregoing provisions of the URA. The primary factor for the City to accept the negotiated price is to consider the costs it would incur when it decides to pursue the purchase of the property through a condemnation action. When the City determines that the property is required for future use and would proceed to condemn the property, the trial risks and associated costs could be substantial. Beyond the risks of jury awarding the property owners, North Dakota Eminent Domain law would require the City to pay the property owners' litigation expenses, in addition to the City's own fees and costs for legal counsel and experts for pre-trial and trial proceedings

Based on the foregoing, and the risks and costs of legal proceedings, the purchase price in the amount of $1,001,000 for the properties of 1310 Burdick Expressway E; 401 13th St SE; 405 13th St SE; 409 13th St SE; 413 13th St SE Minot, ND 58701, is reasonable and justified. Acceptance by the City would also demonstrate that the City of Minot is willing to work with property owners to reach a settlement that is beneficial to all parties.

It is, therefore, my recommendation that the City of Minot accept the purchase price in the amount of $1,001,000 for 1310 Burdick Expressway E; 401 13th St SE; 405 13th St SE; 409 13th St SE; 413 13th St SE Minot, ND 58701.

APPRAISAL REPORT

Commercial property located at 1310 E Burdick Expy and includes four vacant lots (401, 405, 409, and 413 13th Street SE), all in Minot, Ward County, North Dakota

Date of the Report:
February 20, 2025

Effective Date of Value:
November 22, 2024

Prepared by:
Jorge L. Pagan, MAI, CCIM, R/W-AC
Certified General Appraiser
NDCG-2604

Teri Scherr
Certified General Appraiser
NDCG-21753

Prepared for:
Justin Redding
CDM Smith
1600 2nd Ave SW, Suite 27
Minot, ND 58701

February 20, 2025

Justin Redding
CDM Smith Minot Disaster Recovery Services
1600 2nd Avenue SW, Suite 27
Minot, ND 58701

Dear Mr. Redding:

According to your request, the undersigned prepared an appraisal report of a commercial property located at 1310 E Burdick Expy, including four vacant lots (401, 405, 409, and 413 13th Street SE) in Minot, North Dakota. The subject property is improved with a multi-tenant commercial office building featuring shop space. The structure comprises approximately 12,040 square feet of above-grade space, supplemented by 2,865 square feet of mezzanine space and 9,240 square feet of basement garage area. The combined site has 52,029 square feet and includes four vacant lots separated by an alley, which serves as parking for the building.

The purpose of this appraisal was to render an opinion of the fee simple market value of the property, subject to outstanding rights and reservations of record. This appraisal was prepared under the provisions of the Uniform Standards of Professional Appraisal Practice, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Act. If there were any conflicts among these, the Uniform Act prevails.

The intended use of the accompanying appraisal was to assist CDM Smith Minot Disaster Recovery Services and the City of Minot in establishing a price to offer for the subject property.

The effective date of the opinion of market value was November 22, 2024, which was also the last inspection date of the subject property. This opinion of value is subject to certain definitions, general assumptions, limiting conditions and certifications included in the accompanying report.

As part of the assignment condition, the appraisers shall disregard any decrease or increase in the fair market value of the real property to be acquired before the date of valuation caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than due to physical deterioration within the reasonable control of the owner.

The appraisers make no claims about mineral ownership, and no responsibilities are assumed. The fee simple market value reported herein includes subsurface oil, gas, and mineral rights, regardless of ownership, and was based on the extraordinary assumption that the subject property does not have any marketable subsurface oil, gas, or mineral rights. Any deviation from this extraordinary assumption could alter this appraisal.

While building plans were requested from both the client and the property owner, none were provided to the appraisers. Additionally, the assessor's records do not reflect the precise area of the improvements, as they are missing certain areas, including the mezzanine. The appraisers performed a tape measure during the inspection of the subject property to the best of their ability. However, due to the property having undergone multiple modifications - some with irregular angles - and considering that the appraisers are not licensed surveyors, the building areas used in this appraisal report are an estimate. The appraisers have assumed the approximated building areas to be accurate based on available information. Should subsequent measurements by a qualified professional be provided, the appraisers reserve the right to revise the appraisal report accordingly.

Based on the inspection of the subject property and after an investigation and analysis of the economic factors affecting values in the area, it is the opinion of the appraisers that the fee simple market value of the property, subject to outstanding rights and reservations of record, as of November 22, 2024, was:

$800,000
(Eight Hundred Thousand Dollars)

The accompanying appraisal report contains the investigation results and analysis prepared by the appraisers to render this opinion of value.

Cordially,

Jorge Luis Pagan, MAI, CCIM, R/W-AC
Certified General Property Appraiser
NDCG-2604

Teri Scherr
Certified General Property Appraiser
NDCG-21753

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Subject Property Location

1310 E Burdick Expressway and four vacant lots (401, 405, 409, and 413 13th Street SE) in Minot, North Dakota

Owner of Record

Duane Brekke

Property Description

The subject property is a multi-tenant commercial office building with shop space. Initially built in 1948, an office addition was completed in 2010. The structure offers approximately 12,040 square feet of above-grade space, supplemented by 2,865 square feet of mezzanine space and 9,240 square feet of basement garage area. The combined site spans 52,029 square feet and includes four vacant lots separated by an alley, which functions as parking for the building. The site has a slightly irregular shape and is level with the street.

While building plans were requested from both the client and the property owner, none were provided to the appraisers. Additionally, the assessor's records do not reflect the precise area of the improvements, as they are missing certain areas, including the mezzanine. The appraisers performed a tape measure during the inspection of the subject property to the best of their ability. However, due to the property having undergone multiple modifications - some with irregular angles - and considering that the appraisers are not licensed surveyors, the building areas used in this appraisal report are an estimate. The appraisers have assumed the approximated building areas to be accurate based on available information. Should subsequent measurements by a qualified professional be provided, the appraisers reserve the right to revise the appraisal report accordingly.

Highest and Best Use

Multi-use commercial

Zoning Classification

The larger parcel includes three tax parcels zoned C2 (General Commercial District) and two zoned R1 (Single-Family Residential District).

Flood Hazard Classification

Zone “X” (shaded), as per FEMA’s flood map 38101C0782D, with an effective date of January 19, 2000. Please note that FEMA is working on a new flood classification map for the City of Minot with stricter requirements. Thus, the flood classification might change once these maps are completed and implemented. The property flooded in 2011.

Property Rights Appraised

Fee Simple Estate, subject to outstanding rights and reservations of record

Date of the Inspection of the Subject Property

November 1 and 22, 2024

Date of Value Estimate

November 22, 2024

Date of the Appraisal Report

February 20, 2025

Indications of Fee Simple Market Value (Land and Improvements)

Sales Comparison Approach	**$820,000**
Income Capitalization Approach	**$775,000**
Cost Approach	**Not Applicable**
Market Value Opinion of the Subject Property	**$800,000**

Personal Property

This appraisal is for real estate only and excludes personal property. Heating, ventilation, and air conditioning, permanently affixed, were considered part of the real estate. Any movable items (not permanently affixed) like a refrigerator, desks, and chairs were considered personal property and not part of this appraisal.

Assignment Condition

The appraisers shall disregard any decrease or increase in the fair market value of the real property to be acquired before the date of valuation caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than due to physical deterioration within the reasonable control of the owner.

Extraordinary Assumption

The appraisers make no claims about mineral ownership, and no responsibilities are assumed. The fee simple market value reported herein includes subsurface oil, gas, and mineral rights, regardless of ownership, and was based on the extraordinary assumption that the subject property does not have any marketable subsurface oil, gas, or mineral rights. Any deviation from this extraordinary assumption could alter this appraisal.

SCOPE OF THE APPRAISAL

Type of Report

Appraisal Report

Client

CDM Smith Minot Disaster Recovery Services

Purpose of the Appraisal

The purpose of this appraisal was to render an opinion of the market value in fee simple of the subject property under the provisions of the Uniform Standards of Professional Appraisal Practice, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Act.

Intended Use of the Appraisal

The intended use of the appraisal report was to assist CDM Smith Minot Disaster Recovery Services and the City of Minot in establishing a price to offer for the subject property.

Intended User

CDM Smith Minot Disaster Recovery Services and the City of Minot

Property Rights Appraised

Fee Simple Estate, subject to outstanding rights and reservations of record

Definition of Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. This definition was obtained from The Dictionary of Real Estate Appraisal, 7th Edition, published by The Appraisal Institute.

Definition of Market Value

The highest price for which property can be sold in the open market by a willing seller to a willing purchaser, neither acting under compulsion and both exercising reasonable judgment. (The source of this definition is the North Dakota Century Code 24-01-01.1).

Offer to Accompany the Appraisers

Each property owner or their representative must be offered the opportunity to accompany the appraiser during an inspection of the property to be appraised. Duane Brekke accompanied the appraisers during the inspection.

Date of Inspection

Both appraisers inspected the subject property on *November 1, 2024,* and Appraiser Teri Scherr also inspected the property on *November 22, 2024*.

Date of Valuation

The effective date of the appraisal was *November 22, 2024.*

Date of the Report

The date of this appraisal report was *February 20, 2025.*

History of the Property and Current Ownership

The analysis includes reviewing any prior sales of the subject property within five years preceding the effective valuation date and any current agreements of sale, purchase options, or property listings, if applicable.

The subject property, located at 1310 E Burdick Expy and vacant lots, was initially listed for sale on May 13, 2020, with an asking price of $980,000. The property remained on the market for 571 days before being re-listed at the same price on April 4, 2024, 134 days before being withdrawn. Given the extended market exposure and the inclusion of an additional lot not part of the subject larger parcel, it is evident that the larger parcel is worth less than $980,000.

According to the listing agent, Duane Peterson, there was one contract on the property for an undisclosed amount, but the deal fell through. Mr. Peterson noted that while the property generated interest, it ultimately did not sell.

Duane Brekke owns the property, which is currently a rental property leased to multiple tenants. These leases are detailed in this appraisal report's Income Capitalization Approach section.

Personal Property

This appraisal is for real estate only and excludes personal property. Heating, ventilation, and air conditioning, permanently affixed, were considered part of the real estate. Any movable items (not permanently affixed) like a refrigerator, desks, and chairs were considered personal property and not part of this appraisal.

Summary of Work to Develop this Appraisal

The appraisal process began with requesting relevant information and documentation from the client and the property owner to ensure a comprehensive analysis.

On November 1, 2024 and November 22, 2024, an on-site inspection was conducted to assess the condition and quality of the subject property's improvements. This included a thorough evaluation of the building's interiors and exteriors, along with measurements to verify the dimensions and size of the structures. Justin Redding of CDM Smith attended the inspection on 11/1/2024, and Duane Brekke attended both inspections.

The surrounding neighborhood was then analyzed to assess its social, economic, governmental, and environmental characteristics. This involved delineating the neighborhood boundaries and examining maps to identify physical barriers, access points, and major improvements in the area. Flood classification maps from the Federal Emergency Management Agency (FEMA) and city zoning maps were reviewed to determine the flood zone and zoning classifications for the subject property and the neighborhood. Additional resources, such as highway maps, topographical maps, and aerial imagery, were utilized to understand better the market area, physical boundaries, and property linkages. Personal interviews with knowledgeable market participants were also conducted to gain deeper insights.

The valuation process entailed developing all applicable approaches to value. To understand typical market behavior, a thorough search was conducted to gather relevant market data, including recent sales and rental transactions. Sources of this data included the recorder's office, the assessor's office, the multiple listing service, property management companies, and interviews with real estate professionals and market participants.

Finally, the results of the valuation approaches were reconciled to form an opinion of the subject property's market value.

General Assumptions

No responsibility is assumed for the legal description or matters, including legal or title considerations. The title to the property is assumed to be good and marketable unless otherwise stated.

Unless otherwise stated, the property is appraised free and clear of any or all liens or encumbrances. All taxes are assumed to be current.

The property is appraised as though under responsible, adequately capitalized ownership and competent property management.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that no hidden or non-apparent conditions of the property, subsoil, or structures render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless non-conformity has been stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The availability of capacity and/or connection rights to any or all public utilities has not been determined by the appraiser(s). The value estimate reported herein is contingent upon and limited to said capacity and right of connection.

The appraisers are not aware of the presence of archeological findings within the subject or in adjacent properties. The physical inspection of the property did not reveal any evidence of such circumstances. However, the appraisers are not qualified to detect such artifacts and assume no responsibility. The value reported herein and the estimated construction and/or marketing time of the property are predicated on the assumption that the property is free from archeological materials.

Assignment Condition

The appraisers shall disregard any decrease or increase in the fair market value of the real property to be acquired before the date of valuation caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than due to physical deterioration within the reasonable control of the owner.

Extraordinary Assumption

The appraisers make no claims about mineral ownership, and no responsibilities are assumed. The fee simple market value reported herein includes subsurface oil, gas, and mineral rights, regardless of ownership, and was based on the extraordinary assumption that the subject property does not have any marketable subsurface oil, gas, or mineral rights. Any deviation from this extraordinary assumption could alter this appraisal.

Limiting Conditions

The appraiser(s) will not be required to give testimony or appear in court because they have made this appraisal concerning the property in question unless arrangements have been previously made.

Any cause of action resulting between the appraiser(s) and the client in conjunction with this appraisal, directly or indirectly, will be limited in damages to the amount of the appraisal fee received for the assignment. Furthermore, it is agreed that you will indemnify Jorge L. Pagan and Teri A. Scherr for any damages, costs, expenses, and attorney's fees resulting from any cause of action by any interested party other than the client concerning the appraisal report.

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the

written consent of the appraiser(s) and in any event only with properly written qualification and only in its entirety.

When an improvement is considered, the distribution of the total valuation between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The Bylaws and Regulations of the Appraisal Institute govern disclosure of the contents of this report. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser(s). Nor shall the appraiser(s), firm or professional organization of which the appraiser (s) is (are) a member be identified without prior written consent of the appraiser(s).

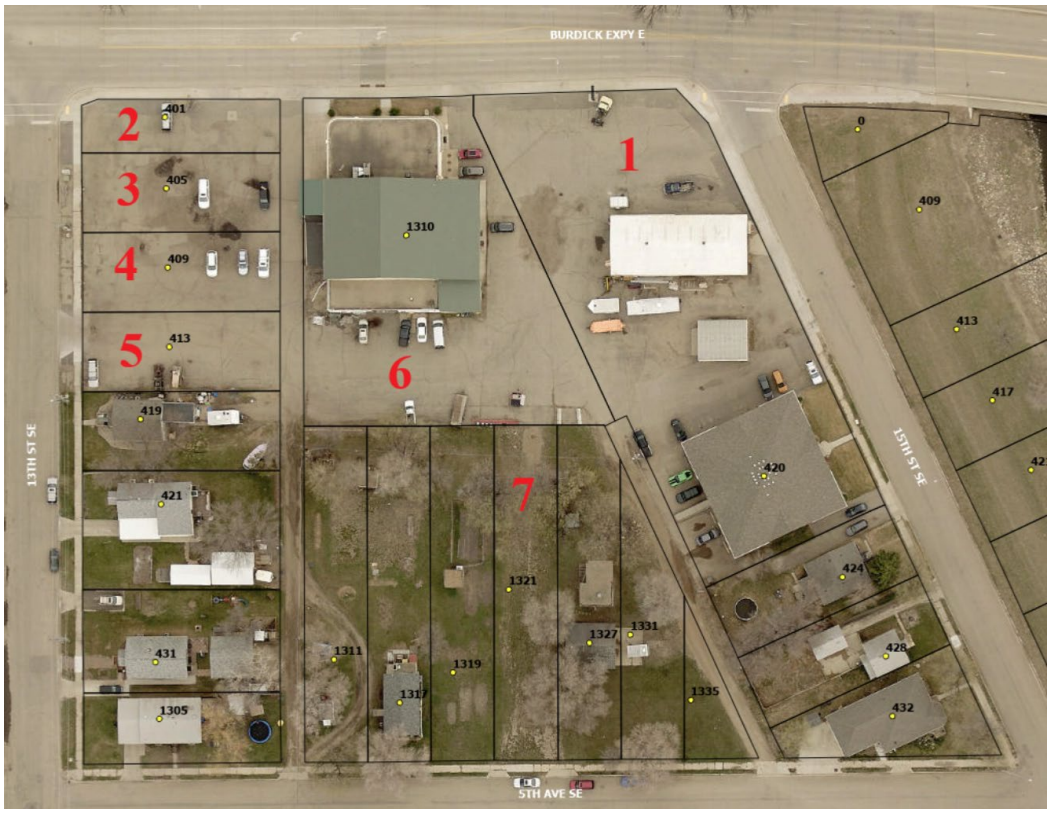
The physical condition of the improvements described herein is based on visual inspection only. No liability is assumed for the soundness of structural members, including roof (wear and leakage), foundation (settling or leakage), footings, exterior and interior walls, partitions, floors, or any other part of the structure since no engineering tests were made of same and no termite inspection was conducted. Furthermore, we accept no legal responsibility for the efficiency of the plumbing and electrical systems, the heating and air conditioning equipment, or any major appliances. Unless otherwise noted, all of these items appeared adequate and operational.

In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation or asbestos and/or the existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser(s) is (are) not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis of this property to determine whether or not it is or will be in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the ADA requirements in estimating the property's value.

LARGER PARCEL

The larger parcel is that tract of land that possesses unity of ownership and has the same, or an integrated, highest and best use, as defined by the *Uniform Appraisal Standards for Federal Land Acquisitions.* In addition to unity of ownership, unity of use and proximity help determine whether a property has an integrated use. Below is an analysis of these factors pertaining to the subject property at 1310 E Burdick Expy and the surrounding parcels.



Unity of Ownership

Duane Brekke owns all seven contiguous parcels identified in the exhibit above. Six parcels (1 through 6) were purchased together in 2009, while the seventh parcel (parcel 7) was acquired in 2011. The shared ownership of these parcels under a single individual satisfies the criterion of unity of ownership. However, unity of ownership alone does not define the larger parcel without considering unity of use and proximity.

Unity of Use

<u>Historical and Current Use of Parcels</u>
Unity of use is the most decisive factor in determining the larger parcel. Historically, parcels 1 through 6 operated as a car dealership until their acquisition in 2009. Following the purchase, parcel 1 (420 15th Street SE) was redeveloped into a 12-unit apartment building with associated shop space, creating a self-sufficient property independent of the surrounding parcels.

The remaining parcels (2 through 7) have not been integrated into the operations of parcel 1. However, certain functional dependencies exist between parcels, specifically between parcels 6 and 1. Parcel 6 (1310 E Burdick Expy) relies partially on parcel 1 for parking along the east side and for signage. If parcel 6 were sold separately, this dependency would pose functional challenges:

- Suites 1, 2, 5, 6, 7, 8, 9, and Apartment 5A within parcel 6 rely on parking and driving area on parcel 1's west side. However, there is adequate parking on the property's west side (parcels 2 through 5), although it is less convenient.
- An independent sale of parcel 6 would likely necessitate the establishment of a signage easement if the new owner wished to retain the use of the sign for the tenants.

Parcel 7 and Differentiated Use

Parcel 7, improved with a residential structure before the 2011 flood, has residential properties on both sides. While parcel 7 was listed for sale together with parcels 2 through 6 on two occasions, it is considered to have a separate highest and best use. It is not essential to support the commercial improvements on parcel 6. As such, it is excluded from the larger parcel determination.

Proximity

The seven parcels share common boundaries, satisfying the requirement for physical connection. However, contiguity is the least significant factor in determining the larger parcel when unity of use is absent. For example, while parcel 1 has some operational overlap with parcel 6, selling them together is unlikely to be marketable or practical due to the distinct nature of their uses (apartment and commercial office).

Conclusion

After evaluating unity of ownership, unity of use, and proximity, it is concluded that the larger parcel consists of parcels 2 through 6. These parcels (1310 E Burdick Expy and four vacant lots improved with asphalt parking) exhibit an integrated highest and best use, with parcel 6 relying on the vacant lots for parking and access. Parcel 1 and parcel 7 are excluded from the larger parcel due to their distinct and separate uses.

MARKET ANALYSIS

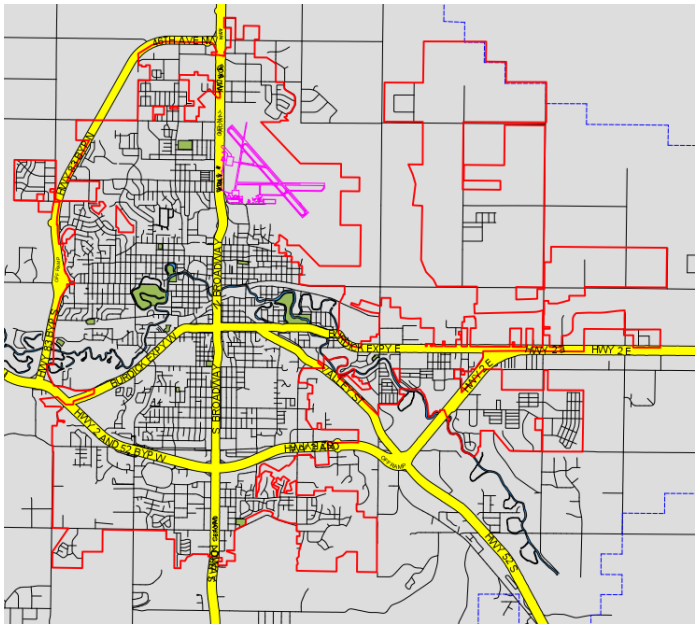
The Product

The larger parcel offers a strategic location with good frontage along E Burdick Expressway and accessibility from multiple points, making it well suited for commercial use. It encompasses 1.19 acres of land, zoned predominantly for commercial purposes, with favorable traffic volumes enhancing its visibility and potential. The existing improvements, including a multi-tenant office building with shop space, provide a mix of rentable units across three levels. However, the property demonstrates some functional obsolescence and deferred maintenance, including aging infrastructure, tenant compatibility considerations, and shared parking constraints.

While these aspects present opportunities for enhancement, the larger parcel's central location, access to utilities, and adaptability to zoning requirements highlight its value and redevelopment potential. Addressing these elements could further optimize the property's utility and ensure its continued success as a commercial asset.

Market Delineation

The City of Minot corporate boundaries delineate the market as outlined in red on the City of Minot GIS map below.



The City of Minot serves as a regional hub, shaped by key economic drivers such as its proximity to the Bakken oil fields, the presence of Minot Air Force Base, and its role as a commercial center for surrounding communities. These factors, coupled with historical events like the 2011 flood and fluctuations in the oil industry, have influenced Minot's housing market and overall real estate landscape.

Demand Analysis

Population Trends- Minot's population within a five-mile radius grew modestly from 53,082 in 2020 to 53,657 in 2024, reflecting an annual growth rate of 0.15%. CCIM's Site to do Business and ESRI project slower growth at 0.09% annually through 2029. These trends align with North Dakota's population growth, which had a 0.53% annual increase from 2020 to 2024 and is projected to slow to 0.47% annually through 2029. The city's demographic profile, attracted by workforce opportunities at the Air Force Base and the oil industry, supports ongoing housing demand, particularly for rental properties.

Taxable Sales and Purchases- The data below highlights a consistent upward trend in taxable sales and purchases across Minot, Ward County, and North Dakota, with Minot contributing significantly to this growth.

Taxable Sales and Purchases (Source: State Tax Commission)				
	2020 Annual	2021 Annual	2022 Annual	2023 Annual
Minot Sales and Purchases	$1,011,734,213	$1,104,453,457	$1,220,469,312	$1,332,395,437
Ward County Sales and Purchases	$1,055,967,944	$1,194,786,317	$1,346,873,087	$1,488,853,572
ND Sales and Purchases	$18,632,946,261	$20,363,050,337	$24,006,241,906	$26,824,415,516

Taxable sales and purchases in Minot steadily increased by 9.17% from 2022 to 2023. Similarly, Ward County and North Dakota had increases of 10.54% and 11.74%, respectively, during the same period. Minot is significant in regional economic activity, contributing substantially to county and state-level growth.

Unemployment Rate- The unemployment rate in Minot has consistently declined over the past four years, reflecting a strong recovery and economic growth. Minot's unemployment rate decreased from 5.7% in 2020 to 2.1% in 2023. This trend is in line with Ward County, where the unemployment rate also fell from 5.8% in 2020 to 2.1% in 2023, demonstrating that Minot closely mirrors the broader economic conditions of its county.

Unemployment Rate (Source: Bureau of Labor and Statistics)				
	2020 Annual	2021 Annual	2022 Annual	2023 Annual
Minot	5.7%	3.5%	2.3%	2.1%
Ward County	5.8%	3.5%	2.2%	2.1%
North Dakota	4.9%	3%	2%	1.9%
United States	8.1%	5.3%	3.6%	3.6%

Compared to North Dakota, Minot's unemployment rate has remained slightly higher but follows a similar downward trajectory, with the state's rate declining from 4.9% in 2020 to 1.9% in 2023. This indicates that while Minot aligns with statewide economic trends, there is still a slight lag in recovery compared to the state average.

At the national level, the unemployment rate in the United States declined from 8.1% in 2020 to 3.6% in 2023. Minot's unemployment rate has consistently remained well below the national average, highlighting the city's relatively robust labor market and economic resilience. This

comparative advantage reflects Minot's local economic strength and alignment with the strong performance of Ward County and North Dakota.

Income Trends- According to the CCIM's Site to do Business and ESRI, incomes are steadily growing in Minot's 5-mile radius.

esri
THE SCIENCE OF WHERE®

Executive Summary

165-269 1st Ave SW
165-269 1st Ave SW, Minot, North Dakota, 58701
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 48.23556
Longitude: -101.29621

	1 mile	3 miles	5 miles
Mortgage Income			
2024 Percent of Income for Mortgage	18.7%	19.8%	20.1%
Median Household Income			
2024 Median Household Income	$69,006	$77,620	$78,711
2029 Median Household Income	$76,761	$85,283	$87,091
2024-2029 Annual Rate	2.15%	1.90%	2.04%
Average Household Income			
2024 Average Household Income	$88,697	$102,086	$104,397
2029 Average Household Income	$100,111	$114,866	$117,804
2024-2029 Annual Rate	2.45%	2.39%	2.45%
Per Capita Income			
2024 Per Capita Income	$38,141	$44,467	$45,155
2029 Per Capita Income	$43,590	$50,656	$51,590
2024-2029 Annual Rate	2.71%	2.64%	2.70%
GINI Index			
2024 Gini Index	41.5	39.2	39.1

The 2024 median household income is $78,711, projected to reach $87,091 by 2029, with an annual growth rate of 2.04%. The average household income is $104,397 in 2024, increasing to $117,804 by 2029 (2.45% yearly growth). Starting at $45,155 in 2024, per capita income is expected to rise to $51,590 by 2029 (2.70% annual growth).

Households allocate about 20.1% of their income to mortgages, and the GINI Index for income inequality is 39.1, indicating a moderate balance. These trends suggest a stable and improving economic outlook for the area.

North Dakota's per capita income is $42,758 in 2024, growing annually at 2.76%, with Minot mirroring these trends due to its strong public sector and healthcare employment base. The Minot Air Force Base and oil industry continue to anchor the local economy, driving demand for workforce and executive housing.

Supply Analysis

The commercial real estate market in Minot, ND, is shaped by its strategic position as a regional trade hub, supported by Minot Air Force Base, energy production, and a diverse economic base. The City of Minot GIS shows that the retail sector is concentrated along South Broadway, 16th Street SW, Burdick Expressway, and US Highway 2, featuring national retailers, shopping centers, and mixed-use developments. This shift reflects a growing emphasis on multi-family housing options in response to Minot's evolving demographic and economic factors.

Commercial Lease Trends and Vacancy Rates- The commercial lease data from Minot, ND, highlights key trends in rental rates, demand, and market conditions. Lease rates vary significantly based on location, building condition, and amenities. Higher lease rates ($20+/SF) are seen in well-maintained properties with high visibility and modern features. In contrast, older buildings and larger spaces tend to have lower rents ($9-$13/SF), especially in industrial or shop-style properties.

Tenant preferences indicate moderate demand for functional office spaces with break rooms, reception areas, and private offices. Spaces offering shared amenities such as restrooms and parking are more attractive, while mixed-use buildings face leasing challenges due to tenant compatibility issues. Smaller spaces (under 1,000 SF) lease at higher rates per SF, whereas larger spaces (over 2,000 SF) tend to have lower rents but require longer lease commitments.

The average days on market (DOM) is 210 days (approximately seven months), with some properties sitting vacant for over a year. Older properties, unique layouts (such as mezzanine spaces or mixed-use configurations), and secondary locations experience longer leasing times, while modern, well-located spaces lease faster. Additionally, lease structures vary, with many properties operating under modified gross leases, where landlords cover some expenses while tenants handle utilities and maintenance costs.

Using a typical lease term of three years and an average time to lease of approximately seven months, the derived vacancy rate for Minot's commercial market is 19%. This reflects moderate vacancy levels, indicating that while properties take time to lease, they generally secure tenants within a reasonable timeframe. This rate suggests healthy market activity, but also emphasizes the importance of competitive pricing, modernized spaces, and strategic locations to minimize lease-up periods and attract tenants efficiently.

Overall, Minot's commercial market favors newer, functional office spaces in high-visibility areas, aligning with insights gathered from market participant interviews.

Listing Activity - The Multiple Listing Data for Minot, ND, highlights fluctuating sales activity, price growth, and shifting market conditions within the commercial sector. Over the analysis period, 86 sales were recorded, with properties spending an average of 210 days on the market before selling. The yearly breakdown of sales volume, average sale price, and days on market (DOM) is summarized below.

Year	Total # of sales	Average Sale Price	Avg. Days on Market
2020	15	$418,787	245
2021	23	$478,502	269
2022	22	$802,364	173
2023	10	$617,890	139
Jan-November 22, 2024	16	$762,500	226
Total	**86**		
Average		**$616,009**	**210**

Sales volume peaked in 2021 (23 sales) and 2022 (22 sales) before declining to 10 sales in 2023. This transaction decrease was accompanied by a drop in the average sale price from $802,364 in 2022 to $617,890 in 2023. As of January–November 22, 2024, sales increased to 16 transactions, with the average sale price rebounding to $762,500.

Market timing also varied, with 2021 recording the longest DOM at 269 days and 2022 with 173 days, aligning with peak sales activity. Despite lower sales volume in 2023, the DOM decreased to 139 days, indicating quicker transactions. In 2024, properties remained on the market for an average of 226 days, suggesting more extended negotiation periods. Over the five years, the average DOM was 210 days.

The highest average sale price was recorded in 2022 at $802,364, coinciding with one of the strongest years for sales volume (22 transactions). In contrast, 2023 experienced the lowest sales volume (10 transactions) and a price decline to $617,890, with properties selling in a shorter timeframe of 139 days. Data from 2024 (through November) indicate increased sales activity (16 transactions) and a higher average sale price ($762,500), while DOM has lengthened to 226 days. Over the entire period, the average sale price across all sales was $616,009, reflecting market stability despite year-over-year fluctuations.

Discussions with market participants support trends observed in the data, highlighting buyer preferences for newer commercial properties with predominantly main-floor space. It was noted that mezzanine levels and basements contribute little to overall property value, making them less attractive to buyers. Additionally, older commercial buildings present challenges in the sales process as demand shifts toward modern, functional spaces.

Feedback also indicates that mixed-use properties are more difficult to lease, likely due to varying tenant needs and compatibility challenges. Moreover, location remains a primary factor in commercial real estate, significantly influencing property desirability, lease ability, and overall market performance. These insights align with sales activity trends, as higher-value properties in 2022 moved faster, while 2023 had slower sales activity despite shorter DOM. The increase in DOM in 2024 suggests buyers are becoming more selective, reinforcing the importance of property condition, design efficiency, and location in commercial real estate transactions.

Building Permits-Building permit data for Minot offers additional insights into construction activity and market trends. The table below outlines the building permit data for the City of Minot from 2020 through 2024 and highlights trends in construction activity, providing insights into the volume and value of projects.

Building Permits (Source: City of Minot)					
	2020	2021	2022	2023	2024
Building Permits	474	452	373	357	392
Value ($)	$49,355,446	$246,870,839	$178,701,343	$136,606,876	$61,717,089

From 2020 to 2023, the number of building permits issued in Minot showed a downward trend, decreasing from 474 permits in 2020 to 357 in 2023. However, by 2024, permits increased slightly to 392. Despite this modest rebound, the total value of building permits fell sharply, peaking at $246.9 million in 2021 before declining to $61.7 million in 2024. This decrease reflects shifting from large-scale, high-value projects to smaller, less costly developments.

Given the commercial nature of the subject property, further analysis was conducted on new non-residential building permits, which provide a clearer perspective on commercial construction trends.

Building Permits for New Non-residential Buildings				
	2021	2022	2023	2024
Building Permits	43	35	28	30
Value ($)	$191,717,338	$79,735,443	$92,787,880	$21,347,482

Over the past four years, a few large-scale projects have significantly influenced the value of building permits for non-residential buildings. In 2021, a single permit valued at approximately $172 million was issued for a new hospital. In 2022, three permits totaling about $57 million were issued for public works and utility projects. Similarly, in 2023, two permits for a new school totaled $73 million. These high-value projects significantly inflated yearly totals.

Excluding these large institutional projects, commercial building permit values have remained relatively consistent, reflecting steady but cautious investment in the sector. The data suggests a focus on smaller-scale commercial developments rather than large corporate or institutional projects, aligning with broader market trends in Minot's commercial real estate sector.

Minot's commercial construction market continues to see steady activity, with a shift toward more targeted, smaller-scale developments. This trend reflects evolving market demands and a focus on localized investment, adapting to economic conditions and growth patterns within the city.

Conclusion

Minot's commercial real estate market remains stable, driven by economic growth, increasing taxable sales, and a strong labor market. The subject property benefits from a well-positioned location along E Burdick Expressway, offering good visibility and accessibility, key factors in commercial site selection. However, functional obsolescence, aging infrastructure, and shared parking constraints affect its overall market competitiveness.

With a 19% vacancy rate and an average lease-up period of 210 days, the subject property's multi-tenant structure aligns with local leasing trends. Market data reflects a shift toward smaller, targeted commercial projects, emphasizing efficient space utilization and market-driven development as key priorities in the progressing commercial sector.

As Minot's commercial market continues to adjust to economic conditions, tenant demands, and infrastructure investments, properties with strong visibility, accessibility, and market-aligned configurations remain integral to sustaining commercial activity and investment within the city.

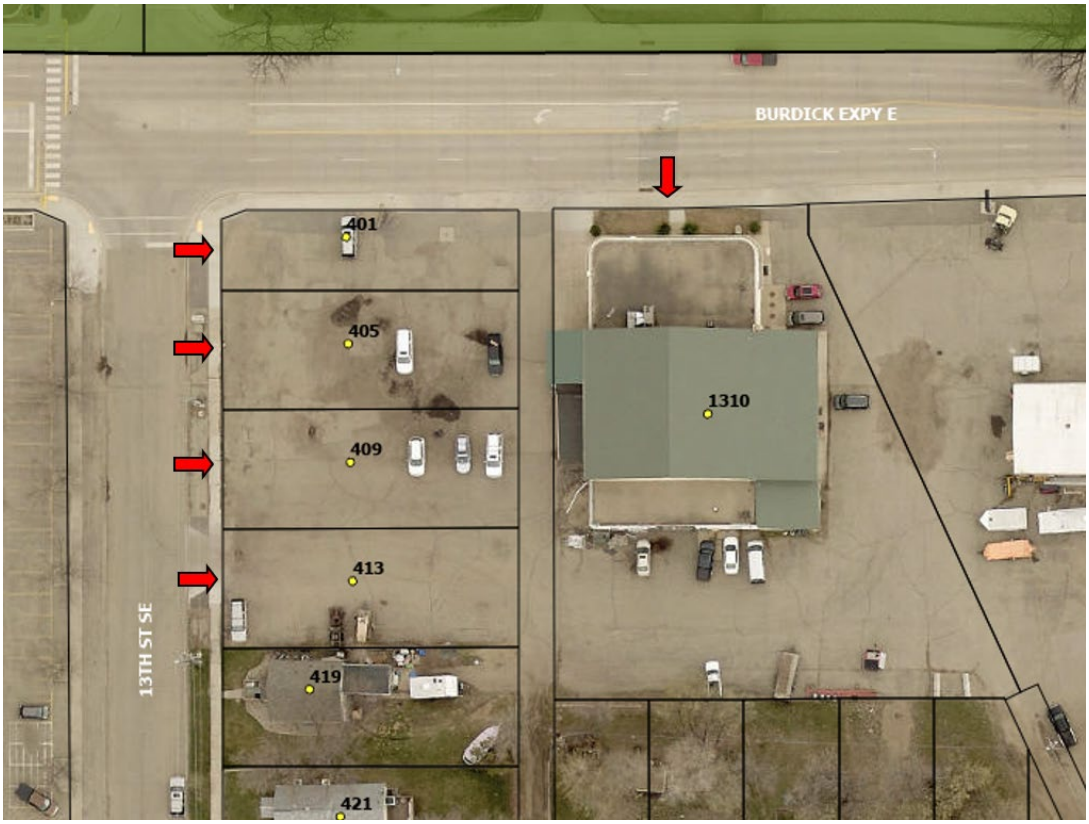
DESCRIPTION OF THE LARGER PARCEL

Site Description

Location and Accessibility - The larger parcel comprises five tax parcels at the corner of E Burdick Expressway and 13th Street SE in Minot, North Dakota. It is accessible from E Burdick Expressway to the north, 13th Street SE to the west, and an alley running through the site. The site benefits from excellent frontage and visibility along Burdick Expressway, a primary commercial thoroughfare, and is situated in a transitional area between commercial and residential zones.

The 2020 NDDOT Traffic Volume Map indicates that traffic volume near the site ranges from 6,190 to 7,610 vehicles per day, enhancing its potential for commercial use. The five tax parcels comprising the larger parcel are detailed in the table and exhibits below.

Address	Parcel Id	Site Size	Legal Description
1310 E Burdick Expy	MI19.213.000.1240	29,049	Lenox Park Addition Lots 123 & 124, plus ½ vacant alley on south and east
401 13th Street SE	MI19.213.000.1250	4,230	Lenox Park Addition Lot 125
405 13th Street SE	MI19.213.000.1260	6,250	Lenox Park Addition Lot 126
409 13th Street SE	MI19.213.000.1270	6,250	Lenox Park Addition Lot 127
413 13th Street SE	MI19.213.000.1280	6,250	Lenox Park Addition Lot 128
Total		**52,029 sf**	



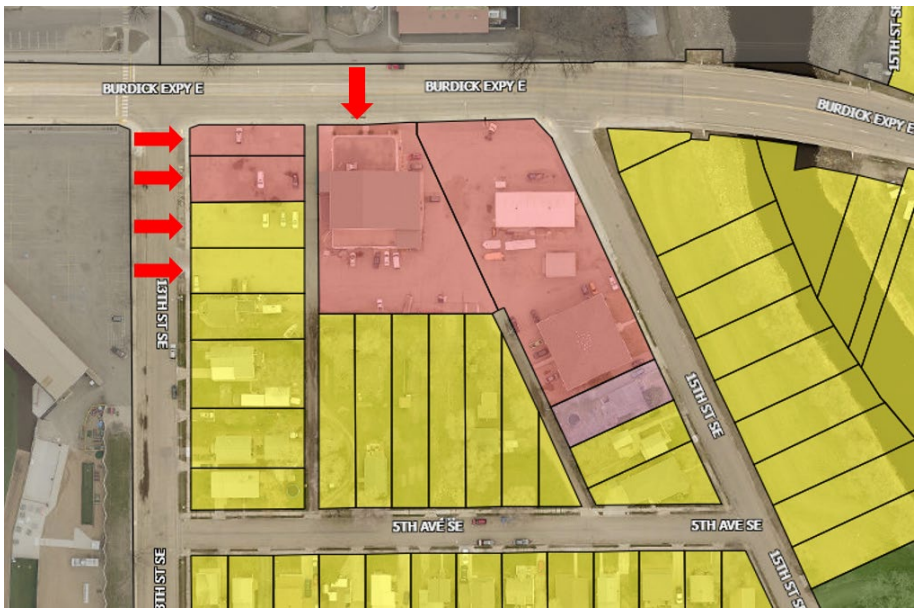
Source: City of Minot GIS Overhead View

Size, Dimensions, and Configuration - The larger parcel has 52,029 square feet (approximately 1.19 acres). The site has an irregular shape and is bisected by an alley.

Source: Partial Plat of Lenox Park Addition

Topography and Subsoil - The larger parcel's topography is level and at street grade. The appraisers have not reviewed or known of any subsoil studies prepared for the site. This appraisal report assumes no abnormal subsoil conditions, and the land is adaptable to normal use without significant expenditures.

Zoning Classification and Requirements - The larger parcel includes three tax parcels zoned C2 (General Commercial District) and two zoned R1 (Single-Family Residential District). The two R1 parcels are currently used as paved parking, and the City Planning Department confirmed their continued use as commercial parking is permissible. If redeveloped, rezoning to commercial is expected to be feasible based on current use. As a result, they were analyzed as commercial.



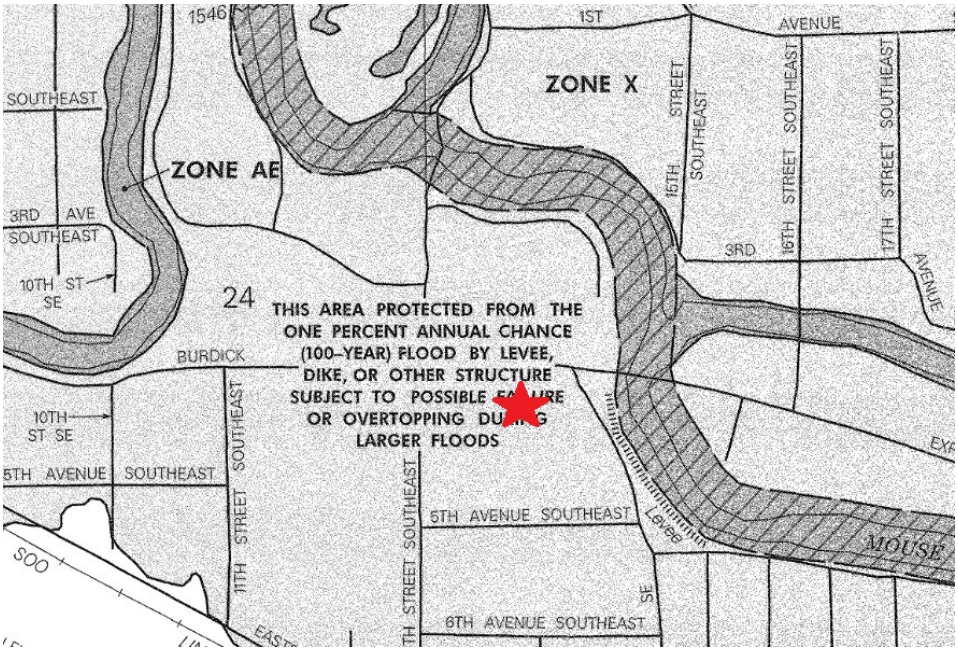
Source: City of Minot Zoning App (Pink – C2, Yellow – R1)

The table below summarizes the C2 zoning requirements and the compliance status for each. Although two tax parcels within the larger parcel are zoned R1, their use for commercial parking is legally non-conforming. Should these parcels be redeveloped for residential purposes, they must comply with R1 zoning ordinances.

Item	C2 Zoning Regulation	Larger Parcel	Compliance or Non-Compliance
Uses Permitted	Commercial	Office and Shop	Compliance
Height Regulations	60 feet	Less than 30 feet	Compliance
Maximum Coverage	None	Less than 25%	Compliance
Front Setback	25 feet, 40 feet on arterial/collector street	Approx. 11 feet	Non-Compliance
Side Setback (interior)	0 feet, 15 feet abutting residential district	Exceeds	Compliance
Side Setback (corner)	25 feet	Exceeds	Compliance
Rear Setback	0 feet, 25 feet abutting residential district	Exceeds	Compliance
Parking Setback	10 feet from a public street	Exceeds	Compliance
Parking Space (office)	3 spaces per 1,000 SF	Exceeds	Compliance
Parking Space (warehousing)	0.75 spaces per employee per peak shift	Exceeds	Compliance
Lot Area	10,000 SF	Exceeds	Compliance
Front Width	100 feet or more	Exceeds	Compliance

The larger parcel meets all commercial zoning requirements except for the front setback, which is considered a legal non-conformance.

Flood Classification - As per FEMA Map 38101C0782D, effective 01/19/2000, the larger parcel is classified as Zone X (shaded). Please note that the flood classification might change once the new flood map is revised, as FEMA will have more strict requirements. The larger parcel flooded in 2011.



Source: FEMA Flood Map Service Center

Utilities—The subject has access to all typical utilities necessary to support commercial use, and drainage appears to be adequate.

Environmental Considerations and Potential Hazards - No environmental impact studies were conducted in conjunction with this appraisal. The value opinion could be affected by subsequent studies or governmental actions. The appraisers assume the property is free from contamination or significant environmental liabilities.

Easements, Encroachments, Condemnations - No adverse easements, encroachments, or condemnation issues were observed or assumed. The appraisal assumes the property is free from such limitations.

Improvements Description

The subject property is improved with a multi-tenant commercial office building featuring shop space. Originally constructed in 1948, an office addition was added in 2010. The structure offers approximately 12,040 square feet of above-grade space, supplemented by 2,865 square feet of mezzanine space and 9,240 square feet of basement garage area.

While building plans were requested from both the client and the property owner, none were provided to the appraisers. Additionally, the assessor's records do not reflect the precise area of the improvements, as they are missing certain areas, including the mezzanine. The appraisers performed a tape measure during the inspection of the subject property to the best of their ability. However, due to the property having undergone multiple modifications - some with irregular angles - and considering that the appraisers are not licensed surveyors, the building areas used in this appraisal report are an estimate. The appraisers have assumed the approximated building areas to be accurate based on available information. Should subsequent measurements by a qualified professional be provided, the appraisers reserve the right to revise the appraisal report accordingly.

The building is configured into multiple tenant spaces, resulting in some functional obsolescence. It is classified as Class “D” construction, characterized by wood framing, EIFS siding, a metal roof, and some brick detailing in the rear shop area. The windows are vinyl double-pane, and the building utilizes a combination of hot water heat and wall-mounted heating and cooling units.

The site includes four vacant lots separated by an alley, which serves as parking for the building. The asphalt parking lot is in fair to poor condition with significant cracking and raveling. Concrete walkways provide access to the building entrances, and a small, landscaped area is in front of the structure.

Main Floor

The main floor is 10,600 square feet and is divided into nine rentable units with common areas. Each unit varies in layout, finishes, and accesses:

- **Suite 1**: A single open room with carpet flooring, fluorescent lighting, and a wall heating and cooling unit. It is accessible via a glass door on the east side of the property and through an interior door to the common area.

- **Suite 2**: It is divided into two rooms, with an open area at the front and a private office at the back. Flooring is a combination of tile, laminate, and carpet. It features fluorescent

lighting and a wall heating and cooling unit. This suite is accessible by a glass door on the east side of the property and through an interior door to the common area.

- **Suite 3**: Configured as a salon, this unit includes a retail area with a front desk, hair styling stations, a hair washing station, and a half bathroom. The flooring is a mix of laminate and carpet, and the unit has fluorescent lighting and a wall heating and cooling unit. It is accessible via a glass door on the east side of the property.

- **Suite 8**: This suite has ample open office space with a reception area, private bathroom, large back office, breakroom, and mechanical room. The floors are tile, laminate, and carpet. The main area features a drop ceiling, and the unit has hot water heat.

- **M&M (Main & Upper Floor)**: This unit includes an entryway with a closet and ample office space with a small kitchenette. It also has an upper-level component comprising a large conference room. Both floors have wall heating and cooling units, carpet flooring, and fluorescent lighting.

- **Suite Z**: A small private office with carpet flooring, fluorescent lighting, and a wall heating unit. It is accessed through the interior common area.

- **Automated**: This is a main-floor office space located near the ramp leading to the basement garage. It has carpet flooring and fluorescent lighting and is accessible through the common area.

- **Front Office**: The unit features a large reception area with a built-in desk, five private offices (three with wet bars), a kitchenette, and a half bath. One office has a private entrance from the north side. The flooring includes carpet and laminate, and there is a drop ceiling. Signs of deferred maintenance include water damage in one office, peeling paint near the wall heating/cooling unit, and exposed wood near the same unit.

- **Shop**: The shop space is at the back of the building, with two overhead doors leading to the outside and one overhead door dividing the shop spaces. It has concrete flooring, floor drains, web joist/steel built-up ceiling framing, fluorescent lighting, hot and cold water, and electricity. The shop's walls are brick on the exterior and steel/wood on the interior, with two hanging space heaters.

The main floor also includes common areas such as restrooms, hallways, and open spaces near the basement garage ramp.

<u>Upper Level</u>
The upper level consists of 1,440 square feet of addition space constructed in 2010 and 2,865 square feet of mezzanine space, totaling 4,305 square feet.

- 2010 Addition (1,440 SF): Includes Suites 5, 6, and part of Suite 7, along with a bathroom and some common area.
- Mezzanine Space (2,865 SF): Includes Suite 9, part of Suite 7, Apartment 5A, Owner's Office, the upper-level portion of the M&M space (conference room), and common area.

The mezzanine-level rental spaces do not have windows leading outside. However, the mezzanine part of Suite 7 and the owner's office each have a window overlooking the shop space. City assessing records do not account for any of the mezzanine square footage.

- **Suite 5**: A single office space with carpet flooring, fluorescent lighting, and a wall heating and cooling unit. Functional obsolescence is noted due to fluorescent lights extending partially into the hallway.

- **Suite 6**: A single office space with carpet flooring, fluorescent lighting, and a wall heating and cooling unit.

- **Suite 7**: A finished office space with two rooms, carpet flooring, two wall heating and cooling units, and fluorescent lighting.

- **Suite 9**: A single office space without windows. It features carpet flooring, fluorescent lighting, and a wall heating and cooling unit.

- **Apartment 5A**: This residential unit has no private bedroom or windows. It includes a living room, open bedroom area, kitchen (with refrigerator, oven/range, and hood), full bathroom, and mechanical room. The flooring is a mix of carpet and laminate, with fluorescent lighting and a wall heating and cooling unit. This unit is accessed through a common area shared with commercial office spaces, creating functional obsolescence. Converting this space into a breakroom for single-office tenants could address some tenant compatibility concerns.

- **Owner's Office**: The owner occupies a single office space with carpet flooring, fluorescent lighting, and a window overlooking the shop. A low-hanging pipe in the hallway partly restricts access, making it functionally obsolete.

The common area includes a bathroom, hallways, staircases, and an unfinished space between the apartment and the owner's office.

Basement Garage

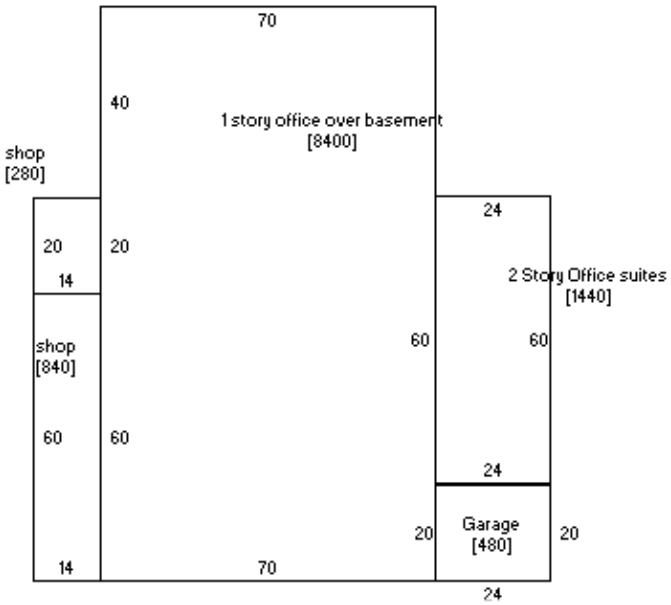
The basement garage is 9,240 square feet and includes 14 rentable stalls (approximately 330 square feet each). It is accessible by a concrete ramp and features concrete block walls, a concrete frame ceiling, and concrete posts. Signs of deferred maintenance are present, including damage from flooding in 2011.

Square Footage Breakdown

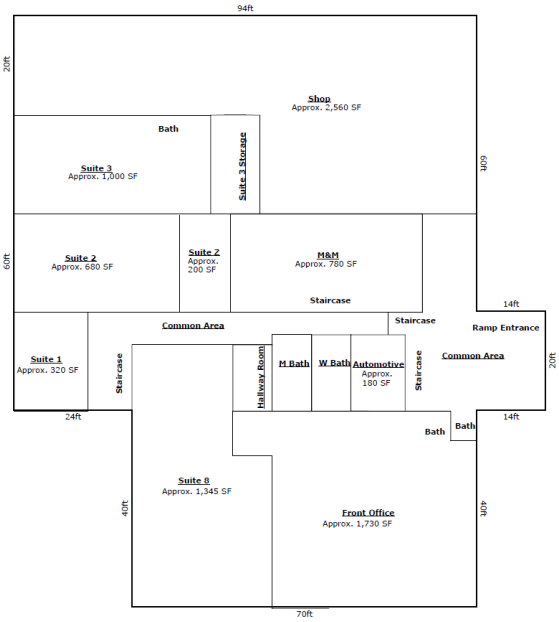
Main Floor	**Sq. ft.**	**Upper Level**	**Sq. ft.**
Suite 1	320	Suite 5	350
Suite 2	680	Suite 6	315
Suite 3	1,000	Suite 7	1,000
Suite 8	1,345	Suite 9	361
M&M	780	M&M (Upper Level)	400
Suite Z	200	Apartment 5A	900
Automated	180	Owner's Office	225
Front Office	1,730	Common Area	754
Shop	2,560	**Total Upper-Level Area**	**4,305**
Common Area	1,805		
Total Main Floor Area	**10,600**	**Basement Garage**	**9,240**

Note: There is no Suite 4

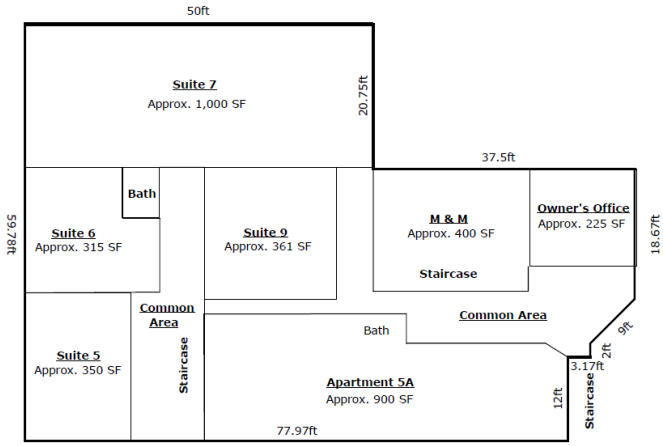
Building Sketches



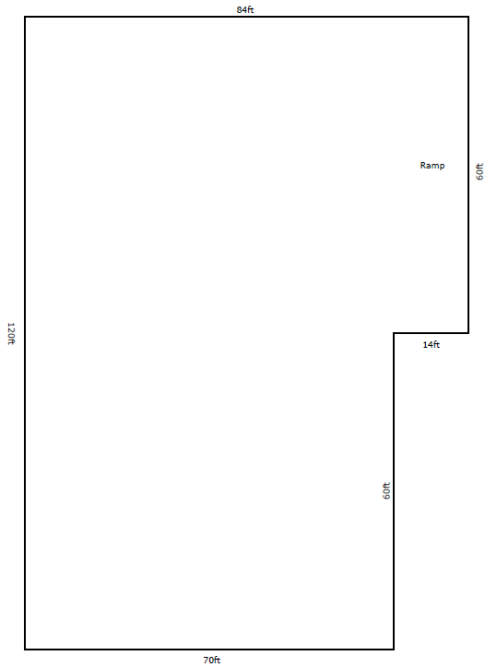
Source: City Assessing Building Sketch



Main Floor Layout
(For reference only, not to scale)



Upper Floor Layout
(For reference only, not to scale)



Basement Garage Layout
(For reference only, not to scale)

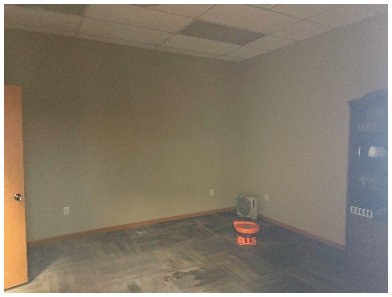
Parking and Access Issues

The current property boundary on the east side lacks sufficient space for both parking and driving. Tenants rely on adjacent land to the east owned by the same property owner for parking and access. If sold separately, this shared parking arrangement would pose significant challenges, particularly for tenants occupying Suites 1, 2, 8, and the upper-level spaces. However, west-side parking is available but less convenient than the east-side spaces.

Deferred Maintenance and Functional Obsolescence

The property exhibits deferred maintenance and obsolescence, including:

- Buckling floors, peeling paint, water damage, and exposed insulation.
- Inefficient layout with excessive common areas.
- Lack of windows in multiple suites and shared access between Apartment 5A and commercial spaces.
- Security concerns in the shop space and basement garage stalls due to being open to common areas.
- Parking and access constraints on the east side.



Examples of Deferred Maintenance and Functional Obsolescence

Conclusion

The larger parcel offers a strategic location with frontage along E Burdick Expressway and accessibility from multiple points, making it well suited for commercial use. While it includes a mix of rentable units and shop space, deferred maintenance and functional obsolescence diminish its current appeal. Addressing these issues, particularly tenant compatibility and shared parking constraints, could unlock redevelopment potential and enhance its value as a commercial asset.

TAXES AND ASSESSMENT ANALYSIS

On February 1st of each year, the assessing division values all taxable property and adjusts it to reflect changes in real estate market conditions.

As defined under the North Dakota Century Code, Market value or true and full value of a property is determined by the price most people would pay for it in its present condition. The market or true and full value is multiplied according to the state's prescribed formula of 50% to obtain the assessed value. The taxable value is determined by multiplying the assessed value by 9% for residential properties of up to three units or 10% for all other property classes. Then, taxable value is multiplied by the prevailing mill rate to determine the annual property tax.

Subject Parcel ID	MI19.213.000.1240	MI19.213.000.1250	MI19.213.000.1260	MI19.213.000.1270	MI19.213.000.1280
Market or True & Full Value	$837,000	$21,000	$30,000	$30,000	$30,000
x 50%	50%	50%	50%	50%	50%
Assessed Value	$418,500	$10,500	$15,000	$15,000	$15,000
x 9% residential or 10% others	10%	10%	10%	10%	10%
Taxable value of property	$41,850	$1,050	$1,500	$1,500	$1,500
x 2024 Mill Levy	0.34176	0.34176	0.34176	0.34176	0.34176
Annual Tax	$14,302.66	$358.85	$512.64	$512.64	$512.64
- 5% Discount	$715.13	$17.94	$25.63	$25.63	$25.63
Total Property Tax After Discount	$13,587.53	$340.91	$487.01	$487.01	$487.01

This appraisal was prepared assuming that the subject property is free and clear of any or all liens or encumbrances, including taxes.

A 5% discount is given on property tax if paid (or postmarked) on or before February 15th of each year. Since this appraisal was based on the assumption that the subject property is capitalized adequately and managed competently, a deduction of 5% for prompt payment was deducted from the annual property tax for each parcel, as shown in the table above for a total tax after discount of 15,839.

SUBJECT PROPERTY PHOTOS

Front View

Street Scene

Street Scene

Side View

Rear View

Rear Site Area

Rear Site Area

Side View

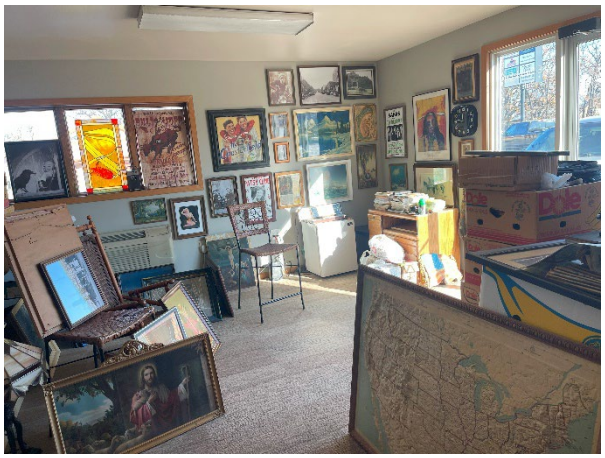
Alley & Parking Lot

Parking Lot

Parking Lot

Parking Lot

Parking Lot



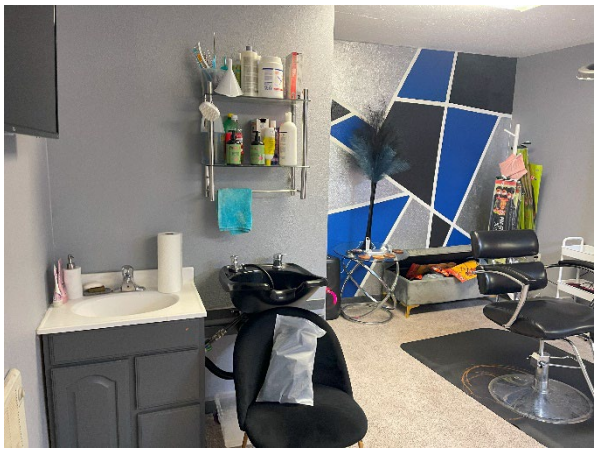
Suite 1

Suite 2

Suite 2

Suite 2

Suite 3



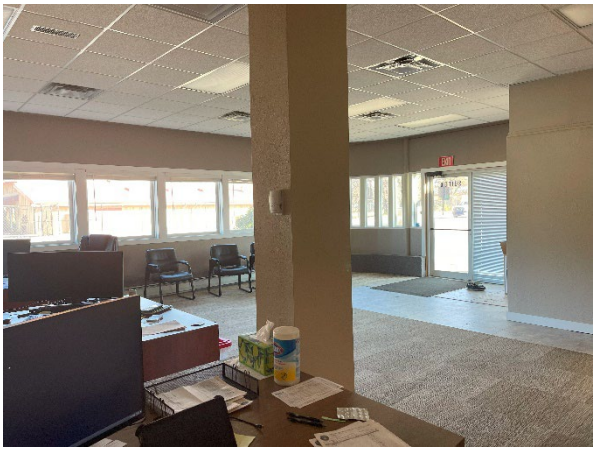
Suite 3

Suite 3 Batrhoom

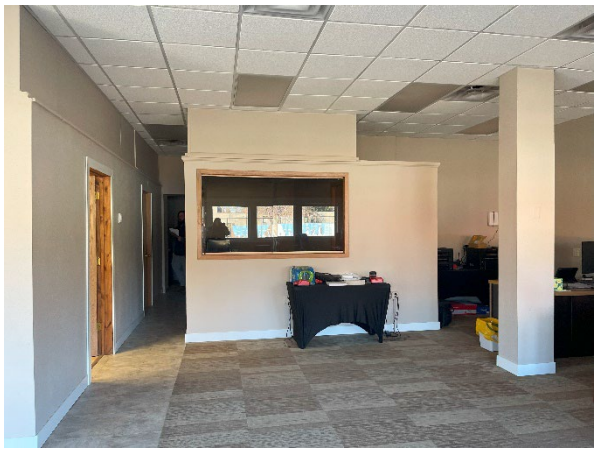
Suite 8

Suite 8

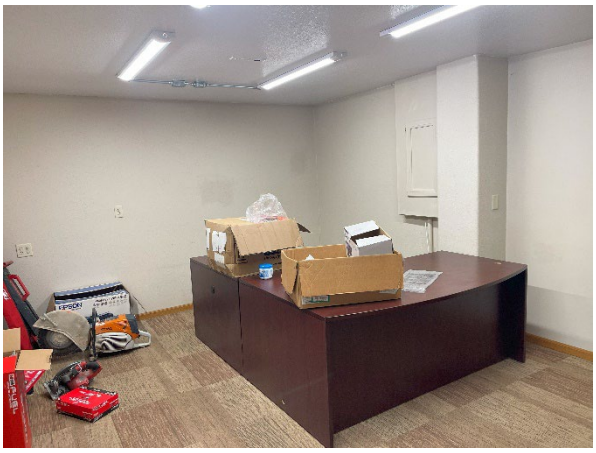
Suite 8



Suite 8

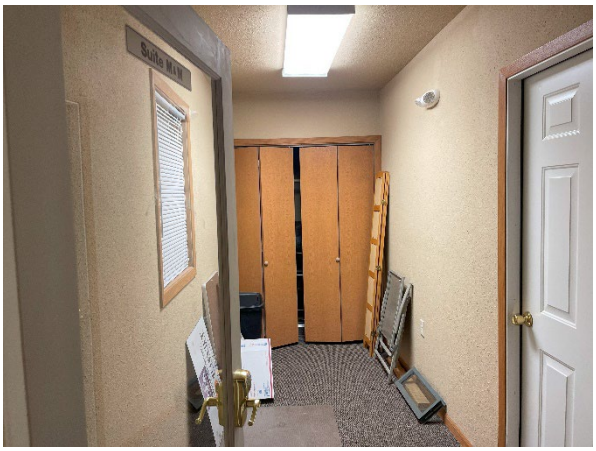


Suite 8

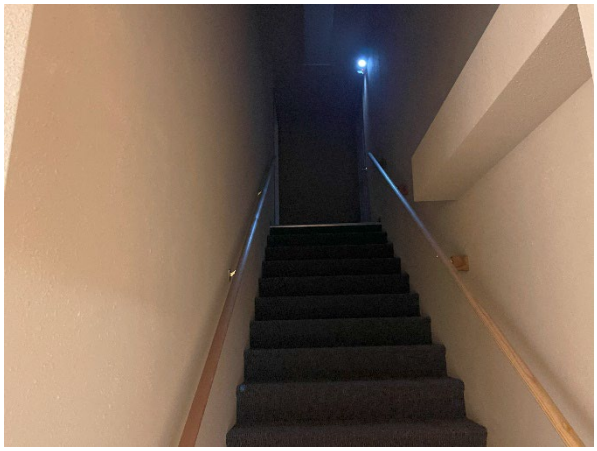


Suite 8

Suite 8 Bathroom



M&M Suite



M&M Suite

M&M Suite

M&M Suite

M&M Suite

M&M Suite

M&M Suite

Suite Z

Automated

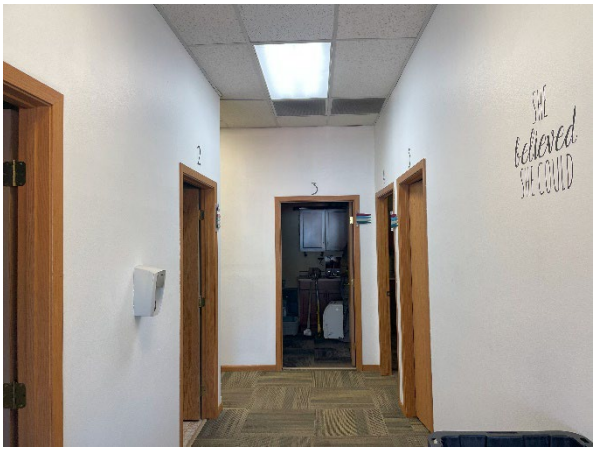
Front Office

Front Office

Front Office

Front Office

Front Office Bathroom



Front Office

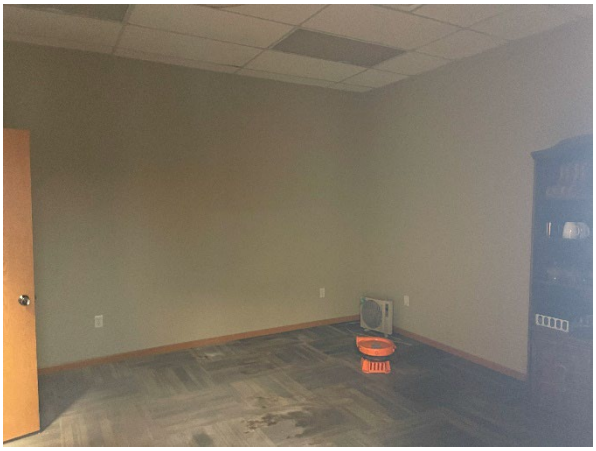
Front Office

Front Office

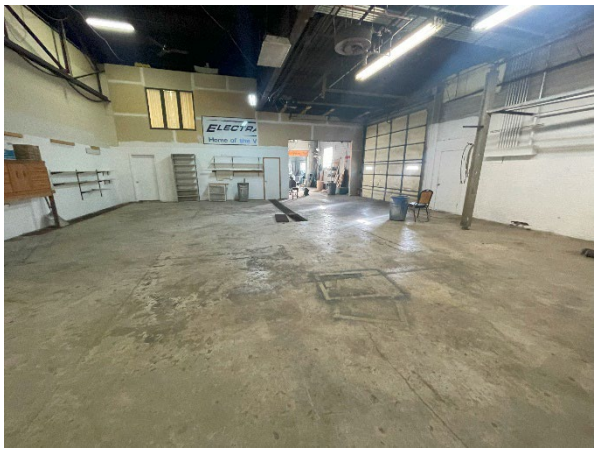
Front Office

Front Office

Front Office

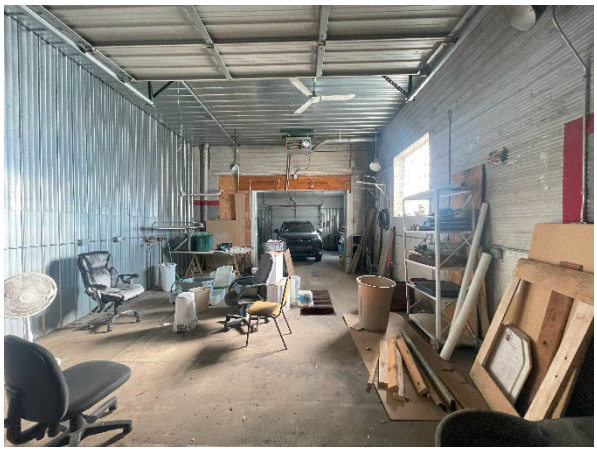


Front Office



Shop

Shop



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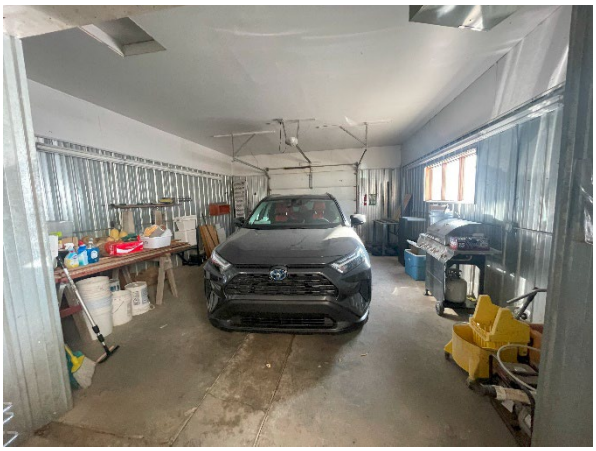

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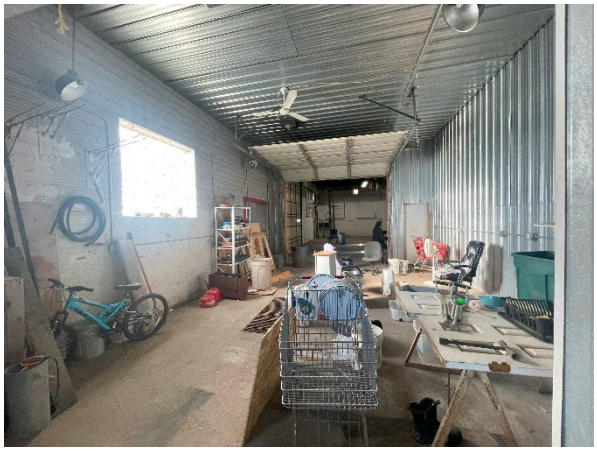


Shop

Shop

Suite 5

Suite 6

Suite 7

Suite 7

Suite 9

Apartment 5A

Apartment 5A

Apartment 5A

Apartment 5A

Apartment 5A

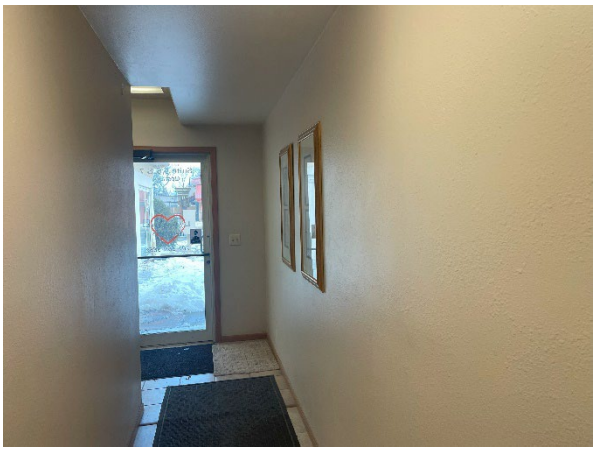
Owner's Office

Owner's Office

Owner's Office Entrance

Common Area

Common Area

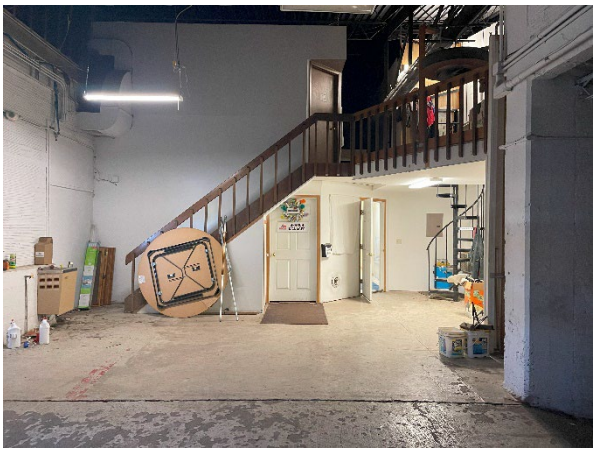


Common Area

Common Area – Women's Restroom

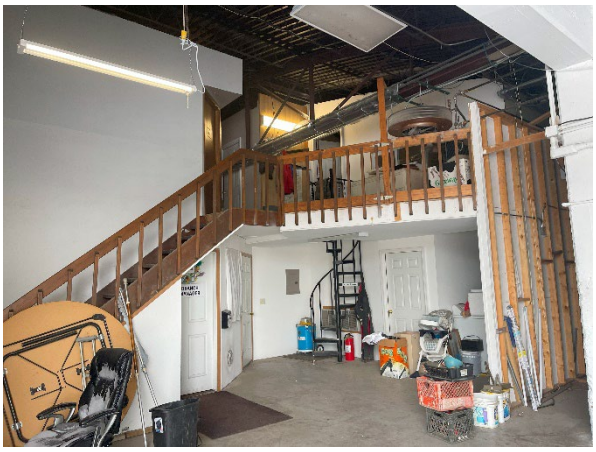
Common Area – Men's Restroom

Common Area – Ramp Entrance



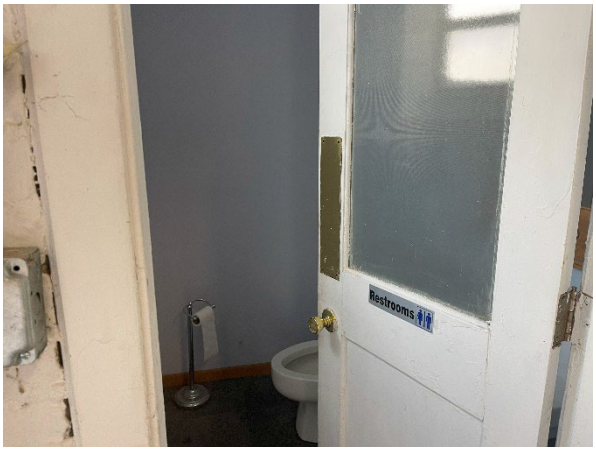
Common Area

Common Area



Common Area

Common Area – Bathroom near ramp



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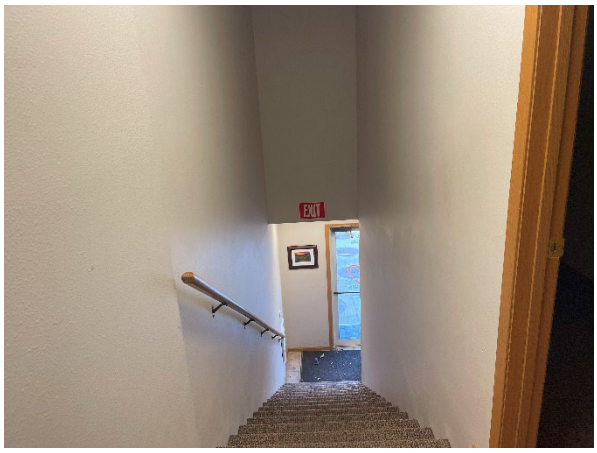

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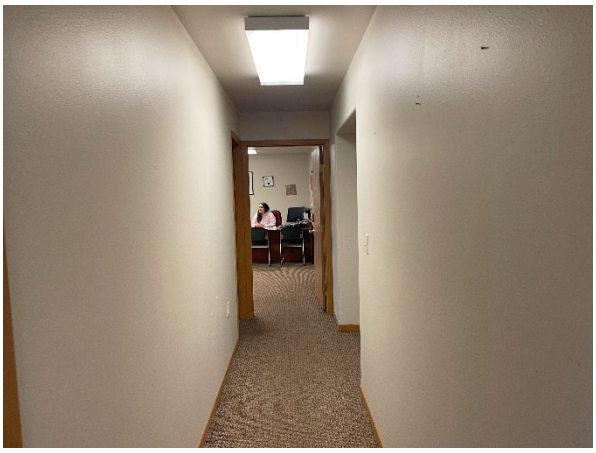


Common Area

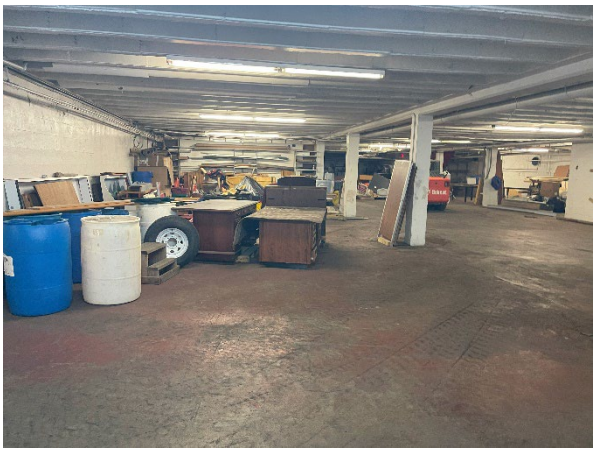
Common Area

Common Area

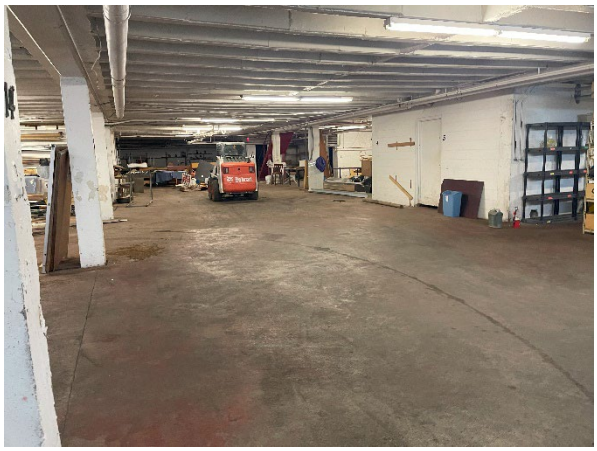
Common Area

Common Area

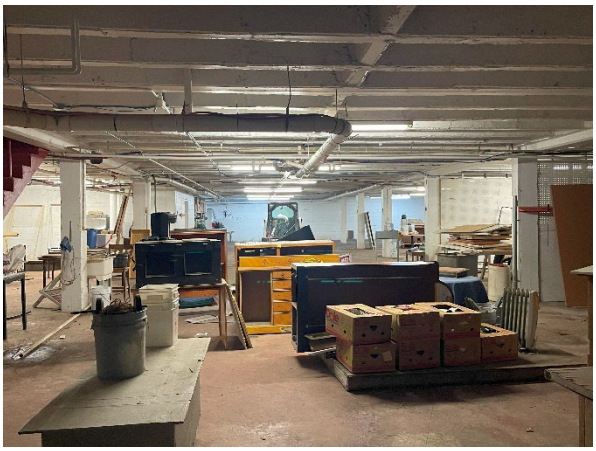
Ramp to Basement Garage



Basement Garage



Basement Garage



Basement Garage

Basement Garage

Basement Garage

HIGHEST AND BEST USE

Highest and Best Use is defined as the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. This definition was obtained from The Dictionary of Real Estate Appraisal, 7th Edition, published by The Appraisal Institute.

Highest and best use studies market forces and how they affect the property. Finding the highest and best use is important in the appraisal process, because the use selected for the subject property will be the basis for selecting the comparable sales chosen for the research.

Two highest and best use analyses must be performed: one assuming the subject site as though vacant and the second analysis for the subject as improved.

Highest and Best Use of Parcel "As if Vacant"

Legally Permissible Uses
The subject property includes five tax parcels: three zoned C2 (General Commercial District) and two zoned R1 (Single-Family Residential District). The R1 parcels are currently used as commercial parking, a legal non-conforming use. Rezoning the R1 parcels to commercial is expected to be feasible due to their established use and location in a transitional area. However, if redeveloped for residential purposes, they must comply with R1 zoning ordinances.

Permitted uses under C2 zoning include:

- By-Right Uses: Dog grooming/daycare, pet boarding facilities, civic uses, medical facilities, commercial recreation, food and drink establishments, motor vehicle uses, offices, retail sales and services, and mixed-use vertical buildings.

- Conditional Uses: Veterinary clinics (small animals), campgrounds, educational facilities, truck stops, funeral homes, and general industry uses.

No negative easements, moratoriums, historic district controls, or environmental regulations appear to constrain development. The zoning supports a variety of potential uses, catering to commercial, institutional, and mixed-use developments.

Physically Possible Use
The site spans 52,029 square feet (1.19 acres) and is bisected by an alley, which reduces the developable area but allows for access and flexible configurations. The property has level topography, urban utility access, and excellent visibility along E Burdick Expressway, a major commercial corridor.

- Location: Positioned at the corner of E Burdick Expressway and 13th Street SE, the site benefits from exposure to high traffic volumes (6,190–7,610 vehicles daily) and proximity to transitional commercial-residential zones, enhancing its market appeal.

- Accessibility: The property's access to E Burdick Expressway, 13th Street SE, and the alley facilitates versatile site development.

- Site Characteristics: While the bisecting alley limits large-scale development, it supports smaller-scale commercial or mixed uses that align with market demand.

The site's location in an older commercial area and its proximity to transitional residential zones make it more suitable for small to medium-scale office or retail use than large-scale developments.

Financially Feasible Use
Market demand in the area supports neighborhood-serving commercial developments. The site's location near high-traffic corridors, residential neighborhoods, and recreational amenities (e.g., Minot Zoo and ballpark) makes it attractive for:

- Standalone office buildings.
- Retail shops.
- Service-oriented businesses such as cafes or salons.

Given the property's layout and zoning, separating the improved parcel from the four vacant lots and selling them individually may maximize financial returns. However, dividing the lots significantly reduces the scale of potential development and may limit the sites' utility if sold separately. While not the recommended option, separating the lots is not unheard of in the local market and could still appeal to small-scale developers seeking individual opportunities.

Maximally Productive Use
The highest and best use as vacant is:

1. Development of small-scale commercial uses tailored to neighborhood needs, leveraging the site's accessibility, zoning, and market demand.

2. Selling the improved lot separately from the vacant lots remains an option, but it may limit the property's overall development potential.

The most likely buyer is a local developer or investor seeking commercial rental income or development opportunities in a high-visibility area.

The Ideal Improvement
The ideal improvement for the parcel would consist of a single-use commercial development focused on neighborhood-serving tenants. Characteristics of the ideal improvement include:

- Use: Small-scale office spaces, professional services, or retail outlets catering to local needs (e.g., medical offices, specialty stores).

- Design: Modern, single-story or low-rise buildings with efficient layouts adaptable to multiple tenants.

- Construction Type: Cost-effective, durable materials with low maintenance requirements (e.g., masonry or wood-frame construction).

- Site Amenities: Adequate parking, signage, and landscaping to enhance visibility and tenant functionality.

Highest and Best Use as Vacant Conclusion
The highest and best use of the subject, as though vacant, is the development of one or two single-use commercial sites designed to serve the immediate neighborhood. While separating the four vacant lots and selling them individually is an option, it is not necessarily the preferred approach, as it could limit the scale and flexibility of potential developments. This use aligns with zoning allowances, physical attributes, and market demand, providing a financially feasible and maximally productive outcome.

Highest and Best Use Analysis "As Improved"

Legally Permissible & Physically Possible
The subject property is a legal non-conforming use under C2 zoning. It includes a multi-tenant commercial office building with shop space and a second-floor residential unit. The building offers approximately 12,040 square feet of above-grade space, supplemented by 2,865 square feet of mezzanine space and 9,240 square feet of basement garage area.

However, several factors impact functionality:

- Choppy layout and excessive common areas reduce tenant usability and profitability.

- Functional obsolescence in units like Suite Z, Suite 9, and Apartment 5A limits appeal to tenants.

- Deferred maintenance detracts from marketability, including buckling floors, peeling paint, and water damage.

- The reliance on shared parking and signage on the adjacent property creates usability issues. However, sufficient parking is available on the west side of the building, though it is less convenient. A signage easement could be established if the adjacent property were sold to address this concern.

Financially Feasible & Maximally Productive
Despite its inefficiencies, the property maintains steady occupancy due to competitive rents. Its mixed-use configuration provides diverse income streams, including office, shop, and basement garage rentals, enhancing financial feasibility.

The current improvements contribute significantly to the market value beyond the anticipated value as vacant. While the mixed-use nature limits appeal to some buyers, the property's configuration supports flexible income opportunities, making it a viable investment.

Highest and Best Use Conclusion

As improved, the highest and best use of the property is to retain and reposition the existing multi-tenant commercial building while addressing its layout inefficiencies and deferred maintenance. Despite challenges, the property generates steady income from its mixed-use configuration. Upgrading the layout and completing necessary repairs would enhance tenant appeal and profitability.

In the short term, maintaining the current use is financially feasible, while long-term redevelopment could be considered. Overall, the property offers solid income potential and value, making it a viable investment with opportunities for improvement.

SUMMARY OF VALUATION ANALYSIS

The appraisers may use three basic approaches to estimate a property's market value. These approaches rely on data from the market in three different areas: the sales comparison approach, the income capitalization approach, and the cost approach.

The sales comparison approach is based on comparing the subject with others of similar design, utility, and use that have sold recently. Adjustments are extracted and applied to comparable sales to compensate for their differences with the subject and indicate a value for the property. After applying these adjustments, a unit price indicator for the subject's unit of comparison is found, which, when multiplied by the total area, results in an indication of market value.

The income capitalization approach used for income-producing properties estimates the net operating income of the subject property for the year following the appraisal date. This net operating income is then capitalized by a market derived overall capitalization rate into an indication of market value. The approach can also be developed using a discounted cash flow model in which the net operating income for each year of the holding period is projected. This net operating income is then brought to present value by a discounting process. Finally, the present value of the reversion at the end of the period is added to arrive at a value indication by discounted cash flow analysis.

The cost approach has as its premise the valuation of a site by comparison with similar sites that have sold in the recent past, adjusting for differences to indicate a site value estimate. To this site value, the depreciated cost of the improvements is added. This depreciated cost is found by adding the direct costs, indirect costs, and entrepreneurial incentive (if applicable), and subtracting any loss of value (depreciation) that might have accrued. The final amount is the market value indicator by the cost approach.

The sales comparison and income capitalization approaches were applicable and developed for appraising the subject property. Given the age of the improvements, the cost approach was not applicable for this assignment.

SALES COMPARISON APPROACH

The sales comparison approach provides a value indication by the analysis of comparable sales to the subject. The comparative analysis in this approach focuses on differences in property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions at the time of sale, location, and physical characteristics, among other comparison elements.

The concepts of anticipation and change and the principles of supply and demand, substitution, balance, and externalities are fundamental to the sales comparison approach. Investors buy properties anticipating future benefits and consider the effect of changes in income, the economy, and other factors affecting the value of properties.

Supply and demand determine prices since increased demand for a particular property type tends to increase its price and vice-versa. The principle of balance is reflected in the fact that the forces of supply and demand move toward equilibrium, or balance, in the market. Positive and negative externalities influence all types of properties and their values.

The sales comparison approach applies to all property types and interests when there are sufficient, reliable transactions to indicate value patterns or trends in the market. When data is available, this is the most direct and systematic approach to value estimation.

A general outline of the sales comparison approach follows:

1- Research the market to obtain information on sales transactions, listings, and offers to purchase and sell properties similar to the subject in terms of property type, date of sale, size, location, etc.

2. Verify the information by confirming that the data is accurate and that the transactions reflect arm's-length market considerations.

3. Select relevant units of comparison and develop a comparative analysis for each unit.

4. Compare the sale properties with the subject using the elements of comparison and adjust the sale price of each comparable appropriately to the subject.

5. Reconcile the various indications estimated from the analysis of the comparable sales into a single value indication or a range of values.

Building Sale 1

About Transaction			
Address	17 2nd Ave SE & 116 1st St SE	**Sale Price w/Specials**	$450,000 (no specials)
City, State	Minot, ND	**Sale Price w/Specials/Above Grade SF**	$54
Date of Sale	June 23, 2022	**Sale Price w/Specials/Total Bldg. SF**	$23
Seller	Rau Rentals, LLC	**Instrument/Rcrd. #**	WD/3065914
Buyer	Folden Properties, LLP	**Tax Id**	MI24.238.070.0121, MI24.238.070.0090
Legal Description	Lots 8 & 9; West 90' of Lot 10; and the West 45' of the East 95' of Lots 11 & 12, all in Block 7, Original Townsite of the City of Minot		
MLS #	220030	**Verified By**	Amanda Folden, R/E Agent
Site Information			
Site Area (Acres)	0.264 (0.103 + 0.161)	**Zoning**	C3/ Central Business
Site Area (Sq. Ft.)	11,500 (4,500 + 7,000)	**Topography**	Level, at street grade
Shape	L-Shaped and Rectangular	**Flood Zone**	Zone X (unshaded)
Utilities	Yes	**Traffic Counts**	1,025 - 1,380
Improvements Information			
Above Grade SF	8,400	**Year Built**	1954, 1930
Basement Area	4,332 (3,900 17 2nd Ave SE + 432 116 1st St SE)	**Bldg. to Land Ratio**	172%
Garage Area	7,000	**Condition**	Fair to Average
Total Building SF	19,732	**Parking**	Parking Garage, Street
Comments			
This sale includes two downtown buildings generating three income streams—the upper level features six apartments, while the main floor comprises two commercial retail units. Additionally, there is a parking garage. Before the sale, $70,000 was invested in upgrading one of the retail units.			

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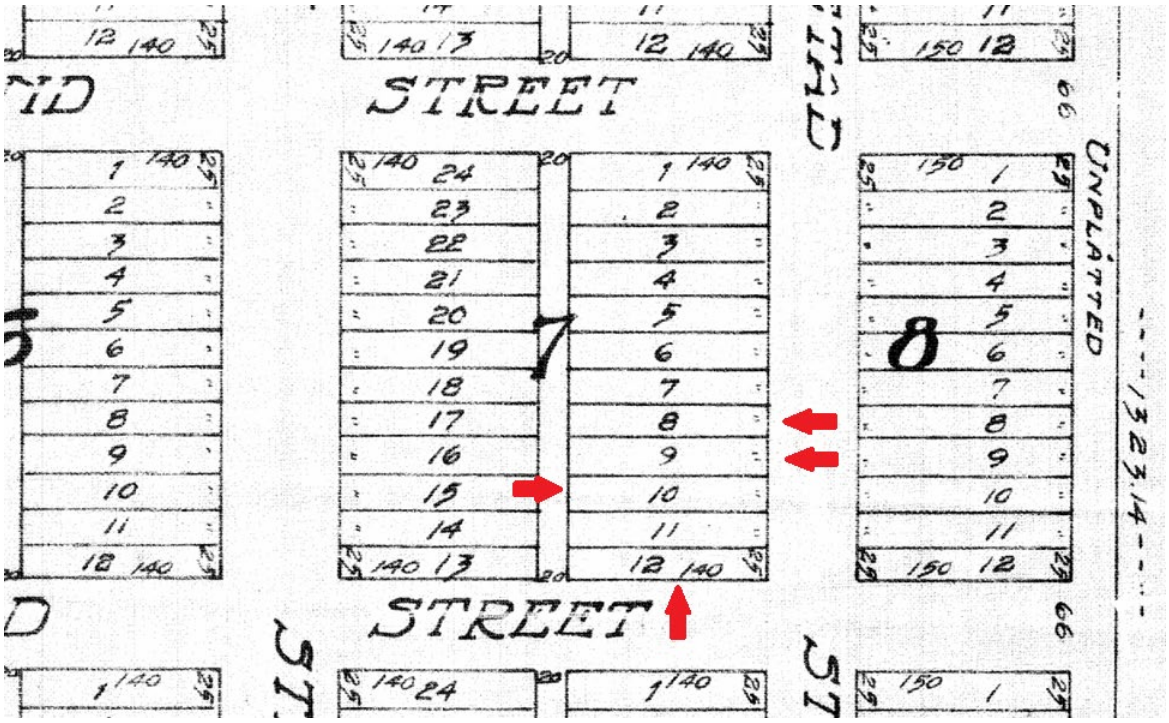
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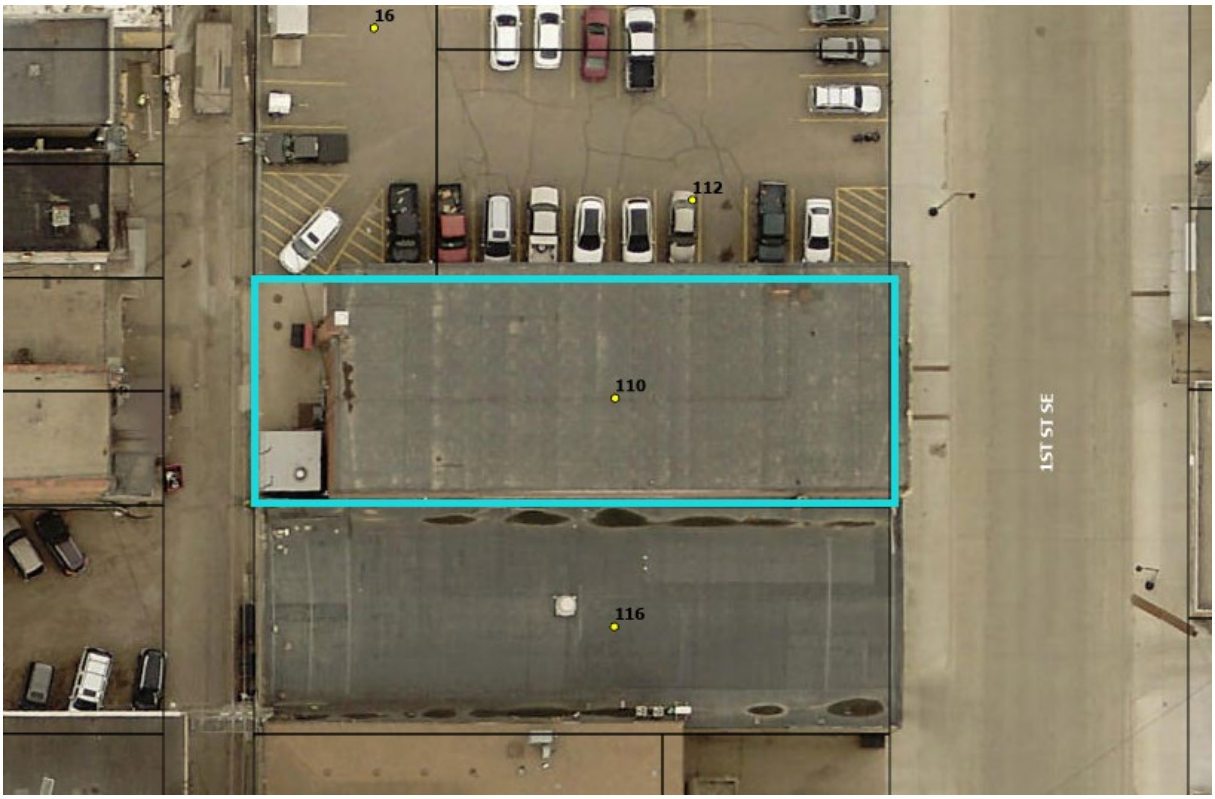
Building Sale 2

About Transaction			
Address	110 1st St SE	**Sale Price with Specials**	$360,000 (no specials)
City, State	Minot, ND	**Sale Price with Specials/Above Grade SF**	$57
Date of Sale	February 17, 2021	**Sale Price with Specials/Total Bldg. SF**	$26
Seller	W&C, LLC	**Instrument/Rcrd. #**	WD/3049161
Buyer	Talon Properties, LLC	**Tax Id**	MI24.238.070.0070
Legal Description	Lots 6 & 7, Block 7, Original Townsite of the City of Minot		
MLS #	210211	**Verified By**	JDee Douglas, R/E Agent
Site Information			
Site Area (Acres)	0.161	**Zoning**	C3/ Central Business
Site Area (Sq. Ft.)	7,000	**Topography**	Level, at street grade
Shape	Rectangular	**Flood Zone**	Zone X (unshaded)
Utilities	Yes	**Traffic Counts**	1,025
Improvements Information			
Above Grade SF	6,300	**Year Built**	1949
Basement Area	6,300	**Bldg. to Land Ratio**	194%
Mezzanine Area	1,000	**Condition**	Average
Total Building SF	13,600	**Parking**	Public
Comments			
This mixed-use property has housed various tenants, including a karate studio, church, RC car racing track, pottery studio, and dance studios. Following its purchase, some spaces were converted into dance studios. The owner is now selling or leasing the property due to a strategic shift in their dance company's direction. A fully finished basement enhances the building's functionality. Recent upgrades include a new forced air heating system installed in 2014 and a new roof in 2018. The property is listed for sale at $439,000, equating to $32 per square foot of total building area or $70 per square foot of above-grade space, excluding the mezzanine.			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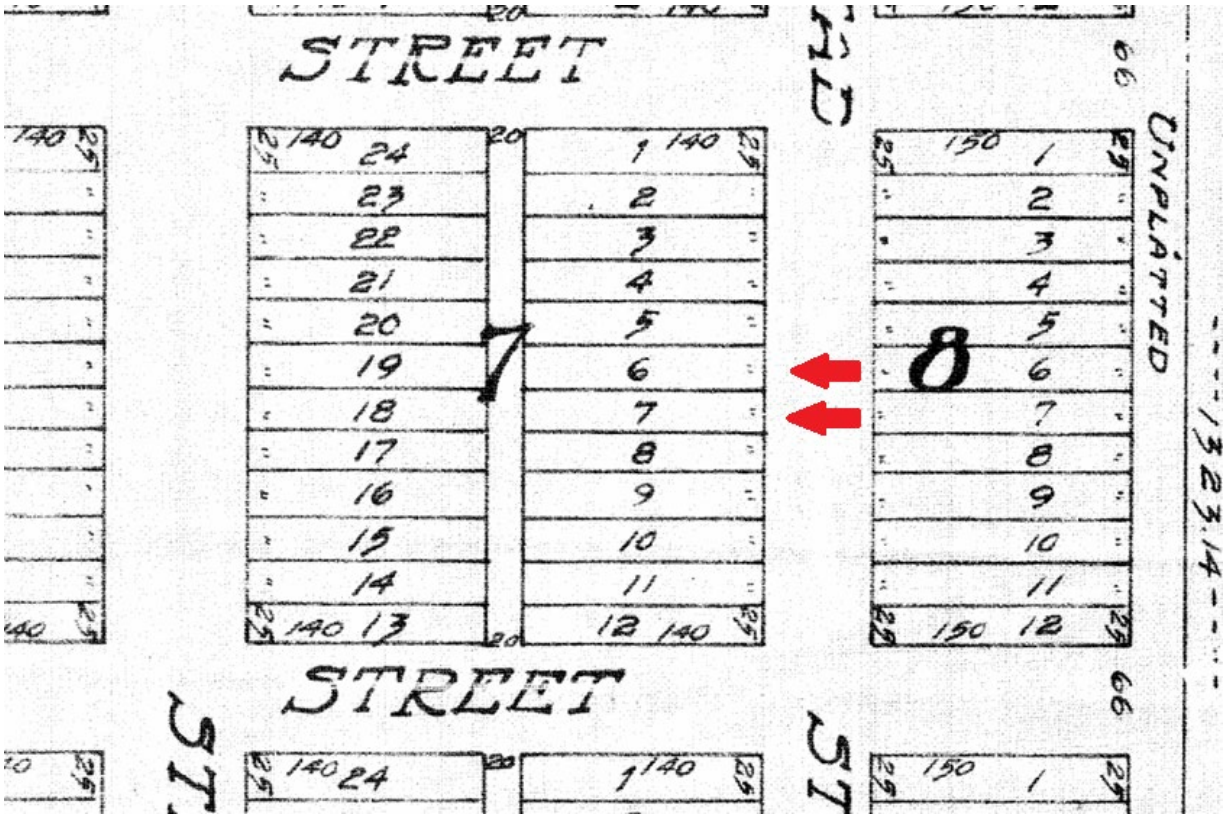
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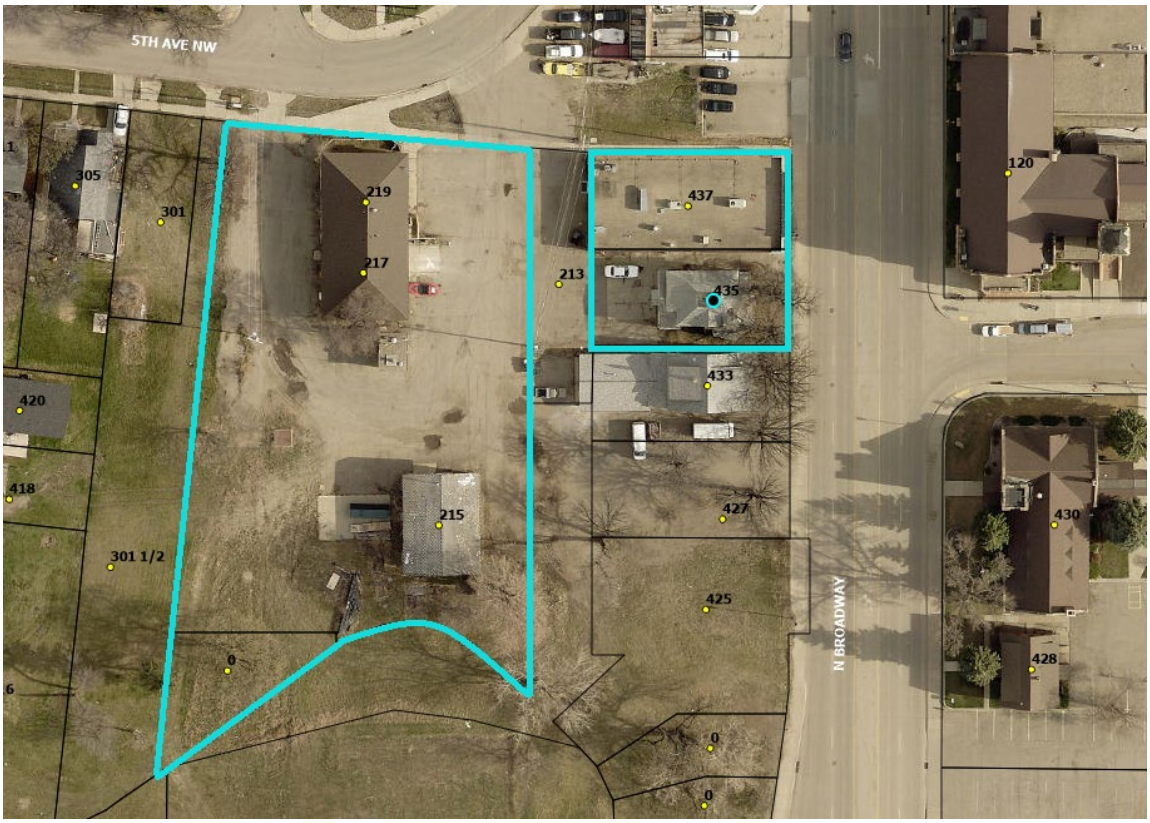
Building Sale 3

About Transaction			
Address	435 & 437 N Broadway & 215 5th Ave NW	**Sale Price w/Specials**	$600,000 (no specials)
City, State	Minot, ND	**Sale Price w/Specials/Above Grade SF**	$70
Date of Sale	October 6, 2022	**Sale Price w/Specials/Total Bldg. SF**	$49
Seller	Logotec, Inc	**Instrument/Rcrd. #**	TD/3069104
Buyer	5th Ave Investments, LLC	**Tax Id**	MI14.079.000.0050, MI14.079.000.0040, MI14.259.050.0012
Legal Description	Lots 4 and 5 of Ehr's Addition to the City of Minot, Ward County, North Dakota, less the East 14 feet for Highway Parcel 1B-3 and the North 250 feet of Lot 1 less the East 33 feet, in Block 5, North Minot Addition, Ward County, North Dakota		
MLS #	220460	**Verified By**	McKenna Gudmunson, R/E Agent
Site Information			
Site Area (Acres)	1.236 (0.134 + 0.134 + 0.968)	**Zoning**	C2/ General Commercial
Site Area (Sq. Ft.)	53,850 (5,850 + 5,850 + 42,150)	**Topography**	Level, at street grade
Shape	Irregular	**Flood Zone**	Zone X (shaded)
Utilities	Yes	**Traffic Counts**	18,750
Improvements Information			
Above Grade SF	8,577 (5,000 Bar + 1,849 Residence + 1,728 Shop)	**Year Built**	1958 (Bar), 1979 (Shop), Residence/Office (1915)
Basement Area	1,849	**Bldg. to Land Ratio**	23%
Garage Area	1,763	**Condition**	Average (Bar), Fair (Residence and Shop)
Total Building SF	12,189	**Parking**	Paved
Comments			
This multi-use property featured several improvements, including a 5,000-square-foot bar occupied by a long-term tenant, a 1,728-square-foot shop, a residential building with 1,849 square feet on both the main level and basement, with an attached 1,763-square-foot garage, and a multi-family structure. The tenant owns the liquor license. Therefore, this was not part of the price paid for this property. Following the purchase, the multi-family building at 435 N Broadway was demolished, and this area was excluded from the overall square footage. According to the real estate agent, the multi-family space was rented at the time and had some remaining useful life. However, it did not fit the buyer's plans for the property and was removed. The residential building was converted into an office, and the shop was also remodeled after the purchase.			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Building Sale 4

About Transaction			
Address	400 10th St SE	**Sale Price w/Specials**	$850,000 (no specials) ($775,000 commercial + $75,000 house)
City, State	Minot, ND	**Sale Price w/Specials/Above Grade SF**	$70
Date of Sale	December 2, 2024	**Sale Price w/Specials/Total Bldg. SF**	$60
Seller	Epic Holdings II, LLC	**Instrument/Rcrd. #**	WD/3087554
Buyer	JMK Holdings, LLC	**Tax Id**	MI24.397.010.0031
Legal Description	Lots 1 & 2 and the North 12.5' of Lot 3, Block 1, Sunnyside Addition to the City of Minot LESS that portion of Lot 1 as recorded in Book 104 of Deeds, page 607 AND East 60' of the South 37.5' of Lot 3 and the East 60' of Lots 4 & 5, Block 1, Sunnyside Addition to the City of Minot		
MLS #	241704	**Verified By**	Kerri Zablotney, R/E Agent
Site Information			
Site Area (Acres)	0.533 (0.344 + 0.189)	**Zoning**	C2/ General Commercial & R1G/Residential
Site Area (Sq. Ft.)	23,230 (14,980 + 8,250)	**Topography**	Level, at street grade
Shape	Rectangular	**Flood Zone**	Zone X (shaded)
Utilities	Yes	**Traffic Counts**	7,610
Commercial Improvements Information			
Above Grade SF	12,167	**Year Built**	1983
Basement Area	0	**Bldg. to Land Ratio**	61%
Mezzanine	2,000	**Condition**	Average to Good
Total Building SF	14,167	**Parking**	Street

Comments

This commercial space along E Burdick Expressway features office and shop areas. The property includes 2,000 square feet of renovated office space with private offices, a reception area, a conference room, and a break area. An additional 2,000-square-foot mezzanine office overlooks the largest shop and includes more offices, a reception area, and storage. The shop has multiple areas, including a 1,804-square-foot section with a loading dock, an 880-square-foot shop, a 968-square-foot shop, and a 7,000-square-foot shop with large overhead doors on both ends. This flexible property is well-suited for various business uses.

When this property was listed, it was marketed solely as commercial space. However, the Buyer knew that the landowner also owned the adjacent property, which contained an old house, and included it in the offer. The Seller accepted this offer. According to the Buyer's agent, the house was in poor condition, and the Buyer initially considered demolishing it to create additional parking, as the property lacks off-street parking. However, the house is currently rented to a long-term tenant, and the Buyer has no immediate plans to repurpose the site. The Buyer's agent also noted that the commercial property was valued at the full asking price, with negotiations primarily focused on the adjacent property. Of the total purchase price, $775,000 was attributed to the commercial space, while the remaining $75,000 was allocated to the house.

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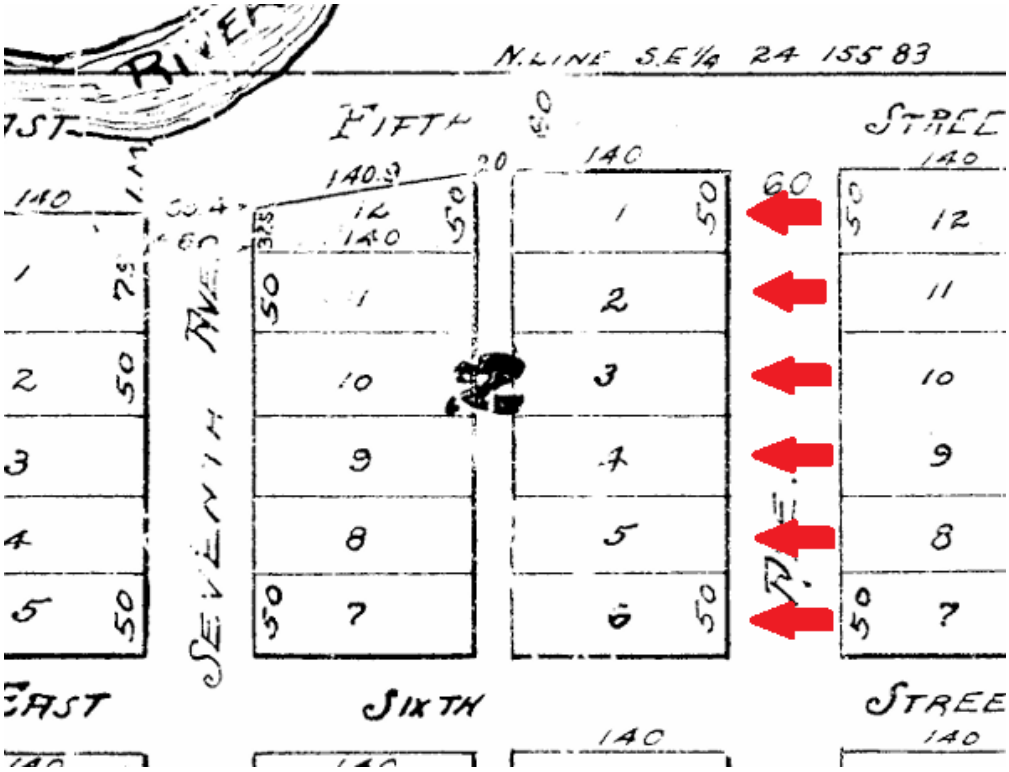
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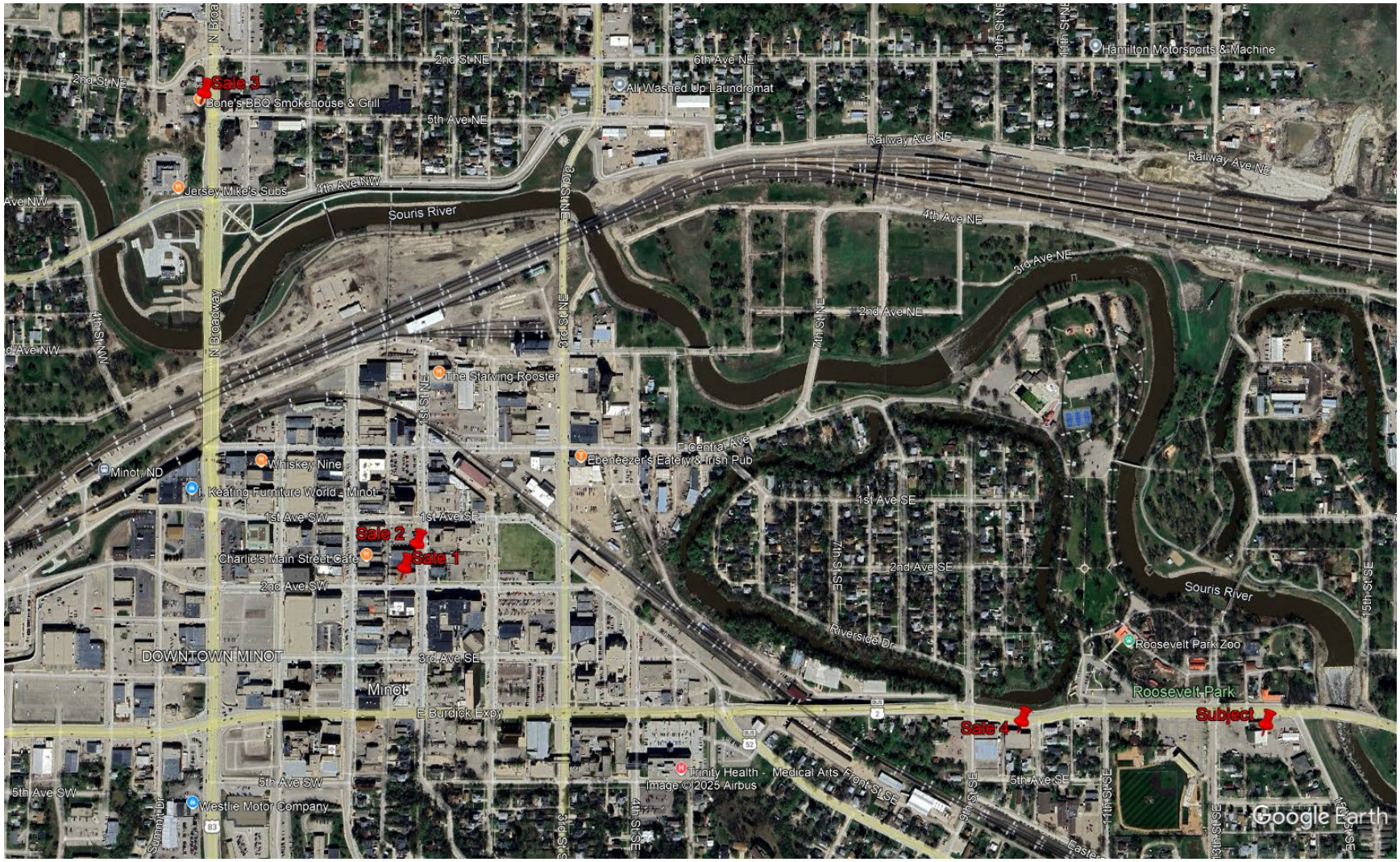
STREET

Comparable Building Sales Location Map



Summary of Comparable Building Sales

	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Address	1310 E Burdick Expy & Vacant Lots	17 2nd Ave SE & 116 1st St SE	110 1st St SE	435 & 437 N Broadway & 215 5th Ave NW	400 10th St SE
Date of Sale		June 23, 2022	February 17, 2021	October 6, 2022	December 2, 2024
Sale Price		$450,000	$360,000	$600,000	$850,000
Above Grade SF*	12,040	8,400	6,300	8,577	12,167
Total Building SF	24,145	19,732	13,600	12,189	14,167
Site Area (Sq. Ft.)	52,029	11,500	7,000	53,850	23,230
Bldg. to Land Ratio	46%	172%	194%	23%	61%
Traffic Counts	6,190 - 7,610	1,025 - 1,380	1,025	18,750	7,610
Flood Zone	Zone X (shaded)	Zone X (unshaded)	Zone X (unshaded)	Zone X (shaded)	Zone X (shaded)
Year Built	1948, 2010	1954, 1930	1949	1958, 1979, 1915	1983
Condition	Fair to Average	Fair to Average	Fair to Average	Fair to Average	Average to Good
Use	Office, Shop	Retail, Apartment, Parking Garage	Mixed Use Commercial	Bar, Office, Shop	Office, Shop
$/Above Grade SF		$54	$57	$70	$70
$/Total Bldg. SF		$23	$26	$49	$60

**The above-grade square footage excludes mezzanine areas, which is consistent with the assessing department's methodology.*

Sales Comparison Approach Analysis

The Sales Comparison Approach evaluates the subject property's value by comparing it to similar recent sales. Each sale was sold in fee simple (subject to outstanding rights and reservations of record), cash to the seller, and was at arm's length. Adjustments were made for differences in immediate post-sale expenditures, market conditions, location, land size, condition, functionality, and income potential.

This analysis's primary unit of comparison is the price per above-grade area. Since approximately half of the subject property's total building area was excluded from its above-grade area, the appraisers adjusted to account for these areas, such as the basement garage with ramp and mezzanine. Sales 1 and 2 had a proportional relationship with the subject between the above grade and total building area, requiring no adjustments. However, Sales 3 and 4 had a higher proportion of above-grade area than their total building area, necessitating adjustments. These quantitative adjustments are as follows.

Quantitative Adjustments

Adjusted Sale Price per Square Foot

Adjustment Factor	Sale 3	Sale 4
Price/Above Grade SF	$70.00	$70.00
Mezzanine Adjustment	+$1.90 → (2,865 SF × $8 ÷ 12,040 SF)	+$0.57 → (865 SF × $8 ÷ 12,040 SF)
Garage Adjustment	+$9.32 → (7,477 SF × $15÷ 12,040 SF)	+$11.51 → (9,240 SF × $15 ÷ 12,040 SF)
Basement Adjustment	-$3.07 → (1,849 SF × $20 ÷ 12,040 SF)	--
Total Adjustment	**+$8.15 per SF**	**+$12.08 per SF**
Final Adjusted Price/SF	**$78.15**	**$82.08**

Explanation of Adjustments: The adjustments account for differences in the mezzanine, garage, and basement areas. The subject basement is more representative of a garage with a ramp, higher ceilings, and 14 stalls. Therefore, the subject basement space was adjusted as garage space. The adjustments are calculated based on the contributory value per square foot, applied on a unitary basis by dividing by the subject's 12,040 SF above-grade area.

1. Mezzanine Area ($8 per SF)
   - Sale 3 has no mezzanine, requiring an upward adjustment for the subject's 2,865 SF:

     (2,865 SF × $8) ÷ 12,040 SF = +$1.90 per SF

   - Sale 4 has 2,000 SF of mezzanine, so the adjustment accounts for the 865 SF difference:

     (865 SF × $8) ÷ 12,040 SF = +$0.57 per SF

2. Garage Area ($15 per SF)
   - Sale 3 has 1,763 SF of garage, requiring an upward adjustment for the subject's additional 7,477 SF:

     (7,477 SF × $15) ÷ 12,040 SF = +$9.32 per SF

   - Sale 4 has no garage, requiring an upward adjustment for the full 9,240 SF:

     (9,240 SF × $15) ÷ 12,040 SF = +$11.51 per SF

3. Basement Area ($20 per SF)
   - Sale 3 has 1,849 SF of basement, while the subject has none, requiring a downward adjustment:

$$(-1{,}849 \text{ SF} \times \$20) \div 12{,}040 \text{ SF} = -\$3.07 \text{ per SF}$$

   - Sale 4 does not have a basement, so no adjustment is needed.

Qualitative Adjustments

Comparable Sale 1 consists of two downtown buildings with three income streams: six upper-level apartments, two retail units on the main floor, and a parking garage. Prior to the sale, a $70,000 renovation was completed. The tenant mix was considered to have lower income potential than the subject property, warranting an upward adjustment. Additionally, the sale's significantly smaller site size and higher building-to-land ratio required a positive adjustment. Based on this comparison, the subject property should be valued above $54 per square foot of the total above-grade building area as indicated by this sale.

Comparable Sale 2 is a downtown mixed-use commercial building designed to accommodate a variety of tenants. It includes a fully finished basement and was in average to fair condition at the time of sale. Similar to Sale 1, its smaller site size and higher building-to-land ratio required a positive adjustment. This transaction occurred in early 2021 when COVID-19 impacted office space demand. Given minor market value increases since that period, an additional upward adjustment was applied for market conditions. As a result, the subject property should be valued above $57 per square foot of the total above-grade building area, as indicated by this sale.

Comparable Sale 3 is a multi-use property featuring a 5,000-square-foot bar occupied by a long-term tenant, a 1,728-square-foot shop, a residential building with 1,849 square feet on both the main level and basement (including an attached 1,763-square-foot garage), and a multi-family structure. After the purchase, the multi-family building at 435 N Broadway was demolished, as it did not align with the buyer's plans, even though it had some remaining useful life. Additionally, the residential building was converted into an office, and the shop was remodeled. Due to these post-purchase expenditures, a positive adjustment was warranted.

This sale had a lower building-to-land ratio than the subject, necessitating a negative adjustment. Furthermore, its superior location and higher traffic counts resulted in downward adjustments. Given these factors, the subject property should be valued below the adjusted $78.15 per square foot of above-grade area indicated by this sale.

Comparable Sale 4 is a flexible commercial space along East Burdick Expressway with office and shop areas. Due to its newer construction and superior functionality, downward adjustments were applied. Consequently, the subject property should be valued below the adjusted $82.09 per square foot of the above-grade area indicated by this sale.

The table below summarizes the quantitative and qualitative adjustments:

Adjustments	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price/Above Grade SF	$54	$57	$70	$70
Mezzanine, Garage, & Basement Adjustment/SF	$0	$0	$8.15	$12.09
Adjusted Price/SF	$54	$57	$78.15	$82.09
Expenditures After Purchase	o	o	+	o
Market Conditions	o	+	O	o
Location	o	o	-	o
Building-to-Land Ratio	+	+	-	o
Condition	O	o	O	-
Functionality	O	o	O	-
Income Potential	+	o	O	o
Value Indication ($/Total Building Area)	**>$54**	**>$57**	**<$78.15**	**<$82.08**

Conclusion and Indicated Value

The adjusted comparable sales range from $54 to $82.08 per square foot of above-grade area. Based on these comparisons, the subject property is valued:

- Above Sales 1 and 2 ($54 - $57/SF)
- Below Sales 3 and 4 ($78 - $82/SF)

Given the subject's functional challenges, the appraisers concluded a value of $68 per SF of above-grade area:

12,040 SF (Above Grade) x $68 per SF = $818,720

Based on this analysis, the indicated value of the property in fee simple, subject to outstanding rights and reservations of record, using the Sales Comparison Approach, as of the effective date of this appraisal was rounded to:

$820,000

EIGHT HUNDRED TWENTY THOUSAND DOLLARS

INCOME CAPITALIZATION APPROACH

In income-producing properties, the typical investor is mainly concerned with the income-producing capabilities of the property. Other factors and amenities are of secondary concern. Therefore, in the Income Approach, the indication of value obtained for a property is based on the future income it is expected to earn. The right to receive a certain amount of money in the coming years has a certain value. Therefore, in the Income Approach, the market value of an income-producing property is equal to the present worth of all future benefits produced by the real estate.

In the application of the Income Approach, a certain sequence has to be followed, and there are five basic steps in its development as follows:

1. An estimate of the income the property is expected to generate has to be determined. Potential gross income is first calculated. Vacancy and collection losses are deducted from the potential gross income to obtain effective gross income.

2. The operating expenses for the property have to be estimated next.

3. The net operating income is calculated by subtracting the operating expenses from the effective gross income.

4. The capitalization rate and/or discount rate are determined next. This can be obtained from market transactions or calculated from other market information.

5. The net operating income is processed into an indication of value utilizing the capitalization process.

I – Potential Gross Income

The rent roll for the subject property based on information provided by the landowner is shown below.

Rentable Units	Sq. Ft.	Monthly Rent	Yearly Rent	Rent/Unit/ Year	Terms	Tenant	Floor/Entrance	Comments
Suite 1	320	$450	$5,400	$16.88	Unknown	Flawless Bling	Main/Outside (east)	Long-term tenant, no written lease. Includes three parking spaces on the east side.
Suite 2 + Shop	3,240	$2,200	$26,400	$8.15	11-1-2024 to 10-31-2029	Grand Tour Carwash	Main/Outside (east & south)	Lease includes shop space and west parking lot
Suite 3	800	$600	$7,200	$9.00	2-1-2022 to 1-30-2024	Antania Clark-Thames (Salon)	Main/Outside (east)	The landowner stated that he has a new lease to 1-3-26, but did not provide a copy of it.
Suite 7	1,000	$900	$10,800	$10.80	1-20-2023 to 12-31-2026	Lasting Love Homecare	Upper/Common Area (east)	Lease includes three parking spaces on the east side.
Suite 8	1,345	$1,350	$16,200	$12.04	10-14-2024 to 10-15-2026	Park Construction Co.	Main/Outside (east)	Lease includes four parking spaces under the display sign on the adjacent property.
M&M	1,180	$350	$4,200	$3.56	Unknown	M&M (Peter Rice)	Main/Common Area (west)	Long-term tenant, no written lease provided.
Automated	180	$500	$6,000	$33.33	6-1-2017 to 5-31-2022	Automated Maintenance	Main/Common Area (west & north)	Lease was $775/month, including three basement garage bays (4, 5, & 6). Provided lease is expired.
Automated 3 Bays	3 Bays	$225	$2,700	$1,200/Bay				
Garage Bay	1 Bay	$75	$450 *	$450/Bay	6 months	Unknown	Bsmt. Garage/Common Area (west & north)	Rented for six months starting Nov. 21, 2024. No lease provided.
Garage Bay	1 Bay	$75	$450 *	$450/Bay	6 months	Unknown	Bsmt. Garage/Common Area (west & north)	Rented for six months starting Nov. 21, 2024. No lease provided.
Garage Bay	1 Bay	$100	$1,200	$1,200/Bay	Unknown	Church	Bsmt. Garage/Common Area (west & north)	Local church rents one bay. No lease provided.
Garage Bay (x2)	2 Bays	$200	$2,400	$1,200/Bay	Unknown	Daughter	Bsmt. Garage/Common Area (west & north)	Landowner leases two bays to his daughter for $100 per month. No lease provided.
Total			**$83,400**					

* According to the owner, these bays are rented 6 months out of the year.

Vacancy and Leasing Challenges

According to the landowner, leasing vacant spaces has been challenging due to the City of Minot's planned acquisition of the property for flood protection. Additionally, the property layout presents functional issues, including:

- Apartment 5A shares access with commercial tenants and lacks windows.
- Suite 9 does not have windows.
- Suite 5 has light fixtures protruding through the wall between the unit and the hallway.
- Basement garage bays are open to anyone with access to the common area, raising security concerns.
- The owner's office has a pipe obstructing the doorway and can only be accessed through a common area.
- The front office has deferred maintenance, including exposed framing around the wall heating unit and water damage in one of the offices.

Despite these challenges, the landowner was in discussions with a potential tenant to lease the front office for $1,200–$1,300 per month in its current "as-is" condition—approximately half of the market rate for similar office space.

At the time of inspection, the following spaces were vacant:

- Office Suites 5, 6, 9, and Z
- Apartment 5A
- Front Office
- Six basement garage bays

Parking and Lease Considerations

- Suites 1 and 7 each have three designated parking spaces on the east side. However, when occupied, these spaces restrict movement around the property within the site boundary. The adjoining property, under the same ownership, provides driving area.
- Suite 8's lease includes four parking spaces under the display sign on the adjacent property. If the larger parcel is sold separately, this could present complications.
- West-side parking is available but less convenient than the east-side spaces.

Expense Responsibilities

Leases for Suites 1, 2 (plus shop), 3, 7, and 8 require tenants to cover utilities, while the landlord is responsible for:

- Management fees
- Property taxes
- Building insurance
- Repairs and maintenance
- Common area utilities

Market Rent Analysis - Market rent for comparable office and shop spaces was analyzed based on market data and interviews with market participants. The following tables summarize the comparable rental rates.

Office Rents

Address	Year Built	Condition	Leasable Area (SF)	Yearly Rent	Rent/SF	Lease Date	Day on Market	Comments
105 1st Street SE	1950	Average	12,466	$154,212	$12.37	1/1/2025	422	Ample office space with breakroom, conference rooms, comfort room, and offices. It features a secure server room with bulletproof viewing windows, Cat 5e cabling throughout, steel located in walls, and a passcode for entry.
6008 Highway 2 E Unit 2	1981	Average	3,500	$33,600	$9.60	1/1/2024	946	This property is located off Highway 2, near an industrial park. It features 1,750 SF of office space and 1,750 SF of shop space.
1938 S Broadway	1983	Good	2,250	$45,000	$20.00	1/1/2024	98	Highly visible location along S. Broadway and adjoining the 20th Ave Marketplace Foods. This space has eight private offices, a reception area, a work room for a copier/printer, a large conference room with an area for a coffee bar, and a break room. Tenant is responsible for utilities except garbage. Landlord pays all other expenses.
2825 S Broadway Unit 1	1976	Avg/Good	2,234	$40,212	$18.00	5/1/2023	208	This is an office space with frontage and good visibility from S. Broadway. It features a large open showroom, two private offices with built-ins, and two bathrooms. The lease is for a 5-year period, and the landlord pays all expenses, including utilities.
1941 4th St SW	2003	Avg/Good	2,100	$33,600	$16.00	6/1/2024	397	This space was previously used as a fitness facility and has a large open concept. The back entrance has a 12' overhead door and warehouse storage area. There is also a finished bathroom. The lease is for a 6-year period and includes an additional $2 annual NNN fee and 3% increase annually escalating.
515 20th Ave SE Unit 12	1999	Average	2,000	$36,000	$18.00	11/1/2023	170	Office space with two private offices, a large display reception area or room for several cubicles, and a 20' x 20' work room. The landlord pays all expenses, including utilities.
2825 S Broadway Unit 4	1976	Average	2,140	$32,100	$15.00	7/10/2024	1	Heated shop with office area and bathroom. The lease is for 3 years, and the landlord pays all expenses, including utilities.
325 28th Ave SW Unit D	2009	Good	1,750	$22,800	$13.03	7/1/2023	60	Office space with break room, five private offices, reception area, and bathroom.
100 Main Street S	1963	Average	1,350	$16,800	$12.44	9/1/2024	175	Downtown office space. There is an additional $3.00 per month CAM charge that covers all utilities, taxes, and insurance. 1 year Lease
1700 S Broadway	1998	Average	1,256	$12,000	$9.55	7/30/2024	271	Office space with a shared bathroom.
21 Main Street S Unit 201	1905	Average	712	$12,000	$16.85	7/10/2023	418	Second floor office space with a reception area, kitchenette, and two private offices.
22 Main Street S Suite C	1934	Average	476	$9,600	$20.17	4/2/2023	102	Main floor office space with underground parking.
2010 4th Ave NW Suite 101	1964	Average	600	$13,200	$22.00	10/1/2023	178	Office space with two private offices and reception area. It has access to restrooms and breakroom in common area.
1412 2nd Ave SW Suite C	2015	Avg/Good	650	$15,000	$23.08	5/1/2024	169	Second floor office space with two private offices, reception area, and storage room. Professional office building with elevator and common area.
1821 Burdick Expy Suite F	1975	Fair/Avg	107	$4,680	$43.74	3/15/2023	44	Single office space with shared entrance and restrooms. Rent includes all utilities, snow removal, lawn care, and basic internet.
1400 37th Ave SW Suite C	2010	Avg/Good	544	$14,400	$26.47	6/21/2024	57	Office space with two private offices and a reception area. Located between Walmart and the new Trinity Hospital.
24 Main Street N Suite C	1906	Avg/Good	126	$4,200	$33.33	7/1/2024	14	This is a main-floor office space located downtown. It is fully furnished and has off-street parking. The common area has public restrooms and a kitchenette.

Shop Rents

Address	Lease Date	Rent/Mo.	Rent/Year	Leasable Area	Rent/SF	Year Built	Notes
629 20th Ave SE Unit 1	8/1/2023	$1,350	$16,200	2,100 SF	$7.71	2023	Shop condo with a 14' x 16' overhead door, heated interior, shop sink, bathroom, gated property, and designated parking. Rent includes snow removal, lot maintenance, and water/sewer. The tenant covers liability insurance and electricity.
309 40th Ave NE	Asking	$4,535	$54,420	5,440 SF	$10.00	2011	Shop condo with two overhead doors, an office, and a restroom. An additional $2.97/SF monthly CAM fee covers snow removal, lot maintenance, and in-floor heating.
629 20th Ave Unit 3	5/1/2024	$1,650	$19,800	2,100 SF	$9.43	2023	Shop condo with a 14' x 16' overhead door, heated interior, shop sink, bathroom, gated property, and designated parking. Rent includes snow removal, lot maintenance, and water/sewer. The tenant pays for liability insurance and electricity.
300 46th Ave NE STE B	Asking	$3,500	$42,000	2,800 SF	$15.00	2013	Industrial shop with three offices, forced air A/C and heat, shared parking, two bathrooms, 14' x 14' overhead door, ceiling-mounted gas heater, floor drain, and a rear walkout door to additional parking. Rent includes CAM fees, water, and taxes—minimum 3-year lease term.
6751 4th St SW	Asking	$1,200	$14,400	1,250 SF	$11.52	Unknown	This heated storage unit is comparable to a shop condo.
400 46th Ave NE Units 6 & 7	Asking	$3,200	$38,400	3,600 SF	$10.67	2012	Shop condo with two overhead doors, two pedestrian doors, office space, loft area, private bathroom, in-floor heat with electric boiler, and floor drains. Tenants pays for electricity and liability insurance. The landlord covers all other expenses.
5220 N Broadway	Asking	$2,100	$25,200	2,720	$9.26	2008	Shop condo with 19' side walls, in-floor heat, overhead door, stubbed-in bathroom, floor drain, and extra equipment or trailer parking. The preferred lease term is three years.
6008 E Hwy 2	Asking	$2,000	$24,000	3,600	$6.67	2005	Shop space with two overhead doors, adequate lighting, and no heating. Includes yard storage with a large security fence and remote gate access.
2020 2nd St SE, Suite B	Asking	$3,495	$41,940	3,000	$13.98	1975	Heated shop space with off-street parking, full bathroom, floor drain, and hot/cold water. The lease includes all utilities.

The subject property's rental rates have been compared to market rents for similar office and shop spaces in the area. The subject property’s office rents range from $3.56 to $33.33 per square foot, with lower rents generally associated with spaces with functional challenges. The shop space is rented at $8.15 per square foot, which aligns with market rates for spaces in similar conditions. Despite some of the property's challenges, the rent roll appears to be within a reasonable range of market rates.

Basement Garage Bays- As underground garages are atypical for the local market, the appraisers reviewed rental rates for storage units to assess the reasonableness of the rents. Based on this comparison, the rental amounts for the basement garage bays were deemed reasonable and consistent with market rates.

Historic Income and Expenses—In addition to reviewing the rent roll and comparable rental data, the appraisers analyzed the subject property's historical income and expenses. The table below summarizes the income and expenses from the past two years, as reported on the owner's tax returns. It's important to note that the building insurance expense covered two shops on an adjacent property.

Year	**2023**	**2022**
Rental Income (after vacancy)	$64,000	$75,000
Cleaning and Maintenance	$8,700	$8,300
Building Insurance	$6,871	$10,895
Legal and Other Professional Fees	$0	$900
Repairs	$7,305	$4,925
Taxes	$12,499	$0
Utilities	$7,300	$7,300
Total Expenses	$42,675	$32,320

In 2022 and 2023, the rental income reported on the owner's tax return is notably lower than the current rent roll of $83,400. However, at the end of 2024, the landowner secured two new leases for Suite 2 + Shop and Suite 8, contributing an additional $42,600 in annual income. Additionally, the front office space, one of the property's most functional and desirable areas, was vacant at the time of inspection. This space's appeal could help increase future rental income, further enhancing the property's overall performance.

Potential Gross Income—The table on the following page outlines the actual and asking rents (highlighted in blue) for the subject property. The rents are generally within a reasonable range of the market rents identified, suggesting they align with market conditions. However, some of the actual rents are on the lower end, possibly due to the property's functional issues and deferred maintenance. These factors could impact the achievable rent potential.

The owner's office, located in the mezzanine area, is accessible via a common area on the second level, which is obstructed by a large pipe. Due to this layout, the mezzanine office space is considered part of the common area. Additionally, Apartment 5A has significant functional limitations, and it may be better suited as a break room for the upper-level office spaces, many of which are currently vacant. In similar office settings within the delineated market, common area break rooms are often provided as an amenity, which could help lease some of the vacant office spaces. Converting Apartment 5A into a break room could also resolve compatibility issues between residential and office tenants sharing common areas. As a result, Apartment 5A was reclassified as common area.

Rentable Units	Sq. Ft.	Monthly Rent	Yearly Rent	Rent/SF
Suite 1	320	$450	$5,400	$16.88
Suite 2 + Shop	3,240	$2,200	$26,400	$8.15
Suite 3	800	$600	$7,200	$9.00
Suite 5	350	$650	$7,800	$22.29
Suite 6	315	$600	$7,200	$22.86
Suite 7	1,000	$900	$10,800	$10.80
Suite 8	1,345	$1,350	$16,200	$12.04
Suite 9	361	$675	$8,100	$22.44
M&M	1,180	$350	$4,200	$3.56
Suite Z	200	$350	$4,200	$21.00
Front Office	1,730	$1,300	$15,600	$9.02
Automated	180	$500	$6,000	$33.33
Automated 3 Bays	--	$225	$2,700	--
Garage Bay - 6 mo.*	--	$75	$450	--
Garage Bay - 6 mo. *	--	$75	$450	--
Garage Bay - Church	--	$100	$1,200	--
Two Garage Bays - Daughter	--	$200	$2,400	--
6 Bays - Vacant	--	$450	$2,700	--
Potential Gross Income			**$129,000**	

* According to the owner, these bays are rented 6 months out of the year.

Based on the current rent roll and a market rent analysis, the property's estimated potential gross income is $129,000 annually. This estimate assumes that all vacant spaces are leased at market rates.

II –Vacancy Allowance and Operating Expenses

Vacancy/Credit Allowance
When comparing the potential gross income of $129,000 to the actual gross income of $83,400, this results in a vacancy rate of 35%. However, the front office space, which is considered the most desirable, remained unleased at the time of inspection. Leasing this space alone would significantly reduce the vacancy rate. According to the landowner and the real estate agent who had the property listed, leasing vacant spaces has been challenging due to the City of Minot's planned acquisition of the property for flood protection. Considering the current trend of people returning to office spaces since the pandemic and broader economic conditions, a more reasonable vacancy rate of 15% was applied to the subject property.

Management Fees
The appraisers reviewed leasing fees charged by real estate agents and property management companies in the Minot market and applied an estimated management fee of 6% of the Effective Gross Income.

Property Tax
A property tax analysis was completed as part of this appraisal, estimating an annual property tax of $15,389.

Insurance
The 2023 insurance premium for the apartment was $6,871. A proportional allocation was applied to the commercial improvements, as the insurance premium also covers two shop spaces on the adjoining property. Based on this allocation, the annual insurance premium for the subject property was estimated at $6,033.

Utilities
In both 2022 and 2023, the annual utility expense totaled $7,300. While most tenants are responsible for their share of utilities, the landlord covers utilities for the basement garage, common areas, and vacant units. However, with the current and projected vacancy rates being lower than in previous years, the utility expenses for the vacant units are expected to decrease. As a result, the estimated annual utility expense is projected to be around $5,000 for this appraisal.

Maintenance & Repairs
This category includes regular expenses such as cleaning, lawn care, snow removal, and necessary repairs. Maintenance and repair costs were estimated based on the average historical data reported over the past two years, totaling $14,615 annually.

Replacement Allowance
In the Minot market, periodic replacement allowances are typically not allocated as a separate line item. Discussions with property managers and real estate agents confirmed that such expenses are not explicitly included in sale listings or escrows. Instead, they are generally accounted for within the overall capitalization rate. As a result, no separate replacement allowance was included in this appraisal.

III - Annual Net Operating Income

Based on this analysis, the appraisers estimated the Net Operating Income of the subject property, as follows:

POTENTIAL GROSS INCOME (PGI)		
Description		**Annual Income**
Potential Gross Income		$129,000
VACANCY AND RENT LOSS ALLOWANCE		
	15% of PGI	$19,350
EFFECTIVE GROSS INCOME (EGI)		
		$109,650
OPERATING EXPENSES		
Management Fees	6% of EGI	$6,579
Property Taxes		$15,389
Building Insurance		$6,033
Utilities		$5,000
Maintenance and Repairs		$14,615
		$47,616
NET OPERATING INCOME		$62,034

IV – Capitalization Process and Value Estimate

The appraisers employed two methods to derive an overall capitalization rate (Ro) for the subject property:

1. **Local Financing Parameters**: Examined lending conditions and financial institution standards to estimate a capitalization rate based on real estate financing practices.

2. **Comparable Sales Method**: Examined recent sales of apartment buildings and office/shop spaces in Minot, all leased at the time of sale. The lease terms were used to determine the implied capitalization rates.

Local Financing Parameters: Debt Coverage Ratio Method

The second approach to estimating the capitalization rate was the Debt Coverage Ratio (DCR) Method. The debt coverage ratio represents the relationship between a property's net operating income (NOI) and its annual debt service (the total loan payment, including principal and interest). This method estimates the capitalization rate using the following formula:

$$Ro = DCR \times Rm \times M$$

Where:

- Ro = Overall Capitalization Rate
- DCR = Debt Coverage Ratio
- Rm = Mortgage Constant (a function of interest rate, amortization, and loan term)
- M = Loan-to-Value (LTV) Ratio

Since financing conditions directly impact real estate value, lending policies influence demand by determining the ease buyers can secure funding. Demand increases when financing is readily available and affordable, often driving up property values. Conversely, restrictive lending conditions can suppress demand and lower values.

To apply this approach, the appraisers consulted Zach Burdick, SVP Commercial Banking Manager at First Western Bank & Trust (701.852.3711), and Kyle Stephens, Commercial Lender at First International Bank & Trust (701.839.2170), regarding real estate financing parameters for properties similar to the subject. Discussions focused on loan-to-value ratios, repayment terms, interest rates, and general lending conditions.

Summary of Local Financing Parameters

Bank and Loan Type	Loan to Value	DCR	Interest Rate	Loan Term (Years)
First Western Bank & Trust and First International Bank & Trust *Conventional Loan*	70% - 80%	1.10-1.25	7.4 - 7.5%	20 - 25

- Loan-to-Value Ratio (M): Represents the proportion of a property's value that financial institutions are willing to finance.
- Debt Coverage Ratio (DCR): This measure measures how often a property's NOI exceeds the annual debt service.
- Interest Rate: Typically, around 7.5% for commercial real estate loans.
- Loan Term: Based on a 20-year amortization period.

Applying the Formula

Using the typical lending parameters, the overall capitalization rate (Ro) is calculated as follows:

$$R_o = DCR \times R_m \times M$$

Substituting typical values:

$$R_o = 1.10 \times 0.096671 \times 0.75$$

$$R_o = 7.98\%$$

Thus, the capitalization rate based on local financing parameters is **7.98%**.

<u>Comparable Sales Method</u>

The appraisers analyzed two commercial spaces that were either leased at the time of sale or offered for sale or lease, to determine a capitalization rate. The table below summarizes these sales and their capitalization rates:

Location	Use	Estimated NOI	Sale/Asking Price	Cap Rate	Source	Sale Date
4500 8th St NW & Parcel MI02.D42.000.0030	Office/Shop	$122,687	$1,300,000	9.44%	MLS 200850 and R/E Agent Lynne Reisenauer	5/28/2021
1715 S Broadway	Office	$47,520	$600,000	7.92%	MLS 230737 & 230738, R/E Agent Jeff Stremick	2023/2024 listing for sale or lease

The estimated capitalization rates for commercial space ranged from 7.92% to 9.44%.

Capitalization Rate Selection

Based on the two approaches:

- The capitalization rate derived from local financing parameters was 7.98%.
- The capitalization rates for comparables ranged from 7.92% to 9.44%.

Considering these findings, the appraisers determined a capitalization rate of 8% for the subject property.

Value Estimation Using Capitalization Rates

In direct capitalization, the Net Operating Income is divided by the overall rate to arrive at an indication of value by the Income Capitalization Approach, as it is shown in the following formula:

$$\text{Value} = \frac{\text{Net Operating Income}}{\text{Capitalization Rate}} = \frac{\$62{,}034}{8.0\%} = \$775{,}425$$

Based on the income capitalization approach, the fee simple market value of the property, subject to outstanding rights and reservations of record, as of the effective date of the appraisal, was a rounded:

$775,000

SEVEN HUNDRED SEVENTY-FIVE THOUSAND DOLLARS

RECONCILIATION AND FINAL VALUE CONCLUSION

The purpose of this appraisal was to render an opinion of the fee simple market value of the property, subject to outstanding rights and reservations of record.

The sales comparison approach provided a value indication for the subject property of $820,000. This approach was based on four comparable building sales to the subject property. The information gathered for the sales comparison approach was considered adequate.

The income capitalization approach provided a value indication of $775,000. Several comparable rentals were analyzed to estimate the subject's market rent. The overall capitalization rate was derived using two methodologies to ensure reliability. The information analyzed for this approach was considered adequate.

The cost approach was not applicable due to the age of the subject improvements.

Both the sales comparison and income capitalization approaches were considered in concluding the final value. Given the subject property's substantial square footage, the appraisers leaned toward the middle to upper range of the indicated values from the two approaches.

Based on this analysis, and after considering all approaches to value, the appraisers are of the opinion that the fee simple market value of the property, subject to outstanding rights and reservations of record, as of the effective date, was:

$800,000
(Eight Hundred Thousand Dollars)

CERTIFICATION OF THE APPRAISERS

We certify that, to the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

That such appraisal has been made in conformity with the appropriate laws, regulations, and policies and procedures applicable to the appraisal of property for such purposes; and that, to the best of my knowledge, no portion of the value assigned to such property consists of such items that are non-compensable under appropriate established law.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for that property.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the Uniform Act.

Jorge L. Pagan and Teri A. Scherr personally inspected the property that is the subject of this report, and the property owner, or his/her designated representative, was given the opportunity to accompany the appraisers during the inspection.

No one provided significant real property appraisal assistance to the individuals signing this certification.

The use of this report is subject to the Appraisal Institute's requirements for review by its duly authorized representatives.

As of the date of this report, Jorge Luis Pagan has completed the continuing education program for Designated Members of the Appraisal Institute.

Jorge L. Pagán, MAI, CCIM, R/W-AC
Certified General Appraiser
NDCG-2604

Teri Scherr
Certified General Appraiser
NDCG-21753

ADDENDUM

QUALIFICATION DATA OF THE APPRAISERS AND APPRAISERS' PERMITS

Qualification Data - Jorge Luis Pagan, MAI, CCIM, R/W-AC

Education:

Master of Business Administration - Finance (1987), Xavier University, Cincinnati, Ohio
Bachelor of Business Administration - Marketing (1985), University of Puerto Rico, San Juan, P.R.

Successfully completed the curriculum of the Appraisal Institute's Litigation Professional Development Program and passed the corresponding examinations.

Professional Experience:

Real Estate Consultant and Appraiser
November 1992 to present

Affiliations:

Appraisal Institute – MAI Designee
CCIM Institute - CCIM Designee
International Right of Way Association – R/W-AC Designee
National Association of Realtors – Affiliate

Licenses:

ND Certified General Real Property Appraiser #CG-2604
PR Real Estate Appraiser License #675
PR Certified General Real Estate Appraiser #120

Courses and Seminars:

Appraisal Institute	Location	Date	Hours
Review Theory – General	Sacramento, CA	Sep-23	33
Inconsistency: It's Hiding in Plain Sight in your Residential Appraisal	Bismarck, ND	Jun-23	7
Valuation Resources for Solar Photovoltaic Systems	Online	Nov-22	3
Business Practices and Ethics	Online	Jun-22	6
Valuation by Comparison: Residential Analysis and Logic	Bismarck, ND	Apr-22	7
Appraisal of Manufactured Homes Featuring Next-Generation Manufactured Homes	Dallas	Apr-19	8.5
Puerto Rico Laws & Regulations	San Juan, PR	Apr-19	10
Attacking & Defending an Appraisal in Litigation	Virginia	Aug-18	16
Valuing an Appraisal Practice	Virginia	Aug-18	2
Staying Out of Trouble	Virginia	Aug-18	7
Business Practices and Ethics	Online	Dec-17	5
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications	St. Paul, MN	Apr-17	15
Real Estate Appraisal Operations	Online	Jan-16	4
Evaluating Commercial Construction	Reno, NV	Sep-14	15
Complex Litigation Appraisal Case Studies	Guayanilla, PR	Mar-14	7
Real Estate Finance, Statistics and Valuation Modeling	San Juan, PR	Jul-13	15
Litigation Appraising: Specialized Topics and Applications	Flint, MI	Oct-12	16
Condemnation Appraising: Principles and Applications	Aurora, CO	Dec-10	22
The Appraiser as an Expert Witness: Preparation and Testimony	Rapid City, SD	Oct-10	16
Business Practices and Ethics	Online	Dec-09	8
General Demo Appraisal Report Writing	Indianapolis, IN	Nov-09	7
Valuation of Detrimental Conditions in Real Estate	Online	Jan-08	7
Small Hotel/Motel Valuation	Online	Jan-08	7
Feasibility, Market Value, Investment Timing: Option Value	Online	Nov-07	7
Appraising Convenience Stores	Online	Oct-07	7
7-Hour National USPAP Course	Online	Oct-07	7
Eminent Domain and Condemnation	Online	Oct-07	7
Laws and Regulations of the Appraisal Profession in PR	San Juan, PR	Apr-05	15
II420 Business Practices and Ethics	San Juan, PR	Apr-05	8
530: Advanced Sales Comparison and Cost Approaches	Boca Raton, FL	Apr-04	40
410: Standards of Professional Appraisal Practice	Berlin, CT	Oct-03	15
Subdivision Analysis	San Juan, PR	Nov-02	7
550: Advanced Applications	Minneapolis, MN	Jul-00	40
Standards of Professional Practice, Part C	Ft Worth, TX	Jan-98	16
Highest and Best Use Market Analysis	San Juan, PR	May-96	40
Appraisal of Retail Properties	San Juan, PR	Feb-96	7

Dynamics of Office Building Valuation	San Juan, PR	Dec-95	7
Appraisal Review - Income Properties	San Diego, CA	Jan-94	7
Accrued Depreciation	San Diego, CA	Jan-94	7
Real Estate Risk Analysis	Chicago, IL	Jun-93	7
Real Estate Condemnation and Zoning	Chicago, IL	Jun-93	7
Feasibility Analysis and Highest & Best Use Non-Residential Properties	Chicago, IL	Jun-93	7
Appraising Troubled Properties	Chicago, IL	Apr-93	7
Rates, Ratios, and Reasonableness	Englewood, CA	Apr-93	7
Report Writing and Valuation Analysis	Tallahassee, FL	Aug-92	36
Case Studies in Real Estate Valuation	Tallahassee, FL	Aug-92	36
Capitalization Theory and Techniques, Part A	San Jose, CA	Jul-92	39
Capitalization Theory and Techniques, Part B	San Jose, CA	Jul-92	39
Standards of Professional Practice, Part A	San Diego, CA	Jun-92	16
Standards of Professional Practice, Part B	San Diego, CA	Jun-92	11
Basic Valuation Procedures	Spartanburg, SC	May-92	40
Real Estate Appraisal Principles	Cherry Hill, NJ	Apr-92	39

CCIM Institute

Market Analysis for Commercial Real Estate	San Juan, PR	Aug-03	6
Course Concepts Review	Anaheim, CA	Nov-94	8
Advanced Techniques in Leasing and Marketing Commercial Real Estate	Chicago, IL	Jul-94	40
The Impact of Money and Capital Markets on Real Estate Financing	San Francisco, CA	Jul-94	8
Decision Analysis for Commercial Real Estate	Exam Challenged	Jul-94	0
Market Analysis for Commercial Real Estate	Dallas, TX	Apr-94	40
Financial Analysis for Commercial Real Estate	Exam Challenged	Jan-94	0
Introduction to Commercial Real Estate Analysis	Dorado, PR	Sep-93	16

International Right of Way Association

403 Easement Valuation	Online	Jul-23	8
102 Elevating Your Ethical Awareness	Online	Jul-23	8
603 Understanding Environmental Contamination in Real Estate	Online	Apr-20	8
604 Environmental Due Diligence and Liability	Online	Apr-20	8
802 Legal Aspects of Easements	Online	Apr-20	8
104 Standards of Practice for the Right of Way Professional	Online	Feb-20	8
801 US Land Titles	Online	Jul-17	16
205 Bargaining Negotiations	Online	May-17	16
431 Problems in the Valuation of Partial Acquisitions	Plano, TX	Aug-16	8
421 The Valuation of Partial Acquisitions	Milwaukee, WI	Nov-11	32
103 Ethics and the Right of Way Profession	Bismarck, ND	May-08	8

North Dakota Appraisers Association			
7-Hour National USPAP Course, 2024-25	Via Zoom	Nov-23	7
7-Hour National USPAP Course, 2020-21	Fargo, ND	Nov-19	7
Appraisal Foundation (McKissock)			
7-Hour National USPAP Course, 2018-19	Online	Dec-17	7
7-Hour National USPAP Course, 2016-17	Online	Dec-15	7
North Dakota Real Estate Appraisers Board			
ND Training Course for Supervising Appraisers and Apprentice Appraisers	Bismarck, ND	Dec-15	4
7-Hour National USPAP Course, 2014-15	Bismarck, ND	Dec-13	7
7-Hour National USPAP Course, 2012-13	Bismarck, ND	Dec-11	7
7-Hour National USPAP Course, 2010-11	Bismarck, ND	Feb-10	7
7-Hour National USPAP Course, 2008-09	Bismarck, ND	Feb-08	7
PR Institute of Evaluators			
Expropriation and Property Rights	San Juan, PR	Aug-99	5
Legal Aspects in the Valuation of Leased Properties	San Juan, PR	Mar-92	2
American Institute of Certified Public Accountants			
Introduction to Business Valuations and Professional Practices	San Juan, PR	Sep-98	8
An Engagement Approach to Researching, Evaluating & Understanding the Co.	San Juan, PR	Sep-98	8
National Highway Institute – FHWA- US Dept of Transportation			
141053 Foundations of Federal-Aid Highway Program Appraisals	Online	Apr-20	7
141045 Real Estate Acquisition under the Uniform Act	Online	Apr-20	6
141047 Local Public Agency Real Estate Acquisition	Online	Apr-20	6
141043 Appraisal for Federal-Aid Highway Programs	Pierre, SD	Apr-15	12
141044 Appraisal Review for Federal-Aid Highway Programs	Pierre, SD	Apr-15	6
Organization of Real Estate Professionals (OREP)			
FHA Appraisal Standards	Online	Dec-21	7
Appraisal Adjustments II: Solving Complex Problems	Online	Mar-20	7
How to Support and Prove your Adjustments	Online	Feb-20	7
How to Raise Appraisal Quality and Minimize Risk	Online	Feb-20	7

Other Courses and Seminars

UASFLA (ASFMRA)	Deadwood, SD	Oct-23	23
7-Hour National USPAP Course, 2022-23 (McKissock)	Online	Dec-21	7
Analyzing Market Conditions (Trans-America Institute of Professional Studies)	Bismarck, ND	Jun-09	7
Income Approach (ASFMRA)	Fargo, ND	Mar-09	8
Oil, Gas, and Mineral Law (Half Moon, LLC)	Bismarck, ND	Oct-08	6
Total Hours			**1,217**

List of trials in which Appraiser Jorge L. Pagan testified as an Expert Witness:

Civil Case No.: 30-2019-CV-00322 Morton County
Mitzel Contractors, Inc. (Plaintiff) v. Eddy Mitzel (Defendant) v. Leeroy Mitzel, et. al. (3rd-Party Defendants)
Trial dates: January 19, 2023 to January 27, 2023

Civil Case No.: 28-2022-CV-94 McLean County
Larry and Constance Rime (Plaintiff) v. Travis Inglehart (Defendant)
Trial dates: January 9, 2023 to January 10, 2023

Civil Case No.: 51-2021-CV-01153 Ward County
City of Minot (Plaintiff) v. D & S Rentals II, LLC (Defendant)
Trial dates: June 7, 2022 to June 8, 2022

Civil Case No.: 51-2019-CV-00511 Ward County
City of Minot (Plaintiff) v. Paul Miller, et al. (Defendant)
Trial dates: September 17, 2020 to September 18, 2020

Civil Case No.: 08-2018-DM-00380 Burleigh County
Wade Felton (Plaintiff) v. Kathryn Felton (Defendant)
Trial dates: February 21, 2019 to February 22, 2019

Civil Case No.: 09-2017-CV-01047 Cass County
City of Fargo (Plaintiff) v. Karen Wieland (Defendant)
Trial dates: December 4, 2018 to December 6, 2018

Civil Case No.: 51-2017-CV-01022 Ward County
Sidney William Belzer and Denese Lynn Belzer (Plaintiff) v. City of Minot (Defendant)
Trial dates: July 17, 2018 to July 18, 2018

Civil Case No.: 09-2017-CV-00653 Cass County
City of Fargo (Plaintiff) v. Gary M. Cavett, et al. (Defendant)
Trial dates: June 25, 2018 to June 29, 2018

Civil Case No.: 31-2013-CV-00105 Mountrail County
North Dakota Department of Transportation (Plaintiff) v. Wayne Stubstad, et. al. (Defendant)
Trial dates: October 13, 2015 to October 14, 2015

Civil Case No.: 31-2013-CV-0094 Mountrail County
North Dakota Department of Transportation (Plaintiff) v. Steven Barth Pennington, et al. (Defendant)
Trial dates: April 21, 2015 to April 22, 2015

Civil Case No.: 09-2011-CV-03001 Cass County
North Dakota Department of Transportation (Plaintiff) v. WR Properties LLCP (Defendant)
Trial dates: May 21, 2013 to May 22, 2013

The appraiser has testified as an expert witness in the District Courts of San Juan and Carolina, United States Commonwealth of Puerto Rico and in administrative appeals at the City of Minot and Burleigh County, North Dakota. Appointed as a referee for a real estate matter at the NE Judicial District Court, North Dakota.

Publications:

None

QUALIFICATION DATA – TERI A. SCHERR

Education

Bachelor of Business Administration – Management and Marketing Concentrations
Colorado Mesa University, Grand Junction, Colorado

State Licenses and Certifications

Certified General Real Property Appraiser
Permit No. CG-21753, State of North Dakota

Notary Public, State of North Dakota
Commission expires on 11/02/2026

Professional Experience

Real Property Appraiser
Appraiser Jorge Pagan
Bismarck, North Dakota
July 2013 – Present

Real Estate Agent
Bianco Realty, Inc.
Bismarck, North Dakota
Jan. 2006 – Dec. 2013

Realty Officer
North Dakota Department of Transportation
Bismarck, North Dakota
Sept. 2010 – July 2013

Title Chainer
American Title
Eugene, Oregon
Dec. 2004 – Nov. 2005

Specialized and Continuing Education

Over 425 hours of specialized appraisal courses and seminars were taken through the Appraisal Institute and others.

Type of Real Estate Appraisal Experience

Agricultural and Commercial Properties, Single and Multi-Family Residential Properties, Apartments, Office Buildings, Industrial Properties, Proposed Residential Subdivisions, and Special Purpose Properties.

Appraisal Institute Courses	**Location**	**Date**	**Hours**
General Appraiser Market Analysis & Highest and Best Use	Online	Nov-16	30
General Appraiser Report Writing & Case Studies	Online	Nov-16	30
General Appraiser Site Valuation & Cost Approach	Online	Aug-16	30
General Appraiser Income Approach Part 2	Fargo, ND	Dec-14	30
General Appraiser Income Approach Part 1	Fargo, ND	Oct-14	30
Statistics Modeling and Finance	Fargo, ND	Sep-14	15
General Appraiser Sales Comparison Approach	Online	Jul-14	30
Basic Appraisal Procedures	Online	May-13	30
15-Hour National USPAP	Online	Apr-13	15
Basic Appraisal Principles	Online	Feb-13	30
Appraisal Foundation (McKissock)			
7-Hour National USPAP Course, 2018-19	Online	Dec-18	7
7-Hour National USPAP Course, 2020-21	Online	Dec-20	7
7-Hour National USPAP Course, 2022-23	Online	Nov-22	7
The Basics of Expert Witness for Commercial Appraisers	Online	Dec-22	7
Complex Properties: The Odd Side of Appraisal	Online	Dec-22	7
Best Practices for Completing Bifurcated and Hybrid Appraisal	Online	Dec-22	3
Introduction to Expert Witness Testimony for Appraisers: To Do or Not to Do	Online	Dec-22	4
7-Hour National USPAP Course, 2024-25	Online	Nov-23	7
Other Courses and Seminars			
Foundations of Federal-Aid Highway Program Appraisals	Online	Oct-23	7
Uniform Appraisal Standards for Federal Land Acquisitions Yellow Book (ASFMRA)	Deadwood, SD	Oct-23	23
Eminent Domain (ASFMRA)	Denver, CO	Mar-20	22
The Valuation of Partial Acquisitions (IRWA)	Rapid City, SD	Dec-18	32
Teaching Appraisal Techniques (State Tax Commissioner)	Bismarck, ND	May-14	30
Real Estate Acquisition under the Uniform Act (NHI)	Online	Mar-18	6
Total Hours			**439**

List of Trials:

None

Publications:

None

North Dakota Real Estate Appraiser Qualifications and Ethics Board

Jorge L Pagan

Is fully qualified
in the State of North Dakota as A

Certified General Appraiser
ND Permit Number: CG-2604

Date of Issuance: 01/01/2025
Expiration Date: 12/31/2025

Unless sooner suspended or revoked, as provided by law.

Appraiser Signature

North Dakota Real Estate Appraiser Qualifications and Ethics Board

Teri A. Scherr

Is fully qualified
in the State of North Dakota as A

Certified General Appraiser
ND Permit Number: CG-21753

Date of Issuance: 01/01/2025
Expiration Date: 12/31/2025

Unless sooner suspended or revoked, as provided by law.

Teri Scherr
Appraiser Signature

PURCHASE AGREEMENT ADDENDUM

This Addendum made this _____ day of _____, 2025, between Duane Brekke and Jeanne Brekke, hereinafter "Seller" and the City of Minot, a North Dakota municipal corporation, hereinafter "City."

The parties entered into a Purchase Agreement dated August 4, 2025 wherein the Seller agreed to sell and the City agreed to purchase the properties located at 1310 Burdick Expy E, 401 13th St SE, 405 13th St SE, 409 13th St SE, and 413 13th St SE, Minot, ND 58701.

The parties wish to amend the terms of the Purchase Agreement to allow an advance of the Purchase Price stated in the Purchase Agreement.

Seller has requested an advance of the Purchase Price to be paid as set forth in the Purchase Agreement. The City agrees to advance the sum of $800,000 as a portion of the Purchase Price with the remaining balance of the Purchase Price paid in accordance with the terms of the Purchase Agreement. As consideration for the advance of a portion of the Purchase Price by the City, Sellers agree to execute and deliver to the City a warranty deed for the property described herein to be held by the City until the Closing Date. If the Seller refuses or fails to close the sale of the property to the City, the City may record the warranty deed after the Closing Date upon tender of the remaining balance of the Purchase Price to the Seller.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand on the _____ day of _____, 2025.

CITY OF MINOT, a North Dakota municipal corporation

By: _____
Mark Jantzer, Its Acting Mayor

By: _____
David Lakefield, Its Finance Director

Duane Brekke
_____
Duane Brekke

Jeanne Brekke
_____
Jeanne Brekke

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between Duane Brekke and Jeanne Brekke, whose post office address is 3507 13th St SW, MINOT, ND 58701, hereinafter called "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter called "City."

WITNESSETH, that the Seller agrees to sell and the City agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by the Seller and located in the County of Ward, State of North Dakota, to-wit:

LENOX PARK ADDITION LOTS 123 & 124 PLUS 1/2 VAC ALLEY ON SOUTH & 1/2 VAC ALLEY ON EAST, LENOX PARK ADDITION LOT 125, LENOX PARK ADDITION LOT 126; LENOX PARK ADDITION LOT 127, LENOX PARK ADDITION LOT 128

Street Address:	1310 Burdick Expy E; 401 13th St SE; 405 13th St SE; 409 13th St SE; 413 13th St SE
Tax Parcel ID:	MI19.213.000.1240;MI19.213.000.1250;MI19.213.000.1260; MI19.213.000.1270;MI19.213.000.1280
File No.:	7003

Notwithstanding any other provision of this Purchase Agreement, City shall have no obligation to purchase the Property, and no transfer of title to the City may occur, unless and until the City has received a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the Property by City may proceed. Upon receipt of the written determination and approved release of funds and subject to other terms and conditions of this Purchase Agreement, the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. City shall use its best efforts to ensure environmental review of the property is concluded expeditiously.

In further consideration of the covenants and obligations contained herein, the parties agree as follows:

PURCHASE PRICE. The purchase price for all of the Seller's right, title and interest in the Property shall be One Million and One Thousand and 00/100 Dollars ($1,001,000),($171,500 Land, $829,500 Structure), payable at Closing, which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9. Except as otherwise provided herein, the Seller shall receive no other compensation from the City for the Seller's right, title, and interest in the Property.

Notwithstanding the foregoing, Seller may be entitled to benefits and assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N D C C* § 54-01.1.

2. ABSTRACT AND TITLE INSURANCE. Prior to Closing, Seller shall provide the City possession of an abstract of title or title insurance policy showing marketable title of the Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by the City. In the event that Seller is unable to deliver an existing abstract or title insurance policy to the City, the cost of creating a new abstract or acquisition of title insurance shall be paid by the City. Seller shall pay all costs required to perfect its title to the property. Seller agrees to cooperate with the City and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon Closing, all abstracts and title insurance policies shall become the property of the City.

If Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to the Seller, then this agreement may be terminated at the option of the City, except that the City may waive defects and elect to close the purchase.

3. DEED. Seller shall, on full compliance by City with the promises herein, execute and deliver to City a Warranty Deed, in recordable form, conveying marketable title free from all encumbrances, except the following:

A. Conditions, covenants, restrictions, limitations, terms, easements, and declarations of record;

B. Taxes, general and/or special assessments, not yet certified for collection;

C. Facts that a survey or personal inspection of the property will disclose;

D. All zoning regulations and ordinances;

E. Covenants required by federal, state or local authorities as a result of the acquisition of the property.

4. CLOSING DATE. This transaction shall be finally closed and a Warranty Deed as required herein delivered to the City at a date mutually agreed to by the parties but in no event later than 90 days after the date thereof.

5. POSSESSION. City shall be entitled to possession of the Property at the Closing. The City shall be entitled to receipt of all rents and profits from the Property after closing.

6. INSPECTION OF PROPERTY. City shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to Closing. Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this agreement.

7. REMOVAL OF PERSONAL PROPERTY. Prior to the Closing Date, Seller at its own expense shall remove all personal property which Seller wishes to retain. Also, prior to or on the Closing Date, Seller shall execute and deliver to the City the Certificate of Removal of Personal Property attached as Exhibit "A." Any personal property remaining in the structure at the time of Closing will become the property of the City.

8. NO HOLDOVER PERIOD FOR OCCUPANTS. Seller shall ensure that it and all other current occupants vacate the Property at the Closing Date.

9. PURCHASE PRICE DEDUCTIONS. Prior to disbursing payment to the Seller, City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document, to pay taxes, assessments, mortgages, liens and acquisition of other parties' outstanding interests in the Property.

10. STATUS QUO MAINTAINED. Except as otherwise authorized by City, the Property shall be preserved in its present condition and Seller shall deliver it intact at the time of closing. In the event salvage is authorized, the replacement value of the salvaged items will be deducted from the Purchase Price stated in paragraph 1. All risk of loss or damage to the Property is on Seller until closing. Prior to closing, Seller shall promptly give written notice to the City of any salvage, loss or damage to the Property. In the event of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to terminate this agreement effective immediately. However, in the case of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to: (1) take possession of the Property upon completion of the terms and obligations of this Purchase Agreement; (2) terminate this agreement effective immediately; or (3) renegotiate the Purchase Price.

11. UTILITIES. Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by City.

12. TAXES. Seller shall pay a pro-rata share of taxes on the Property through date of closing and all unpaid taxes for prior years.

13. SPECIAL ASSESSMENTS. Seller agrees to pay any and all unpaid special assessments including but not limited to any uncertified balance of special assessments.

14. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

15. LEASES. Seller represents and warrants to City that, except as stated herein, there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. Seller shall hold harmless and indemnify City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property except as listed below:

Tenant Name	Tenant Phone #	Lease Date	Lease Beginning Date	Lease Ending Date
1.				
2.				
3.				
4.				

If the Property or any portion thereof is leased to a third party, such third party tenant or occupant may be eligible for benefits or assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N D.C C* § 54-01.1. The City and/or its agents, contractors or representatives will be contacting tenants or occupants to provide information and notices as may be required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N D C C* § 54-01.1, including, but not limited to, notices that the tenant or occupant must permanently relocate from the Property. Consequently, tenants or occupants might move from the Property prior to the Closing Date. Seller agrees to allow such tenants to move from the Property without penalty and will not consider such move

as a breach of any lease, rental or occupancy agreement which Seller may have with the tenant or occupant.

If any tenant or occupant should move out of the Property after the date of this agreement, Seller agrees not to lease or rent such vacated unit to any other person or otherwise allow any occupancy of such vacated unit. Other than the consideration stated in paragraph 1, Seller shall not receive any additional payment, consideration or compensation for loss of rent or reimbursement of any expenses related to any vacancies.

Seller's Initials DB JMB

16. APPROVAL OF COURT. If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of Purchase Price, unless declared unnecessary by the City. If court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of an order approving the sale.

17. ENVIRONMENTAL MATTERS.

A. Environmental Representations and Warranties. For purposes of this agreement, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 6901 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance" or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as

"Environmental Laws"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons. To the best of Seller's knowledge, Seller hereby represents and warrants to City that:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites or underground storage tanks located in, on or about the Property;

(2) There is and has been no hazardous waste or hazardous substance stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;

(3) At no time have any federal or state hazardous waste or hazardous substance cleanup funds been expended with respect to any of the Property;

(4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous waste or hazardous substance coming in contact with the Property;

(5) Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the North Dakota Department of Health, or any other governmental agency with authority under any environmental laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste or hazardous substance on the Property, or any violation of any environmental laws; and

(6) Neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing. In addition, the foregoing representations and warranties and the indemnification provisions in this agreement shall not be affected by any study, investigation, or inspection of the property by the City or any agent of the City.

B. Environmental Indemnification. Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property, or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the Property, Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City in its sole and unrevocable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may terminate this agreement effective immediately.

Seller's Initials

DB JMB

18. LIQUIDATED DAMAGES FOR SELLER DEFAULT. Should the Seller default in completing the terms and conditions of this Purchase Agreement, Seller agrees to pay the sum of Two Thousand Five Hundred and no/100 dollars ($2,500.00) as liquidated damages or the City, at City's option, may pursue an action for specific performance of this agreement. In establishing the amount of liquidated damages, the undersigned Seller and City specifically acknowledge that actual damages resulting from Seller's breach are impractical or extremely difficult to ascertain.

Seller and City have made a reasonable endeavor to fix a fair and reasonable compensation for Seller's breach and that the amount thus established is acknowledged by both Seller and City to bear a reasonable relation to probable damages and is not disproportionate to any damages that could reasonably be anticipated to be suffered by City in event of Seller's default.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.

20. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

21. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22. NO COMMISSION. Each party hereto represents to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

23. ENTIRE AGREEMENT. This Purchase Agreement contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth in this agreement.

24. MODIFICATION. No modification of this agreement shall be valid or binding unless the modification is in writing, duly stated and signed by both parties.

25. EXHIBITS. Exhibit "A" (Certificate of Removal of Personal Property), Exhibit "B" (Bill of Sale), Exhibit "C" (Affidavit of Sellers) are attached hereto and by this reference made a part hereof.

26. SURVIVAL. The obligations and covenants of this Purchase Agreement, specifically, but not limited to, paragraphs 15, 17, 18, 23 and 25 shall survive the closing of the sale and any transfer of title to the property to the City.

The City hereby agrees to purchase the Property described in this agreement for the price and on the terms and conditions set forth in this agreement.

CITY OF MINOT, a North Dakota
municipal corporation

_____

By: Mark Jantzer, Acting Mayor

_____

By: David Lakefield, Its Finance Director

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of _____, 2025, before me, a Notary Public within and for said County and State, personally appeared Mark Jantzer, Acting Mayor and David Lakefield, Finance Director, known to me to be the persons described in and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same on behalf of the City of Minot.

_____

Notary Public

Seller hereby agrees to sell the above-described Property at the price and on the terms and conditions set forth in this agreement.

Duane Brekke

Duane Brekke
Social Security No. [redacted]

Jeanne Brekke

Jeanne Brekke
Social Security No. [redacted]

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm
Notary Public

EXHIBIT "A"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

Duane Brekke and Jeanne Brekke, hereby state(s) that I/we have removed all wanted personal property, equipment, furnishings and appliances from the site at 1310 Burdick Expy E; 401 13th St SE; 405 13th St SE; 409 13th St SE; 413 13th St SE, Minot, ND. I/we further declare that any and all personal property remaining on the premises is hereby abandoned and I/we relinquish any further claim or interest thereto.

This document shall be effective as of the date of closing.

Duane Brekke

Duane Brekke

Jeanne Brekke

Jeanne Brekke

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Heidi Wilhelm

Notary Public

EXHIBIT "B"

BILL OF SALE

Duane Brekke and Jeanne Brekke, hereinafter the "Seller", for good and valuable consideration, receipt of which is hereby acknowledged, do hereby sell, convey, assign, transfer and release to the City of Minot, North Dakota, all the Seller's right, title and interest in all fixtures, improvements, furnishings, appliances and personal property located on the premises at 1310 Burdick Expy E; 401 13th St SE; 405 13th St SE; 409 13th St SE; 413 13th St SE, Minot, ND and legally described as:

LENOX PARK ADDITION LOTS 123 & 124 PLUS 1/2 VAC ALLEY ON SOUTH & 1/2 VAC ALLEY ON EAST; LENOX PARK ADDITION LOT 125; LENOX PARK ADDITION LOT 126; LENOX PARK ADDITION LOT 127; LENOX PARK ADDITION LOT 128, MINOT, WARD COUNTY, NORTH DAKOTA

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building improvements, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants except:

This document shall be effective as of the date of closing.

DATED this 24 day of July, 2025.

Duane Brekke

Duane Brekke

Jeanne Brekke

Jeanne Brekke

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm
Notary Public

EXHIBIT "C"

AFFIDAVIT OF SELLER(S)

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

I/We, being first duly sworn on oath, depose and say:

That I am of legal age and am the Seller (or one of the Sellers) of that real property described as:

LENOX PARK ADDITION LOTS 123 & 124 PLUS 1/2 VAC ALLEY ON SOUTH & 1/2 VAC ALLEY ON EAST, LENOX PARK ADDITION LOT 125; LENOX PARK ADDITION LOT 126, LENOX PARK ADDITION LOT 127, LENOX PARK ADDITION LOT 128, MINOT, WARD COUNTY, NORTH DAKOTA

That I am now (together with other Sellers, if any) in possession of said property (or was in possession of said property until possession was delivered by the Purchaser(s) in this transaction, and no other persons (except other Sellers or the Purchaser(s)) are in possession of said property, except as disclosed below;

That there are no unrecorded contracts for deed, leases, rental agreements, repair or construction orders or agreements, or any other contracts or agreements affecting that property, except the listing and sale agreements which are a part of this transaction, and those further agreements disclosed below;

That there have been no labor or materials furnished to said premises during the last ninety (90) days for which full payment has not been made, and there are no contested or unpaid bills for materials or labor for improvements or repairs to the property, except as stated below;

That I have inspected the property and to the best of my knowledge and belief, there are no easements, or claims of easements which are not shown by the public records, and that there are no discrepancies, conflicts in boundary lines, shortages in area or encroachments which are not shown by the public records, except as stated below;

That there are no bankruptcy or divorce proceedings, nor any other actions in county, state or federal courts, nor any tax lien proceedings, pending or in progress

against or involving me (nor, to my knowledge, any other buyer), except as stated below; and,

That any judgments, bankruptcy proceedings, or tax liens of record against parties with the same or similar names are not against me, except as stated below.

Statement of exceptions: [list all exceptions here] _____
_____.

This Affidavit is made for the purpose of inducing a title insurance company to issue an Owner's Policy of Title Insurance on the premises without exception to rights of parties in possession, mechanics' and materialmen's lien claims, easements or claims of easements, discrepancies, conflicts in boundary lines, shortages in area, or encroachments, which do not appear of record.

Duane Brekke
Duane Brekke

Jeanne Brekke
Jeanne Brekke

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Heidi Wilhelm
Notary Public

TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney
David Lakefield, Finance Director

DATE: August 4, 2025

SUBJECT: **SALES TAX ORDINANCE AMENDMENT - PUBLIC SAFETY AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council review the three ordinances attached and provide direction to City staff. If the Council would like to select and pass an ordinance on first reading with amendments, staff can make those amendments and present the final draft at second reading.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

At the July 21, 2025, City Council meeting, the City Council directed City staff to draft an ordinance amending the allocation of the first penny sales tax relating to property tax relief, economic development, and public improvements ("second half of the first penny") and dedicate that 1/2 cent to 'Fire Responders' (fire and police), essential city services, and flood control. Discussion on the motion was that the remaining 50% of the first penny ("first half of the first penny") dedicated to permanent flood control projects is to remain unchanged.

B. Proposed Project

Attached are three draft ordinances for the Council's consideration. While all three options amend Minot City Ordinance Section 28-1/2-108 (Dedication of Tax Proceeds) of Chapter 28-1/2 (Taxation, Article IV - Sales and Use Taxes, First Penny) to allow the tax collected from the second half of the first penny to finance public safety expenses - they vary in flexibility for use of those funds.

Option 1 consolidates subparagraphs 2, 3, and 4 of Minot City Ordinance Section 28-1/2-108 into one subparagraph, and dedicates the second half

of the penny to public safety expenses, core city services, and flood control.

Option 2 also consolidates subparagraphs 2, 3, and 4 of Minot City Ordinance Section 28-1/2-108 into one subparagraph, but dedicates the second half of the penny to public safety expenses.

Option 3 preserves the present 25/15/10 allocation language in subparagraphs 2, 3, and 4 of Minot City Ordinance Section 28-1/2-108, but gives the option to also use those funds for public safety expenses.

C. Recommendation Detail

Option 1 aligns with the motion made at the Council's July 21st meeting. If the Council elects this option, staff encourages the Council to provide direction on what they consider to be "core city services" so we can draft a definition for the ordinance on second reading.

Option 2 also consolidates subparagraphs 2, 3, and 4 of Minot City Ordinance Section 28-1/2-108 into one subparagraph, but dedicates the second half of the penny to public safety expenses *only* - i.e., "core city services and flood control" are removed as options.

Option 3 is an option staff drafted for the City Council to consider as a more flexible alternative to the original motion. This option would preserve the Council's ability to use the second half of the first penny for the purposes presently set forth in the ordinance (capital improvements, economic development, property tax relief, flood control) - but add public safety expenses to the list of items the City Council can fund with the sales tax.

Staff notes Council's motion at the last meeting used the term 'First Responder.' Staff suggests using the term 'Public Safety' to describe the expenses because it is clearly defined by Government Accounting Standards Board (GASB) regulations. In practice, if GASB should change their definition of 'Public Safety', then the City's definition would also change at the same time as the GASB definition. Council is welcome to provide an alternate definition - or direct staff to use the term 'First Responder' as used in discussion at the Council's July 21st meeting. If the Council would prefer the term 'First Responder' be used in the ordinance, staff encourages the Council to provide direction on which staff would be considered 'First Responders' and if they would be limited to city staff/departments, or if it would be expanded to include 'First Responders' associated with other political subdivisions (ex: Rural Fire, Ward County, etc.).

IV. IMPACT

A. Aspirations

Identifying and securing an additional funding source for public safety aligns with the Council's 'Resilient and Prepared' aspiration.

B. Service/Delivery Impact:
An additional funding source for public safety will help finance their needs.

C. Fiscal Impact
The 15% Economic Development portion of the first penny will have a fiscal impact. The other 35%, Public Improvements and Property Tax Relief, could result in cuts to other projects or has already been allocated to the general fund budget.

Project Costs
Estimated at approximately $6,000,000 for 50% of the first penny allocation.

Project Funding
Staff has yet to identify specific projects to fund with the sales tax, but understands that the police and fire departments generally want to use the funds for fleet improvements and replacements, maintenance, satisfying concerns identified in the CPSM study, and funding new personnel.

VI. ALTERNATIVES

Alternative 1: Council can offer amendments to one of the three options presented to City staff;
Alternative 2: Council can decline to amend the first penny sales tax ordinance.
Alternative 3: Council can provide further direction to City staff.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REENACTING SECTION 28 ½ -108 (DEDICATION OF TAX PROCEEDS) OF CHAPTER 28 ½ (TAXATION), ARTICLE IV (SALES AND USE TAXES, FIRST PENNY), RELATING TO A RE-ALLOCATION OF SALES AND USE TAX TO AUTHORIZE USE OF SALES TAXES FOR PUBLIC SAFETY EXPENSES

WHEREAS, the City of Minot is a political subdivision and home rule city in North Dakota with powers and authority pursuant to its Home Rule Charter and Title 40 of the North Dakota Century Code, including N.D.C.C. § 40-05.1-06; and

WHEREAS, the City of Minot has previously amended its Home Rule Charter to explicitly authorize imposition of a sales and use tax; and

WHEREAS, the City of Minot now wishes to amend section 28½ -108 to allow up to fifty (50) percent of the dedicated tax proceeds to finance public safety expenses; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA:

§1. That Section 28 ½-108 (Dedication of Tax Proceeds) of in Chapter 28 ½ (Taxation), Article IV (Sales and Use Taxes, First Penny) is amended and reenacted as follows:

Sec. 28½-108. Dedication of Tax Proceeds.

The proceeds of the taxes authorized under this Ordinance shall be placed in a separate fund, which shall be dedicated exclusively as follows:

(1) Fifty (50) percent thereof shall be expended on permanent flood control projects;

(2) <u>Fifty (50) percent shall be expended on public safety expenses, core city services, and flood control</u>.

Proceeds from the tax imposed pursuant to this Article may be used to make direct payment for costs described hereinabove or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs without submitting the question of such issuance to the voters of the City.

'Public Safety' for purposes of this ordinance shall have the same definition as set forth in the Government Accounting Standards Board regulations.

§2. **Effective Date.** This Ordinance shall become effective January 1, 2026 upon final passage and approval.

PASSED ON FIRST READING:

PASSED ON SECOND READING:

ATTEST:

APPROVED:

_____

Mikayla McWilliams, City Clerk

_____

Mark Jantzer, Interim Mayor

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REENACTING SECTION 28 ½ -108 (DEDICATION OF TAX PROCEEDS) OF CHAPTER 28 ½ (TAXATION), ARTICLE IV (SALES AND USE TAXES, FIRST PENNY), RELATING TO A RE-ALLOCATION OF SALES AND USE TAX TO AUTHORIZE USE OF SALES TAXES FOR PUBLIC SAFETY EXPENSES

WHEREAS, the City of Minot is a political subdivision and home rule city in North Dakota with powers and authority pursuant to its Home Rule Charter and Title 40 of the North Dakota Century Code, including N.D.C.C. § 40-05.1-06; and

WHEREAS, the City of Minot has previously amended its Home Rule Charter to explicitly authorize imposition of a sales and use tax; and

WHEREAS, the City of Minot now wishes to amend section 28½ -108 to allow up to fifty (50) percent of the dedicated tax proceeds to finance public safety expenses; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA:

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Sec. 28½-108. Dedication of Tax Proceeds.

The proceeds of the taxes authorized under this Ordinance shall be placed in a separate fund, which shall be dedicated exclusively as follows:

(1) Fifty (50) percent thereof shall be expended on permanent flood control projects;

(2) <u>Fifty (50) percent shall be expended on public safety expenses</u>.

Proceeds from the tax imposed pursuant to this Article may be used to make direct payment for costs described hereinabove or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs without submitting the question of such issuance to the voters of the City.

'Public Safety' for purposes of this ordinance shall have the same definition as set forth in the Government Accounting Standards Board regulations.

§2. **Effective Date.** This Ordinance shall become effective January 1, 2026 upon final passage and approval.

PASSED ON FIRST READING:

PASSED ON SECOND READING:

ATTEST:

APPROVED:

_____

Mikayla McWilliams, City Clerk

_____

Mark Jantzer, Interim Mayor

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REENACTING SECTION 28 ½ -108 (DEDICATION OF TAX PROCEEDS) OF CHAPTER 28 ½ (TAXATION), ARTICLE IV (SALES AND USE TAXES, FIRST PENNY), RELATING TO A RE-ALLOCATION OF SALES AND USE TAX TO AUTHORIZE USE OF SALES TAXES FOR PUBLIC SAFETY EXPENSES

WHEREAS, the City of Minot is a political subdivision and home rule city in North Dakota with powers and authority pursuant to its Home Rule Charter and Title 40 of the North Dakota Century Code, including N.D.C.C. § 40-05.1-06; and

WHEREAS, the City of Minot has previously amended its Home Rule Charter to explicitly authorize imposition of a sales and use tax; and

WHEREAS, the City of Minot now wishes to amend section 28½ -108 to allow up to fifty (50) percent of the dedicated tax proceeds to finance public safety expenses; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA:

§1. That Section 28 ½-108 (Dedication of Tax Proceeds) of in Chapter 28 ½ (Taxation), Article IV (Sales and Use Taxes, First Penny) is amended and reenacted as follows:

Sec. 28½-108. Dedication of Tax Proceeds.

The proceeds of the taxes authorized under this Ordinance shall be placed in a separate fund, which shall be dedicated exclusively as follows:

(1) Fifty (50) percent thereof shall be expended on permanent flood control projects;

(2) Twenty-five (25) percent thereof shall be expended for the construction, operation, and maintenance of Minot area capital improvements, including but not limited to street, systems, sewer systems, water systems, airport, libraries, landfills, auditoriums, arenas, flood control, public safety improvements, etc. <u>or to finance public safety expenses</u>;

(3) Fifteen (15) percent shall be expended either (1) on permanent flood control projects; (2) for creation of jobs

through retaining and expanding commercial, industrial, agricultural, recreational and educational activities in the Minot area with said expenditures to be governed by the applicable criteria imposed by the MAGIC Fund Committee and Minot City Council; (3) for City of Minot economic development activities to be approved by the Minot City Council; or (4) for any combination of (1), (2), and/or (3) or to finance public safety expenses;

(4) Ten (10) percent shall be expended to provide property tax relief through annual appropriations to pay previously authorized debt retirement mill levies for highway projects or to pay other statutorily authorized mill levies or to finance public safety expenses.

Proceeds from the tax imposed pursuant to this Article may be used to make direct payment for costs described hereinabove or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs without submitting the question of such issuance to the voters of the City.

'Public Safety' for purposes of this ordinance shall have the same definition as set forth in the Government Accounting Standards Board regulations.

§2. **Effective Date.** This Ordinance shall become effective January 1, 2026 upon final passage and approval.

PASSED ON FIRST READING:

PASSED ON SECOND READING:

ATTEST:

APPROVED:

_____

Mikayla McWilliams, City Clerk

_____

Mark Jantzer, Interim Mayor

TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 4, 2025

SUBJECT: **CONCUR ON PURCHASE PRICE FOR FLOOD BUYOUT AT 420 15TH ST SE FOR $1,300,000**

I. RECOMMENDED ACTION

It is recommended City Council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot Policy and Procedures for Involuntary Acquisition includes a provision that any negotiated purchase price for flood buyouts under these guidelines where the purchase price exceeds fifteen percent (15%) and $15,000 from the initial purchase price offer made by the City shall go to the Council before a closing can take place. This procedure is not a requirement under the HUD rules or the provisions of the Federal Uniform Relocation Act but, rather, was instituted as a city policy in 2015. In terms of a negotiated purchase price, one Federal requirement is, to meet the standards of necessary and reasonable, a negotiated purchase price above the original offer cannot exceed the typical average cost if an acquisition had to go through an Eminent Domain proceeding. In Eminent Domain cases, residents may be awarded compensation for legal fees, providing a cap meeting the Federal requirement for necessary and reasonable.

B. Proposed Project

The independent appraised value originally set for this property was $1,130,000, which, per federal requirements, was the initial offer made to the property owner. The foremost goal in all these flood buyout negotiations is to reach an amicable purchase price to avoid an Eminent Domain court decision. To date, there have only been a handful of instances where the City has been compelled to secure eminent domain court decisions and in both cases it was the result of the property owners of record being totally unresponsive to numerous communications and court filings. As a result of successful negotiations with the

property owner in this matter, we have reached agreement on a purchase price of $1,300,000, which is below the cap to meet HUD's requirement of a necessary and reasonable cost. However, the purchase price is twenty-one percent (15%) above the initial offer and is more than $15,000 above the original offer. HUD also requires, in such situations, that an "Administrative Settlement" memorandum become part of the acquisition file which is signed by me (the draft document is attached).

C. Recommendation Detail

Staff recommends Council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The acquisition of the property is necessary to support flood control and mitigation projects. Reaching a mutual agreement on the purchase price avoids court proceedings through the eminent domain process.

C. Fiscal Impact

The acquisition of the property is necessary to support flood control and mitigation projects. Reaching a mutual agreement on the purchase price avoids court proceedings through the eminent domain process.

Project Costs

$1,300,000

Project Funding

State Water Commission Dollars

VI. ALTERNATIVES

Council could not authorize the Mayor to assign the Purchase Agreement. By doing so, staff would renegotiate an offer to the property owner. If the City and the property owner fail to agree on a price, eminent domain proceedings could occur. The City could potentially be responsible for any legal fees incurred by the property owner.

To: Minot City Council

From: Chris Plank, NDR Grant Manager

Date: July 24, 2025

Subject: Justification for Administrative Settlement: 420 15th St SE - Brekke

A counteroffer has been presented by the property owner, Duane Brekke for the purchase of Parcel MI 19.B81.000.0010; Property Addresses of 420 15th St SE, Minot, ND 58701 and the Legal Description: LENOX PARK 2ND ADDN LOT 1

As a result of negotiations, the property owner has agreed to a purchase price of $1,300,000. This amount represents an increase of $170,000, or 15%, over the approved appraised value of $1,130,000. The Date of Value of the appraisal by Jorge L. Pagan, MAI, was 2/18/2025.

Administrative Settlements are included in the Uniform Relocation Assistance and Real Property Acquisition Act (URA), 49 CFR Part 24, Section 24.102(i), and provide that the purchase price for the property may exceed the amount offered as just compensation when such administrative settlement is reasonable, prudent and in public interest. The administrative settlement may consider trial risks and costs and is an alternative to judicial resolution and unnecessary litigation which may cause congestion in the courts.

If the City were to accept $1,300,000 for the purchase of the property at 420 15TH St SE, Minot, ND 58701, it would be in accordance with the foregoing provisions of the URA. The primary factor for the City to accept the negotiated price is to consider the costs it would incur when it decides to pursue the purchase of the property through a condemnation action. When the City determines that the property is required for future use and would proceed to condemn the property, the trial risks and associated costs could be substantial. Beyond the risks of jury awarding the property owners, North Dakota Eminent Domain law would require the City to pay the property owners' litigation expenses, in addition to the City's own fees and costs for legal counsel and experts for pre-trial and trial proceedings

Based on the foregoing, and the risks and costs of legal proceedings, the purchase price in the amount of $1,300,000 for the property at 420 15th St SE Minot, ND 58701, is reasonable and justified. Acceptance by the City would also demonstrate that the City of Minot is willing to work with property owners to reach a settlement that is beneficial to all parties.

It is, therefore, my recommendation that the City of Minot accept the purchase price in the amount of $1,300,000 for 420 15th St SE.

APPRAISAL REPORT

Multi-use property located at 420 15th Street SE,
Minot, Ward County, North Dakota

Date of the Report:
February 18, 2025

Effective Date of Value:
November 22, 2024

Prepared by:
Jorge L. Pagan, MAI, CCIM, R/W-AC
Certified General Appraiser
NDCG-2604

Teri Scherr
Certified General Appraiser
NDCG-21753

Prepared for:
CDM Smith Minot Disaster Recovery Services
1600 2nd Avenue SW, Suite 27
Minot, ND 58701

February 18, 2025

Justin Redding
CDM Smith Minot Disaster Recovery Services
1600 2nd Avenue SW, Suite 27
Minot, ND 58701

Dear Mr. Redding:

According to your request, the undersigned prepared an appraisal report of a multi-use property located at 420 15th Street SE in Minot, North Dakota. The property is improved with three structures: a 12-unit apartment building constructed in 2009, a 720-square-foot shop built in 1983, and a 3,060-square-foot shop from 1951. The site has a slightly irregular configuration, is level, at street grade, and encompasses 41,039 square feet.

The purpose of this appraisal was to render an opinion of the fee simple market value of the property, subject to outstanding rights and reservations of record. This appraisal was prepared under the provisions of the Uniform Standards of Professional Appraisal Practice, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Act. If there were any conflicts among these, the Uniform Act prevails.

The intended use of the accompanying appraisal was to assist CDM Smith Minot Disaster Recovery Services and the City of Minot in establishing a price to offer for the subject property.

The effective date of the opinion of market value was November 22, 2024, which was also the last inspection date of the subject property. This opinion of value is subject to certain definitions, general assumptions, limiting conditions and certifications included in the accompanying report.

As part of the assignment condition, the appraisers shall disregard any decrease or increase in the fair market value of the real property to be acquired before the date of valuation caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than due to physical deterioration within the reasonable control of the owner.

The appraisers make no claims about mineral ownership, and no responsibilities are assumed. The fee simple market value reported herein includes subsurface oil, gas, and mineral rights, regardless of ownership, and was based on the extraordinary assumption that the subject property does not have any marketable subsurface oil, gas, or mineral rights. Any deviation from this extraordinary assumption could alter this appraisal.

Based on the inspection of the subject property and after an investigation and analysis of the economic factors affecting values in the area, it is the opinion of the appraisers that the fee simple market value of the subject property, subject to outstanding rights and reservations of record, as of November 22, 2024, was:

$1,130,000
(One Million One Hundred Thirty Thousand Dollars)

The accompanying appraisal report contains the results of the investigation and analysis prepared by the appraisers to render this opinion of value.

Cordially,

Jorge Luis Pagan, MAI, CCIM, R/W-AC
Certified General Property Appraiser
NDCG-2604

Teri Scherr
Certified General Property Appraiser
NDCG-21753

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Subject Property Location

420 15th Street SE, Minot, North Dakota

Owner of Record

Duane Brekke

Property Description

The property is improved with three structures: a 12-unit apartment building constructed in 2009, a 720-square-foot shop built in 1983, and a 3,060-square-foot shop from 1951. The site has a slightly irregular configuration, is level, at street grade, and encompasses 41,039 square feet.

Highest and Best Use

Multi-use commercial

Zoning Classification

The subject is classified as C2 (General Commercial District).

Flood Hazard Classification

Zone "X" (shaded), as per FEMA's flood map 38101C0782D, with an effective date of January 19, 2000. Please note that FEMA is working on a new flood classification map for the City of Minot with stricter requirements. Thus, the flood classification might change once these maps are completed and implemented. The property flooded in 2011.

Property Rights Appraised

Fee Simple Estate, subject to outstanding rights and reservations of record

Date of the Inspection of the Subject Property

November 1, 2024 and November 22, 2024

Date of Value Estimate

November 22, 2024

Date of the Appraisal Report

February 18, 2025

Indications of Fee Simple Market Value (Land and Improvements)

Income Capitalization Approach **$1,130,000**

Cost Approach **$1,210,000**

Sales Comparison Approach.....**Not Applicable**

Market Value Opinion of the Subject Property (Real Estate and Personal Property) **$1,130,000**

Personal Property

This opinion of value includes the appliances in the property's 12 apartment units, classified as personal property. As detailed in the table below, personal property accounts for approximately 2% of the total market value determined in this appraisal report.

	Market Value	Percentage of Market Value
Market Value Opinion	$1,130,000	100.0%
Real Estate	$1,107,500	98%
Personal Property	$22,500	2%

The appliances—12 refrigerators, oven/ranges, garbage disposals, washers, and dryers—had an estimated cost new of $45,000 based on the Marshall Valuation Service (Sect. 12, Pg. 41). These items were in average condition, with an estimated 50% depreciation, resulting in a depreciated value of $22,500.

Assignment Condition

The appraisers shall disregard any decrease or increase in the fair market value of the real property to be acquired before the date of valuation caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than due to physical deterioration within the reasonable control of the owner.

Extraordinary Assumption

The appraisers make no claims about mineral ownership, and no responsibilities are assumed. The fee simple market value reported herein includes subsurface oil, gas, and mineral rights, regardless of ownership, and was based on the extraordinary assumption that the subject property does not have any marketable subsurface oil, gas, or mineral rights. Any deviation from this extraordinary assumption could alter this appraisal.

SCOPE OF THE APPRAISAL

Type of Report

Appraisal Report

Client

CDM Smith Minot Disaster Recovery Services

Purpose of the Appraisal

The purpose of this appraisal was to render an opinion of the market value in fee simple of the subject property under the provisions of the Uniform Standards of Professional Appraisal Practice, the Uniform Appraisal Standards for Federal Land Acquisitions, and the Uniform Act.

Intended Use of the Appraisal

The intended use of the accompanying appraisal was to assist CDM Smith Minot Disaster Recovery Services and the City of Minot in establishing a price to offer for the subject property.

Intended User

CDM Smith Minot Disaster Recovery Services and the City of Minot

Property Rights Appraised

Fee Simple Estate, subject to outstanding rights and reservations of record

Definition of Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. This definition was obtained from The Dictionary of Real Estate Appraisal, 6th Edition, published by The Appraisal Institute.

Definition of Market Value

The highest price for which property can be sold in the open market by a willing seller to a willing purchaser, neither acting under compulsion and both exercising reasonable judgment. (The source of this definition is the North Dakota Century Code 24-01-01.1).

Offer to Accompany the Appraisers

Each property owner or their representative must be offered the opportunity to accompany the appraiser during an inspection of the property to be appraised. Duane Brekke accompanied the appraisers during the inspection.

Date of Inspection

Both appraisers inspected the subject property on *November 1, 2024,* and Appraiser Teri Scherr also inspected the property on *November 22, 2024*.

Date of Valuation

The effective date of the appraisal was *November 22, 2024.*

Date of the Report

The date of this appraisal report was *February 18, 2025.*

History of the Property and Current Ownership

The analysis considers any prior sales of the subject property within the five years preceding the effective date of valuation and any current agreements of sale, purchase options, or property listings, if available.

There has been no sale activity involving the property in the past five years. Duane Brekke owns the property, which is a rental property leased to multiple tenants. These leases are detailed in this appraisal report's Income Capitalization Approach section.

Personal Property

This appraisal pertains solely to the real estate and excludes personal property, except for the appliances included in the apartment improvements. Permanently affixed systems, such as heating, ventilation, and air conditioning, are considered part of the real estate. Any movable items, such as tables or chairs, if present, are classified as personal property and are not included in this appraisal.

Summary of Work to Develop this Appraisal

The appraisal process began with requesting relevant information and documentation from the client and the property owner to ensure a comprehensive analysis.

On November 1, 2024, an on-site inspection was conducted to assess the condition and quality of the subject property's improvements. This included a thorough evaluation of the building's interiors and exteriors, along with measurements to verify the dimensions and size of the structures. Justin Redding of CDM Smith and Duane Brekke attended the inspection.

During the inspection, the appraisers were unable to access the 720-square-foot shop space. Subsequently, Appraiser Teri Scherr inspected the shop on November 22, 2024. According to Mr. Brekke, this space is rented for $500 monthly.

The surrounding neighborhood was then analyzed to assess its social, economic, governmental, and environmental characteristics. This involved delineating the neighborhood boundaries and examining maps to identify physical barriers, access points, and major improvements in the area. Flood classification maps from the Federal Emergency Management Agency (FEMA) and city zoning maps were reviewed to determine the flood zone and zoning classifications for the subject property and the neighborhood. Additional resources, such as highway maps, topographical maps, and aerial imagery, were utilized to understand better the market area, physical boundaries, and property linkages. Personal interviews with knowledgeable market participants were also conducted to gain deeper insights.

The valuation process entailed developing the income capitalization and cost approaches to value. Through comprehensive market research and interviews with real estate agents and market participants, the appraisers determined that no truly comparable multi-use sales were available. Consequently, the sales comparison approach was not applicable.

To understand typical market behavior, a thorough search was conducted to gather relevant market data, including recent sales, cost data, and rental transactions. Sources of this data included the recorder’s office, the assessor's office, the multiple listing service, property management companies, Marshall Valuations Service, and interviews with real estate professionals and market participants.

Finally, the results of the valuation approaches were reconciled to form an opinion of the subject property’s market value.

General Assumptions

No responsibility is assumed for the legal description or matters, including legal or title considerations. The title to the property is assumed to be good and marketable unless otherwise stated.

Unless otherwise stated, the property is appraised free and clear of any or all liens or encumbrances. All taxes are assumed to be current.

The property is appraised as though under responsible, adequately capitalized ownership and competent property management.

The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that no hidden or non-apparent conditions of the property, subsoil, or structures render it more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless non-conformity has been stated, defined, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The availability of capacity and/or connection rights to any or all public utilities has not been determined by the appraiser(s). The value estimate reported herein is contingent upon and limited to said capacity and right of connection.

The appraisers are not aware of the presence of archeological findings within the subject or in adjacent properties. The physical inspection of the property did not reveal any evidence of such circumstances. However, the appraisers are not qualified to detect such artifacts and assume no responsibility. The value reported herein and the estimated construction and/or marketing time of the property are predicated on the assumption that the property is free from archeological materials.

Assignment Condition

The appraisers shall disregard any decrease or increase in the fair market value of the real property to be acquired before the date of valuation caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for such project, other than due to physical deterioration within the reasonable control of the owner.

Extraordinary Assumption

The appraisers make no claims about mineral ownership, and no responsibilities are assumed. The fee simple market value reported herein includes subsurface oil, gas, and mineral rights, regardless of ownership, and was based on the extraordinary assumption that the subject property does not have any marketable subsurface oil, gas, or mineral rights. Any deviation from this extraordinary assumption could alter this appraisal.

Limiting Conditions

The appraiser(s) will not be required to give testimony or appear in court because they have made this appraisal concerning the property in question unless arrangements have been previously made.

Any cause of action resulting between the appraiser(s) and the client in conjunction with this appraisal, directly or indirectly, will be limited in damages to the amount of the appraisal fee received for the assignment. Furthermore, it is agreed that you will indemnify Jorge L. Pagan and Teri A. Scherr for any damages, costs, expenses, and attorney's fees resulting from any cause of action by any interested party other than the client concerning the appraisal report.

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser(s) and in any event only with properly written qualification and only in its entirety.

When an improvement is considered, the distribution of the total valuation between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The Bylaws and Regulations of the Appraisal Institute govern disclosure of the contents of this report. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser(s). Nor shall the appraiser(s), firm or professional organization of which the appraiser (s) is (are) a member be identified without prior written consent of the appraiser(s).

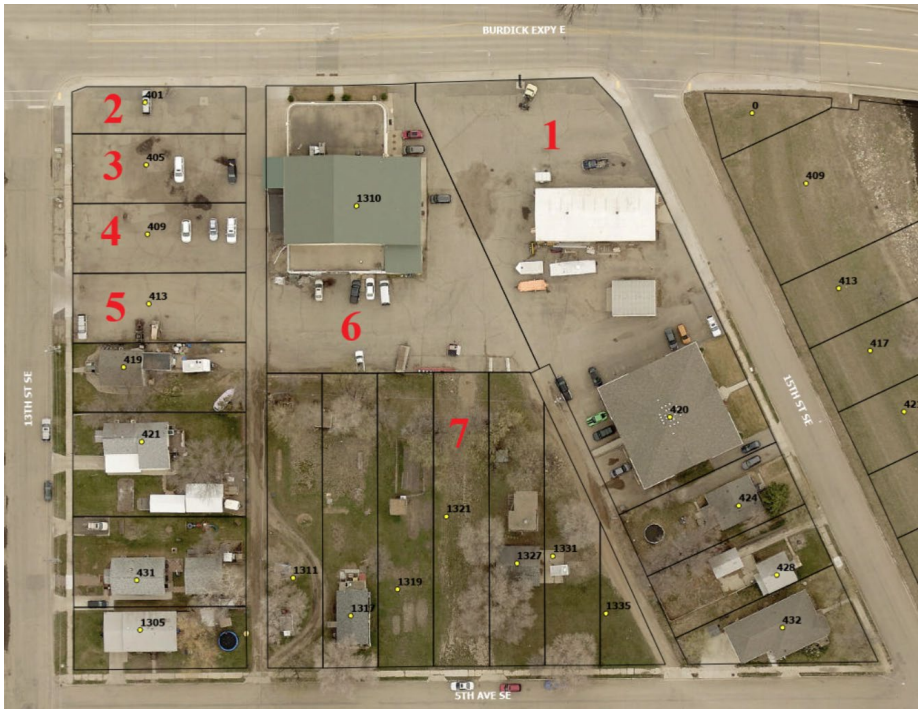
The physical condition of the improvements described herein is based on visual inspection only. No liability is assumed for the soundness of structural members, including roof (wear and leakage), foundation (settling or leakage), footings, exterior and interior walls, partitions, floors, or any other part of the structure since no engineering tests were made of same and no termite inspection was conducted. Furthermore, we accept no legal responsibility for the efficiency of the plumbing and electrical systems, the heating and air conditioning equipment, or any major appliances. Unless otherwise noted, all of these items appeared adequate and operational.

In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation or asbestos and/or the existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser(s) is (are) not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey or analysis of this property to determine whether or not it is or will be in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the ADA requirements in estimating the property's value.

LARGER PARCEL

The larger parcel is that tract of land that possesses unity of ownership and has the same, or an integrated, highest and best use, as defined by the *Uniform Appraisal Standards for Federal Land Acquisitions.* In addition to unity of ownership, unity of use and proximity help determine whether a property has an integrated use. Below is an analysis of these factors pertaining to the subject property at 420 15th Street SE and the surrounding parcels.



Unity of Ownership
Duane Brekke owns all seven contiguous parcels identified in the exhibit above. Six parcels (1 through 6) were purchased together in 2009, while the seventh parcel (parcel 7) was acquired in 2011. The ownership of all parcels under a single individual satisfies the criterion of unity of ownership. However, this alone does not define the larger parcel without considering unity of use and proximity.

Unity of Use
Unity of use is the most critical factor in identifying the larger parcel. Historically, parcels 1 through 6 operated as a car dealership before their acquisition in 2009. After the purchase, parcel 1 (420 15th Street SE) was replatted, and a 12-unit apartment building was constructed in 2009. This redevelopment transformed parcel 1 into a self-sufficient multi-use property with an apartment and shop space independent of the surrounding parcels.

The remaining parcels (2 through 7) have not been integrated into the operations of parcel 1. Moreover, the distinct uses and lack of functional reliance between parcel 1 and the adjacent properties underscore its independent use. This independence is further demonstrated by the listing of parcels 2 through 7 for sale in 2024, highlighting that the adjoining parcels are not essential to the highest and best use of 420 15th Street SE. Selling all seven parcels as a single economic unit would likely increase marketing time and reduce the pool of potential buyers. This supports the conclusion that parcel 1 operates independently and is economically distinct.

Proximity
The seven parcels are contiguous, sharing common boundaries. While this satisfies the requirement for physical connection, contiguity is the least significant factor in determining the larger parcel when unity of use is absent. The independent function and use of parcel 1 diminish the relevance of its contiguity with the other parcels.

Conclusion
Based on the evaluation of unity of ownership, unity of use, and proximity, the larger parcel is determined to be parcel 1 (420 15th Street SE). This parcel includes the 12-unit apartment building and associated shop space, which exhibit an integrated and self-sufficient use.

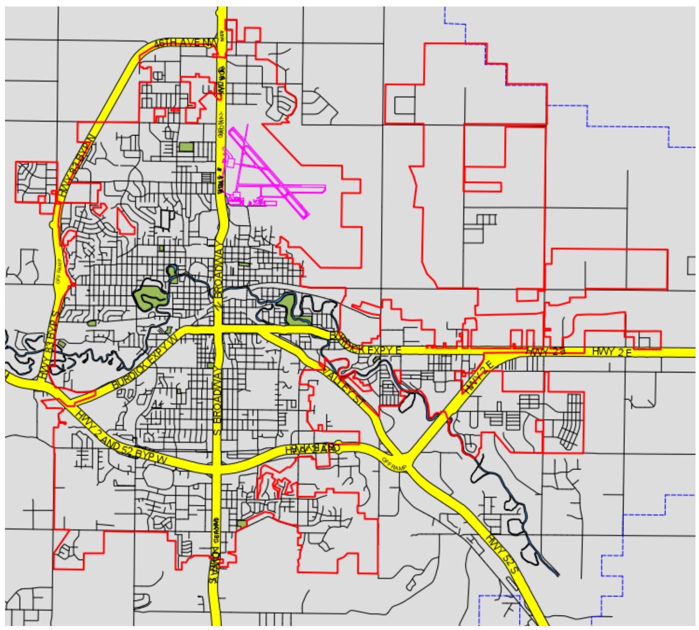
MARKET ANALYSIS

The Product

The subject property consists of three structures: a 12-unit, 11,128-square-foot apartment building constructed in 2009, a 720-square-foot shop built in 1983, and a 3,060-square-foot shop built in 1951. The apartment building is in average condition with minimal deferred maintenance and includes tenant parking. The smaller shop is made of steel framing with a metal roof and is in fair condition due to age-related wear. The larger shop features a finished entry, office space, bathroom, and shop area and is in fair to average condition. This mix of residential and commercial spaces provides flexibility to meet diverse market needs but is not common in the market.

Market Delineation

The City of Minot corporate boundaries delineate the market as outlined in red on the City of Minot GIS map below.



The City of Minot serves as a regional hub, shaped by key economic drivers such as its proximity to the Bakken oil fields, the presence of Minot Air Force Base, and its role as a commercial center for surrounding communities. These factors, coupled with historical events like the 2011 flood and fluctuations in the oil industry, have influenced Minot's housing market and overall real estate landscape.

Demand Analysis

Population Trends- Minot's population within a five-mile radius grew modestly from 53,082 in 2020 to 53,657 in 2024, reflecting an annual growth rate of 0.15%. CCIM's Site to do Business and ESRI project slower growth at 0.09% annually through 2029. These trends align with North Dakota's population growth, which had a 0.53% annual increase from 2020 to 2024 and is projected to slow to 0.47% annually through 2029. The city's demographic profile, attracted by workforce opportunities at the Air Force Base and the oil industry, supports ongoing housing demand, particularly for rental properties.

Taxable Sales and Purchases- The data below highlights a consistent upward trend in taxable sales and purchases across Minot, Ward County, and North Dakota, with Minot contributing significantly to this growth.

Taxable Sales and Purchases (Source: State Tax Commission)				
	2020 Annual	2021 Annual	2022 Annual	2023 Annual
Minot Sales and Purchases	$1,011,734,213	$1,104,453,457	$1,220,469,312	$1,332,395,437
Ward County Sales and Purchases	$1,055,967,944	$1,194,786,317	$1,346,873,087	$1,488,853,572
ND Sales and Purchases	$18,632,946,261	$20,363,050,337	$24,006,241,906	$26,824,415,516

Taxable sales and purchases in Minot steadily increased by 9.17% from 2022 to 2023. Similarly, Ward County and North Dakota had increases of 10.54% and 11.74%, respectively, during the same period. Minot is significant in regional economic activity, contributing substantially to county and state-level growth.

Unemployment Rate- The unemployment rate in Minot has consistently declined over the past four years, reflecting a strong recovery and economic growth. Minot's unemployment rate decreased from 5.7% in 2020 to 2.1% in 2023. This trend is in line with Ward County, where the unemployment rate also fell from 5.8% in 2020 to 2.1% in 2023, demonstrating that Minot closely mirrors the broader economic conditions of its county.

Unemployment Rate (Source: Bureau of Labor and Statistics)				
	2020 Annual	2021 Annual	2022 Annual	2023 Annual
Minot	5.7%	3.5%	2.3%	2.1%
Ward County	5.8%	3.5%	2.2%	2.1%
North Dakota	4.9%	3%	2%	1.9%
United States	8.1%	5.3%	3.6%	3.6%

Compared to North Dakota, Minot's unemployment rate has remained slightly higher but follows a similar downward trajectory, with the state's rate declining from 4.9% in 2020 to 1.9% in 2023. This indicates that while Minot aligns with statewide economic trends, there is still a slight lag in recovery compared to the state average.

At the national level, the unemployment rate in the United States declined from 8.1% in 2020 to 3.6% in 2023. Minot's unemployment rate has consistently remained well below the national average, highlighting the city's relatively robust labor market and economic resilience. This comparative advantage reflects Minot's local economic strength and alignment with the strong performance of Ward County and North Dakota.

Income Trends- According to the CCIM's Site to do Business and ESRI, incomes are steadily growing in Minot's 5-mile radius.

esri
THE SCIENCE OF WHERE

Executive Summary

165-269 1st Ave SW
165-269 1st Ave SW, Minot, North Dakota, 58701
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 48.23556
Longitude: -101.29621

	1 mile	3 miles	5 miles
Mortgage Income			
2024 Percent of Income for Mortgage	18.7%	19.8%	20.1%
Median Household Income			
2024 Median Household Income	$69,006	$77,620	$78,711
2029 Median Household Income	$76,761	$85,283	$87,091
2024-2029 Annual Rate	2.15%	1.90%	2.04%
Average Household Income			
2024 Average Household Income	$88,697	$102,086	$104,397
2029 Average Household Income	$100,111	$114,866	$117,804
2024-2029 Annual Rate	2.45%	2.39%	2.45%
Per Capita Income			
2024 Per Capita Income	$38,141	$44,467	$45,155
2029 Per Capita Income	$43,590	$50,656	$51,590
2024-2029 Annual Rate	2.71%	2.64%	2.70%
GINI Index			
2024 Gini Index	41.5	39.2	39.1

The 2024 median household income is $78,711, projected to reach $87,091 by 2029, with an annual growth rate of 2.04%. The average household income is $104,397 in 2024, increasing to $117,804 by 2029 (2.45% yearly growth). Starting at $45,155 in 2024, per capita income is expected to rise to $51,590 by 2029 (2.70% annual growth).

Households allocate about 20.1% of their income to mortgages, and the GINI Index for income inequality is 39.1, indicating a moderate balance. These trends suggest a stable and improving economic outlook for the area.

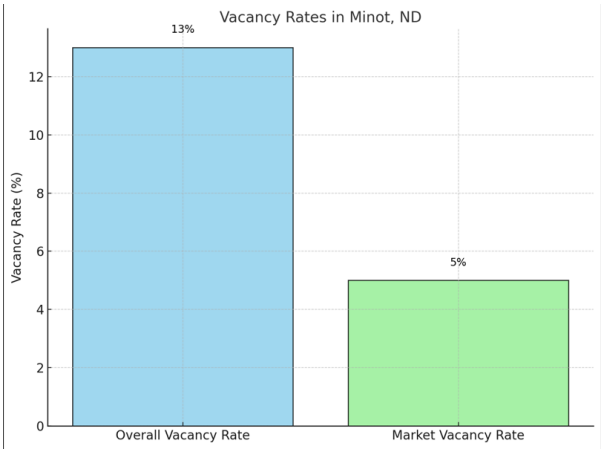
North Dakota's per capita income is $42,758 in 2024, growing annually at 2.76%, with Minot mirroring these trends due to its strong public sector and healthcare employment base. The Minot Air Force Base and oil industry continue to anchor the local economy, driving demand for workforce and executive housing.

Supply Analysis

Housing Inventory & Vacancy Rates- The Minot Housing and Needs Survey highlights a diverse housing inventory that includes single-family homes, multi-family units, and manufactured homes. Between 2010 and 2016, the proportion of single-family residences decreased from 69% to 59% of the total housing stock, while the share of multi-family units increased from 26% to 36%.

This shift reflects a growing emphasis on multi-family housing options in response to Minot's evolving demographic and economic factors.

The Minot Housing and Needs Study highlights the following regarding vacancy rates.



Despite an overall vacancy rate of 13%, the market rental vacancy rate is less than 5%, indicating strong demand for active rental units.

Listing Activity - Given that the subject property's primary source of income was the apartment, the appraisers analyzed the sale activity of multi-family properties with five or more units within the area from 2020 to December 1, 2024, using Multiple Listing Service (MLS) data. Over the analysis period, 31 sales were recorded, with properties spending an average of **176 days on the market** before selling. The yearly breakdown of sales and their corresponding average days on the market (DOM) is shown below.

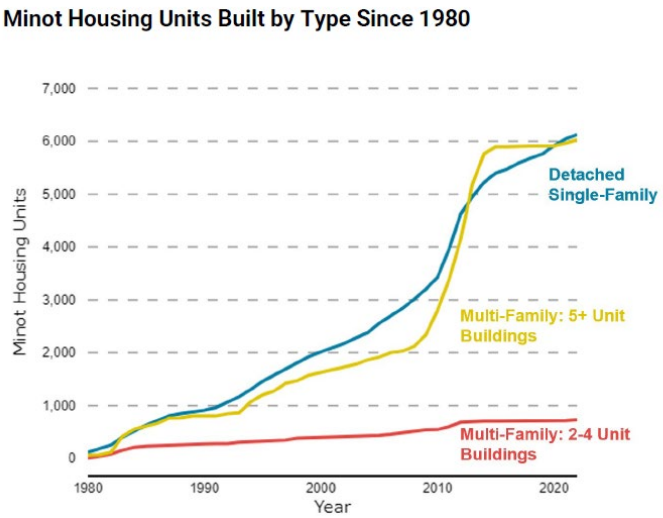
Year	Total # of sales	Avg. Days on Market
2020	4	237
2021	8	117
2022	9	237
2023	6	193
Jan-December 1, 2024	4	96
Total	**31**	
Average		**176**

Sales volume has fluctuated yearly, with the highest activity recorded in 2022 (9 sales) and the lowest in 2020 and 2024 YTD (4 sales each).

Properties in 2024 exhibited significantly shorter DOM (96 days) compared to the overall average of 176 days, suggesting stronger demand or improved market conditions. The longest average DOM occurred in 2022 and 2020, with an average of 237 days, indicating periods of slower market activity.

Additionally, research was conducted on sales of small commercially zoned shop/warehouse properties similar to the subject. However, the data available was insufficient to provide relevant conclusions.

Housing Market Trends and Building Permits-Minot's housing inventory consists of single-family, multi-family, and mobile homes. According to the Minot Housing Needs and Market Study, construction activity peaked during the 2010s oil boom, with significant growth in the single-family and multi-family sectors. However, development has slowed post-boom, contributing to the current housing shortages.



Source Minot housing and needs study.

During this period, multi-family apartment units nearly doubled, driven by the late 2000s oil boom and recovery from the 2011 flood. The flood caused extensive damage to over 4,100 homes, demolishing more than 3,100 units, including 2,360 rental properties. As a result, new housing developments concentrated in the northwestern and southeastern areas, while the historic core experienced a net loss of housing units. This data reflects the significant changes in Minot's housing inventory over the past decade.

Market participants observed that after the oil boom subsided, Minot faced an oversupply of rental housing, leading to a sharp increase in vacancy rates and a significant decline in rental prices. By 2016, the construction of new multi-unit dwellings halted, allowing the market to stabilize and reach equilibrium.

Building permit data for Minot offers additional insights into construction activity and market trends. The table below outlines the building permit data for the City of Minot from 2020 through November 2024 and highlights trends in construction activity, providing insights into the volume and value of projects. This analysis shows a general decline in the overall value of building permits issued despite some fluctuations in the number of permits. A closer examination of permits for five or more family dwellings reveals a notable halt in multi-family housing developments in recent years.

Building Permits (Source: City of Minot)					
	2020	2021	2022	2023	2024 (Through November)
City of Minot Building Permits	474	452	373	357	386
City of Minot Value of Building Permits	$49,355,446	$246,870,839	$178,701,343	$136,606,876	$61,040,931

From 2020 to 2023, the number of building permits issued in Minot showed a downward trend, with 474 permits in 2020 decreasing to 357 in 2023. However, 2024 (January through November) slightly increased to 386 permits by November. Despite this rise in permit numbers, the total value of permits dropped significantly, from a peak of $246.9 million in 2021 to $61 million in 2024. The decline in value reflects a shift from large-scale, high-value projects, such as the Trinity Health Medical Complex in 2021, toward smaller, less costly developments.

Given that the subject site's primary income was from the 12-unit apartment building, the building permits for five-unit or more family dwellings were further analyzed.

Building Permits for Five or More Family Dwellings					
	2020	2021	2022	2023	2024
City of Minot Building Permits	0	1	4	0	0
City of Miot Value of Building Permits	$0	$9,043,000	$19,371,000	$0	$0

Building permits for five or more family dwellings were minimal during this period. No permits were issued in 2020, 2023, or 2024, indicating a complete halt in new multi-family housing projects in those years. In contrast, 2021 had one permit valued over $9 million, and 2022 had four permits totaling $19.4 million. The absence of such permits in 2023 and 2024 suggests a significant decline in investment in multi-family housing developments.

This aligns with market participants' observations that, following the decline of the oil boom, Minot experienced an oversupply of rental properties. Coupled with the lack of new multifamily developments in recent years, this trend indicates a continued hesitation within the market to expand the supply of multifamily housing units.

Overall, the data reflects a shifting construction landscape in Minot. While the city experienced significant housing growth over the past decade, recent years have seen a reduction in large-scale multi-family developments and a decline in overall permit values, signaling changing priorities in the local housing market.

Conclusion

Following the decline of the oil boom, Minot experienced an oversupply of rental housing, leading to high vacancy rates and declining rental prices. By 2016, new multi-family developments halted, and recent building permit data indicates a continued lack of large-scale projects, reflecting market hesitation. Despite this, the market vacancy rate for active rental units remains below 5%, demonstrating strong demand for quality housing.

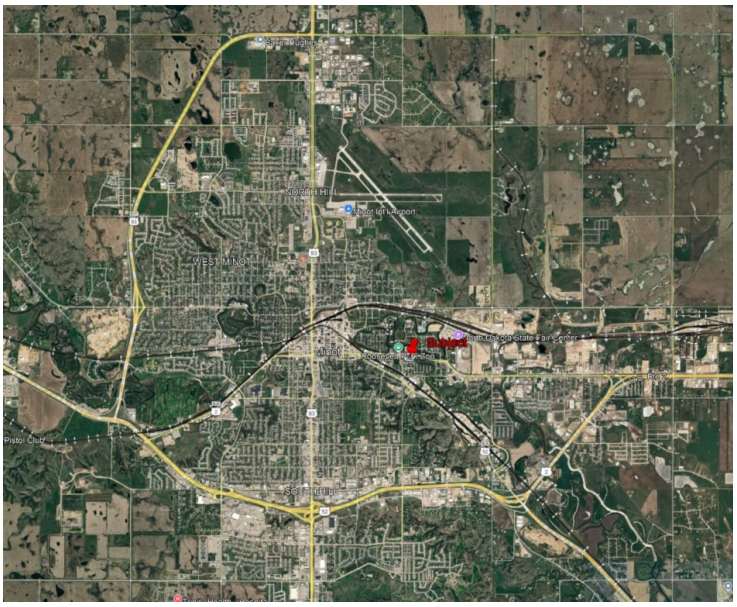
Key economic drivers shape the real estate market, including the Minot Air Force Base, proximity to the Bakken oil fields, and the city's role as a regional hub. These factors, along with the lingering effects of the 2011 flood and the fluctuating oil industry, have limited the development of new housing. While population growth, rising incomes, and declining unemployment suggest economic improvement, new construction has not kept pace with the demand for quality rental housing.

The subject property is well-positioned within this market. It includes a 12-unit apartment building in average condition with minimal deferred maintenance, benefiting from limited competition and strong rental demand. A 720-square-foot and 3,060-square-foot shop cater to Minot's industrial and commercial sectors, offering flexibility to meet diverse market needs. Nevertheless, the apartment-shop mix is not common in this market.

DESCRIPTION OF THE SUBJECT PROPERTY

Site Description

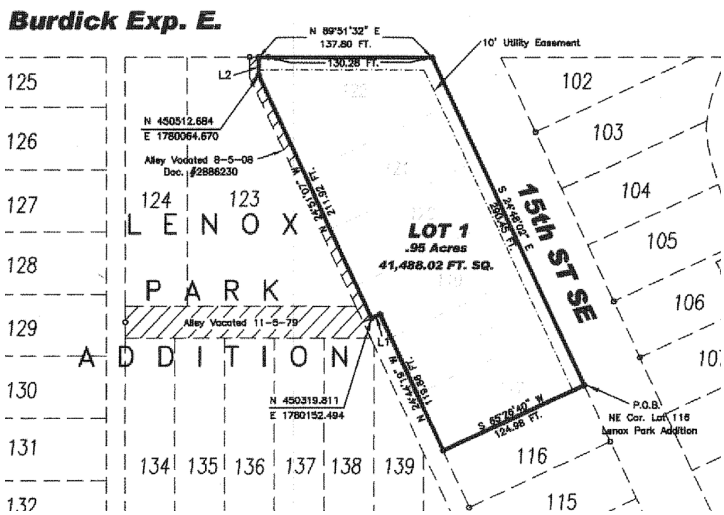
Location and Accessibility—The subject property is located at the corner of Burdick Expressway and 15th Street SE in Minot, North Dakota. It is accessible from Burdick Expressway, 15th Street SE, and a gravel alley off 5th Avenue SE. Burdick Expressway is a main thoroughfare in Minot, providing good visibility for commercial use.



Subject's Location (shown in red above and yellow below)

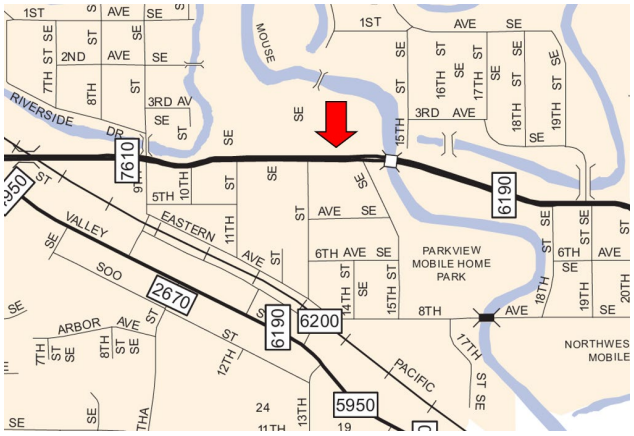
Legal Description – Lot 1, Lenox Park Second Addition to the City of Minot, County of Ward, State of North Dakota.

Size, Dimensions, and Configuration –According to the Minot City Assessor records, the site has a total area of 41,039 square feet, equivalent to 0.942 acres. The dimensions are illustrated in the plat of Lenox Park Second Addition below. The property is predominantly rectangular, with minor irregularities along its northern and western boundaries.



Source: Partial plat of Lenox Park Second Addition

The larger parcel site is situated at the corner of E Burdick Expressway and 15th Street SE, directly across from the Minot Zoo and Corbett Field. The site benefits from excellent frontage and visibility along Burdick Expressway, a primary commercial thoroughfare. It is positioned in a transitional area between commercial and residential zones. The following map shows that the nearby traffic volume ranges from 6,190 to 7,610 vehicles per day.



Source: NDDOT 2020 Traffic Volume Map

Topography and Subsoil—The subject's topography is mostly level at street grade. The appraisers have not examined any subsoil studies prepared for the subject site. For purposes of this appraisal report, no abnormal subsoil conditions are assumed to exist, and the land is assumed to be adaptable to normal use without abnormal expenditures.

Zoning Classification and Requirements – According to the City of Minot, the subject is zoned C2 (General Commercial District). The following table analyzes the current zoning requirements related to the subject property.

Item	C2 Zoning Regulation	Larger Parcel	Compliance or Non-Compliance
Uses Permitted	Commercial	Apartment and two shops	Non-Compliance
Height Regulations	60 feet	Less than 60 feet	Compliance
Maximum Coverage	None	Less than 25%	Compliance
Front Setback	25 feet, 40 feet on arterial/collector street	Approx. 2 feet	Non-Compliance
Side Setback (interior)	0 feet, 15 feet abutting residential district	Approx. 10 feet	Non-Compliance
Side Setback (corner)	25 feet	Exceeds	Compliance
Rear Setback	0 feet, 25 feet abutting residential district	Exceeds	Compliance
Parking Setback	10 feet from a public street	Exceeds	Compliance
Parking Space (apartment)	1.5 spaces per one bdrm., two spaces for two bdrm. units	Approx. 19	Non-Compliance
Parking Space (Shop/Warehouse)	No minimum	Exceeds	Compliance
Lot Area	10,000 SF	Exceeds	Compliance
Lot Width	100 feet or more	Exceeds	Compliance

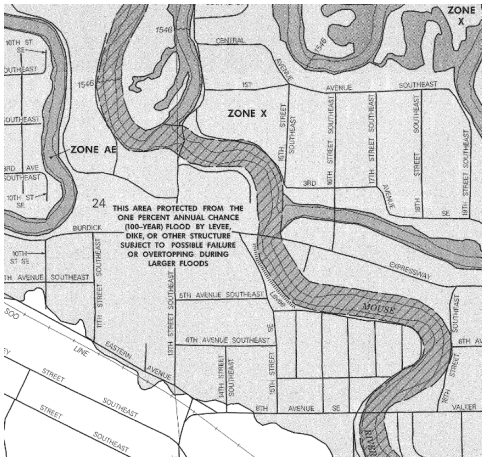
The subject apartment, constructed in 2009, complied with the zoning regulations at the time and was considered a legally permitted use. However, the updated City of Minot Zoning Ordinance, enacted November 4, 2024, prohibits apartments on properties zoned as C2. Since the apartment was built prior to the adoption of this ordinance, it is classified as a legal, non-conforming use.

The subject improvements do not meet current zoning requirements for front or interior side setbacks, further contributing to its non-conforming status. Additionally, the apartment includes approximately nineteen designated parking spaces, which do not comply with the City of Minot Zoning Ordinance. Despite this, the site offers supplemental undesignated parking and access to street parking.

The two subject shop spaces are most comparable to the industrial warehouse category outlined in the Minot Zoning Ordinance, which does not specify parking requirements. Nonetheless, both subject warehouses have available parking.

In conclusion, although the subject property does not conform to certain current zoning standards, all instances of non-conformance are considered legal non-conformities because they predate the enactment of the applicable zoning ordinance. As legal non-conformities, these aspects of the property are permitted to remain as they are, ensuring their continued use and compliance with zoning regulations established at the time of their development.

Flood Classification - The topography is level and at street grade. As per FEMA Map 38101C0782D, effective 01/19/2000, the larger parcel is classified as Zone X (shaded). Please note that the flood classification might change once the new flood map is revised, as FEMA will have more strict requirements. The larger parcel flooded in 2011.



Source: FEMA Flood Map Service Center

Utilities - The subject has access to all typical utilities necessary to support its existing use, and drainage appears to be adequate.

Environmental Considerations and Potential Hazards - No environmental impact studies have been made in conjunction with this appraisal. The value opinion contained herein could be affected by subsequent environmental impact studies, research, and resulting governmental actions. The presence of hazardous materials such as asbestos, urea formaldehyde, radon gas, PCB, or any other could have a significant negative impact on the value of the property. The appraisers are not experts in identifying hazardous substances or detrimental environmental conditions, nor are they qualified to certify if a site or a property is contaminated.

The appraisers' routine inspection and inquiries about the subject property did not reveal any apparent significant hazardous or detrimental environmental conditions. For appraisal purposes, the subject property was assumed free and clear of any hazardous material contamination, potential pollutant, or detrimental environmental condition and free and clear of significant environmental liabilities affecting it.

Easements, Encroachments, Condemnations – The subject property has a utility easement near its boundary, which is deemed typical and does not impact overall value or marketability. A sign is positioned along the north boundary and appears to encroach beyond the property line. This sign primarily serves the adjacent property under the same ownership. Additionally, a powerline runs across a portion of the property, providing power to both the shop buildings.

No adverse easements or other encroachments were identified on the property or in the documents provided by the client to the appraisers. This appraisal was prepared under the assumption that the subject property is free of any condemnation.

Improvements Description

The description of the subject improvements was based on an inspection, measurements performed by the appraisers, county assessment records of the property, and information provided by the property owner during the inspection.

The site has been improved with three structures: a 12-unit apartment building, a 720-square-foot shop, and a 3,060-square-foot shop. Detailed descriptions of these improvements are provided below.

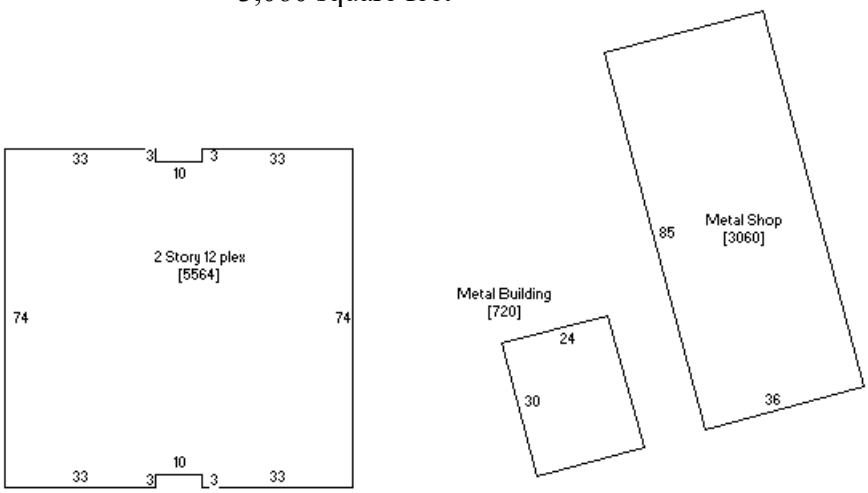
Building #1 Apartment – Built in 2009, this two-story apartment complex features twelve units and has 11,128 square feet. The complex includes eight two-bedroom units and four one-bedroom units. Each unit comes with vinyl, laminate, carpet flooring, wood trim, oak cabinets, wall unit air conditioning, baseboard heating, and essential appliances such as disposal, refrigerator, range oven, washer, and dryer. Hallway storage closets are adjacent to each unit, with a ground-floor closet providing access to a crawl space. The building has a fire sprinkler system for safety and lawn sprinklers for the surrounding green spaces. The exterior also includes exterior illumination at the entrances, a concrete ramp at one entrance, and designated parking spots for tenants. Classified as a Class D structure, it features a concrete foundation, wood framing, asphalt shingles, and EIFS siding. The apartment is in average condition and showed minimal signs of deferred maintenance.

Building #2 Shop – Built in 1983, this 720-square-foot building features 10-foot side walls with a maximum height of 10 feet 5 inches at the roof's peak. The exterior is constructed with steel framing and EIFS siding and is topped with a metal roof. Access points include one manual overhead door, a pedestrian door, and a window. The interior has a space heater, no air conditioning, minimal fenestration, concrete floor, drywall on the walls, exposed insulation with roof trusses on the ceiling, and fluorescent lighting. It has notable issues, including chipped or missing sections at the corners of the EIFS.

Building #3 Shop – Built in 1951, this 3,060-square-foot structure includes a finished entry/showroom, an office, a full bathroom, and a shop area. The building features steel framing with insulation, EIFS siding, a metal roof, exterior illumination, one pedestrian door, and two overhead doors. The interior has two space heaters, no air conditioning, polished concrete flooring, drainage, and fluorescent lighting. Overall, the building is in fair to average condition, primarily due to its age and visible signs of deferred maintenance. It has notable issues, including chipped or missing sections at the corners of the EIFS and a hanging gutter.

The dimensions and areas of the buildings are as follows:

Building Area (as per sketch below)
Building #1 Apartment = 11,128 square feet
Building #2 Shop = 720 square feet
Building #3 Shop = 3,060 square feet



Sketch from Minot Assessor Records

Site Improvements—The site consists of asphalt surfaces, with a few concrete sidewalks and a grass area around the apartment building. The asphalt shows signs of deferred maintenance with cracks throughout. A sign is positioned along the north boundary and appears to encroach beyond the property line. This sign primarily serves the adjacent property under the same ownership. The site is illuminated by recessed lights mounted on the apartment building and the larger shop. Additionally, a powerline runs across a portion of the property, providing power to both the shop buildings.

Conclusion of Improvements Analysis

Building #1 Apartment – Built-in 2009, this two-story, 11,128-square-foot building includes twelve units (eight two-bedroom and four one-bedroom). The building is in average condition with minimal signs of deferred maintenance.

Building #2 Shop –Constructed in 1983, this 720-square-foot building has 10-foot side walls and a peak height of 10 feet 5 inches. Due to its age, the building is in fair condition, with deferred maintenance, such as chipped EIFS corners.

Building #3 Shop – Built-in 1951, this 3,060-square-foot structure consists of an entry/showroom, office, full bathroom, and shop area. The building condition is fair to average, with deferred maintenance, including chipped EIFS corners and a hanging gutter.

Site Improvements – The site features asphalt surfaces, concrete sidewalks, and a grass area around the apartment building. The asphalt has visible cracks, indicating some deferred maintenance. A sign on the north boundary may encroach over the property line. Recessed lighting illuminates the apartment and larger shop, while a powerline supplies electricity to both shop structures. Overall, the site improvements are functional but require some maintenance.

TAXES AND ASSESSMENT ANALYSIS

Every February 1st of each year, the assessing division values all taxable property and adjusts it to reflect changes in real estate market conditions.

As defined under the North Dakota Century Code, the market value or true and full value of a property is determined by the price most people would pay for it in its present condition. The market or true and full value is multiplied according to the state's prescribed formula of 50% to obtain the assessed value. The taxable value is determined by multiplying the assessed value by 9% for residential properties of up to three units or 10% for all other property classes. Then, the taxable value is multiplied by the prevailing mill rate to determine the annual property tax after considering applicable discounts.

Parcel Id	MI19.B81.000.0010
Address	420 15th St SE
Land value	$164,000
Improvements value	$661,000
Market or True & Full Value	$825,000
x 50%	50%
= Assessed value	$412,500
x 9% residential or 10% others	10%
= Taxable value of property	$41,250
x 2024 Mill levy or tax rate	0.34176
= Total Tax	$14,097.60

This appraisal was prepared under the assumption that the subject property is free and clear of any or all liens or encumbrances, including taxes. According to the Ward County Assessor's site, the subject has no specials.

A 5% discount is given on property tax if paid (or postmarked) on or before February 15th of each year. Since this appraisal was based on the assumption that the subject property is capitalized adequately and managed competently, a deduction of 5% for prompt payment was deducted from the annual property tax of $14,097.60, resulting in a projected property tax per year of $13,393.

LARGER PARCEL PHOTOS

Street View

Street View

Street View

Building #3 Shop

Building #3 Shop

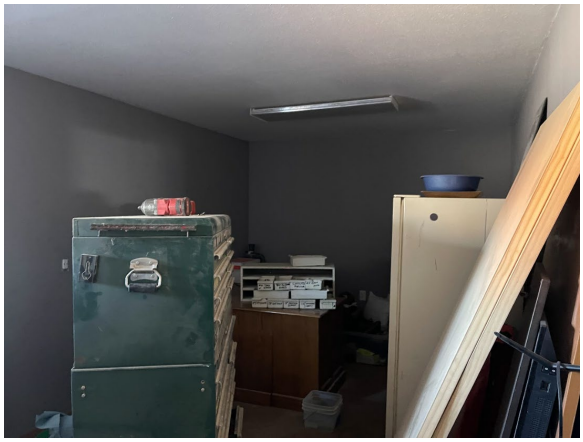
Shops

Building #3 Shop

Building #3 Shop

Site Area/Sign

Building #3 Shop - Entry/Showroom



Building #3 Shop/Office Interior

Building #3 Shop/Bathroom

Building #3 Shop/Interior

Building #3 Shop/Interior

Building #2

Building #2/Interior

Building #2/Interior

Site Area

Apartment

Apartment

Apartment

Apartment

Apartment

Apartment

Apartment

Apartment/Interior

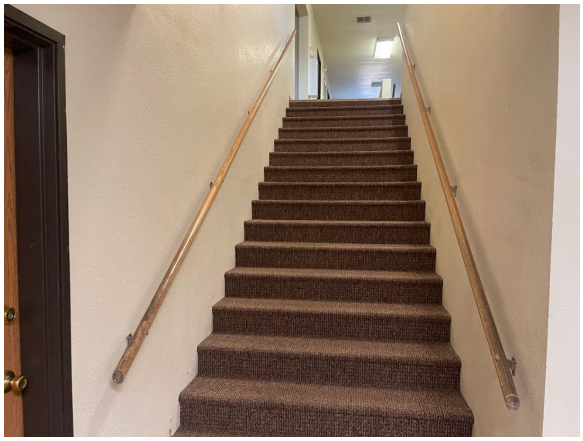
One-Bedroom Unit

One-Bedroom Unit

One-Bedroom Unit

One-Bedroom Unit

One-Bedroom Unit



Apartment/Interior Common Area

Two-Bedroom Unit

Two-Bedroom Unit

Two-Bedroom Unit

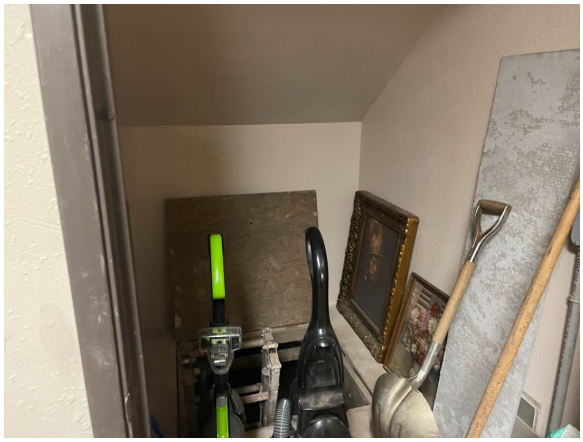
Two-Bedroom Unit

Two-Bedroom Unit

Two-Bedroom Unit

Two-Bedroom Unit

Apartment/Interior Common Area



Closet Outside of Each Unit

Access to Crawl Space from Closet

HIGHEST AND BEST USE

Highest and Best Use is defined as the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. This definition was obtained from The Dictionary of Real Estate Appraisal, 7th Edition, published by The Appraisal Institute.

Highest and best use studies market forces and how they affect the property. Finding the highest and best use is important in the appraisal process, because the use selected for the subject property will be the basis for selecting the comparable sales chosen for the research.

Two highest and best use analyses must be performed: one assuming the subject site as though vacant and the second analysis for the subject as improved.

Highest and Best Use of Parcel "As if Vacant"

Legally Permissible Uses

The larger parcel contains a powerline pole with electric wires strung to the powerline in the adjacent alley. The appraisers identified no negative easements encumbering the parcel. Furthermore, no building moratoriums, historic district controls, or environmental regulations restrict potential development. The most significant legal constraints are tied to the C2 (General Commercial District) zoning, which permits a wide range of uses, including:

- By-Right Uses: Dog grooming/daycare, pet boarding facilities, civic uses, medical facilities, commercial recreation, food and drink establishments, most motor vehicle uses, offices, retail sales and services, and mixed-use buildings (vertical).

- Conditional Uses: Veterinary clinics (small animals), campgrounds, educational facilities, truck stops, funeral homes, and general industry uses.

This zoning allows for diverse potential uses, with both by-right and conditional options supporting a mix of commercial, institutional, and mixed-use developments.

Physically Possible Use

The site's physical attributes support a range of commercial uses:

- Location: The parcel is at the corner of 15th Street SE and E Burdick Expressway, across from the Minot Zoo and a ballpark. This area transitions from commercial to residential, providing good exposure and proximity to both uses.

- Accessibility: The site benefits from frontage along E Burdick Expressway, a major thoroughfare with excellent connectivity to schools, employment hubs, and retail centers.

- Site Characteristics: The parcel encompasses 41,039 square feet and has a slightly irregular shape, level topography, adequate drainage, and access to urban utilities. These physical characteristics are suitable for accommodating small to medium-scale commercial developments.

The site's location in an older commercial area and its proximity to transitional residential uses make it best suited for office or retail use rather than high-end or large-scale commercial developments.

Financially Feasible Use

Market analysis supports the feasibility of small to medium-sized commercial developments in this neighborhood. Key considerations include:

- Commercial Demand: The site's location near the zoo, ballpark, and adjacent residential areas makes it an attractive option for neighborhood-serving commercial uses such as professional offices, retail shops, or service-oriented businesses (e.g., salons, cafes, or convenience stores). These uses align with the area's current demand and complement its mixed commercial-residential character.

- Economic Viability: While permitted, mixed-use vertical developments are more appropriate for the downtown core. The subject's neighborhood does not exhibit sufficient market demand or pricing premiums to justify the inclusion of a residential component.

As a result, standalone commercial development is the site's most financially feasible and market-appropriate use.

Maximally Productive Use

The highest and best use of the site, considering legal, physical, and financial factors, is a commercial development tailored to serve the surrounding neighborhood's needs. This use optimizes the site's visibility, accessibility, and proximity to transitional residential and recreational areas, maximizing its productivity without the added complexity or cost of residential integration.

The Ideal Improvement

The ideal improvement for the parcel would consist of a single-use commercial development focusing on neighborhood-serving tenants. Characteristics of the ideal improvement include:

- Use: Small-scale office spaces, professional services, or retail outlets catering to local needs, such as medical offices, salons, or specialty stores.

- Design: A modern, single-story or low-rise commercial building with an efficient layout, adaptable for multiple tenants.

- Construction Type: Cost-effective, durable materials with low maintenance requirements, such as masonry or wood-frame construction.

- Site Amenities: Adequate parking, signage, and landscaping to enhance visibility and functionality for customers and tenants.

This type of development leverages the site's physical and locational strengths while aligning with zoning regulations and market demand.

Highest and Best Use as Though Vacant Conclusion

The highest and best use of the subject parcel, as though vacant, is for a single-use commercial development designed to serve the immediate neighborhood. This use aligns with zoning allowances, the site's physical characteristics, and market demand, providing a financially feasible and maximally productive outcome.

Highest and Best Use Analysis "As Improved"

Legally Permissible & Physically Possible

The subject property is improved with three structures:

- A 12-unit apartment building constructed in 2009.
- A 720-square-foot shop built in 1983.
- A 3,060-square-foot shop constructed in 1951.

The site encompasses 41,039 square feet, has an irregular configuration, and is level and at street grade. Site improvements include a small, landscaped area with underground sprinklers and asphalt parking supporting current uses.

The property's current use as a mixed-use development comprising residential and shop spaces does not conform to the C2 zoning requirements. However, this configuration was permissible when the buildings were constructed, allowing the property to maintain its legal non-conforming status. Non-conformities of this nature are common in older neighborhoods, like the subject, where variations in lot size, parking, and setbacks are widespread. The legal non-conforming status is therefore not considered a significant hindrance to marketability.

Although mixed-use properties like the subject are not considered a market preference in this area, they are still market-accepted. While not common, market research identified sales in Minot where apartments integrated non-traditional elements like retail, restaurant spaces, or detached garage/shop components, indicating market recognition of this property type.

The subject improvements do not meet current zoning requirements for front or interior side setbacks, further contributing to its non-conforming status. Additionally, the apartment includes approximately nineteen designated parking spaces, which do not comply with the City of Minot Zoning Ordinance. Despite this, the site offers supplemental undesignated parking and access to street parking.

The two subject shop spaces are most comparable to the industrial warehouse category outlined in the Minot Zoning Ordinance, which does not specify parking requirements. Nonetheless, both subject warehouses have available parking.

In conclusion, although the subject property does not conform to certain current zoning standards, all instances of non-conformance are considered legal non-conformities because they predate the enactment of the applicable zoning ordinance. As legal non-conformities, these aspects of the property are permitted to remain as they are, ensuring their continued use and compliance with zoning regulations established at the

time of their development. Additionally, a sign on the northern boundary serving an adjacent property under the same ownership may encroach on the public right-of-way.

The subject's 12-unit apartment building is in average condition, the 720-square-foot shop is in fair condition, and the 3,060-square-foot shop is in fair to average condition. The shops are independent of the apartment building, allowing flexible leasing arrangements.

Financially Feasible & Maximally Productive

Market analysis indicates demand for properties with residential and income-generating components, even if such configurations are not the predominant market preference. The property's ability to lease shop spaces separately enhances its income potential.

The current improvements add market value, far exceeding the anticipated value of the site as if vacant. While the mixed-use nature may limit its appeal to certain buyers, it does not represent a significant obstacle to overall marketability or value. The property's configuration supports diverse income streams and aligns with the functionality and adaptability often sought by buyers in this area.

Highest and Best Use Conclusion

After evaluating the legal, physical, and economic factors, the appraisers conclude that the subject property's highest and best use "as improved" is its current mixed-use as a 12-unit apartment building with two shop spaces. While mixed-use properties are not the market preference, the current use is market-accepted, functional, and financially feasible, supporting the property's highest value and productivity.

SUMMARY OF VALUATION ANALYSIS

The appraisers may employ three primary approaches to estimate a property's market value, each based on distinct market data: the income capitalization approach, the cost approach, and the sales comparison approach.

The income capitalization approach applies to income-producing properties by estimating the subject's net operating income (NOI) for the year following the appraisal date. The NOI is capitalized using a market-derived overall capitalization rate to indicate market value. Alternatively, a discounted cash flow (DCF) model can project NOI for each year of the holding period. The projected NOI is discounted to present value, and the present value of the reversion at the end of the period is added to arrive at the market value.

The cost approach estimates site value by comparing the subject site to similar sites that have recently sold, with adjustments for differences. The depreciated cost of the improvements is then added to the site value. Depreciated cost is determined by summing direct costs, indirect costs, and entrepreneurial incentives (if applicable) and deducting any accrued depreciation. The resulting figure represents the market value indication using the cost approach.

The sales comparison approach involves comparing the subject property to others with similar design, utility, and use that have recently sold. Adjustments are made to the comparable sales to account for differences from the subject property, resulting in a unit price indicator. This indicator, multiplied by the subject's total area, yields an estimated market value.

The income capitalization and cost approaches were applicable and developed for the subject property. The sales comparison approach was not applicable due to a lack of comparable sales featuring both uses—apartment and shop space. Combining the values of separate components (apartment and shop) would violate the unit rule under the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). However, the appraisers identified comparable sales for each type of improvement and used these as a test of reasonableness.

INCOME CAPITALIZATION APPROACH

In income-producing properties, the typical investor is mainly concerned with the income-producing capabilities of the property. Other factors and amenities are of secondary concern. Therefore, in the Income Approach, the indication of value obtained for a property is based on the future income it is expected to earn. The right to receive a certain amount of money in the coming years has a certain value. Therefore, in the Income Approach, the market value of an income-producing property is equal to the present worth of all future benefits produced by the real estate.

In the application of the Income Approach, a certain sequence has to be followed, and there are five basic steps in its development as follows:

1. An estimate of the income the property is expected to generate has to be determined. Potential gross income is first calculated. Vacancy and collection losses are deducted from the potential gross income to obtain effective gross income.

2. The operating expenses for the property have to be estimated next.

3. The net operating income is calculated by subtracting the operating expenses from the effective gross income.

4. The capitalization rate and/or discount rate are determined next. This can be obtained from market transactions or calculated from other market information.

5. The net operating income is processed into an indication of value utilizing the capitalization process.

I – Potential Gross Income

The rent roll the property management firm provided for the apartment improvement is summarized below. The small shop was leased for $500 monthly, while the large shop was rented for $1,300. According to the owner, the large shop is rented below market value because the tenant provides maintenance services for the landlord's properties in exchange for a reduced rent.

Unit	Rent/Mo.	Lease Space	Move-In Date	Notes
101	$700	2 bdrm/1 bath	9/13/2019	Rent started at $600/month and increased to $650 in 2020 and $700 in 2022.
102	$800	2 bdrm/1 bath	7/14/2023	The rent started at $750/month and was increased to $800 in June 2024 to account for a dog.
103	$735	1 bdrm/1 bath	8/1/2023	Rent started at $685/month and increased to $735/month in September 2024.
104	$750	1 bdrm/1 bath	Vacant-asking rent	It was rented for $625/month until vacated as of 10/31/2024.
105	$650	2 bdrm/1 bath	6/1/2020	Rent started at $600/month and was increased to $650/month in January 2023.
106	$700	2 bdrm/1 bath	6/14/2021	The rent started at $600/month, increased to $650 when the renter added a pet and increased to $700 in December 2022.
201	$800	2 bdrm/1 bath	5/12/2023	Rent started at $750/month and was increased in May 2024 to $800.
202	$650	2 bdrm/1 bath	7/15/2019	Rent started at $600/month and increased to $650 in January 2023.
203	$600	1 bdrm/1 bath	7/15/2021	Rent started at $550/month and was increased to $600 in January 2023.
204	$685	1 bdrm/1 bath	10/12/2023	No rent increases have taken place.
205	$650	2 bdrm/1 bath	3/26/2021	Rent started at $600/month and was increased to $650 in April 2023.
206	$800	2 bdrm/1 bath	Vacant-asking rent	It was rented for $700/month until vacated as of 9/30/2024.
Total	**$8,520**			

The subject property includes 12 apartment units, two of which (Units 104 and 206) are currently vacant, with asking rents of $750 and $800 per month, respectively. Each apartment unit features wall-mounted air conditioning, refrigerators, range/ovens, garbage disposals, washers, and dryers. Tenants pay for electricity, while the landlord covers all other utilities, property taxes, insurance, snow removal, lawn care, and maintenance/repairs.

For the shop spaces, tenants are responsible for liability insurance, utilities, trash removal, and snow removal, while the landlord assumes costs for exterior building insurance, taxes, and most maintenance and repairs.

Apartment Rents—To determine the market rent for the subject apartments, the appraisers analyzed comparable rentals and interviewed market participants. They also reviewed recent rent rolls for multi-family properties that sold or were listed before the appraisal date. Below is a summary of rents for comparable properties:

Address	Rent/Month	Unit Type	Garage	Year Built	Notes
527 22nd Ave NW	$495	1 Bed/ 1 Bath	None	1974	Asking rent- shared coin laundry, designated parking
1405 2nd Ave SW	$895	1 Bed/ 1 Bath	2-stall	1983	Asking rent- balcony, attached garage, walk-in closet
2009 5th St NW	$625	2 Bed/ 1 Bath	1-stall	1959	Asking rent- an older building, somewhat outdated, with wall a/c, and electric heat
2612 4th St NW	$695	2 Bed/ 1 Bath	None	1973	Asking rent- remodeled unit with new kitchen cabinets, shared coin laundry, balcony, wall A/C, electric heat.
2033 5th St NW	$700	2 Bed/ 1 Bath	None	1959	Asking rent- some remodeling, older property
2017 5th Street NW	$750	2 Bed/ 1 Bath	1-stall	1959	Asking rent - shared laundry, located in north Minot, an older building, wall A/C, and electric heat.
305 27th Ave NW	$809	2 Bed/2 Bath	1-stall	2003	$809 is the average rent in place as of the sale date 12/29/2022. There is one listing for rent at $845 per month.
1604 20th Ave NW	$820-$845	2 Bed/2 Bath	None	2012	Leases are as of 1/31/2023, and the tenant pays for all utilities except water and garbage.
1608 20th Ave NW	$820-$845	2 Bed/2 Bath	None	2012	Leases are as of 1/31/2023, and the tenant pays for all utilities except water and garbage.
1140 12th St SE	$845	2 Bed/ 1 Bath	1-stall	1984	Asking rent - Amenities include heat, water, basic Wi-Fi, washer-dryer hookups, a/c, garage, and balcony.
2150 33rd St NW	$895	2 Bed/ 1 Bath	1-stall	2014	Asking Rent - 2-bedroom unit with a walk-in closet, washer and dryer, balcony, and newer building.
11 36th Ave NW	$895	2 Bed/ 1 Bath	1-stall	2012	Asking rent- wall a/c, washer, and dryer, patio, newer building

The rent roll for the subject property indicates that one-bedroom units rent for $600 to $735 per month, with an asking rent of $750 per month. The two-bedroom units rent for $650 to $800 per month, with an asking rent of $800 per month. These rates align with the ranges observed in the market for comparable properties, particularly given the subject's age, condition, and amenities. Comparable properties in the market show similar rental ranges, with management companies employing strategies to increase rents while maintaining high occupancy levels incrementally. This approach reflects the broader rental market dynamic, where landlords balance rent growth with efforts to minimize vacancies in a competitive environment.

The landlord is responsible for property taxes, building insurance, sewer, water, snow removal, lawn care, maintenance and repairs, and common area janitorial services, while tenants pay for electricity. This allocation of operating expenses is typical of similar properties in the market and is consistent with prevailing market standards. These factors, coupled with recent rent increases and current rent levels falling within the competitive market range, suggest that the subject property is well-positioned within the rental market. The expense structure and rental operations effectively align with market norms, supporting that the property operates at market rents. As a result, the subject's rent roll and the two asking rents, were used to estimate the potential gross income for the apartment building.

Shop Rents—To determine the market rent for the two shops, the appraisers analyzed comparable rentals and interviewed market participants. Below is a summary of rents for comparable properties:

Address	Lease Date	Rent/Mo.	Rent/Year	Leasable Area	Rent/SF	Year Built	Notes
629 20th Ave SE Unit 1	8/1/2023	$1,350	$16,200	2,100 SF	$7.71	2023	Shop condo with a 14' x 16' overhead door, heated interior, shop sink, bathroom, gated property, and designated parking. Rent includes snow removal, lot maintenance, and water/sewer. The tenant covers liability insurance and electricity.
309 40th Ave NE	Asking	$4,535	$54,420	5,440 SF	$10.00	2011	Shop condo with two overhead doors, an office, and a restroom. An additional $2.97/SF monthly CAM fee covers snow removal, lot maintenance, and in-floor heating.
629 20th Ave Unit 3	5/1/2024	$1,650	$19,800	2,100 SF	$9.43	2023	Shop condo with a 14' x 16' overhead door, heated interior, shop sink, bathroom, gated property, and designated parking. Rent includes snow removal, lot maintenance, and water/sewer. The tenant pays for liability insurance and electricity.
300 46th Ave NE STE B	Asking	$3,500	$42,000	2,800 SF	$15.00	2013	Industrial shop with three offices, forced air A/C and heat, shared parking, two bathrooms, 14' x 14' overhead door, ceiling-mounted gas heater, floor drain, and a rear walkout door to additional parking. Rent includes CAM fees, water, and taxes—minimum 3-year lease term.
6751 4th St SW	Asking	$1,200	$14,400	1,250 SF	$11.52	Unknown	This heated storage unit is comparable to a shop condo.
400 46th Ave NE Units 6 & 7	Asking	$3,200	$38,400	3,600 SF	$10.67	2012	Shop condo with two overhead doors, two pedestrian doors, office space, loft area, private bathroom, in-floor heat with electric boiler, and floor drains. Tenants pay for electricity and liability insurance. The landlord covers all other expenses.
5220 N Broadway	Asking	$2,100	$25,200	2,720	$9.26	2008	Shop condo with 19' side walls, in-floor heat, overhead door, stubbed-in bathroom, floor drain, and extra equipment or trailer parking. The preferred lease term is three years.
6008 E Hwy 2	Asking	$2,000	$24,000	3,600	$6.67	2005	Shop space with two overhead doors, adequate lighting, and no heating. Includes yard storage with a large security fence and remote gate access.
2020 2nd St SE, Suite B	Asking	$3,495	$41,940	3,000	$13.98	1975	Heated shop space with off-street parking, full bathroom, floor drain, and hot/cold water. The lease includes all utilities.

The subject shop spaces, measuring 720 SF (constructed in 1983) and 3,060 SF (constructed in 1951), were analyzed against the leases and asking rents in the table above and additional market data obtained from MLS and real estate websites. Most comparable shop spaces are newer shop condos, with only two identified as stand-alone shops similar to the subject shop spaces. The two actual leases in the data set reflect lower rates than most asking rents, indicating that landlords may not achieve the full asking price in some cases. Notably, the lowest asking rent, at $6.67 per square foot, is for a stand-alone shop on the city's outskirts.

The smaller shop's current lease rate of $500 per month, or $8.33 per square foot, aligns with prevailing market conditions, given its age and characteristics. However, the larger shop, leased at $1,300 per month, or $5.10 per square foot, is below market. Based on its age, condition, and size, an estimated market rent of $8.00 per square foot is deemed appropriate for the larger shop. For stand-alone shops like the subject spaces, the typical expense structure includes tenants covering utilities, liability insurance, and snow removal, while landlords are responsible for property taxes, building insurance, and maintenance and repairs. These terms align with standard market practices for similar properties.

Historic Income and Expenses - In addition to reviewing the rent roll and comparable rentals, the appraisers analyzed the subject property's historical income and expenses. The table below summarizes the income and expenses from the past two years as reported on the owner's tax returns. It is important to note that building insurance, utilities, and maintenance and repair costs for the two shop properties are accounted for under the owner's adjoining property, which includes an office/shop improvement, and therefore are not reflected in the subject property's tax returns. Additionally, the landlord personally manages the shop spaces, further influencing the reported expenses.

Year	**2023**	**2022**
Rental Income (after vacancy)	$84,214	$86,950
Advertising	$1,074	$901
Cleaning and Maintenance	$2,900	$2,900
Insurance	$2,467	$2,798
Management Fees	$4,164	$4,348
Repairs	$2,316	$3,100
Taxes	$13,563	$13,563
Utilities	$6,000	$6,110
Total Expenses	$32,484	$33,720

In 2023, the property management company implemented rent increases for several occupied units. However, they also had to fill four vacancies, which was notably higher than the average of two units per year over the past five years. Consequently, the rental income for 2023 was significantly lower than the income reflected in the current rent roll.

Potential Gross Income - The potential gross income shown below was based on the actual rent (rent roll) and the asking rent for the two vacant units: $750/month for the one-bedroom unit and $800/month for the two-bedroom unit.

Apartment	**Rent/Mo.**	**Rent/Yr.**
Rental Income (Actual Rent based on Rent Roll & Two Asking Rents)	$8,520	$102,240
Shops		
Small Shop (Actual Rent)	$500	$6,000
Larger Shop (Market Rent)	$2,040	$24,480
Total Shops	$2,540	$30,480

II –Vacancy Allowance and Operating Expenses

Vacancy/Credit Allowance

Apartment Units: The Potential Gross Income assumes 100% occupancy; however, an allowance must account for tenant turnover, vacancies, and uncollected rent. As of the inspection date, the apartment units were 83% occupied, with two units recently vacated. The property management company was actively marketing the vacancies. Over the past five years, an average of two units per year required re-leasing, with an estimated turnover time of four months per unit. This equates to an expected vacancy rate of approximately 6%. Accordingly, the appraisers applied a 6% vacancy and credit allowance for tenant turnover and potential rent non-payment.

Shop Spaces: At the time of inspection, both shop spaces were fully leased. Market data indicates limited shop space availability and typical lease terms ranging from three to five years. Leasing shop spaces is estimated to take approximately four months every four years, resulting in an 8% vacancy rate. To align with the combined analysis, the appraisers estimated a vacancy and credit allowance of 8% of Potential Gross Income to account for turnover and non-payment risks for the shop spaces.

Management Fees

Apartment Units: Management and advertising expenses reported on the landowner's tax returns over the past two years were analyzed. Based on this data, the appraisers estimated management fees at 6% of the Effective Gross Income.

Shop Spaces: The appraisers reviewed leasing fees charged by real estate agents and property management companies in the Minot market and applied an estimated management fee of 6% of the Effective Gross Income to the shop spaces.

Property Tax

A property tax analysis was completed as part of this appraisal, estimating an annual property tax of $13,393. This amount was allocated based on the square footage of the improvements: $10,015 for the apartment and $3,378 for the shop spaces.

Insurance

The 2023 insurance premium for the apartment was $2,467. A proportional allocation was applied to the shop spaces, as they share an insurance policy with an adjoining commercial property owned by the same owner and reported under that property's tax returns. Based on this allocation, the annual insurance premium for the shop spaces was estimated at $838.

Utilities (Water/Sewer)

Apartment utility costs were derived from a two-year average of the property's historical expenses, resulting in an estimated $6,055 annually. Tenants are responsible for utility expenses in the shop spaces; thus, these costs were not included as operating expenses for the shop spaces.

Maintenance & Repairs

This category includes regular expenditures such as cleaning, lawn care, snow removal, and necessary repairs. For the apartment, maintenance and repair costs were based on historical data reported over the past two years and estimated at 6.5% of the Effective Gross Income. Given their older age and visible deferred maintenance, a maintenance and repair rate of 6.5% was also applied for the shop spaces.

Replacement Allowance

In the Minot market, periodic replacement allowances are not typically allocated as a line item. Interviews with property managers and real estate agents confirmed that such expenses are not explicitly accounted for in sale listings or escrows. Instead, these costs are implied within the overall capitalization rate. Therefore, no separate replacement allowance was applied in this appraisal.

III – Annual Net Operating Income

Based on this analysis, the appraisers estimated the Net Operating Income of the subject property as follows:

Apartment	
Potential Gross Income (PGI)	$102,240
Vacancy and Rent Loss Allowance	$6,134
Effective Gross Income (EGI)	$96,106
Operating Expenses	
Management Fees	$5,766
Property Tax	$10,015
Insurance	$2,467
Utilities	$6,055
Maintenance and Repairs	$6,247
Total Operating Expenses	$30,550
Net Operating Income (NOI)	$65,556

Shops	
Potential Gross Income (PGI)	
Small Shop	$6,000
Larger Shop	$24,480
Total PGI	$30,480
Vacancy and Rent Loss Allowance	$2,438
Effective Gross Income (EGI)	$28,042
Operating Expenses	
Management Fees	$1,682
Property Tax	$3,378
Insurance	$838
Maintenance and Repairs	$1,823
Total Operating Expenses	$7,721
Net Operating Income (NOI)	$20,321

IV – Capitalization Process and Value Estimate

The appraisers employed two methods to derive an overall capitalization rate (Ro) for the subject property:

1. **Local Financing Parameters**: Examined lending conditions and financial institution standards to estimate a capitalization rate based on real estate financing practices.

2. **Comparable Sales Method**: Examined recent sales of apartment buildings and office/shop spaces in Minot, all leased at the time of sale. The lease terms were used to determine the implied capitalization rates.

Local Financing Parameters: Debt Coverage Ratio Method

The second approach to estimating the capitalization rate was the Debt Coverage Ratio (DCR) Method. The debt coverage ratio represents the relationship between a property's net operating income (NOI) and its annual debt service (the total loan payment, including principal and interest). This method estimates the capitalization rate using the following formula:

$$Ro = DCR \times Rm \times M$$

Where:

- Ro = Overall Capitalization Rate
- DCR = Debt Coverage Ratio
- Rm = Mortgage Constant (a function of interest rate, amortization, and loan term)
- M = Loan-to-Value (LTV) Ratio

Since financing conditions directly impact real estate value, lending policies influence demand by determining the ease buyers can secure funding. Demand increases when financing is readily available and affordable, often driving up property values. Conversely, restrictive lending conditions can suppress demand and lower values.

To apply this approach, the appraisers consulted Zach Burdick, SVP Commercial Banking Manager at First Western Bank & Trust (701.852.3711), and Kyle Stephens, Commercial Lender at First International Bank & Trust (701.839.2170), regarding real estate financing parameters for properties similar to the subject. Discussions focused on loan-to-value ratios, repayment terms, interest rates, and general lending conditions.

Summary of Local Financing Parameters

Bank and Loan Type	Loan to Value	DCR	Interest Rate	Loan Term (Years)
First Western Bank & Trust and First International Bank & Trust *Conventional Loan*	70% - 80%	1.10-1.25	7.4 - 7.5%	20 - 25

- Loan-to-Value Ratio (M): Represents the proportion of a property's value that financial institutions are willing to finance.
- Debt Coverage Ratio (DCR): This measure measures how many times a property's NOI exceeds the annual debt service.
- Interest Rate: Typically, around 7.5% for commercial real estate loans.
- Loan Term: Based on a 20-year amortization period.

Applying the Formula

Using the typical lending parameters, the overall capitalization rate (Ro) is calculated as follows:

$$R_o = DCR \times R_m \times M$$

Substituting typical values:

$$R_o = 1.10 \times 0.096671 \times 0.75$$

$$R_o = 7.98\%$$

Thus, the capitalization rate based on local financing parameters is **7.98%**.

<u>Comparable Sales Method</u>

The appraisers analyzed six comparable properties in Minot, including five apartment buildings and one shop/office space. The following table summarizes these sales and their estimated capitalization rates:

Location	Use	Estimated NOI	Sale Price (after concessions)	Cap Rate	Source	Sale Date
315 11th Ave SW	Apartment	$42,741	$535,000	7.99%	MLS 221947	3/30/2023
525 9th St SE	Apartment	$22,711	$361,000	6.29%	MLS 220832	8/19/2022
225 19th St SE	Apartment	$36,337	$446,050	8.15%	MLS 230763	9/21/2023
1604 20th Ave NW	Apartment	$62,616	$860,115	7.28%	MLS 220754	1/31/2023
1608 20th Ave NW	Apartment	$62,616	$860,115	7.28%	MLS 220753	1/31/2023
4500 8th St NW & Parcel MI02.D42.000.0030	Office/Shop	$122,687	$1,300,000	9.44%	MLS 200850 and R/E Agent Lynne Reisenauer	5/28/2021

The capitalization rates for apartments ranged from 6.29% to 8.15%, averaging 7.40%. The shop/office space had a higher capitalization rate of 9.44%.

Capitalization Rate Selection

Based on the two approaches:

- The capitalization rate derived from local financing parameters was 7.98%.
- The capitalization rates for apartment comparables ranged from 6.29% to 8.15%, averaging 7.40%.
- The capitalization rate for shop/office space was 9.44%.

Considering the higher income contribution from the apartment improvements, the appraisers determined that a blended capitalization rate of **7.6%** would be appropriate for this analysis.

Value Estimation Using Capitalization Rates

The combined Net Operating Income (NOI) for both the apartment and shop improvements was $85,877 ($65,556 for the apartments and $20,321 for the shop improvements). Using the blended capitalization rate of 7.6%, the market value was calculated as follows:

$$\text{Value} = \frac{\text{Net Operating Income}}{\text{Capitalization Rate}} = \frac{\$85{,}877}{7.6\%} = \$1{,}129{,}961$$

Based on this analysis, the market value of the fee simple interest in the property, subject to outstanding rights and reservations of record, as of the effective date of this appraisal, and as indicated by the Income Capitalization Approach, was a rounded:

$1,130,000

ONE MILLION ONE-HUNDRED THIRTY THOUSAND DOLLARS

COST APPROACH

The cost approach is based on the premise that a person will not pay more for a property than the cost of buying land and improvements of similar utility and desirability. Under this approach, value is derived by adding the land value to the depreciated cost of the improvements.

The cost approach is divided into three sections. The first section estimates the site's market value. The second section estimates the replacement cost of the improvements. For this appraisal assignment, this estimate was based on a cost per square foot provided by the Marshall Valuation Service. Finally, the third part of the cost approach estimates the accrued depreciation of the subject improvements.

I - Site Valuation

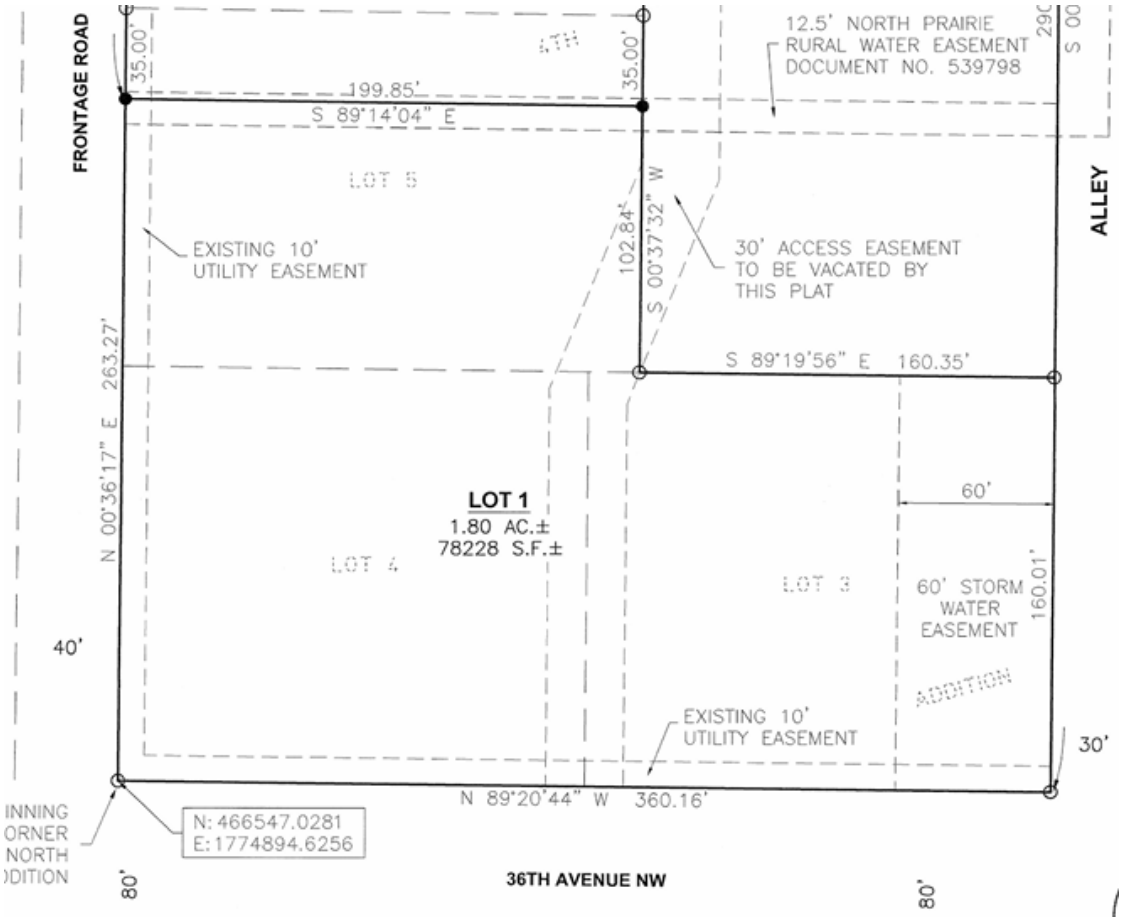
The first step in developing the cost approach is valuing the site as if vacant and available for use. To arrive at indications of value for the subject site, the appraisers analyzed sales of vacant land competitive with the subject.

Comparable Land Sales

	Land Sale 1
Location	3600 N Broadway
Parcel Id	MI01.F76.000.0010
Legal Description	L1, North Side 5th Addition
Seller	Northgate on Broadway, LLC
Buyer	Colby 2021, LLC
Sale Price	$304,000
Seller Concessions	$0
Adjusted Sale Price	$304,000
Date of Sale	5/27/2022
Property Rights Conveyed	Fee simple
Conditions of Sale	Arm's Length
Financing Terms	Cash to Seller
Land Area in SF	78,228
Land Area in Acres	1.80
Shape	L-Shaped
Topography	Level, at street grade
Access	N Broadway Frontage Road
Traffic Count	9,160 to 11,085
Zoning	C2
Flood Classification	Zone X (unshaded)
Easements or encumbrances	60' Storm Water Easement & Typical Utility
Days on Market	Unknown
Sources Used	City Assessor
Adjusted Sale Price/SF	$3.89
Comments	Developed into a Dollar General Retail Store

FRONTAGE RD
N BROADWAY

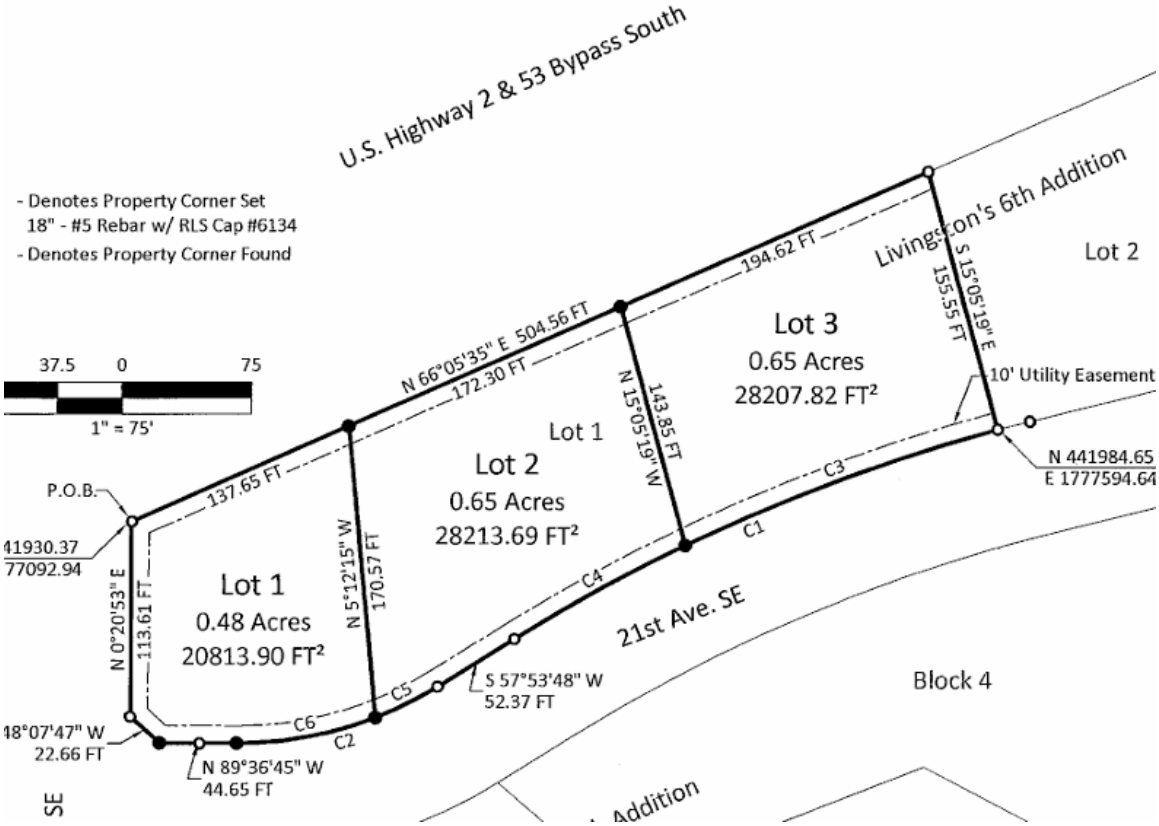
Land Sale 1


FRONTAGE ROAD
35.00'
199.85'
S 89°14'04" E
35.00'
12.5' NORTH PRAIRIE
RURAL WATER EASEMENT
DOCUMENT NO. 539798
ALLEY
LOT 5
EXISTING 10'
UTILITY EASEMENT
102.84'
S 00°37'32" W
30' ACCESS EASEMENT
TO BE VACATED BY
THIS PLAT
263.27'
N 00°36'17" E
S 89°19'56" E 160.35'
LOT 1
1.80 AC.±
78228 S.F.±
60'
LOT 4
LOT 3
60' STORM
WATER
EASEMENT
160.01'
40'
ADDITION
EXISTING 10'
UTILITY EASEMENT
30'
N 89°20'44" W 360.16'
N: 466547.0281
E: 1774894.6256
36TH AVENUE NW
80'
80'

	Land Sale 2
Location	701 21st Ave SE
Parcel Id	MI36.F27.000.0030
Legal Description	Lots 2 & 3, Livingston's 8th Addition
Seller	Ward County Farm Bureau
Buyer	MSM Holdings, LLC
Sale Price	$253,897
Seller Concessions	$0
Adjusted Sale Price	$253,897
Date of Sale	9/15/2021
Property Rights Conveyed	Fee Simple
Conditions of Sale	Arm's Length
Financing Terms	Cash to seller
Land Area in SF	56,422
Land Area in Acres	1.29
Shape	Mostly Rectangular
Topography	Level, at street grade
Access	21st Ave SE
Traffic Count	14,905 to 15,680
Zoning	C2
Flood Classification	Zone X (unshaded)
Easements or encumbrances	Typical Utility
Days on Market	336
Sources Used	MLS 202059, City Assessor
Adjusted Sale Price/SF	$4.50
Comments	Developed into a tire store

HIGHWAY 2 RAMP
701
2201
6TH ST SE
21ST AVE SE

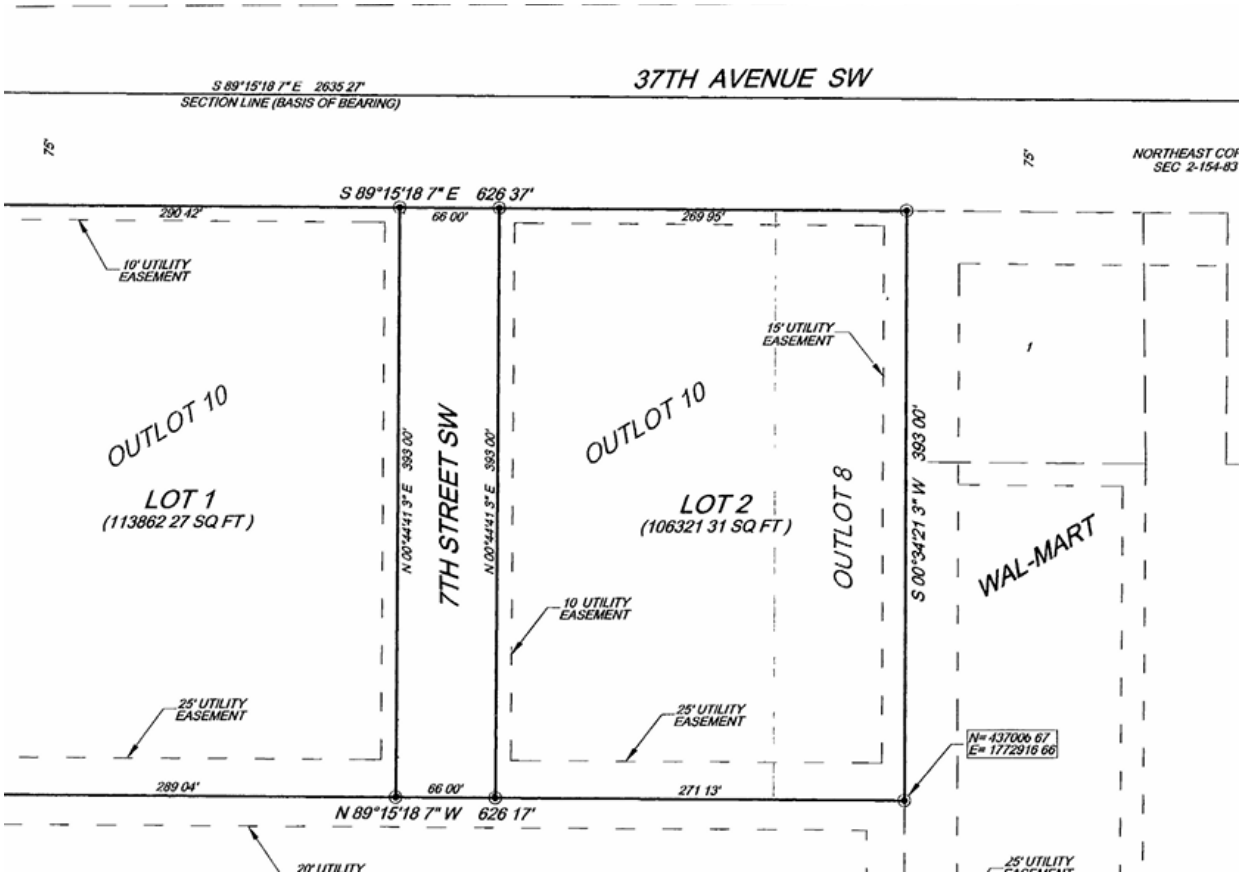
Land Sale 2


U.S. Highway 2 & 53 Bypass South
- Denotes Property Corner Set
18" - #5 Rebar w/ RLS Cap #6134
- Denotes Property Corner Found
37.5 0 75
1" = 75'
Livingston's 6th Addition
Lot 2
194.62 FT
S 15°05'19" E
155.55 FT
Lot 3
0.65 Acres
28207.82 FT²
10' Utility Easement
N 441984.65
E 1777594.64
N 66°05'35" E 504.56 FT
172.30 FT
N 15°05'19" W
143.85 FT
Lot 1
Lot 2
0.65 Acres
28213.69 FT²
C3
C1
C4
P.O.B.
41930.37
77092.94
137.65 FT
N 5°12'15" W
170.57 FT
N 0°20'53" E
113.61 FT
Lot 1
0.48 Acres
20813.90 FT²
21st Ave. SE
C5
S 57°53'48" W
52.37 FT
Block 4
C6
C2
18°07'47" W
22.66 FT
N 89°36'45" W
44.65 FT
SE
Addition

	Land Sale 3
Location	37th Ave SW & 7th St SW
Parcel Id	MI02.C86.000.0020
Legal Description	Lot 2, Liechty Homes 6th Addition
Seller	Liechty Homes, Inc.
Buyer	Ortho Land Partners, LLC
Sale Price	$637,926
Seller Concessions	$0
Adjusted Sale Price	$637,926
Date of Sale	8/1/2022
Property Rights Conveyed	Fee Simple
Conditions of Sale	Arm's Length
Financing Terms	Cash to seller
Land Area in SF	106,321
Land Area in Acres	2.441
Shape	Rectangular
Topography	Level, at street grade
Access	7th St SW
Traffic Count	7,135 to 9,275
Zoning	C2
Flood Classification	Zone X (unshaded)
Easements or encumbrances	Typical Utility
Days on Market	1,638
Sources Used	MLS 180275, City Assessor
Adjusted Sale Price/SF	$6.00
Comments	Next to Walmart

37TH AVE SW
7TH ST SW

Land Sale 3

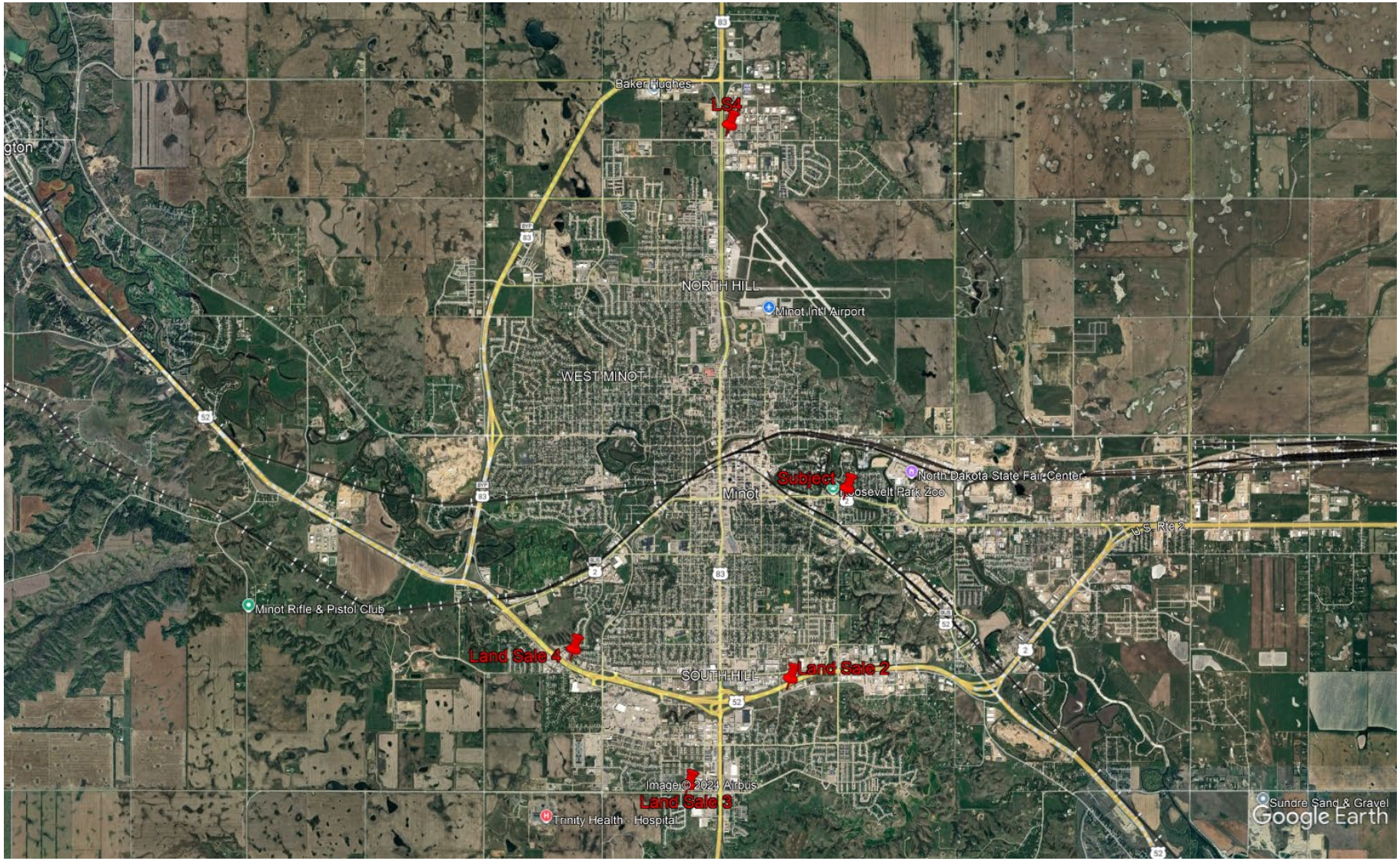

37TH AVENUE SW
S 89°15'18 7" E 2635 27'
SECTION LINE (BASIS OF BEARING)
S 89°15'18 7" E 626 37'
290 42'
66 00'
269 95'
10' UTILITY EASEMENT
15' UTILITY EASEMENT
OUTLOT 10
LOT 1
(113862 27 SQ FT)
N 00°44'41 3" E 393 00'
7TH STREET SW
N 00°44'41 3" E 393 00'
OUTLOT 10
LOT 2
(106321 31 SQ FT)
OUTLOT 8
S 00°34'21 3" W 393 00'
WAL-MART
10 UTILITY EASEMENT
25' UTILITY EASEMENT
25' UTILITY EASEMENT
N= 437006 67
E= 1772916 66
289 04'
66 00'
271 13'
N 89°15'18 7" W 626 17'

	Land Sale 4
Location	2012 Hwy 2 & 52 Byp W
Parcel Id	MI27.F81.000.0020
Legal Description	Lot 2, Walhood 3rd Addition
Seller	Imperial Properties
Buyer	Ready Rentals LLC
Sale Price	$250,000
Seller Concessions	$0
Adjusted Sale Price	$250,000
Date of Sale	8/2/2023
Property Rights Conveyed	Fee Simple
Conditions of Sale	Arm's Length
Financing Terms	Cash to Seller
Land Area in SF	40,851
Land Area in Acres	0.938
Shape	Rectangular
Topography	Level, at street grade
Access	Hwy 2 & 52 Byp W frontage road
Traffic Count	16,690 to 18,745
Zoning	C2
Flood Classification	Zone X (unshaded)
Easements or encumbrances	Typical Utility
Days on Market	398
Sources Used	MLS 221245, City Assesor
Adjusted Sale Price/SF	$6.12

2108
2016
2012
1900

Land Sale 4

FIRST
SEC
ADDITION
ADDITION
N 34°28'51.0" E 225.48'
115.10'
S 63°14'48.9" E 278.13'
163.03'
LOT 1
(28112.89 SQ.FT.)
LOT 2
N 31°20'31.4" E
239.92'
LOT 2
(40851.25 SQ.FT.)
LOT 3
10' UTILITY EASEMENT
S 29°51'32.2" W 252.00'
C3
C1
C2
FRONTANGE ROAD
U.S. HWY 2 & 52 BYPASS
OUTLOT 20
N = 443345.76
E = 1767766.17
= 443506.21
= 1767537.30
OF BEGINNING
EST CORNER LOT 2,
SECOND ADDITION



Location Map

Comparable Land Sales

Attribute	Subject	Land Sale No. 1	Land Sale No. 2	Land Sale No. 3	Land Sale No. 4
Location	420 15th St SE	3600 N Broadway	701 21st Ave SE	37th Ave SW & 7th St SW	2012 Hwy 2 & 52 Byp W
Date of Sale		5/27/2022	9/15/2021	8/1/2022	8/2/2023
Land Area (SF/Ac)	41,039/0.942	78,228/1.80	56,422/1.29	106,321/2.441	40,851/0.938
Traffic Count (2020 Map)	6,190 to 7,610	9,160 to 11,085	14,905 to 15,680	7,135 to 9,275	16,690 to 18,745
Shape	Mostly Rectangular	L-Shaped	Mostly Rectangular	Rectangular	Rectangular
Easements	Typical Utility	60' Storm Water Esmt. & Typical Utility	Typical Utility	Typical Utility	Typical Utility
Flood Classification	Zone X (shaded)	Zone X (unshaded)	Zone X (unshaded)	Zone X (unshaded)	Zone X (unshaded)
Topography	Level, at street grade	Level, at street grade	Level, at street grade	Level, at street grade	Level, at street grade
Zoning	C2	C2	C2	C2	C2
Sale Price/SF		$3.89	$4.50	$6.00	$6.12

Land Sales Analysis

To estimate the value of the larger parcel site, the appraisers analyzed commercial land sales similar to the subject property within the delineated area. The identified sales ranged from $3.89 to $6.12 per square foot. These transactions involved cash-to-seller terms, were considered arm's length, and had no expenditures made immediately after purchase. All sales were conveyed in fee simple, subject to outstanding rights and reservations of record.

Market Conditions
The comparable sales occurred between September 2021 and August 2023. Sale 2, which closed in 2021, predates the others and was positively adjusted for conservative increases in land prices. The other sales reflect current market conditions.

Land Area
The subject property (41,039 SF) is within the size range of the comparables (40,851–106,321 SF). No consistent size-related trend was evident within this range, and no adjustments were made for this factor.

Sale	Size SF (Acres)	Sale Price/SF
4	40,851 (0.938)	$6.12
2	56,422 (1.29)	$4.50
1	78,228 (1.80)	$3.89
3	106,321 (2.441)	$6.00

Location (Traffic Counts)
- Sale 1: Similar to the subject, slightly higher traffic but located on the outskirts of town. No adjustment.
- Sale 2: Superior visibility and high traffic counts. Negative adjustment.
- Sale 3: Similar traffic counts; considered competitive. No adjustment.
- Sale 4: Significantly higher traffic counts. Negative adjustment.

Buildable Area (Shape/Easements)
- Sale 1: L-shaped lot with a 60' stormwater easement, reducing usable area. Positive adjustment.
- Sales 2, 3, 4: Comparable buildable areas. No adjustment.

Flood Classification
The subject property is located in Flood Zone X (shaded), indicating a previously flooded area, which is inferior to the comparables' Flood Zone X (unshaded) classification. While the subject's flood classification is considered less desirable, the appraisers did not directly adjust for this factor. However, it was considered during the final value reconciliation.

The following table shows the qualitative adjustments made to the comparable sales.

Adjustments	Land Sale 1	Land Sale 2	Land Sale 3	Land Sale 4
Market Conditions	o	+	o	o
Location	o	-	o	-
Buildable Area	+	o	o	o
Value Indications	> $3.89	~ $4.50	~$6.00	< $6.12

Reconciliation and Conclusion

The indicated value for the subject property ranges between $3.89 and $6.12 per square foot. Sales 2 and 3, most similar to the subject property, were assigned about equal weight. Based on this analysis, the final concluded value for the subject property was $5.00 per square foot.

41,039 SF × $5.00/SF = $205,195 (Rounded to $205,000)

Based on this analysis, it is the opinion of the appraisers that the indicated market value of the subject site, in fee simple, subject to outstanding rights and reservations of record, as of November 22, 2024, was a rounded:

$205,000

TWO HUNDRED FIVE THOUSAND DOLLARS

II – Replacement Cost New and Accrued Depreciation

The next step in the cost approach is to estimate the Replacement Cost New (RCN) of the improvements and their corresponding accrued depreciation.

For this section of the appraisal report, the replacement cost was based on the Marshall Valuation Service.

Marshall Valuation Service Cost Estimate

1	Subscriber Making survey	Appraiser	Appraiser	Appraiser
2	Name of building	Apartment	Small Shop	Large Shop
3	Located at	Minot, ND	Minot, ND	Minot, ND
4	Occupancy	Multiple Residences (352)	Residential Garages - Detached (152)	Storage Warehouses (406)
5	Building class and quality	Class D/Fair	Class S/Average	Class S/Average
6	Exterior wall	EIFS on wood frame	EIFS on a steel frame	EIFS on a steel frame
7	No. of stories & height per story	2/8'	1/10'	1/10'
8	Average floor area	11,128	720	3,060
9	Average perimeter	312	108	242
10	Age and condition	13 years/Average	41 years/Fair	73 years/Fair to Average
11	Region	Central	Central	Central
12	Climate	Extreme	Extreme	Extreme
13	Base square foot cost	$90.00	47.13	$55.50
14	Heating, cooling, ventilation*	$3.40	$4.64	$2.01
15	Fire Sprinkler System	$4.93	$0.00	$0.00
16	Appliances	$4.04	$0.00	$0.00
17	Total lines (13 thru 16)	$102.37	$51.77	$57.51
18	Number of stories multiplier	1.000	1.000	1.000
19	Story Height Multipliers	1.000	1.060	0.921
20	Area Multipliers/Floor Area-Perimeter Multipliers	0.967	1.000	1.182
21	Combined height and size multiplier (lines 18x19x20)	0.967	1.060	1.089
22	Refined square foot cost (lines 17x21)	$98.99	$54.88	$62.63
23	Current cost multiplier (sect. 99, pg. 3)	0.99	0.98	0.99
24	Local multiplier (sect. 99, pgs. 5 thru 10)	0.99	1.04	1.04
25	Final Square Foot Cost	$97.02	$55.93	$64.48
26	Area	11,128	720	3,060
27	Replacement Cost New (line 25x26)	$1,079,639	$40,270	$197,309

* The refinements for line 14, heating, cooling, and ventilation, were for differences between the moderate to extreme climate base cost and differences in heating and cooling systems.

The following table considers the other improvements located on the subject site, using unitary costs from the Marshall Valuation Service.

Description	Unit	Unit Cost	RCN	Source
Asphalt	29,653	$3.25	$96,372	Sect. 66, Pg. 2
Concrete	152	$8.50	$1,292	Sect. 66, Pg. 2
Concrete steps	30	$60.00	$1,800	Sect. 66, Pg. 2
Concrete Ramp	160	$45.00	$7,200	Sect. 66, Pg. 2
Ramp railing	60	$16.00	$960	Sect. 66, Pg. 2
Grass	1,700	$0.58	$986	Sect. 66, Pg. 8
Sprinklers	1,700	$1.28	$2,176	Sect. 66, Pg. 8
Sign	1	$35,000	$35,000	Sect. 56, Pg. 6
Total			**$145,786**	

Indirect Cost

Indirect costs, such as construction financing costs, appraisal, title work, and inspections, were estimated at 5% of direct costs and are shown in the table on the following page.

Entrepreneurial Incentive

Given the typical incentive to develop a mixed-use property like this, the entrepreneurial incentive was estimated at 12% of direct and indirect costs and is shown in the table on the following page.

Accrued Depreciation (Age-Life Method)

Depreciation is defined as a loss in property value from any cause. Accrued depreciation is the difference between an improvement's reproduction or replacement cost and the market value as of the appraisal date.

Various methods exist to estimate accrued depreciation. The appraisers considered the Age-Life method appropriate. This is the ratio of the building's effective age to its total economic life.

The effective age is based on the structure's appearance, condition, and utility. The effective age might be higher or lower than the actual age of the improvements depending on the maintenance and modernization given to the improvements. Economic life is the period that the improvements contribute to the overall property value. The effective age divided by the economic life is equal to the accrued depreciation %, which is deducted from the replacement cost to estimate the depreciated value of the property components.

Improvement	Direct Cost	Indirect Cost (5%)	Direct + Indirect Cost	Entrepreneurial Incentive 12%	Cost New	Effective Age	Economic Life	Depreciation	Accrued Depreciation	Depreciated Value
Apartment	$1,079,639	$53,982	$1,133,621	$136,035	$1,269,656	13	45	29%	$368,200	$901,456
Small Shop	$40,270	$2,014	$42,284	$5,074	$47,358	28	35	80%	$37,886	$9,472
Large Shop	$197,309	$9,865	$207,174	$24,861	$232,035	26	35	74%	$171,706	$60,329
Asphalt	$96,372	$4,819	$101,191	$12,143	$113,334	9	11	82%	$92,934	$20,400
Concrete	$1,292	$65	$1,357	$163	$1,519	11	16	69%	$1,048	$471
Concrete steps	$1,800	$90	$1,890	$227	$2,117	11	16	69%	$1,461	$656
Concrete Ramp	$7,200	$360	$7,560	$907	$8,467	11	16	69%	$5,842	$2,625
Ramp railing	$960	$48	$1,008	$121	$1,129	8	11	73%	$824	$305
Grass	$986	$49	$1,035	$124	$1,160					$1,160
Sprinklers	$2,176	$109	$2,285	$274	$2,559	10	18	56%	$1,433	$1,126
Sign	$35,000	$1,750	$36,750	$4,410	$41,160	10	12	83%	$34,163	$6,997
Total	$1,462,999	$73,150	$1,536,149	$184,338	$1,720,486				$715,497	$1,004,997

III – Cost Approach Summary

Having estimated the site value and the amount of physical depreciation of the improvements, the summary of the cost approach is illustrated as follows:

COST APPROACH SUMMARY

Replacement Cost New		**$1,720,494**
Accrued Depreciation		**$715,497**
Depreciated Value of Improvements		**$1,004,997**
Add Estimated Land Value		**$205,000**
	INDICATION OF VALUE BY THE COST APPROACH	**$1,209,997**

Based on the cost approach, the fee simple market value of the subject property, subject to outstanding rights and reservations of record as of the effective date of this appraisal was a rounded:

$1,210,000

ONE MILLION TWO HUNDRED TEN THOUSAND DOLLARS

SALES COMPARISON APPROACH

After conducting thorough market research and interviewing various real estate agents and market participants, the appraisers did not identify any truly comparable multi-use sales. Combining component values like apartment and shop values would violate the unit rule under the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). As a result, the sales comparison approach was not applicable. However, the appraisers identified comparable sales for each type of improvement and used these as a test of reasonableness. The tables below present the identified sales data.

Apartment Sales

Sale No.	1	2	3	4	5	6
Location	315 11th Ave SW	525 9th St SE	225 19th Street SE	305 27th Ave NW	1604 20th Ave NW	1608 20th Ave NW
Adj. Sale Price	$535,000	$361,000	$446,050 ($460,000-$13,950 concessions)	$1,050,000	$860,115 ($862,400-$2,285 concessions)	$860,115 ($862,400-$2,285 concessions)
Date of Sale	3/30/2023	8/19/2022	9/21/2023	12/29/2022	1/31/2023	1/31/2023
Year Built	1963	1977	1968	2003	2012	2012
Site Area (SF)	24,910	15,735	44,970	32,577	Shared	Shared
Above Grade SF	4,896	2,352	3,744	17,920	12,660	12,660
Basement SF	2,448 (daylight w/4 units)	2,352 (daylight w/4 units)	3,744 (daylight w/4 units)	0	0	0
Garages (SF)	2,100	0	0	4,064	0	0
Total Building SF	9,444	4,704	7,488	21,984	12,660	12,660
No. of Single Stalls in Garage	6	0	0	16	0	0
No. of Rentable Units	12	8	8	16	12	12
Unit Mix	(7) 1-BR, (5) 2-BR	(8) 1-BR	(8) 2-BR	(16) 2-BR/2-Bath	(12) 2-BR/2-Bath	(12) 2-BR/2-Bath
Sale Price/ Rentable Apt. SF	$73	$77	$61	$59	$68	$68
Sale Price per Building SF	$57	$77	$61	$48	$68	$68
Sale Price per Rentable Unit	$42,741	$45,125	$55,756	$65,625	$71,676	$71,676
Indicated Cap Rate	7.99%	6.29%	8.15%	Unknown	7.28%	7.28%

The analysis of comparable apartment sales revealed a $48 to $77 per square foot of total building area and $42,741 to $71,676 per rentable unit. Using the income capitalization approach, the subject property's apartment improvements were valued at $874,000, equating to $72,833 per rentable unit or $79 per square foot. This value aligns well with the range of comparable sales. Additionally, when applying the cost approach and allocating 75% of the overall value to apartment improvements, the result indicated $75,625 per apartment unit. These findings collectively reinforce the reasonableness of the value conclusions for the apartment improvements.

Shop Sales

Address	Sale Price	Yr. Built	Building Size in SF	Date of Sale	Transfer Document	Sale Price/SF
2625 14th Ave SW	$275,000	1950	6,400	6/30/2023	WD #3075065	$42.97
1132 18th St SW	$199,900	1950	3,200	10/18/2022	WD #3063970	$62.47
504 E Central Ave Unit C	$175,000	1955	2,556	2/28/2023	WD #3072323	$68.47
2220 20th Ave SW	$280,000	1970	4,000	8/1/2023	WD #3075868	$70.00
3115 4th St SW	$195,000	1987	2,400	11/27/2023	WD #3078764	$81.25

Comparable shop sales demonstrated a price range of $42.97 to $81.25 per square foot. The income capitalization approach provided a value indication of $254,000 for the shop spaces, equating to $67 per square foot. This value is well-supported by the range of comparable sales. Further, allocating 25% of the overall value from the cost approach to the shop improvements indicated $80 per square foot. These results validate the value conclusions reached for the shop improvements.

RECONCILIATION AND FINAL VALUE CONCLUSION

The purpose of this appraisal was to determine the fee simple market value of the subject property, subject to outstanding rights and reservations of record.

Through comprehensive market research and interviews with real estate agents and market participants, the appraisers determined that no truly comparable multi-use sales were available. Combining component values like apartment and shop values would violate the unit rule under the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). Consequently, the sales comparison approach was not applicable. However, sales of individual property types comprising the larger parcel were used to test reasonableness, supporting the value conclusions derived from the income capitalization and cost approaches.

The income capitalization approach indicated a value of **$1,130,000**. To develop this value:

- The subject's rent roll, historical income, and comparable rental data were analyzed to estimate market rent.
- The overall capitalization rate was derived using two methodologies to ensure reliability.

The data used for this approach was considered robust and reflective of market conditions, making this method a strong indicator of value.

The cost approach indicated a value of **$1,210,000**:

- Four land sales were analyzed to estimate the site value.
- Replacement costs were calculated using current data from the Marshall Valuation Service.
- Depreciation was estimated using the Age-Life method.

While this approach supported the value conclusions, the Yellow Book highlights that cost is not synonymous with market value. Therefore, this method was considered the least reliable in this assignment.

The subject property is more appealing to an owner-investor than an owner-user, making the income capitalization approach the most applicable valuation method. While the cost approach offered additional context, it was weighted less due to its inherent limitations as per Yellow Book standards.

Based on this analysis, the appraisers concluded that the **fee simple market value** of the subject property, subject to outstanding rights and reservations of record, as of the effective date, was:

$1,130,000
(One Million One-Hundred Thirty Thousand Dollars)

Personal Property Contribution

This opinion of value includes the appliances in the property's 12 apartment units, classified as personal property. As detailed in the table below, personal property accounts for approximately 2% of the total market value determined in this appraisal report.

	Market Value	Percentage of Market Value
Market Value Opinion	$1,130,000	100.0%
Real Estate	$1,107,500	98%
Personal Property	$22,500	2%

The appliances—12 refrigerators, oven/ranges, garbage disposals, washers, and dryers—had an estimated cost new of $45,000 based on the Marshall Valuation Service (Sect. 12, Pg. 41). These items were in average condition, with an estimated 50% depreciation, resulting in a depreciated value of $22,500.

CERTIFICATION OF THE APPRAISERS

We certify that, to the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

That such appraisal has been made in conformity with the appropriate laws, regulations, and policies and procedures applicable to the appraisal of property for such purposes; and that, to the best of my knowledge, no portion of the value assigned to such property consists of such items that are non-compensable under appropriate established law.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for that property.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the Uniform Act.

Jorge L. Pagan and Teri A. Scherr have made a personal inspection of the property that is the subject of this report and the property owner, or his/her designated representative, was given the opportunity to accompany the appraisers during the property inspection.

No one provided significant real property appraisal assistance to the individuals signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, Jorge Luis Pagan has completed the continuing education program for Designated Members of the Appraisal Institute.

Jorge L. Pagán, MAI, CCIM, R/W-AC
Certified General Appraiser
NDCG-2604

Teri Scherr
Certified General Appraiser
NDCG-21753

ADDENDUM

QUALIFICATION DATA OF THE APPRAISERS AND APPRAISERS' PERMITS

Qualification Data - Jorge Luis Pagan, MAI, CCIM, R/W-AC

Education:

Master of Business Administration - Finance (1987), Xavier University, Cincinnati, Ohio
Bachelor of Business Administration - Marketing (1985), University of Puerto Rico, San Juan, P.R.

Successfully completed the curriculum of the Appraisal Institute's Litigation Professional Development Program and passed the corresponding examinations.

Professional Experience:

Real Estate Consultant and Appraiser
November 1992 to present

Affiliations:

Appraisal Institute – MAI Designee
CCIM Institute - CCIM Designee
International Right of Way Association – R/W-AC Designee
National Association of Realtors – Affiliate

Licenses:

ND Certified General Real Property Appraiser #CG-2604
PR Real Estate Appraiser License #675
PR Certified General Real Estate Appraiser #120

Courses and Seminars:

Appraisal Institute	Location	Date	Hours
Review Theory – General	Sacramento, CA	Sep-23	33
Inconsistency: It's Hiding in Plain Sight in your Residential Appraisal	Bismarck, ND	Jun-23	7
Valuation Resources for Solar Photovoltaic Systems	Online	Nov-22	3
Business Practices and Ethics	Online	Jun-22	6
Valuation by Comparison: Residential Analysis and Logic	Bismarck, ND	Apr-22	7
Appraisal of Manufactured Homes Featuring Next-Generation Manufactured Homes	Dallas	Apr-19	8.5
Puerto Rico Laws & Regulations	San Juan, PR	Apr-19	10
Attacking & Defending an Appraisal in Litigation	Virginia	Aug-18	16
Valuing an Appraisal Practice	Virginia	Aug-18	2
Staying Out of Trouble	Virginia	Aug-18	7
Business Practices and Ethics	Online	Dec-17	5
Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications	St. Paul, MN	Apr-17	15
Real Estate Appraisal Operations	Online	Jan-16	4
Evaluating Commercial Construction	Reno, NV	Sep-14	15
Complex Litigation Appraisal Case Studies	Guayanilla, PR	Mar-14	7
Real Estate Finance, Statistics and Valuation Modeling	San Juan, PR	Jul-13	15
Litigation Appraising: Specialized Topics and Applications	Flint, MI	Oct-12	16
Condemnation Appraising: Principles and Applications	Aurora, CO	Dec-10	22
The Appraiser as an Expert Witness: Preparation and Testimony	Rapid City, SD	Oct-10	16
Business Practices and Ethics	Online	Dec-09	8
General Demo Appraisal Report Writing	Indianapolis, IN	Nov-09	7
Valuation of Detrimental Conditions in Real Estate	Online	Jan-08	7
Small Hotel/Motel Valuation	Online	Jan-08	7
Feasibility, Market Value, Investment Timing: Option Value	Online	Nov-07	7
Appraising Convenience Stores	Online	Oct-07	7
7-Hour National USPAP Course	Online	Oct-07	7
Eminent Domain and Condemnation	Online	Oct-07	7
Laws and Regulations of the Appraisal Profession in PR	San Juan, PR	Apr-05	15
II420 Business Practices and Ethics	San Juan, PR	Apr-05	8
530: Advanced Sales Comparison and Cost Approaches	Boca Raton, FL	Apr-04	40
410: Standards of Professional Appraisal Practice	Berlin, CT	Oct-03	15
Subdivision Analysis	San Juan, PR	Nov-02	7
550: Advanced Applications	Minneapolis, MN	Jul-00	40
Standards of Professional Practice, Part C	Ft Worth, TX	Jan-98	16
Highest and Best Use Market Analysis	San Juan, PR	May-96	40
Appraisal of Retail Properties	San Juan, PR	Feb-96	7
Dynamics of Office Building Valuation	San Juan, PR	Dec-95	7

Appraisal Review - Income Properties	San Diego, CA	Jan-94	7
Accrued Depreciation	San Diego, CA	Jan-94	7
Real Estate Risk Analysis	Chicago, IL	Jun-93	7
Real Estate Condemnation and Zoning	Chicago, IL	Jun-93	7
Feasibility Analysis and Highest & Best Use Non-Residential Properties	Chicago, IL	Jun-93	7
Appraising Troubled Properties	Chicago, IL	Apr-93	7
Rates, Ratios, and Reasonableness	Englewood, CA	Apr-93	7
Report Writing and Valuation Analysis	Tallahassee, FL	Aug-92	36
Case Studies in Real Estate Valuation	Tallahassee, FL	Aug-92	36
Capitalization Theory and Techniques, Part A	San Jose, CA	Jul-92	39
Capitalization Theory and Techniques, Part B	San Jose, CA	Jul-92	39
Standards of Professional Practice, Part A	San Diego, CA	Jun-92	16
Standards of Professional Practice, Part B	San Diego, CA	Jun-92	11
Basic Valuation Procedures	Spartanburg, SC	May-92	40
Real Estate Appraisal Principles	Cherry Hill, NJ	Apr-92	39

CCIM Institute

Market Analysis for Commercial Real Estate	San Juan, PR	Aug-03	6
Course Concepts Review	Anaheim, CA	Nov-94	8
Advanced Techniques in Leasing and Marketing Commercial Real Estate	Chicago, IL	Jul-94	40
The Impact of Money and Capital Markets on Real Estate Financing	San Francisco, CA	Jul-94	8
Decision Analysis for Commercial Real Estate	Exam Challenged	Jul-94	0
Market Analysis for Commercial Real Estate	Dallas, TX	Apr-94	40
Financial Analysis for Commercial Real Estate	Exam Challenged	Jan-94	0
Introduction to Commercial Real Estate Analysis	Dorado, PR	Sep-93	16

International Right of Way Association

403 Easement Valuation	Online	Jul-23	8
102 Elevating Your Ethical Awareness	Online	Jul-23	8
603 Understanding Environmental Contamination in Real Estate	Online	Apr-20	8
604 Environmental Due Diligence and Liability	Online	Apr-20	8
802 Legal Aspects of Easements	Online	Apr-20	8
104 Standards of Practice for the Right of Way Professional	Online	Feb-20	8
801 US Land Titles	Online	Jul-17	16
205 Bargaining Negotiations	Online	May-17	16
431 Problems in the Valuation of Partial Acquisitions	Plano, TX	Aug-16	8
421 The Valuation of Partial Acquisitions	Milwaukee, WI	Nov-11	32
103 Ethics and the Right of Way Profession	Bismarck, ND	May-08	8

North Dakota Appraisers Association

7-Hour National USPAP Course, 2024-25	Via Zoom	Nov-23	7

7-Hour National USPAP Course, 2020-21	Fargo, ND	Nov-19	7

Appraisal Foundation (McKissock)

7-Hour National USPAP Course, 2018-19	Online	Dec-17	7
7-Hour National USPAP Course, 2016-17	Online	Dec-15	7

North Dakota Real Estate Appraisers Board

ND Training Course for Supervising Appraisers and Apprentice Appraisers	Bismarck, ND	Dec-15	4
7-Hour National USPAP Course, 2014-15	Bismarck, ND	Dec-13	7
7-Hour National USPAP Course, 2012-13	Bismarck, ND	Dec-11	7
7-Hour National USPAP Course, 2010-11	Bismarck, ND	Feb-10	7
7-Hour National USPAP Course, 2008-09	Bismarck, ND	Feb-08	7

PR Institute of Evaluators

Expropriation and Property Rights	San Juan, PR	Aug-99	5
Legal Aspects in the Valuation of Leased Properties	San Juan, PR	Mar-92	2

American Institute of Certified Public Accountants

Introduction to Business Valuations and Professional Practices	San Juan, PR	Sep-98	8
An Engagement Approach to Researching, Evaluating & Understanding the Co.	San Juan, PR	Sep-98	8

National Highway Institute – FHWA- US Dept of Transportation

141053 Foundations of Federal-Aid Highway Program Appraisals	Online	Apr-20	7
141045 Real Estate Acquisition under the Uniform Act	Online	Apr-20	6
141047 Local Public Agency Real Estate Acquisition	Online	Apr-20	6
141043 Appraisal for Federal-Aid Highway Programs	Pierre, SD	Apr-15	12
141044 Appraisal Review for Federal-Aid Highway Programs	Pierre, SD	Apr-15	6

Organization of Real Estate Professionals (OREP)

FHA Appraisal Standards	Online	Dec-21	7
Appraisal Adjustments II: Solving Complex Problems	Online	Mar-20	7
How to Support and Prove your Adjustments	Online	Feb-20	7
How to Raise Appraisal Quality and Minimize Risk	Online	Feb-20	7

Other Courses and Seminars

UASFLA (ASFMRA)	Deadwood, SD	Oct-23	23
7-Hour National USPAP Course, 2022-23 (McKissock)	Online	Dec-21	7
Analyzing Market Conditions (Trans-America Institute of Professional Studies)	Bismarck, ND	Jun-09	7
Income Approach (ASFMRA)	Fargo, ND	Mar-09	8
Oil, Gas, and Mineral Law (Half Moon, LLC)	Bismarck, ND	Oct-08	6
Total Hours			**1,217**

List of trials in which Appraiser Jorge L. Pagan testified as an Expert Witness:

Civil Case No.: 30-2019-CV-00322 Morton County
Mitzel Contractors, Inc. (Plaintiff) v. Eddy Mitzel (Defendant) v. Leeroy Mitzel, et. al. (3rd-Party Defendants)
Trial dates: January 19, 2023 to January 27, 2023

Civil Case No.: 28-2022-CV-94 McLean County
Larry and Constance Rime (Plaintiff) v. Travis Inglehart (Defendant)
Trial dates: January 9, 2023 to January 10, 2023

Civil Case No.: 51-2021-CV-01153 Ward County
City of Minot (Plaintiff) v. D & S Rentals II, LLC (Defendant)
Trial dates: June 7, 2022 to June 8, 2022

Civil Case No.: 51-2019-CV-00511 Ward County
City of Minot (Plaintiff) v. Paul Miller, et al. (Defendant)
Trial dates: September 17, 2020 to September 18, 2020

Civil Case No.: 08-2018-DM-00380 Burleigh County
Wade Felton (Plaintiff) v. Kathryn Felton (Defendant)
Trial dates: February 21, 2019 to February 22, 2019

Civil Case No.: 09-2017-CV-01047 Cass County
City of Fargo (Plaintiff) v. Karen Wieland (Defendant)
Trial dates: December 4, 2018 to December 6, 2018

Civil Case No.: 51-2017-CV-01022 Ward County
Sidney William Belzer and Denese Lynn Belzer (Plaintiff) v. City of Minot (Defendant)
Trial dates: July 17, 2018 to July 18, 2018

Civil Case No.: 09-2017-CV-00653 Cass County
City of Fargo (Plaintiff) v. Gary M. Cavett, et al. (Defendant)
Trial dates: June 25, 2018 to June 29, 2018

Civil Case No.: 31-2013-CV-00105 Mountrail County
North Dakota Department of Transportation (Plaintiff) v. Wayne Stubstad, et. al. (Defendant)
Trial dates: October 13, 2015 to October 14, 2015

Civil Case No.: 31-2013-CV-0094 Mountrail County
North Dakota Department of Transportation (Plaintiff) v. Steven Barth Pennington, et al. (Defendant)
Trial dates: April 21, 2015 to April 22, 2015

Civil Case No.: 09-2011-CV-03001 Cass County
North Dakota Department of Transportation (Plaintiff) v. WR Properties LLCP (Defendant)
Trial dates: May 21, 2013 to May 22, 2013

The appraiser has testified as an expert witness in the District Courts of San Juan and Carolina, United States Commonwealth of Puerto Rico and in administrative appeals at the City of Minot and Burleigh County, North Dakota. Appointed as a referee for a real estate matter at the NE Judicial District Court, North Dakota.

Publications:

None

QUALIFICATION DATA – TERI A. SCHERR

Education

Bachelor of Business Administration – Management and Marketing Concentrations
Colorado Mesa University, Grand Junction, Colorado

State Licenses and Certifications

Certified General Real Property Appraiser
Permit No. CG-21753, State of North Dakota

Notary Public, State of North Dakota
Commission expires on 11/02/2026

Professional Experience

Real Property Appraiser
Appraiser Jorge Pagan
Bismarck, North Dakota
July 2013 – Present

Real Estate Agent
Bianco Realty, Inc.
Bismarck, North Dakota
Jan. 2006 – Dec. 2013

Realty Officer
North Dakota Department of Transportation
Bismarck, North Dakota
Sept. 2010 – July 2013

Title Chainer
American Title
Eugene, Oregon
Dec. 2004 – Nov. 2005

Specialized and Continuing Education

Over 425 hours of specialized appraisal courses and seminars were taken through the Appraisal Institute and others.

Type of Real Estate Appraisal Experience

Agricultural and Commercial Properties, Single and Multi-Family Residential Properties, Apartments, Office Buildings, Industrial Properties, Proposed Residential Subdivisions, and Special Purpose Properties.

Appraisal Institute Courses	**Location**	**Date**	**Hours**
General Appraiser Market Analysis & Highest and Best Use	Online	Nov-16	30
General Appraiser Report Writing & Case Studies	Online	Nov-16	30
General Appraiser Site Valuation & Cost Approach	Online	Aug-16	30
General Appraiser Income Approach Part 2	Fargo, ND	Dec-14	30
General Appraiser Income Approach Part 1	Fargo, ND	Oct-14	30
Statistics Modeling and Finance	Fargo, ND	Sep-14	15
General Appraiser Sales Comparison Approach	Online	Jul-14	30
Basic Appraisal Procedures	Online	May-13	30
15-Hour National USPAP	Online	Apr-13	15
Basic Appraisal Principles	Online	Feb-13	30
Appraisal Foundation (McKissock)			
7-Hour National USPAP Course, 2018-19	Online	Dec-18	7
7-Hour National USPAP Course, 2020-21	Online	Dec-20	7
7-Hour National USPAP Course, 2022-23	Online	Nov-22	7
The Basics of Expert Witness for Commercial Appraisers	Online	Dec-22	7
Complex Properties: The Odd Side of Appraisal	Online	Dec-22	7
Best Practices for Completing Bifurcated and Hybrid Appraisal	Online	Dec-22	3
Introduction to Expert Witness Testimony for Appraisers: To Do or Not to Do	Online	Dec-22	4
7-Hour National USPAP Course, 2024-25	Online	Nov-23	7
Other Courses and Seminars			
Foundations of Federal-Aid Highway Program Appraisals	Online	Oct-23	7
Uniform Appraisal Standards for Federal Land Acquisitions Yellow Book (ASFMRA)	Deadwood, SD	Oct-23	23
Eminent Domain (ASFMRA)	Denver, CO	Mar-20	22
The Valuation of Partial Acquisitions (IRWA)	Rapid City, SD	Dec-18	32
Teaching Appraisal Techniques (State Tax Commissioner)	Bismarck, ND	May-14	30
Real Estate Acquisition under the Uniform Act (NHI)	Online	Mar-18	6
Total Hours			**439**

List of Trials:

None

Publications:

None

North Dakota Real Estate Appraiser Qualifications and Ethics Board

Jorge L Pagan

Is fully qualified
in the State of North Dakota as A

Certified General Appraiser
ND Permit Number: CG-2604

Date of Issuance: 01/01/2025
Expiration Date: 12/31/2025

Unless sooner suspended or revoked, as provided by law.

Appraiser Signature

North Dakota Real Estate Appraiser Qualifications and Ethics Board

Teri A. Scherr

Is fully qualified
in the State of North Dakota as A

Certified General Appraiser
ND Permit Number: CG-21753

Date of Issuance: 01/01/2025
Expiration Date: 12/31/2025

Unless sooner suspended or revoked, as provided by law.

Teri Scherr
Appraiser Signature

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between Duane Brekke and Jeanne Brekke, whose post office address is 3507 13th St SW, MINOT, ND 58701, hereinafter called "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter called "City."

WITNESSETH, that the Seller agrees to sell and the City agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by the Seller and located in the County of Ward, State of North Dakota, to-wit:

LENOX PARK 2ND ADDN LOT 1

Street Address:	420 15th St SE
Tax Parcel ID:	MI19.B81.000.0010
File No.:	7004

Notwithstanding any other provision of this Purchase Agreement, City shall have no obligation to purchase the Property, and no transfer of title to the City may occur, unless and until the City has received a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the Property by City may proceed. Upon receipt of the written determination and approved release of funds and subject to other terms and conditions of this Purchase Agreement, the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. City shall use its best efforts to ensure environmental review of the property is concluded expeditiously.

In further consideration of the covenants and obligations contained herein, the parties agree as follows:

PURCHASE PRICE. The purchase price for all of the Seller's right, title and interest in the Property shall be One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000) ($205,000 Land, $1,095,000 Structure), payable at Closing, which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9. Except as otherwise provided herein, the Seller shall receive no other compensation from the City for the Seller's right, title, and interest in the Property. Notwithstanding the foregoing, Seller may be entitled to benefits and assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D.C.C.* § 54-01.1.

2. ABSTRACT AND TITLE INSURANCE. Prior to Closing, Seller shall provide the City possession of an abstract of title or title insurance policy showing marketable title of the Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by the City. In the event that Seller is unable to deliver an existing abstract or title insurance policy to the City, the cost of creating a new abstract or acquisition of title insurance shall be paid by the City. Seller shall pay all costs required to perfect its title to the property. Seller agrees to cooperate with the City and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon Closing, all abstracts and title insurance policies shall become the property of the City.

If Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to the Seller, then this agreement may be terminated at the option of the City, except that the City may waive defects and elect to close the purchase.

3. DEED. Seller shall, on full compliance by City with the promises herein, execute and deliver to City a Warranty Deed, in recordable form, conveying marketable title free from all encumbrances, except the following:

A. Conditions, covenants, restrictions, limitations, terms, easements, and declarations of record;

B. Taxes, general and/or special assessments, not yet certified for collection;

C. Facts that a survey or personal inspection of the property will disclose;

D. All zoning regulations and ordinances;

E. Covenants required by federal, state or local authorities as a result of the acquisition of the property.

4. CLOSING DATE. This transaction shall be finally closed and a Warranty Deed as required herein delivered to the City at a date mutually agreed to by the parties but in no event later than 90 days after the date thereof.

5. POSSESSION. City shall be entitled to possession of the Property at the Closing. The City shall be entitled to receipt of all rents and profits from the Property after closing.

6. INSPECTION OF PROPERTY. City shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to Closing. Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this agreement.

7. REMOVAL OF PERSONAL PROPERTY. Prior to the Closing Date, Seller at its own expense shall remove all personal property which Seller wishes to retain. Also, prior to or on the Closing Date, Seller shall execute and deliver to the City the Certificate of Removal of Personal Property attached as Exhibit "A." Any personal property remaining in the structure at the time of Closing will become the property of the City.

8. NO HOLDOVER PERIOD FOR OCCUPANTS. Seller shall ensure that it and all other current occupants vacate the Property at the Closing Date.

9. PURCHASE PRICE DEDUCTIONS. Prior to disbursing payment to the Seller, City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document, to pay taxes, assessments, mortgages, liens and acquisition of other parties' outstanding interests in the Property.

10. STATUS QUO MAINTAINED. Except as otherwise authorized by City, the Property shall be preserved in its present condition and Seller shall deliver it intact at the time of closing. In the event salvage is authorized, the replacement value of the salvaged items will be deducted from the Purchase Price stated in paragraph 1. All risk of loss or damage to the Property is on Seller until closing. Prior to closing, Seller shall promptly give written notice to the City of any salvage, loss or damage to the Property. In the event of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to terminate this agreement effective immediately. However, in the case of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to: (1) take possession of the Property upon completion of the terms and obligations of this Purchase Agreement; (2) terminate this agreement effective immediately; or (3) renegotiate the Purchase Price.

11. UTILITIES. Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by City.

12. TAXES. Seller shall pay a pro-rata share of taxes on the Property through date of closing and all unpaid taxes for prior years.

13. SPECIAL ASSESSMENTS. Seller agrees to pay any and all unpaid special assessments including but not limited to any uncertified balance of special assessments.

14. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

15. LEASES. Seller represents and warrants to City that, except as stated herein, there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. Seller shall hold harmless and indemnify City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property except as listed below:

Tenant Name	Tenant Phone #	Lease Date	Lease Beginning Date	Lease Ending Date
1.				
2.				
3.				
4.				

If the Property or any portion thereof is leased to a third party, such third party tenant or occupant may be eligible for benefits or assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N D C.C.* § 54-01.1. The City and/or its agents, contractors or representatives will be contacting tenants or occupants to provide information and notices as may be required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N D.C C* § 54-01.1, including, but not limited to, notices that the tenant or occupant must permanently relocate from the Property. Consequently, tenants or occupants might move from the Property prior to the Closing Date. Seller agrees to allow such tenants to move from the Property without penalty and will not consider such move as a breach of any lease, rental or occupancy agreement which Seller may have with the tenant or occupant.

Seller's Initials DLB JMB

If any tenant or occupant should move out of the Property after the date of this agreement, Seller agrees not to lease or rent such vacated unit to any other person or otherwise allow any occupancy of such vacated unit. Other than the consideration stated in paragraph 1, Seller shall not receive any additional payment, consideration or compensation for loss of rent or reimbursement of any expenses related to any vacancies.

16. APPROVAL OF COURT. If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of Purchase Price, unless declared unnecessary by the City. If court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of an order approving the sale.

17. ENVIRONMENTAL MATTERS.

A. Environmental Representations and Warranties. For purposes of this agreement, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 6901 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance" or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "Environmental Laws"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

To the best of Seller's knowledge, Seller hereby represents and warrants to City that:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites or underground storage tanks located in, on or about the Property;

(2) There is and has been no hazardous waste or hazardous substance stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;

(3) At no time have any federal or state hazardous waste or hazardous substance cleanup funds been expended with respect to any of the Property;

(4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous waste or hazardous substance coming in contact with the Property;

(5) Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the North Dakota Department of Health, or any other governmental agency with authority under any environmental laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste or hazardous substance on the Property, or any violation of any environmental laws; and

(6) Neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing. In addition, the

foregoing representations and warranties and the indemnification provisions in this agreement shall not be affected by any study, investigation, or inspection of the property by the City or any agent of the City.

B. Environmental Indemnification. Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property, or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the Property, Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City in its sole and unrevocable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may terminate this agreement effective immediately.

Seller's Initials

DB JMB

18. LIQUIDATED DAMAGES FOR SELLER DEFAULT. Should the Seller default in completing the terms and conditions of this Purchase Agreement, Seller agrees to pay the sum of Two Thousand Five Hundred and no/100 dollars ($2,500.00) as liquidated damages or the City, at City's option, may pursue an action for specific performance of this agreement. In establishing the amount of liquidated damages, the undersigned Seller and City specifically acknowledge that actual damages resulting from Seller's breach are impractical or extremely difficult to ascertain. Seller and City have made a reasonable endeavor to fix a fair and reasonable compensation for Seller's breach and that the amount thus established is acknowledged by both Seller and City to bear a reasonable relation to probable damages and is not

disproportionate to any damages that could reasonably be anticipated to be suffered by City in event of Seller's default.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.

20. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

21. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22. NO COMMISSION. Each party hereto represents to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

23. ENTIRE AGREEMENT. This Purchase Agreement contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth in this agreement.

24. MODIFICATION. No modification of this agreement shall be valid or binding unless the modification is in writing, duly stated and signed by both parties.

25. EXHIBITS. Exhibit "A" (Certificate of Removal of Personal Property), Exhibit "B" (Bill of Sale), Exhibit "C" (Affidavit of Sellers) are attached hereto and by this reference made a part hereof.

26. SURVIVAL. The obligations and covenants of this Purchase Agreement, specifically, but not limited to, paragraphs 15, 17, 18, 23 and 25 shall survive the closing of the sale and any transfer of title to the property to the City.

The City hereby agrees to purchase the Property described in this agreement for the price and on the terms and conditions set forth in this agreement.

CITY OF MINOT, a North Dakota
municipal corporation

_____
By: Mark Jantzer, Acting Mayor

_____
By: David Lakefield, Its Finance Director

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of _____, 2025, before me, a Notary Public within and for said County and State, personally appeared Mark Jantzer, Acting Mayor and David Lakefield, Finance Director, known to me to be the persons described in and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same on behalf of the City of Minot.

_____
Notary Public

Seller hereby agrees to sell the above-described Property at the price and on the terms and conditions set forth in this agreement.

Duane Brekke

Duane Brekke
Social Security No. [redacted]

Jeanne Brekke

Jeanne Brekke
Social Security No. [redacted]

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm

Notary Public

EXHIBIT "A"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

Duane Brekke and Jeanne Brekke, hereby state(s) that I/we have removed all wanted personal property, equipment, furnishings and appliances from the site at 420 15th St SE, Minot, ND. I/we further declare that any and all personal property remaining on the premises is hereby abandoned and I/we relinquish any further claim or interest thereto.

This document shall be effective as of the date of closing.

Duane Brekke

Duane Brekke

Jeanne Brekke

Jeanne Brekke

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Heidi Wilhelm

Notary Public

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

EXHIBIT "B"

BILL OF SALE

Duane Brekke and Jeanne Brekke, hereinafter the "Seller", for good and valuable consideration, receipt of which is hereby acknowledged, do hereby sell, convey, assign, transfer and release to the City of Minot, North Dakota, all the Seller's right, title and interest in all fixtures, improvements, furnishings, appliances and personal property located on the premises at 420 15th St SE, Minot, ND and legally described as:

LENOX PARK 2ND ADDN LOT 1, MINOT, WARD COUNTY, NORTH DAKOTA

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building improvements, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants except:

_____

This document shall be effective as of the date of closing.

DATED this 24 day of July, 2025.

Duane Brekke

Duane Brekke

Jeanne Brekke

Jeanne Brekke

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm
Notary Public

EXHIBIT "C"

AFFIDAVIT OF SELLER(S)

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

I/We, being first duly sworn on oath, depose and say:

That I am of legal age and am the Seller (or one of the Sellers) of that real property described as:

LENOX PARK 2ND ADDN LOT 1, MINOT, WARD COUNTY, NORTH DAKOTA

That I am now (together with other Sellers, if any) in possession of said property (or was in possession of said property until possession was delivered by the Purchaser(s) in this transaction, and no other persons (except other Sellers or the Purchaser(s)) are in possession of said property, except as disclosed below;

That there are no unrecorded contracts for deed, leases, rental agreements, repair or construction orders or agreements, or any other contracts or agreements affecting that property, except the listing and sale agreements which are a part of this transaction, and those further agreements disclosed below;

That there have been no labor or materials furnished to said premises during the last ninety (90) days for which full payment has not been made, and there are no contested or unpaid bills for materials or labor for improvements or repairs to the property, except as stated below;

That I have inspected the property and to the best of my knowledge and belief, there are no easements, or claims of easements which are not shown by the public records, and that there are no discrepancies, conflicts in boundary lines, shortages in area or encroachments which are not shown by the public records, except as stated below;

That there are no bankruptcy or divorce proceedings, nor any other actions in county, state or federal courts, nor any tax lien proceedings, pending or in progress against or involving me (nor, to my knowledge, any other buyer), except as stated below; and,

That any judgments, bankruptcy proceedings, or tax liens of record against parties with the same or similar names are not against me, except as stated below.

Statement of exceptions: [list all exceptions here] _____
_____.

This Affidavit is made for the purpose of inducing a title insurance company to issue an Owner's Policy of Title Insurance on the premises without exception to rights of parties in possession, mechanics' and materialmen's lien claims, easements or claims of easements, discrepancies, conflicts in boundary lines, shortages in area, or encroachments, which do not appear of record.

Duane Brekke
Duane Brekke

Jeanne Brekke
Jeanne Brekke

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 24 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Duane Brekke and Jeanne Brekke, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Heidi Wilhelm
Notary Public

TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 4, 2025

SUBJECT: **CONCUR ON PURCHASE PRICE FOR FLOOD BUYOUT AT 709 W CENTRAL AVE FOR $335,000**

I. RECOMMENDED ACTION

It is recommended City Council approve the purchase price of the property and authorize the Mayor to sign the purchase agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot Policy and Procedures for Involuntary Acquisition includes a provision that any negotiated purchase price for flood buyouts under these guidelines where the purchase price exceeds fifteen percent (15%) and $15,000 from the initial purchase price offer made by the City shall go to the Council before a closing can take place. This procedure is not a requirement under the HUD rules or the provisions of the federal Uniform Relocation Act but, rather, was instituted as a city policy in 2015.. In terms of a negotiated purchase price, one federal requirement is that, to meet the standards of necessary and reasonable, a negotiated purchase price above the original offer cannot exceed the typical average cost if an acquisition had to go through an Eminent Domain proceeding. In eminent domain cases, residents may be awarded compensation for legal fees, providing a cap meeting the federal requirement for necessary and reasonable

B. Proposed Project

The independent appraised value originally set for this property was $277,000, which per federal requirements, was the initial offer made to the property owner. The foremost goal in all these flood buyout negotiations is to reach an amicable purchase price to avoid eminent domain court decision. To date, there have only been a handful of instances where the City has been compelled to secure eminent domain court decisions and in both cases it was the result of the property owners of record being totally unresponsive to numerous communications and court filings. As a result of successful negotiations with the

property owner in this matter, we have reach agreement on a purchase price of $335,000, which is below the cap to meet HUD's requirement of a necessary and reasonable cost. However, the purchase price is twenty-one percent (21%) above the initial offer and exceeds SI5,000 from the original offer. HUD also requires, in such situations, that an "Administrative Settlement" memorandum become part of the acquisition file which is signed by me (the draft document is attached).

C. Recommendation Detail

Staff recommend council approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The acquisition of the property is necessary to support flood control and mitigation projects. Reaching a mutual agreement on the purchase price avoids court proceedings through the eminent domain process.

C. Fiscal Impact

Project Costs

$335,000

Project Funding

State Water Commission funds

VI. ALTERNATIVES

Council could not authorize the Mayor to assign the Purchase Agreement. By doing so, staff would renegotiate an offer to the property owner. If the city and the property owner fail to agree on a price, eminent domain proceedings could occur. The city could potentially be responsible for any legal fees incurred by the property owner.

To: Minot City Council

From: Chris Plank, NDR Grant Manager

Date: July 24, 2025

Subject: Justification for Administrative Settlement: 709 W Central Ave – Eichstadt

A counteroffer has been presented by the property owner, Monica Eichstadt for the purchase of Parcel MI123.372.060.0032; Property Address 709 W Central Ave, Minot, ND 58701; Legal Description Serene Addition 140' Lot 3 Block 6.

As a result of negotiations, the property owner has agreed to a purchase price of $335,000. This amount represents an increase of $58,000, or 21%, over the approved appraised value of $277,000. The Date of Value of the appraisal by Jorge L. Pagan, MAI, was 11/21/2024.

Administrative Settlements are included in the Uniform Relocation Assistance and Real Property Acquisition Act (URA), 49 CFR Part 24, Section 24.102(i), and provide that the purchase price for the property may exceed the amount offered as just compensation when such administrative settlement is reasonable, prudent and in public interest. The administrative settlement may consider trial risks and costs and is an alternative to judicial resolution and unnecessary litigation which may cause congestion in the courts.

If the City were to accept $335,000 for the purchase of 709 W Central Ave, it would be in accordance with the foregoing provisions of the URA. The primary factor for the City to accept the negotiated price is to consider the costs it would incur when it decides to pursue the purchase of the property through a condemnation action. When the City determines that the property is required for future use and would proceed to condemn the property, the trial risks and associated costs could be substantial. Beyond the risks of jury awarding the property owners, North Dakota Eminent Domain law would require the City to pay the property owners' litigation expenses, in addition to the City's own fees and costs for legal counsel and experts for pre-trial and trial proceedings

Based on the foregoing, and the risks and costs of legal proceedings, the purchase price in the amount of $335,000 for 709 W Central Ave is reasonable and justified. Acceptance by the City would also demonstrate that the City of Minot is willing to work with property owners to reach a settlement that is beneficial to all parties.

It is, therefore, my recommendation that the City of Minot accept the purchase price in the amount of $335,000 for 709 W Central Ave, Minot, ND 58701.

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between Monica Porterfield, whose post office address is 709 W Central Ave, Minot, ND 58701, hereinafter called "Seller", and the City of Minot, a North Dakota municipal corporation, whose post office address is P.O. Box 5006, Minot, ND 58702-5006, hereinafter called "City."

WITNESSETH, that the Seller agrees to sell and the City agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by the Seller and located in the County of Ward, State of North Dakota, to-wit:

SERENE ADDITION NORTH 140' LOT 3 BLOCK 6

Street Address:	709 W Central Ave
Tax Parcel ID:	MI23.372.060.0032
File No.:	7013

Notwithstanding any other provision of this Purchase Agreement, City shall have no obligation to purchase the Property, and no transfer of title to the City may occur, unless and until the City has received a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the Property by City may proceed. Upon receipt of the written determination and approved release of funds and subject to other terms and conditions of this Purchase Agreement, the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property. City shall use its best efforts to ensure environmental review of the property is concluded expeditiously.

In further consideration of the covenants and obligations contained herein, the parties agree as follows:

PURCHASE PRICE. The purchase price for all of the Seller's right, title and interest in the Property shall be Three Hundred Thirty Five Thousand and 00/100 Dollars ($335,000), ($33,200 Land, $301,800 Structure), payable at Closing, which sum shall be reduced by any amounts paid by the City on behalf of the Seller for the purposes set forth in paragraph 9. Except as otherwise provided herein, the Seller shall receive no other compensation from the City for the Seller's right, title, and interest in the Property. Notwithstanding the foregoing, Seller may be entitled to benefits and assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N D C C* § 54-01.1.

2. ABSTRACT AND TITLE INSURANCE. Prior to Closing, Seller shall provide the City possession of an abstract of title or title insurance policy showing marketable title of the Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by the City. In the event that Seller is unable to deliver an existing abstract or title insurance policy to the City, the cost of creating a new abstract or acquisition of title insurance shall be paid by the City. Seller shall pay all costs required to perfect its title to the property. Seller agrees to cooperate with the City and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon Closing, all abstracts and title insurance policies shall become the property of the City.

If Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to the Seller, then this agreement may be terminated at the option of the City, except that the City may waive defects and elect to close the purchase.

3. DEED. Seller shall, on full compliance by City with the promises herein, execute and deliver to City a Warranty Deed, in recordable form, conveying marketable title free from all encumbrances, except the following:

A. Conditions, covenants, restrictions, limitations, terms, easements, and declarations of record;

B. Taxes, general and/or special assessments, not yet certified for collection;

C. Facts that a survey or personal inspection of the property will disclose;

D. All zoning regulations and ordinances;

E. Covenants required by federal, state or local authorities as a result of the acquisition of the property.

4. CLOSING DATE. This transaction shall be finally closed and a Warranty Deed as required herein delivered to the City at a date mutually agreed to by the parties but in no event later than 90 days after the date thereof.

5. POSSESSION. City shall be entitled to possession of the Property at the Closing. The City shall be entitled to receipt of all rents and profits from the Property after closing.

6. INSPECTION OF PROPERTY. City shall have the right to conduct such investigations, inspections and inventories of the Property as it deems reasonable or necessary prior to Closing. Seller hereby grants the City, its officers, agents, employees and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement for the purposes of investigating, inspecting and performing inventories of the Property and for other purposes consistent with City's interest under this agreement.

7. REMOVAL OF PERSONAL PROPERTY. Prior to the Closing Date, Seller at its own expense shall remove all personal property which Seller wishes to retain. Also, prior to or on the Closing Date, Seller shall execute and deliver to the City the Certificate of Removal of Personal Property attached as Exhibit "A." Any personal property remaining in the structure at the time of Closing will become the property of the City.

8. NO HOLDOVER PERIOD FOR OCCUPANTS. Seller shall ensure that it and all other current occupants vacate the Property at the Closing Date.

9. PURCHASE PRICE DEDUCTIONS. Prior to disbursing payment to the Seller, City may use a portion of the Purchase Price to satisfy the Seller's obligations under this document, to pay taxes, assessments, mortgages, liens and acquisition of other parties' outstanding interests in the Property.

10. STATUS QUO MAINTAINED. Except as otherwise authorized by City, the Property shall be preserved in its present condition and Seller shall deliver it intact at the time of closing. In the event salvage is authorized, the replacement value of the salvaged items will be deducted from the Purchase Price stated in paragraph 1. All risk of loss or damage to the Property is on Seller until closing. Prior to closing, Seller shall promptly give written notice to the City of any salvage, loss or damage to the Property. In the event of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to terminate this agreement effective immediately. However, in the case of salvage, loss, damage or destruction of all or part of the Property, City shall have the option to: (1) take possession of the Property upon completion of the terms and obligations of this Purchase Agreement; (2) terminate this agreement effective immediately; or (3) renegotiate the Purchase Price.

11. UTILITIES. Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the date of possession by City.

12. TAXES. Seller shall pay a pro-rata share of taxes on the Property through date of closing and all unpaid taxes for prior years.

13. SPECIAL ASSESSMENTS. Seller agrees to pay any and all unpaid special assessments including but not limited to any uncertified balance of special assessments.

14. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

15. LEASES. Seller represents and warrants to City that, except as stated herein, there are no leases, tenancies or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the Closing Date. Seller shall hold harmless and indemnify City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the Property except as listed below:

Tenant Name	Tenant Phone #	Lease Date	Lease Beginning Date	Lease Ending Date
1.				
2.				
3.				
4.				

If the Property or any portion thereof is leased to a third party, such third party tenant or occupant may be eligible for benefits or assistance pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D C C* § 54-01.1. The City and/or its agents, contractors or representatives will be contacting tenants or occupants to provide information and notices as may be required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and/or *N.D C C.* § 54-01.1, including, but not limited to, notices that the tenant or occupant must permanently relocate from the Property. Consequently, tenants or occupants might move from the Property prior to the Closing Date. Seller agrees to allow such tenants to move from the Property without penalty and will not consider such move as a breach of any lease, rental or occupancy agreement which Seller may have with the tenant or occupant.

Seller's Initials

MP

If any tenant or occupant should move out of the Property after the date of this agreement, Seller agrees not to lease or rent such vacated unit to any other person or otherwise allow any occupancy of such vacated unit. Other than the consideration stated in paragraph 1, Seller shall not receive any additional payment, consideration or compensation for loss of rent or reimbursement of any expenses related to any vacancies.

16. APPROVAL OF COURT. If the Property is an asset of any estate, trust or guardianship, this document shall be subject to court approval prior to payment of Purchase Price, unless declared unnecessary by the City. If court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of an order approving the sale.

17. ENVIRONMENTAL MATTERS.

A. Environmental Representations and Warranties. For purposes of this agreement, the terms "hazardous waste" or "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 6901 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance" or similar terms, and which could create liability in the City or the City's successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to as "Environmental Laws"). Without limiting the foregoing, the terms "hazardous waste" and "hazardous substance" shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

To the best of Seller's knowledge, Seller hereby represents and warrants to City that:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites or underground storage tanks located in, on or about the Property;

(2) There is and has been no hazardous waste or hazardous substance stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Property;

(3) At no time have any federal or state hazardous waste or hazardous substance cleanup funds been expended with respect to any of the Property;

(4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous waste or hazardous substance coming in contact with the Property;

(5) Seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the North Dakota Department of Health, or any other governmental agency with authority under any environmental laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste or hazardous substance on the Property, or any violation of any environmental laws; and

(6) Neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing. In addition, the

foregoing representations and warranties and the indemnification provisions in this agreement shall not be affected by any study, investigation, or inspection of the property by the City or any agent of the City.

B. Environmental Indemnification. Seller agrees to indemnify and hold harmless the City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees incurred by the City to enforce this provision) asserted against or incurred by the City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions. Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on or about any portion of the Property any hazardous waste or hazardous substance. If Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property, or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the Property, Seller shall immediately notify the City of such fact. In addition, the City or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the City in its sole and unrevocable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the City may terminate this agreement effective immediately.

Seller's Initials MP

18. LIQUIDATED DAMAGES FOR SELLER DEFAULT. Should the Seller default in completing the terms and conditions of this Purchase Agreement, Seller agrees to pay the sum of Two Thousand Five Hundred and no/100 dollars ($2,500.00) as liquidated damages or the City, at City's option, may pursue an action for specific performance of this agreement. In establishing the amount of liquidated damages, the undersigned Seller and City specifically acknowledge that actual damages resulting from Seller's breach are impractical or extremely difficult to ascertain. Seller and City have made a reasonable endeavor to fix a fair and reasonable compensation for Seller's breach and that the amount thus established is acknowledged by both Seller and City to bear a reasonable relation to probable damages and is not

disproportionate to any damages that could reasonably be anticipated to be suffered by City in event of Seller's default.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns and successors in interest of the respective parties.

20. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine or neuter gender, according to the context.

21. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22. NO COMMISSION. Each party hereto represents to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

23. ENTIRE AGREEMENT. This Purchase Agreement contains the entire agreement between the parties, and neither party has relied upon any verbal or written representations, agreements, or understandings not set forth in this agreement.

24. MODIFICATION. No modification of this agreement shall be valid or binding unless the modification is in writing, duly stated and signed by both parties.

25. EXHIBITS. Exhibit "A" (Certificate of Removal of Personal Property), Exhibit "B" (Bill of Sale), Exhibit "C" (Affidavit of Sellers) are attached hereto and by this reference made a part hereof.

26. SURVIVAL. The obligations and covenants of this Purchase Agreement, specifically, but not limited to, paragraphs 15, 17, 18, 23 and 25 shall survive the closing of the sale and any transfer of title to the property to the City.

The City hereby agrees to purchase the Property described in this agreement for the price and on the terms and conditions set forth in this agreement.

CITY OF MINOT, a North Dakota
municipal corporation

_____
By: Mark Jantzer, Acting Mayor

_____
By: David Lakefield, Its Finance Director

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of _____, 2025, before me, a Notary Public within and for said County and State, personally appeared Mark Jantzer, Acting Mayor and David Lakefield, Finance Director, known to me to be the persons described in and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same on behalf of the City of Minot.

_____
Notary Public

Seller hereby agrees to sell the above-described Property at the price and on the terms and conditions set forth in this agreement.

Monica Porterfield
Social Security No [redacted]

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 14 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Monica Porterfield, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm
Notary Public

EXHIBIT "A"

CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY

Monica Porterfield, hereby state(s) that I/we have removed all wanted personal property, equipment, furnishings and appliances from the site at 709 W Central Ave, Minot, ND. I/we further declare that any and all personal property remaining on the premises is hereby abandoned and I/we relinquish any further claim or interest thereto.

This document shall be effective as of the date of closing.

Monica Porterfield

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 14 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Monica Porterfield, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

Heidi Wilhelm
Notary Public

EXHIBIT "B"

BILL OF SALE

Monica Porterfield, hereinafter the "Seller", for good and valuable consideration, receipt of which is hereby acknowledged, do hereby sell, convey, assign, transfer and release to the City of Minot, North Dakota, all the Seller's right, title and interest in all fixtures, improvements, furnishings, appliances and personal property located on the premises at 709 W Central Ave, Minot, ND and legally described as:

SERENE ADDITION NORTH 140' LOT 3 BLOCK 6, MINOT, WARD COUNTY, NORTH DAKOTA

free and clear of all liens, encumbrances, reservations, exceptions and modifications.

For the purposes of this document, said fixtures, improvements and personal property includes, but is not limited to, all property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items on electrical service cable, and all equipment within the building improvements, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants except:

This document shall be effective as of the date of closing.

DATED this 14 day of July, 2025.

Monica Porterfield

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 14 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Monica Porterfield, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm
Notary Public

EXHIBIT "C"

AFFIDAVIT OF SELLER(S)

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

I/We, being first duly sworn on oath, depose and say:

That I am of legal age and am the Seller (or one of the Sellers) of that real property described as:

SERENE ADDITION NORTH 140' LOT 3 BLOCK 6, MINOT, WARD COUNTY, NORTH DAKOTA

That I am now (together with other Sellers, if any) in possession of said property (or was in possession of said property until possession was delivered by the Purchaser(s) in this transaction, and no other persons (except other Sellers or the Purchaser(s)) are in possession of said property, except as disclosed below;

That there are no unrecorded contracts for deed, leases, rental agreements, repair or construction orders or agreements, or any other contracts or agreements affecting that property, except the listing and sale agreements which are a part of this transaction, and those further agreements disclosed below;

That there have been no labor or materials furnished to said premises during the last ninety (90) days for which full payment has not been made, and there are no contested or unpaid bills for materials or labor for improvements or repairs to the property, except as stated below;

That I have inspected the property and to the best of my knowledge and belief, there are no easements, or claims of easements which are not shown by the public records, and that there are no discrepancies, conflicts in boundary lines, shortages in area or encroachments which are not shown by the public records, except as stated below;

That there are no bankruptcy or divorce proceedings, nor any other actions in county, state or federal courts, nor any tax lien proceedings, pending or in progress

against or involving me (nor, to my knowledge, any other buyer), except as stated below; and,

That any judgments, bankruptcy proceedings, or tax liens of record against parties with the same or similar names are not against me, except as stated below.

Statement of exceptions: [list all exceptions here] _____
_____.

This Affidavit is made for the purpose of inducing a title insurance company to issue an Owner's Policy of Title Insurance on the premises without exception to rights of parties in possession, mechanics' and materialmen's lien claims, easements or claims of easements, discrepancies, conflicts in boundary lines, shortages in area, or encroachments, which do not appear of record.

Monica Porterfield

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this 14 day of July, 2025, before me, a Notary Public, in and for the State of North Dakota, personally appeared Monica Porterfield, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that such persons executed the instrument as their voluntary act and deed.

HEIDI WILHELM
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
June 12, 2027

Heidi Wilhelm
Notary Public

TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: August 4, 2025

SUBJECT: BUDGET AMENDMENT FOR PROPERTY NUISANCE ABATEMENTS

I. RECOMMENDED ACTION

It is recommended City Council adopt the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122
Luke Tillema, Building Official, 701-857-4102
David Lakefield, Finance Director, 701-857-4774
Corbin Dickerson, Asst. City Attorney, 701-857-4175

III. DESCRIPTION

A. Background

Community Development staff have a line item in our budget that covers the expense of abating property maintenance nuisance violations. Community Development staff have been dealing with a significant number of abatement cases that will cause us to go over budget in 2025.

B. Proposed Project

There are a total of 14 properties that are currently going through the abatement process. Four property owners are past the deadline and are eligible for abatement. The other property owners have been given a deadline to clean up their property during the month of August or face abatement. In total, if these properties are not brought into compliance by the owner, it could cost the city tens of thousands of dollars to abate the nuisances. Our nuisance abatement budget currently stands at $132,550.50 ($84,690.50 of which was encumbered from previous budget years). We estimate it might cost about $52,000 to rectify the 13 smallest nuisance abatements. The largest abatement, located at 509 and 511 11th Avenue SE, might cost more than $100,000 alone to abate.

C. Recommendation Detail

Staff recommends approval of a budget amendment in the amount of $50,000 to cover the remaining cases and any future cases through the end of the budget

year. Code enforcement was an issue that ranked as a high priority in the 2023 citizen satisfaction survey.

IV. IMPACT

A. Aspirations

Safe and Welcoming - This amendment promotes cleaning up dilapidated properties and eliminates spot blight in residential and commercial neighborhoods.

B. Service/Delivery Impact:

Staff will be working through the remainder of the summer and early fall months to abate these problem properties should they not come into compliance.

C. Fiscal Impact

Project Costs

Estimates for each potential abatement can be reviewed in the attachment.

Project Funding

10036000-44360	2025360000	$50,000

VI. ALTERNATIVES

City Council can deny the request or approve a request for a smaller amount, which might allow some of these abatement issues to linger into the 2026 budget year and cause neighbors to complain about the blighted condition of their neighborhood.

Future Abatements

Residences

- 509 & 511 11 Ave SE (Jerry Anderson) – Abatement took affect 7/31/25
    - Description: Entire backyards filled with construction debris, scrap metal, refuse, collapsed garage, illegal fencing material, and undetermined amount of other nuisances. A change order and budget amendment are necessary for the nuisance abatement contractor. An approximate tonnage, scope of work and work order can not be determined due to the excessive extent of property violations.

- 613 4 St NE (Mclean Kolobakken) - Abatement took affect 7/23/25
    - Numerous visual nuisances on rental property. Approximate cost: $600

- 2413 Blake Rd – Abatement takes affect 8/15/25
    - Visual nuisance consists of inoperative/unregistered vehicle on private property. Approximate cost: $600

- 710 E Burdick Expressway – Abatement takes affect 8/30/25
    - Visual nuisances include approximately 10 inoperative/unregistered vehicles and pieces of equipment. Approximate cost: $6,000

- 608 10 Ave SE (Robert Eisenzimmer) – Pending Abatement order
    - Visual nuisance consists of scrap metal, lumber, machinery, house hold items, furniture, building materials, inoperative vehicles and other visual nuisances. Approximate cost: $17,000

Kolobakken Properties – The following properties need to be boarded up under the direction of the Building Official order. Abatement takes affect 8/5/25 if owner fails to comply. The abatement of the properties includes the securing of both windows and doors with specialized material. Cost for all properties is approximately $8,000.

- 101/103 8 Ave SE - $4,000
- 105 8 Ave SE - $2,000
- 112 8 Ave NW - $2,000

Parkview Mobile Home Park – Abatement takes affect 8/25/25

- 625 15 St SE
    - Visual nuisance includes inert debris consisting of cinder blocks, trailer axils, decking, tree piles, tires, and other items. Approximate cost not to include mowing: $9,000

Jerome's Collision Center – Abatement takes affect 7/31/25

- 2705 N Broadway
    - Visual nuisances include numerous inoperative/unregistered vehicles, scrap metal, building materials, vehicles toppers, car parts, and other nuisances. Approximate cost: $5,000

Jerome's Collision Center (continued)

Wheatland Village Mobile Home Park – Abatement takes affect 9/1/25

- There are four trailers inside Wheatland Village that have visual nuisances that consists of household items, appliances, furniture, tires, garbage and other nuisances. Cost for all properties estimated at $6,000.
    - Trailer 18

    - Trailer 245

- Trailer 251

- Trailer 300

Total for all listed 13 abatements (not including Jerry Anderson's residence) - $52,200.

Margie Zietz & Nicole Mathieson
Code Enforcement Officers

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE INSPECTIONS NUISANCE ABATEMENT EXPENDITURES FOR ADDITIONAL NUISANCE WORK AND APPROVE THE TRANSFER AND USE OF GENERAL FUND CASH RESERVES.

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

§1: An ordinance amending the 2025 annual budget to increase inspections nuisance abatement expenditures:

10036000-44360	2025360000	$50,000

§3: 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: Mikayla McWilliams, City Clerk

DATE: August 4, 2025

SUBJECT: **RESOLUTION ADOPTING A NEW AGENDA-SETTING POLICY FOR REGULAR AND SPECIAL CITY COUNCIL MEETINGS**

I. RECOMMENDED ACTION

It is recommended City Council pass and adopt the agenda-setting policy for Regular and Special City Council Meetings Resolution.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

III. DESCRIPTION

A. Background

At the July 21, 2025, Regular City Council meeting, Alderman Fuller motioned to direct staff to provide City Council packets no later than one week prior to the council meeting and implement the change no later than the first meeting in October 2025. Staff took the recommendations of the PII Team and the City Council and made changes to the attached resolution. If this resolution is passed and adopted at the August 4, 2025, Regular City Council meeting, it will be effective for the October 6, 2025, meeting. Staff have also implemented other recommendations from the PII Team, such as adding the Assistant City Manager to the workflow after the Department Head approval and making the descriptions of the memo sections more identifiable to the creator of the item, so they are deleted from the completed memo.

B. Proposed Project

Major changes to the policy include:

1. 2(a): An agenda item should be in the City Manager workflow approvals thirteen days prior to the desired Regular City Council meeting.
2. 2(b): The agenda will be published no later than 7 days prior to the Regular City Council meeting.
3. 2(c): If an agenda item is added to a previously published agenda, the item must be placed under the Action Items section of the agenda.

C. Recommendation Detail

It is recommended City Council pass and adopt the agenda-setting policy for Regular and Special City Council Meetings Resolution.

IV. IMPACT

A. Aspirations

Resilient and Prepared
Excellent and Connected

B. Service/Delivery Impact:

Staff will work to implement a new process for the agenda-setting policy.

C. Fiscal Impact

There is no fiscal impact to this policy change.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

1. The City Council could amend the attached resolution to include any other changes to the policy.
2. The City Council could not approve the attached resolution and staff would continue with the previous agenda-setting policy.

RESOLUTION NO. _____

A RESOLUTION ADOPTING AN AGENDA-SETTING POLICY FOR REGULAR AND SPECIAL CITY COUNCIL MEETINGS

WHEREAS, the City of Minot is a home rule city and has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental powers; and

WHEREAS, to maintain orderly and consistent agenda-setting practices, the City Council desires to implement an agenda-setting policy; and

WHEREAS, this resolution is meant to help the City Council be informed and have time to review agenda items prior to the City Council meetings, as well as to allow the public to have time to know what items will be considered on the agenda.

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

The following agenda-setting policy is hereby established:

1. **Purpose**

   The purpose of the City of Minot's (hereinafter "City") Agenda Setting Policy is to establish and adopt the following guidelines relating to setting the agenda for City Council meetings.

2. **Regular City Council Meetings**

   a. **Agenda Item Deadline**

   Any member of the City Council, the City Manager, or Department Directors/Assistant Department Directors may have an item placed on the agenda. Agenda items shall be uploaded to the applicable agenda using the CivicClerk website. An agenda item should be in the City Manager workflow approvals thirteen days prior to the desired Regular City Council meeting.

   i. **Action Items**

   Agenda action items shall be submitted using the CivicClerk website. Any applicable documents (e.g., proposed ordinances; proposed resolutions; proposed contracts; background information; presentation documents) shall be attached to the agenda item.

Incomplete agenda items not accompanied by necessary documentation and/or reviewed and/or approved by appropriate departments will be rejected and not included on the City Council agenda until the agenda item is fully compliant with this policy.

ii. Non-Action Items

Agenda items which do not require or recommend any action of the City Council (e.g., reports; proclamations; presentations) shall be added to the agenda by creating an item as a general topic of discussion. Any necessary documentation (e.g., written report; written proclamations; presentation materials) shall be attached with the agenda item.

b. Public Notice of Regular City Council Meeting

The City Clerk shall provide public notice for each City Council meeting in accordance with state law.

The City Clerk shall prepare a proposed agenda. The City Clerk and City Manager shall review the submitted agenda items and determine which items should be considered under the consent agenda and which items should be considered under the action item agenda.

As soon as the agenda is finalized and provided to the City Council, it shall be posted and provided to the public in the same manner as the meeting notice. The agenda will be published no later than 7 days prior to the Regular City Council meeting.

c. Modification to Published Agenda Prior to Meeting

In the event an agenda item is submitted after the deadline provided in Section 2(a), the agenda item shall be placed on the subsequent City Council meeting agenda, unless the City Manager, the Mayor, and the President of the City Council unanimously agree that the agenda item should be added to the previously published agenda. If an agenda item is added to a previously published agenda, the item must be placed under the Action Items section of the agenda.

d. Modification to Published Agenda During Meeting

The City Council, by majority vote, can add or alter agenda items at the time of the meeting.

3. Special City Council Meetings

a. Call for Special Meeting

A special meeting of the City Council may be called by the City Manager, the Mayor, or any two (2) aldermen.

b. Agenda Items for Special Meetings

The individual(s) who called for the special meeting, or his or her delegate, shall submit an agenda item to the City Clerk, with all applicable attachments. The agenda item(s) shall be submitted with the call for the special meeting, or as soon as practicable thereafter.

c. Public Notice of Special City Council Meeting

The City Clerk shall provide public notice of the date, time, and location of the special City Council and the topics to be considered in accordance with state law.

d. Modification to Published Special Meeting Agenda Prior to Meeting

In the event there is a request to add an additional agenda item to a special City Council meeting agenda, the agenda item shall only be placed on the special City Council meeting agenda if the Mayor, President of the City Council, and the City Manager unanimously agree that the agenda item should be added to the previously published special meeting agenda. In the event an agenda item is added to a previously published special City Council meeting agenda, the City Clerk shall provide an additional notice to the individuals or entities described in Section 3(c).

e. Modification to Published Agenda During Meeting

A special City Council meeting agenda cannot be modified during a special City Council meeting. Only the specific topics included in the notice may be discussed.

4. State and Local Law

In the event of a conflict between the terms of this Resolution and state and/or local law, the state and/or local law shall govern.

5. Amendment or Termination of Resolution

This Resolution may be amended or terminated at any time by a majority of the City Council.

Passed and adopted this 4th day of August 2025, with an effective day of October 6th, 2025.

ATTEST:	APPROVED:
_____	_____
Mikayla McWilliams, City Clerk	Mark Jantzer, Acting Mayor

TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: August 4, 2025

SUBJECT: PERMISSION TO APPLY FOR INSPIRITUS GRANT

I. RECOMMENDED ACTION

It is recommended City Council approve the Fire Department to apply for the grant and authorize the Mayor to sign the endorsement letter.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Mental health is a growing need in the Fire service. Due to strict budget cuts, we were forced to eliminate mental health training and the Cordico app for next year.

B. Proposed Project

The proposed project is to apply and receive the Inspiritus grant so we can continue to offer the Cordico app. The mental health training that we are choosing is another avenue for resources. Our attendees will be able to learn new information and bring that back to the fire department to teach others.

C. Recommendation Detail

The Grant asks for a governing body endorsement and has an application deadline of August 15th.

IV. IMPACT

A. Aspirations

Safe & Welcoming

We want the fire personnel to feel safe at work and at home. We want to get away from the tough persona that firefighters have and for them to know that it is OK to ask for and receive help if needed.

B. Service/Delivery Impact:

By accepting the request for permission, we will be able to apply for mental health services that are beneficial to the firefighters. This will improve communication, mental health in general, and morale. With all of this improving, we can expect improvement in quality, services, and customer experience.

C. Fiscal Impact

This project will be grant funded should we receive our request.

Project Costs

$32,000 will be the requested amount. This allows us to purchase the Cordico app for another year, and take on more training, such as Wellness on the Front Line and Suicide Awareness training.

Project Funding

Grant awards - none at this time

VI. ALTERNATIVES

The first alternative is to try to find funds from another grant source. The second alternative is too not apply for the grant.

City of Minot North Dakota

OFFICE OF
THE MAYOR

Mark Jantzer
10 3rd Ave
SW
701.857.4750

July 30, 2025

To whom it may concern:

This letter is to verify that the City of Minot, North Dakota, is a certified agency as recognized by the State of North Dakota. The City of Minot was officially incorporated on June 28, 1887. Minot is a home rule municipality as provided for under N.D.C.C. Chapter 40-05.1.

The Minot Fire Department is authorized by the City of Minot to request funding.

I authorize the Minot Fire Department to apply for funding from the St. Joseph's Community Health Foundation for the betterment of the community.

Sincerely

Mark Jantzer
Mayor, City of Minot

TO: Mayor and Members of the City Council

FROM: Mark Jantzer, City Council Member
Mike Blessum, City Council Member

DATE: August 4, 2025

SUBJECT: **CITY MANAGER TRANSITION - MUTUAL TERMINATION AGREEMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Mutual Termination Agreement and direct Human Resources to move forward with City Manager recruitment efforts.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
David Lakefield, Finance Director, 701-857-4774
Kelly Beck, Human Resources Director, 701-857-4753

III. DESCRIPTION

A. Background

On July 21, 2025, City Manager Stewart provided his sixty (60) day notice of intent to terminate his Employment Agreement with the City of Minot. City Aldermen and City Manager Stewart have discussed the attached Mutual Termination Agreement – which allows the parties to accelerate termination of the Employment Agreement by permitting Stewart to conclude his employment within thirty (30) days and enables the City to realize salary savings that can be reallocated to other municipal needs.

B. Proposed Project

Approving the Agreement will commence the City Management succession plan set forth in the Agreement – which will include transitioning City Manager duties to the Assistant City Manager and authorizing Human Resources to commence recruitment.

C. Recommendation Detail

Approve the Mutual Termination Agreement and direct Human Resources to move forward with City Manager recruitment efforts.

IV. IMPACT

A. Aspirations
The Mutual Termination Agreement supports the City's 'resilient and prepared' aspiration.

B. Service/Delivery Impact:
Approving the Agreement will provide clarity for the City Council and Staff regarding when and how the City Manager transition occurs and who to consult with about City projects, like the proposed 2026 budget.

C. Fiscal Impact
Under the Employment Agreement, paragraph 16a states that Stewart shall be compensated for accrued, unused annual leave (up to 300 hours) and incurred and reasonable expenses, and that the City will observe all financial obligations under this Agreement.

Project Costs

August 23, 2025, Mutual Termination Date	**September 19, 2025, Original Resignation Date**
Additional Settlement Payment $10,000.00	Additional Salary after 8/23/2025 $15,500.70
Accrued PTO $22,943.89	Accruted PTO $24,914.48
	Additional Family Health $1,814.84
Total $32,943.89	Total $42,230.02

Project Funding
10012000-41100

VI. ALTERNATIVES

1. Council can decline to approve the Mutual Termination Agreement. If so, Harold Stewart's final day with the City will be September 19. The terms and conditions of paragraph 16a of the Employment Agreement would apply in regard to severance – (compensated for accrued, unused annual leave and incurred and reasonable expenses).
2. Council can move forward with terminating the agreement on its own terms – but the terms of paragraphs 16 b would apply if termination is "with cause", and terms paragraph 16c would apply if termination is "without cause". Termination with cause carries the same severance terms as paragraph 16a, but termination without cause includes compensation of six (6) months' salary in addition to the terms of paragraph 16a.

3. Council can modify the terms of the Mutual Termination Agreement, which would then have to be accepted by City Manager Stewart in order for the termination to be considered mutual within the context of paragraph 16a of the Employment Agreement.

MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT ("Agreement") is entered into by Harold Stewart II ("Stewart") and the City of Minot, North Dakota ("City"). Stewart and City are collectively referred to herein as the "Parties" and each singularly as a "Party" as context provides.

RECITALS

A. WHEREAS, the City and Stewart entered into the Employment Agreement, attached hereto as *Exhibit A*, and a subsequent Amendment to the Employment Agreement, attached hereto as *Exhibit B*; and

B. WHEREAS, on July 21, 2025, Stewart provided the City with sixty (60) days' written notice of his intent to terminate the Employment Agreement, in accordance with paragraph 15(a) thereof, with said notice attached hereto as *Exhibit C*; and

C. WHEREAS, in the interest of maintaining continuity of leadership and advancement of the City's operational and financial priorities, the City and Stewart have mutually agreed to terminate the Employment Agreement pursuant to paragraph 15(c) thereof; and

D. WHEREAS, through this mutual agreement to accelerate termination of the Employment Agreement, Stewart and the City wish to modify the original timeline to their mutual benefit—permitting Stewart to conclude his employment within thirty (30) days and enabling the City to realize salary savings that may be reallocated to other municipal needs; and

E. WHEREAS, the Minot City Council considered this Agreement at its regular meeting on August 4, 2025 and passed a motion approving the execution of the same; and

NOW, THEREFORE, IN CONSIDERATION of the foregoing, the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties promise, agree, and covenant as follows:

1. Recitals Incorporated. The recitals above are hereby incorporated as if fully set forth herein, and are material terms of this Agreement.

2. Stewart's Employment Status. The Parties mutually agree pursuant to Section 15(c) of the Employment Agreement that upon the Effective Date of this Agreement the following terms and conditions will become effective with respect to Stewart's employment status:

    a. By signing this Agreement, Stewart and City mutually agree his employment as City Manager shall terminate effective August 23, 2025, at 4:30pm. ("Termination Date").

    b. Effective August 5, 2025, at 8:00am ("Transition Date"), the Assistant City Manager shall assume the day to day duties and responsibilities of the City Manager in accordance with Minot City Ordinance Sec. 2-54, other than the matters set forth herein, and collaborate with the City's Human Resources Department to finalize and publicly advertise the City Manager job posting.

        i. After the Transition Date, should Stewart wish to be considered for reappointment to the position of City Manager, he must apply as a candidate through the same competitive selection process as all other applicants. Stewart expressly waives any right to rescind his resignation or to be reinstated to his former position after the Transition Date.

        ii. City acknowledges and releases Stewart to begin working for another employer prior to the Termination Date.

    c. From the Transition Date through the Termination Date, Stewart shall:

        i. Coordinate with the Assistant City Manager to transition all ongoing responsibilities, projects, and departmental oversight; and

        ii. Prepare a comprehensive Final Report for the Assistant City Manager outlining any and all outstanding projects, reports, communications, and administrative tasks requiring completion or delegation; the Report shall specifically include

1. Detailed status updates on key projects and initiatives with the City's community stakeholders to ensure continuity of operations;

2. Transition of any committee, organization, or board memberships (Central Dakota Metropolitan Planning Organization, Committee on Child Care, etc.).

iii. Clean and vacate his office, organize and archive his files, and complete all other tasks necessary to prepare the physical City Manager's Office and associated devices for his successor; and

iv. Remain available for consultation by the Assistant City Manager as needed through the Termination Date.

3. Payment. In settlement and consideration of Stewart's Release of Claims contained in paragraphs 6, 7, and 8 of this Agreement, and other promises made by Stewart in this release, City will make the following payment as settlement proceeds, which Stewart agrees to accept:

a. The City shall pay Stewart all accrued, unused annual paid time off (PTO) up to 300 hours, and incurred and reimbursable expenses under Paragraph 8(b)(ii) of the Employment Agreement, through August 23, 2025, less any necessary standard deductions.

b. City shall provide health, disability, and life insurance benefits through the Termination Date. If at any time before the Termination Date Stewart should enroll in another health, disability, or life insurance plan, the City's obligation to continue these benefits shall end.

c. Stewart will receive his regular salary and benefits through the Termination Date.

d. In consideration of the releases provided for herein, Stewart will receive the additional sum of ten thousand dollars ($10,000.00).

e. In the event there are any legal or administrative issues, allegations, or hearings that require Stewart's participation because of his tenure as City Manager, Stewart agrees to cooperate and provide information and testimony to the extent deemed necessary by the City. In exchange, the City agrees to pay for these consulting services at the rate of one hundred dollars ($100.00) per hour. In the event Stewart is made a party to any legal or administrative proceeding as a result of his tenure as City Manager or because of decisions made that were within the scope of his employment and authority as City Manager, the City will indemnify and defend Stewart as called for in paragraph 19 of the Employment Agreement. It is understood that the City is not obligated to provide such defense for any matters outside the scope of his employment or authority, whether they be intentional, negligent, or criminal.

f. Stewart acknowledges the payment described in this paragraph constitutes sufficient consideration to support execution of this Agreement.

4. City Property. Stewart shall coordinate with the Human Resources Department to ensure return of all City property. If Stewart receives a request from the City to return certain City property, and Stewart fails to do so in a reasonable time and manner not to exceed thirty (30) consecutive calendar days, the City is authorized to withhold the replacement cost of the City property from his payments forthcoming under this Agreement or take any legal action necessary to recover the City property.

5. 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.

6. Stewart's Release of Claims. In consideration of the payments described herein and the other promises, agreements, and covenants made herein, the sufficiency of which are hereby acknowledged, Stewart, in his capacity as an individual, for himself, his heirs, executors, and assigns, hereby releases and forever discharges City and its respective partners, agents, attorneys, employees, representatives, directors, officers, managers, members, participants, affiliated entities, sureties, self-insurance pool the North Dakota Insurance Reserve Fund ("NDIRF"), predecessors, successors,

and assigns from and against Stewart's claims and any and all claims, damages, injuries, or other causes of action that Stewart has asserted or reasonably could have asserted or that arises from or in any way relates to Stewart's employment as City Manager and/or this Agreement. Stewart's Release of Claims specifically includes, but is not limited to, all claims, damages, costs, and any legal or equitable relief of any kind, including but not limited to attorneys' fees and costs, arising under any and all federal, state, and local statutory and common laws (whether such claims sound in breach of contract, tort, employment law, constitutional law, and/or equity), including specifically any claims based upon tort, wrongful termination, due process, breach of contract, defamation, retaliation, tort, damages for lost employment, out of pocket costs, lost earnings, lost earning capacity, profit sharing, retirement plans, benefits, any/or any claims made or could have been made and/or any claims that are known or unknown, whether conceivable or inconceivable, or which in the future may arise related to Stewart's employment as Minot City Manager and/or this Agreement.

Stewart specifically releases and forever discharges City, its individual employees and representatives, and NDIRF for any injuries he sustained or may in the future sustain or that he has claimed were caused or worsened as a result of City's conduct during Stewart's employment as City Manager that relate to this Agreement, or which in the future may arise or worsen. Stewart further agrees that he expressly waives any and all rights under N.D.C.C. § 9-13-02, which states:

> **9-13-02. Extension to known claims.**
> A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.

Stewart agrees not to bring any lawsuits, institute any claims or actions for damages, or otherwise authorize any party or entity to institute any claim or action for damages concerning any grievance, lawsuit or legal action, proceeding, claim, complaint, charge, judgment, and execution – whether or not those damages may be described as liquidated or unliquidated, known or unknown, and whether related or unrelated to any present dispute of law, fact, or both, that Stewart has ever had or may presently have, including without limitation:

a. Any and all claims relating to or arising from Stewart's employment relationship with the City of Minot and the ending of that relationship;

b. Any and all claims under the law of any jurisdiction including, but not limited to claims for discrimination under Title VII of the Civil Rights Act, the Americans with

Disabilities Act, the Genetic Information and Discrimination Act, the Family and Medical Leave Act, and all applicable provisions of North Dakota law, including but not limited to the North Dakota Human Rights Act. This release extends to any claims arising under local, State, and Federal statutory and common law (including claims for equitable relief) for wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; retaliation; breach of contract – both express and implied; breach of a covenant of good faith and fair dealing – both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; negligent hiring, supervision or retention; retaliation; reprisal; personal injury; assault; battery; invasion of privacy; false imprisonment and conversion;

c. Any and all claims for violation of the federal or any state constitution;

d. Any and all claims arising out of any other laws or regulations relating to employment or employment discrimination and retaliation;

e. Any claims for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Stewart as a result of this Agreement; and

f. Any and all claims for attorney's fees and costs.

Stewart's Release shall not include claims arising out of a breach of this Agreement, and a claim of breach of this Agreement is not subject to the terms of, or otherwise released in this Agreement.

7. Non-disparagement. To the extent permitted by applicable law, except in the context of a proceeding with the EEOC or other governmental agency, in compelled sworn testimony, or as otherwise may be required by law, the parties agree that they will not disparage or defame any of the parties to this Agreement. The parties understand and agree that this provision is fair and reasonable and is material to this Agreement

8. Stewart's Waiver of Claims arising under the Age Discrimination in Employment Act (ADEA). By executing this Agreement, in addition to the waiver of claims in Paragraphs 6 and 7 above, Stewart knowingly and voluntarily waives any rights or claims arising under the ADEA, as amended by the Older Workers Benefit Protection Act, and its implementing regulations. By signing this Agreement, Stewart acknowledges the following:

    a. This waiver is written in a manner affirmatively understood by Stewart based upon his education and skills;

    b. The waiver in this paragraph specifically waives any and all claims for monetary damages Stewart has or may have under the ADEA;

    c. As to the waiver of claims in this paragraph, Stewart does not waive rights or claims that may arise after the date this waiver is executed;

    d. This waiver or rights of claims under the ADEA is made in exchange for the City's Release of Claims and consideration stated in paragraph 9 of this Agreement and anything else of value that Stewart is already entitled to;

    e. Stewart has been advised to consult with his attorney prior to executing this Agreement;

    f. Stewart has a period of at least 21 days within which to consider this Agreement; however, it may be executed any time prior to the expiration of 21 days;

    g. Stewart shall have a period of at least 7 days following the execution of this Agreement to revoke it. This Agreement shall not become effective or enforceable until the 7-day revocation period has expired. In the event Stewart desires to revoke this Agreement, he shall deliver notice to the City via mail to City Manager, City of Minot, P.O. Box 5006, Minot, ND 58701; or email to attorney@minotnd.gov.

9. City's Release of Claims. In consideration of Stewart's Release of Claims contained in paragraphs 6, 7, and 8 of this Agreement, City hereby releases and forever discharges Stewart of any and all claims that arose during

Stewart's employment as Minot City Manager that relate to this Agreement, except as provided for in Paragraph 10 of this Agreement.

10. Liability of the Parties Extinguished. Other than identified in this Agreement, the Parties understand and agree that the purpose, intent, and legal effect of this Agreement is to resolve, release, compromise, settle, and extinguish the entire liability of the Parties arising out of or related to Stewart's employment as Minot City Manager and/or this Agreement for breach of contract, violation of due process, defamation, retaliation, fraud, constructive fraud, and fraud in the inducement.

11. Adequate Compensation and Denial of Liability. Stewart agrees and acknowledges that he has reviewed the terms of this Agreement and does accept payment of the settlement amount described in paragraph 3 of this Agreement as final, and binding compromise of matters involving the disputed issues regardless of whether too much or too little may have been paid; that payment of the settlement amount by City shall not be considered an admission of any liability or wrongdoing; and that no past or present wrongdoing on the part of City shall be implied by the payment and negotiation that resulted in this Agreement.

12. Compliance with Public Records Laws. Stewart understands that City must comply with North Dakota's Public Records Laws and that this Agreement will be open to the Public upon full execution thereof.

    a. Non-disclosure of Confidential or Closed Information Obtained by Stewart. Stewart agrees that during the term of his employment with City he received certain confidential records and information as defined by N.D.C.C. § 44-04-17.1(3) and certain closed (exempt) records and information as defined by N.D.C.C. § 44-04-17.1(1) and (2). Stewart agrees that he will keep this information strictly confidential from the public, and if he is contacted for this information, he will contact the City Manager for instruction on how to proceed on any requests for release of this information. If Stewart is found to have violated this section by a court of competent jurisdiction, the City may seek appropriate remedies as allowed by law. If a court of competent jurisdiction determines Stewart violated this provision, Stewart shall pay City's attorney's fees and costs associated with enforcing this provision.

13. Entire Agreement. This Agreement supersedes all prior and contemporaneous negotiations and agreements between the Parties, oral or

written. All prior and contemporaneous negotiations and agreements are incorporated and merged into this Agreement and are abandoned if not so incorporated. No representations, oral or written, are being relied upon by the Parties executing this Agreement, other than the express representations made in this Agreement. This Agreement cannot be changed or terminated without the express written consent of both Parties that unequivocally indicates the Parties' intention to modify this Agreement.

14. Severability. The Parties agree that if any portion of this Agreement is ever determined to be unenforceable, such unenforceable provision shall be deemed severed from the remainder of this Agreement and not affect the enforceability of any other clause or the remainder of this Agreement. In the event that any portion of this Agreement is ever determined to be unenforceable, the Agreement will be, to the greatest extent possible, interpreted and enforced in a manner that is most consistent with the letter and spirit of all the terms of this Agreement as executed.

15. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of North Dakota and any dispute arising hereunder that cannot be resolved through mediation shall be resolved in a District Court located in 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.

16. Knowing and Voluntary Release. By signing below, Stewart represents that he has carefully read this Agreement, understands its terms and the effect hereof, and has signed this Agreement freely and with consideration of the effect of his signature on this Agreement. Stewart further represents that he knows and fully understands the contents of this Agreement, that he intends to be legally bound by this Agreement and the Release contained herein, and that he is signing this Agreement voluntarily and of his own free will and without coercion. Stewart represents that he has had the opportunity to have meaningful consultation with an attorney, and is satisfied that after such consultation he still wants to enter into this Agreement and be bound by the terms herein.

17. Counterparts. This Agreement may be executed in any number of counterparts and, if executed in more than one counterpart, the executed counterparts shall be each deemed to be an original but all such counterparts shall together constitute this Agreement.

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:

City:	Provider:
City of Minot	
c/o Finance Director	
P.O. Box 5006	
Minot, ND 58702	
finance@minotnd.gov	

19. 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.

20. Assignment. Neither Party may assign or otherwise transfer or delegate any right or duty under this Agreement without the other Party's express written consent.

21. Effectiveness of Agreement. This Agreement is effective upon being fully executed by both Parties.

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CITY OF MINOT SIGNATURE PAGE

WE DECLARE UNDER PENALTY OF PERJURY THAT WE HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, FULLY UNDERSTAND IT, AND HAVE EXECUTED THIS AGREEMENT ON BEHALF OF AND AS AUTHORIZED BY THE MINOT CITY COUNCIL BY PLACING MY SIGNATURE BELOW ON THIS _____ DAY OF _____, 2025.

_____

Mark Jantzer Date
Interim Mayor

_____

David Lakefield Date
Finance Director

_____

Mikayla McWilliams Date
City Clerk

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

On this ___ day of _____, 2025, before me personally appeared Mark Jantzer, David Lakefield, and Mikayla McWilliams known to me to be the City of Minot's Interim Mayor, Finance Director, and City Clerk respectfully, and the people who is described herein, executed the within instrument, and acknowledged to me that they executed the same.

_____

(SEAL) Notary Public
Ward County, State of North Dakota
My Commission Expires: _____

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HAROLD STEWART II SIGNATURE PAGE

I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, FULLY UNDERSTAND IT, AND HAVE EXECUTED THIS AGREEMENT ON MY OWN BEHALF BY PLACING MY SIGNATURE BELOW ON THIS _____ DAY OF _____, 2025.

_____
Harold Stewart II

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

On this ___ day of _____, 2025, before me personally appeared Harold Stewart II, known to me to be the person who is described herein and executed the within instrument and acknowledged to me that he executed the same.

(SEAL)

_____
Notary Public
Ward County, State of North Dakota
My Commission Expires: _____

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City of Minot

Date: July 21, 2025

To: City Council

From: City Manager Harold Stewart

RE: 2 Month Notice of Resignation

Mayor and Members of the City Council,

This letter serves as the written notice required in my contract and by City ordinance to provide 60 days' notice of resignation as City Manager. My last date of employment will be September 19, 2025.

Due to a combination of professional and personal reasons I have decided it is time for me to move on from the position of City Manager for Minot. I have accepted the position of City Manager for Pasco, Washington.

This has not been an easy decision for my family and I, as we have really grown to love Minot's quality of life, its people, and its community. My family thrived here with academic success in school, and we had a granddaughter born here. We will miss dearly our friendships and connections we have developed over the years.

Professionally I have nothing but the utmost respect for the Mayors and Council members with which I have served. All have striven, in their own way, to utilize their passions for Minot to make it the best they can. The department heads and staff have been some of the best I have worked with in my career, and all take great PRIDE in their service to the community of Minot. The community leadership and partnerships have also been great assets, and they have persisted in their efforts to improve Minot despite challenges and criticism. Together with the Council, staff, community partners and citizens we have accomplished significant and positive steps forward for the community and organization. I am proud of what we have achieved together, and while we have experienced some significant challenges over the years, I firmly believe Minot has become better and stronger while I have had the opportunity to serve here.

I am extremely grateful to have been given the opportunity to serve in this important and critical role as city manager in Minot. I will always be proud of my time here and what we have accomplished together. Given what I know of the quality of the staff, current leadership, and some of the developments in the works, I am confident Minot as a community and organization has a very bright future ahead of it and will overcome the challenges and difficulties ahead.

Thank you. Thank you for giving me the opportunity to serve beside you.

Sincerely,

Harold Stewart, Minot City Manager

Exhibit A

City of Minot

EMPLOYMENT AGREEMENT

The Agreement is made between the City of Minot, a municipal corporation and political subdivision of the State of North Dakota, hereinafter called "the City" and Harold Stewart II, hereinafter referred to as Stewart, both of whom agree as follows:

1. **Position.** The City hereby employs Stewart as its City Manager. Stewart agrees to serve as City Manager in accordance with the City's City Manager job description, which is attached and incorporated into this Agreement by reference as Exhibit 1.

2. **Term.** This Agreement shall remain in full force and effect, for a term of five (5) years, from December 29, 2023 until December 28, 2028, unless terminated earlier by the City or Stewart provided in Paragraph 15 of this Agreement. This Agreement shall automatically renew on its anniversary date for a one-year term unless notice is given at least six (6) months before the expiration date. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term.

3. **Duties and Authority.**
    a. Stewart is the chief administrative officer of the City and shall faithfully perform the duties as prescribed in the job description, as set forth in Section 2-47 of the City's Code of Ordinances (which may hereafter be amended), and as may be lawfully assigned by the City. Stewart shall comply with all lawful City Council directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.
    b. Specifically, it shall be the duty of Stewart to appoint or remove, on behalf of the City, all other City employees consistent with the policies of the City Council and the City's Code of Ordinances.
    c. It shall also be the duty of Stewart to direct, reassign, and evaluate all City employees consistent with City policies, City ordinances, state laws, and federal laws.
    d. It shall also be the duty of Stewart to organize, reorganize, and arrange the staff of the City and to develop and establish internal regulations, rules, and procedures which Stewart deems necessary for the efficient and effective operation of the City, consistent with lawful directives from the City Council, City policies, City ordinances, state law, and federal law.
    e. It shall also be the duty of Stewart to accept all resignations of employees of the City consistent with City policies, City ordinances, state law, and federal law, except when that employee's resignation must be accepted by the City Council.
    f. Stewart shall perform the duties of the office of City Manager with reasonable care, diligence, skill, and expertise.
    g. All duties assigned to Stewart by the City Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.
    h. Stewart cannot be reassigned from the position of City Manager to another position without Stewart's express written consent.
    i. Stewart shall attend, and shall be permitted to attend, all meeting of the governing body, both public and closed, with the exception of those closed meetings devoted to the

subject of this Agreement, or to any amendment thereto, or to a subject that is a matter personally involving Stewart.

j. The City Council shall, individually and collectively, refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Stewart for study and/or appropriate action.

4. **Compensation.**
   a. **Salary and Salary Step Increases.** City agrees to pay Stewart an annual base salary of $182,000 payable in installments at the same time that other management employees of the City are paid. The City shall increase Stewart's base salary by step increment, consistent with step increment increases provided to civil service employees of the City. The base salary step increment for Stewart shall be approved by the City Council as a part of his annual evaluations and the annual budget approval.
   b. **Supervisory Employee.** Stewart acknowledges that he is the chief administrative officer of the City, and that this position is a supervisory position for purposes of the federal Fair Labor Standards Act. Consequently, Stewart shall not be entitled to overtime pay without regard to how many hours he may work within a given period of time.
   c. **Paycheck Withholdings.** Stewart recognizes that under compulsion of law the City is obligated to withhold certain sums from his gross pay which may not be specifically mentioned herein, such as, for example, Medicare taxes. Stewart agrees that such withholdings made under compulsion of law shall not be considered a diminution of their gross pay, and shall be treated as though personally paid to him, for purposes of measuring the City's performance under this contract.
   d. **Social Security.** The City agrees to pay on Stewart's behalf, the same rate of Social Security paid by Stewart as set annually by federal regulation.

5. **Health, Disability, and Life Insurance.**
   a. **Health Insurance**. The City will enroll and maintain Stewart and/or his family in its health insurance plan to the same extent as it does its civil service employees.
   b. **Long- Term Disability Benefits.** The City will provide Stewart the same long-term disability benefits as it provides to its civil service employees.
   c. **Life Insurance.** The City will provide Stewart the same life insurance benefits as it provides to its civil service employees.

6. **Annual, Sick, and Military Leave; Personal Day; Holidays.**
   a. **Annual Leave.** The City Manager shall receive the same leave/paid time off benefits as all City Employees, to be calculated at the same rate as an employee with 15 years of service.

7. **Automobile.**
   a. **Mileage.** The City will pay Stewart $450.00 per month to compensate him for using his personal vehicle for in-town travel (within 30 miles of the Minot, North Dakota corporate limits) for City business. Stewart shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such personal vehicle and shall further be responsible for all expenses attendant to said personal vehicle. The City will provide transportation or a City vehicle for necessary out-of-town travel.

8. **Expenses.**

a. **Incidental Expenses.** The City will annually appropriate in the annual budget an amount for Stewart's incidental expenses that may include professional memberships and conference attendance.

i. **Service Club Membership.** The City shall furnish dues for Stewart's membership in one local service club.

ii. **Customary and Reasonable Expenses as Established by the City Council by Resolution.** The City recognizes that certain expenses of a non-personal but job related nature are incurred by Stewart and agrees to reimburse said general expenses subject to annual budget constraints, Federal, State, and City ethics policies, Federal, State, and City purchasing policies, and the other terms and conditions of this subparagraph. Such expenses may include Stewart's business meals within town where City business is being discussed or conducted; social events of various organizations when representing the City; travel, lodging, and meals out of town while on City business; and usual and customary subscriptions to professional magazines and journals. The City Auditor/Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits. Should there be any concern regarding whether an expense is customary and reasonable, the City Auditor/Finance Director shall report to the City Council on whether such an expense is customary and reasonable and the City Council shall make the final determination. Until such time as the City Council weighs in on whether the expense is customary and reasonable, and thus an approved expense, Stewart shall remain personally responsible for covering any such expense should it be incurred in advance of the City Council's determination.

iii. **Communication Devices.** Recognizing the importance of constant communication and maximum productivity, the City shall provide Stewart for business and personal use, a laptop computer, software, a mobile phone/personal digital assistant and other communication devices as approved by the City Council for Stewart to perform their duties and to maintain communication with City's staff and officials as well as other individuals who are doing business with the City. Upon termination of Stewart's employment, the equipment described herein shall immediately be returned to the City, and any mobile phone numbers, email addresses, or other contact information associated with any communication device shall remain the property of the City. Stewart acknowledges and understands that these devices are property of the City, and that all information contained on the devices is subject to disclosure to the public in accordance with North Dakota's Open Records statute. Should a request for public information be received relating to information stored on these communication devices, Stewart hereby agrees that the City's IT Department may immediately access the devices either in person or remotely, to procure the requested information. City shall have the right at all times to access and archive the contents of Stewart's devices provided by the City. With the exception of deleting solicitations, advertisements, and other correspondence generally

understood to be "junk mail", Stewart shall preserve all records on the City communication devices as required by law, be they of a personal or business nature, and not delete the same except in accordance with the law. Stewart understands that the intentional destruction of public records is a crime, and intentionally destroying public records may subject Stewart to immediate termination with cause. Routine management of data, including the removal of files or emails no longer required by law to be preserved, or necessary to job performance may be managed by Stewart. Upon receipt of any directive of the City to preserve data, Stewart will comply and deleted nothing from these devices.

9. **Primary Residence.** Stewart agrees to establish residence within Minot, North Dakota within two (2) months of employment, and hereafter to maintain their residence within Minot, North Dakota for the term of this Agreement.

10. **Permission Required to Leave the City.** Stewart shall not leave Minot, North Dakota for more than forty-eight (48) hours without permission therefor from the mayor, or in the absence of the Mayor, the President of the City Council, or in the absence of the Mayor and President of the City Council, the Vice-President of the City Council. Proof of permission must be granted in writing with a copy provided to the City's Human Resources Director and City Auditor/Finance Director. In the absence from the City of the City Manager the City Auditor/Finance Director shall perform all duties of the City Manager, and Stewart agrees to fully apprise the City Auditor/Finance Director of all pending matters of concern prior to leaving the City. Minot City Ordinance Sec. 2-51, 2-53.

11. **Outside Activities.** The employment provided for by this Agreement shall be Stewart's primary employment. Stewart may hold another job while working for the City, but secondary employment must not interfere with job performance and must be done outside of normal working hours. The City Council shall be made aware of secondary employment by Stewart to confirm that a conflict of interest does not exist.

12. **Ethical Commitments.** Stewart will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Stewart shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. The City shall support Stewart in keeping these commitments by refraining from any order, direction, or request that would require Stewart to violate the ICMA Code of Ethics. Specifically, neither the City Council nor any individual member thereof shall request Stewart to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

13. **Annual Performance Review.**

a. **Form.** The City shall annually review the performance of Stewart. Evaluations of Stewart for 2024, 2026, and 2027 shall be completed by the City Council. Evaluations of Stewart for 2025 and 2027 shall be 360 evaluations. On years where 360 evaluations are required, evaluations must be completed by the City Council, and all direct reports and Community Stakeholders must also be given the opportunity to submit anevaluation of Stewart. Community Stakeholders are to be determined by the City Council on the years the 360 evaluations are held – but at minimum must afford Minot State University, the Minot Air Force Base, area economic development organizations, and regional healthcare systems the opportunity to complete evaluations of Stewart. Annual and 360 evaluations shall be conducted using the form attached to this Contract as Exhibit 3. The evaluations shall be conducted according to the following schedule:

   i. 2024 annual evaluation shall be distributed to the City Council on or before January 2, 2024and completed by City Council and submitted to the HR Director by 4:30pm on January 22, 2024.
   ii. 2025 360 evaluation shall be distributed to the City Council and all direct reports to the City Manager on or before January 2, 2025, and completed by City Council and submitted to the HR Director by 4:30pm on January 22, 2025.
   iii. 2026 annual evaluation shall be distributed to the City Council on or before January 2, 2026, and completed by City Council and submitted to the HR Director by 4:30pm on January 22, 2026.
   iv. 2027 360 annual evaluation shall be distributed to the City Council on or before January 4, 2027, and completed by City Council and submitted to the HR Director by 4:30pm on January 22, 2027.
   v. 2028 evaluation shall be distributed to the City Council and all direct reports to the City Manager on or before January 3, 2028, and completed by City Council and submitted to the HR Director by 4:30pm on January 24, 2028.

14. **Retirement.** The City agrees to pay an amount equivalent to 8.26% of Stewart's annual salary toward a retirement plan or program of Stewart's choice. Alternatively, Stewart shall be allowed to participate in NDPERS and, should Stewart elect to participate in NDPERS, the City agrees to pay the full employer contribution rate, as determined by the State of North Dakota.

15. **Termination.** Termination shall occur when:
    a. **Stewart Termination.** Stewart may terminate this Agreement upon written notice being given at least sixty (60) days prior to the intended date of termination. Minot City Ordinance Sec. 2-49.
    b. **City Termination.** The City may terminate this Agreement at any time, with or without cause, at a properly posted and duly authorized public meeting. Termination shall be considered effective the date the City Council votes to terminate Stewart's employment.
    c. **Mutual Agreement to Terminate.** The parties can mutually agree to terminate this Agreement. Termination shall be considered effective the date the parties mutually agree.
    d. **City, Citizen, or Legislative Action.** If the City, citizens, or legislature acts successfully amend, by legislative action or initiated measure, any provisions of the City's Code of Ordinances or the North Dakota Century Code which requires the City to cease operating

under a city manager plan, such action, shall constitute termination. Termination shall be considered effective the date the ordinance or statutory amendment becomes effective.

16. **Severance.**
    a. If this Agreement is terminated pursuant to Paragraph 15(a) or (c), Stewart shall be compensated for accrued, unused annual leave (up to 300 hours); and incurred and reimbursable expenses under Paragraph 8(b)(ii). The City will observe all financial obligations under this Agreement through the date of termination.
    b. If this Agreement is terminated pursuant to Paragraph 15(b), with cause, Stewart shall be compensated for accrued, unused annual leave (up to 300 hours); and incurred and reimbursable expenses under Paragraph 8(b)(ii). The City will observe all financial obligations under this Agreement through the date of termination.
        i. For purposes of this Agreement, cause shall include conviction of a crime; documented poor performance, as determined by a majority of the City Council; violation of City policy, as determined by a majority of the City Council; commission of an act for his or her own personal financial gain at the expense of the City, as determined by a majority of the City Council; or violation of any federal, state, or City procurement, labor, or human rights laws and policies, as determined by a majority of the City Council.
    c. If this Agreement is terminated pursuant to Paragraph 15(b), without cause, or pursuant to 15(d), Stewart shall be compensated 6 months' salary at the then current rate of pay, which shall be paid in lump sum or in continuation of salary at the existing biweekly basis at Stewart's option; accrued, unused annual leave (up to 300 hours); and incurred and reimbursable expenses under Paragraph 8(b)(ii). The City will observe all financial obligations under this Agreement through the date of termination.
    d. **Post-Severance Benefits.** Following termination, City shall continue to provide the following benefits:
        i. Access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA");
    e. **Acceptance of Severance.** Stewart's acceptance of the Severance Pay and benefits as provided in this Agreement shall release the City from any and all claims or causes of action that Stewart may have against the City arising out of this Agreement, including any breach of contract claim. Prior to the City's release of any funds relating to Severance Pay, Stewart shall execute a Separation of Employment and General Release Agreement in the form of the document attached as Exhibit 2.

17. **Notices.** Notice pursuant to this Agreement shall be given by personal service or by depositing in the custody of the United States Postal Service, postage prepaid, return receipt requested, and addressed as follows:

    a. **If to City:**
    City of Minot
    c/o Mayor
    PO Box 5006
    Minot, ND 58702

b. **If to Stewart:**
Harold Stewart
1822 8th St SW
Minot, ND 58701

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice with the United States Postal Service.

18. **Integration.** This Agreement sets forth and establishes the entire understanding between Stewart and the City relating to Stewart's employment with the City. Any prior discussions or representations by or between the City and Stewart are merged into and rendered null and void by this Agreement. The City and Stewart may by mutual written agreement amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

19. **Indemnification and Defense.** To the extent permitted under state and local law, Stewart shall have the same rights and privileges to defense and indemnification as other City employees.

20. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Stewart subsequent to the expungement or judicial modification of the invalid provision.

21. **Counterparts**. This Agreement may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

22. **Jurisdiction.** This Agreement shall be governed by the laws of the State of North Dakota, and the Ward County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement effective as of the Effective Date.

EMPLOYEE

By: _____
Harold Stewart, City Manager

Date: 6-19-23

CITY OF MINOT

By: _____
Thomas Ross, Mayor

Date: 6.19.23

Attest: Mikayla McWilliams
Mikayla McWilliams, City Clerk

Date: 10-19-2023

Exhibit 1
City Manager Job Description

I. NATURE OF WORK

This is a highly responsible executive-level position involving planning, directing and coordinating the work of city departments, services and functional units on behalf of the City Council. Work is performed under the policy direction and oversight of the City Council, and the employee is accountable to the City Council. In addition to the essential functions of work, specified below, the employee must be able to perform other related duties, as assigned.

II. ESSENTIAL FUNCTIONS OF WORK

A. Policy Development & Oversight

1) Work closely with the City Council to articulate and accomplish strategic goals and objectives.

2) Inform and advise the City Council on relevant administrative, financial, legal and organizational parameters that affect the accomplishment of municipal goals and objectives.

3) Provide administrative and technical support to the City Council, through the following: supervising the preparation of agendas and reports for the City Council (and the public); analyzing policy issues; formulating plans to improve the effectiveness and efficiency of city operations and services; and offering recommendations to improve City Council functioning and effectiveness.

4) Faithfully execute City Council policies and maintain overall responsibility for accomplishment of goals and objectives (set by the City Council).

B. Oversee Management of Fiscal, Capital, & Human Resources

1) Assist the City Council in developing budget goals.

2) Within parameters set by the Council, direct the preparation of the annual operational budget, along with multi-year physical capital and human capital budgets.

3) Oversee budgetary execution and control, and recommend or approve any necessary budgetary adjustments.
4) In coordination with the finance director, provide periodic reports on the city's financial status and financial forecasts. Identify any anticipated problem areas, and suggest potential remedial actions.

5) In coordination with leadership team members and the human resources director, provide periodic reports on: current and projected staffing needs; employee satisfaction, engagement, and retention; and staff training and development programs.

C. Oversight of Operational Performance

1) Maintain ultimate administrative responsibility for the effective and efficient operation of the city government.

2) Assure compliance with applicable city, state, and federal rules, regulations, laws and ordinances.

3) Monitor the overall effectiveness and efficiency of city programs, activities and staff, using sound, data-based measurement and quality assurance practices. Work to improve their efficiency and effectiveness.

4) Provide overall direction, coordination, and leadership of department head and functional work teams, dividing up responsibilities and prioritizing resources.

5) Appoint department heads and other (designated) high-level personnel, with the advice and consent of the City Council. Provide appropriate leadership, supervision and support to this leadership team.

D. Intergovernmental & Public Relations

1) Represent the city before local, county, regional, state and federal governmental entities and elected officials.

2) Foster the development of collaborative relationships with other governmental entities and key community institutions and organizations, both public and private (e.g., Minot State University, Minot Air Force Base, area economic development organizations,

regional healthcare systems, etc.).

3) Assure a high level of customer service to the residents of Minot, with timely and responsive attention to requests, complaints, questions, disputes and concerns.

III. REQUIREMENTS OF WORK

A. The fundamental ability to bring about the provision of governmental services in an effective and efficient manner, with accountability and transparency of process.

B. Strong commitment to the underlying core values of the city, and its statements of mission and goals.

C. Extensive knowledge of the principles, theories and practices of modern executive and administrative planning and management.

D. Thorough knowledge of federal, state and local laws, regulations and policies applicable to structure, functions, programs and practices in providing public services through city government.

E. Thorough knowledge of modern principles, practices, methods and techniques in evaluating program, staff, financial and facility needs of a medium-sized city.

F. The ability to understand, conceptualize, and analyze complex situations, giving adequate weight to competing interests, priorities, and values. Excellent problem-solving skills are required.

G. A high level of interpersonal awareness and skill, resulting in the following: the abilityto interact effectively with members of the City Council, city staff, representatives of other governmental organizations, and the general public; lead effective teams; successfully manage conflict; and foster healthy and functional organizational dynamics and culture.

H. Ability to plan, organize, coordinate, prioritize, assign and evaluate the work of department heads and relevant support staff.

I. Commitment to collegial and collaborative leadership and management approaches.

J. Ability to communicate complex ideas effectively, both orally and in writing.

K. Ability to understand socio-economic and cultural aspects of an increasingly diverse urban

population, with the goal of effectively satisfying community needs and aspirations.

IV. MINIMUM TRAINING AND EXPERIENCE

Possession of a master's degree in public administration, management, business administration, or related field, and broad and diversified managerial experience in planning and directing major programs of public or private organizations; or any equivalent combination of training and experience.

V. PHYSICAL & OTHER REQUIREMENTS

The employee must be capable of "light work", with adequate communicative, sensory and mobility ability to function in primarily a typical office work environment (with occasional work in off-site settings and adverse environmental conditions). Non-physical demands include: the ability to effectively interact with a broad range of people; cope with time pressures, multiple simultaneous tasks and demands, and irregular work schedules; occasionally travel outside the city; respond to emergency situations; and work closely with others as part of a team. The employee must have, or be able to obtain, a North Dakota drivers license.

Exhibit 2
Separation of Employment Agreement and General Release Agreement

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Minot ("the City") and Harold Stewart IIO

WHEREAS, the City employed Stewart as its City Manager;

WHEREAS, [INSERT SPECIFICS]

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, the City and Stewart agree and state:

1. **Termination of Employment.** Stewart's employment shall terminate on _____, which shall be considered Stewart's final date of employment.

2. **No Admission of Liability.** This Agreement is not an admission by Stewart or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **Payment and Benefits.** Stewart shall receive his regular paycheck for the pay period ending _____, 20___, on or before _____, 20__. Stewart shall receive on or before _____, 20___ an additional payment to compensate for his accrued annual leave, subject to customary payroll deductions. As consideration for this Agreement and the release of all obligations due and owing Stewart the City shall:
    a. Pay Stewart an amount equal to _____ (__) months of his current salary;

4. **Surrender and Vacation of the City's Property.** Upon execution of this Agreement, Stewart shall vacate City Property and deliver all of the City's property in their possession to the City Finance Director, who shall inventory the same. Stewart agrees and understands that all of the City property must be returned intact, with all documents, emails, text messages, and other information and records intact, and not to destroy any records or information that may be located in or on City property.

5. **Non-Disclosure of Confidential or Closed Information Obtained by Stewart.** Stewart agrees that during the term of his employment as City Manager he received certain confidential records and information as defined by N.D.C.C. § 44-04-17.1(3) and certain closed records and information as defined by N.D.C.C. §§ 44-04-17.1(1) and (2). Stewart agrees that he will keep this information strictly confidential. In the event that City determines a breach of this confidentiality occurred, City reserves the right to have the matter addressed by a court of competent jurisdiction. Should City be required to do so, City reserves the right to request recovery of all attendant attorneys' fees, costs, sanctions, and other damages arising from or related to any breach of confidentiality by Stewart, which Stewart expressly agrees to pay.

6. **Stewart's Release and Waiver of Claims.** In consideration of the payments described herein and the other promises, agreements, and covenants made herein, the receipt and sufficiency of which

are acknowledged, Stewart hereby releases and forever discharges City and its respective partners, agents, attorneys, employees, representatives, directors, officers, managers, members, participants, affiliated entities, sureties, self-insurance pool, predecessors, successors, and assigns from and against Stewart's claims and any and all claims, damages, injuries or other causes of action that Stewart has asserted or reasonably could have asserted or that arise from, or in any way relate to the Employment Agreement, Stewart's employment as City Manager for City, and/or the Termination, and the facts and circumstances surrounding the Employment Agreement, Stewart's employment as City Manager for City, and/or the Termination. Stewart's Release specifically includes, but is not limited to, all claims, damages, costs, and any legal or equitable relief of any kind, including but not limited to attorneys' fees and costs, arising under any and all federal, state, and local statutory and common laws (whether such claims sound in breach of contract, tort, employment law, constitutional law, and/or equity), claims based upon wrongful termination, due process, breach of contract, defamation, or retaliation, and/or any claims that are known or unknown, whether conceivable or inconceivable, or which in the future may arise related to the Employment Agreement Stewart's employment as City Manager for City, and/or the Termination, including without limitation, any and all claims sounding in breach of contract, tort, including but not limited to damages for lost employment, out of pocket costs, lost earnings, lost earning capacity, profit sharing, retirement plans, benefits, or any claims made or which could have been made. Stewart specifically releases and forever discharges City, its elected and/or appointed officials, and its individual employees or representatives from any injuries he sustained or may in the future sustain or that he has claimed were caused or worsened as a result of City's conduct relating to the Employment Agreement, Stewart's employment as City Manager for City, and/or the Termination, or the facts and circumstances surrounding the Employment Agreement, Stewart's employment as City Manager for City and/or the Termination, or which in the future may arise or worsen. Stewart further agrees that he expressly waives any and all rights under N.D.C.C. § 9-13-02, which reads as follows:

> "Extension to known claims. A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor."

Stewart's Release shall not include claims arising out of a breach of this Agreement, and a claim of breach of this Agreement is not subject to the terms of, or otherwise released in, this Agreement.

7. **References.** If it is necessary for the City to provide a reference to a prospective employer, Stewart agrees that he will direct the prospective employer to contact the Human Resources Director.

8. **Representations and Warranties.** The undersigned parties hereby represent and warrant the following to the other:

    a. Stewart represents and warrants that they are legally and mentally competent to sign this Agreement; they are the sole owner of any claims against the City; they have the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and they presently possess the exclusive right to receive all of the consideration paid in exchange for this Agreement.

    b. Stewart expressly reserves the right to file a claim for unemployment benefits.

c. Stewart further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Stewart or any other party.

d. This Agreement sets forth the entire agreement between the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

e. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

f. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

g. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

9. **Jurisdiction.** This Agreement shall be governed by the laws of the State of North Dakota, and the Ward County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

10. **Binding Effect.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

11. **Review and Revocation.** The parties acknowledge that Stewart may revoke their acceptance and execution of this Agreement at any time within seven (7) days of the date of their execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the City's Attorney. If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7) day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7) day period. Further, Stewart represents that, before accepting and executing this Agreement, they were given a review period of twenty-one (21) days in which to consider it. Stewart further represents that they (a) took advantage of as much of this period as required to carefully read and consider this Agreement before signing it; (b) carefully read the full Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Stewart represents that Employer encouraged them to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Stewart having revoked acceptance of it.

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement effective as of the Effective Date.

EMPLOYEE

By: _____
Harold Stewart, City Manager

Date:_____

CITY OF MINOT

By: _____
_____, Mayor

Date:_____

Attest: _____
_____, City Clerk

Date:_____

Exhibit 3
Evaluation Form

Completed by (optional):_____

Date: _____

Instructions

Using the following rating scale, please circle the number, in each question below, that best reflects your rating of the City Manager's performance during the past year.

Rating Scale	
1	**Unacceptable**
2	**Needs improvement**
3	**Meets standard**
4	**Exceeds standard**
5	**Outstanding**
6	**Have not experienced or observed**

Valuing Behaviors	
1.) Seeks input from all team members **Comments:**	1 2 3 4 5 6
2.) Measures results instead of individual styles **Comments:**	1 2 3 4 5 6
3.) Maintains a balance between "people" issues and "business" issues	1 2 3 4 5 6

Comments:	
4.) Shows genuine concern for team members **Comments:**	1 2 3 4 5 6
5.) Keeps the focus on fixing problems rather than finding someone to blame **Comments:**	1 2 3 4 5 6
6.) Treats people fairly, without showing favoritism **Comments:**	1 2 3 4 5 6
7.) Cares about me **Comments:**	1 2 3 4 5 6
8.) Protects confidentiality **Comments:**	1 2 3 4 5 6
9.) Recognizes and rewards my individual contributions in a manner meaningful to me **Comments:**	1 2 3 4 5 6
Interdependent Behaviors	
10.) Supports a team environment by recognizing and rewarding collaboration, cooperation and activities contributing to others' success **Comments:**	1 2 3 4 5 6
11.) Recognizes and rewards team-supportive actions and behaviors **Comments:**	1 2 3 4 5 6

12.) Doesn't criticize those who are not present **Comments:**	1 2 3 4 5 6
13.) Considers the impact of actions and decisions on other departments before implementing **Comments:**	1 2 3 4 5 6
14.) Recognizes and supports the work of other departments **Comments:**	1 2 3 4 5 6
Communication Behaviors	
15.) Encourages others to express different ideas and perspectives **Comments:**	1 2 3 4 5 6
16.) Is open to other perspectives and is willing to change his or her position when presented with compelling information **Comments:**	1 2 3 4 5 6
17.) Is open to negative and/or constructive feedback **Comments:**	1 2 3 4 5 6
18.) Keeps me informed on the status of my work and updates in the organization **Comments:**	1 2 3 4 5 6
19.) Effectively deals with conflict **Comments:**	1 2 3 4 5 6

20.) Lets me know how I am doing. Gives open and constructive feedback. **Comments:**	1 2 3 4 5 6
21.) Involves me in decision-making when appropriate **Comments:**	1 2 3 4 5 6
22.) Sets a clear direction for our City, Team, Department etc. **Comments:**	1 2 3 4 5 6
Valuing Diversity Behaviors	
23.) Ensures that City activities are inclusive **Comments:**	1 2 3 4 5 6
24.) Seeks input/feedback from diverse individuals and groups, including internal and external customers **Comments:**	1 2 3 4 5 6
25.) Treats everyone with respect and fairness **Comments:**	1 2 3 4 5 6
Leadership Behaviors	
26.) Encourages and embraces change by challenging the status quo **Comments:**	1 2 3 4 5 6
27.) Provides cross-functional development opportunities for team members **Comments:**	1 2 3 4 5 6

28.) Encourages and supports my involvement in training and development activities and events **Comments:**	1 2 3 4 5 6
29.) Encourages and supports my involvement in community activities and events **Comments:**	1 2 3 4 5 6
30.) Encourages and supports my involvement in company activities and events **Comments:**	1 2 3 4 5 6
31.) Uses actions and behaviors that are consistent with his or her words **Comments:**	1 2 3 4 5 6
32.) Is trustworthy **Comments:**	1 2 3 4 5 6
33.) Is a role model for continuous improvement **Comments:**	1 2 3 4 5 6
34.) Uses a coaching management style, rather than an authoritarian boss management style **Comments:**	1 2 3 4 5 6
35.) Supports me and helps me achieve results **Comments:**	1 2 3 4 5 6
36.) Supports a customer service approach for both internal and external customers **Comments:**	1 2 3 4 5 6

37.) Deals with issues that need to be addressed **Comments:**	1 2 3 4 5 6
38.) Provides a clear sense of purpose and direction, roles and responsibilities, for me individually and for our group/team members **Comments:**	1 2 3 4 5 6

General Feedback

Optional: Type or print your answers; add additional pages if needed. Please be as specific as possible by including examples.

1. List and briefly describe examples of the behavior, activities, feedback or coaching Mr. Stewart has provided that makes your job, work environment or more enjoyable and meaningful to you.

2. What activities, behavior, feedback or coaching would you like your manager to stop doing? Please explain.

3. Please provide comments that you feel will be meaningful for your manager to sustain or improve his or her effectiveness.

City of Minot

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
by and between the City of Minot and Harold Stewart II
effective December 29, 2023 through December 28, 2028

WHEREAS, the City of Minot (City) and Harold Stewart II (Stewart) entered into an Employment Agreement effective December 29, 2023 through December 28, 2028 (Agreement) wherein in the City agreed to employ and Stewart agreed to serve, as the City's City Manager; and

WHEREAS, the Agreement describes various employment benefits the City agreed to provide in exchange for Stewart's services, including insurance and paid time off; and

WHEREAS, following the execution of the Agreement, the Minot City Council amended the City of Minot's employee benefits to shift from a vacation and sick leave plan to paid-time off (PTO), and added a short-term disability policy; and

WHEREAS, following execution of the Agreement, the Minot City Council also considered various updates on first reading to Chapter 2 (Administration), Article III (City Officers), Division 2 (City Manager) of its Code of Ordinances to reflect policy and practice changes and to codify the Assistant City Manager's general duties and responsibilities; and

WHEREAS, City and Stewart desire to amend the Agreement to contemplate the move to a PTO leave system; addition of the short-term disability policy; and if approved by the Minot City Council on second reading, the proposed updates to Chapter 2 (Administration), Article III (City Officers), Division 2 (City Manager) of its Code of Ordinances; and

NOW THEREFORE, City and Stewart agree to amend paragraph 5 of the Agreement as follows:

5. **Health, Long-Term Disability, Short-Term Disability, and Life Insurance.**
    a. **Health Insurance**. The City will enroll and maintain Stewart and/or his family in its health insurance plan to the same extent as it does its civil service employees.
    b. **Long-Term Disability Benefits.** The City will provide Stewart the same long-term disability benefits as it provides to its civil service employees.
    c. **Short-Term Disability Benefits.** The City will provide Stewart the same short-term disability benefits as it provides to its civil service employees.
    d. **Life Insurance.** The City will provide Stewart the same life insurance benefits as it provides to its civil service employees.

NOW THEREFORE, City and Stewart agree to amend paragraph 10 of the Agreement, if the proposed updates to Chapter 2 (Administration), Article III (City Officers), Division 2 (City Manager) of the Minot Code of Ordinances are approved on second reading:

10. **Notification Required Before Leaving the City.** Stewart shall not leave Minot, North Dakota for more than forty-eight (48) hours without notifying the Mayor, or in the absence of the Mayor, the President of the City Council, or in the absence of the Mayor

and President of the City Council, the Vice-President of the City Council. Proof of notification must be provided in writing with a copy provided to the City's Human Resources Director and City Auditor/Finance Director. In the absence from the City of the City Manager the Assistant City Manager shall perform all duties of the City Manager unless another individual is appointed by the City Council, and Stewart agrees to fully apprise the Assistant City Manager or other successor of all pending matters of concern prior to leaving the City. Minot City Ordinance Sec. 2-51, 2-53.

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement effective as of the Effective Date.

EMPLOYEE

By: _____
Harold Stewart, City Manager

Date: April 2, 2024

CITY OF MINOT

By: _____
Thomas Ross, Mayor

Date: 4/1/24

Attest: Mikayla McWilliams
Mikayla McWilliams, City Clerk

Date: 4/1/24

MINOT AREA
CHAMBER EDC

2025 CITY OF MINOT
CONTRACT REPORT

JULY 30, 2025

Acting Mayor Mark Jantzer
City of Minot
10 3rd Avenue Southwest
Minot, North Dakota 58701

RE: Report to City of Minot Regarding the Contractual Obligations of MACEDC

Dear Mayor Jantzer:

Thank you for the opportunity to present at the August 4 City Council meeting to share what the Minot Area Chamber EDC (MACEDC) accomplished so far in 2025 and how it has performed according to the contractual obligations set forth in Exhibit 1 of the Professional Services Agreement. According to Section 3 of the Services Agreement between the City of Minot and the Minot Area Chamber EDC, a written report must be provided to the City biannually. This correspondence serves to ensure a comprehensive overview of January 1 through June 30, 2025. The obligations stated in Exhibit 1 of the Services Agreement are bold in the sections that follow, along with the corresponding actions of MACEDC.

1.a. MACEDC shall execute its comprehensive Strategic Plan which includes pillars for Economic Development, Workforce Development, and Military Support.

The full MACEDC mission, vision, values, and five-year strategic plan can be found on Attachment A.

The fourteen-member volunteer MACEDC Board of Directors and MACEDC team who work to deploy the pillars are listed on Attachment B.

1020 20th Avenue Southwest | Minot, North Dakota 58702-0940
Phone: 701-852-6000 | **Fax:** 701-838-2488 | **Email:** minot@minotchamberedc.com
www.minotchamberedc.com

ECONOMIC DEVELOPMENT

FUNDING SOURCES

City of Minot, Ward County, Logistics Park of ND (LPND) development, intermodal operator lease, privately raised funds, sponsors, and program fees (for Start Up Minot Academy powered by CO.STARTERS).

OVERVIEW

As the lead organization in the Minot area for economic development, MACEDC focuses on a number of macro-economic elements that have been and will continue to be multi-year priorities for growing the local and regional economy. These include improving the ability of producers and shippers to access national and international markets for North Dakota (ND) products. This logistics effort centers on the viability and the growth of the Minot Intermodal Facility and the LPND. With nearly 1,000 acres of combined land, these two economic engines in east Minot are unique to the region and state and allow the Minot area to be of service in delivering products out of our region (by rail) and attracting growing or new businesses to our region for value-added ag, value-added energy, distribution, warehousing or other similar industries. Noted below are several key achievements in logistics as the Minot Intermodal Facility is currently in its fifth year of operation under Rail Modal Group (RMG). LPND Committee members are listed in Attachment C.

MACEDC is also leading efforts focused on major natural gas solutions. The staff and board efforts intensified in late 2023, continued throughout 2024, and are pushing through 2025 to work with business developers, as well as regional and state leaders to secure anchor businesses to the area that will use large amounts of natural gas. This will allow for more ND natural gas to be used by industry in ND, increasing the Bakken's ability to remain stable long-term. As an economic engine, the oil and gas industry continues to provide more than 50 percent of the state's revenue for legislatively budgeted initiatives, such as public k-12 education, higher education, transportation, health and human services, etc. Keeping large amounts of natural gas being used by industry in-state allows ND increased control over our own future. MACEDC has seen an increase in demand for natural gas for development projects and is also working solutions for our area.

Aside from the "big picture" development efforts, MACEDC's economic development initiatives also include daily efforts to grow the economy both internally and through external attraction. This includes training entrepreneurs through Start Up Minot, continuing the best practices-effort of Business Retention and Expansion (BR&E) visits, attracting new primary sector businesses to the region, building relationships with regional and national site selectors, and nurturing partner relationships with a long list of regional, state and federal entities. Some of these efforts and others are quantified in the key achievements listed.

STRATEGIC PLAN ECONOMIC DEVELOPMENT GOALS

The goals of the economic development pillar are to advance continued operations of the intermodal ramp, attract new business investment in the LPND, and lead primary sector development in the Minot area.

STRATEGIC PLAN ECONOMIC DEVELOPMENT MEASUREMENTS

The goals of the economic development pillar are to advance continued operations of the intermodal ramp, attract new business investment in the Logistics Park of North Dakota (LPND), and lead primary sector development in the Minot area.

- Hit targets of the Business Incentive Agreement
  - Passed third-year audit of the City of Minot Business Incentive Agreement for the Minot Intermodal Facility, hitting all contractual obligations for employment and continuous operations
- Two new business investments in the LPND by December 31, 2027
  - Holding on-going meetings with various prospects in the value-added ag industry, for expansion into LPND property; holding considerable conversations with one, large primary sector industry for expansion into LPND property and potentially nearby property
  - Received final approvals from the Federal Railroad Administration (FRA) for the LPND Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant project
- Number of site selectors contacted per year
  - Formed four new relationships with Upper Midwest and/or national site selection companies in early 2025
- Number of potential primary sector business contacts engaged per year
  - Provided on-site tours of the Minot Intermodal Facility and LPND property to two primary sector out-of-state businesses or regional associations
  - Interviewed, under the BR&E program, 25 primary sector businesses so far in 2025
- The intermodal ramp is operational with demonstrable growth from January 1, 2023 through December 31, 2027
  - 2022 statistics; 12 trains, 2,833 containers
  - 2023 statistics; 22 trains, 4,484 containers
  - 2024 statistics; 34 trains, 7,133 containers

ADDITIONAL ECONOMIC DEVELOPMENT KEY ACHIEVEMENTS IN 2025:

- Continued regular communication and advocacy with Catalyst Midstream, a company proposing to build a blue ammonia production facility within a proposed petrochemical complex in Ward County
- Continued exploration of viability of datacenter growth into the region
- Letter of intent from large, primary sector for a large-scale manufacturing facility in an industry new to ND
- Fostering continued relationships with key intermodal partners, including The Northwest Seaport Alliance (ports of Seattle and Tacoma) and BNSF Railway. Attended the Agriculture Transportation Coalition (AgTC) Annual Meeting in Tacoma, WA, meeting with key partners and stakeholders associated with the Minot Intermodal Facility.
- Since intermodal operations started in October 2020, here are a few key highlights:
    - Nearly 5 years of success
    - 15+ shippers
    - 111 trains
    - Shipped to ports in 20+ countries
    - Top commodities: pulses, wheat, soybeans, dried distillers grains (DDGs), bagged leonardite, sugar beet pulp pellets, etc
    - 10+ million truck miles saved using rail
    - 4,250 feet of track added in late 2022/early 2023
- Holding semi-monthly meetings with RMG
- Continue hosting monthly area economic developer meetings with local and state partners
- Staff and the Minot Intermodal Facility Operator, RMG, joined the ND Agriculture Commissioner Doug Goehring and a dozen other ND businesses and/or their representatives in Taiwan for the 2025 Ag Trade Mission. The trip to Taiwan featured meetings with a number of specific industries and government officials. Most of the visits included conversations where we were able to introduce the Minot Intermodal Facility to agriculture and business leaders and explained the ability to ship ND products in containers directly from our state to their country. Overall, this was well received and allowed both businesses and government officials to better understand the logistics ease that can occur with containerized shipping of products
- Committee participant in Central Dakota Metropolitan Planning Organization Transit Development Plan consultant selection and upcoming steering committee member
- Trained seven local business entrepreneurs during the spring, 10-week course, under the Start Up Minot Academy powered by CO.STARTERS effort
- Hosted 140 attendees during the first six months of 2025, for monthly, free Start Up Minot networking events

COMMUNITY DEVELOPMENT

FUNDING SOURCES

City of Minot

OVERVIEW

MACEDC staff focuses on improving quality of life for all through following and participating in initiatives that improve our region, including (but not limited to) items like housing, education, parks, and more.

KEY ACHIEVEMENTS

- Participating as active steering committee member for Souris Basin Planning Council (SBPC) led Regional Livestock Development Planning Grant, through ND Department of Agriculture
- Attending multiple, weekly relevant Development Review Team meetings, as led by the City of Minot
- Participating in Renaissance Zone Review Board as active member
- Participating in the Burdick Job Corps Community Relations Council meetings
- Participating, for the second year, as a steering committee member for a feasibility study led by the ND Association of Rural Electric Cooperatives. The study aims to reduce wholesale costs through joint purchasing and provide local producers access to broader markets. If the project moves past the feasibility portion into a full-blown building, this shared services cooperative or redistribution hub would likely be centered in or near Minot
- Held various meetings with local and regional partners on ways to support the region's economy and quality of life, and are participating in multiple efforts

WORKFORCE DEVELOPMENT

FUNDING SOURCES

City of Minot, State of ND (Regional Workforce Impact Program), pilot program partnerships

OVERVIEW

Workforce development represents a newer strategic pillar for MACEDC, introduced in response to evolving regional and national labor force challenges and a request to lead this effort by the City of Minot. As many organizations around the country continue to come to grips with a shortfall in the number of employees available for open positions, MACEDC is committed to working multiple avenues and piloting new programs to assist in solving business/community workforce needs. The goal of the workforce development pillar is to support workforce development solutions.

KEY ACHIEVEMENTS

- Launched MACEDC Workforce Committee; members are listed on Attachment D
- Continued to support the State of ND Department of Commerce Find the Good Life initiative and track engagements
- Developed tracking system to monitor workforce proposals, opportunities and solutions during the 2023, 2025, and 2027 legislative sessions
    - MACEDC continues to actively follow proposals, opportunities and solutions tied to workforce by being an active participant in statewide efforts and leading local efforts to try new initiatives
- Continued participation in the City of Minot Childcare Committee
    - Completed digital Child Care Resource Guide
- Provided subject matter expert presentation to RoleCall Talent Attraction Summit
- Completed the $250,000 Regional Workforce Impact Program (RWIP)-funded talent attraction campaign in May 2025, meeting all reporting and compliance requirements
- Partnered with the North Dakota Department of Health and Human Services to connect employers with mental health resources to address workplace absenteeism and productivity
- Provided letters of support for Minot State University and Dakota College at Bottineau for programs under the Workforce Education Innovation Fund
- Participating as Steering Committee member of the SBPC led Region 2 Workforce Attraction and Retention strategy, under a ND Department of Commerce Regional Workforce Impact Program grant
- Supporting Job Service ND job fair on Minot Air Force Base
- MACEDC Workforce Development Specialist received the Association of Chamber of Commerce Executives (ACCE)-International Economic Development Council (IEDC) Certificate in Workforce Development Fundamentals program

ADDITIONAL WORKFORCE DEVELOPMENT KEY ACHIEVEMENTS

- Participated in and spoke to a variety of regional or statewide efforts/committees, including the following:
    - ND State University Industry and Workforce Ad-hoc Committee
    - Economic Development Association of ND
    - Greater ND Chamber Workforce Policy Committee
    - Dakota College at Bottineau Minot Programs Advisory Board
    - Workforce Academy Advisory Committee
    - ND Workforce Development Council
    - Minot Area Career Expo sponsor and committee member
    - CDL (Commercial Driver's License) Advisory Committee at Minot Public Schools
    - RoleCall National Talent Attraction Summit
    - Centers for Independent Living Council meeting in Minot
- Three MACEDC employees serve as Community Champions for the Minot region as part of the State of ND's Find the Good Life relocation help desk. New this year was the Candidate Marketplace for employers. From January 1 – December 31, 2024, the following occurred statewide as part of the Find the Good Life efforts:
    - 4,400 leads
    - 71 relocations (Minot was the first community to help relocate an individual who contacted the program, in mid-2022) with three of those to Minot
    - 1,347 connections made to Community Champions
    - 2,248 leads to the Candidate Marketplace
    - 1,341 resumes collected
    - 63 employers a part of the Candidate Marketplace
    - Top cities for relocation include Fargo, Bismarck, and Minot

MEMBER INVESTOR

FUNDING SOURCES

Member investor dues, sponsorships, Motor Vehicle income, event registration, grants, rent income (Bank of ND)

OVERVIEW

MACEDC represents 619 member investors. Through this pillar MACEDC has committees representing key sectors of our community, provides programming, supports businesses, communicates key Minot area priorities, and hosts numerous business networking and educational events. Volunteer led committees include Agribusiness, Ambassadors, Energy, Governmental Affairs, Infrastructure, Junior Achievement and Women Connect. Programming includes an annual Community Leadership Institute, year-round Junior Achievement program, and monthly Eagle Awards. Yearly signature events are the MACEDC Annual Meeting, Showcase of Business, Citywide Spring Cleanup, and Women Connect event. Dinner on the Prairie is a signature event that takes place every other year and will take place in August 2025.

KEY ACHIEVEMENTS

- Gained 23 new member investors
- Represented a total of 619 member investors
- Hosted the first and only local National Civics Bee competition in ND - Minot City Council President Lisa Olson was one of three judges
- Celebrated 18 ribbon cuttings
- Taught Junior Achievement in 112 classrooms with 99 volunteers
- Hosted five Minot area legislative forums
- Testified at the state legislature on Minot area legislative priorities
- Presented 106 Eagle Awards
- Have 541 volunteers and committee members
- Published six Communicator issues
- Shared 140 member investor news stories
- Followed by 6,806 people on Facebook
- Gained 563 new followers on Facebook
- Reached 380,905 users on Facebook
- Followed by 1,346 people on Instagram
- Gained 87 followers on Instagram

MILITARY

FUNDING SOURCES

Member investor dues, sponsorships, donations, annual Prairie Warrior Auction

OVERVIEW

Minot's identity and strength are deeply intertwined with Minot Air Force Base (MAFB) and the North Dakota National Guard. The Minot area recognizes this and works to support military from community-based programs and events designed to positively impact the quality of life for airmen, officers and their families to major infrastructure projects. The work of civic leaders and numerous volunteers has resulted in big wins and continues to strive for a military-friendly community. Programs that help support MAFB include Adopt an Airman, Honorary Commanders, WayFinders and Home for the Holidays program. The monthly Military Affairs Committee meetings bring together business leaders with airmen for lunch and a program. The Right Start Committee shares Minot and ND with MAFB newcomers. Boots to Business provides entrepreneurial education to help airman transition out of the military into the community.

KEY ACHIEVEMENTS

- Inducted 13 new Honorary Commanders into the program
- Gave six Right Start presentations to new approximately 300 airmen
- Hosted Minot State University military appreciation hockey game
- Continued to spotlight the Barksdale Trophy in the community (the award given to the Air Force Global Strike Command base community with the most outstanding support to its base and airmen)
- Supported the Month of the Military Child
- Minot was selected by the Association of Defense Communities (ADC) as a 2025 Great American Defense Community (GADC)
- Signed up seven airmen and 12 host families with the Adopt an Airman program
- Held Military Day at the Parks which served 1,577 people
- On-going support for ND National Guard events in Minot
- Supported the Western ND Honor Flight
- Taught two Boots to Business classes, assisted in instructing approximately 40 soon-to-be-retired airmen on how to start their own business
- Raised $110,197 through the Prairie Warrior Auction, with over $52,000 going to the Home for the Holidays program to send airmen home

MILITARY TASK FORCE 21

FUNDING SOURCES

City of Minot, State of ND, privately raised funds, nuclear triad symposium sponsors

OVERVIEW

Task Force 21 (TF21) members are strategically positioned to build and strengthen relationships at all levels. Civic leaders have learned more about Air Force priorities, progress and challenges while fostering bonds and partnerships. Building relationships is essential to establishing trust and understanding the challenges the military faces in today's world. The relationships built have allowed TF21 to directly engage key military leaders to lend their voice to significant events, such as the symposium held in Washington, D.C. They facilitate direct communication with leadership at all levels when advocating for Minot Air Force Base.

You will find a list of the Task Force 21 members and the strategic leadership positions TF21 members serve on in Attachment E.

KEY ACHIEVEMENTS

- ND State Legislature funded the ND Department of Commerce Base Enhancement Grant at $1,000,000 to support the communities of Fargo, Grand Forks, and Minot with an allocation of $600,000 for MACEDC for the July 1, 2025 – June 30, 2027 biennium
- MACEDC President | CEO nominated and now serving as a Department of Defense U.S. Air and Space Force Civic Leader
- Stood up the Sentinel Working Group in preparation of Sentinel modernization project
- Continued to strengthen strategic partnership with the Mandan, Hidatsa, and Arikara (MHA) Nation, also known as the Three Affiliated Tribes
- Attended key leadership ceremonies, numerous Change of Command ceremonies at MAFB, and the Sentinel Site Activation Task Force (SATAF) Detachment 12 at MAFB
- Participated in 53 in-person and virtual events/meetings
- Hosted numerous military appreciation events
- Attended regular meetings for project updates on Sentinel with the communities of Cheyenne, WY and Great Falls, MT
- Hosted a Sentinel Briefing with Maj. Gen. Colin J. Connor, Director of Intercontinental Ballistic Missile Modernization, Site Activation Task Force and Task Force 21 Legislative Social in Bismarck to educate all state leaders and legislators on the upcoming Department of Defense project
- Partnered with the City of Minot and the Office of Local Defense Community Cooperation (OLDCC) for an installation readiness grant with a scope including compatibility studies and community outreach
- Continued to support The Watch: America's Nuclear Mission Revealed series
- Participated in the ND Military Commission and continually working to make ND the most military friendly state
- Supported two key community leaders for the Air War College National Security Forum (invitation-only strategic engagement led by the Secretary of the Air Force)
- Held first Western ND Honor Flight out of Minot International Airport

1.b. MACEDC shall conduct business retention and expansion interviews or surveys, with the goal of achieving 65% of the MACEDC primary sector business list, which equates to about four (4) interviews a month.

MACEDC works to preserve and strengthen the Minot area's existing primary sector businesses through the Business Retention and Expansion (BR&E) Program. The BR&E Program enables MACEDC to actively engage with Minot area existing primary sector businesses to ensure stability and long-term success. According to the North Dakota Department of Commerce, there are seven businesses in the Minot area that have asked for and received the Primary Sector certification. We are in contact with all seven of them, six through the BR&E interviews, and the seventh is a proposed blue ammonia production facility, with whom we have nearly weekly contact. MACEDC has long chosen to expand our list beyond just those with primary sector certification. With 25 completed interviews so far in 2025, and an additional 10-12 companies where outreach occurred, but an interview wasn't completed, MACEDC is on track to meet the 65% goal identified. The January 1 – June 30, 2025, BR&E report can be found on Attachment F.

1.c. MACEDC shall market and promote the City for the purposes of the attraction of new primary sector businesses and employment opportunities consistent with the City's overall goal of a sustainable, diverse economic base and economy. MACEDC will further seek business retention and expansion of existing primary sector businesses in the Minot area.

MACEDC continues to market the city at a variety of levels, including, but not limited to, during discussions with developers in-person, at conferences, and with existing businesses encouraging them to grow their footprint or services. The Logistics Park of North Dakota (LPND) Committee promotes and markets intermodal service and development opportunities at the LPND to increase the value and economic growth of the City of Minot and the State of North Dakota.

1.d. MACEDC shall provide needed support to the MAGIC Fund Screening Committee including receiving, reviewing and conforming all applications with a primary sector nexus for the MAGIC Fund with a recommendation of disposition to the MAGIC Fund Screening Committee; and regularly meet with the MAGIC Fund Screening Committee to assess the overall progress in use of the MAGIC Fund and the status of MAGIC Fund projects.

MACEDC has consistently received, reviewed, and conformed all MAGIC Fund applications with a primary sector nexus. MACEDC received two applications in this reporting period:

- Souris Basin Planning Council (SBPC) for $250,000 for recapitalization of the Revolving Loan Fund that is closely tied to matching the Bank of North Dakota Flex PACE Program
    - Approved by Minot City Council in March 2025
- United Pulse Trading, dba AGT Foods for $269,230.71 for equipment expansion at newest facility in SE Minot, Extrusion Center of Excellence
    - Approved by Minot City Council in July 2025

1.e. MACEDC shall advise the City of Minot on the development of economic development policies and strategies for the City, specifically the MAGIC Fund General Policy Guidelines.

MACEDC continues to work closely with the City of Minot to discuss economic development policies and strategies, including the MAGIC Fund General Policy Guidelines.

- The MACEDC team communicates regularly with City staff and elected officials
- The MACEDC president | CEO has a monthly standing meeting with the City manager
- The MACEDC president | CEO attends a monthly standing meeting with community economic development stakeholder partners
- The MACEDC economic development specialist hosts an informal, monthly economic developers meeting where community partners discuss economic strategies and current activities and events, city staff are in regular attendance at this meeting
- MACEDC staff regularly attend the City's Development Review Team (DRT) meetings
- The MACEDC economic development specialist sits on the Renaissance Zone Review Board
- The MACEDC team is attending and participating in the current City of Minot Economic Development Plan Review Committee meetings

1.f. MACEDC shall provide access to and professional analysis of demographic-based workforce and consumer data as indicated in the Economy at a Glance.

MACEDC provides a monthly Economy at a Glance document by email to all member investors. The information can also be found on the MACEDC website under the News section. This service provides access to and professional analysis of this data.

MACEDC is a member of the Council for Community and Economic Research (C2ER). Through this organization, a MACEDC team member collects data each quarter for the cost-of-living analysis of the Minot area. This information is submitted to the C2ER which compiles nationwide data and puts together side-by-side comparisons. The Economy at a Glance includes a regional comparison every quarter. According to the 2025 first quarter cost of living report by the C2ER, Minot's cost of living is 11.3% under the national average (U.S. Average Composite Index = 100%), sitting at 88.7%.

1.g. MACEDC shall lead a committee for workforce development which must include at least one representative from the City of Minot.

MACEDC completed this item, as the inaugural workforce committee met in December 2023, and regularly throughout 2025. City of Minot representative, Lisa Olson sits on this committee for workforce with emphasis on childcare.

1.h. MACEDC shall manage and administer the Minot Area WayFinders workforce program.

The WayFinders program has been in place just over two years. The MACEDC was granted a Regional Workforce Impact Program (RWIP) grant to market the program on a national scale that ran through June of 2025. During this reporting period, 16 newcomers requested to be matched with a WayFinder. Two of the newcomers had successful matches to WayFinders that MACEDC continues to manage.

1.i. MACEDC shall track and monitor workforce proposals, opportunities and solutions during the 2025 legislative session.

MACEDC followed key legislative committee meetings and issues throughout the 2025 session and is actively participating in various statewide efforts that would assist in improving our workforce situation that includes North Dakota Department of Health & Human Services, North Dakota Department of Commerce and Office of Legal Immigration.

1.j. MACEDC shall engage with community and statewide partners to assist in developing a workforce development strategy for the Minot region.

See answer above and the detailed list of workforce development efforts as mentioned.

1.k. MACEDC shall lead efforts to respond to primary sector RFPs, which shall include determining RFP eligibility, drafting RFP responses, obtaining and compiling necessary information from City staff and others, and recommending strategies to City staff.

MACEDC responds to all RFPs received from the North Dakota Department of Commerce, with consideration to the requirements and if a community or property in Ward County can meet them. Two RFPs came through from the state in the first half of 2025 that were viable options.

MACEDC staff, in following up from a previous year's RFP, did secure additional attention from a prospective primary-sector business with a multi-billion-dollar plan for their introduction into the Minot region. These conversations are on-going.

Along with responding to RFPs, staff actively looks for ways to build relationships with nationally recognized site selectors in person to review the region's strengths and weaknesses, as well as to introduce them to the available land at the LPND. In total, as indicated on page three of this report, we tracked four new relationships with site selectors for the first half of 2025.

1.l. MACEDC shall coordinate and provide touring services for prospective primary sector businesses visiting Minot, arranging transportation, local meeting space, presentations, and meetings with relevant City officials or staff.

MACEDC fulfilled this requirement, as indicated earlier in this report, providing on-site tours of the Minot Intermodal Facility and LPND property to two primary sector, out-of-state businesses or regional associations in the first half of 2025. These visits, where appropriate, included meetings with statewide contacts, and local City of Minot officials and staff.

1.m. MACEDC shall keep its website and marketing materials up to date with Minot-specific information, incentives, and contacts, and provide this information to Minot area businesses.

MACEDC fulfills and will continue to fulfill this obligation. MACEDC's website includes information on: Key industries in the Minot region and Ward County; The Logistics Park of North Dakota; Infrastructure and transportation related to the region; Talent and workforce, with an opportunity for MACEDC member investors to submit and post job openings; Local and statewide workforce incentives; Economy at a Glance; Quality of life data; City, county, and community resources; A link to Visit Minot's community calendar and much more.

MACEDC also hosts and maintains content on the Magic in Minot website geared toward attracting and retaining newcomers to our city and region and the Task Force 21 website, focused on military support and promoting the strategic nuclear triad symposiums held in multiple states.

1.n. MACEDC shall continue to incorporate Location One Information System's (LOIS) building, site and community demographic database into MACEDC – website and MACEDC will work with active and willing commercial realtors and property owners to place all available industrial and manufacturing zoned land and buildings into the system on an ongoing basis. As part of the Annual Report to the City MACEDC shall include an executive data analysis of LOIS.

MACEDC incorporates the LOIS demographic database into the MACEDC website under the Do Business/Available Properties section. LOIS is a national online location analysis tool designed to promote available industrial and commercial sites and building inventory.

To gather information and keep the properties updated, MACEDC works with willing commercial realtors and the MMLS; reviews properties on Crexi, an online commercial real estate agency; and relies on updates from local businesses, property owners, and developers who are selling or leasing.

There are 52 buildings and 39 sites currently listed on the MACEDC LOIS site.

From January 1 to June 30, 2025:

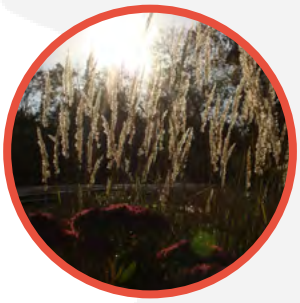
- The average session length for users was 3 minutes 54 seconds
- There were 901 total page views, 51 total sessions, and 38 total visitors
- During the year, 46 viewers used a desktop device, four used a mobile device, and one used a tablet
- Visitors included ones from North Dakota, Arizona, Illinois, Minnesota, Iowa, Texas, and Colorado
- Visitors viewed both buildings and sites

1.o. MACEDC shall provide its monthly MACEDC board report and supporting documents to the City Manager/Mayor's Executive Secretary in electronic form and that report can be transmitted to the City Council, Community and Economic Development Director, and the MAGIC Fund Screening Committee by the City.

MACEDC provides each monthly board packet to the City Manager's/Mayor's Executive Secretary by email and will continue that process.

1.p. MACEDC shall establish and maintain a voting position on the MACEDC board of directors for the Mayor or his or her designee.

MACEDC maintains a voting position on the MACEDC board of directors for the Mayor or his or her designee.



1.q. MACEDC, by and through MACEDC's "Task Force 21", will coordinate a base retention campaign that provides resources to efforts that enhance and expand the mission of Minot Air Force Base (MAFB), thereby generating an economic benefit to the City of Minot. The Parties agree to the following in regard to the base retention services contemplated by this paragraph:

i. **The City will provide MACEDC with one-hundred-and-six thousand and two-hundred-and-fifty ($106,250) dollars of city funds (hereinafter "city funds") to be used exclusively for MAFB base retention services with payment due by January 31, 2025. These funds are included, and not in addition to, the total allocation of $665,900 to MACEDC for Services rendered under their Agreement with the City. Any city funds not spent allocated to base retention services rendered by December 1, 2025 must be returned to City.**

   This requirement has been and continues to be fulfilled. See the information under Military Support in the first half of the report.

ii. **The Mayor of the City will be a member of Task Force 21 throughout his/her term in office.**

   This requirement has been and continues to be fulfilled. See the information under Military Support in the first half of the report.

iii. **The City will receive up to five positions with the Honorary Commander program, which shall include the Mayor of the City, City Manager, and up to three department heads. Military Affairs Committee annual dues for these individuals will be covered by MACEDC using city funds.**

   This requirement has been and continues to be fulfilled.

1.r. MACEDC shall provide information on child care incentives for employers and entrepreneurs/businesses looking to begin or expand child care services in Minot.

The Minot Area Chamber EDC (MACEDC) has developed a Child Care Resource Guide, available on its website, which provides valuable tools for navigating licensing, financial assistance, early childhood education programs, and more. MACEDC also actively promotes state resources and incentives through regular social media updates and its monthly Communicator newsletter.

From January through June 2025, MACEDC achieved notable progress in advancing strategic priorities aimed at strengthening the city's economic vitality, workforce infrastructure, and overall quality of life. Through collaboration with both public and private partners, MACEDC addressed critical community needs, including workforce development, childcare accessibility, and business retention and expansion.

The organization remains focused on fostering innovation, enhancing Minot's position as a competitive and desirable place to live and work, and aligning efforts with the City's long-term strategic goals. In the second half of the year, MACEDC will continue to build on this momentum, monitor outcomes, and pursue opportunities that contribute to sustainable growth and shared success.

The continued support and partnership of the City of Minot are recognized and valued as MACEDC works to deliver meaningful impact in the months ahead.

Sincerely,

Brekka Kramer

Brekka Kramer, Minot Area Chamber EDC President | CEO

ATTACHMENT A | MISSION, VISION, VALUES, & 5 YEAR PLAN

MISSION

It is the mission of the Minot Area Chamber EDC to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all.

VISION

To be the go-to organization for our business community to drive key initiatives that build and strengthen our economy.

VALUES

Advocacy: We serve as the champion and voice for business by representing the best interests of our member investors at local, regional, and national levels.

Catalyst: We are a catalyst and convener for regional economic development focused on business expansion, retention and recruitment.

Collaboration: We are stronger and better together. Partnership is the core of what we do, working together to strengthen our community.

Community: We focus on creating a diverse community in which people want to live, work, and play. Leadership: We encourage community involvement and provide opportunities for engagement and leadership development.

Integrity: We are stewards of the community resources with which we have been entrusted.

5 Year Strategic Plan

January 1, 2023 through December 31, 2027

MINOT AREA
CHAMBER EDC

BACKGROUND

The Minot Area Chamber Economic Development Corporation (MACEDC) is a nonprofit organization formed when the Minot Area Chamber of Commerce and the Minot Area Development Corporation merged into one organization on January 1, 2021.

MACEDC has small businesses, corporations, and home-based businesses as member investors. That makes us as a business community stronger when influence is needed to make things happen locally, statewide, or nationally, because together, nearly 700 member investors can make a difference. The organization exists to promote business, leadership, and growth for the Minot area while facilitating business attraction, expansion, retention, and advocacy to diversify and strengthen the Minot area. The goal of the new organization is to do more for the community than the two organizations could separately.

Economically, MACEDC strategically targets the primary sector and supports community development. A primary sector business brings new dollars into a community through the sale of its products and services outside the trade area. The primary sector is the principal driver of economic development and is the foundation of an economy. We also know Minot isn't Minot without Minot Air Force Base and MACEDC is focused on supporting military at all levels. A new focus has been placed on workforce development and MACEDC is here to accelerate the creation and implementation of workforce solutions to support our area's business community. All in a day's work. That's the feeling at MACEDC, as the staff is busy each day promoting its nearly 700 member investors while working to be the voice of business. That means plenty of involvement in committees, networking opportunities, and workshops. The experienced staff has the knowledge and expertise to help in promoting member investors and working on the issues that affect the business community.

PURPOSE

MACEDC developed this strategic plan to guide the deployment of resources toward certain pillars, goals, and tactics that will remain a focus for MACEDC from January 1, 2023, through December 31, 2027. This plan is also intended to help create awareness among the public and stakeholders.

While the strategic plan does not include every duty of the organization, it is comprehensive in bringing focus to areas that require significant dedication of time and resources within MACEDC.

EXECUTIVE SUMMARY

In developing this plan, MACEDC commissioned a third-party vendor, Odney, Inc. (Odney), to engage investors, members, employees, and public sector leaders with a survey to gather input for the development of pillars, goals, tactics, and metrics.

The primary objective of this phase of the process was to gather input regarding how MACEDC is doing and what priorities the organization should set over the next five years.

SURVEYS

A survey was commissioned by MACEDC, who designed the questionnaire collaboratively with Odney.

On July 11, 2022, a survey invitation was emailed to MACEDC board members, employees, committee chairs and partner organizations identified by MACEDC. The survey invitation included a link to the survey and requested participants complete the survey by July 15, 2022. Follow-up emails and phone calls were made by Odney and MACEDC to get as many respondents from the sample as possible. The survey link was closed on July 27, 2022.

BREAKDOWN OF RESPONDENTS

The most frequently identified objectives for MACEDC to focus on for the next three to five years were business expansion and retention, being the go-to organization for the business community, maintaining and expanding membership, growing/stabilizing revenue for the organization and overcoming the area's workforce challenges. A wide variety of goals related to these objectives were offered by respondents, ranging from restating the objective (an example being "increase/retain membership") to specific goals (example: "increase government investment by 25% over the next five years") to ideas on how to accomplish the objective (example: "hire a workforce development team member"). Stakeholders also provided activities, policies and tactics that would need to be implemented to achieve the goals they identified.

Respondents offered a myriad of suggestions for measurements to evaluate MACEDC's success in fulfilling its mission, realizing its vision and living its values. The most commonly named methods were membership numbers, population growth, number of new or expanded businesses and the involvement or engagement of members. Various economic metrics were also mentioned, as were surveys of different internal and external stakeholders.

MACEDC's board met on August 24, 2022, to review these survey results and to identify potential goals and tactics from the survey for the strategic plan. The board met again on October 12, 2022, where it then identified pillars around which to organize the strategic plan, along with several goals for each of the pillars.

MACEDC staff met on October 28, 2022, to review the board's work to-date, and to identify tactics, from both the survey and their own suggestions, that further the pillars and accomplish the goals set by the board.

From there, Odney developed a working draft for the board to review at a board meeting held November 9, 2022. The new President | CEO provided vision and direction for the final pillars, goals and measures. This along with the comments from the board were then incorporated into a final document which the board adopted and approved at December 21, 2022 board meeting.

MISSION STATEMENT

It is the mission of the Minot Area Chamber EDC to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all.

VISION STATEMENT

To be the go-to organization for our business community to drive key initiatives that build and strengthen our economy.

VALUES STATEMENT

Advocacy: We serve as the champion and voice for business by representing the best interests of our member investors at local, regional, and national levels.

Catalyst: We are a catalyst and convener for regional economic development focused on business expansion, retention and recruitment.

Collaboration: We are stronger and better together. Partnership is the core of what we do, working together to strengthen our community.

Community: We focus on creating a diverse community in which people want to live, work, and play.

Leadership: We encourage community involvement and provide opportunities for engagement and leadership development.

Integrity: We are stewards of the community resources with which we have been entrusted.

A mission statement describes an organization's fundamental and unique purpose.
A vision statement describes what the organization hopes to achieve or where it is going.
A values statement defines an organization's beliefs and how people in the organization are expected to behave.

PILLARS, GOALS, AND TACTICS

PILLARS

Pillars are the foundational anchors for the strategic plan, around which goals and tactics are developed. Pillars represent the fixed and strategic areas of focus for the time period of the strategic plan. They broadly represent what an organization wants to achieve. Pillars are set at the board level.

GOALS

Goals are at the level of measurement and evaluation. They can either be accomplished or measured for progress. Goals may or may not have specific tactics to carry them out. Goals may be amended, but usually infrequently, during the life of a strategic plan. Goals are set at the board level.

TACTICS

Tactics are specific ways or strategies for carrying out the goals. They help answer how a specific goal may be accomplished. They must remain adaptable and flexible, and subject to amendment on a frequent basis and as part of the frequent monitoring and adjustments made to carry out the strategic plan. Tactics are set at the staff level.

OVERARCHING PILLARS OF FOCUS

ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT

WORKFORCE DEVELOPMENT

MEMBER INVESTOR SERVICES

MILITARY SUPPORT

ECONOMIC DEVELOPMENT PILLAR

Goal: Advance continued operations of the intermodal ramp

Goal: Attract new business investment in the Logistics Park of North Dakota (LPND)

Goal: Lead primary sector development in the Minot area

Economic Development Measurements

MACEDC Measures

- Hit targets of the Business Incentive Agreement
- Two new business investments in the LPND by December 31, 2027
- Percentage of Business Retention and Expansion visits per year
- Number of site selectors contacted per year
- Number of potential primary sector business contacts engaged per year

Minot Area Measure

- The intermodal ramp is operational with demonstrable growth from January 1, 2023 through December 31, 2027.

COMMUNITY DEVELOPMENT PILLAR

Goal: Support quality-of-life initiatives

Goal: Support urban renewal initiatives

Community Development Measurements

MACEDC Measures

- Number of tactical engagements reported by MACEDC President | CEO to the board
- Defined role and tactics developed for urban development by December 31, 2027

Minot Area Measure

- MACEDC lead community satisfaction survey

WORKFORCE DEVELOPMENT PILLAR

Goal: Support workforce development solutions

Workforce Measurements

MACEDC Measures

- Committee or task force on workforce launched by December 31, 2023
- Develop a platform to support the Find the Good Life Initiative and track engagements by December 31, 2023
- Tracking system developed to monitor workforce proposals, opportunities and solutions during the 2023, 2025 and 2027 legislative sessions
- Number of tactical engagements reported by MACEDC President | CEO to the board

Minot Area Measure

- Minot area assessment of childcare needs established by December 31, 2023

MEMBER INVESTOR PILLAR

Goal: Provide value to member investors

Goal: Deliver entrepreneurial programming

Goal: Foster business growth

Member Investor Measurements

MACEDC Measures

- Increase in overall number of member investors
- Increase in number of member investors in the top three tiers
- Member investor engagements to include committee volunteers, programming and events
- Communication tracking

Minot Area Measure

- Economy at a Glance report

MILITARY SUPPORT PILLAR

Goal: Lead community military affairs and appreciation events and foster a community of support to make military personnel feel at home in Minot

Goal: Develop and execute strategic tactics to support the U.S. Air Force modernization projects that impact Minot Air Force Base and the two major Air Force units: the 5th Bomb Wing and the 91st Missile Wing

Goal: Support Task Force 21 and ensure resources to complete the mission of the group

Military Support Measurements

MACEDC Measures

- Number of leadership and military appreciation events
- Track engagements through Task Force 21 and maintain leadership positions for Minot on Governor Burgum Task Force for Military Issues in North Dakota (TFMIND), Air Force Global Strike Command Civic Leaders and key groups

Minot Area Measure

- Economic impact of MAFB

IMPLEMENTATION AND TIMELINE

Month of January 2023

- Hold first MACEDC team meeting
- Assign implementation and monitoring of goals and tactics to specific individuals or small teams with an appointed leader
- Determine frequency of reporting for each goal and tactic
- Set tentative dates for quarterly staff and subsequent board reviews of strategic plan goals and tactics from 1Q 2023 through 4Q 2027

Ongoing

- Daily
  - Keep goals a focus of daily operations
- Quarterly
  - Conduct review of strategic plan at MACEDC team meetings
  - Conduct evaluation against measurements at MACEDC meetings to determine what is working or not working
  - Modify tactics as warranted
  - Report to board
- Annually
  - Conduct surveys
  - Collect and compare metrics
  - Report to board
  - Modify goals as warranted

1st Quarter of 2027 through 4th Quarter of 2027

- Launch strategic review to redevelop strategic plan for another 5 years

MINOT AREA
CHAMBER EDC

5 Year Strategic Plan

January 1, 2023 through December 31, 2027

Prepared December 2022

x

ATTACHMENT B | MACEDC 2025 BOARD OF DIRECTORS AND TEAM

OFFICERS	ORGANIZATION
Ryan Ackerman, Chair	Ackerman-Estvold
Jarid Lundeen, Chair-Elect	Jett Management
Missy Feist-Erickson, Treasurer	Peoples State Bank of Velva
Cassidy Hjelmstad, Past Chair	SRT Communications
Brekka Kramer, President | CEO & Corporate Secretary	Minot Area Chamber EDC

ADDITIONAL VOTING MEMBERS	
Kevin Black	Creedence Energy Services
Beth Feldner	Xcel Energy
Peter Hankla	McGee, Hankla & Backes, P.C.
Jonn Knecht	Bravera Bank
John Kutch	Trinity Health
Brent Lohnes	Hess Corporation
Jason Olson	Ward County Commission
Dr. Steven Shirley	Minot State University
Jason Zimmerman	Minot Area Community Foundation

MINOT AREA CHAMBER EDC TEAM MEMBERS

Brekka Kramer, President | CEO
Carla Dolan, Vice President
Mark Lyman, Economic Development Specialist
Keli Rosselli-Sullivan, Workforce Development Specialist | Military Liaison
Katie Dotson, Communications & Outreach Specialist
Chanda DeCent, Finance Director
Jaime Hauge, Executive Assistant
Kelly Johnson, Administrative Assistant
Marie Sanders, Finance Assistant

MOTOR VEHICLE DEPARTMENT TEAM MEMBERS

Lacey Coleman, Manager
Kylie Bullinger, Clerk
Tammy Hanson, Clerk
Wendy Keldson, Clerk
Kim Reedy, Clerk
Destiny Waddle, Clerk
Tracey Oja Zeretzke, Clerk

ATTACHMENT C | MACEDC 2025 LOGISTICS PARK OF NORTH DAKOTA (LPND) COMMITTEE

COMMITTEE MEMBERS	ORGANIZATION
Ryan Ackerman, Chair	Ackerman-Estvold
Missy Feist-Erickson	Peoples State Bank of Velva
Jonn Knecht	Bravera Bank
Jarid Lundeen	Jett Management
Jason Zimmerman	Minot Area Community Foundation

MINOT AREA CHAMBER EDC

Brekka Kramer, President | CEO
Mark Lyman, Economic Development Specialist

ATTACHMENT D | MACEDC 2025 WORKFORCE COMMITTEE

COMMITTEE MEMBERS	ORGANIZATION
Dr. Steven Shirley, Chair	Minot State University
Scott Burlingame, Independence Inc.	Nonprofit
Susan Ogurek	Job Service North Dakota
Josh Blackaby, SandPro	Energy, ND Workforce Dev. Council
Pam Hopkins, Trinity Health	Healthcare
Travis Mowbray, Mowbray & Son, Inc.	Labor
Tom Rafferty, Verendrye Electric Cooperative	Utilities
Representative Paul Thomas	Agriculture, State Legislator

MINOT AREA CHAMBER EDC

Brekka Kramer, President | CEO
Keli Rosselli-Sullivan, Workforce Development Specialist | Military Liaison

ATTACHMENT E | MACEDC 2025 TASK FORCE 21 (TF21) COMMITTEE

TASK FORCE 21 MEMBERS

Peter Hankla, TF21 Chair
Jason Zimmerman, TF21 Vice-Chair
Ryan Ackerman
Randy Burckhard
Bruce I. Christianson
Cassidy Hjelmstad
Acting Mayor Mark J. Jantzer
Jessica Klein
Jonn Knecht
Brekka Kramer

ORGANIZATION

McGee, Hankla, & Backes, P.C.
Minot Area Community Foundation
Minot Area Chamber EDC Board Chair
North Dakota State Senator
Magic City Financial Group, L.P.
SRT Communications
City of Minot
Olson & Burns, P.C.
Bravera Bank
Minot Area Chamber EDC President | CEO

ATTACHMENT F | BUSINESS RETENTION & EXPANSION REPORT

ADDENDUM TO CONTRACTUAL OBLIGATIONS OF MACEDC

From January 1 to June 30, 2025, Minot Area Chamber EDC visited 25 businesses as part of their Business Retention and Expansion efforts. Background information was collected from each business prior to an on-site interview being conducted. A summary of the data gathered is below.

- Nine of the businesses are from the construction sector, six are from energy sector and ten are from various other business sectors.
    - The sites visited in Minot are the headquarters for 14 of the businesses, a division for nine of the businesses and office operations for three.
    - The primary product or service provided by 21 of the businesses is a component and four provide a finished product.
    - Twenty of the businesses serve a regional market, three have a national market and two serve an international market.
    - Their reported market coverage ranged from 4% to 95%, with an average of 27% and a median of 25%.
    - Fourteen of the businesses are current members/investors of MACEDC.
- The businesses employ a total of 1,516 people, which includes 1,310 full-time, non-seasonal positions.
    - The current workforce of the businesses is meeting their expectations in terms of quality, stability and availability. (Figure 1)
    - Over the last three years, ten of the businesses added positions (50 jobs added total) and four businesses eliminated positions (26 jobs lost total).
- Among the businesses willing to share financial information, annual sales ranged from $2.5M to $162M, with a median of $21M and an average of $8.5M.
    - Capital investments over the past two years ranged from $40K to $15M, with a median of $1.4M and an average of $3.9M.
- Sixteen of the businesses are growing, eight are maturing and one business said it is declining.
    - Company sales are increasing for 13 of the businesses, stable for eight and decreasing for three businesses. (One business did not provide a response.)
- Thirteen of the businesses have plans to expand within five years and eight of those expansions include hiring more employees.
    - The cost of living and labor costs are rated as the biggest barriers to growth in Minot. (Figure 2)
- Five of the businesses said legislative changes over the next two years could adversely affect them and 14 thought some legislative changes could benefit them.
- Suppliers or customers relocating has not been a problem for the businesses, though concern over tariffs has caused a couple to change to U.S. suppliers.

- The biggest challenges facing businesses in Minot are finding enough qualified staff, lack of community growth and economic issues.
    - Sixteen of the businesses reported issues with employee recruitment, which they indicated was industrywide.
    - The biggest needs are for skilled laborers, those in the trades and people with a good work ethic.
    - There is an average of 2.5 unfilled positions per business, with a total of 55 overall. The number of open positions has been stable for 17 of the businesses, increasing for four of the businesses and decreasing for three.
- The biggest advantages to being located in Minot continue to be the people, location and relationships/sense of community.
    - The biggest disadvantages to being in Minot were the location and weather.
    - Minot's business climate received a mean rating of 3.52 on a scale of one to five, with one being low and five being high.
- The highest rated aspects of life in Minot are the airport and fire department. (Figure 3)
    - Childcare services, public transportation and housing are the lowest rated aspect of life in Minot. (Figure 3)

FIGURE 1

Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

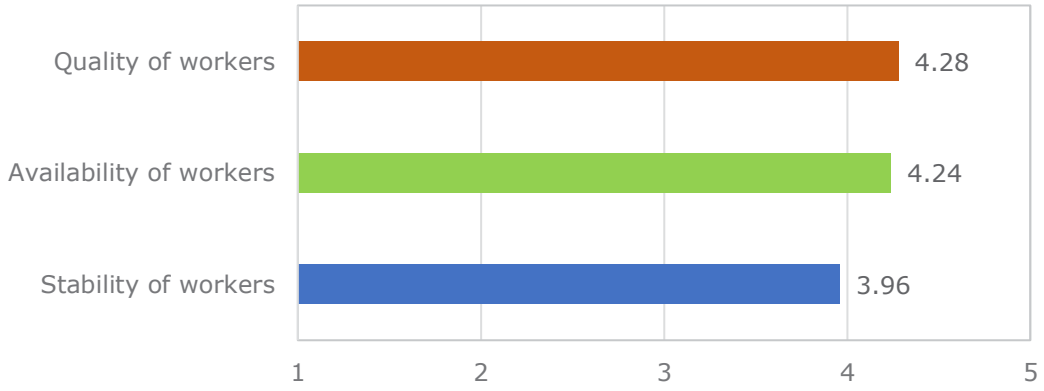


FIGURE 2

Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

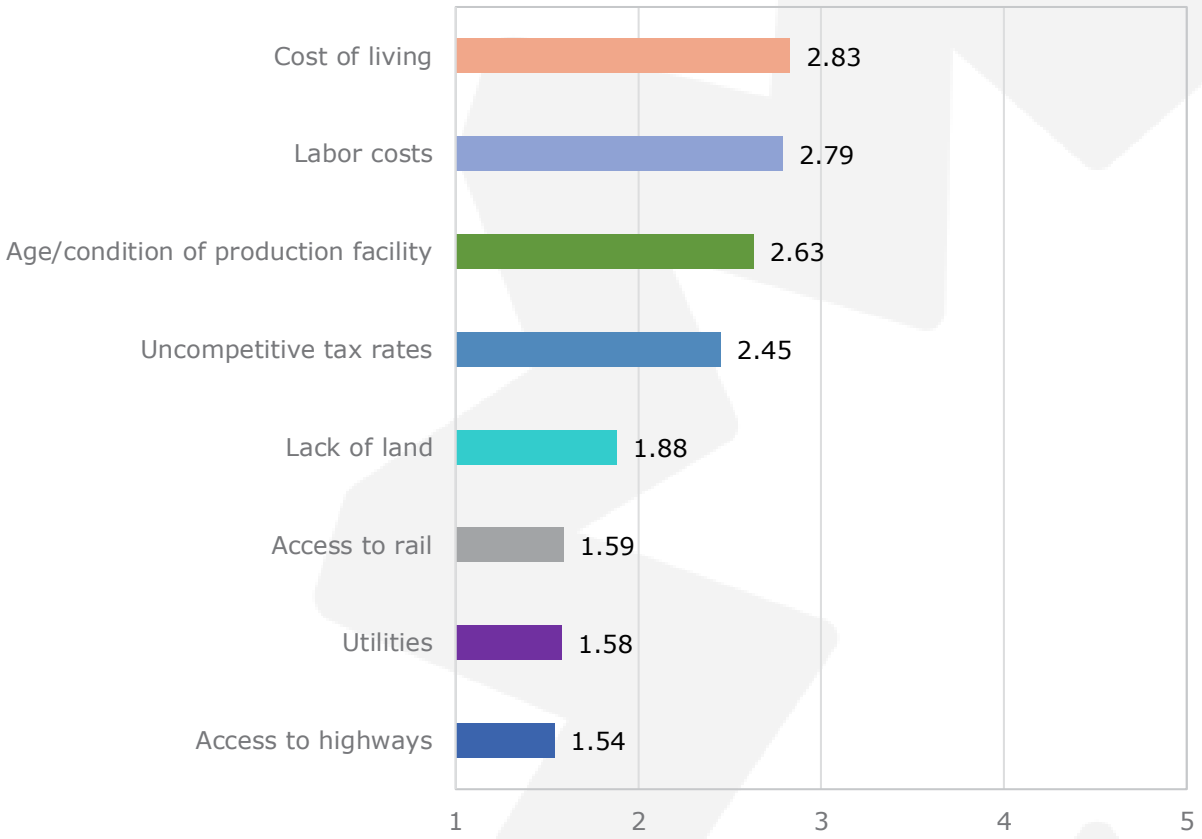
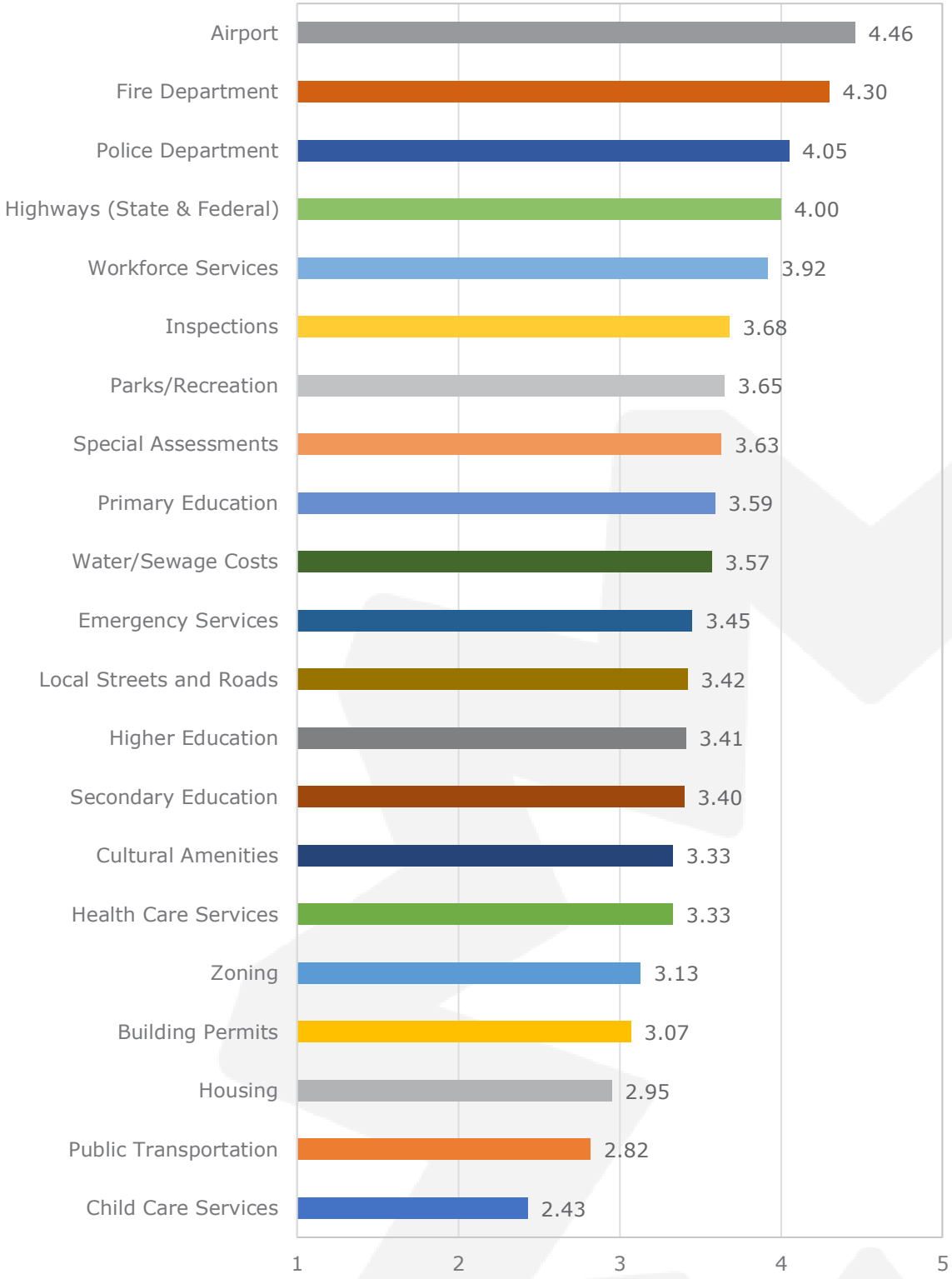


FIGURE 3

Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)



MINOT AREA CHAMBER EDC

2025 CITY OF MINOT

CONTRACT REPORT

BREKKA KRAMER, PRESIDENT | CEO

MARK LYMAN, ECONOMIC DEVELOPMENT SPECIALIST

KELI ROSSELLI-SULLIVAN, WORKFORCE DEVELOPMENT SPECIALIST | MILITARY LIAISON

AUGUST 4, 2025

MINOT AREA CHAMBER EDC

Mission

IT IS THE MISSION OF THE MINOT AREA CHAMBER EDC TO ADVOCATE FOR AND INVEST IN BUSINESS ACTIVITY BY BEING A COLLABORATIVE PARTNER IN THE COMMUNITY, FOCUSED ON IMPROVING QUALITY OF LIFE FOR ALL.

MINOT AREA CHAMBER EDC

Vision

TO BE THE GO-TO ORGANIZATION FOR OUR BUSINESS COMMUNITY TO DRIVE KEY INITIATIVES THAT BUILD AND STRENGTHEN OUR ECONOMY.

2025 Board of Directors

Executive Committee

Chair Ryan Ackerman, Ackerman-Estvold

Chair-Elect Jarid Lundeen, Jett Management

Treasurer Missy Feist-Erickson, Peoples State Bank of Velva

Past Chair Cassidy Hjelmstad, SRT

Board Members

Kevin Black, Creedence Energy Services

Beth Feldner, Xcel Energy

Peter Hankla, McGee, Hankla & Backes PC

Acting Mayor Mark Jantzer, City of Minot

Jonn Knecht, Bravera Bank

John Kutch, Trinity Health

Brent Lohnes, Hess Corporation

Jason Olson, Ward County Commission

Dr. Steven Shirley, Minot State University

Jason Zimmerman, Minot Area Community Foundation

Our Team

Minot Area Chamber EDC

Brekka Kramer, President | CEO

Carla Dolan, Vice President

Mark Lyman, Economic Development Specialist

Keli Rosselli-Sullivan, Workforce Development | Military Liaison

Chanda DeCent, Finance Director

Katie Dotson, Communications & Outreach Specialist

Jaime Hauge, Executive Assistant

Marie Sanders, Finance Assistant

Kelly Ryan-Johnson, Administrative Assistant

Motor Vehicle Department

Lacey Coleman, Manager

Kylie Bullinger, Clerk

Tammy Hanson, Clerk

Wendy Keldson, Clerk

Kim Reedy, Clerk

Destiny Waddle, Clerk

Tracey Oja Zeretzke, Clerk

Strategic Plan

Five-year strategic plan, January 1, 2023 – December 31, 2027

Five Key Pillars

Economic Development

- **Macro-economic efforts**
  - Logistics/Shipping
  - Natural gas solutions
- **Multi-year growth at Minot Intermodal Facility**
  - Passed third-year Business Incentive Agreement audit
  - Nearly five years of operational success
- **Primary sector opportunities at Logistics Park of North Dakota and in Berthold**
- **Primary sector growth, United Pulse Trading, dba AGT Foods – Extrusion Center**
- **Start Up Minot entrepreneur education and support**
- **Business Retention and Expansion interviews and data**
- **Regional growth and partnerships**
  - ND Department of Agriculture, Regional Livestock Planning Grant
  - Central Dakota Metropolitan Planning Organization Transit Development Plan
  - Northcentral Pilot Food Warehouse study and Bush Foundation grant

Workforce Development

- **Minot WayFinders Talent Portal**
  - Completed marketing and promotion of Minot area under state grant
  - MagicInMinot.com
- **Strategic partnerships**
  - MACEDC Workforce Committee
  - City of Minot Childcare Committee
  - State of North Dakota Find the Good Life, community champions
- **Higher Education support**
  - Minot State University, engineering, simulation center in downtown
  - Dakota College at Bottineau, surgical tech, paramedic, medical lab tech
- **Completed digital childcare resource guide**

Military – Task Force 21

- **Home of the Air Force Global Strike Command Barksdale Trophy**
- **Great American Defense Community**
- **Lead strategic and community engagements**
  - 53 in-person and virtual strategic engagements
  - Right Start presentations to approximately 300 new airmen
  - Raised more than $110,000 through Prairie Warrior Auction, half goes to Home for the Holidays program
  - Hosted numerous military appreciation events
  - Western ND Honor Flight out of Minot International Airport
  - Sentinel preparation
- **Hosted Sentinel briefing in Bismarck for state leaders and legislators**
- **ND State Legislature funded Base Enhancement Grant of $600,000 for biennium**
- **Partnering with City of Minot for Office of Local Defense Community Cooperation**
  - OLDCC Installation Readiness Program
- **FY 2024 total economic impact of Minot Air Force Base was $651.6 million**

MINOT AREA CHAMBER EDC

Q&A

THANK YOU FOR HELPING TO DRIVE KEY INITIATIVES THAT BUILD AND STRENGTHEN OUR ECONOMY THROUGH ECONOMIC DEVELOPMENT, WORKFORCE DEVELOPMENT AND SUPPORT OF MILITARY.

REPORT FROM THE ECONOMIC DEVELOPMENT PLAN REVIEW COMMITTEE

I. COMMITTEE BACKGROUND

The Minot City Council approved a motion by a 6-1 vote at its October 7, 2024, regular meeting to create an Economic Development Plan Review Committee. The committee was to be comprised of 2 council members and 5 community members to be appointed by the mayor. Alderman Mike Blessum was selected to chair the committee and was joined by Alderman Paul Pitner as the council representatives. Community members appointed to the committee included Jordan Nelson, Tyler Neether, Justin Hammer, Melinda Howe, and Beth Feldner.

The committee commenced its work on November 8, 2024, and has met twice monthly since. Meetings have generally included presentations from various community and regional partners including ND Commerce, MACEDC, Souris Basin Planning Council, and City of Minot staff. Question and answer sessions were held with each of the presentations. Committee discussions were interspersed withing the working sessions. Throughout the process the committee worked with the City Clerk acting as secretary to record bullet points of the thoughts of the committee.

II. WHAT IS ECONOMIC DEVELOPMENT SUCCESS?

The committee held a discussion to work through ways to determine whether the city's economic development initiatives were successful. The committee developed the following bullet points that they felt represented success for the people of Minot.

- Fill Gaps – Funding where other organizations are not, or it is not part of their scope.
- Retail/Restaurant Economic Development and Data Collection
- Expand tax base.
- Increasing discretionary income/spending.
- Strengthening our position as a regional draw.
- Foster a common sense, business-friendly environment that will work to increase entrepreneurship, new business formation, existing business growth and competition which benefits the consumer.
- Work with all stakeholders to ensure that Minot can attract a workforce with a broad skill set, both through new residents and enabling existing residents.
- Diversify Industry Sectors

Economic development activities should generally trace back to these success factors as a measurement for priority and success.

III. PRIMARY RECOMMENDATIONS

Through its discussions, the committee prioritized the following recommendations for the city council's consideration. These items represent immediate actions the council could take to enhance the effectiveness of the city's economic development activities.

- State Program Matching Funds – Prioritize the funding of the PACE and Flex PACE Programs at levels adequate for their operations.
- Continue the Renaissance Zone Program - Encourage the Renaissance Zoning Board to move districts from areas who have not utilized the program, to blighted areas or entrances to our community that need improvements.
- Continue the Builders Property Tax Exemption and Homeowners Property Tax Exemption Programs
- Consider additional residential developer incentives such as:
    - Special Assessments (fund infrastructure improvements)
    - Developer Tax Credits
    - Developer Rebates
- Façade Improvement Program Recommendations
    - Take a larger look at the areas laid out in the 2040 Comprehensive Plan. Task the Renaissance Zone Committee to make these recommendations.
    - Change the structure of the program by changing the City/Applicant Percentage and/or reducing the amount offered per application.
    - Include a sunset date to the program.
- Partnership with MACEDC and City of Minot
    - MACEDC provides more detail on how City of Minot funds are spent yearly.
    - Consider the continued investment in data collection and presentation of data package directory.
- Consider establishing a Land Development Partnership Committee

IV. OTHER COMMITTEE NOTES

The committee members also had the following observations and notes during their deliberations. Although these items did not receive an approval vote for the primary recommendations, the committee forwarded all of its notes for information for the council.

TIF Program Recommendations
- Prioritize blighted properties first, then consider new development.
- If consideration is given to new development, the applicant must provide a benefit to the city.

Direction to City Council on Retail Recruitment Services
- Recommend City Council dissolve Chapter 2, Article V, Division 2 Community Development Advisory Board.

Ideas for further review
- Child Care/Workforce Shortage
    - Other Communities are utilizing the ND Department of Commerce RWIP program for larger childcare facilities (pending funding in the next biennium) and providing local grants.

- Consolidate the Renaissance Zone Review Board and Magic Fund Screening Committee or combination to continue the Economic Development discussion and handle any incoming inquiries.