



Regular City Council Meeting

Monday, August 18, 2025, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
 - 3.1. SWEARING IN OF NEWLY ELECTED MAYOR & SIGNING OF OATH OF OFFICE
 - 3.2. ELECTION OF CITY COUNCIL PRESIDENT
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT

BROWN & BROWN PRESENTATION

RECOMMENDED ACTION

1. It is recommended City Council approve the 2026 employee health plan renewal with Blue Cross Blue Shield of North Dakota (BCBSND) on the following commercial terms: Plan design Option 1 (\$250 deductible / 80% coinsurance / \$7,000 MOOP), NetResults formulary, \$175,000 specific stop-loss, and fixed administrative pricing at \$72 PEPM (replacing "% of claims");
2. Approve the 2026 ancillary dental and vision renewals; and
3. Authorize the Acting City Manager to execute the renewal once pre-implementation items are completed (final administrative terms; delivery of specified data files; standard certifications).

5. CONSENT ITEMS
 - 5.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the August 4,

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 6105 - 2025 BA - Dispatch Other Professional Services**
- 2. Ordinance No 6106 - 2025 BA - FD Medical Professional Services**
- 3. Ordinance No 6107 - 2025 BA - Nuisance Abatement**

5.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Minot North Volleyball to conduct a raffle on August 4, 2025, at Corbett Field (1124 E Burdick Exwy).**
- 2. Taube Museum of Art to conduct a raffle on August 9, 2025, at Taube Museum of Art (2nd N Main Street).**
- 3. Nedrose Cardinals Booster Club to conduct a sports pool and a raffle on August 29, 2025, through February 17, 2026, at Nedrose High School (5705 15th Ave SE).**
- 4. Minot State University to conduct raffles from September 13, 2025, through February 21, 2026, at MSU Dome and Herb Parker Stadium (500 University Ave W).**
- 5. Minot State University to conduct raffles from September 27, 2025, through February 28, 2026, at Maysa Arena (2501 W Burdick Exwy).**
- 6. Magic City Discovery Center to conduct a raffle on August 12, 2025, at Magic City Discovery Center (1545 1st St NW).**
- 7. Dance Team Booster of Minot to conduct a calendar raffle from November 17, 2025, through December 15, 2025, at Tabitha Deaton Residence (1502 4th St SW).**
- 8. Minot Social Club for Exceptional Persons, 2nd Story, to conduct a raffle on September 5, 2025, at The Spot (6 2nd St NE).**
- 9. MCDC Booster Club to conduct a calendar raffle in November 2025 and February 2026 at Magic City Dance Club (1300 4th Ave NW).**
- 10. Minot High School Girls Volleyball Boosters to conduct a sports pool from September 4, 2025, through December 25, 2025, at Minot High School (1100 11th Ave SW).**
- 11. Two Special Event Permits for the Ranger Lounge (1218 S Broadway).**

12. Three Special Event Permits for Bones BBQ (437 N Broadway).
13. One Special Event Permit for Sports on Tap (220 S Broadway).
14. Seven Special Event Permits for the Blue Rider (118 1st Ave SE).
15. Special Event Permit for the 19th Hole (2400 14th Ave SW).
16. Special Event Permit for The Starving Rooster (30 1st St NE).

5.4. MAYORAL APPOINTMENTS

RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointments:

- **Alderman Paul Pitner to the Pension Board, with a term to expire in June 2026.**
- **Kasper Ziegler to replace Logan Longtin as the representative for the Minot Association of Builders on the Planning Commission, with a term to expire in December 2026.**

5.5. ALCOHOLIC BEVERAGE LICENSE - HAMPTON BY HILTON MINOT AIRPORT

RECOMMENDED ACTION

It is recommended City Council approve the Retail Beer and Wine license for the Hampton by Hilton Minot Airport at 1400 N Broadway for the period of August 18, 2025, through December 31, 2025.

5.6. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION

It is recommended City Council approve the July 2025 general accounts receivable write-offs.

5.7. ORDINANCE UPDATE FOR PUBLIC WORKS OPERATIONS & UTILITIES

RECOMMENDED ACTION

It is recommended City Council approve the ordinance amendments as written and authorize the Mayor and Staff to sign applicable documentation.

5.8. SUBRECIPIENT AGREEMENT: MINOT COMMISSSION ON AGING MEALS ON WHEELS

RECOMMENDED ACTION

It is recommended City Council approve the contract and authorize the Mayor to sign the agreement.

5.9. SUBRECIPIENT AGREEMENT: MINOT COMMISSION ON AGING HEALTH MAINTENANCE CLINIC

RECOMMENDED ACTION

It is recommended City Council approve the agreement and authorize the Mayor to sign it.

5.10. CASE #2025-41 - CORNERSTONE BANK ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

5.11. 2025 STRUCTURE DEMOLITION AND SITE RESTORATION #3755.23 AWARD

RECOMMENDED ACTION

It is recommended City Council approve the contract and authorize the Mayor to sign the agreement with Dig It up Backhoe Services, Inc.

5.12. 2025 NDDOT FLEX FUND SUBMITTAL APPROVAL (4960)

RECOMMENDED ACTION

It is recommended City Council authorize city staff to apply to the NDDOT's Flexible Transportation Fund Program (Flex Fund) for the following projects and related applications in order of priority:

- 1. 3rd St NE Bridge - Engineering**
- 2. 16th St SW Interchange Rehabilitation (4753) - Local Funding**
- 3. 2026 Lewis & Clark and Bel Air Safe Routes to School (4823) - Local Funding**
- 4. 2027 Edison Safe Routes to School (4891) - Local Funding**

5.13. CASE #2025-42 - MANTZ ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

5.14. 2025 WATERMAIN REPLACEMENT - NW ALLEYS - FINAL PAYMENT

RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2025 Watermain Replacement - NW Alleys Project to Post Construction, Inc. in the amount of \$20,552.93.

5.15. NDPERS RETIREMENT PLAN: MOVE TO PUBLIC SAFETY PLAN ON OCTOBER 1, 2025

RECOMMENDED ACTION

1. It is recommended City Council move to amend notification to NDPERS that the City of Minot is expanding the Public Safety Defined Benefit Retirement Plan per HB 1419 and will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective October 1, 2025; and
2. Authorize the Mayor to sign the NDPERS Public Safety Retirement Employer Participation Agreement.

5.16. RATIFY PERMISSION TO APPLY FOR INSPIRITUS GRANT FOR POLICE DEPARTMENT

RECOMMENDED ACTION

It is recommended City Council ratify the Police Department's application for the grant and the signature of the Mayor on the endorsement letter.

5.17. EQUIPMENT DISPOSAL AND AUCTION APPROVAL

RECOMMENDED ACTION

It is recommended City Council approve the disposal of the identified excess equipment to allow staff to begin the online surplus auction actions.

5.18. CITY OF MINOT AND MINOT STATE UNIVERSITY STUDENT APPRENTICESHIP CONTRACT

RECOMMENDED ACTION

It is recommended City Council approve the City of Minot and Minot State University Student Apprenticeship contracts and approve the Chief of Police or his designee to sign the agreements with each student.

5.19. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MINOT AND MINOT PUBLIC SCHOOL DISTRICT # 1

RECOMMENDED ACTION

It is recommended City Council approve the Memorandum of Understanding between the City of Minot and Minot Public School District #1 and authorize the Mayor to sign the agreement.

5.20. DONATION FUNDS FROM AMERICAN LEGION POST #91

RECOMMENDED ACTION

- 1. It is recommended City Council accept the donation from the American Legion Post #91 through the gaming site of Devils Fire, Surrey ND; and**
- 2. Approve the budget amendment on first reading to increase 46101- Department materials and supplies by \$250 for the purchase of drinking water.**

6. ACTION ITEMS

6.1. APPROVAL OF AMENDMENT 12 TO CDM SMITH MASTER SERVICE AGREEMENT FOR MI-8 PROPERTY ACQUISITIONS

RECOMMENDED ACTION

It is recommended City Council approve the contract amendment with CDM Smith, Inc. for future floodway acquisitions and authorize the Mayor to sign the amendment on behalf of the City.

6.2. AIRPORT TERMINAL LEASE WITH MINOT AREA CHAMBER EDC

RECOMMENDED ACTION

- 1. It is recommended City Council approve the lease contract between MACEDC and the City of Minot located at the Minot International Airport;**
- 2. Allow Airport staff the authority to approve the in-kind marketing; and**
- 3. Authorize the Mayor to sign the contract and the Airport Director to sign associated in-kind marketing contracts.**

6.3. CITY COUNCIL MEMBER VACANCY

RECOMMENDED ACTION

It is recommended City Council determine how it intends to move forward with filling the vacant alderman position - either by appointment (at least 15 days after August 18, 2025), or by calling a special election.

7. PERSONAL APPEARANCES

8. MISCELLANEOUS AND DISCUSSION ITEMS

8.1. COUNCIL PRESIDENT'S LETTER OF RECOMMENDATION ON 2026 BUDGET

9. LIAISON REPORTS

10. ADJOURNMENT



TO: Mayor Mark Jantzer
Members of the City Council

FROM: Tom Joyce, Interim City Manager

DATE: August 18, 2025

Interim City Manager:

The interim city manager attended the Great Open Spaces (ND, SD, MT, WY) City/County Management Association annual workshop in Kalispell MT. Issues focused on current events and challenges (especially declining budgets/reduced resources), the recruitment landscape, risk control, media relations, negotiation (land use), long-term decision-making, and continued leadership/professional development. These topics/issues will be discussed with Staff at upcoming department head and department-specific meetings and other workforce development/learning opportunities. City Staff preparing for Flood Control Tabletop Exercise (TTX) on 26/27 Aug. Met with local business entity to review issues and discuss operational concerns. Received and discussed Final Report, prepared by Harold Stewart, our outgoing City Manager. Received an outstanding out brief from our Minot International Airport summer intern, Noah Van Lann (rising senior at Eastern Michigan University); Noah provided great feedback from the recent airport triennial exercise. Attended other meetings with MACEDC, Visit Minot, and various projects. Implemented bi-weekly one-one-ones with direct reports.

**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION: Due to several upcoming retirements, the Public Works Operations Department has initiated a comprehensive review of all operations to identify capability gaps and develop strategies for team development while maintaining fiscal responsibility. The department determined that a key step would be adjusting the Cemetery Superintendent position to align with industry standards. After careful evaluation, it was decided to reclassify the role as a Cemetery Manager due to restructuring (e.g., changing the Administrative Specialist position to Lead Operator) and the associated responsibilities. This adjustment is expected to reduce departmental salaries by nearly \$31,000.

Additionally, the Public Works Operations Administrative Specialist Senior role was reviewed to enhance long-term operational efficiency. With assistance from Human Resources, the position was redefined to include data analysis functions, addressing another capability gap within the team. The new title and description will be Administrative Business Analyst I (and II for those with Leaner Six Sigma and continuous process improvement training and skills). This change allows the current salary for the Administrative Specialist Senior to remain unchanged while offering a career ladder structure to support employee growth within the organization.

ROSEHILL CEMETERY:

Cemetery staff is continuing to maintain the grounds and setting markers for summertime operations. Three of four seasonal positions have been filled which will afford the Cemetery the ability to better maintain the roughly 70 acres of green space. Currently, 96.37% of burial plots are occupied, leaving 1,023 available. Plans to develop additional sections will add 15,283 plots. The columbarium is at 91.67% capacity with 10 niches left. An expansion bid has been awarded to provide more niches by 2025, meeting needs for the next 4-6 years. The procurement of 4 sections, 192 niches are projected for install mid to late fall. The concrete foundations for the new sections were poured in July. Completion of a new road around section 39 by the Street Department will allow us to continue to prepare the section to be opened later this year. In July, the Cemetery earned \$36,080 from 6 plot sales, 2 niche sales. This includes \$4,530 in stone setting fees, with 15 traditional burials and 18 cremation burials.

For the mid-year recap, we promoted an employee to Lead Operator and filled a Light Equipment Operator (LEO) position. The columbarium project has progressed significantly, with bid selection and pouring the foundation for four new columbaria sections. We repaired a damaged cemetery gatepost and upgraded lighting in the office and shop to efficient LEDs with grant assistance. From January to July, we conducted 72 traditional, 53 cremation, and 16 columbarium internments.

PROPERTY MAINTENANCE DEPARTMENT:

In July, the Property Maintenance department successfully completed 144 work orders, which included 23 preventative maintenance (PM) tasks and 121 non-preventative maintenance (Non-PM) tasks. The PM tasks primarily involved critical activities such as checking filters, cleaning equipment, and responding to HVAC service requests.

Additionally, the strategic placement of new security cameras at City-owned parking structures has one ramp completed. Cameras should be completed within the coming weeks at the second structure.

The security deficiencies identified in the Department of Homeland Security's assessment reports that require funding, have substantial costs to them. Those numbers are being prepared for grant submittal. The contractor has the LED lighting upgrade at Public Works and is about 60% complete.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

The Street Department is actively working several functions and areas across the City.

- The sweeping crew is currently in all 4 quadrants. The past heavy rain events around the North Dakota State Fair time washed gravel and other debris into roadways.
- Patch Crews are patching Water and Sewer repairs (gravel patches) and are also patching in NE Minot. There has been out daily as rain events lead to increases in potholes notifications.
- The Grass Crew is continuing to mow City-owned lots and green spaces. The heavy rain events around the North Dakota State Fair time set crews back, but the team is catching

up. Seasonal employees are heading back to school/college soon and will no longer be able to support the grass crew in the coming weeks creating a shortfall in employee support. The team will still be able to provide this service to City owned property, but the service may be delayed.

- The Storm Sewer crew has a contractor repairing old brick catch basins and a few other sinkholes. CCTV has been performed in NW Minot inspecting the condition of Storm Sewer Pipe in the area.

The mosquito spray event scheduled for August 4-8th was completed on August 6. Due to the amount of rain in the recent past, mosquito activity has increased dramatically. Pre-spray counts were in the several hundred per day. There was a 50% reduction in mosquito counts due to heavy rainfall.

Citywide Cleanup is scheduled for September 8-12 with preparations of equipment and resource planning underway.

TRANSIT DEPARTMENT:

In July, Transit provided 3,742 rides, bringing the total to 51,199 this year. This marks a 23% increase from June 2024. Ridership has been consistently showing a 23% to 26% increase each month over the same time period last year.

As of August 8th, we have received 259 applications for paratransit services. So far, 180 individuals have been determined as eligible, 21 as ineligible, and 29 applications are still awaiting responses from their healthcare providers. Of the applications reviewed to date, 8 forms were incomplete, and the team is currently waiting on return calls for more information from 19 applicants. The remaining 2 applications are in the process of being reviewed.

The TripSpark ITS project is coming to a completion with the only outstanding item being the new Magic City BusBuddy app for Apple devices. All other tasks are completed including the availability of Magic City BusBuddy mobile app on the google playstore.

The Section 5307 federal grant that will provide funding from July 1, 2025 through December 31, 2026 has been accepted and executed through the Federal Transit Administration. This marks the end of a two-year project transitioning our transit department from a rural sub-recipient entity to an urban direct-recipient entity.

FLEET DEPARTMENT (SHOP):

In July, the maintenance team effectively addressed 199 work orders, with 53% designated for unscheduled repairs, highlighting the ongoing need to maintain an aging fleet. Impressively, 60% of these work orders were completed within 24 hours, and 69% within 72 hours, showcasing the team's remarkable efficiency.

Looking ahead, significant efforts will focus on finalizing a comprehensive fleet management plan. Next steps will include establishing our Fleet Management Review Group (FMRC) ensuring equal representation in decisions regarding vehicle replacements and equipment acquisitions. Additionally, enhancements to the asset management software will improve data accuracy. Moreover, tracking factors and predictive algorithms will continue to be refined to evaluate fleet status more effectively. The next steps involve finalizing these frameworks with the aim of city adoption by 2026, ensuring that our strategies for equipment replacement are proactive and aligned with the city's operational needs.

Furthermore, the 6S (Process Improvement Initiatives) is still under review. The team seeks to establish a more optimized workplace environment. Summer activities include seasonal inspections and repairs on winter-use equipment, as well as supporting summer operations.

Members of our team attended the First Annual North Dakota Governmental Fleet Management Round Table hosted by City of Bismarck fleet team. Representatives from the 13 largest ND cities were in attendance. Topics discussed included Fleet Management including Planning, Software and Fuel Management, Procurement, Preventative Maintenance and Technician Training. Presentations from Fleet and Procurement Managers for the City of Bismarck, the City of Minot, and City of Fargo were provided with significant discussion leading to the identification of potential best practices being shared among City personnel.

**City Assessor
Ryan Kamrowski**

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

	June			Year to Date 2025		
	Sales	Median	Average	Sales	Median	Average
Residential	85	\$ 259,000	\$ 283,795	462	\$ 252,750	\$ 279,522
Residential Vacant Land	5	\$ 10,300	\$ 31,942	29	\$ 19,750	\$ 37,231
Commercial	7	\$ 460,000	\$ 1,382,714	31	\$ 460,000	\$ 1,079,977
Commercial Vacant Land	0	\$ 0	\$ 0	5	\$ 55,000	\$ 587,620

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

July 2025 Permit Information (July 2024):

- Total Permits Issued: 251 (246)
- Single-Family Homes: 3 (7)
- Multi-Family Permits (Units): 0 (4)
- New Residential Permits: \$614,884 (\$1,410,006)
- Residential Remodels: \$779,127 (\$240,494)
- New Commercial: \$3,035,014 (\$54,300)
- Commercial Remodels: \$1,599,170 (\$188,700)
- Valuations of all Permits: \$6,028,195 (\$1,893,500)

Notable Building Permits:

- Case Oil – New Gas Station – 1255 21st Ave. SE – \$2,100,000
- Army National Guard Reserve Center – New Roofing and Insulation – 3420 2nd St. NE – \$1,161,000
- DK Properties – 31,000 S.F. Maintenance Building – 1820 Hwy 2. E – \$800,000

Personnel Update:

None.

PLANNING DIVISION:

Planning Commission:

The Planning Commission held a meeting in July. All applications were approved.

Development Review Team Meetings:

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

- Ridgedale Shop Condos –
- Cenex Gas Station Expansion – 20th Ave. SE
- Livingston Valley Plat

Outdoor Dining Permits:

None.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director attended a Economic Development Plan Review Committee meeting.

- Director attended a Monthly economic developer's meeting with the Chamber EDC.
- Staff held a developer training session in July. The topic was financing.
- Staff attended three meetings on an upcoming Compatibility Study on land uses surrounding the Minot Air Force Base.
- Director and staff attended Problem Properties Unit meeting. Discussed a plan of action on multiple abatements.
- Director attended the quarterly Liaison meeting.
- Director attended a prep meeting for the 2025 Community Survey.

ECONOMIC DEVELOPMENT DIVISION:

Renaissance Zone Program:

The Renaissance Zone Review Board did not hold a meeting and we did not receive any new applications in the month of July. Staff mailed a letter to all property owners in four blocks designated for closure and gave them until the end of the year to apply.

Façade Improvement Program:

The Renaissance Zone Review Board did not have a meeting and we did not receive any new applications in the month of July. There are at least five property owners working with an architect right now. The program has a fund balance of \$420,000, which should barely cover the cost of those projects. More money will need to be allocated in the 2026 budget to sustain the program.

**NDR Program Manager
Chris Plank**

Engle Court LMI Housing Project

The City is a pass-through entity to assist the Minot Housing Authority (MHA) in the purchase of land to construct two (2), thirty-six (36) unit apartment complexes for Low to Moderate Income individuals. The required Public Hearings have been completed, and a Release of Funds (ROF) is being submitted to the State Division of Community Services.

MI 4 Acquisitions

All properties being acquired for this phase of flood protection have signed Offers to Purchase. All tenants of the apartment and duplex have been relocated. Staff are coordinating closing date with residents and the Title Team.

MI 8 Acquisitions

Negotiation on the commercial property continues. The property located on El Rio Drive is scheduled to close in the middle of September.

CDM Smith has hired a Management Specialist in the Minot office, to assist with the facilitation of the acquisition process. In addition to this extra CDM Smith employee, ICF will also have an individual on site to provide additional assistance.

Entitlement

Fiscal Year 25 Annual Action Plan has been approved. Staff will work on identifying eligible activities to present to Council.

NDR Administrator attended the following meetings:

- Meeting with Minot Area Men's Winter Refuge
- Contract review with Minot Commission on Aging
- Council Special Session
- Meeting with resident regarding property acquisition
- Department Head meetings
- NDR/CDBG bi-weekly meeting
- Entitlement bi-weekly meeting
- Pre-bid and bid opening meetings for Site Auction/Demolition project
- National Community Development Association quarterly call
- Ribbon cutting for Broadway Circle

Public Works Utilities Director, Jason Sorenson

PUBLIC WORKS ADMIN:

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

- MI-6 and MI-7 have run into some delays with the recent wet weather, but continue to progress well.
- MI-8/9 is progressing toward 90% design and continues to analyze final alternatives.
- MI-4 is close to submitting the 65% design to USACE for their review
- NAWS Biota is still delayed due to faulty filter underdrains. The contractor has been told to completely remove and replace. Their latest schedule shows this work completed in July of 2026.

Water Treatment Department:

 Monthly Water Report	
JULY 2025	
Water	
Raw Water Influent (gal)	285,527,000
Recycle Water (gal)	11,428,000
Facility Water (gal)	11,574,000
Total Water Treated (gal)	308,529,000
Distributed from City (gal)	117,585,000
Distributed from NAWS (gal)	165,432,000
Pumped Total (gal)	283,017,000
Chemical	
Ammonium Sulfate (lbs)	9,151
Carbon Dioxide (lbs)	98,479
Chlorine (lbs)	36,799
Coagulant (gal)	11,532
Fluoride (gal)	6,367
Lime (lbs)	1,228,172
Phosphate (lbs)	7,969
Waste Sludge to Landfill	
Truck Loads	268
Waste Sludge in lbs	5,853,400
Safe Drinking Water Act	
Bacteria (# Samples)	50
Total Chlorine Avg (MRDL)	2.46 mg/L
Finished Water Turbidity (NTU)	0.158

Water & Sewer Department:

CITY OF MINOT

2025 Water & Sewer Monthly Report/Task vs. Objectives

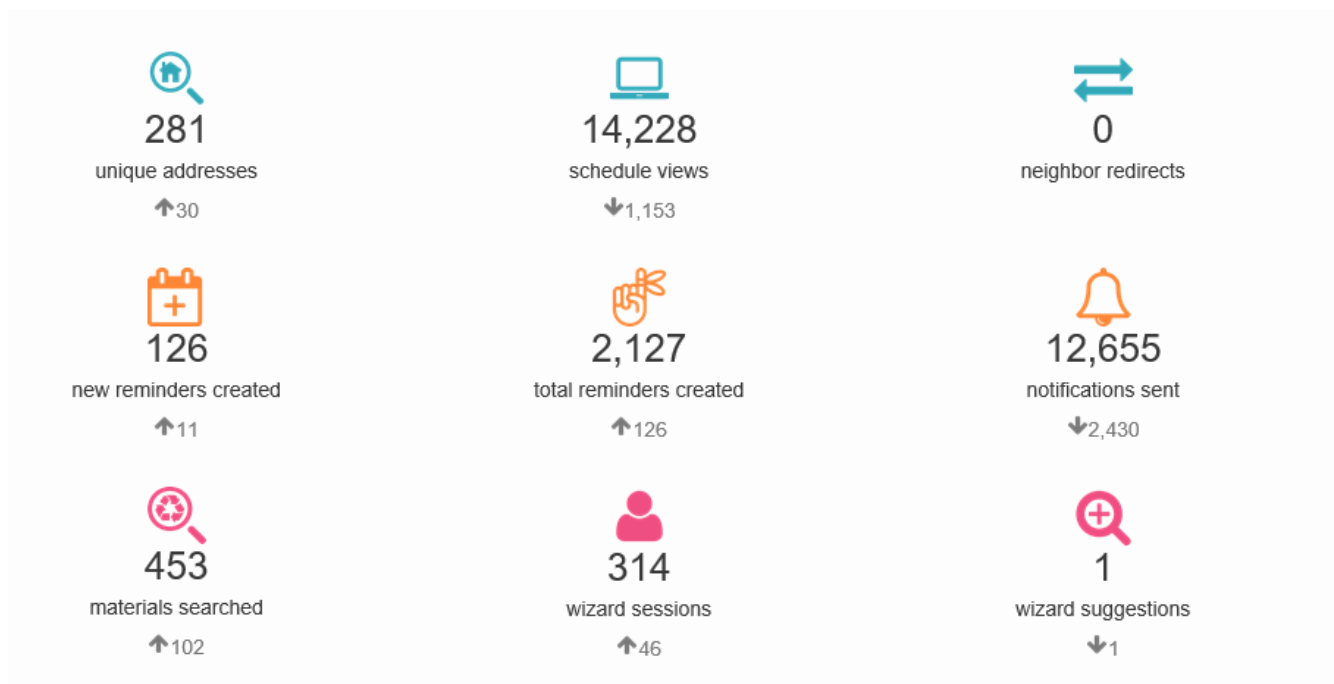
TASK	OBJECTIVE	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	TOTALS
Meetings		25	22	19	32	36	35	38						207
Service Calls	6,750	237	220	271	327	374	297							1,726
Inspections	150	0	0				2	12						14
After hours Calls (Foremen)		5	11	7	6	9	6	9						53
Lab Tests	6,500	100	100	200	700	443	550	615						2,708
Meters														
Install New Meters	100	3	3	4	4	3	4	6						27
Meter Changes	100	22	16	17	18	24	20	7						124
Delinquent Water Accounts		89	22	100	117	69	109	0						506
MXU Installations	100	2	3	2	1	1	2	0						11
Locates: water/sewer/storm	4,000	40	42	167	232	301	280	276						1,338
Hydrants														
Hydrant Inspections	1,150	0	0	28	110	86	101	149						474
Flow Hydrants(for sewer lines)		40	11	51	51	62	0	56						271
Install Hydrants	15	0	0	0	0	1	2	0						3
Hydrant Repair	180	4	0	3	6	12	19	16						60
Hydrant Flow Testing		0	0	0	0	0	1	0						1
Hydrant Meter Set		0	0	0	0	0	0	0						0
Hydrants Painted		0	0	0	0	10	174	89						273
Water														
Curb Stop Maintenance	40	3	1	1	5	9	10	9						38
Curb Box (riser repair)	100	1	2	0	0	3	2	2						10
GV exercising/inspections	2,000	0	0	0	0	0	20	23						43
Gate Valve Maintenance	24	0	0	1	0	0	3	3						7
Gate Valve (riser repair)	50	0	1	1	0	0	0	0						2
Gate Valves ON/OFF		16	12	25	25	23	27	30						158
Repair Water Main Breaks	40	4	3	7	2	3	1	4						24
Service Taps		0	0	0	0	0	0	3						3
Service Leaks		0	0	0	1	1	1	2						5
Hydrastopping	1	0	0	0	0	0	0	0						0
Haul Clay/dirt/gravel/snow	Days	5	0	4	0	3	2	6						20
PRV Maintenance	5	0	0	0	0	0	0	0						0
Install Insta-Valve	1	0	0	0	0	0	0	0						0
Sewer														
Televising (feet)	60,500	6,788	0	317	0	2,257	3,150	670						13,182
Clean Sanitary Sewer (feet)	140,000	10,000	4,009	5,704	3,578	6,000	2,205	4,300						35,796
Check/Flush Manholes	5,000	301	72	651	520	630	410	277						2,861
Inspect Sewer Lift Stations	2,080	168	168	168	168	168	168	168						1,176
Sewer Calls			0											0
Manhole Repair	50	0	0	0	1	1	0	1						3
Repair Sewers (feet)	30		0	0										0
Mowing/Snow Removal Hours	6,000	168	42	42	0	42	0	42						336

Landfill/Sanitation/Recycling:

Sanitation personnel have been extremely busy with collection efforts while the department is in the process of filling a vacancy. July is historically a busy month for collecting tree piles curbside from the residents at no extra charge. There was an increase in the number of trees collected due to the windstorms, with a monthly total of 668 piles.

There was a total of 510 people that took advantage of the free water bill dumping week, which amounted to 116.11 tons of material disposed of.

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



Landfill personnel have completed the final cover project on MSW Cell 4, it has been seeded with erosion control in place. This is the third MSW Cell that landfill personnel have completed in just over five years. Completing these projects in-house versus hiring a contractor and a consultant is a huge accomplishment resulting in the savings of millions of dollars in budget funds.

Several contractors are hauling in large quantities of fill dirt from several City projects, which will be utilized for daily operations and all other suitable uses.

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

Single Stream Recycling – 122.16 Tons

MSW – 8,246.29 Tons

MSW City Collection – 1,065.43 Tons

Inert – 3,181.76 Tons

Lime – 2,926.70 Tons

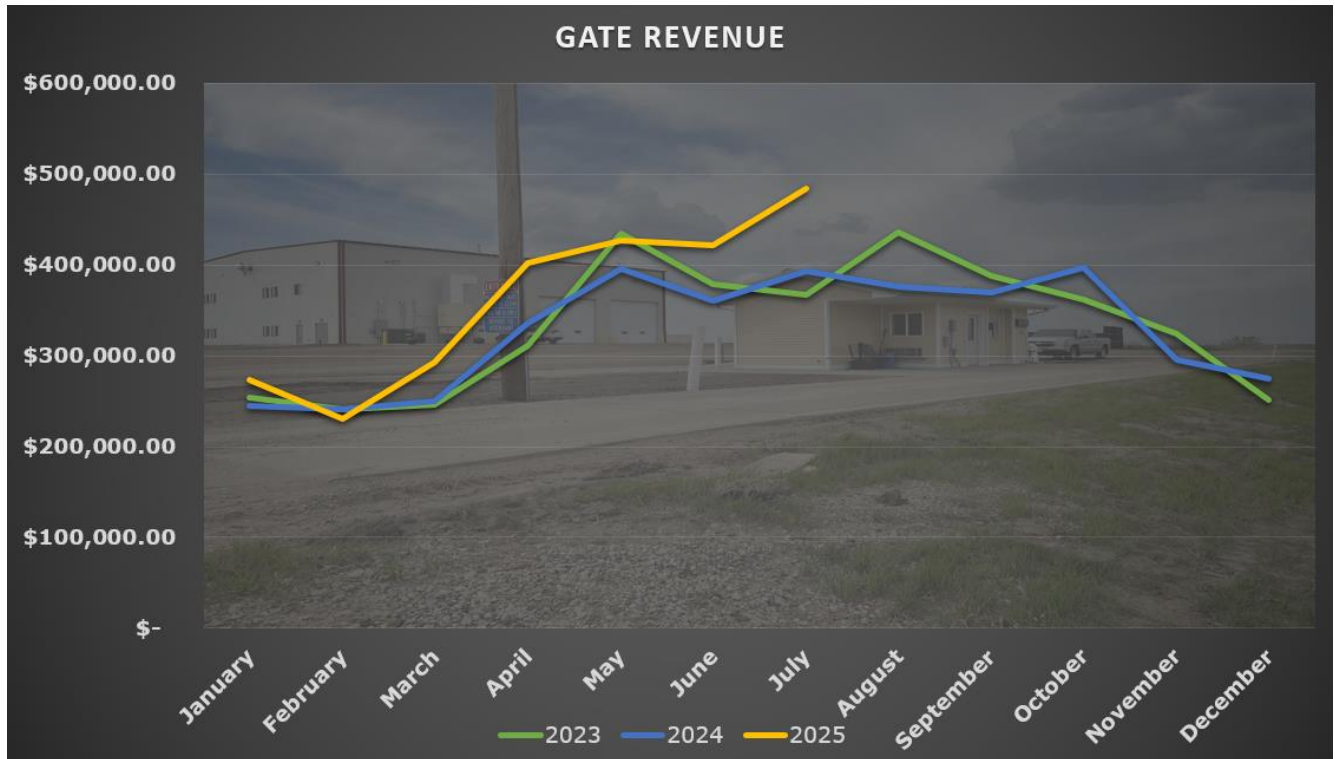
Trees – 531.48 Tons

Trees Given Away for Firewood – 10.19 Tons

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

Total number of landfill tickets generated – 6,991 Tickets

July gate collections were \$484,485.21 compared to \$393,153.87 in 2024.



Year to date gate collections at the landfill is \$2,532,573.07 compared to \$2,220,212.91 from last year at this time. This is a revenue increase of \$312,360.16.

Human Resources Director, Kelly Beck

- **Recruitment:** Our current headcount is at 482. This is up 2 FTE since last year at this time. We have 12 job requirements open/announced. An additional 8 positions are closed and, in the applicant, review process. Two of the hiring needs include a City Manager and Library Director.
- **Organizational Structure Efficacy Update:** The team continues to work with Department Heads to provide meaningful updates to jobs and job families as employees retire or move on from the city. These changes include position updates: Cemetery Superintendent to Supervisor (reduction in grade), and Office Admin to Admin Business Analyst (same grade with career ladder promotional opportunity). HR team is working closely with PD/Chief Frye to meet his organizational intent.
- **Benefits Planning:** Benefit planning continues to go on full swing. Browne & Browne are to present to council on August 18th with 2026 recommendations. There is an anticipated savings of over \$500k in comparison to the original renewal options they submitted to the City.
- **Safety:** Brittany Thurston is working to create a workplace safety and incident analytical database tool to help track improvement and forecast training needs.

- **ADP:** Turnover is charting lower Year-to-Date (YTD) at 11.2% vs 11.3% in previous year. Overtime is trending higher than last month. Changes in staffing may account for this.

MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR July 2024/2025

To: City Manager, Harold Stewart
From: Minot Municipal Court

	<u>JULY 2024</u>	<u>JULY 2025</u>
<u>MUNICIPAL COURT CASES</u>		
Filed	392	417
Disposed	385	343
<u>PARKING TICKETS</u>		
Written	92	85
Paid	100	86
<u>REVENUE</u>		
Fines & Forfeitures Cash	\$ 25,277.38	\$ 23,091.68
Suspended for Jail or CS	\$ 150.00	\$ 0.00
Waived	\$ 3,264.00	\$ 5,000.00
District Court Transfers	\$ 0.00	\$ 0.00
Parking Tickets	\$ 2,080.00	\$ 1,800.00
Copy Fund	\$ 30.00	\$ 10.00
From Posted Bond	\$ 17,651.48	\$ 7,380.62
Accounts Receivable Balance	\$ 723,559.01	\$ 737,882.12**

Rec. Balance Last Month: \$715,716.39 (An Increase of \$ 22,165.73)

<u>COLLECTION AGENCY</u>		
Turned Over for Collection	\$ 2,664.00	\$ 1,924.23
Collected	\$ 0.00	\$ 3,300.00
Uncollectable	\$ 2,866.00	\$ 1,230.00

<u>Admin. Fee to Domestic Violence Fund</u>		
Paid	\$ 1,414.83	\$ 876.53

**Reflects total fees receivables less 80% of total restitution, which is not owed to the City of Minot (80% = \$ 209,171.22)

MACEDC Board Meeting Attendance - 2025

Scheduled Meeting

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

EXECUTIVE COMMITTEE

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

ADDITIONAL VOTING MEMBERS

Kevin Black	X	X	X	M e e t i n g	X	X	X							
Beth Feldner	X	X	A		X	X	X							
Peter Hankla	A	X	X		X	A	X							
Jonn Knecht	X	X	X		X	A	A							
John Kutch	X	A	X		A	A	X							
Brent Lohnes	X	X	A		X	X	A							
Ward County - Commissioner Jason Olson	A	X	A		X	X	X							
City of Minot - Mayor Mark Jantzer	X	X	X		X	X	X							
Dr. Steven Shirley	X	X	X		X	X	A							
Jason Zimmerman	X	X	X		X	X	X							

X = Present A = Not Present

**Minot Area Chamber EDC Board of Directors
Wednesday, July 9, 2025 @ 7:30 a.m. | Minot Area Chamber EDC
REGULAR MEETING AGENDA**

Call to Order

1. Presentation of the 2024 MACEDC Audit – Brady Martz & Associates
2. Board Minutes (All Directors)
 - a. Approve June 11 Regular Board Meeting Minutes
3. Treasurer’s Report
 - a. Approve June Financials
4. Chairperson’s Report
 - a. Minot State University & Dakota College at Bottineau Letters of Support
 - b. Association of Chamber of Commerce Executives Employee Engagement Survey
 - c. Norsk Høstfest Military Appreciation Day Sponsorship Request
 - d. 2025 Q2 Business Retention & Expansion (BR&E) Program Report
 - e. U.S. Chamber Accreditation
5. Strategic Plan Key Pillar Report
 - a. Economic Development
 - b. Community Development
 - c. Workforce Development
 - d. Member Investor
 - e. Military Support
6. President’s Report
 - a. Programming Community Outreach Monthly Activity Report
 - b. Upcoming Events, Meetings, and Presentations
7. Other Business

Adjourn Meeting

Next Meeting: Wednesday, August 13, 7:30 a.m.



PO Box 940 | Minot, ND 58702-0940
Phone (701) 852-6000 | Fax (701) 838-2488
E-mail: minot@minotchamberedc.com

**Minot Area Chamber EDC
Regular Board Meeting Minutes
Wednesday, June 11, 2025
Minot Area Chamber EDC Office**

Call to order

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

Attendance

PRESENT BOARD MEMBERS AND STAFF: Ryan Ackerman, Jarid Lundeen, Missy Feist-Erickson, Cassidy Hjelmstad, Kevin Black (Teams), Beth Feldner (Teams), Pete Hankla, Acting Mayor Mark Jantzer, John Kutch, Commissioner Jason Olson, Jason Zimmerman, Brekka Kramer, and Jaime Hauge

ABSENT: Jonn Knecht, Brent Lohnes, and Dr. Steven Shirley

OTHERS PRESENT: Eric Bartsch and Mark Lyman

1. Presentation by Eric Bartsch, AGT Foods

Eric Bartsch gave a presentation on a proposed expansion at the AGT Extrusion Center of Excellence.

2. Board Minutes (All Directors)

Minutes were provided in the MACEDC Board of Director's packet sent out prior to the monthly meeting. Ms. Hjelmstad made a motion to approve the May 14 regular board meeting minutes; Mr. Zimmerman seconded the motion which carried unanimously.

3. Treasurer's Report

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

4. Chairperson's Report

- a. **United Pulse Trading dba AGT Foods MAGIC Fund Request – action required:** Jason Zimmerman made a motion to recommend approval of the \$269,238.71 MAGIC Fund request to be used as matching funds for the Bank of North Dakota PACE buydown program upon the Bank of North Dakota's loan approval; Ms. Hjelmstad seconded the motion which carried unanimously.
- b. **Center on Rural Innovation Proposal:** Ms. Hjelmstad shared that CORI is a national nonprofit that connects with rural areas to create a tech economy. MACEDC staff recommends moving forward with Phase 1 of the tech economy assessment, looking for funding partners to cover the \$10,000 needed. Mr. Lundeen made a motion to approve moving forward with Phase 1 of the CORI process with funding to be determined; Mr. Kutch seconded the motion which carried unanimously.
- c. **Motor Vehicle Department:** A Motor Vehicle Department memo was provided to board members for review. Mr. Lundeen made a motion to approve entering a 5-year agreement with the North Dakota Department of Transportation while negotiating a building lease agreement with a term less than 5 years; Mayor Jantzer seconded the motion which carried with 12 ayes and 2 nays by Mr. Hankla and Commissioner Olson.
- d. **U.S. Chamber Accreditation:** A memo was provided to board members for review. The board would like to be involved with the data protection and privacy step of the accreditation process.

5. Strategic Plan Key Pillar Report

- a. Economic Development – Mr. Ryan Ackerman:** Chair Ackerman gave updates on Logistics Park of North Dakota projects. \$250,000 was received from an LPND client in earnest money.
- b. Community Development – Mr. Kevin Black:** Mr. Black said they are working a number of items, including CORI and the transit committee.
- c. Workforce Development – Ms. Kramer:** Ms. Kramer said that we are working to help Trinity and Minot State University get the health institute across the finish line for funding, MACEDC's workforce development specialist received the Association of Chamber of Commerce Executives/International Economic Development Council Workforce Certificate, MACEDC's economic development specialist is working on his International Economic Development Council certified economic developer courses, and MACEDC is working closely with the North Dakota Department of Commerce on workforce initiatives.
- d. Member Investor – Ms. Cassidy Hjelmstad:** Ms. Hjelmstad thanked Hess for sponsoring a very successful Women Connect event. She stated there were 31 Eagle Awards this month. Ms. Kramer said that board member Beth Feldner will be helping to strategically organize member investors' levels.
- e. Military Support – Mr. Jason Zimmerman:** Mr. Zimmerman shared that MACEDC received \$600,000 in Base Enhancement Funding from the state legislature through the North Dakota Department of Commerce for the next biennium. Several strategic engagements took place throughout the last month, including a meeting with Northrop Grumman leadership, the Sentinel Site Activation Task Force (SATAF) Detachment 12 ceremony, and the 91MW MHA Partnership tour. 14th Annual Nuclear Triad Symposium planning is underway.

6. President's Report

The president's report and programming community outreach monthly activity report were included in the packet. Ms. Kramer shared that there will be a Governmental Affairs Committee meeting on Wednesday, June 18 featuring Representatives Scott Louser and Matt Ruby.

7. Other Business

None.

Ryan Ackerman adjourned the meeting at 9:06 am.
Minutes submitted by: Jaime Hauge, Executive Assistant



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Minot, North Dakota 58702-0940

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minot@minotchamberedc.com

June 25, 2025

Dr. Carmen Simone
Campus Dean/CEO
Dakota College at Bottineau
105 Simrall Blvd
Bottineau, ND 58318

RE: Surgical, Tech, Paramedic, and Medical Lab Tech Programs

Dr. Simone,

Our mission at the Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. MACEDC supports key initiatives that build and strengthen our economy and is grateful to be a strategic partner of the Minot State University and Dakota College at Bottineau.

One of MACEDC's key pillars of focus is workforce development, and we believe that the addition of the three proposed academic programs (Surgical Technology, Paramedic, and Medical Laboratory Technology) would not only expand DCB's offerings but would develop skilled medical professionals to enter the workforce and help fill crucial positions throughout the region and state. These programs would help expand a Regional Health Sciences Institute (RHSI) in downtown Minot, providing a hands-on clinic experience for the students and contributing to the long-term vision of an RHSI.

We wholeheartedly support Dakota College at Bottineau's efforts to develop the three new programs and look forward to continued success in meeting regional healthcare and workforce needs.

Sincerely,

Brekka Kramer
President | CEO
Minot Area Chamber EDC



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June 25, 2025

Dr. Steven Shirley, President
Minot State University | Dakota College at Bottineau
500 University Ave West
Minot, ND 58707

RE: Minot State University's Innovation Engineering Program Proposal

Dr. Shirley,

Our mission at the Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. We are proud to support key initiatives that strengthen our regional economy and deeply value our strategic partnership with Minot State University and Dakota College at Bottineau.

Workforce development is a key pillar of MACEDC, and the development of technically skilled engineers is critical to addressing the significant workforce shortages in our community and region. The Innovation Engineering program stands out for its strong focus on hands-on, experiential learning, particularly through its collaboration with regional industries in the capstone sequence. The program's flexible structure—enabling students to complete foundational micro-credentials locally within the first two years, while engaging in early "E-Studio" courses and real-world industry experiences—will foster strong community ties and greatly increase the likelihood that graduates will remain in the area to live and work.

MACEDC fully supports Minot State University's proposal for an Innovation Engineering program. We appreciate your commitment to advancing an initiative that promises significant benefits for our entire region.

Sincerely,

Brekka Kramer
President | CEO
Minot Area Chamber EDC



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June 25, 2025

Dr. Steven Shirley, President
Minot State University | Dakota College at Bottineau
500 University Ave West
Minot, ND 58707

RE: Minot State University's Simulation Center WEIF Proposal

Dr. Shirley,

Our mission at the Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. We are proud to support key initiatives that strengthen our regional economy and deeply value our strategic partnership with Minot State University and Dakota College at Bottineau.

Workforce development is one of MACEDC's key pillars of focus. We believe the proposed Simulation Center at Trinity Health Center West in downtown Minot would be a transformative addition to healthcare education. By providing a realistic, controlled learning environment, this center would equip students with the hands-on experience needed to succeed before they enter the workforce.

As our region faces a significant shortage of nurses and healthcare professionals, this Simulation Center would serve as a vital, shared resource that supports the development of a highly skilled healthcare workforce across our area.

MACEDC fully supports Minot State University's application to the Workforce Education Innovation Fund (WEIF) for funding to bring this project to life. This investment in educational infrastructure is both timely and essential to meeting the healthcare needs of our communities and region.

Sincerely,

Brekka Kramer
President | CEO
Minot Area Chamber EDC

2025 Employee Engagement Survey Report





Highlights

1. 100% of staff strongly agree that the organization makes a meaningful impact on the community.
2. 100% of staff believe that leadership effectively communicates with and supports the team.
3. 100% of staff agree that the team collaborates well.

Opportunities

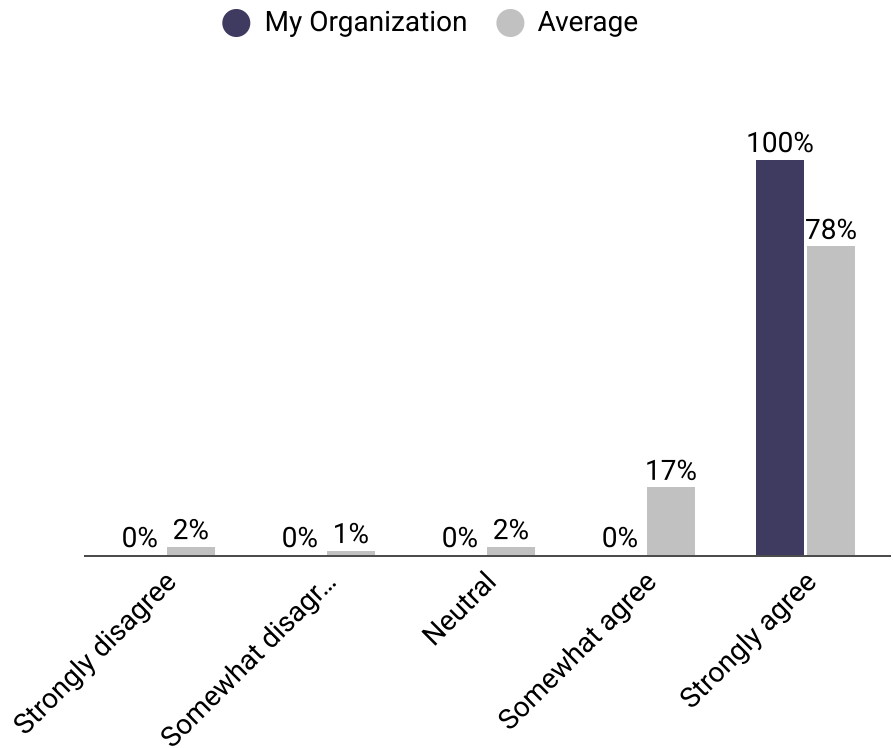
1. While many feel positively, some staff indicate that feedback communication and conflict resolution are areas of improvement for the team.
2. 89% of staff feel comfortable approaching leadership with concerns or differing viewpoints.
3. Although many are satisfied, some staff (11%) express dissatisfaction with their professional development and career advancement opportunities.

Benchmarking Report



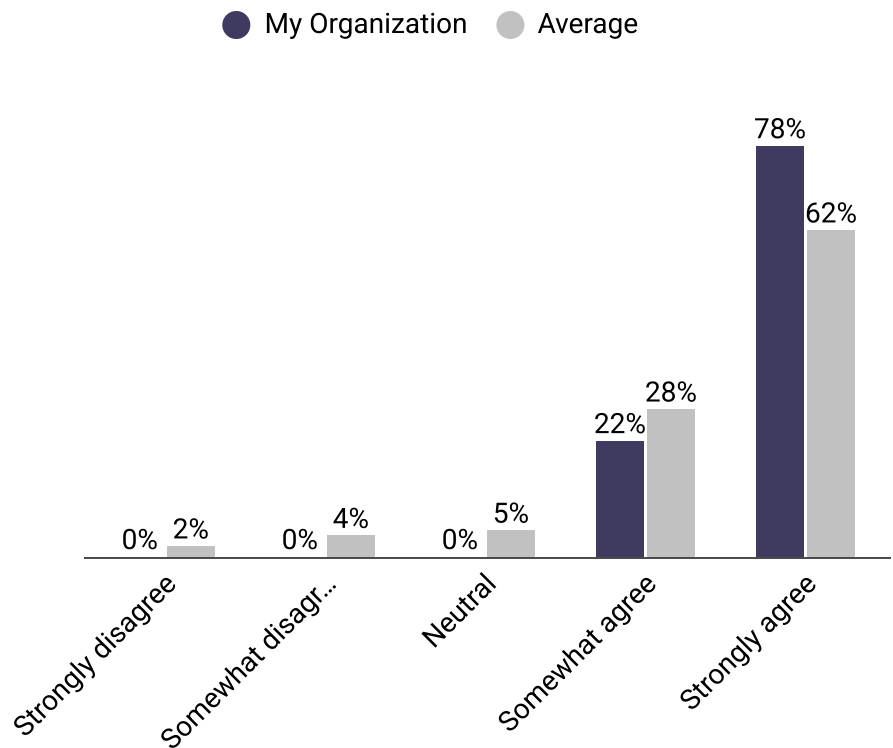
Rate your agreement with the following statement: My organization makes a meaningful impact on the community.

	% Positive Agreement
Minimum	80%
Average	96%
Maximum	100%
My Organization	100%



Rate your agreement with the following statement: My organization consistently upholds its core values.

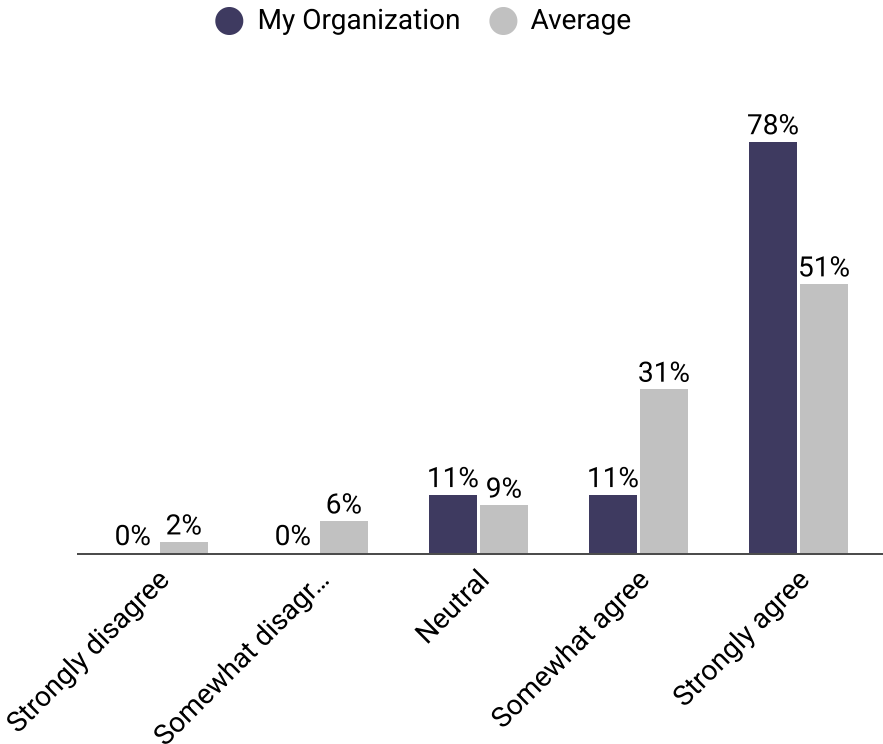
	% Positive Agreement
Minimum	50%
Average	89%
Maximum	100%
My Organization	100%





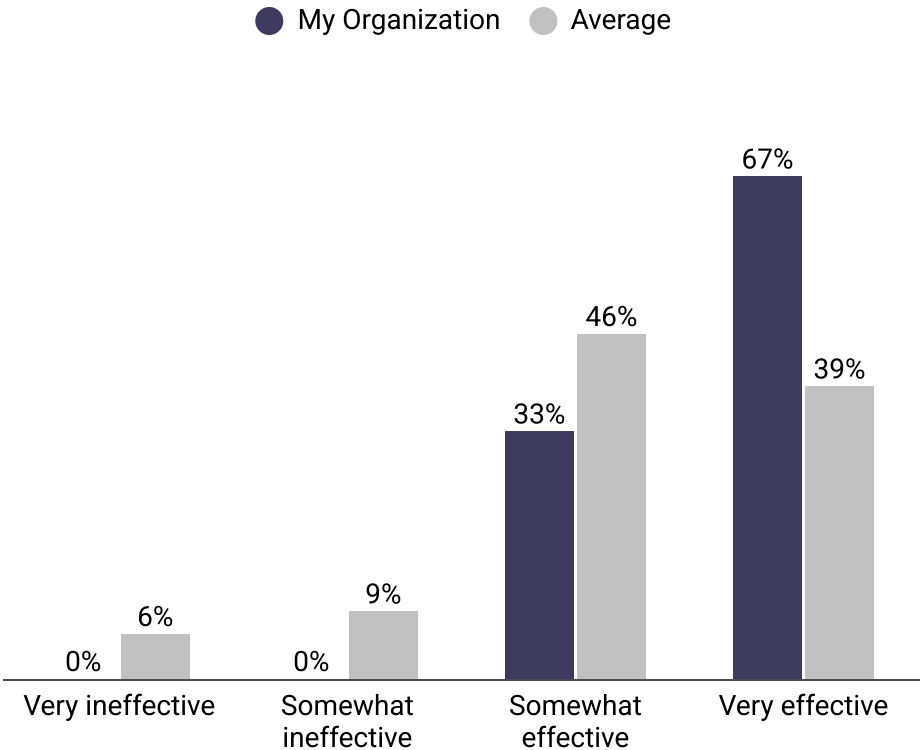
Rate your agreement with the following statement: My organization is well-positioned to succeed over the next three years.

	% Positive Agreement
Minimum	42%
Average	83%
Maximum	100%
My Organization	89%



How effective is your leadership at communicating goals and expectations to staff?

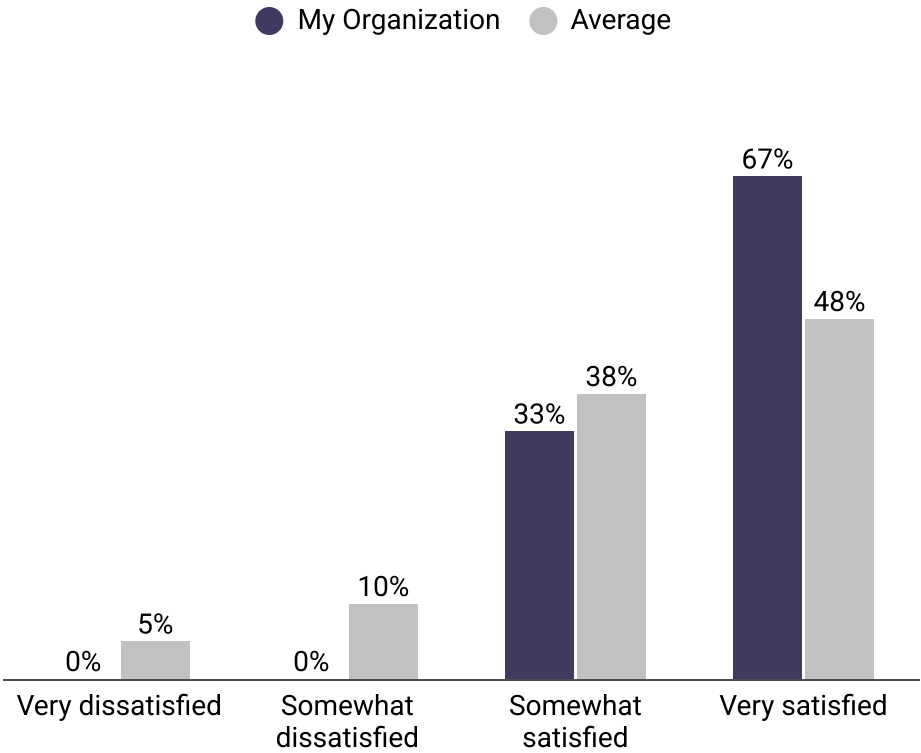
	% Effective
Minimum	25%
Average	85%
Maximum	100%
My Organization	100%





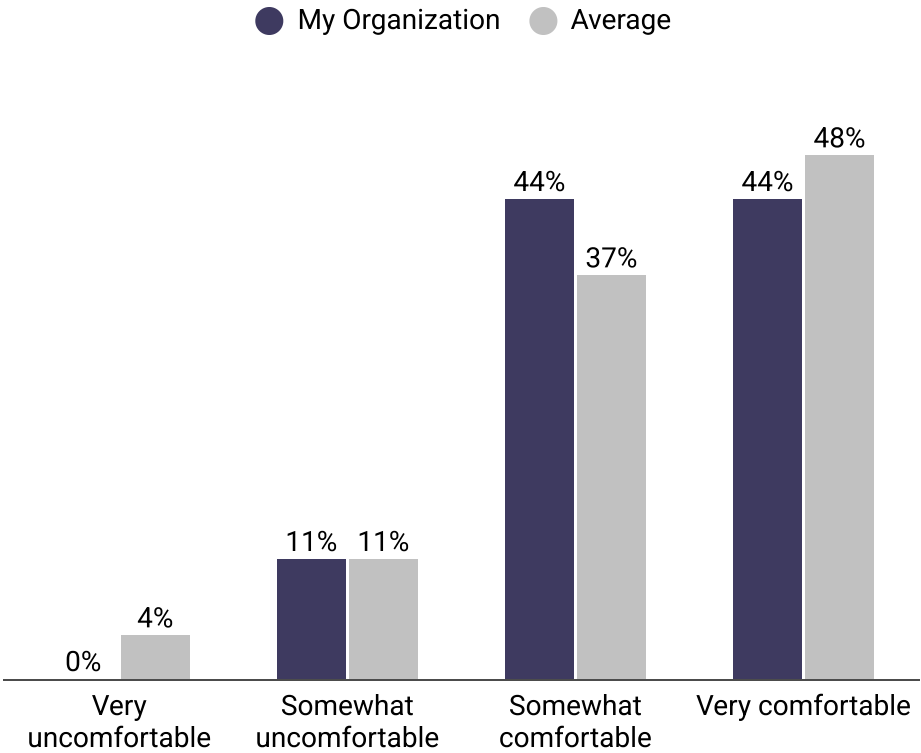
How satisfied are you with the level of support you receive from your leadership?

% Satisfied	
Minimum	50%
Average	86%
Maximum	100%
My Organization	100%



How comfortable do you feel approaching your leadership with concerns or differing viewpoints?

% Comfortable	
Minimum	56%
Average	85%
Maximum	100%
My Organization	89%

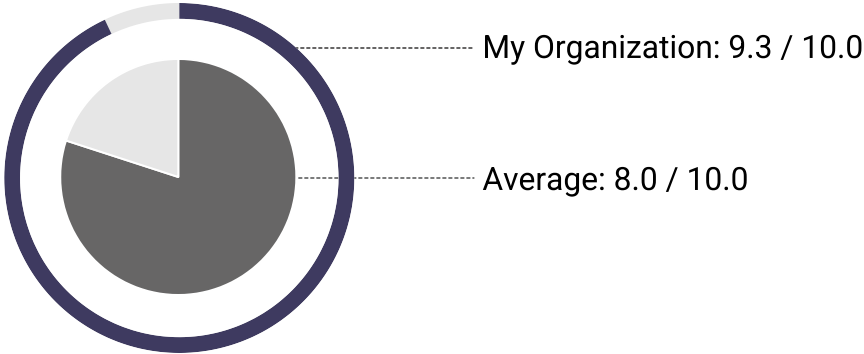




On a scale of 1 to 10, how satisfied are you with your organization's leadership?

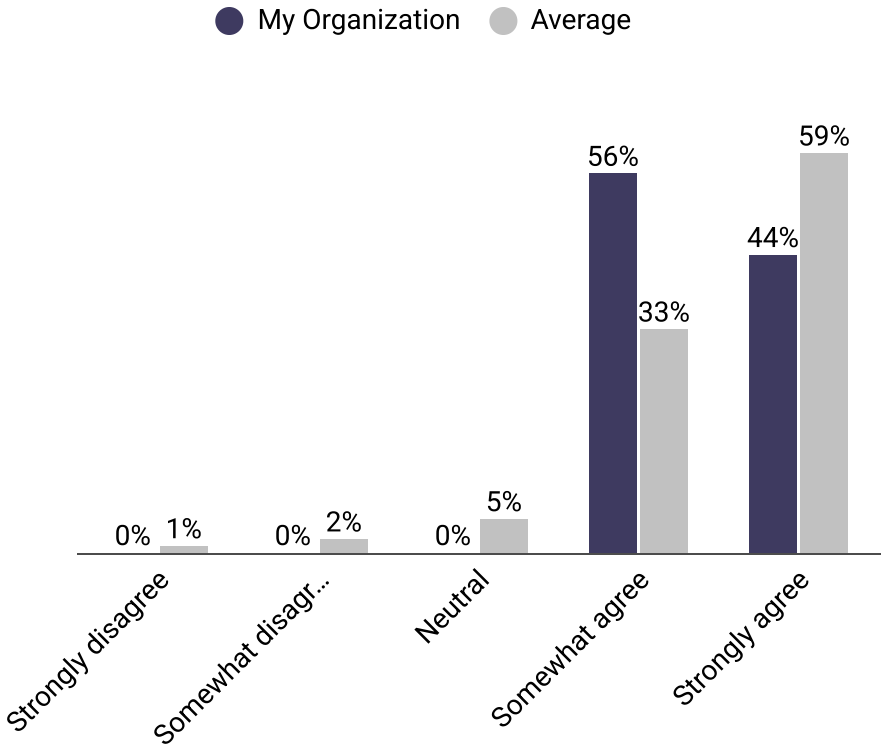
1 = Very dissatisfied, 10 = Very satisfied

Average Rating	
Minimum	5.0
Average	8.0
Maximum	9.7
My Organization	9.3



Rate your agreement with the following statement: Our team supports and respects one another.

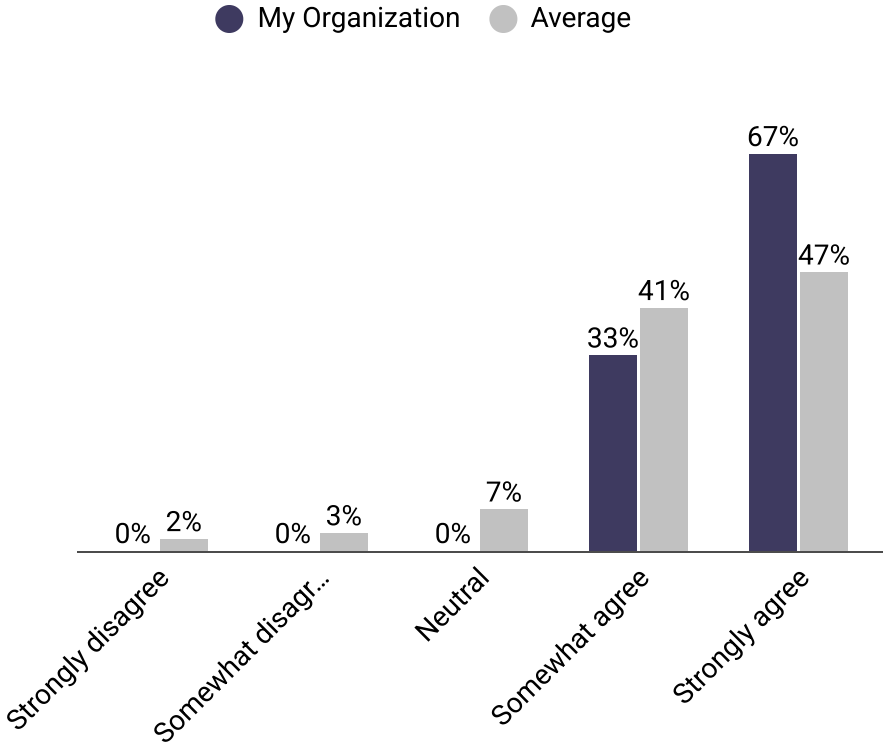
% Positive Agreement	
Minimum	71%
Average	92%
Maximum	100%
My Organization	100%





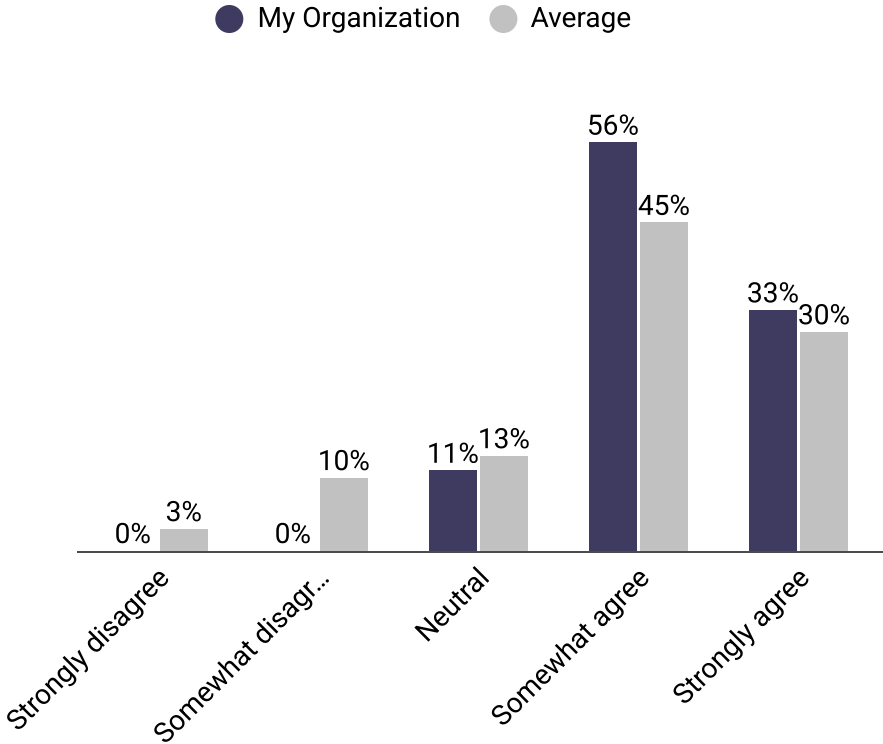
Rate your agreement with the following statement: Our team collaborates well.

	% Positive Agreement
Minimum	60%
Average	88%
Maximum	100%
My Organization	100%



Rate your agreement with the following statement: Our team effectively communicates feedback.

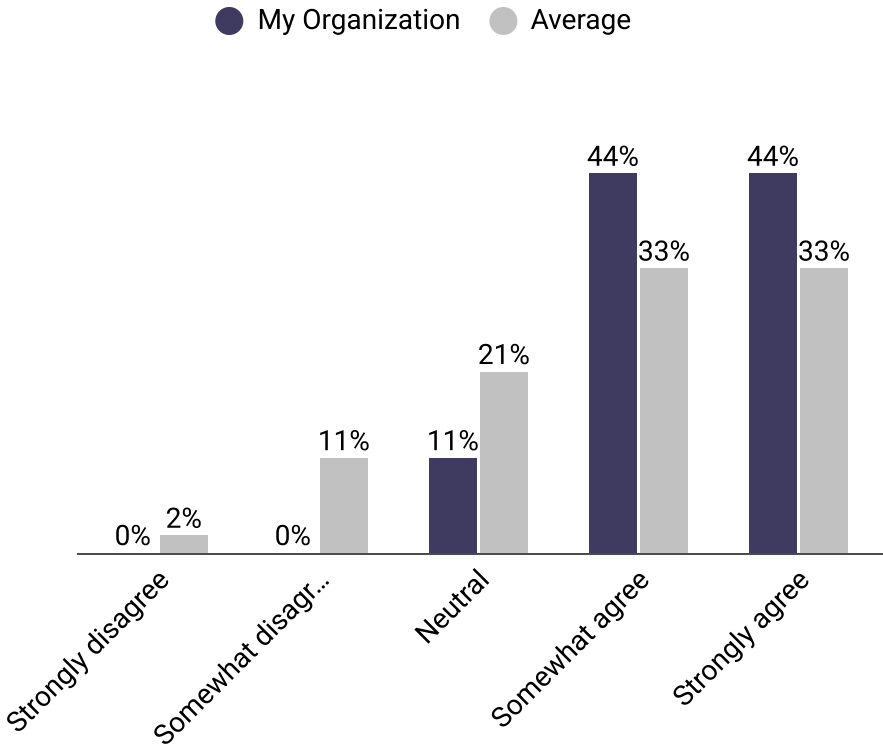
	% Positive Agreement
Minimum	43%
Average	75%
Maximum	100%
My Organization	89%





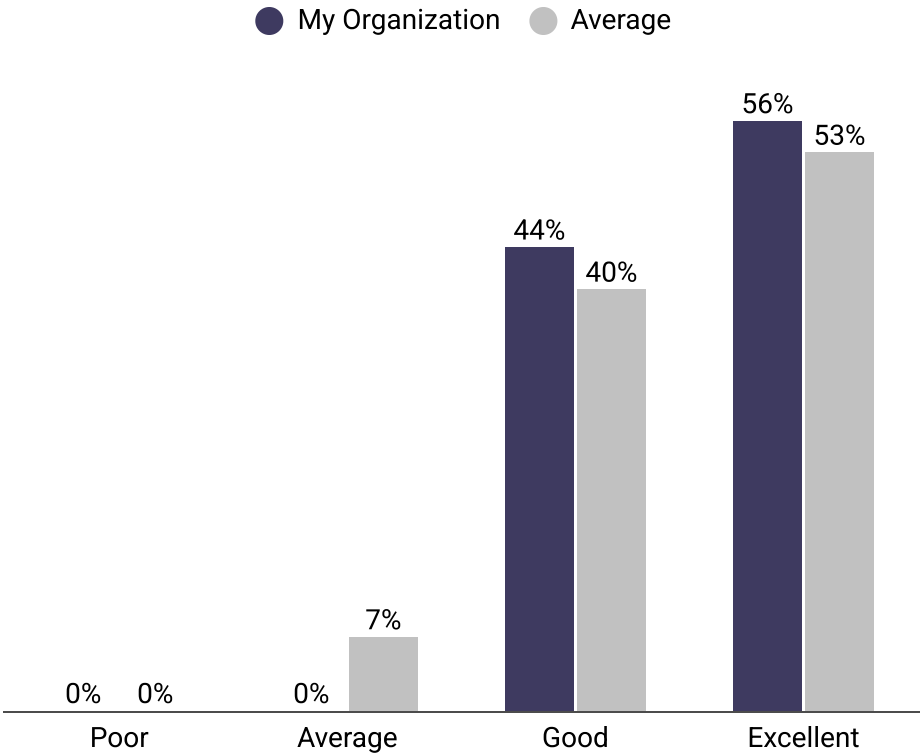
Rate your agreement with the following statement: Our team resolves conflicts in a constructive manner.

	% Positive Agreement
Minimum	33%
Average	67%
Maximum	100%
My Organization	89%



Generally, how would you describe your relationships with your coworkers?

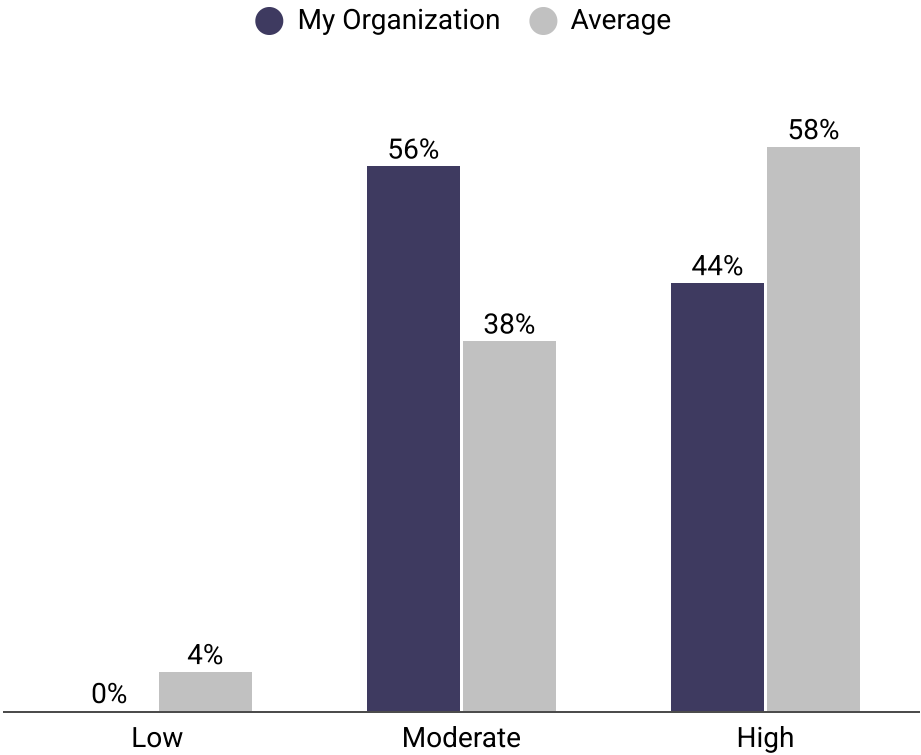
	% Good/Excellent
Minimum	78%
Average	93%
Maximum	100%
My Organization	100%





How would you rate the level of trust within your team?

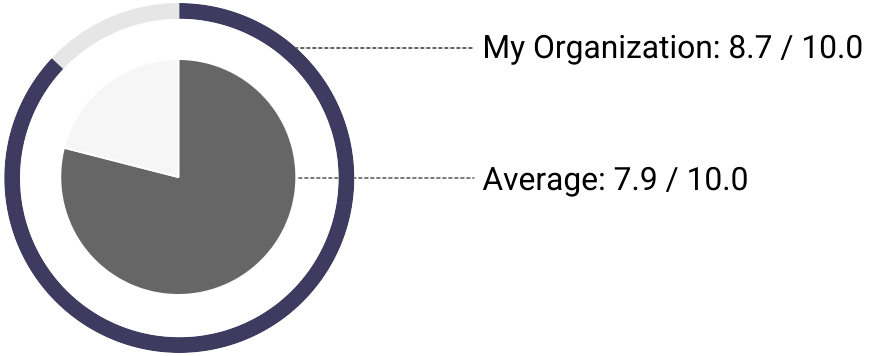
	% Moderate/ High
Minimum	81%
Average	96%
Maximum	100%
My Organization	100%



On a scale of 1 to 10, how satisfied are you with your organization's culture?

1 = Very dissatisfied, 10 = Very satisfied

	Average Rating
Minimum	6.3
Average	7.9
Maximum	9.8
My Organization	8.7

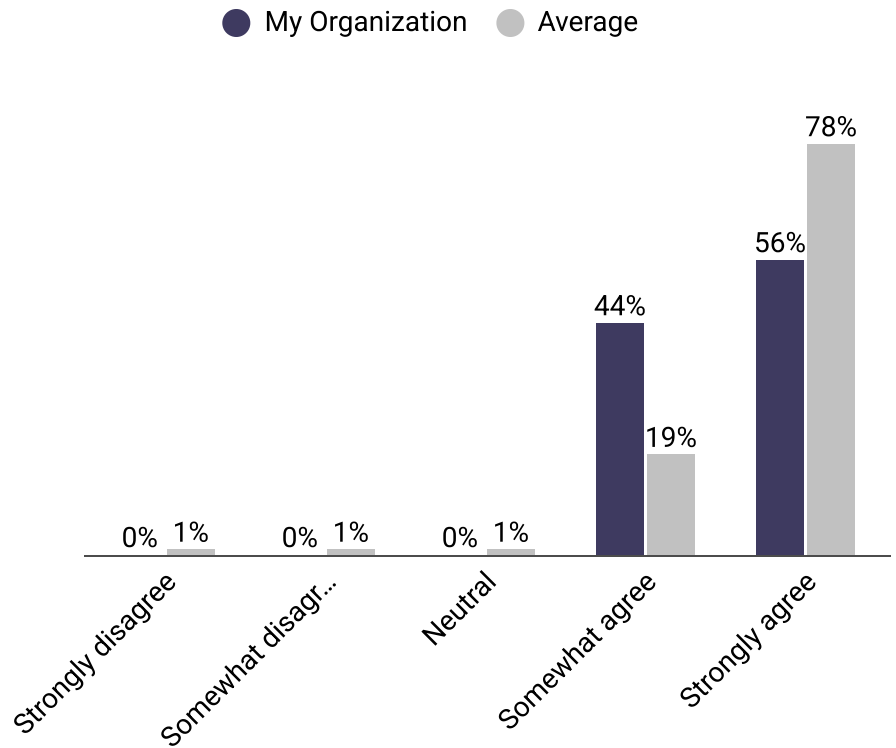


Benchmarking Report



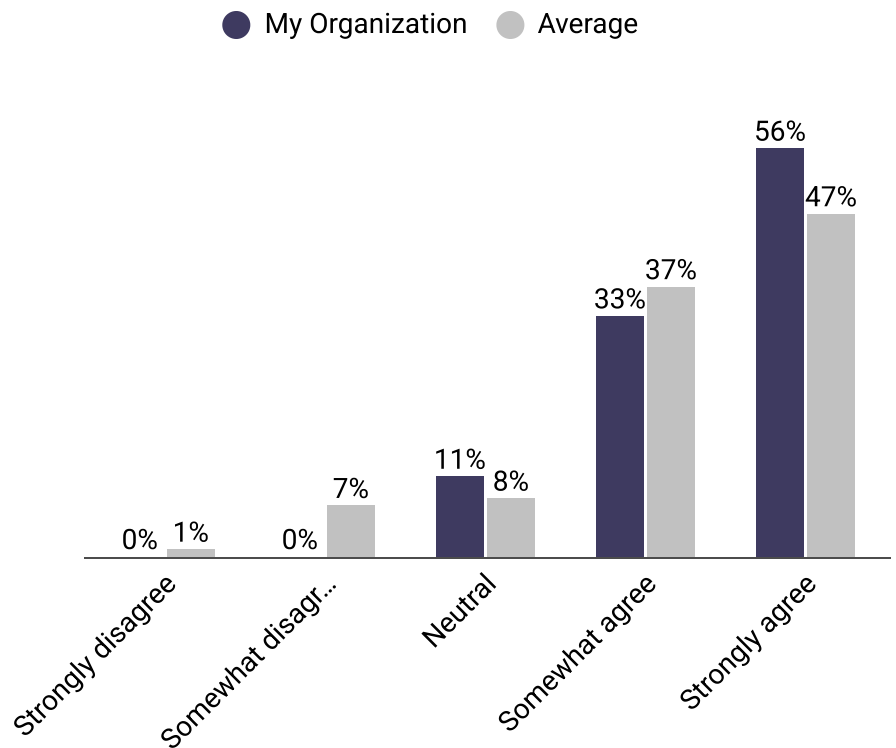
Rate your agreement with the following statement: I understand how my role contributes to my organization's mission.

	% Positive Agreement
Minimum	85%
Average	97%
Maximum	100%
My Organization	100%



Rate your agreement with the following statement: I have the resources I need to accomplish my work.

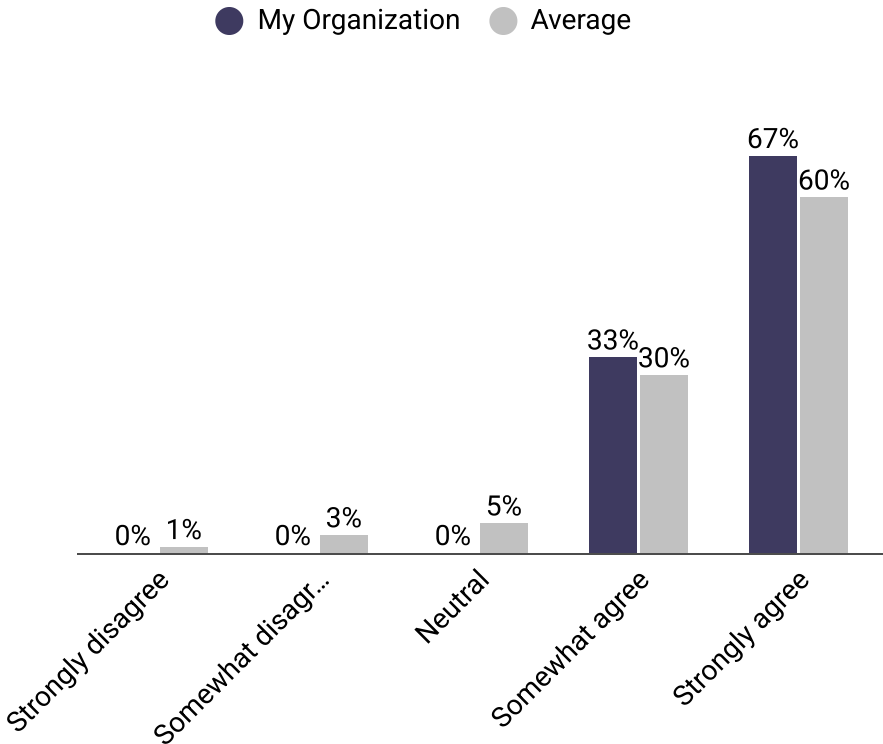
	% Positive Agreement
Minimum	41%
Average	84%
Maximum	100%
My Organization	89%





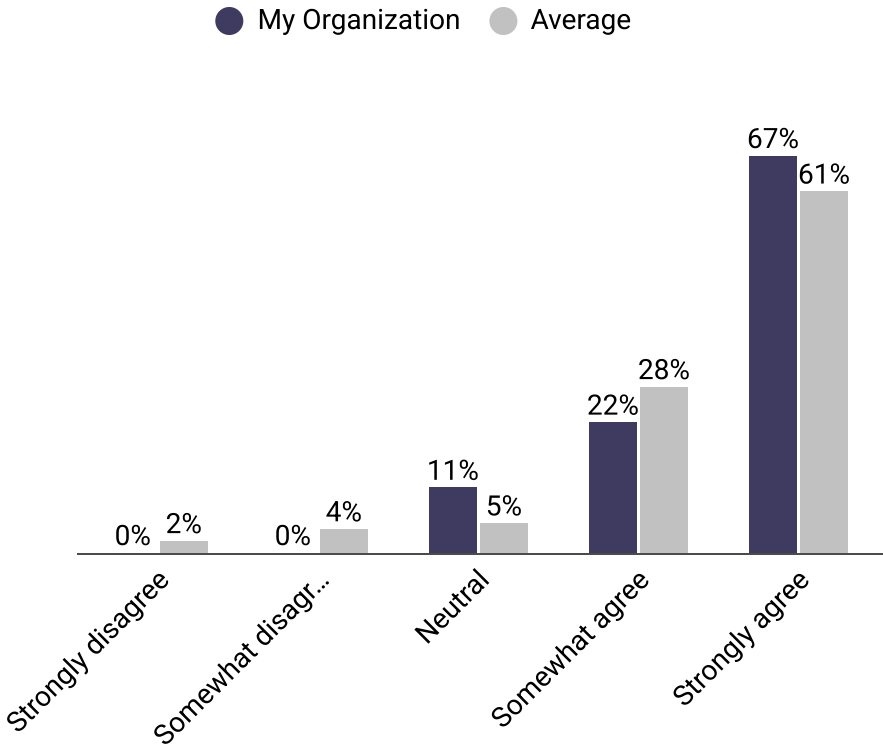
Rate your agreement with the following statement: I feel motivated to do my best work every day.

	% Positive Agreement
Minimum	64%
Average	91%
Maximum	100%
My Organization	100%



Rate your agreement with the following statement: I am able to be my full, authentic self at work.

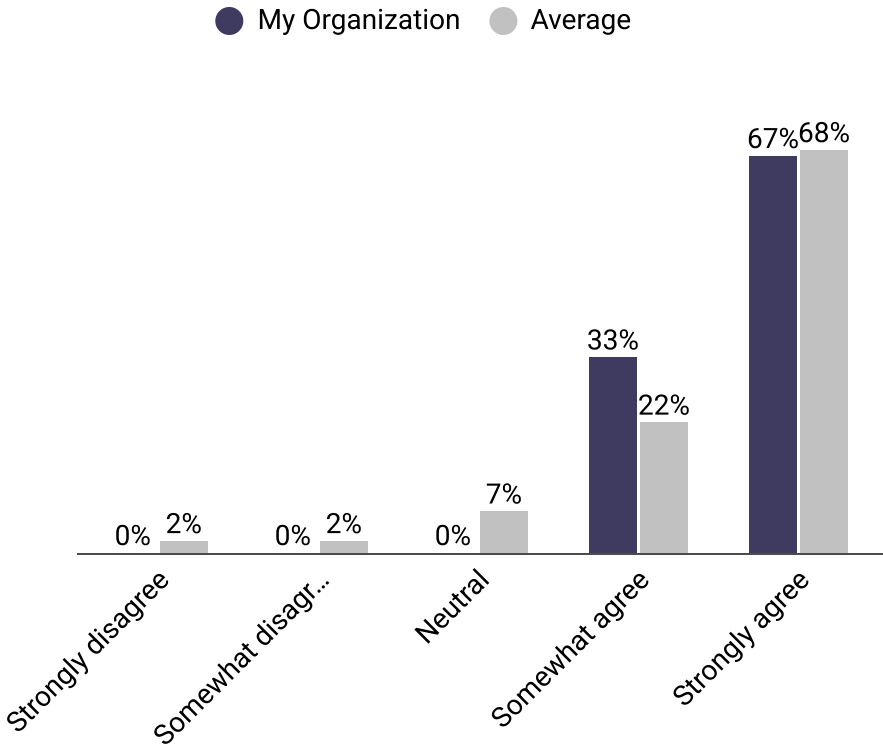
	% Positive Agreement
Minimum	67%
Average	89%
Maximum	100%
My Organization	89%





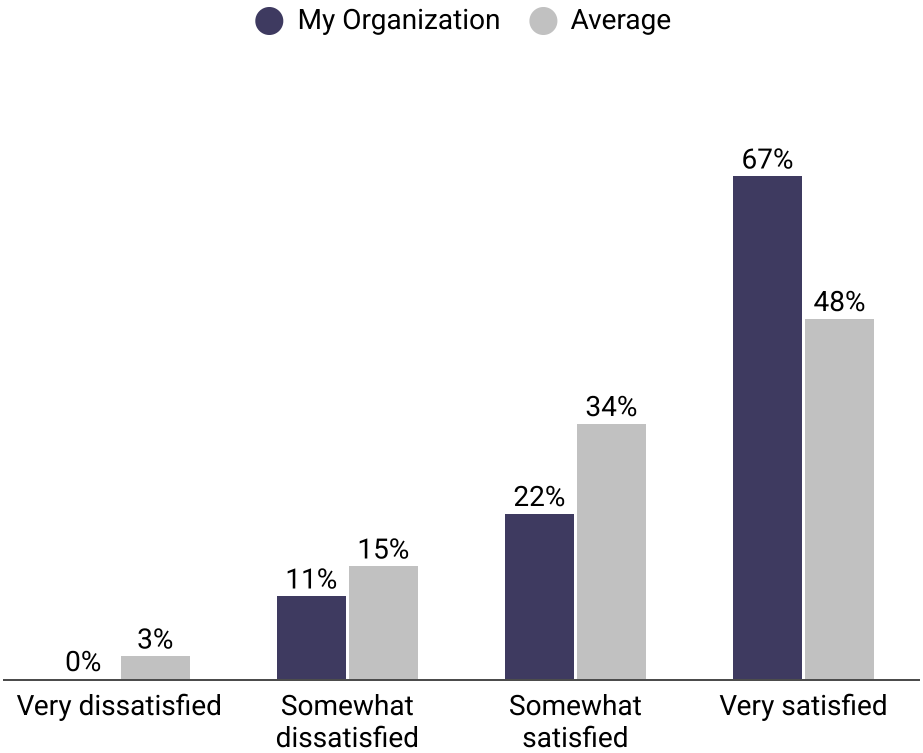
Rate your agreement with the following statement: I feel committed to the organization.

	% Positive Agreement
Minimum	71%
Average	90%
Maximum	100%
My Organization	100%



How satisfied are you with your opportunities for professional development and career advancement?

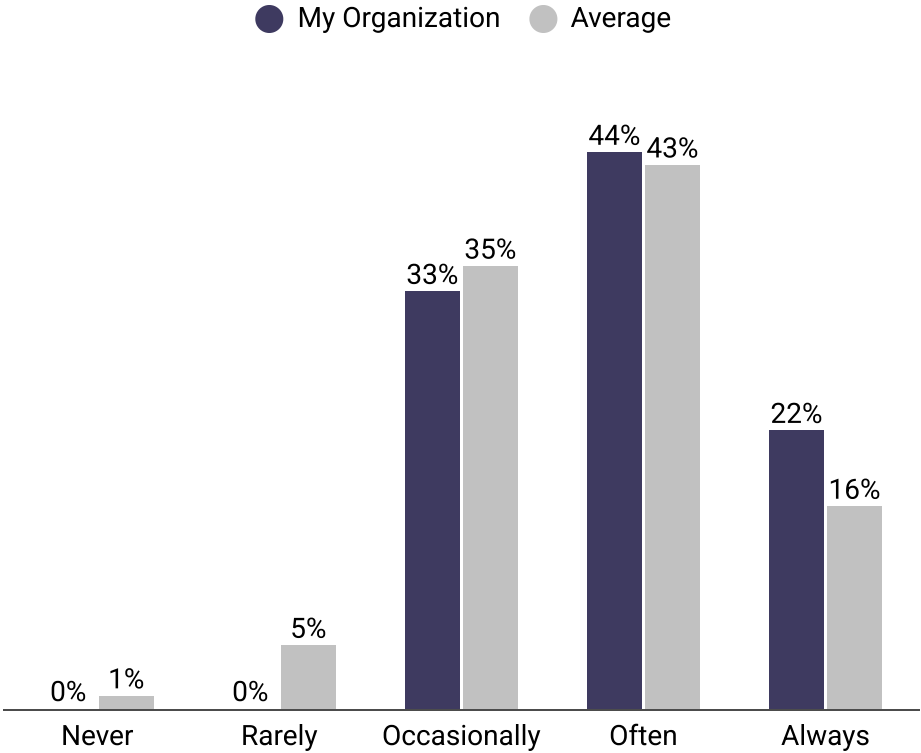
	% Satisfied
Minimum	33%
Average	82%
Maximum	100%
My Organization	89%





How frequently are you recognized for your contributions and achievements?

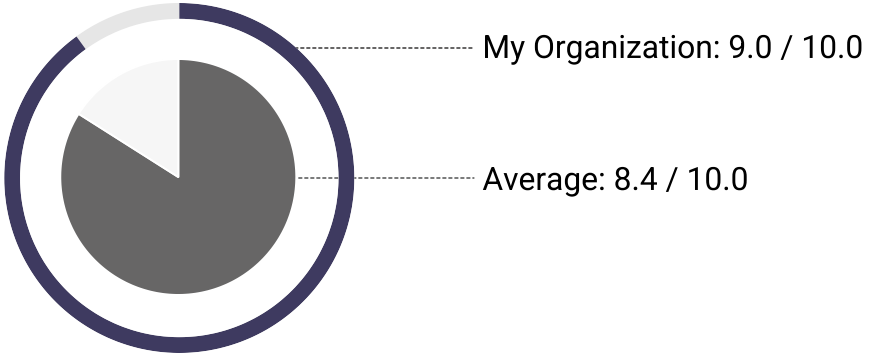
	% Ocassionally/ Often/Always
Minimum	67%
Average	94%
Maximum	100%
My Organization	100%



On a scale of 1 to 10, how satisfied are you with your organization as a place to work?

1 = Very dissatisfied, 10 = Very satisfied

	Average Rating
Minimum	6.8
Average	8.4
Maximum	10.0
My Organization	9.0



Benchmarking Report



Rate each component of your total rewards package.

My Organization	Poor	Average	Good	Excellent
Monetary compensation	0%	0%	89%	11%
Health insurance	13%	0%	13%	75%
Wellness and mental health resources	0%	33%	33%	33%
Retirement and savings options	0%	13%	50%	38%
Time off and leave policies	0%	22%	56%	22%
Flexible work schedule	0%	11%	44%	44%

Average	Poor	Average	Good	Excellent
Monetary compensation	10%	22%	46%	22%
Health insurance	7%	19%	35%	40%
Wellness and mental health resources	10%	26%	38%	26%
Retirement and savings options	4%	17%	40%	40%
Time off and leave policies	3%	11%	22%	64%
Flexible work schedule	4%	10%	19%	67%

Rank the following aspects of your employee experience from most to least important to you.

1 = Most important, 8 = Least important

Rank	My Organization	Average
1	Leadership effectiveness	Leadership effectiveness
2	Team dynamics and relationships	Company culture
3	Organizational strategy and direction	Organizational strategy and direction
4	Monetary compensation	Team dynamics and relationships
5	Workplace flexibility	Monetary compensation
6	Company culture	Workplace flexibility
7	Employee benefits	Career growth and development
8	Career growth and development	Employee benefits

Benchmarking Report



What is your organization doing well that you think should continue?

Summary of responses

Staff are proud that the organization is a leader within the community. They applaud the strategic direction and the organization's efforts to engage stakeholders throughout the community. Staff say that the team displays integrity and a commitment to excellence. They also appreciate the value placed on work-life balance, especially the workplace flexibility and benefits provided.

What changes could your organization make to improve your employee experience?

Summary of responses

Many staff believe internal communication can be improved. They would like roles and responsibilities to be more clearly defined, greater awareness of current projects and more organized calendars that include staff absences. Some staff would also like to reevaluate current work and discontinue projects that do not align with the organization's mission and strategy. Finally, staff also suggest investing more in the workspace to better serve the community and the team.

About the Survey

The Employee Engagement Survey by the Association of Chamber of Commerce Executives (ACCE) is the first industry-specific endeavor to understand and transform chamber staff engagement. This research is intended to equip chamber leaders with the insights necessary to achieve better business outcomes and provide relevant benchmarks against peer organizations.

ACCE conducted the 2025 study on behalf of 29 organizations that elected to participate. Participants are members of ACCE with three or more full-time, permanent staff. Participants are all chambers of commerce, umbrella organizations with a chamber entity or similarly structured partnerships. These 29 organizations represent a collective 447 industry professionals at the time of survey fielding. The survey was administered online from April 7 to April 25, 2025 to staff of all participating organizations, and 384 responses were received.

The benchmark ("Average") data in this report reflects the average of organization-level responses. Comparisons between "My Organization" and "Average" data are shown in graphical and tabular formats. For most questions, a secondary data table is included to record the overall positive response range. Percentages in charts may not exactly equal 100% due to rounding.

About ACCE

ACCE is the professional society supporting and promoting chambers of commerce and similar private sector funded business and economic development organizations across the U.S. and around the world. ACCE's mission is to support and develop chamber professionals to lead businesses and their communities. Our membership includes more than 1,600 member organizations. We serve our industry via information resources, trend spotting, professional development, original thought leadership, retirement programs and access to a network of community leaders.

Association of Chamber of Commerce Executives
277 S. Washington St., Suite 210
Alexandria, VA 22314
703-998-0072
www.acce.org



2025 Q2 Business Retention & Expansion (BR&E) Program Report

Minot's thriving business climate speaks volumes to the success and dedication of Minot's existing business base. The Minot Area Chamber EDC works to preserve and strengthen Minot's existing primary and key sector businesses through the Business Retention & Expansion (BR&E) Program. The BR&E Program enables MACEDC to actively engage with the region's existing businesses to ensure stability and long-term success. MACEDC serves as a resource for existing businesses by facilitating local, regional, state, and federal resources as well as connecting businesses with the right tools to address their needs. The BR&E Program also serves as an opportunity for leaders and stakeholders to better understand the viewpoints, needs and challenges that existing businesses have within the Minot area. We hope that the data provided will prove helpful in growing our economy and strengthening the businesses within our region.

A total of 14 businesses participated in site visits for MACEDC's BR&E Program during the second quarter of 2025. A summary of the data gathered is below.

- The Minot sites visited are headquarters for eight of the businesses, divisions for four and office operations for two businesses.
 - The businesses are from a variety of sectors.
 - The primary product or service provided by twelve of the businesses is a component; two provide a finished product.
 - Twelve of the businesses serve a regional market, one has a national market and one serves an international market.
 - Their reported market coverage ranged from 4% to 33%, with an average of 12% and a median of 10%.
 - Eight of the businesses are current members/investors.
- A total of 898 people are employed by the businesses, including 875 full-time, non-seasonal positions.
 - Current employees were rated as meeting the businesses' expectations in terms of stability, availability and quality. (Figure 1)
 - Over the last three years, seven of the businesses have added jobs (31 jobs added total) and two businesses have cut jobs (23 jobs lost total).
- Annual sales figures, among those willing to divulge that information, ranged from \$2.5M to \$50M, with a median of \$22M and an average also of \$22M.
 - Capital investments over the past two years ranged from zero to \$15M, with a median of \$2.1M and an average of \$4.7.
- Eight of the businesses reported they are growing, five said they are maturing, and one business said it is declining.
 - Company sales are increasing for eight of the businesses, remain stable for three, and are decreasing for two businesses. (One business declined to share that information.)
- Nine of the businesses have plans to expand within the next five years, with six of them reporting those expansion plans include hiring more employees and three mentioning plans for increased physical space.

- The issue rated as the biggest barrier to growth in Minot continues to be labor costs. (Figure 2)
- Regarding legislative changes over the next two years, four businesses felt some changes could adversely affect them and nine thought some legislative changes could benefit them.
- Suppliers or customers relocating hasn't been an issue for the businesses, though a couple mentioned that tariffs have caused them to change to U.S. suppliers.
- Despite some improvements, the biggest challenge facing Minot businesses remains finding enough qualified workers to hire.
 - Seven of the businesses said they are experiencing recruitment issues, which most indicated were industrywide.
 - The biggest need is for skilled laborers, CDL drivers, tradespeople and those with a good work ethic.
 - The businesses reported an average of 2.5 unfilled positions each. Nine said the number of unfilled positions is stable, three said the number is increasing and two indicated open positions were decreasing in number.
- The biggest advantages to being located in Minot are the people, central location and relationships built.
 - Minot's business climate received a mean rating of 3.50 on a scale of one to five.
 - The biggest disadvantages to being in Minot are the location (remoteness, distance from the Bakken) and the weather.
- The highest rated aspects of life in Minot are the fire department, airport and police department, followed by highways and emergency services. (Figure 3)
 - Public transportation and childcare services are the lowest rated aspects of life in Minot. (Figure 3)

Figure 1
Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

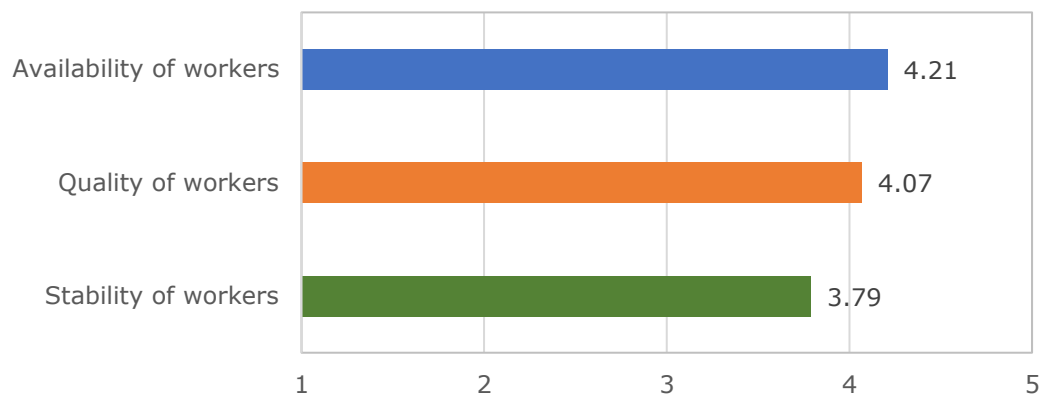


Figure 2
Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

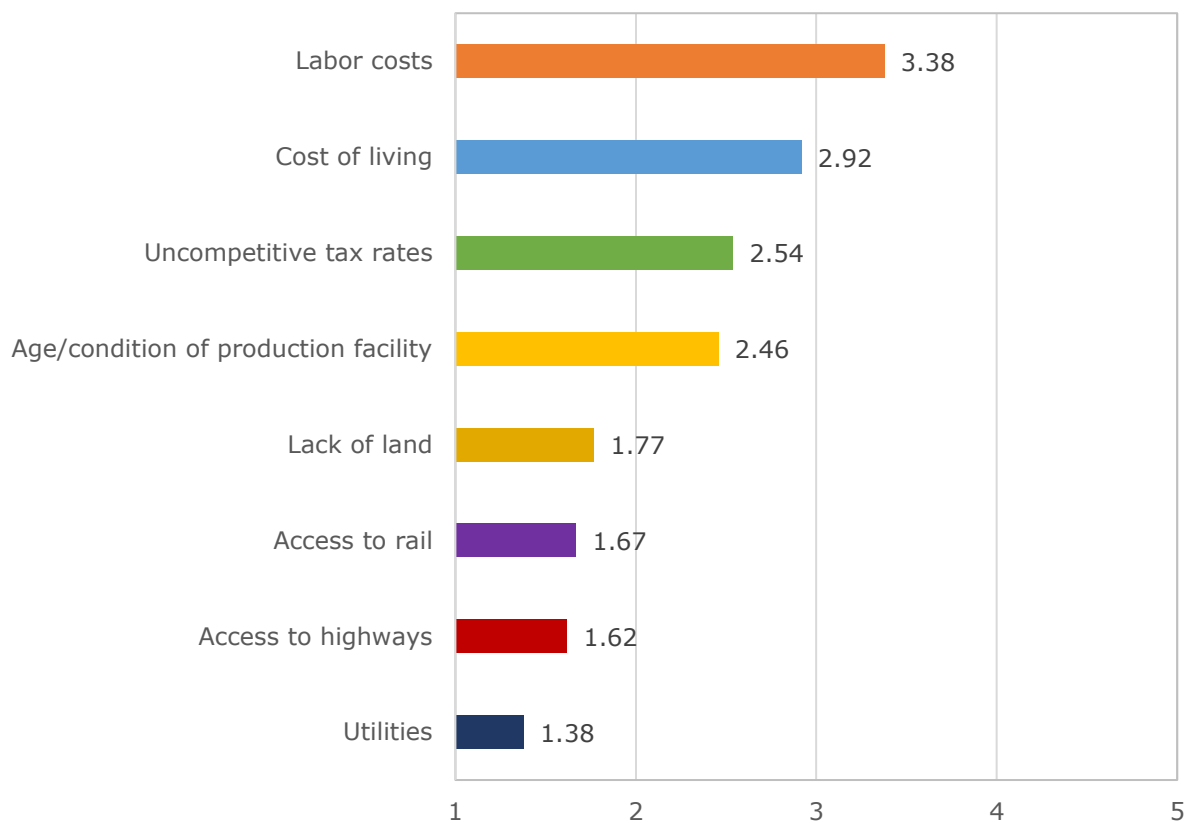


Figure 3
Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)

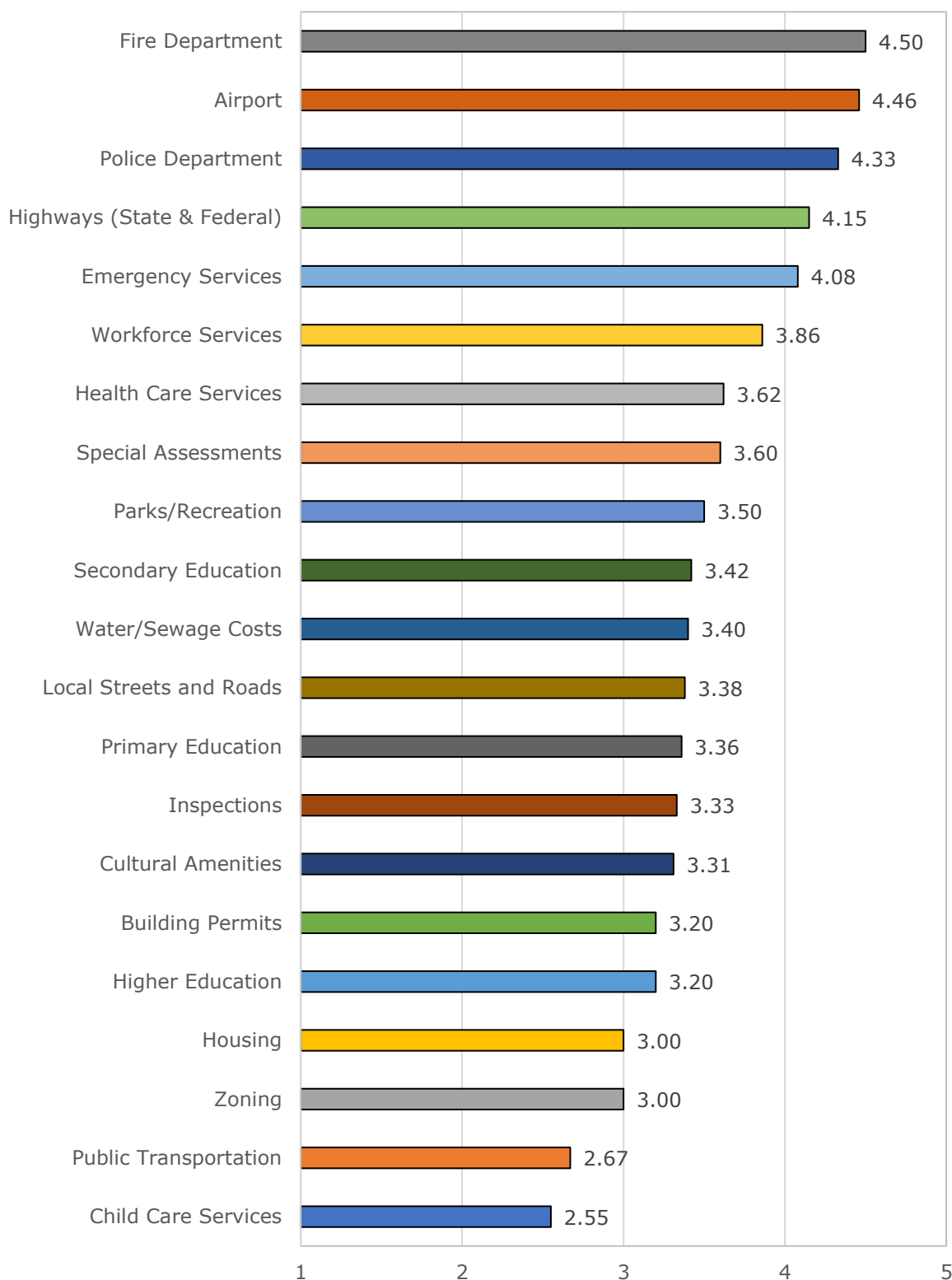


Figure 4
Mean Rating: Barriers to Growth in Minot
Year Over Year Comparisons
(1=Low, 5=High)

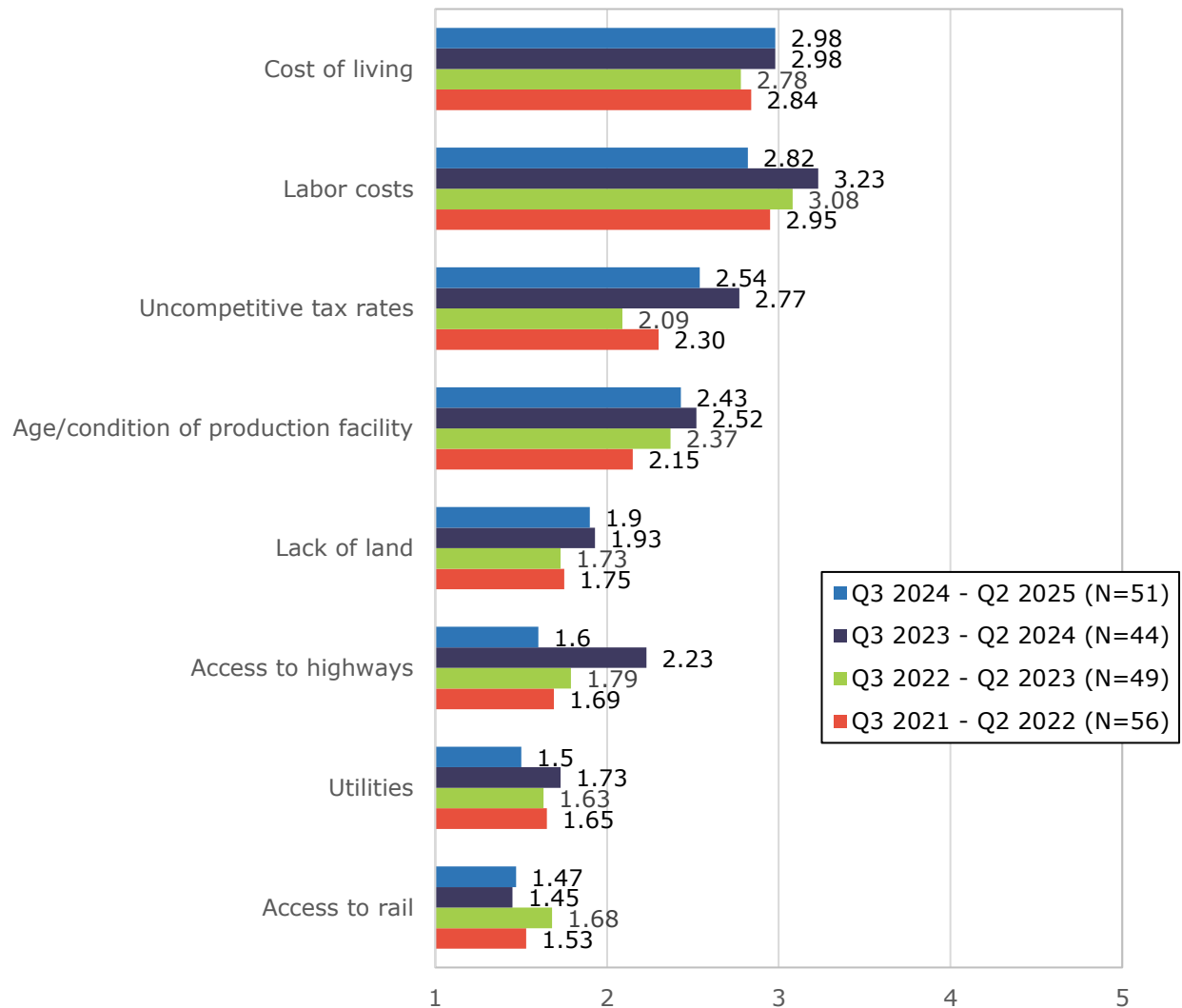


Figure 5
Mean Rating: Minot's Business Climate
Year Over Year Comparisons
(1=Low, 5=High)

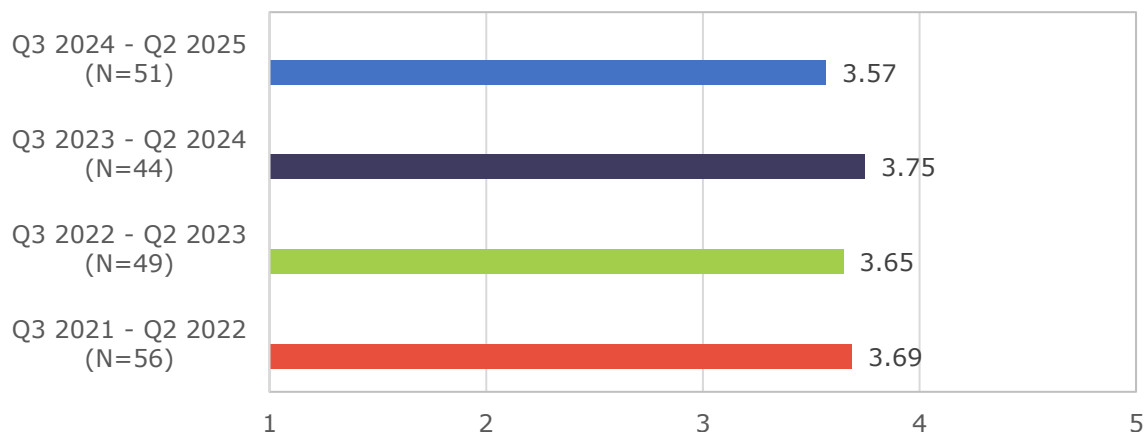
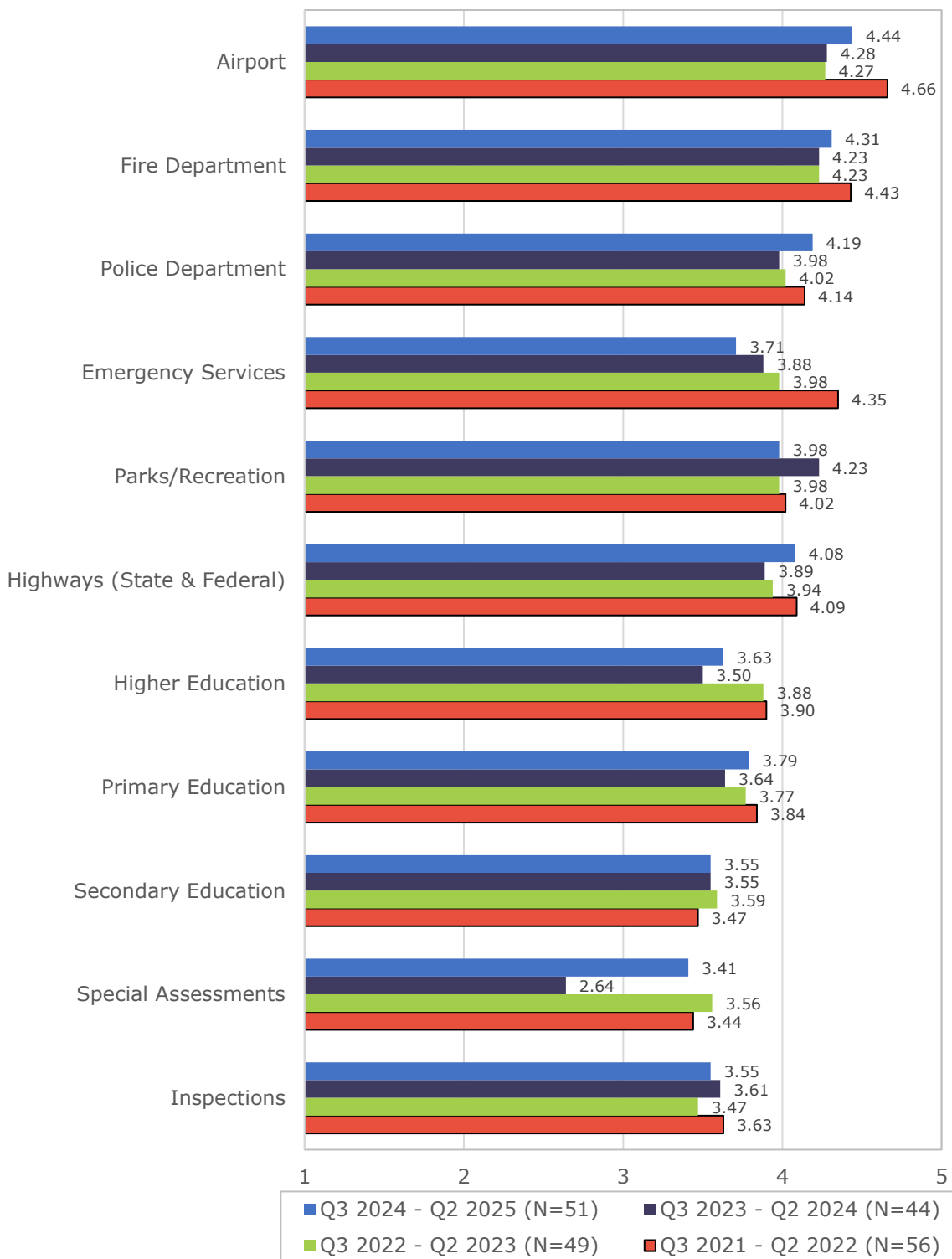


Figure 6
Mean Rating: Workforce
Year Over Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)

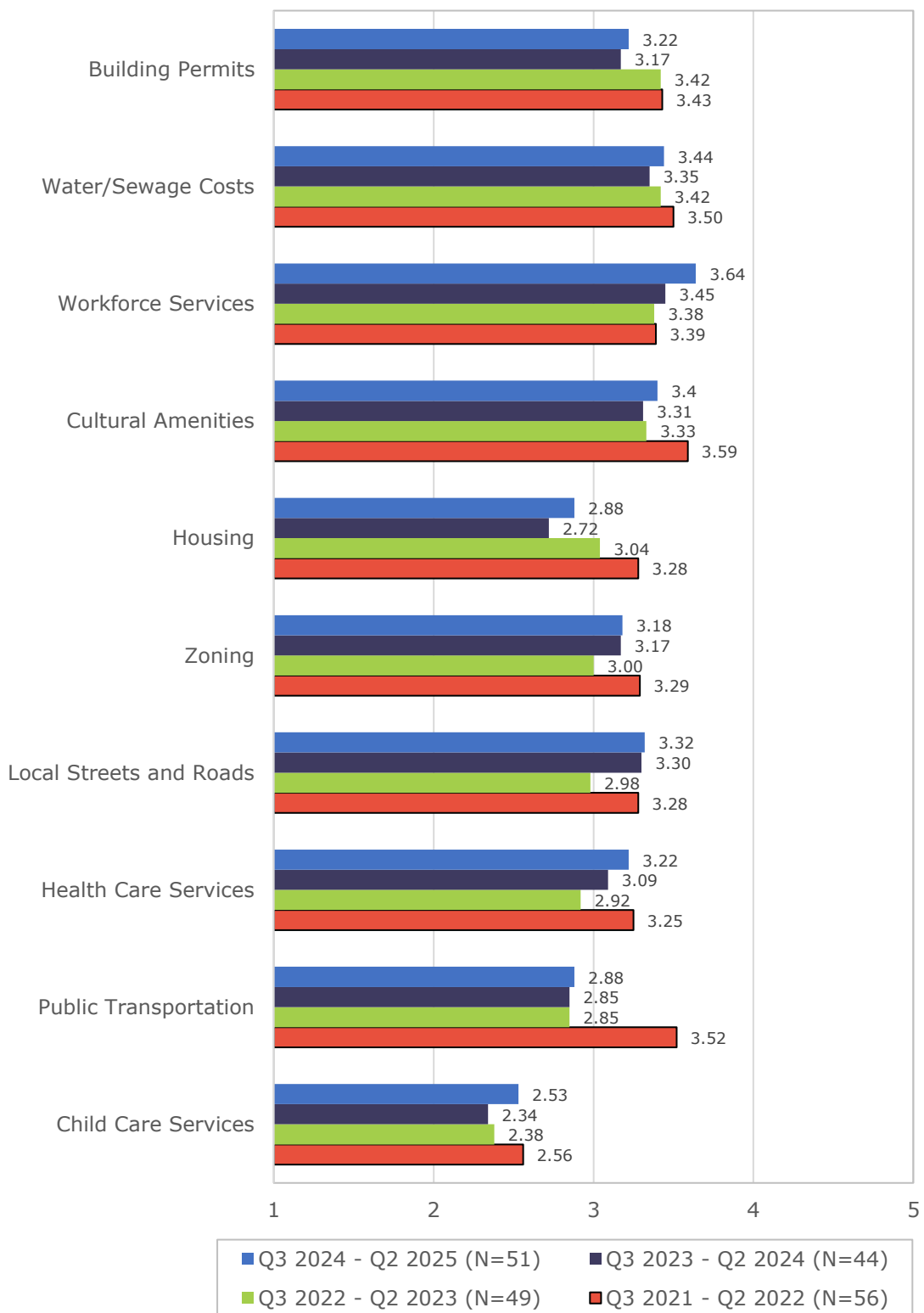


Figure 7
Mean Rating: Quality of Life
Year Over Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)



(Continued)

Figure 7 (Continued)
Mean Rating: Quality of Life
Year Over Year Comparisons
(1=Greatly Needs Help, 5=Exceeds Expectations)



MEMO

TO: MACEDC Board of Directors

FROM: Brekka Kramer, President | CEO

DATE: July 9, 2025

SUBJECT: U.S. Chamber Accreditation Section 7: Communications
U.S. Chamber Accreditation Section 8: Facilities

U.S. Chamber Accreditation Program Development Standards – Section 7. Communications

An Accredited chamber has identified target audiences within its membership and has devised a clear and strategic plan to communicate with them. Additionally, the chamber has developed a marketing plan to highlight chamber activities to the public and create awareness of the chamber's local mission

Minimum Qualifications

- Maintains and uses a written communications and marketing plan with clear annual goals
- Uses diverse forms of media to promote the chamber, its services, and events
- Contacts members at least monthly
- Uses the chamber's website to communicate chamber information
- Communicates with members using mass-distribution e-mail
- Complies with federal CAN-SPAM requirements
- Writes press releases for media throughout the region or state

Minimum Requirements

- Communications and marketing plan

Additional Criteria

- Style guide or graphic guidelines for chamber publications.

U.S. Chamber Accreditation Program Development Standards – Section 8. Facilities

An Accredited chamber conforms to all federal, state, and local building fire, health, and safety regulations. A crisis plan that includes measures to deal with a number of disruptions to chamber operations has been developed.

Minimum Qualifications

- Projects appropriate business image and is accessible to customers
- Supports the chamber's communications and technological capabilities • Has adequate safety features
- Inspects workplace annually by a safety professional
- Meets accepted OSHA regulations
- Properly maintains chamber office equipment
- Has a crisis plan in place
- Trains and educates the employees about the crisis plan

Minimum Requirements

- Crisis plan
The Accrediting Board requires the applicant to create a thorough crisis plan that goes beyond a standard disaster plan. A crisis plan coordinates all resources of the Chamber in a systematic and appropriate response and includes measures to deal with a number of disasters.

Timeline

The first deadline for the applications is August 31, 2025 which the renewal/application would be completed in November 2025. The next deadline is December 31, 2025 which the renewal/application would be completed in March 2026.

The remaining section is benchmarking.

- Sections 9: Benchmarking
 - Top five short-term goals over the last five years
 - Top five long-term goals over the last five years
 - Accreditation program review and essays

There is a task list for additional steps MACEDC would need to take to complete the application this year including development of a data protection and privacy policy plan and a technology plan that the board discussed last month.

- Trinity Building Hope Women's Golf Tournament
- Task Force 21 (TF21) monthly meeting
- ND Governor Kelly Armstrong dinner
- Midwest Summit: Agriculture co-host with The Fargo Moorhead West Fargo Chamber
- Eagle Award presentation (CD)
- Airstream Rally picnic (ML)
- Legacy Health ribbon cutting and open house event
- MACEDC Board meeting
- Meeting with John Kutch, Trinity
- Office of Local Defense Community Cooperation (OLDCC) discussion
- International Economic Development Council Leader of the Industry call moderated by Dr. Dell Gines
- North Dakota Behavioral Health Workforce Connect
- OLDCC Defense Community Infrastructure Program (DCIP) webinar
- Greater North Dakota Chamber meeting
- Dinner on the Prairie marketing planning meeting
- Weekly TF21 symposium planning meeting with Velocity
- Minot Intermodal Facility tour with ND Soybean Council
- TF21 homepage website discussion with Flint Group
- Economic Development Association of North Dakota (EDND) fall conference planning
- Verendrye Electric Cooperative annual meeting
- Minot Air Force Base Public Affairs monthly meeting
- BUFF Bash '25 at Minot Air Force Base
- Prairie Grit Golf Tournament
- Agriculture Transportation Coalition, Tacoma WA (ML)
- Role Call Talent Attraction Summit, Cleveland OH (KRS)
- Regular Minot City Council meeting
- Ward County Commissioner meeting – 2026 Budget Presentation
- Independent Community Bank of North Dakota Emerging Leaders presentation
- Association of Chamber of Commerce Executives Funding Community Impact Initiatives webinar (CD)
- Motor Vehicle Department meeting with Matt Watne
- Team Minot breakfast at Minot Air Force Base (TF21)
- GNDC North Dakota Future Forum, Grand Forks ND
- Governmental Affairs Committee meeting featuring Representatives Scott Louser and Matt Ruby (CD)
- City of Minot FAA comment review meeting
- Visit Minot lunch meeting with ND Department of Commerce and journalist Kristi Eaton
- O'Leary Ventures meeting
- SRT annual meeting
- Weekly TF21 symposium planning meeting with Velocity
- OLDCC weekly discussion
- City of Minot Economic Development Plan Review meeting (ML, KRS)
- Military Golf Scramble planning
- OLDCC and DCIP discussion with Minot Air Force Base
- Budget discussion with City of Minot City Manager
- OLDCC budget meeting with City of Minot and Souris Basin Planning Council
- Norsk Høstfest Board meeting
- USO Initiative (MOT) Commercial Air Travel Data for Minot Air Force Base TDY travelers meeting
- First Western Bank & Trust presentation on MACEDC opportunities
- Minot Sentinel Project Workforce discussion with North Dakota's Building Trades Union
- OLDCC weekly discussion
- Badlands Circuit Finals Military Appreciation night meeting

- Mayoral Candidate Forum
- MAGIC Fund Committee meeting – AGT Foods Request
- Weekly TF21 symposium planning meeting with Velocity
- EDND monthly board meeting
- Meeting with Pinnacle
- Meeting with Air Force Missileers on 2026 event
- Meeting with Association of Defense Communities on July 2025 event
- Sportsman Feed discussion with Minot Air Force Base
- EDND fall conference planning meeting
- Home for the Holidays letter presentation to Preferred Travel
- ND Department of Commerce Commissioner Chris Schilken meeting
- OLDCC Installation Readiness Grant planning meeting with Minot Air Force Base
- Meeting with Dr. Steven Shirley, Minot State University
- ND Governor Kelly Armstrong, Minot Air Force Base orientation flight
- OLDCC monthly meeting

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | June 9 – July 4, 2025

COMMITTEE REPORTS

Adopt an Airman – No new airmen and families were matched during this time period. Minot Air Force Chaplains working to airmen engage in the program. The program is being shared once a month at dorm dinner nights that take place on the second Tuesday of every month.

Agribusiness Committee – Meetings were held June 17 and July 2. Planning continues for the August 5 Dinner on the Prairie with the focus on the guest list and extra sponsorships.

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

- June 10 – Legacy Health Clinic – 1603 35th Ave SW – new location at the former 28 Taste and Taps location
- June 11 – El Arepazo – 2251 36th Ave SW – Venezuelan restaurant moved from north hill to across from Trinity Health in the Pinnacle Travel Plaza
- June 13 – Take 5 Oil Change – 1738 South Broadway – this is a new business in town
- June 20 – MidSummer Festival – 1020 20th Ave SW – new stage and reopening of Heritage House
- June 24 – Small Business Development Center – 500 University Ave W – new office location
- June 29 – Nodak Races – 2005 Burdick Expy E – The World of Outlaws returns after 36 years
- July 1 – HIA Hospice – 1015 South Broadway – new name, was previously Hospice of the Red River Valley

Business Retention & Expansion – Interviews were held with 10 businesses, including Souris Valley Ready Mix, Fiberglass Specialties, Hot Switch Heating Systems, Moore Engineering, Birdsall Grain & Seed, Genesis Seed, Rolac Contracting, Houston Engineering, Ideal Completions, and BNSF Railway.

Business After Hours – Business After Hours events are not hosted in June or July, the next event will take place August 14 at Sports on Tap.

Community Leadership Institute – In its 55th year, Community Leadership Institute has 24 people who have asked to be in the class, which is capped at 25. The course will start on September 4 and runs for 8 weeks through October 23.

Eagle Awards – On June 10, thirty-one Eagle Awards were given to the following:

Renee Belgarde, Denny's Restaurant
Marina Cardoso, Fiancee'
Benjamin Binning, Ryan GMC/Buick/Cadillac
Jolene Haffner, CASO
Kali Koetter, Ramstad Middle School
Katie Ingerson, Magic City Dance Company
Tessa Jagoe, Magic City Dance Company
Kayla Ellison, Trinity Health
Mitchell Walkup, Schock's Safe & Lock
Lucas Havig, Scheels
Emilee Helstedt, John Hoeven Elementary
Shawn Holden, John Hoeven Elementary
Bryan Miller, Xcel Energy
Lisa Kersten, SRT
Lorelei McIver, Meg-a-latte
Jaden Benson, Northland PACE

Barb Werre, Homesteaders Restaurant
Elaine Christianson, Magic City Garage Door
Melissa Hathaway Belnap, Rebel Athletics of Minot
Ilyana Perez, Ramstad Middle School
Lexi Clark, Lexi Lou Floral
Brittany Busch, Magic City Dance Company
Liz Gjelstad Scandinavian Heritage Park
Dr. Bahram Nico, Trinity Health
Chris Johnson, Servpro
Taylor Peters, Scheels
Lisa Burckhard, Longfellow Elementary
Richard Gruenberg, John Hoeven Elementary
Kaylin Tuenge, FirstLight Home Care
Rhonda Rice, Applebee's Bar & Grill
Catherine Thomas, Meg-a-latte

Energy Committee – The committee did not meet during this time. The Energy Committee is working with the Bakken API Chapter on a collaborative partnership and will now co-host quarterly meetings. Grant Feldner from Hess is the new chair of the MACEDC Energy Committee and President of the Bakken API Chapter. Monday, July 14 the group will hear from Jason Swaren, Senior Vice President, Production for Chord Energy. The meeting will take place at 3:30 p.m. at Hess Corporation's Goliath Town Hall Room.

Governmental Affairs Committee – June 17, the committee heard from District 5 Representative Scott Louser and District 40 Representative Matt Ruby with a recap of the 2025 legislative session and the wins for Minot area. The committee hosted a City of Minot Mayoral forum in partnership with the City of Minot. Nearly 70 joined in person and over 200 joined virtually.

Infrastructure Committee – The committee did not meet during this time.

Military Affairs Committee – The committee did not meet during this time.

National Civics Bee – MACEDC signed up to provide the National Civics Bee local competition in 2026. That process includes applying for a scholarship through the U.S. Chamber Foundation to help with expenses.

Prairie Warrior Auction – May 20, a check presentation took place to provide Minot Air Force Base Prairie Warrior Association with the funds raised at the 2025 event. The 2025 Home for the Holidays program kick off meeting was held. Minot Area Chamber EDC will again partner with member investor Preferred Travel to book travel for first term airmen.

Right Start Committee – June 25, the Minot Area Chamber EDC Right Start team presented what there is to see and do in Minot and North Dakota to newcomers at Minot Air Force Base. There were 125 airmen in attendance. The Right Start presentation at Minot Air Force Base is a mandatory briefing for Airmen and anyone with Department of Defense affiliation and is considered the newcomers welcome to a new installation and community. Minot Area Chamber EDC leads the community portion each month.

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

Start Up Minot Academy powered by CO.STARTERS - The next 10-week course starts September 10, and weekly meetings will take place each Wednesday from 8:30 – 11:30 a.m. Registration is now open for the fall session.

Start Up Minot – The free networking event on June 12 featured Melissa Wright, owner of Army's 2.0. At the next event, on Thursday, July 10, attendees will hear from local entrepreneur, Stephanie Houser, who owns and operates The Street and Superior Nutrition. Stephanie is a graduate of the SUM Academy powered by CO.STARTERS.

Task Force 21 – Planning continues for the 14th Annual Nuclear Triad Symposium scheduled for September 26 in Washington DC. Task Force 21 members attended the BUFF Bash '25 at Minot Air Force Base. Work is underway with the Office of Local Defense Community Cooperation and the City of Minot on the Installation Readiness program. MACEDC board chair and Task Force 21 member Ryan Ackerman attended a B52 orientation flight. ND Governor Kelly Armstrong also received an orientation flight. Numerous Change of Command ceremonies took place during this time period.

Women Connect – June 18, the committee gathered to plan for the October 15 signature event presented by Hess. Holly Hoffman, a final contestant on the series *Survivor*, has an inspirational message of not only surviving, but thriving. The South Dakota native provides insight into how her experience can be a lesson for us all.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

July 9	Agribusiness Committee, 12:00 pm, MACEDC conference room
July 10	Start Up Minot Networking Event, 7:30 am, Carnegie Center
July 14	Energy Committee/API Bakken Chapter featuring Jason Swaren, 3:30 pm, Hess Corporation
July 22	Military Day at the Fair, North Dakota State Fair
August 6	Agribusiness Committee, 12:00 pm, MACEDC conference room
August 7	Military Affairs Committee, 12:00 pm, North Central Research Extension Center

Minot Area Chamber EDC Signature Events

July 28	Military Golf Scramble, Beowulf Golf Course
August 5	Dinner on the Prairie, invitation only – contact MACEDC for more information
September 26	Task Force 21 Nuclear Triad Symposium, Washington DC
October 15	Women Connect Fall Event with Holly Hoffman
November 13	Showcase of Business, North Dakota State Fair Center

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

July 11	National Civics Bee State Finals, Bismarck ND
July 14	Minot State Beaver Booster Golf Tournament
July 15	Ward County Commissioners Meeting
July 15	North Dakota Petroleum Council Fishing Derby, 4 Bears Casino and Marina
July 17	North Dakota Petroleum Council Bakken Rocks Cookfest, Alexander ND
July 18	Association of Defense Communities Great American Defense Community presentation
July 21	Minot City Council Meeting
July 26	North Dakota State Fair 4-H Leader Showmanship Event
August 4	Minot City Council Meeting
August 5	Ward County Commissioners Meeting
August 6	EDND/ND Department of Commerce Developer Day
October 7-9	EDND Fall Conference, Minot ND



TO: Mayor
Members of the City Council

FROM: Brittany Thurston, SPHR, CSFS -Sr. HR Generalist, Risk Mgmt. & Workforce Dev.

DATE: August 18th, 2025

SUBJECT: 2026 EMPLOYEE BENEFITS PLAN RENEWAL

I. RECOMMENDED ACTION

- A.** *Approve the 2026 employee health plan renewal with Blue Cross Blue Shield of North Dakota (BCBSND) on the following commercial terms: Plan design Option 1 (\$250 deductible / 80% coinsurance / \$7,000 MOOP), NetResults formulary, \$175,000 specific stop-loss, and fixed administrative pricing at \$72 PEPM (replacing "% of claims").*
- B.** *Approve the 2026 ancillary dental and vision renewals.*
- C.** *Authorize the Acting City Manager to execute the renewal once pre-implementation items are completed (final administrative terms; delivery of specified data files; standard certifications).*

II. DEPARTMENT CONTACT PERSONS

*Tom Joyce, Interim City Manager
David Lakefield, Finance Director
Kelly Beck- HR Director*

III. DESCRIPTION

- 1. Background
The renewal materials present multiple pricing configurations (plan design, formulary, admin pricing, stop-loss).
- 2. Proposed Project
Adopt the following plan renewal configuration:
 - 1. *Plan design: Option 1 - \$250 deductible / 80% coinsurance / \$7,000 MOOP.*
 - 2. *PBM Formulary: NetResults*
 - 3. *Stop-loss: \$175,000 specific.*
 - 4. *Administrative pricing: replace "% of claims" with \$72 PEPM.*
 - *Pre-implementation items: finalize administrative terms; deliver claim-level data files; reconcile fixed fees and retained amounts.*
- 3. Consultant Selection
Brown & Brown continues as benefits consultant. Staff will competitively market administration for plan year 2027 to validate pricing, transparency, and service deliverables.

IV. IMPACT:

- 1. Strategic Impact:
Strengthens fiscal stewardship, transparency, and data access, while preserving service continuity.
- 2. Service/Delivery Impact:

Maintains BCBSND network access and service model while adding stronger utilization management via NetResults.

3. Fiscal Impact:

- *Funding: Health Insurance Fund.*
- *Comparative 2026 total expected cost (annual):*
 - a) *Recommended configuration (Option 1 + NetResults + \$175k specific + \$72 PEPM): \$7,044,742 (+2.9% from 2025 budget)*
 - b) *Intermediate alternatives (150k with NetResults and/or \$72 PEPM): ~\$7.39–\$7.54M (+8.0% to +10.2%).*
 - c) *Key 2026 cost components under the recommended configuration (approximate): Expected claims \$6,198,916; stop-loss premium \$1,098,444; admin fees \$371,520 (@\$72 PEPM); pharmacy rebate credit (assumed) –\$381,057; broker/consulting \$79,722; PCORI ~\$3,231. All estimates are subject to reconciliation.*

V. CITY COUNCIL ASPIRATIONS

Resilient and prepared; Excellent and connected; Dynamic and flourishing. The recommendation enhances fiscal stewardship, data-driven management, and service continuity for employees and their families.

VI. ALTERNATIVES

1. *Adopt 2026 with \$150,000 stop-loss with \$72 PEPM admin and NetResults. **Not Recommended** -Higher cost than recommended, absent an added value offset.*
2. *Move to an alternative TPA/PBM/stop-loss stack for 2026. **Not Recommended** -High disruption risk at this late stage; better suited for a 2027 effective date via formal RFP.*

VII. TIME CONSTRAINTS

Council action is needed to meet budget timelines and renewal processing timelines. Staff require contract documents and datasets prior to implementation to ensure accurate execution.

VIII. LIST OF ATTACHMENTS

- A. *2026 Medical Renewal Presentation (Brown & Brown/BCBSND)*

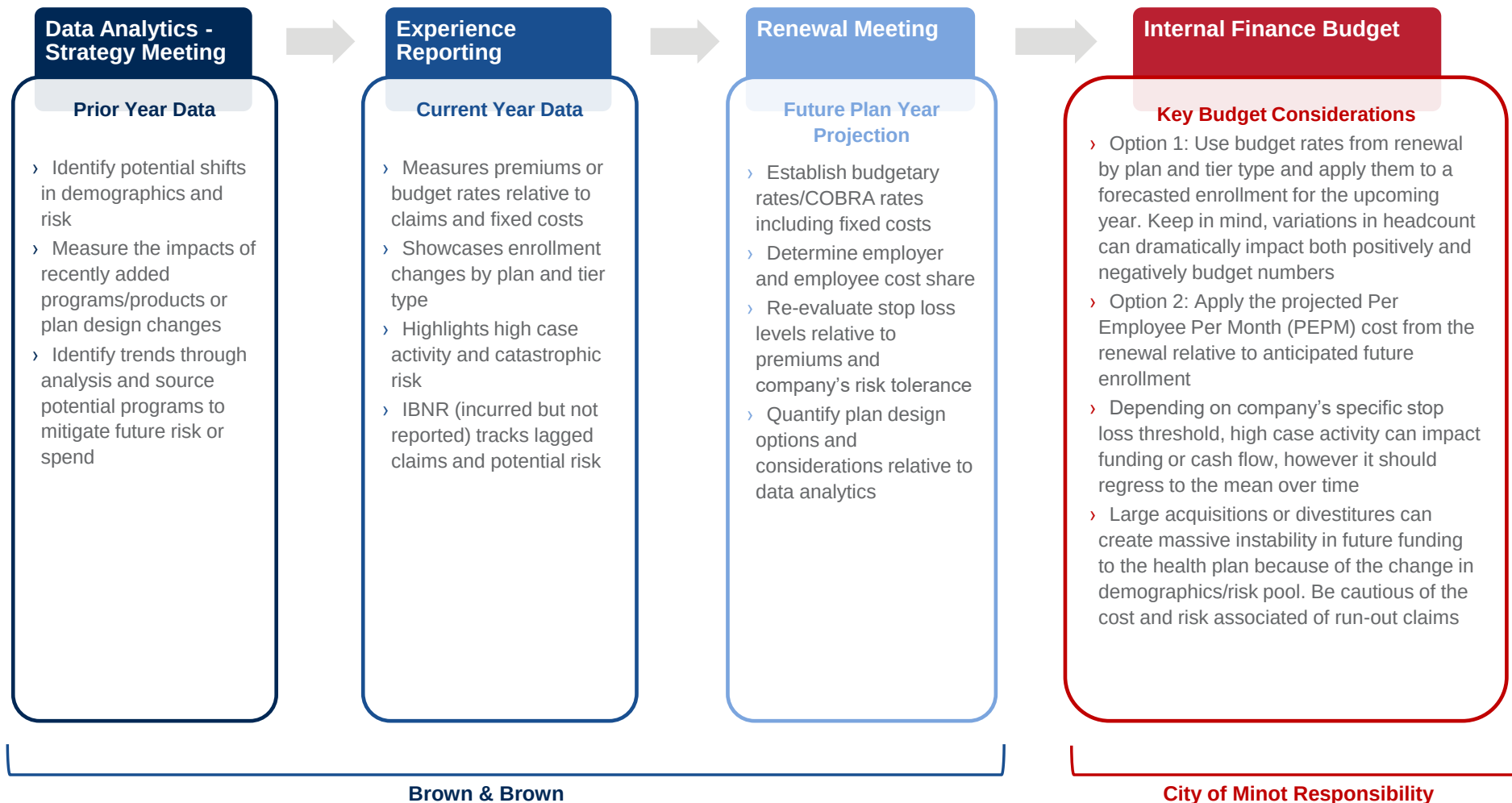


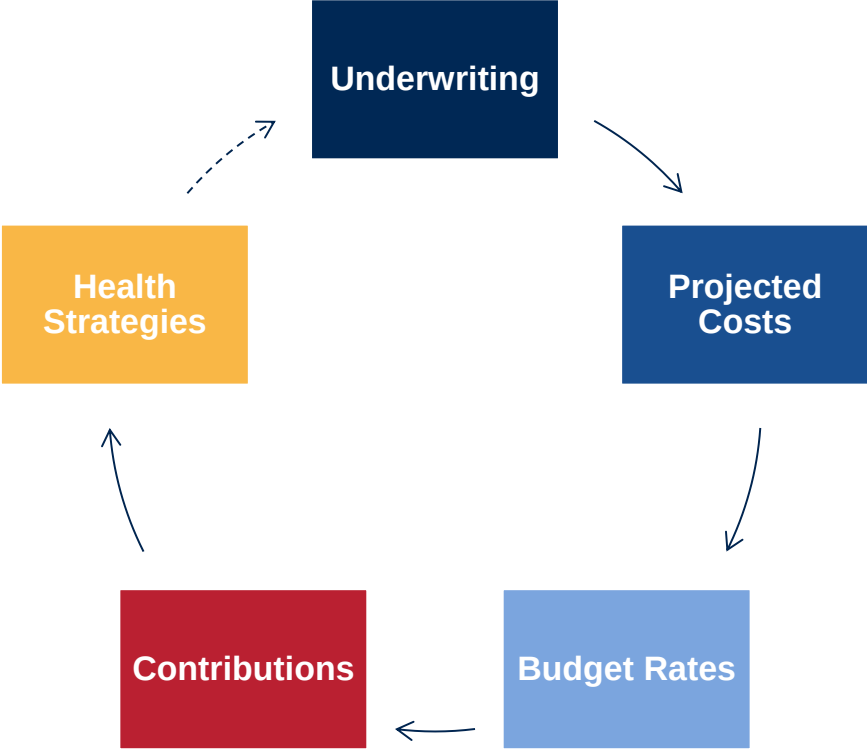
City of Minot

2026 Medical Renewal Summary

August 12, 2025







- Underwriting**
 - Use historical medical and pharmacy claims to project annual claims for the upcoming plan year
- Projected Costs**
 - Add administrative and stop loss fees, as well as other program costs, to the claims projection to determine a total annual cost
- Budget Rates**
 - Divide the total annual cost into budget rates by tier and plan type based on defined rate relationships. This represents the COBRA rates without 2%
- Contributions**
 - Establish baseline monthly contribution cost share between employees and employer
- Health Strategies**
 - Develop wellness incentives based on compliance to allow employees to earn credits/surcharge

City of Minot

Medical Plan Design Options

Medical Benefits

Plan Name

Annual Deductible – Individual
 Annual Deductible – EE + Deps
 Annual Deductible – Family
 Coinsurance
 Annual Out-of-Pocket Limit – Ind.
 Annual Out-of-Pocket Limit – EE + Deps
 Annual Out-of-Pocket Limit – Fam.

Preventive Services

Wellness & Preventative Visits

Physician Services

Telehealth
 Office Visit (Physician/Specialist)
 Diagnostic Lab & X-ray

Hospital Services

Inpatient
 Outpatient

Emergency Services

Urgent Care
 Emergency Room

Prescription Services

Value
 Generic ("Preferred Generic" w/ NetResults)
 Generic ("Non-Preferred Generic" w/ NetResults)
 Formulary ("Preferred Brand" w/ NetResults)
 Non-Formulary ("Non-preferred Brand" w/ NetResults)
 Specialty ("Specialty Preferred" w/ NetResults)
 Specialty ("Specialty Non-preferred" w/ NetResults)

Actuarial Value

Singles Effected by New MOOP
 FAM Effected by New MOOP

Current		Renewal		MHP Compliant Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan	
YourBlue 90 250		YourBlue 90 250		Name TBD	
In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
\$250	\$500	\$250	\$500	\$250	\$500
\$375	\$750	\$375	\$750	\$375	\$750
\$500	\$1,000	\$500	\$1,000	\$500	\$1,000
90%	70%	90%	70%	80%	60%
\$2,250	\$4,500	\$2,250	\$4,500	\$7,000	\$14,000
\$3,375	\$6,750	\$3,375	\$6,750	\$10,500	\$21,000
\$4,500	\$9,000	\$4,500	\$9,000	\$14,000	\$28,000
100%	Not Covered	100%	Not Covered	100%	Not Covered
\$0 copay	Not Covered	\$0 copay	Not Covered	\$0 copay	Not Covered
\$25 copay & 10% Coinsurance	70% after deductible	\$25 copay & 10% Coinsurance	70% after deductible	\$25 copay / \$40 copay	60% after deductible
Included in OV copay	70% after deductible	Included in OV copay	70% after deductible	Included in OV copay	60% after deductible
90% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible
90% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible
\$25 copay & 10% Coinsurance	70% after deductible	\$25 copay & 10% Coinsurance	70% after deductible	\$40 copay	60% after deductible
90% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	
NA		NA		\$5	
\$10 copay		\$10 copay		\$10 copay	
\$10 copay		\$10 copay		Not Covered	
\$10 copay and 20%		\$10 copay and 20%		\$20 copay	
\$10 copay and 50%		\$10 copay and 50%		Not Covered	
Same as three options above		Same as three options above		20% coinsurance	
Same as three options above		Same as three options above		Not Covered	
90.56%		90.56%		86.93%	
				26 or ~10%	
				2 or <1%	

City of Minot

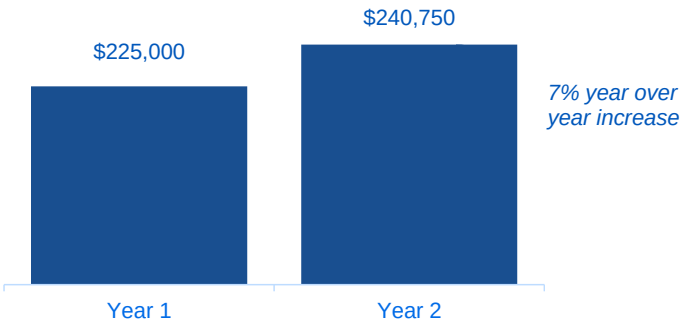
Administrative Services Options (ASO)

	Admin is a % of Claims			Incurred 2025 Claims would still pay as % in 2026
	Current	Renewal	Renewal w/ Alternate Plan	PEPM Option
Medical / Pharmacy Vendors				
Third-Party Administrator	BCBS	BCBS	BCBS	BCBS
Medical Network	BCBS	BCBS	BCBS	BCBS
Pharmacy Benefit Manager	BCBS	BCBS	BCBS	BCBS
Total Enrollment	430	430	430	430
Services Provided	PEPM	PEPM	PEPM	PEPM
Medical Administration % of Claims	6.4%	6.4%	6.4%	\$72.00
Telehealth Program	Included	Included	Included	Included
Telehealth Claims	Included	Included	Included	Included
Rx Administration	Included	Included	Included	Included
Wellbeing Management	Included	Included	Included	Included
Disease Management	Included	Included	Included	Included
Utilization Management	Included	Included	Included	Included
Case Management	Included	Included	Included	Included
Nurse Line	Included	Included	Included	Included
Maternity Management	Included	Included	Included	Included
Stop-loss Interface Fee	Included	Included	Included	Included
FSA Administration	Included	Included	Included	Included
Net Administration Fee	\$69.86	\$76.89	\$73.80	\$72.00
Δ % \$ From Current		10.1% \$7.03	5.6% \$3.95	3.1% \$2.14
Annual Net Administration	\$360,468	\$396,731	\$380,828	\$371,520
Δ % \$ From Current		10.1% \$36,263	5.6% \$20,360	3.1% \$11,052
Rate Guarantee	12/31/2025	12/31/2026	12/31/2026	12/31/2026

Healthcare costs increase year over year due to several factors including new treatments, rising provider charges, and rates of utilization.

This increase, called **trend**, means if a patient were to incur claims one year, then the same claims the next year, those services will cost more.

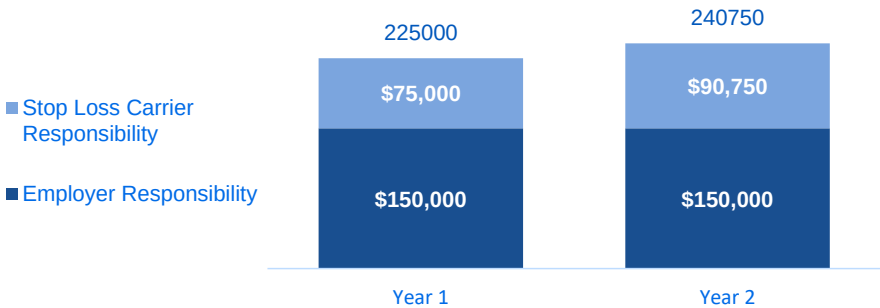
Assuming 7% annual medical trend, a claim totaling \$225,000 one year would increase to \$240,750 in the following year.



In a scenario where a health plan's specific stop loss deductible remains the same year after year, the employer's liability relative to large losses is not impacted by medical trend; rather the stop loss carrier absorbs the entire increase.

When stop loss carriers underwrite a plan, this increased liability, or **leveraged trend**, is taken into consideration.

Using the example above and assuming an employer's specific stop loss deductible remains at \$150,000 in Year 1 and Year 2, the stop loss carrier's liability increases 21% in the second year.



*

	Year 1	Year 2	Change
Employer Responsibility	\$150,000	\$150,000	0%
Stop Loss Carrier Responsibility	\$75,000	\$90,750	21%
Total Claim	\$225,000	\$240,750	7%

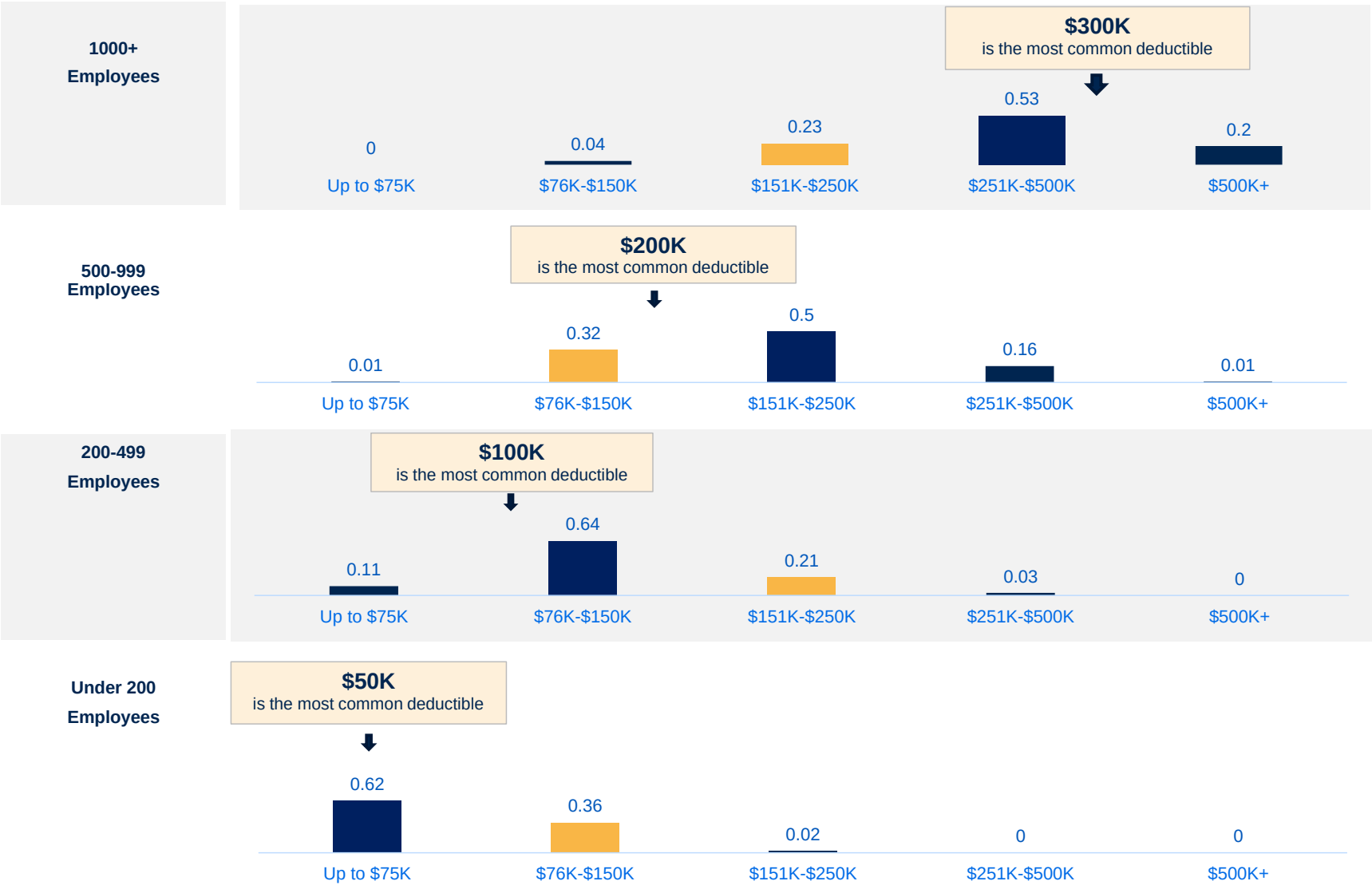
* Illustrative \$225,000 claim with 7% medical trend in year two and Specific Deductible of \$150,000

City of Minot

Average Specific Deductibles by Group Size

City of Minot current enrollment: 430

Current Stop-Loss Threshold: \$150,000



Source: Sun Life book of business data from 2019-2022

City of Minot

Medical Stop-Loss

	Current	Renewal	Option 1 \$175k
Stop-Loss Carrier	BCBS	BCBS	BCBS
Third-Party Administrator	BCBS	BCBS	BCBS
Provider Network	BCBS	BCBS	BCBS
AM Best Rating	Not for profit	Not for profit	Not for profit
Enrollment - EE	240	240	240
Enrollment - ES	21	21	21
Enrollment - EC	74	74	74
Enrollment - FAM	95	95	95
Total Enrollment	430	430	430
Specific Deductible	\$150,000	\$150,000	\$175,000
Specific Contract Basis	Incurred	Incurred	Incurred
Specific Advance Funding	Included	Included	Included
Plan Mirroring	Included	Included	Included
No New Laser at Renewal (NNL)	Yes	Yes	Yes
Rate Cap Guarantee	None	None	None
Experience Reward Provision	None	None	None
Terminal Liability Option	N/A	N/A	N/A
Aggregate Contract Basis	Incurred	Incurred	Incurred
Aggregate Corridor	120%	120%	120%
Aggregate Accommodation	Included	Included	Included
Annual Aggregate Maximum	Unlimited	Unlimited	Unlimited
Run-In Limitation	None	None	None
Claims Required Thru	N/A	N/A	N/A
Current Laser	None	None	None
Claims Factors			
Annual Maximum Claims - EE	\$839.51	\$875.42	\$872.86
Annual Maximum Claims - ES	\$2,182.72	\$2,275.97	\$2,269.43
Annual Maximum Claims - EC	\$1,477.54	\$1,540.61	\$1,536.23
Annual Maximum Claims - FAM	\$2,182.72	\$2,275.97	\$2,269.43
Annual Max. Claims PEPM	\$1,311.66	\$1,367.72	\$1,363.77
Δ % \$ From Current		4.3% \$56.05	4.0% \$52.11
Specific Premium EE	\$131.68	\$157.62	\$136.25
Specific Premium ES	\$342.38	\$409.83	\$354.24
Specific Premium EC	\$231.77	\$277.43	\$239.80
Specific Premium FAM	\$342.38	\$409.83	\$354.24
Premiums			
Stop Loss Premium PEPM	\$205.74	\$246.28	\$212.88
Aggregate Premium PEPM	Included	Included	Included
Annual Stop Loss Premium	\$1,061,643	\$1,270,787	\$1,098,444
Δ % \$ From Current		19.7% \$209,144	3.5% \$36,801

	Medical			Pharmacy			
	Jan 2023 - Dec 2023	Jan 2024 - Dec 2024	Jan 2025 - Jun 2025	Jan 2023 - Dec 2023	Jan 2024 - Dec 2024	Jan 2025 - Jun 2025	
Medical Claims	\$4,056,662	\$3,800,591	\$1,900,722	\$1,679,646	\$1,745,267	\$1,141,686	Rx Claims
Claims in Excess of \$150,000 Per Member	(\$1,180,083)	(\$682,799)	(\$174,537)	-	-	-	n/a
Medallus GLP-1	\$0	\$0	\$0	\$0	\$0	\$51,005	
BlueAlliance (BCBSND Only)	\$4,144	\$3,264	\$2,518	\$0	\$0	\$0	
Medical Claims Less Pooled Credits ¹	\$2,880,723	\$3,121,056	\$1,728,702	\$1,679,646	\$1,745,267	\$1,192,691	Rx Claims
Benefit Adjustment ²	1.000	1.000	1.000	1.000	1.000	1.000	Benefit Adjustment ²
Covid-19 Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Covid-19 Adjustment
Network Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Network Adjustment
COBRA Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	COBRA Adjustment
Demographic Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Demographic Adjustment
Network Lag Disparity Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Network Lag Disparity Adjustment
Network Access Fee Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Network Access Fee Adjustment
Deductible Immaturity Adjustment	1.000	1.000	1.030	1.000	1.000	1.000	Deductible Immaturity Adjustment
Benefit Adjusted Medical Claims	\$2,880,723	\$3,121,056	\$1,780,563	\$1,679,646	\$1,745,267	\$1,192,691	Benefit Adjusted Rx Claims
Member-Months	10,558	11,139	5,636	10,558	11,139	5,636	Member-Months
PMPM	\$272.85	\$280.19	\$315.93	\$159.09	\$156.68	\$211.62	PMPM
Completion Factor ³	1.000	1.000	1.000	1.000	1.000	1.000	Completion Factor ³
Adjusted PMPM	\$272.85	\$280.19	\$315.93	\$159.09	\$156.68	\$211.62	Adjusted PMPM
Trended Months	27	15	6	27	15	6	Trended Months
7.9% Annual Trend	18.7%	10.0%	3.9%	27.5%	14.5%	5.6%	11.4% Annual Trend
Trended Medical Claims	\$323.84	\$308.19	\$328.19	\$202.90	\$179.37	\$223.38	Trended Rx Claims
Incurred to Paid Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	Rebate Adjustment
Projected Medical PMPM	\$323.84	\$308.19	\$328.19	\$202.90	\$179.37	\$223.38	Projected Rx PMPM
Period Weight	20%	30%	50%	20%	30%	50%	Period Weight
Adjusted Membership	2,112	3,342	2,818	2,112	3,342	2,818	Adjusted Membership
Member-Adjusted Period Weight	25.5%	40.4%	34.1%	25.5%	40.4%	34.1%	Member-Adjusted Period Weight
Medical PMPM Claims Projection	\$319.00			\$200.37			Rx PMPM Claims Projection
% of Total PMPM Claims Projection	61.4%			38.6%			% of Total PMPM Claims Projection
Total PMPM Claims Projection	\$519.37						
Current Membership ⁴	931						
Projected Monthly Claims	\$483,533						
Projected Rest of Year Claims	\$2,901,198						
Current Claims Year-to-Date ⁵	\$2,867,871						
Annual Claims Projection	\$5,769,069						
Current Enrollment ⁴	430						
TOTAL PEPM Claims Projection	\$1,118.04						

¹ Claims reflect the removal of high case dollars that exceeded a \$150,000 threshold and the addition of claims liability between the \$150,000 threshold and \$150,000 specific deductible.

² Adjustments made due to any benefit changes within the analysis period.

³ Adjusted claims for immature plan year.

⁴ Enrollment and membership based on data from the most recent month.

⁵ Current eligible claims from the most recent month's reporting package.

City of Minot

Next Year Medical Rx Claims Projection (Paid Claims)

	Medical			Pharmacy			
	Jan 2023 - Dec 2023	Jan 2024 - Dec 2024	Jan 2025 - Jun 2025	Jan 2023 - Dec 2023	Jan 2024 - Dec 2024	Jan 2025 - Jun 2025	
Medical Claims	\$4,056,662	\$3,800,591	\$1,900,722	\$1,679,646	\$1,745,267	\$1,141,686	Rx Claims
Claims in Excess of \$150,000 Per Member	(\$1,180,083)	(\$682,799)	(\$174,537)	-	-	-	n/a
Medallus GLP-1	\$0	\$0	\$0	\$0	\$0	\$51,005	
BlueAlliance (BCBSND Only)	\$4,144	\$3,264	\$2,518	\$0	\$0	\$0	
Medical Claims Less Pooled Credits ¹	\$2,880,723	\$3,121,056	\$1,728,702	\$1,679,646	\$1,745,267	\$1,192,691	Rx Claims
Benefit Adjustment ²	1.000	1.000	1.000	1.000	1.000	1.000	Benefit Adjustment ²
Covid-19 Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Covid-19 Adjustment
Network Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Network Adjustment
COBRA Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	COBRA Adjustment
Demographic Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Demographic Adjustment
Network Lag Disparity Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Network Lag Disparity Adjustment
Network Access Fee Adjustment	1.000	1.000	1.000	1.000	1.000	1.000	Network Access Fee Adjustment
Deductible Immaturity Adjustment	1.000	1.000	1.030	1.000	1.000	1.000	Deductible Immaturity Adjustment
Benefit Adjusted Medical Claims	\$2,880,723	\$3,121,056	\$1,780,563	\$1,679,646	\$1,745,267	\$1,192,691	Benefit Adjusted Rx Claims
Member-Months	10,558	11,139	5,636	10,558	11,139	5,636	Member-Months
PMPM	\$272.85	\$280.19	\$315.93	\$159.09	\$156.68	\$211.62	PMPM
Completion Factor ³	1.000	1.000	1.000	1.000	1.000	1.000	Completion Factor ³
Adjusted PMPM	\$272.85	\$280.19	\$315.93	\$159.09	\$156.68	\$211.62	Adjusted PMPM
Trended Months	36	24	15	36	24	15	Trended Months
7.9% Annual Trend	25.6%	16.4%	10.0%	38.3%	24.1%	14.4%	11.4% Annual Trend
Trended Medical Claims	\$342.77	\$326.21	\$347.39	\$219.95	\$194.44	\$242.15	Trended Rx Claims
Incurred to Paid Adjustment Factor	1.000	1.000	1.000	1.000	1.000	1.000	Rebate Adjustment
Projected Medical PMPM	\$342.77	\$326.21	\$347.39	\$219.95	\$194.44	\$242.15	Projected Rx PMPM
Period Weight	20%	30%	50%	20%	30%	50%	Period Weight
Adjusted Membership	2,112	3,342	2,818	2,112	3,342	2,818	Adjusted Membership
Member-Adjusted Period Weight	25.5%	40.4%	34.1%	25.5%	40.4%	34.1%	Member-Adjusted Period Weight
Medical PMPM Claims Projection	\$337.65			\$217.21			Rx PMPM Claims Projection
% of Total PMPM Claims Projection	60.9%			39.1%			% of Total PMPM Claims Projection
Total PMPM Claims Projection	\$554.86						
Current Membership ⁴	931						
Monthly Claims	\$516,576						
Annual Claims Projection	\$6,198,916						
Current Enrollment ⁴	430						
Total PEPM Claims Projection	\$1,201.34						

¹ Claims reflect the removal of high case dollars that exceeded a \$150,000 threshold and the addition of claims liability between the \$150,000 threshold and \$150,000 specific deductible.

² Adjustments made due to any benefit changes within the analysis period.

³ Adjusted claims for immature plan year.

⁴ Enrollment and membership based on data from the most recent month.

City of Minot

Total Medical Plan Cost Summary

		Current Plan Design									
		\$150k Stop-loss									
		Admin % of Claims		Admin % of Claims							
		2025 Current Budget	2025 ROY Forecast	2026 Renewal	2026 Renewal w/ NetResults	2026 Renewal PEPM Admin	2026 Renewal PEPM Admin	2026 Renewal PEPM Admin and w/ NetResults	2026 Renewal PEPM Admin and w/ NetResults	2026 Renewal PEPM Admin and w/ NetResults	2026 Renewal PEPM Admin and w/ NetResults
Third-Party Administrator		BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
Pharmacy Benefit Manager		BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
Stop-Loss Carrier		BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS	BCBS
Stop-Loss Limit		\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
		PEPM	Annual	PEPM	Annual	PEPM	Annual	PEPM	Annual	PEPM	Annual
Enrollment		430		430		430		430		430	
Expected Claims (Med & Rx)		\$1,059.52	\$5,467,104	\$1,118.04	\$5,769,069	\$1,201.34	\$6,198,916	\$1,201.34	\$6,198,916	\$1,201.34	\$6,198,916
Migration Credit		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Stop-Loss Premium		\$205.74	\$1,061,643	\$205.74	\$1,061,643	\$246.28	\$1,270,787	\$246.28	\$1,270,787	\$246.28	\$1,270,787
Stop-Loss Limit Change Liability		\$19.44	\$100,310	\$19.44	\$100,310	NA	NA	NA	NA	NA	NA
Brown & Brown Consulting Fee		\$15.00	\$77,400	\$15.00	\$77,400	\$15.45	\$79,722	\$15.45	\$79,722	\$15.45	\$79,722
Medical Administrative Fee (% of claims)		\$69.86	\$360,468	\$69.86	\$360,468	\$76.89	\$396,731	\$72.00	\$371,520	\$72.00	\$371,520
Projected NetResults Savings		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
PCORI Fee		\$0.59	\$3,036	\$0.59	\$3,036	\$0.63	\$3,231	\$0.63	\$3,231	\$0.63	\$3,231
Pharmacy Rebates		(\$42.94)	(\$221,546)	(\$73.85)	(\$381,057)	(\$73.85)	(\$381,057)	(\$73.85)	(\$381,057)	(\$73.85)	(\$381,057)
Medical Rebates		(\$0.10)	(\$500)	Nominal	Nominal	Nominal	Nominal	Nominal	Nominal	Nominal	Nominal
Total Expected Cost		\$1,327.12	\$6,847,915	\$1,354.82	\$6,990,869	\$1,466.73	\$7,568,329	\$1,437.66	\$7,418,329	\$1,461.84	\$7,543,119
Δ % From Current Budget				2.1%	2.1%	10.5%	10.5%	8.3%	8.3%	10.2%	10.2%
Δ \$ From Current Budget				\$27.70	\$142,954	\$139.62	\$720,414	\$110.55	\$570,414	\$134.73	\$695,203
Δ % Total Expected Cost Difference From Renewal								-2.0%	-2.0%	-0.3%	-0.3%
Δ \$ Total Expected Cost Difference From Renewal								(\$29.07)	(\$150,000)	(\$4.89)	(\$25,211)

(1) 2022 claims projections developed by Brown & Brown

City of Minot
Total Medical Plan Cost Summary

				Current Plan Design									
				\$175k Stop-loss									
				Admin % of Claims		Admin % of Claims		Admin % of Claims					
				Admin % of Claims		Admin % of Claims		Admin % of Claims					
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(1) 2022 claims projections developed by Brown & Brown

Total Medical Plan Cost Summary

(1) 2022 claims projections developed by Brown & Brown

City of Minot

Total Medical Plan Cost Summary

				New Plan Design											
				\$175k Stop-loss											
				Admin % of Claims		Admin % of Claims		Admin % of Claims							
				2025 Current Budget		2025 ROY Forecast		2026 Renewal		Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ \$175k stop-loss		Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ PEPM Admin & \$175k stop-loss		Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ NetResults & PEPM Admin & \$175k stop-loss	
Third-Party Administrator	BCBS			BCBS			BCBS			BCBS			BCBS		
Pharmacy Benefit Manager	BCBS			BCBS			BCBS			BCBS			BCBS		
Stop-Loss Carrier	BCBS			BCBS			BCBS			BCBS			BCBS		
Stop-Loss Limit	\$150,000			\$150,000			\$150,000			\$175,000			\$175,000		
				PEPM Annual		PEPM Annual		PEPM Annual		PEPM Annual		PEPM Annual		PEPM Annual	
Enrollment	430			430			430			430			430		
Expected Claims (Med & Rx)	\$1,059.52	\$5,467,104		\$1,118.04	\$5,769,069		\$1,201.34	\$6,198,916		\$1,153.19	\$5,950,439		\$1,153.19	\$5,950,439	
Migration Credit	NA	NA		NA	NA		NA	NA		(\$1.59)	(\$8,224)		(\$1.59)	(\$8,224)	
Stop-Loss Premium	\$205.74	\$1,061,643		\$205.74	\$1,061,643		\$246.28	\$1,270,787		\$212.88	\$1,098,444		\$212.88	\$1,098,444	
Stop-Loss Limit Change Liability	\$19.44	\$100,310		\$19.44	\$100,310		NA	NA		\$15.63	\$80,666		\$15.63	\$80,666	
Brown & Brown Consulting Fee	\$15.00	\$77,400		\$15.00	\$77,400		\$15.45	\$79,722		\$15.45	\$79,722		\$15.45	\$79,722	
Medical Administrative Fee (% of claims)	\$69.86	\$360,468		\$69.86	\$360,468		\$76.89	\$396,731		\$74.80	\$385,991		\$74.80	\$385,991	
Projected NetResults Savings	NA	NA		NA	NA		NA	NA		NA	NA		NA	NA	
PCORI Fee	\$0.59	\$3,036		\$0.59	\$3,036		\$0.63	\$3,231		\$0.63	\$3,231		\$0.63	\$3,231	
Pharmacy Rebates	(\$42.94)	(\$221,546)		(\$73.85)	(\$381,057)		(\$73.85)	(\$381,057)		(\$73.85)	(\$381,057)		(\$73.85)	(\$381,057)	
Medical Rebates	(\$0.10)	(\$500)		Nominal	Nominal		Nominal	Nominal		Nominal	Nominal		Nominal	Nominal	
Total Expected Cost	\$1,327.12	\$6,847,915		\$1,354.82	\$6,990,869		\$1,466.73	\$7,568,329		\$1,397.13	\$7,209,213		\$1,368.06	\$7,059,213	
Δ % From Current Budget				2.1%	2.1%		10.5%	10.5%		5.3%	5.3%		3.1%	3.1%	
Δ \$ From Current Budget				\$27.70	\$142,954		\$139.62	\$720,414		\$70.02	\$361,297		\$40.95	\$211,297	
Δ % Total Expected Cost Difference From Renewal										-4.7%	-4.7%		-6.7%	-6.7%	
Δ \$ Total Expected Cost Difference From Renewal										(\$69.60)	(\$359,117)		(\$98.67)	(\$509,117)	

(1) 2022 claims projections developed by Brown & Brown

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,568,329				10.5%				\$720,414			
Total Employee Annual Contribution	\$654,367				\$723,207				10.5%				\$68,841			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,845,122				10.5%				\$651,573			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$938.76	\$2,440.77	\$1,652.21	\$2,440.77	10.5%	10.5%	10.5%	10.5%	\$89.36	\$232.33	\$157.27	\$232.33
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$435.83	\$131.19	\$435.83	10.5%	10.5%	10.5%	10.5%	\$0.00	\$41.49	\$12.49	\$41.49
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$938.75	\$2,004.93	\$1,521.02	\$2,004.93	10.5%	10.5%	10.5%	10.5%	\$89.36	\$190.85	\$144.78	\$190.85

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal w/ NetResults				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,418,329				8.3%				\$570,414			
Total Employee Annual Contribution	\$654,367				\$708,874				8.3%				\$54,507			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,709,456				8.3%				\$515,907			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$920.15	\$2,392.39	\$1,619.46	\$2,392.39	8.3%	8.3%	8.3%	8.3%	\$70.75	\$183.96	\$124.52	\$183.96
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$427.20	\$128.59	\$427.20	8.3%	8.3%	8.3%	8.3%	\$0.00	\$32.85	\$9.89	\$32.85
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$920.14	\$1,965.20	\$1,490.88	\$1,965.20	8.3%	8.3%	8.3%	8.3%	\$70.75	\$151.11	\$114.64	\$151.11

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal PEPM Admin				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,543,119				10.2%				\$695,203			
Total Employee Annual Contribution	\$654,367				\$720,798				10.2%				\$66,432			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,822,321				10.2%				\$628,772			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$935.63	\$2,432.64	\$1,646.71	\$2,432.64	10.2%	10.2%	10.2%	10.2%	\$86.23	\$224.20	\$151.77	\$224.20
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$434.38	\$130.75	\$434.38	10.2%	10.2%	10.2%	10.2%	\$0.00	\$40.03	\$12.05	\$40.03
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$935.62	\$1,998.25	\$1,515.96	\$1,998.25	10.2%	10.2%	10.2%	10.2%	\$86.23	\$184.17	\$139.72	\$184.17

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal PEPM Admin and w/ NetResults				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,393,119				8.0%				\$545,203			
Total Employee Annual Contribution	\$654,367				\$706,465				8.0%				\$52,098			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,686,654				8.0%				\$493,105			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$917.02	\$2,384.26	\$1,613.96	\$2,384.26	8.0%	8.0%	8.0%	8.0%	\$67.63	\$175.83	\$119.02	\$175.83
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$425.74	\$128.15	\$425.74	8.0%	8.0%	8.0%	8.0%	\$0.00	\$31.40	\$9.45	\$31.40
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$917.01	\$1,958.52	\$1,485.81	\$1,958.52	8.0%	8.0%	8.0%	8.0%	\$67.62	\$144.43	\$109.57	\$144.43

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 w/ \$175k stop-loss				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,481,816				9.3%				\$633,900			
Total Employee Annual Contribution	\$654,367				\$714,940				9.3%				\$60,574			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,766,875				9.3%				\$573,327			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$928.03	\$2,412.87	\$1,633.32	\$2,412.87	9.3%	9.3%	9.3%	9.3%	\$78.63	\$204.43	\$138.38	\$204.43
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$430.85	\$129.69	\$430.85	9.3%	9.3%	9.3%	9.3%	\$0.00	\$36.50	\$10.99	\$36.50
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$928.02	\$1,982.01	\$1,503.63	\$1,982.01	9.3%	9.3%	9.3%	9.3%	\$78.63	\$167.93	\$127.40	\$167.93

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal w/ \$175k stop-loss & NetResults				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,331,816				7.1%				\$483,900			
Total Employee Annual Contribution	\$654,367				\$700,607				7.1%				\$46,240			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,631,209				7.1%				\$437,660			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$909.42	\$2,364.49	\$1,600.58	\$2,364.49	7.1%	7.1%	7.1%	7.1%	\$60.02	\$156.06	\$105.64	\$156.06
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$422.21	\$127.09	\$422.21	7.1%	7.1%	7.1%	7.1%	\$0.00	\$27.87	\$8.39	\$27.87
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$909.41	\$1,942.28	\$1,473.49	\$1,942.28	7.1%	7.1%	7.1%	7.1%	\$60.02	\$128.19	\$97.25	\$128.19

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal w/ \$175k stop-loss & PEPM Admin				% Change				\$ Change							
Total Annual Contribution	\$6,847,915				\$7,451,442				8.8%				\$603,527							
Total Employee Annual Contribution	\$654,367				\$712,038				8.8%				\$57,671							
Total Employee Annual Contribution %	9.6%				9.6%															
Total ER Annual Contribution	\$6,193,549				\$6,739,405				8.8%				\$545,856							
Total ER Annual Contribution %	90.4%				90.4%															
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change							
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM				
Enrollment	240	21	74	95	240	21	74	95												
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$924.26	\$2,403.07	\$1,626.69	\$2,403.07	8.8%	8.8%	8.8%	8.8%	\$74.86	\$194.64	\$131.75	\$194.64				
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$429.10	\$129.16	\$429.10	8.8%	8.8%	8.8%	8.8%	\$0.00	\$34.76	\$10.46	\$34.76				
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$924.25	\$1,973.97	\$1,497.53	\$1,973.97	8.8%	8.8%	8.8%	8.8%	\$74.86	\$159.88	\$121.29	\$159.88				

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				2026 Renewal w/ \$175k stop-loss, PEPM Admin and w/ NetResults				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,301,442				6.6%				\$453,527			
Total Employee Annual Contribution	\$654,367				\$697,704				6.6%				\$43,338			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,603,738				6.6%				\$410,189			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$905.65	\$2,354.70	\$1,593.95	\$2,354.70	6.6%	6.6%	6.6%	6.6%	\$56.25	\$146.26	\$99.01	\$146.26
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$420.46	\$126.56	\$420.46	6.6%	6.6%	6.6%	6.6%	\$0.00	\$26.12	\$7.86	\$26.12
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$905.64	\$1,934.23	\$1,467.38	\$1,934.23	6.6%	6.6%	6.6%	6.6%	\$56.25	\$120.14	\$91.15	\$120.14

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,295,726				6.5%				\$447,811			
Total Employee Annual Contribution	\$654,367				\$697,158				6.5%				\$42,791			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,598,568				6.5%				\$405,019			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$904.94	\$2,352.85	\$1,592.70	\$2,352.85	6.5%	6.5%	6.5%	6.5%	\$55.55	\$144.42	\$97.76	\$144.42
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$420.14	\$126.46	\$420.14	6.5%	6.5%	6.5%	6.5%	\$0.00	\$25.79	\$7.76	\$25.79
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$904.93	\$1,932.72	\$1,466.24	\$1,932.72	6.5%	6.5%	6.5%	6.5%	\$55.54	\$118.63	\$90.00	\$118.63

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ NetResults				% Change				\$ Change							
Total Annual Contribution	\$6,847,915				\$7,145,726				4.3%				\$297,811							
Total Employee Annual Contribution	\$654,367				\$682,825				4.3%				\$28,458							
Total Employee Annual Contribution %	9.6%				9.6%															
Total ER Annual Contribution	\$6,193,549				\$6,462,902				4.3%				\$269,353							
Total ER Annual Contribution %	90.4%				90.4%															
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change							
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM				
Enrollment	240	21	74	95	240	21	74	95												
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$886.34	\$2,304.48	\$1,559.95	\$2,304.48	4.3%	4.3%	4.3%	4.3%	\$36.94	\$96.04	\$65.01	\$96.04				
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$411.50	\$123.86	\$411.50	4.3%	4.3%	4.3%	4.3%	\$0.00	\$17.15	\$5.16	\$17.15				
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$886.33	\$1,892.98	\$1,436.09	\$1,892.98	4.3%	4.3%	4.3%	4.3%	\$36.94	\$78.89	\$59.85	\$78.89				

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ PEPM Admin				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,286,418				6.4%				\$438,503			
Total Employee Annual Contribution	\$654,367				\$696,269				6.4%				\$41,902			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,590,150				6.4%				\$396,601			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$903.79	\$2,349.85	\$1,590.67	\$2,349.85	6.4%	6.4%	6.4%	6.4%	\$54.39	\$141.42	\$95.73	\$141.42
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$419.60	\$126.30	\$419.60	6.4%	6.4%	6.4%	6.4%	\$0.00	\$25.25	\$7.60	\$25.25
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$903.78	\$1,930.25	\$1,464.37	\$1,930.25	6.4%	6.4%	6.4%	6.4%	\$54.39	\$116.16	\$88.13	\$116.16

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ NetResults & PEPM Admin				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,136,418				4.2%				\$288,503			
Total Employee Annual Contribution	\$654,367				\$681,935				4.2%				\$27,568			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,454,483				4.2%				\$260,934			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$885.18	\$2,301.48	\$1,557.92	\$2,301.48	4.2%	4.2%	4.2%	4.2%	\$35.79	\$93.04	\$62.98	\$93.04
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$410.96	\$123.70	\$410.96	4.2%	4.2%	4.2%	4.2%	\$0.00	\$16.61	\$5.00	\$16.61
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$885.17	\$1,890.51	\$1,434.22	\$1,890.51	4.2%	4.2%	4.2%	4.2%	\$35.78	\$76.43	\$57.98	\$76.43

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ \$175k stop-loss				% Change				\$ Change							
Total Annual Contribution	\$6,847,915				\$7,209,213				5.3%				\$361,297							
Total Employee Annual Contribution	\$654,367				\$688,891				5.3%				\$34,525							
Total Employee Annual Contribution %	9.6%				9.6%															
Total ER Annual Contribution	\$6,193,549				\$6,520,322				5.3%				\$326,773							
Total ER Annual Contribution %	90.4%				90.4%															
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change							
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM				
Enrollment	240	21	74	95	240	21	74	95												
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$894.21	\$2,324.95	\$1,573.81	\$2,324.95	5.3%	5.3%	5.3%	5.3%	\$44.81	\$116.52	\$78.87	\$116.52				
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$415.15	\$124.96	\$415.15	5.3%	5.3%	5.3%	5.3%	\$0.00	\$20.81	\$6.26	\$20.81				
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$894.20	\$1,909.80	\$1,448.85	\$1,909.80	5.3%	5.3%	5.3%	5.3%	\$44.81	\$95.71	\$72.61	\$95.71				

City of Minot
Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ NetResults & \$175k stop-loss				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,059,213				3.1%				\$211,297			
Total Employee Annual Contribution	\$654,367				\$674,558				3.1%				\$20,191			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,384,655				3.1%				\$191,106			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$875.61	\$2,276.58	\$1,541.07	\$2,276.58	3.1%	3.1%	3.1%	3.1%	\$26.21	\$68.14	\$46.13	\$68.14
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$406.52	\$122.36	\$406.52	3.1%	3.1%	3.1%	3.1%	\$0.00	\$12.17	\$3.66	\$12.17
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$875.60	\$1,870.06	\$1,418.70	\$1,870.06	3.1%	3.1%	3.1%	3.1%	\$26.21	\$55.97	\$42.46	\$55.97

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ PEPM Admin & \$175k stop-loss				% Change				\$ Change			
Total Annual Contribution	\$6,847,915				\$7,194,742				5.1%				\$346,827			
Total Employee Annual Contribution	\$654,367				\$687,508				5.1%				\$33,142			
Total Employee Annual Contribution %	9.6%				9.6%											
Total ER Annual Contribution	\$6,193,549				\$6,507,234				5.1%				\$313,685			
Total ER Annual Contribution %	90.4%				90.4%											
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change			
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM
Enrollment	240	21	74	95	240	21	74	95								
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$892.42	\$2,320.29	\$1,570.65	\$2,320.29	5.1%	5.1%	5.1%	5.1%	\$43.02	\$111.85	\$75.71	\$111.85
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$414.32	\$124.71	\$414.32	5.1%	5.1%	5.1%	5.1%	\$0.00	\$19.97	\$6.01	\$19.97
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$892.41	\$1,905.97	\$1,445.94	\$1,905.97	5.1%	5.1%	5.1%	5.1%	\$43.02	\$91.88	\$69.70	\$91.88

City of Minot

Medical Rate Alignment Contributions

	2025 Current Budget Rates w/ Current Enrollment				Proposed Option 1 \$250 / 80% / \$7,000 Traditional Plan w/ NetResults & PEPM Admin & \$175k				% Change				\$ Change							
Total Annual Contribution	\$6,847,915				\$7,044,742				2.9%				\$196,827							
Total Employee Annual Contribution	\$654,367				\$673,175				2.9%				\$18,808							
Total Employee Annual Contribution %	9.6%				9.6%															
Total ER Annual Contribution	\$6,193,549				\$6,371,567				2.9%				\$178,018							
Total ER Annual Contribution %	90.4%				90.4%															
	YourBlue 90 250				YourBlue 90 250				% Change				\$ Change							
	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM	EE	ES	EC	FAM				
Enrollment	240	21	74	95	240	21	74	95												
Monthly Budget Rate	\$849.40	\$2,208.43	\$1,494.94	\$2,208.43	\$873.81	\$2,271.91	\$1,537.91	\$2,271.91	2.9%	2.9%	2.9%	2.9%	\$24.41	\$63.48	\$42.97	\$63.48				
Monthly Employee Contribution	\$0.01	\$394.35	\$118.70	\$394.35	\$0.01	\$405.68	\$122.11	\$405.68	2.9%	2.9%	2.9%	2.9%	\$0.00	\$11.33	\$3.41	\$11.33				
ER Contribution	\$849.39	\$1,814.09	\$1,376.24	\$1,814.09	\$873.80	\$1,866.23	\$1,415.80	\$1,866.23	2.9%	2.9%	2.9%	2.9%	\$24.41	\$52.14	\$39.56	\$52.14				

City of Minot

2025 Ancillary Renewal Summary

August 12, 2025



City of Minot

2026 Dental Claims Projection (Paid Claims)

	Dental		
	Jan 2023 - Dec 2023	Jan 2024 - Dec 2024	Jan 2025 - Jun 2025
Dental Claims	\$294,018	\$299,263	\$168,396
Dental Claims Net	\$294,018	\$299,263	\$168,396
Benefit Adjustment ²	1.000	1.000	1.000
Covid-19 Adjustment	1.000	1.000	1.000
Network Adjustment	1.000	1.000	1.000
COBRA Adjustment	1.000	1.000	1.000
Demographic Adjustment	1.000	1.000	1.000
Network Lag Disparity Adjustment	1.000	1.000	1.000
Network Access Fee Adjustment	1.000	1.000	1.000
Deductible Immaturity Adjustment	1.000	1.000	1.030
Benefit Adjusted Medical Claims	\$294,018	\$299,263	\$173,448
Member-Months	8,871	9,807	5,193
PMPM	\$33.14	\$30.52	\$33.40
Completion Factor ³	1.000	1.000	1.000
Adjusted PMPM	\$33.14	\$30.52	\$33.40
Trended Months	39	27	15
4.5% Annual Trend	15.4%	10.4%	5.7%
Trended Medical Claims	\$38.24	\$33.69	\$35.29
Incurred to Paid Adjustment Factor	1.000	1.000	1.000
Projected Medical PMPM	\$38.24	\$33.69	\$35.29
Period Weight	20%	30%	50%
Adjusted Membership	1,774	2,942	2,597
Member-Adjusted Period Weight	24.3%	40.2%	35.5%
Dental PMPM Claims Projection	\$35.36		
% of Total PMPM Claims Projection	100.0%		
Admin increased from 8.4% to 9.2% of claims			
Total PMPM Claims Projection	\$35.36		
Current Membership ⁴	855		
Monthly Claims	\$30,235		
Annual Claims Projection	\$362,824		
Current Enrollment ⁴	343		
Total PEPM Claims Projection	\$88.15		
Administration & Commission	\$10.11		
Total PEPM Projection	\$98.26		
Total Dental Cost	\$404,436		
Total Dental Cost Increase	-3.9%	(\$16,466)	

Carrier
AM Best Rating
Funding Type
Total Enrollment

Plan Name

Deductibles

Annual Deductible – Ind.
Annual Deductible – Family
Annual Plan Maximum

Dental Services

Exams
Cleanings
X-rays
Basic Filling
Oral Surgery
Endodontics
Periodontics
Crowns
Bridges
Dentures
Implants

Orthodontics

Orthodontics
Lifetime OrthoMax
Orthodontics Age

Tiers and Enrollment

Employee Only
Employee + Spouse
Employee + Children
Employee + Family
Enrollment
Monthly Costs

Total Annual Benefit Cost

▲ % | \$ From Current

Rate Guarantee

Current	
BCBSND	
Not for Profit	
Self-Funded	
343	

BlueDental Elite+ 50 1500	BlueDental Elite 50 1500
Deductibles	
\$50	\$50
\$100	\$100
\$1,500	\$1,500
Dental Services	
100% Co-insurance	100% Co-insurance
100% Co-insurance	100% Co-insurance
100% Co-insurance	100% Co-insurance
80% Co-insurance	80% Co-insurance
80%/50% (Simple/Complex)	80%/50% (Simple/Complex)
80% Co-insurance	80% Co-insurance
80% Co-insurance	80% Co-insurance
50% Co-insurance	50% Co-insurance
50% Co-insurance	50% Co-insurance
50% Co-insurance	50% Co-insurance
50% Co-insurance	50% Co-insurance
Orthodontics	
NA	50% Co-insurance
NA	\$2,000
NA	No Age Restrictions

Count	Premium	Count	Premium
24	\$48.14	134	\$58.51
2	\$120.64	21	\$149.35
15	\$120.64	30	\$149.35
37	\$120.64	80	\$149.35
78		265	
\$7,670		\$27,405	

\$420,901

12/31/2025

Renewal	
BCBSND	
Not for Profit	
Self-Funded	
343	

BlueDental Elite+ 50 1500	BlueDental Elite 50 1500
Deductibles	
\$50	\$50
\$100	\$100
\$1,500	\$1,500
Dental Services	
100% Co-insurance	100% Co-insurance
100% Co-insurance	100% Co-insurance
100% Co-insurance	100% Co-insurance
80% Co-insurance	80% Co-insurance
80%/50% (Simple/Complex)	80%/50% (Simple/Complex)
80% Co-insurance	80% Co-insurance
80% Co-insurance	80% Co-insurance
50% Co-insurance	50% Co-insurance
50% Co-insurance	50% Co-insurance
50% Co-insurance	50% Co-insurance
50% Co-insurance	50% Co-insurance
Orthodontics	
NA	50% Co-insurance
NA	\$2,000
NA	No Age Restrictions

Count	Premium	Count	Premium
24	\$48.14	134	\$58.51
2	\$120.64	21	\$149.35
15	\$120.64	30	\$149.35
37	\$120.64	80	\$149.35
78		265	
\$7,670		\$27,405	

\$420,901

0.0% | \$0

12/31/2026

City of Minot

2026 Vision Claims Projection (Paid Claims)

	Vision		
	Jan 2023 - Dec 2023	Jan 2024 - Dec 2024	Jan 2025 - Jun 2025
Vision Claims	\$39,253	\$37,764	\$21,126
Vision Claims Net	\$39,253	\$37,764	\$21,126
Benefit Adjustment ²	1.000	1.000	1.000
Covid-19 Adjustment	1.000	1.000	1.000
Network Adjustment	1.000	1.000	1.000
COBRA Adjustment	1.000	1.000	1.000
Demographic Adjustment	1.000	1.000	1.000
Network Lag Disparity Adjustment	1.000	1.000	1.000
Network Access Fee Adjustment	1.000	1.000	1.000
Deductible Immaturity Adjustment	1.000	1.000	1.030
Benefit Adjusted Medical Claims	\$39,253	\$37,764	\$21,760
Member-Months	6,968	7,815	4,281
PMPM	\$5.63	\$4.83	\$5.08
Completion Factor ³	1.000	1.000	1.000
Adjusted PMPM	\$5.63	\$4.83	\$5.08
Trended Months	39	27	15
2.8% Annual Trend	9.4%	6.4%	3.5%
Trended Medical Claims	\$6.16	\$5.14	\$5.26
Incurred to Paid Adjustment Factor	1.000	1.000	1.000
Projected Medical PMPM	\$6.16	\$5.14	\$5.26
Period Weight	20%	30%	50%
Adjusted Membership	1,394	2,345	2,141
Member-Adjusted Period Weight	23.7%	39.9%	36.4%
Vision PMPM Claims Projection	\$5.43		
% of Total PMPM Claims Projection	100.0%		
Admin increased from 8.4% to 9.2% of claims			
Total PMPM Claims Projection	\$5.43		
Current Membership ⁴	708		
Monthly Claims	\$3,843		
Annual Claims Projection	\$46,111		
Current Enrollment ⁴	289		
Total PEPM Claims Projection	\$13.30		
Administration & Commission	\$2.22		
Total PEPM Projection	\$15.52		
Total Vision Cost	\$53,821		
Total Vision Cost Increase	-15.2%	(\$9,649)	

	Current	Renewal
Carrier	BCBSND	BCBSND
AM Best Rating	Not for Profit	Not for Profit
Funding Type	Self-Funded	Self-Funded
Enrollment	289	289
Benefit Frequency		
Exam	12 Months / 12 Months	12 Months / 12 Months
Frames	24 Months / 24 Months	24 Months / 24 Months
Lenses	12 Months / 12 Months	12 Months / 12 Months
Contacts (in Lieu of gl.)	12 Months / 12 Months	12 Months / 12 Months
Plan Provisions		
Eye Exam	\$10 Copay / Up to \$60	\$10 Copay / Up to \$60
Single Vision Lenses	\$25 Copay / Up to \$50	\$25 Copay / Up to \$50
Bifocal Lenses	\$25 Copay / Up to \$75	\$25 Copay / Up to \$75
Trifocal Lenses	\$25 Copay / Up to \$100	\$25 Copay / Up to \$100
Basic Progressive Lenses	\$25 Copay / Up to \$75	\$25 Copay / Up to \$75
Contacts - Elective	\$60 Copay - \$150 Allowance InNet / Up to \$135 OON	\$60 Copay - \$150 Allowance InNet / Up to \$135 OON
Contacts Necessary	\$0 / up to \$320	\$0 / up to \$320
Photochromic	Not Covered / Not Covered	Not Covered / Not Covered
Frames		
Coverage Allowance	\$225 Allow. / Up to \$98 Allow.	\$225 Allow. / Up to \$98 Allow.
Coverage Above Allowance	None / None	None / None
Corrective Vision Services	Discounts Available	Discounts Available
Tiers and Enrollment	Count Premium	Count Premium
Employee Only	135 \$10.82	135 \$10.82
Employee + Spouse	14 \$24.86	14 \$24.86
Employee + Children	43 \$24.86	43 \$24.86
Employee + Family	97 \$24.86	97 \$24.86
Monthly Costs	\$5,289	\$5,289
Total Annual Plan Cost	\$63,470	\$63,470
Δ % \$ From Current		0.0% \$0
Rate Guarantee	12/31/2025	12/31/2026

EMPLOYEE BENEFITS PROPOSAL & COMPENSATION DISCLOSURES

The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.
The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.
If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Brown & Brown, Inc.
This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.
This presentation is the proprietary work product of Brown & Brown, Inc. and is not authorized for further use or distribution
All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.
Brown & Brown, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.
Brown & Brown, Inc. representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health legislation and regulations. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.
The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.
Failure to adhere to provisions of the Affordable Care Act (such as the employer shared responsibility payments, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your (Profit Center Name) representative at any time.
You are required to comply with Affordable Care Act's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.
Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the applicable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at (801) 505-6500 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

GENERAL RATING GUIDE

Table with 2 main sections: Financial Strength Rating and Financial Size Category (in Thousands). The first section lists ratings from A++ to S with qualitative descriptions. The second section lists classes from I to XV with numerical ranges.

STANDARD COMPENSATION DISCLOSURE

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.
If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.
Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 800-700-3324 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/

On August 4, 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, a NAWS Authority meeting, the Family Shelter Ribbon Cutting, a Military Welcome Center discussion at the Airport, and the 5th Bomb Wing Quarterly Awards.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. Lance Meyer discussed with the City Council the process of using funds saved to support backlog of street maintenance.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

CONSENT ITEMS

The motion to approve consent items 5.1-5.12 and 5.14 with staff recommended action 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.

CITY COUNCIL MINUTES – Approve the minutes of the July 21, 2025, Special City Council meeting and July 21, 2025, Regular City Council meeting.

ORDINANCES - 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

ADMINISTRATIVE APPROVALS - 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 Ebenezer'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 Bootleggrz (515 20th Ave SE Ste 2B).

BILLS, TRANSFERS, & PAYROLL – 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.

ACME TOOLS	\$41.98	305716	DAKOTA FENCE	\$1,595.00	305882
ADAPCO, INC.	\$103,221.20	305717	DAKOTA FIRE EXTINGUISHER	\$104.53	305883
ADVANCED BUSINESS METHODS	\$1,328.09	305718	DAKOTA FLUID MOTION, LLC	\$915.00	305884
AMERICAN WELDING & GAS, INC.	\$2,759.85	305719	DAKOTA FLUID POWER, INC.	\$5,276.72	305885
APH/AUTO VALUE	\$1,282.69	305720	DAKOTALAND AUTOGLASS	\$280.00	305886
ARFF SPECIALISTS, LLC	\$1,800.00	305721	DAN PASIVE & MADISON MCCLOUD	\$193.33	305887
BECHTOLD PAVING	\$202,051.14	305722	DAVIDSON CONSTRUCTION	\$17,375.00	305888
BLAKE MEYER	\$300.00	305723	DECOMM VENTURES, LP	\$570.00	305889
BOLTON & MENK, INC	\$33,901.40	305724	DIG IT UP BACKHOE SERVICE	\$488,640.94	305890
BORDER STATES INDUSTRIES, INC.	\$2,198.71	305725	DR. ANTHONY TATMAN	\$50.00	305891
CDM SMITH	\$104,006.00	305726	EAPC	\$4,028.90	305892
CENTRAL NETWORK RETAIL GROUP LLC	\$30.57	305779	ECOLAB PEST ELIMINATION DIVISION	\$268.62	305893
CITY OF MINOT	\$150.00	305792	EIDE BAILLY LLP	\$6,300.00	305894
CUSTOMS AND BORDER PROTECTION	\$3,142.00	305727	ELDORADO NATIONAL - CALIFORNIA	\$1,000.25	305895
DAKOTA FLUID POWER, INC.	\$499.59	305728	Andrew Roach	\$306.00	305896
DARYLE E LORENZ JR	\$6,350.00	305732	Belinda Gladback	\$142.80	305897
DAVID CLUEVER	\$300.00	305729	Chuck Schmidt	\$264.00	305898
DECOMM VENTURES, LP	\$2,400.00	305730	Destiny Bickell	\$16.24	305899
DOMESTIC VIOLENCE CRISIS CENTER	\$695.60	305731	Jacob Lentz	\$764.00	305900
ECOLAB PEST ELIMINATION DIVISION	\$587.37	305733	Jaqueline Lausch	\$408.00	305901
EDGEVIEW NORTH CONDOMINIUMS, LLC	\$300.00	305734	Jessica Long	\$252.00	305902
EIDE BAILLY LLP	\$25,635.00	305735	Joshua Olson	\$492.15	305903
ELDORADO NATIONAL - CALIFORNIA	\$202.44	305736	Krystle Foster	\$46.20	305904
Alec Rice	\$434.20	305737	Melissa Anderson	\$50.05	305905
Alex Coleman	\$492.15	305738	Memorie Andrade	\$25.89	305906
Jennifer Eckman	\$228.27	305739	Randi Monley	\$42.77	305907
Joseph Cutaiair	\$361.20	305740	Ross Lakoduk	\$20.40	305908
ENERBASE	\$4,231.28	305741	Samantha Newman	\$408.00	305909
FACTORY MOTOR PARTS	\$747.96	305742	Stephen Joersz	\$344.99	305910
FIRST INTERNATIONAL BANK & TRUST	\$726.00	305744	Zachary Smith	\$20.00	305911
FLEET PRIDE	\$224.80	305745	ENERBASE	\$18,819.81	305912
Braxton Miles Wynton	\$50.00	305746	FACTORY MOTOR PARTS	\$911.58	305913
Celine Eden Marx	\$40.00	305747	FIRST DISTRICT HEALTH UNIT	\$26,500.00	305915
Italo Brandon Camacho	\$25.00	305748	FIRST INTERNATIONAL BANK & TRUST	\$726.00	305916
Jameson P Lesman	\$25.00	305749	FLASHPARKING, INC	\$1,650.00	305917
Joe Melvin Stenvold Jr	\$100.00	305750	FLEET PRIDE	\$143.70	305918
Katelynn Bowen	\$25.00	305751	FLEETMIND SOLUTIONS, INC.	\$2,370.19	305919
Lisa Ann Schneider	\$50.00	305752	FLOW CONTROL AUTOMATION, INC	\$12,919.00	305920
Marla Ann Zietz	\$10.00	305753	FONTUS BLUE, INC	\$2,000.00	305921
Menards, Inc.	\$20.00	305754	GALLAGHER BENEFIT SERVICES, INC.	\$2,650.00	101
Michaela Lynn Young	\$45.24	305755	Anthony Paul Plesic	\$225.00	1133
Minot Mobile Home Rentals, LLC	\$2,201.00	305756	Ashley Marie Getzlaff	\$200.00	1134
ND Child Support	\$20.00	305757	Dirio Demetris Sinclair	\$350.00	1135
ND Child Support	\$20.00	305758	Randy Owens	\$310.00	1136
ND Child Support	\$220.00	305759	Ward County Clerk of Court	\$750.00	1137
Shoe Carnival	\$25.00	305760	Brake Time Corner Market	\$6.58	305922
SJS Properties, LLC	\$1,100.00	305761	Dina Padilla Goodman	\$40.00	305923
Tina E. Hagen	\$55.00	305762	Edward Orgon	\$1,795.40	305924
U.S. Postal Service	\$50.00	305763	Jennifer Johnson	\$100.00	305925
GENERAL TRADING	\$110.10	305764	Lindsay Elizabeth Kreger	\$50.00	305926
GERDAU RECYCLING	\$412.56	305765	Martin Ricardo Rodriguez	\$225.00	305927
GOOSENECK IMPLEMENT COMPANY	\$19,174.00	305766	Menards, Inc	\$20.00	305928
GRAINGER	\$13.42	305768	Michael Frye	\$282.53	305929
GREYSTONE CONSTRUCTION COMPANY	\$22,708.50	305769	ND Child Support	\$25.00	305930
HAWKINS, INC.	\$29,386.64	305770	Scheels	\$20.00	305931
HOUSTON ENGINEERING, INC.	\$56,721.65	305771	Shanlya M. Van Hill	\$83.99	305932
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$647.02	305772	Thrifty White Drug	\$20.00	305933
JAYME SMITH	\$300.00	305773	Wal-Mart	\$5.00	305934
JET LINE SALES & SERVICE, LLC	\$3,159.68	305774	GILLIG, LLC	\$387.80	305935
JIMMY ALAN OLSON	\$300.00	305775	GOETTLE LAW, PLLC	\$3,500.00	305936
JOHN DEERE FINANCIAL	\$154.51	305767	GRAINGER	\$23.15	305938
KELLY DEGENSTEIN	\$300.00	305776	GRANITE SPRINGS CO.	\$105.00	305940
KIWANIS CLUB OF MINOT	\$150.00	305777	GRAYMONT WESTERN US INC.	\$118,665.43	305941
LEONARD NELSON	\$300.00	305778	GREAT LAKES CHAPTER AAAE	\$750.00	305942
MAIN ELECTRIC CONSTRUCTION	\$78,604.00	305780	GUARDIAN FLEET SAFETY	\$205.29	305943
MARCO, INC.	\$232.93	305781	H.A. THOMPSON & SONS, INC.	\$275.00	305944
MATTSON CONSTRUCTION	\$8,137.64	305782	HANSON'S EXCAVATING	\$8,528.85	305945
MELANIE MOORE	\$65.00	305794	HAWKINS, INC.	\$25,921.64	305946
MENARDS	\$44.90	305783	HOUSTON ENGINEERING, INC.	\$93,001.95	305947
MGT IMPACT SOLUTIONS	\$6,670.78	305784	INNOVATIVE MASONRY INC.	\$4,071.00	305948
MICHAEL BAKK	\$300.00	305785	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$640.18	305949
MICHAEL RAFALA	\$300.00	305786	INTERSTATE BATTERY SYSTEM	\$1,452.71	305950
MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	305787	JAYDE HAUGROSE	\$569.91	305951
MINOT AUTO	\$631.28	305788	JET LINE SALES & SERVICE, LLC	\$1,351.43	305952
MINOT EMPLOYEE DONATIONS	\$749.15	305789	JOB SERVICES OF NORTH DAKOTA	\$12,897.48	305953
MINOT PARK DISTRICT	\$61,253.03	305790	JOHN DEERE FINANCIAL	\$927.26	305937
MINOT PUBLIC SCHOOL DISTRICT #1	\$300.00	305791	JOHNSON CONTROLS	\$1,576.40	305954
MOORE ENGINEERING, INC	\$10,228.20	305793	JOHNSON CONTROLS FIRE PROTECTION	\$1,417.58	305955

MOWBRAY & SONS	\$16,536.54	305795	JOSHUA NOEL HERMAN	\$5,700.00	305956
MVTL LABORATORIES	\$289.00	305796	KELLER PAVING AND LANDSCAPING	\$2,324.40	305957
NAPA AUTO PARTS	\$1,045.03	305797	LARSON ELECTRIC, INC.	\$125.00	305958
ND LEAGUE OF CITIES	\$26,061.00	305798	LOWES PRINTING, INC.	\$35.00	305959
NEW VISION SECURITY, LLC	\$567.50	305799	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	\$512.73	305960
NORMONT EQUIPMENT CO	\$326.13	305800	MAIN ELECTRIC CONSTRUCTION	\$1,881.38	305963
NORTH COUNTRY SPORTSWEAR	\$528.60	305801	MARTIN, JERILYN	\$2,480.09	305964
NORTHWEST TIRE AND RETREAD	\$3,239.41	305802	MED-TECH RESOURCE, INC.	\$94.24	305966
O'REILLY AUTO PARTS	\$349.90	305803	MEDALLUS & VACHAROTHONE LTD	\$3,160.00	305967
OTIS ELEVATOR COMPANY	\$1,326.36	305804	MENARDS	\$4.98	305968
PARKLAND USA CORPORATION	\$104.99	305743	MGT IMPACT SOLUTIONS	\$7,044.86	305969
PITNER, JOHN & IRENE	\$300.00	305805	MIDWEST TAPE	\$3,302.24	305970
PRINGLE & HERIGSTAD, P.C.	\$1,012.50	305806	MINOT AREA CHAMBER EDC	\$46,637.50	305962
PROTECH INTEGRATIONS, LLC	\$50.00	305807	MINOT AUTO	\$749.33	305971
PROVIDENT LIFE & ACC INS CO	\$671.56	305808	MINOT COMMISSION ON AGING	\$12,875.00	305972
RC MOWERS	\$108.09	305809	MINOT DAILY NEWS	\$621.00	305973
RDO EQUIPMENT	\$68.93	305810	MINOT EMPLOYEE DONATIONS	\$747.05	305974
ABEL, JACOB	\$14.78	305811	MINOT PARK DISTRICT	\$1,000.00	305975
ANDERSON, JOHN	\$77.86	305812	MOWBRAY & SONS	\$2,534.07	305977
BAZE, SHELBY	\$23.19	305813	MVTL LABORATORIES	\$8,318.25	305978
BROADWAY PRINTING	\$10.00	305814	NAPA AUTO PARTS	\$1,914.14	305979
CARDENAS, NANCY	\$18.34	305815	ND DEPARTMENT OF EMERGENCY SERVICES	\$3,600.00	305980
CHEMOIL ENERGY SERVICES	\$65.70	305816	ND DEPT OF WATER RESOURCES	\$93,844.10	305981
CRAIG, BRITTNEY	\$20.32	305817	ND FRATERNAL ORDER OF POLICE	\$1,296.00	305982
DECOTEAU, STEPHANIE	\$122.00	305818	ND MUNICIPAL ATTORNEYS ASSOC	\$105.00	305983
DODGE, BRIAN	\$11.01	305819	ND SOLID WASTE & RECYCLING ASSOCIAT	\$325.00	305986
DUGAN, KAREN	\$7.40	305820	NDDEQ	\$1,275.00	305984
EAST RIDGE ACRES	\$67.02	305821	NDSU DEPT 3130	\$7,876.00	305985
EHRlich, TRENT	\$33.24	305822	NORTH PRAIRIE RURAL WATER DISTRICT	\$177.17	305987
GRAY, MERIDITH	\$17.83	305823	NORTHERN TESTING	\$420.00	305988
HOLLENBECK, JENNIFER	\$14.90	305824	NORTHWEST TIRE AND RETREAD	\$5,797.85	305989
KEITH, AARON	\$9.13	305825	NOVA FIRE PROTECTION CO.	\$180.00	305990
LAYCOCK, ROBERT	\$6.73	305826	O'REILLY AUTO PARTS	\$59.85	305991
MERSCH, MIKE	\$10.00	305827	OAG AVIATION WORLDWIDE, LLC	\$6,779.85	305992
MINDT CONSTRUCTION	\$35.39	305828	OCLC	\$19,612.62	305993
MINDT CONSTRUCTION	\$40.98	305829	ONE CALL CONCEPTS, INC.	\$1,014.35	305994
REERS, RYAN	\$27.65	305830	OTIS ELEVATOR COMPANY	\$4,082.00	305995
SCHMIDT, SHEYENNE	\$100.43	305831	OVERDRIVE	\$2,179.78	305996
SMITH, DOUG G	\$29.04	305832	PARKLAND USA CORPORATION	\$3,164.67	305914
SANITATION PRODUCTS	\$5,743.61	305833	PENCCO, INC.	\$16,006.00	305997
SMART PLANET SOFTWARE, LLC	\$539.73	305834	PICARD EXCAVATING, INC.	\$11,112.71	305998
SUSAN HOFFART	\$300.00	305835	PROCOLLECT	\$1,495.00	305999
SWANSTON EQUIPMENT COMPANIES	\$17,625.47	305836	PROTECH INTEGRATIONS, LLC	\$50.00	306000
TOM ZIMMERMAN	\$300.00	305837	PROVIDENT LIFE & ACC INS CO	\$1,047.54	306001
U.S. POST OFFICE	\$5,000.00	305838	RAYNE MARIE OLSON	\$784.50	306002
UHL CO.	\$2,664.00	305839	TOBEY, CHAD	\$1,400.00	306003
UNITED MAILING SERVICE	\$305.12	305840	RHI SUPPLY	\$1,126.39	306004
UNITED QUALITY COOPERATIVE	\$24,680.01	305841	ROLLKALL TECHNOLOGIES LLC	\$18.00	306005
VESSCO, INC.	\$621.60	305842	RUNNINGS SUPPLY, INC	\$81.97	306006
VISIT MINOT	\$3,635.24	305843	SANITATION PRODUCTS	\$5,591.42	306007
WESTLIE TRUCK CENTER	\$147.71	305844	SCHOCKS SAFE AND LOCK SERVICE	\$170.00	306008
Deion Lawrence Loudon, Jr.	\$200.00	1122	SHARON'S INTERIORS PLUS, LLC	\$378.00	306009
ASPHALT PRESERVATION COMPANY, INC	\$557,913.83	305845	SIGNS TODAY	\$889.00	306010
Joshua Noyes	\$490.20	305846	SOURIS BASIN PLANNING COUNCIL	\$1,666.60	306011
Joshua Noyes	\$102.00	305847	SOURIS RIVER JOINT WATER RESOURCE	\$4,455,311.61	306012
Johnadonis Ephraim Robinson	\$20.00	1123	SOURIS VALLEY HUMANE SOCIETY, INC.	\$15,543.00	306013
Ward County Clerk Of Court	\$950.00	1124	STEVENSON, MARY	\$4,731.46	305965
HP, INC.	\$8,620.00	305848	STRATA CORPORATION	\$451,655.97	306014
MICHEL'S, VICKI	\$3,960.00	305849	SWANSTON EQUIPMENT COMPANIES	\$753.76	306015
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$16,990.62	100007085	TARA KENNER	\$848.25	306016
MDU	\$27.00	100007087	TEAM ELECTRONICS, INC.	\$95.38	306017
MDU	\$514.29	100007088	TECTA AMERICA	\$6,817.00	306018
MDU	\$1,680.84	100007089	THOMSON REUTERS	\$500.00	306019
MDU	\$79.90	100007090	THOMSON REUTERS-WEST PAYMENT CENTER	\$398.61	306020
MDU	\$298.92	100007091	TIMMONS GROUP	\$1,063.70	306021
MDU	\$753.13	100007092	TIMOTHY P BROOKS	\$4,600.00	305939
Anthony Charles Hlavac	\$125.00	1125	TITAN MACHINERY	\$1,757.75	306022
Brittany M Telehey	\$200.00	1126	TRAFFIC CONTROL CORPORATION	\$3,430.00	306023
Dominic Alexander Vernon	\$280.00	1127	TRINITY HEALTH	\$240.00	306024
Reyes Salvador	\$225.00	1128	UNITED MAILING SERVICE	\$5,355.87	306025
Richard Joseph Black	\$225.00	1129	UNITED QUALITY COOPERATIVE	\$21,703.31	306026
Ward County Clerk Of Court	\$1,500.00	1130	VISIT MINOT	\$52,395.46	306027
Ward County Clerk Of Court	\$750.00	1131	WAGNER CONSTRUCTION	\$1,332,784.41	306028
Ward County Clerk of Court	\$950.00	1132	WALLWORK TRUCK CENTER MINOT	\$3,374.50	306029
1 CALL SEPTIC SERVICES, INC	\$12,311.75	305850	WEST OAKS ANIMAL HOSPITAL	\$326.98	306030
48 NORTH CONCRETE CONSTRUCTION INC	\$16,030.00	305851	WESTLIE FORD	\$1,349.65	306031
AAAE	\$165.00	305852	WESTLIE TRUCK CENTER	\$4,342.91	306032
ACME TOOLS	\$1,317.53	305853	WHITE CAP, LP	\$3,410.04	306033

ADP SCREENING & SELECTION SERVICES	\$1,056.00	305854	WILBUR ELLIS	\$245.08	306034
ADVANCED BUSINESS METHODS	\$2,730.99	305855	ZACHARY JOHNSHOY	\$616.77	305862
AFLAC	\$16,689.86	100007094	ADP, INC	\$16,340.16	100007097
AGNES BLUE	\$1,554.50	305856	Tara Kenner	\$848.25	3060365
AIDEN WELLS & MICHELLE FJELDAHL	\$849.83	305857	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$16,588.27	100007095
AMAZON	\$2,104.66	305858	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$218.00	100007096
AMBER PITTS	\$210.00	305859	MDU	\$75.84	100007104
AMERICAN WELDING & GAS, INC.	\$40.86	305860	MDU	\$29.04	100007105
APEX ENGINEERING GROUP	\$213,500.93	305863	MDU	\$1,210.59	100007106
APH/AUTO VALUE	\$1,658.14	305864	MDU	\$77.55	100007108
AQUA-PURE, INC.	\$27,440.16	305865	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$104.17	100007113
ASSOCIATION OF METROPOLITAN PLANNING ORGANIZATIONS	\$1,030.00	305861	VERENDRYE ELECTRIC	\$88,825.36	100007083
ASTECH	\$196,627.15	305866	H.A. THOMPSON & SONS, INC.	(\$9,622.55)	306035
BAKER & TAYLOR BOOKS	\$49.09	305867	HYDRO KLEAN	\$222,480.49	306036
BARR ENGINEERING	\$3,550.00	305868	MINOT AUTOMOTIVE COMPANY, LLC	\$136,576.00	306037
BECHTOLD PAVING	\$6,161.00	305869	POST CONSTRUCTION COMPANY	\$284,053.32	306038
BOLTON & MENK, INC	\$35,040.40	305870	SOURIS RIVER JOINT WATER RESOURCE	\$55,795.75	306039
BRADY MARTZ	\$300.00	305871	SYSCO NORTH DAKOTA, INC	\$1,017.02	306040
CAROLINA SOFTWARE	\$475.00	305872	TYLER STRATTON	\$300.00	306041
CATERPILLAR FINANCIAL SERVICES	\$125,190.62	305873	WAGNER CONSTRUCTION	\$228,024.00	306042
Chasity Buie	\$1,150.00	305874	Kirby Jeanne Quam	\$60.00	1138
Nancy Kovarik	\$1,150.00	305875	Melissa Ramos	\$150.00	1139
Savanna Knudson	\$85.00	305876	Ward County Clerk of Court	\$750.00	1140
CENTRAL NETWORK RETAIL GROUP LLC	\$33.42	305961	Ward County Clerk of Court	\$750.00	1141
CITY OF MINOT	\$50.00	305976	IED SUPPORT SERVICES	\$118,361.83	306043
CONNOLLE & SOMERVILLE	\$750.00	305877	KELLER PAVING AND LANDSCAPING	\$555,760.03	306044
COOKIES FOR YOU	\$900.00	305878	SHORT ELLIOTT HENDRICKSON, INC	\$56,570.29	306045
CORRPRO COMPANIES	\$3,625.00	305879	UNITED STATES TREASURY	\$2,409.00	306046
CURT'S STARTER & ALT. SERVICE	\$167.54	305880	WEX HEALTH, INC	\$302.40	100007084
DACOTAH PAPER CO.	\$1,913.18	305881		\$11,619,938.39	

AIRPORT LOA WITH EXECUTIVE AIR – Approve the attached LOA and allow the Mayor to sign the document on behalf of the City.

DEVELOPMENT AGREEMENT - GREAT PLAINS ADDITION LOT 1 (4944) – Approve the Great Plains Addition Lot 1 Development Agreement with Plains Real Estate Company LLC and authorize the Mayor to sign.

NDDOT UTILITY PERMIT - GREAT PLAINS ADDITION LOT 1 (4944) - Authorize the City Engineer to sign the NDDOT Utility Occupancy Permit.

MINOT AREA MEN'S WINTER REFUGE (MAMWR) SUBRECIPIENT AGREEMENT - Approve the subrecipient agreement with the Minot Area Men's Winter Refuge and authorize the Mayor to sign the agreement.

2025 STREETLIGHT LUMINAIRE PROCUREMENT (4908) - 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.

BUDGET AMENDMENT DISPATCH FOR OTHER PROFESSIONAL SERVICES - Approve the budget amendment to move funds of \$4,000 from Vehicles and Equipment Repair to Other Professional Services on first reading.

SHIRLEY COURT STREETLIGHT IMPROVEMENT (4763) - Approve the plans and specifications and authorize a call for bids.

CASE #2025-40 - GLACIAL POINT 4TH ADDITION - MINOR PLAT - Approve the proposed minor subdivision plat as provided in Attachment A.

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

ONPOINTE INSIGHTS, LLC COMMUNITY SURVEY STATEMENT OF WORK

The motion to approve the Statement of Work with OnPointe Insights, LLC and authorize the Mayor to sign was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Rob Fuller, Scott Samuelson.

ACTION ITEMS

BUDGET AMENDMENT TO MOVE FUNDS TO MEDICAL PROFESSIONAL SERVICES

The motion to approve the budget amendment of \$5,000.00 with funds shifting from the Materials & Supplies budget- 46101 into the Other Professional Services-43300 budget on first reading was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

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

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

SALES TAX ORDINANCE AMENDMENT - PUBLIC SAFETY AMENDMENT

The motion to approve option 2 was initiated by City Council Member Blessum and seconded by City Council Member Samuelson.

The motion to table until the September 2, 2025, Regular City Council meeting was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mark Jantzer, Lisa Olson; nays: Mike Blessum, Rob Fuller, Paul Pitner, Scott Samuelson. The motion to table failed.

Whereupon, the City Council returned to the original motion to approve option 2, which was initiated by City Council Member Blessum, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Scott Samuelson; nays: Mark Jantzer, Lisa Olson, Paul Pitner. The motion failed.

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

The motion to approve the purchase price of the property and authorize the Mayor to sign the Purchase Agreement was initiated by City Council Member Fuller, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mark Jantzer, Lisa Olson; nays: Mike Blessum, Rob Fuller, Paul Pitner, Scott Samuelson. The motion failed.

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

The motion to approve the purchase price of the property and authorize the Mayor to sign the purchase agreement was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Rob Fuller, Scott Samuelson.

BUDGET AMENDMENT FOR PROPERTY NUISANCE ABATEMENTS

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

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

The motion to pass and adopt the agenda-setting policy for Regular and Special City Council Meetings Resolution was initiated by City Council Member Samuelson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERMISSION TO APPLY FOR INSPIRITUS GRANT

The motion to approve the Fire Department to apply for the grant and authorize the Mayor to sign the endorsement letter was initiated by City Council Member Samuelson, 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.

CITY MANAGER TRANSITION - MUTUAL TERMINATION AGREEMENT

The motion to approve the Mutual Termination Agreement and direct Human Resources to move forward with City Manager recruitment efforts with results brought back to City Council on the September 2, 2025, Regular City Council meeting was initiated by City Council Member Blessum, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Billy Gunderson spoke to the City Council about ADA requirements. Josiah Roise discussed with the City Council the fluoride in the water. Lydia Gessele provided the City Council and City of Minot with a notice of Constitutional Non-Conformance and Action Item request. Lisa Hermosillo thanked the City Council, appreciated City Manager Harold Stewart, and candidates for Mayor.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderman Pitner directed staff to work with leadership in the Police and Fire Departments to draft ballot language for a 1/2 cent sales tax to be dedicated to public safety, shifting non-salary and benefit expenses to sales tax to reduce property tax pressure on the general fund and to include the sunset to be five years or align with NAWS commitment being fulfilled. This is to be brought back to council on the first meeting in October 2025.

MACEDC BIENNIAL PRESENTATION

Brekka Kramer, CEO/President of MACEDC, presented the biennial presentation.

RECOMMENDATIONS FROM THE ECONOMIC DEVELOPMENT PLAN REVIEW COMMITTEE

Alderman Blessum provided a review of the recommendations of the committee. Alderman Pitner also provided his perspective on the committee work.

The motion to direct staff to bring this item back on October 20, 2025, the Regular City Council meeting for Committee and Public Comment was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ADJOURNMENT

The motion to adjourn the meeting at 7:42 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO: 6105

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO DECREASE THE DISPATCH VEHICLE AND EQUIPMENT REPAIR EXPENDITURES AND INCREASE THE DISPATCH 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: August 4, 2025

PASSED SECOND READING: August 18, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6106

**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: August 4, 2025

PASSED SECOND READING: August 18, 2025

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6107

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

PASSED FIRST READING: August 4, 2025

PASSED SECOND READING: August 18, 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 18, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Minot North Volleyball to conduct a raffle on August 4, 2025, at Corbett Field (1124 E Burdick Exwy).**
- 2. Taube Museum of Art to conduct a raffle on August 9, 2025, at Taube Museum of Art (2nd N Main Street).**
- 3. Nedrose Cardinals Booster Club to conduct a sports pool and a raffle on August 29, 2025, through February 17, 2026, at Nedrose High School (5705 15th Ave SE).**
- 4. Minot State University to conduct raffles from September 13, 2025, through February 21, 2026, at MSU Dome and Herb Parker Stadium (500 University Ave W).**
- 5. Minot State University to conduct raffles from September 27, 2025, through February 28, 2026, at Maysa Arena (2501 W Burdick Exwy).**
- 6. Magic City Discovery Center to conduct a raffle on August 12, 2025, at Magic City Discovery Center (1545 1st St NW).**
- 7. Dance Team Booster of Minot to conduct a calendar raffle from November 17, 2025, through December 15, 2025, at Tabitha Deaton Residence (1502 4th St SW).**
- 8. Minot Social Club for Exceptional Persons, 2nd Story, to conduct a raffle on September 5, 2025, at The Spot (6 2nd St NE).**
- 9. MCDC Booster Club to conduct a calendar raffle in November 2025 and February 2026 at Magic City Dance Club (1300 4th Ave NW).**
- 10. Minot High School Girls Volleyball Boosters to conduct a sports pool from September 4, 2025, through December 25, 2025, at Minot High School (1100 11th Ave SW).**
- 11. Two Special Event Permits for the Ranger Lounge (1218 S Broadway).**
- 12. Three Special Event Permits for Bones BBQ (437 N Broadway).**
- 13. One Special Event Permit for Sports on Tap (220 S Broadway).**
- 14. Seven Special Event Permits for the Blue Rider (118 1st Ave SE).**

15. Special Event Permit for the 19th Hole (2400 14th Ave SW).
16. Special Event Permit for The Starving Rooster (30 1st St NE).

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

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

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: August 18, 2025

SUBJECT: ALCOHOLIC BEVERAGE LICENSE - HAMPTON BY HILTON MINOT AIRPORT

I. RECOMMENDED ACTION

It is recommended City Council approve the Retail Beer and Wine license for the Hampton by Hilton Minot Airport at 1400 N Broadway for the period of August 18, 2025, through December 31, 2025.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail
N/A

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The business would not be able to sell alcoholic beverages until the license is approved.



TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: August 18, 2025

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

It is recommended City Council approve the July 2025 general accounts receivable write-offs.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

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

C. Recommendation Detail

Staff recommends City Council approve the July 2025 accounts receivable write-offs.

IV. IMPACT

A. Aspirations

The adoption of our General Accounts Receivable Policy meets the City Council's aspiration of Excellent & Connected. In accordance with the Generally Accepted Accounting Principles (GAAP), this policy was adopted to remain fiscally responsible and align with industry best practices.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact incurred as a result of the write-offs.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A

Cat	Year	Bill	Adjustment	Activity	Amount	Customer #	Dept	Yr/Per/Jnl
1	2025	23256	2525	ADJ	-5,227.90	5856	180	2025/7/1239
1	2025	22670	2480	ADJ	-1,249.39	1636	180	2025/7/256
1	2025	23587	2509	ADJ	-390.00	4510	180	2025/7/850
1	2025	23389	2502	ADJ	-285.00	4310	180	2025/7/850
1	2025	23575	2507	ADJ	-202.50	4305	180	2025/7/850
1	2024	18033	2491	ADJ	-200.00	4946	500	2025/7/842
1	2024	19414	2489	ADJ	-200.00	4946	500	2025/7/842
1	2023	16065	2512	ADJ	-199.97	3207	210	2025/7/1050
1	2024	17579	2494	ADJ	-160.05	4946	500	2025/7/842
1	2024	527488	2520	ADJ	-155.11	4988	570	2025/7/1250
1	2025	23592	2503	ADJ	-132.50	5057	180	2025/7/850
1	2025	23942	2501	ADJ	-125.00	3995	500	2025/7/844
1	2024	527784	2522	ADJ	-92.41	4988	570	2025/7/1250
1	2024	527740	2521	ADJ	-91.30	4988	570	2025/7/1250
1	2024	19769	2488	ADJ	-80.00	4946	500	2025/7/842
1	2025	23573	2508	ADJ	-70.00	832	180	2025/7/850
1	2025	23585	2511	ADJ	-70.00	4342	180	2025/7/850
1	2025	23596	2504	ADJ	-70.00	5562	180	2025/7/850
1	2024	18231	2513	ADJ	-61.44	4006	210	2025/7/1051
1	2024	527829	2523	ADJ	-59.19	4988	570	2025/7/1250
1	2025	23580	2510	ADJ	-57.50	4332	180	2025/7/850
1	2024	20809	2514	ADJ	-55.28	4006	210	2025/7/1052
1	2025	22055	2497	ADJ	-51.76	5762	210	2025/7/486
1	2025	23619	2499	ADJ	-50.00	165	210	2025/7/841
1	2025	23630	2479	ADJ	-50.00	5236	210	2025/7/337
1	2025	23636	2478	ADJ	-50.00	2072	210	2025/7/336
1	2024	17596	2492	ADJ	-40.00	4946	500	2025/7/842
1	2024	526316	2519	ADJ	-30.24	4627	570	2025/7/1250
1	2025	23570	2505	ADJ	-15.00	801	180	2025/7/850
1	2025	536463	2524	ADJ	-14.18	4988	570	2025/7/1250
1	2024	20826	2515	ADJ	-0.92	1665	210	2025/7/1164
1	2025	22433	2516	ADJ	-0.90	1738	210	2025/7/1165
1	2025	22757	2518	ADJ	-0.88	22746	210	2025/7/1167
1	2025	22758	2517	ADJ	-0.88	2043	210	2025/7/1166
1	2025	21569	2486	ADJ	-0.01	4946	500	2025/7/842
1	2025	22164	2485	ADJ	-0.01	4946	500	2025/7/842
1	2025	22505	2484	ADJ	-0.01	4946	500	2025/7/842
1	2025	22885	2483	ADJ	-0.01	4946	500	2025/7/842
1	2025	23093	2481	ADJ	-0.01	17399	180	2025/7/646
1	2025	23322	2482	ADJ	-0.01	4946	500	2025/7/842
1	2025	23795	2500	ADJ	-0.01	9296	180	2025/7/849
1	2024	20981	2498	ADJ	0.07	9295	630	2025/7/840
1	2020	162960	2495	ADJ	100.00	18890	180	2025/7/321
1	2025	23572	2506	ADJ	107.50	830	180	2025/7/850
1	2025	24290	2532	ADJ	270.00	6201	180	2025/7/1238
1	2025	24290	2531	ADJ	506.24	6201	180	2025/7/1210

1	2025	23756	2496 ADJ	1,705.50	18247 500	2025/7/843
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Eff. Date	Entry Date	Clerk	Batch
07/29/2025	07/29/2025	crystal.molina	1972 MCKENNA THOMPSON - ACCIDENT - WHAT IN
07/08/2025	07/08/2025	kristin.vangrinsven	1951 DUPLICATE INVOICE THAT WAS WRITTEN OFF
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/09/2025	07/09/2025	jessica.long	1953
07/09/2025	07/09/2025	jessica.long	1953
07/23/2025	07/23/2025	denise.schmidt	1964
07/09/2025	07/09/2025	jessica.long	1953
07/29/2025	07/29/2025	kari.hoyt	1971
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/15/2025	07/15/2025	danielle.molloy	1962
07/29/2025	07/29/2025	kari.hoyt	1971
07/29/2025	07/29/2025	kari.hoyt	1971
07/09/2025	07/09/2025	jessica.long	1953
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/23/2025	07/23/2025	denise.schmidt	1965
07/29/2025	07/29/2025	kari.hoyt	1971
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/23/2025	07/23/2025	denise.schmidt	1966
07/14/2025	07/14/2025	christine.roberts	1956
07/15/2025	07/15/2025	christine.roberts	1959
07/07/2025	07/07/2025	christine.roberts	1950
07/07/2025	07/07/2025	christine.roberts	1949
07/09/2025	07/09/2025	jessica.long	1953
07/29/2025	07/29/2025	kari.hoyt	1971
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/29/2025	07/29/2025	kari.hoyt	1971
07/23/2025	07/23/2025	denise.schmidt	1967
07/23/2025	07/23/2025	denise.schmidt	1968
07/23/2025	07/23/2025	denise.schmidt	1970
07/23/2025	07/23/2025	denise.schmidt	1969
07/09/2025	07/09/2025	jessica.long	1953
07/09/2025	07/09/2025	jessica.long	1953
07/09/2025	07/09/2025	jessica.long	1953
07/09/2025	07/09/2025	jessica.long	1953
07/08/2025	07/08/2025	brittany.shefstad	1952
07/09/2025	07/09/2025	jessica.long	1953
07/15/2025	07/15/2025	brittany.shefstad	1961
07/14/2025	07/14/2025	crystal.molina	1958
07/10/2025	07/10/2025	crystal.molina	1954
07/15/2025	07/15/2025	kristin.vangrinsven	1963
07/31/2025	07/31/2025	crystal.molina	1981
07/31/2025	07/31/2025	crystal.molina	1980

INSURANCE DIDN'T COVER - BOTH CITY AND INDIVIDUAL CITED



TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: August 18, 2025

SUBJECT: ORDINANCE UPDATE FOR PUBLIC WORKS OPERATIONS & UTILITIES

I. RECOMMENDED ACTION

It is recommended City Council approve the ordinance amendments as written and authorize the Mayor and Staff to sign applicable documentation.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112
Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

At a Special Council Meeting on June 2, 2023, the City Council approved restructuring the Public Works Department to include positions for Utilities Director and Public Works Director. The latter was later renamed Public Works Operations Director while retaining the original responsibilities.

B. Proposed Project

Updating the ordinance to reflect the roles and responsibilities of the newly created positions for Utilities Director and Public Works Operations Director is necessary due to the restructuring of the Public Works Department.

C. Recommendation Detail

This recommendation was driven by the need to formalize and legally recognize the restructuring of the Public Works Department. By clarifying the roles of the Utilities Director and the Public Works Operations Director, each department can focus on its specific functions. This separation enhances accountability, allows directors to concentrate on their areas, and leads to better service delivery and management of public resources.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The adjustment will foster a more streamlined and focused approach, while ensuring that public resources are managed more effectively.

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A.



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 2, ARTICLE III (CITY OFFICERS), DIVISION 8 (DIRECTOR OF PUBLIC WORKS) AND DIVISION 9 (RESERVED) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA AND ALLOW THE CITY COUNCIL TO ESTABLISH DUTIES OF THE PUBLIC WORKS OPERATIONS DIRECTOR AND THE UTILITIES DIRECTOR.

WHEREAS, the City of Minot is a political subdivision lawfully recognized in the state of North Dakota as a home rule city and possessing municipal powers and authority pursuant to its home rule charter and the provision of North Dakota Century Code (NDCC) § 40-05.1, as well as statutory provisions codified in NDCC 40-05-01; and

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations necessary to conduct its governmental operations and deliver public services; and

WHEREAS, The City Council desires to repeal and reenact the existing Chapter 2, Article III, Division 8 and 9, Code of Ordinances in order to: (1) update and incorporate the titles of newly established city officer positions, including the Public Works Operations Director and the Utilities Director; (2) revise and clarify the duties and responsibilities assigned to each position; and (3) ensure the ordinance reflects current organizational practices and operational needs;

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

§1 THAT CHAPTER 2, ARTICLE III, (CITY OFFICERS), DIVISION 8 (DIRECTOR OF PUBLIC WORKS) AND DIVISION 9 (RESERVED) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

DIVISION 8. PUBLIC WORKS OPERATIONS DIRECTOR

Sec. 2-105. Duties Generally.

(a) It shall be the duty of the Public Works Operations Director to plan, direct, manage, and oversee the functions, operations, and maintenance of:

- (1) Streets, avenues, alleys, sidewalks and all public grounds owned, operated and maintained by the City, including the erection and maintenance of traffic-control devices, in coordination with the City Engineering Department.
- (2) Snow removal operations.
- (3) Municipal fleet management and maintenance.
- (4) City buildings, facilities and properties under the department's purview, including cemetery operations.

- (5) Stormwater and flood control infrastructure not managed by the Utilities Director.
- (6) Any solid waste and recycling functions not assigned to the Utilities Director.
- (7) Public Transportation operations.
- (8) Assume responsibility for the ongoing maintenance of public works projects upon their formal acceptance by the Engineering Department, ensuring continued functionality, safety, and compliance with applicable standards.
- (9) Supervise all department personnel, manage the departmental budget, and provide long-term planning for infrastructure sustainability and service delivery.

Sec. 2-106. Reports and Coordination.

The Public Works Operations Director shall report to the Assistant City Manager and coordinate regularly with the other departments to ensure integrated public works operations.

Secs. 2-107 - 2-109. Reserved.

DIVISION 9. UTILITIES DIRECTOR.

Sec. 2-110. Duties Generally

- (a) It shall be the duty of the Utilities Director to plan, direct, manage, and oversee the functions and operations of the following utility services:
 - (1) The water system of the City, except the accounting department thereof.
 - (2) The sewerage system of the City, except the accounting department thereof.
 - (3) The garbage utility of the City, except the accounting department thereof.
 - (4) Public utilities infrastructure planning and maintenance.
 - (5) Compliance with applicable federal, state, and local laws and standards related to utility operations.
 - (6) Utility-related capital improvement projects, including Northwest Area Water Supply and Biota Water Treatment Plant.
 - (7) The Mouse River Enhanced Flood Protection Project, including coordination with federal, state, and local stakeholders; oversight of project phases; and integration with the City's utility and infrastructure systems.
 - (8) Supervise all department personnel, manage the departmental budget, and provide long-term planning for infrastructure sustainability and service delivery.

Sec. 2-111. Reports and Coordination.

The Utilities Director shall report to the Assistant City Manager and coordinate with other departments to ensure effective public service delivery.

Sec. 2-112 – Sec. 2-115. Reserved.

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

Mikayla McWilliams, City Clerk

APPROVED:

Mark Jantzer, Mayor



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 18, 2025

SUBJECT: SUBRECIPIENT AGREEMENT: MINOT COMMISSION ON AGING MEALS ON WHEELS

I. RECOMMENDED ACTION

It is recommended City Council approve the contract 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 of Minot 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

The Minot Commission on Aging (MCA) provides meal programs known as Meals on Wheels (MOW) and Congregate Meal Program (CMP). MOW is designed to deliver hot meals Monday through Friday (excluding holidays) consisting of an entrée, vegetables, bread, fruit and milk, to eligible citizens residing within the City of Minot. Eligible citizens are classified as senior citizens (aged sixty (60) and above), low to moderate income (LMI) citizens, or citizens who are handicapped or otherwise disabled. Eligible citizens can also receive frozen dinners to mitigate the lack of delivery on weekends or holidays.

MCA estimates an average of three hundred ninety (390) home-based meals

are delivered each day, Monday through Friday (excluding holidays). The full cost of providing a meal for home delivery is \$12.95/meal, and they suggest a voluntary donation of \$6.00/meal; however, no eligible resident is turned away if a donation is not provided. This will be a reimbursable program. MCA will submit a monthly draw request for reimbursement by the 10th day of each month using the standard Reimbursement Form provided by the Grantee (Exhibit B), which will be reviewed by the Grantee for accuracy.

An estimated 3,107 meals will be provided through this funding. All required Environmental Reviews have been completed and approved.

C. Recommendation Detail

Staff recommends the Council approve the contract and authorize the Mayor to sign the agreement.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The Meals on Wheels program allows residents who are unable to either prepare meals themselves or who are homebound and unable to leave their residence. The meals delivered include an entree, bread/butter, milk, fruit and vegetables.

C. Fiscal Impact

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

Project Costs

\$40,237

Project Funding

CDBG Entitlement Grant # B-24-MC-38-0005

VI. ALTERNATIVES

The Council could not authorize the Mayor to sign the agreement and direct staff to allocate dollars to other eligible activities, preventing MCA from receiving assistance for the Meals on Wheels Program.



**Subrecipient Agreement Between
City of Minot, ND and Minot Commission on Aging
FY24 Meals on Wheels**

THIS AGREEMENT ("Agreement") is entered into on _____, 20____ by and between the City of Minot, ND, a municipal corporation ("Grantee") and Minot Commission on Aging (MCA) ("Subrecipient") for reimbursement in providing home-delivered, congregate meals, and frozen meals to eligible citizens residing within the City of Minot. Referred to 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 reimbursement for MCA to provide home delivered and congregate meals to eligible residents within the City of Minot during the months of July 1, 2025 through December 31, 2025, known herein as the "Period of Performance." The Grantee will provide up to forty thousand two-hundred thirty-seven dollars (\$40,237) of the Grantee's Community Development Block Grant (CDBG) funds, pursuant to this 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; and

WHEREAS, the Subrecipient has legal authority to enter into this Agreement, and the Subrecipient's governing body has duly adopted this Agreement authorizing the Subrecipient to enter into this agreement with the Grantee. By signing this Agreement, the Subrecipient assures the Grantee that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, the Parties, for and in consideration of the sum to be paid 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 COMMISSION ON AGING
Subrecipient Unique Entity Identifier:	J931M5NWYGR4
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:	July 1, 2025
Subaward Period of Performance End Date:	December 31, 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:	\$40,237
Total Amount of Federal Funds Obligated to Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$40,237
Total Amount of the Federal Award Committed to Subrecipient by the Pass-Through Entity:	\$40,237
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):	Grantee will provide assistance to MCA to assist in providing home delivered and congregate meals to eligible senior citizens residing within the City of Minot.
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 58702-5006
Contact Information for City of Minot's Project Manager:	NDR Grant Administrator PO Box 5006 Minot, ND 58702-5006
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

III. Federal Program Description

Subrecipient provides meal programs known as Meals on Wheels (MOW) and Congregate Meal Program (CMP). MOW is designed to deliver hot meals Monday through Friday (excluding holidays) consisting of an entrée, vegetables, bread, fruit and milk, to eligible citizens residing within the City of Minot. Eligible citizens are classified as senior citizens (aged sixty (60) and above), low to moderate income (LMI) citizens, or citizens who are handicapped or otherwise disabled. Eligible citizens can also receive frozen dinners to mitigate the lack of delivery on weekends or holidays.

The CMP is designed to serve hot meals to eligible citizens residing in Minot, ND at *Café 60*, located at 21 1st Ave SE, Minot, ND 58701. CMP provides meals to the same eligible citizens as the MOW program.

Subrecipient estimates an average of three hundred ninety (390) home-based meals are delivered each day, Monday through Friday (excluding holidays). The full cost of providing a meal for home delivery is \$12.95/meal, and Subrecipient suggests a voluntary donation of \$6.00/meal; however, no eligible resident is turned away if a donation is not provided. Eligible citizens requesting meals are asked to fill out a Home-Delivered Meal Program Assessment (Exhibit A), which is used to gather information regarding demographic, nutrition, and daily living activities. This data is used for reporting to the ND Department of Health & Human Services – Aging Service section.

These activities are considered Public Service and therefore are an eligible activity according to 24CFR570.201 – 570.207. For reporting purposes in IDIS, the matrix code 05A will be used:

05A–Senior Services 24CFR570.201(e) or 42USC5305(a)(8) + 24CFR570.482(c)(2)

Services for the elderly: 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to service the elderly. If the activity is intended primarily to serve persons with disabilities, use 05B instead.

This will be a reimbursable program. The Subrecipient will submit monthly draw request for reimbursement by the 10th day of each month using the standard Reimbursement Form provided by the Grantee (Exhibit B), which will be reviewed by the Grantee for accuracy. Any incomplete or ineligible requests from the Subrecipient will be returned to the Subrecipient for revision. Once a draw request is approved, the Grantee will disburse the requested dollar amount, not to exceed the maximum provided in this Agreement, subject to draw-down approval and availability from Housing & Urban Development (HUD) and will advise the Subrecipient promptly if there are concerns regarding the Subaward.

1. Subrecipient is an independent entity under this Agreement and Subrecipient employees are not considered City employees for any purpose under the terms of this Agreement.
2. No part of this Agreement shall be construed to grant to Subrecipient any authority to contract for, on behalf of, or incur obligations on behalf of the Grantee.
3. Subrecipient agrees to comply with all applicable federal clauses found in Exhibit C as well as all state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Subrecipient's failure to comply with this section may be deemed a material breach by Subrecipient, entitling the Grantee to immediately terminate this Agreement for cause.

4. Subrecipient agrees to defend, indemnify, and hold harmless the Grantee, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing meals on wheels services pursuant to this Agreement. Subrecipient also agrees to reimburse the Grantee for all costs, expenses, and attorneys' fees incurred if the Grantee prevails in an action against Subrecipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
5. Subrecipient understands that the Grantee must disclose to the public, upon request, any records it receives from Subrecipient. Subrecipient further understand that any records obtained or generated by Subrecipient under this Agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records laws. Subrecipient agrees to contact Grantee promptly upon receiving a request for information under the public records laws and, at no additional expense to Grantee, comply with Grantee's instructions on how to respond to the request.
6. Subrecipient agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Subrecipient's records are audited by a third party, Subrecipient shall provide the Grantee with the results of the audit within thirty (30) days of receipt.
7. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

Grantee: City of Minot
 Attn: NDR Grant Administrator
 P.O. Box 5006
 Minot, ND 58702
 Email: clerk@minotnd.gov

Subrecipient: Minot Commission on Aging
 Attn: Roger Reich, Executive Director
 21 1st Ave. SE
 Minot, ND 58701
 Email: mcoapsc@srt.com

8. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.
9. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. This Agreement, including any Exhibits, contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

11. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

GRANTEE: CITY OF MINOT

Mark Jantzer, Acting Mayor

Date: _____

Attest:

Mikayla McWilliams, City Clerk

Date: _____

Attest:

David Lakefield, Finance Director

Date: _____

SUBRECIPIENT: MCA

Roger A. Reich
Title: Roger A. Reich, Executive Director

Date: _____

Attest:

Title:

Date: _____

Exhibit A
Home-Delivered Meal Program Assessment Form

Home-Delivered Meal Program Assessment				
Date of assessment:				
First Name		Middle Initial	Last Name	
Date of Birth / /	Gender: ☐ Female ☐ Male		Gender Identity: ☐ Female ☐ Male ☐ Non-Binary ☐ Non-Disclose ☐ Transgender-Female ☐ Transgender-Male ☐ Other	
Residential Address:			Mailing Address:	
City:	State	Zip Code	County	
Phone number (include area code):			Emergency Contact Name & Phone Number:	
Ethnicity: ☐ Not Hispanic or Latino ☐ Hispanic or Latino ☐ Unknown	Race: ☐ White ☐ American Indian/Alaskan ☐ Asian ☐ Black/African American ☐ White-Hispanic ☐ Native Hawaiian/Pacific Islander		Primary Language: ☐ English ☐ Other	
Lives Alone: ☐ Yes ☐ No		Income Below Poverty: ☐ Yes ☐ No		
Is this individual a spouse or dependent disabled child of an eligible home-delivered consumer? ☐ No ☐ Yes				
Client eligibility category: (If not homebound, spouse or disabled child; check any/all that apply) ☐ Congregate older individual requesting home-delivered meals due to short-term illness ☐ Older individual has limited physical mobility ☐ Older individual is unable to tolerate a group situation due to physical or mental disability or substance abuse ☐ Older individual lives in a remote geographic location where no congregate meal site exists ☐ Older individual lives in a remote geographic location prohibits access due to transportation issues				
Do you have ability to prepare frozen meals: ☐ Yes ☐ No		Do you have freezer space to store frozen meals: ☐ Yes ☐ No		
Nutrition Screening Checklist				
1. Do you have an illness and/or condition that made you change the kind and/or amount of food you eat? ☐ Yes ☐ No		2. Do you eat <u>less</u> than 2 meals a day? ☐ Yes ☐ No		
3. The majority of days do you eat <u>less</u> than 1 ½ to 3 cups of fruits and/or vegetables? ☐ Yes ☐ No		4. The majority of days do you eat and/or drink <u>less</u> than 3 - 8 oz cups of dairy products (such as milk, yogurt, cheese)? ☐ Yes ☐ No		
5. Do you have 3 or more drinks of alcohol almost every day? ☐ Yes ☐ No		6. Do you have any tooth and/or mouth problems that make it hard for you to eat? ☐ Yes ☐ No		
7. Sometimes do you not have enough money to buy enough food? ☐ Yes ☐ No		8. Do you eat alone most of the time? ☐ Yes ☐ No		
9. Do you take 3 or more different prescribe and/or over-the-counter medications per day? ☐ Yes ☐ No		10. Without wanting to, have you lost and/or gained 10 pounds in the last 6 months? ☐ Yes ☐ No		
11. Are you sometimes <u>not</u> physically able to shop, cook, and/or feed yourself? ☐ Yes ☐ No				

Activities of Daily Living	
1. What is your ability to bathe/shower yourself? ☐ Independent ☐ Requires Assistance	2. What is your ability to dress yourself? ☐ Independent ☐ Requires Assistance
3. What is your ability use the restroom facilities on your own? ☐ Independent ☐ Requires Assistance	4. What is your ability to physically transfer on your own? ☐ Independent ☐ Requires Assistance
5. Do you have any bowel and bladder (incontinence) issues? ☐ Independent ☐ Requires Assistance	6. Are you able to feed yourself? ☐ Independent ☐ Requires Assistance
Instrumental Activities of Daily Living	
1. Can you use the telephone on your own? ☐ Independent ☐ Requires Assistance	2. Can you do your own shopping? ☐ Independent ☐ Requires Assistance
3. Are you able to prepare meals? ☐ Independent ☐ Requires Assistance	4. Can you do your own housework? ☐ Independent ☐ Requires Assistance
5. Can you do your own laundry? ☐ Independent ☐ Requires Assistance	6. Can you arrange your own transportation? ☐ Independent ☐ Requires Assistance
7. Can you manage your own medications? ☐ Independent ☐ Requires Assistance	8. Can you manage your money? ☐ Independent ☐ Requires Assistance
Use of Information	
The information that is provided on this form is for home-delivered meal assessments only. The information is used by the ND Department of Health & Human Services – Aging Services Section to create reports for the Federal Government and to help identify other services that may be beneficial such as the Nutrition Counseling. This information will <u>not</u> be released/shared with anyone other than the above-mentioned parties unless I sign a separate consent (Release of Information).	

(Revised 5/16/2023)

Name of Meal Site: _____



Exhibit B
CDBG Standard Reimbursement Form



**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



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 C
Applicable Federal Requirements
Other Requirements to Comply with Federal Statutes, Regulations, and 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 the 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 ensure 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: Chris Plank, NDR Program Administrator

DATE: August 18, 2025

**SUBJECT: SUBRECIPIENT AGREEMENT: MINOT COMMISSION ON AGING
HEALTH MAINTENANCE CLINIC**

I. RECOMMENDED ACTION

It is recommended City Council approve the agreement and authorize the Mayor to sign it.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot 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

The Minot Commission on Aging (MCA) provides a health maintenance and foot care clinic for senior residents within the City of Minot. During appointments, residents are seen by a Registered Nurse (RN). Blood pressure checks, review of medication(s), review of current health issues and foot care are all reviewed during the appointment. In addition to assisting with health maintenance, this program also assists in the identification of any new health issues requiring additional medical attention. The actual cost of the service is ninety-three dollars and twenty-five cents (\$93.25). There is a suggested donation by the client of thirty dollars (\$30.00); however, no client aged sixty (60) or older will be denied service due to their inability or unwillingness to donate to the cost of providing

the service.

During the timeframe of July 1, 2025, and ending on December 31, 2025, three thousand five hundred dollars (\$3,500) in CDBG Entitlement dollars will be allocated to offset the suggested donation of thirty dollars (\$30) per visit. Allocated dollars will assist one hundred sixteen (116) senior residents of the City in receiving health maintenance and foot care services.

This will be a reimbursable program. The Subrecipient will submit a monthly draw request for reimbursement by the tenth (10th) day of each month using the standard Reimbursement Form provided by the Grantee (Exhibit B), which will be reviewed by the Grantee for accuracy.

C. Recommendation Detail

Staff recommend Council approve the agreement and authorize the Mayor to sign the MCA Health Maintenance Clinic & Foot Care Agreement.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The Health Maintenance Clinic not only provides foot care, which is critical as one ages, but it can help to identify other health related issues residents may not know existed.

C. Fiscal Impact

Briefly state how this project is being funded. Add written context in the paragraph so the dollar amounts, sources of funding, and expenses are made clear and document whether the project was included in the approved budget.

Project Costs

\$3,500

Project Funding

FY 24 CDBG Entitlement Grant number B-24-MC-38-0005

VI. ALTERNATIVES

The Council could not authorize the Mayor to sign the agreement and direct staff to allocate dollars to other eligible activities, preventing MCA from receiving assistance to support the Health Maintenance and Foot Care Clinic.



**Subrecipient Agreement Between
City of Minot, ND and Minot Commission on Aging
FY24 Health Maintenance & Foot Care Clinic**

THIS AGREEMENT ("Agreement") is entered into on _____, 20____ by and between the City of Minot, ND, a municipal corporation ("Grantee") and Minot Commission on Aging (MCA) ("Subrecipient") for reimbursement for services provided through its Health Care and Maintenance Program to eligible citizens residing within the City of Minot. Referred to 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 the thirty dollar (\$30) suggested fee for services provided by MCA's Health Maintenance & Foot Care Clinic program for the months of July 1, 2025, through December 31, 2025, known herein as the Period of Performance. The Grantee will provide up to three-thousand five hundred dollars (\$3,500) 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; and

WHEREAS, the Subrecipient has legal authority to enter into this Agreement, and the Subrecipient's governing body has duly adopted this Agreement 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 subaward described herein; and

NOW, THEREFORE, the Parties, for and in consideration of the sum to be paid 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 COMMISSION ON AGING
Subrecipient Unique Entity Identifier:	J931M5NWYGR4
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:	July 1, 2025
Subaward Period of Performance End Date:	December 31, 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:	\$3,500
Total Amount of Federal Funds Obligated to Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$3,500
Total Amount of the Federal Award Committed to Subrecipient by the Pass-Through Entity:	\$3,500
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):	Grantee will provide reimbursement for the \$30 suggested fee for services provided by MCA's Health Maintenance & Foot Care Clinic
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 58702-5006
Contact Information for City of Minot's Project Manager:	NDR Grant Administrator PO Box 5006 Minot, ND 58702-5006
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

III. Federal Program Description

MCA provides a health maintenance and foot care clinic for senior residents within the City of Minot. During appointments, residents are seen by a Registered Nurse (RN). Blood pressure checks, review of medication(s), review of current health issues and foot care are all reviewed during the appointment. In addition to assisting with health maintenance, this program also assists in the identification of any new health issues requiring additional medical attention. The actual cost of the service is ninety-three dollars and twenty-five cents (\$93.25). There is a suggested donation by the client of thirty dollars (\$30.00); however, no client aged sixty (60) or older will be denied service due to their inability or unwillingness to donate to the cost of providing the service.

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 the Integrated Disbursement and Information system (IDIS), the matrix code 05A will be used:

05A -Senior Services 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)

Services for the elderly. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve the elderly. If the activity is intended primarily to serve persons with disabilities, use 05B instead.

During the time frame of July 1, 2025, and ending on December 31, 2025, three thousand five hundred dollars (\$3,500) in CDBG Entitlement dollars will be allocated to offset the suggested donation of thirty dollars (\$30) per visit. Allocated dollars will assist one hundred sixteen (116) senior residents of the City in receiving health maintenance and foot care services. Eligible citizens requesting health maintenance and foot care are asked to fill out a Health Maintenance form (Exhibit A), which is used to gather information regarding demographic, nutrition, and daily living activities. This data is used for reporting to the ND Department of Health & Human Services – Aging Service section.

This will be a reimbursable program. The Subrecipient will submit a monthly draw request for reimbursement by the tenth (10th) day of each month using the standard Reimbursement Form provided by the Grantee (Exhibit B), which will be reviewed by the Grantee for accuracy. Any incomplete or ineligible requests from the Subrecipient will be returned to the Subrecipient for revision. Once a draw request is approved, the Grantee will disburse the requested dollar amount, not to exceed the maximum provided in this Agreement, subject to draw-down approval and availability from Housing & Urban Development (HUD) and will advise the Subrecipient promptly if there are concerns regarding the Subaward.

1. Subrecipient is an independent entity under this Agreement and Subrecipient employees are not considered City employees for any purpose under the terms of this Agreement.
2. No part of this Agreement shall be construed to grant to Subrecipient any authority to contract for, on behalf of, or incur obligations on behalf of the Grantee.
3. Subrecipient agrees to comply with all applicable federal clauses found in Exhibit C as well as all state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Subrecipient's failure to comply with this section may be deemed a material breach by Subrecipient, entitling the Grantee to immediately terminate this Agreement for cause.

4. Subrecipient agrees to defend, indemnify, and hold harmless the Grantee, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing meals on wheels services pursuant to this Agreement. Subrecipient also agrees to reimburse the Grantee for all costs, expenses, and attorneys' fees incurred if the Grantee prevails in an action against Subrecipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
5. Subrecipient understands that the Grantee must disclose to the public, upon request, any records it receives from Subrecipient. Subrecipient further understand that any records obtained or generated by Subrecipient under this Agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records laws. Subrecipient agrees to contact Grantee promptly upon receiving a request for information under the public records laws and, at no additional expense to Grantee, comply with Grantee's instructions on how to respond to the request.
6. Subrecipient agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Subrecipient's records are audited by a third party, Subrecipient shall provide the Grantee with the results of the audit within thirty (30) days of receipt.
7. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

Grantee: City of Minot

Attn: NDR Grant Administrator
P.O. Box 5006
Minot, ND 58702
Email: clerk@minotnd.gov

Subrecipient:

Minot Commission on Aging
Attn: Roger Reich, Executive Director
21 1st Ave. SE
Minot, ND 58701
Email: mcoapsc@srt.com

8. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.
9. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. This Agreement, including any Exhibits, contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from their obligations under this Agreement.

11. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

GRANTEE: CITY OF MINOT

Mark Jantzer, Acting Mayor

Date: _____

SUBRECIPIENT: MCA

Roger A. Reich
Title: Roger A. Reich, Executive Director

Date: _____

Attest:

Mikayla McWilliams, City Clerk

Date: _____

Attest:

Title:

Date: _____

Attest:

David Lakefield, Finance Director

Date: _____

Exhibit A
Health Maintenance Form

Health Maintenance	
I. General Information I.A. Assessment Information (Date, type, etc.) 1. What is the date of the assessment? ____/____/____ I.B. Client Identification 1.a. What is the client's first name? _____ 1.b. What is the client's middle initial? _____ 1.c. What is the client's last name? _____ 2. What is the client's date of birth? ____/____/____ 3. Enter the age of the client in years. 4. What is the client's gender? ☐ Female ☐ Male ☐ Unknown 5. Enter the client's telephone number. _____ 6.a. Enter the client's residential street address or Post Office box. _____ 6.b. Enter the client's mailing street address or Post Office box. _____ 6.c. Enter the client's residential city or town. _____ 6.d. Enter the client's mailing state. _____ 6.e. Enter the client's mailing ZIP code. _____	6.f. What county does the client reside in? _____ II. Demographics II.A. Demographics and Indicators (Incl. ethnicity, poverty, etc.) 1. What is the client's ethnicity? ☐ Hispanic or Latino ☐ Not Hispanic or Latino ☐ Unknown 2. What is the client's race? ☐ American Indian/Native Alaskan ☐ Asian ☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander ☐ Non-Minority (White, non-Hispanic) ☐ Other ☐ White-Hispanic 3. Specify the client's primary language. ☐ English ☐ Other 4. Does the Client live alone? ☐ No ☐ Yes ☐ Unknown 5. Is the client's income level below the national poverty level? ☐ No ☐ Yes 6. Is the client socially isolated? ☐ No ☐ Yes

FOR MCA USE ONLY:

Emergency Contact Information

Name:

Phone:

Exhibit B

CDBG Reimbursement Form



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



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 C
Applicable Federal Requirements

Other Requirements to Comply with Federal Statutes, Regulations, and 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 ensure 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: Doug Diedrichsen, Principal Planner

DATE: August 18, 2025

SUBJECT: CASE #2025-41 - CORNERSTONE BANK 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

Consider approval of a minor subdivision plat to combine two lots into one lot.

B. Proposed Project

The address of the property is 415 20th Ave SW, Minot, ND 58701.

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:

The plat will combine two lots into one lot.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

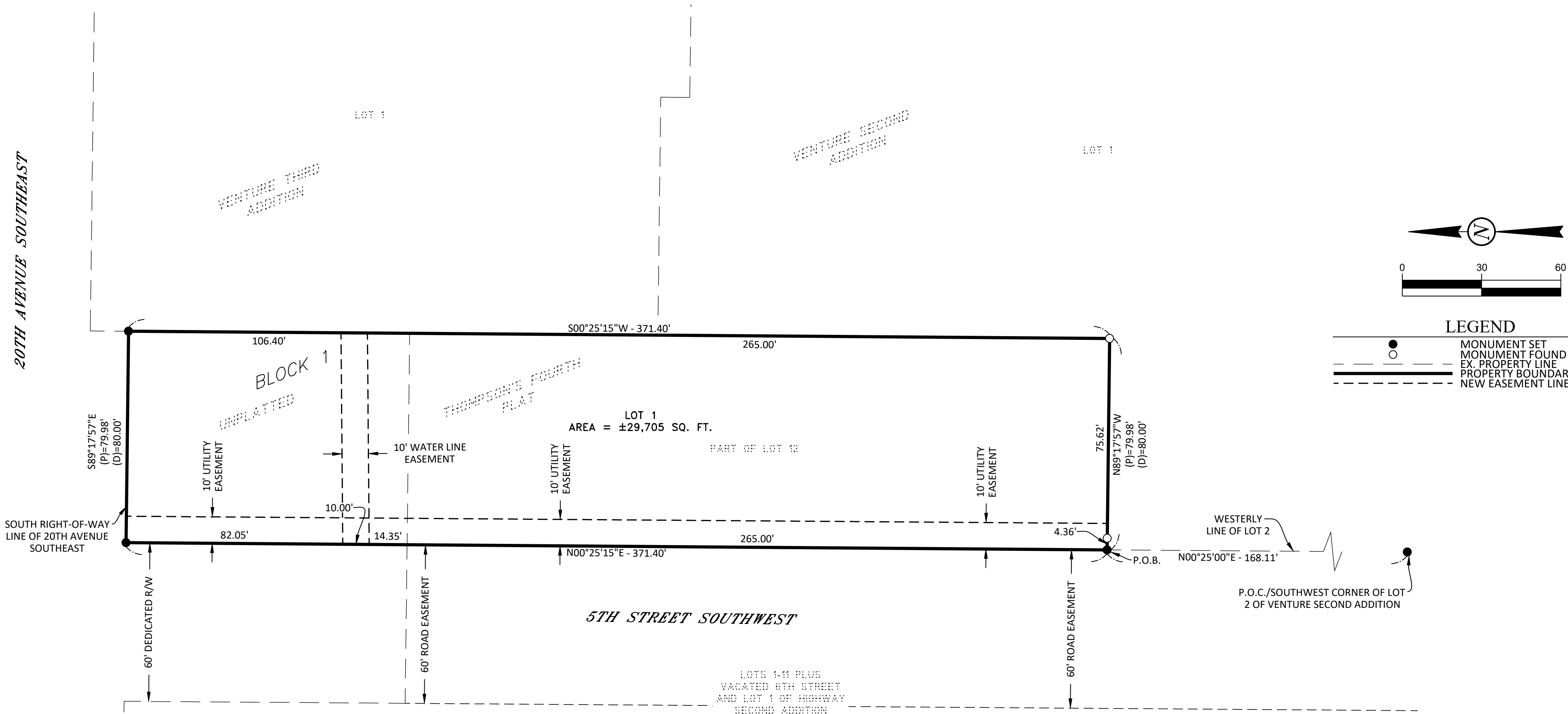
N/A

VI. ALTERNATIVES

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

CORNERSTONE BANK ADDITION

PART OF LOT 12, OF THOMPSON'S FOURTH ADDITION TO THE CITY OF MINOT, AND PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 155 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN
MINOT, WARD COUNTY, NORTH DAKOTA



LEGEND

- MONUMENT SET
- MONUMENT FOUND
- EX. PROPERTY LINE
- PROPERTY BOUNDARY LINE
- NEW EASEMENT LINE

SURVEY INFORMATION

DATE OF SURVEY: 05/23/2025
BASIS OF BEARING: NORTH DAKOTA STATE PLANE COORDINATE
SYSTEM, NORTH ZONE
UNITS: INTERNATIONAL FEET

NOTES

- PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.

EASEMENT OF RECORD

- A RIGHT OF WAY BLANKET EASEMENT GRANTED TO SRT COMMUNICATIONS, INC.

SURVEYOR'S CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS CORNERSTONE BANK ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. DATED THIS _____ DAY OF _____, 2025.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND LS-7513

STATE OF NORTH DAKOTA)
COUNTY OF CASS)SS

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ STATE: _____
MY COMMISSION EXPIRES: _____

SHEET 1 OF 2



Neset
LAND SURVEYS

PART OF LOT 12, OF THOMPSON'S FOURTH ADDITION TO THE CITY OF MINOT, AND PART OF THE NORTHEAST
 QUARTER OF SECTION 35, TOWNSHIP 155 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN
 MINOT, WARD COUNTY, NORTH DAKOTA

KNOW ALL PERSONS BY THESE PRESENTS THAT GRANT WENTZ, MARKET PRESIDENT OF CORNERSTONE BANK, DOES HEREBY CERTIFY:

COMMENCING FROM THE SOUTHWEST CORNER OF LOT 2 OF VENTURE SECOND ADDITION; THENCE N00°25'00"E ALONG THE WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 168.11 FEET TO THE SOUTH LINE OF THE NORTH 265.00 FEET OF THE EAST 80.00 FEET OF LOT 12 OF THOMPSON'S FOURTH PLAT, THE POINT OF BEGINNING; THENCE N00°25'15"E ALONG THE WEST LINE AND AN EXTENSION OF THE WEST LINE OF THE NORTH 265.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 2 A DISTANCE OF 371.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 20TH AVENUE SOUTHEAST; THENCE S89°17'57" ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE 79.98 FEET TO THE EXTENSION OF THE EAST LINE OF THE NORTH 265.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 12; THENCE S00°25'15"W ALONG SAID EXTENSION OF THE EAST LINE A DISTANCE OF 371.40 FEET TO THE SOUTH LINE OF THE NORTH 265.00 FEET OF THE EAST 80.00 FEET OF SAID LOT 12 OF THOMPSON'S FOURTH PLAT; THENCE N89°17'57"W ALONG SAID SOUTH LINE A DISTANCE OF 79.98 FEET TO THE POINT OF BEGINNING.

THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS AND BLOCKS AS SHOWN HEREON, TO BE KNOWN AS "CORNERSTONE BANK ADDITION" TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA. WE HEREBY DONATE AND DEDICATE THE UTILITY EASEMENTS AS SHOWN TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

STATE OF _____)
)SS
COUNTY OF _____)

NOTARY PUBLIC, COUNTY: _____ STATE: _____

MY COMMISSION EXPIRES: _____



07/17/25 08:57:47AM Z:\Neset Shared Files\Cole Projects\ 2025 Projects\25004 LOWRY PROJECTS\58 LE#25009.3 - Cornerstone Bank Minot Replat\Cornerstone Bank Addition.dwg



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: August 18, 2025

**SUBJECT: 2025 STRUCTURE DEMOLITION AND SITE RESTORATION #3755.23
AWARD**

I. RECOMMENDED ACTION

It is recommended City Council approve the contract and authorize the Mayor to sign the agreement with Dig It up Backhoe Services, Inc.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot periodically issues demolition/site restoration bids when sufficient properties with structures have been acquired as part of the acquisition program for flood control projects. The intent is to keep on a schedule which supports the timing of flood control projects while removing structures from creating hazards. The properties included in the bid are 1623 8th Ave SE, 1209 6th Ave SW, and 2723 12th Ave SW. All addresses are within the city limits.

B. Proposed Project

The engineering estimate for this bid, which is pursuant to HUD procurement rules, was required to be prepared prior to the bid. The estimate for this bid was \$240,350.00. Two bids were received. The lowest responsible bid was from Dig It Up Backhoe Services, Inc. in the amount of \$233,250; the bid was \$7,100 (3%) below the engineers' estimate. CDM Smith has submitted a letter of recommendation for the award verifying that it meets the HUD Procurement requirements of being necessary and reasonable. The lowest bidder is registered with [SAM.gov](https://sam.gov) and reflects a report of no active exclusions or debarment.

On Friday, August 8, 2025, at 10am, bids were opened for a Structure Demolition/Site Restoration Contract Award. Below is a copy of the tabulation summary:

Bidder	Total Amount Bid Base
Dig It Up Backhoe Services, Inc	\$233,250
Strata Corporation	\$383,460

C. Recommendation Detail

Staff recommends Council approve the contract and authorize the Mayor to sign the agreement with Dig It Up Backhoe Services, Inc.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

This assures the City is keeping pace with site preparation for flood control projects.

C. Fiscal Impact

State Water Commission and CDBG/NDR funds will be used to cover the full contract amount.

Project Costs

\$233,250

Project Funding

CDBG/NDR funds and State Water Commission

VI. ALTERNATIVES

The Council could deny awarding the bid. Staff would release another bid package for contractors to submit bids. This could delay the site's preparation for flood protection.



Arrowhead Shopping Center
1600 2nd Avenue SW, Suite 27
Minot, ND 58701
tel: 701-837-5813
fax: 701-837-9915
cdmsmith.com

August 11, 2025

City of Minot
Attn: Chris Plank, Disaster Recovery Grant Administrator
10 3rd Avenue SW
P.O. Box 5006
Minot, North Dakota 58702

Subject: 2025 Structure Demolition and Site Restoration – Project No. 3755.23

Dear Mr. Plank:

On August 8, 2025, bids were received for the 2025 Structure Demolition and Site Restoration Project. At the bid opening, two (2) bids were received from the following companies:

- Strata Corporation, Grand Forks, ND
- Dig It Up Backhoe Service, Inc., Minot, ND

The base bids varied from a high of \$383,460.00 to a low of \$233,250.00. The apparent low bid was submitted by Dig It Up Backhoe Service, Inc., and it was determined that their bid contained the required attachments and documentation and was considered acceptable for further review. A detailed review, which included a bid tabulation, was conducted and it confirmed that Dig It Up Backhoe Service, Inc. was the lowest responsive bidder. The bid of \$233,250.00 is \$7,100.00 below the engineer estimate of \$240,350.00. The low bid is 3% lower than the engineer estimate.

CDM Smith checked the System for Award Management website, and it was confirmed that Dig It Up Backhoe Service, Inc. is registered with no active exclusions or debarment status. In addition, a background investigation was conducted and there were no findings of concern.

Therefore, Dig It Up Backhoe Service, Inc. is considered the lowest responsive bidder for this project.

Based on the above information, CDM Smith recommends that the contract be awarded to Dig It Up Backhoe Service, Inc.



2025 Structure Demolition and Site Restoration – Project No. 3755.23

August 8, 2025

Page 2

Please call me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Justin Redding". The signature is stylized with a cursive-like flow.

Justin Redding
CDM Smith Inc.



TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: August 18, 2025

SUBJECT: 2025 NDDOT FLEX FUND SUBMITTAL APPROVAL (4960)

I. RECOMMENDED ACTION

It is recommended City Council authorize city staff to apply to the NDDOT's Flexible Transportation Fund Program (Flex Fund) for the following projects and related applications in order of priority:

- 1. 3rd St NE Bridge - Engineering**
- 2. 16th St SW Interchange Rehabilitation (4753) - Local Funding**
- 3. 2026 Lewis & Clark and Bel Air Safe Routes to School (4823) - Local Funding**
- 4. 2027 Edison Safe Routes to School (4891) - Local Funding**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Flexible Transportation Fund (Flex Fund) was established by the 68th Legislative Assembly to complement the Federal Aid Highway program and further support an interconnected transportation system in our great state. After the success of the first round, the 69th Legislative Assembly expanded the program with additional funding and designating programs within the fund.

The mission of the Flexible Transportation Fund is to invest in North Dakota's existing infrastructure by funding projects that reduce long-term maintenance and operations costs and improve the connectivity, efficiency, and safety of our transportation network.

The Flex Fund creates an opportunity to apply federal funds in areas that were previously not eligible. For example, this could include funding for roadways and bridges not on the federal aid system as well as additional cost match on large

state or federal aided projects.

The City of Minot previously applied for Flex Funds in 2023 but was not awarded a grant.

B. Proposed Project

The Engineering Department proposes that the City of Minot submit the following applications, as listed in their priority.

1. 3rd Street NE Bridge - Preliminary Engineering
 - a. The City of Minot is currently undertaking a rehabilitation project for the 3rd Street NE bridge. But serious considerations need to be given to the future of the bridge as a possible replacement or removal in the near future is needed. While the 3rd Street NE bridge replacement does not currently have a defined project scope nor an engineering consultant under contract, the Engineering Department has an estimate of \$1,500,000 for preliminary engineering. The Engineering Department currently has \$1,200,000 in federal funding allocated through the NDDOT in 2027 with the local share being the remainder \$300,000. The Engineering Department is proposing to apply to the Flex Fund to speed up the preliminary engineering process a year by applying for \$1,200,000, the same federal match, in Flex Funding for 2026.
2. 16th Street SW Interchange Rehab (4753) - Local Funding
 - a. The 16th Street SW Interchange Rehabilitation project is currently slated with the NDDOT for 2027 construction. The construction industry has faced significant inflation since the project was locked in with the NDDOT, resulting in the City needing to absorb a larger local agency cost share than initially anticipated. The 16th Street SW Interchange Rehabilitation project currently has a \$6,514,288 construction cost estimate with a federal share of \$3,625,359 and a local share of \$2,888,929. The Engineering Department is proposing to apply for the Flex Fund to cover \$1,500,000 of the local agency construction cost share.
3. 2026 Lewis & Clark / Bel Air Safe Routes to School (4823) - Local Funding
 - a. The 2026 Lewis & Clark / Bel Air Safe Routes to School project was awarded to the City of Minot by the NDDOT in April 2024. This project has a construction estimate of \$1,590,739 with a \$1,287,385 federal and \$303,354 local agency cost share. The Engineering Department is proposing to apply for the Flex Fund to cover 50% of local agency construction cost share for a dollar value of \$151,677.
4. 2027 Edison Safe Routes to School (4891) - Local Funding
 - a. The 2027 Edison Safe Routes to School project was awarded to the City of Minot by the NDDOT in June 2025. This project has a construction estimate of \$1,080,156 with a \$874,170 federal and \$205,986 local agency cost share. The Engineering Department is proposing to apply

for the Flex Fund to cover 50% local agency construction cost share for a dollar value of \$102,993.

C. Recommendation Detail

The NDDOT has stated that priority will be given to projects that match funds (such as discretionary grants, FEMA, private funds, etc.) or that improve local corridors.

IV. IMPACT

A. Aspirations

Prepared & Resilient
Excellent & Connected

B. Service/Delivery Impact:

The Engineering Department believes the proposed Flex Fund projects are impactful to the community of Minot as well as have a chance at being selected as Flex Fund projects through the NDDOT.

C. Fiscal Impact

Currently, the projects listed in the proposed Flex Fund application have a variety of existing funding sources. The intent of the Flex Fund application is to supplement and speed up projects that were initially funded solely by city funds.

Project	Request Year	Project Construction/ Engineering Cost	Current City Cost Share	Existing Funding Source	Flex Fund Reimbursemen t Request
3rd St NE Bridge Replacement - Preliminary Engineering	2026	\$1,500,000	\$300,000	Sales Tax Infrastructure	\$1,200,000
16th Street SW Interchange Rehab (4753)	2027	\$6,514,288	\$2,888,929	Hub City	\$1,500,000
2026 Lewis & Clark / Bel Air Safe Routes to School (4823)	2026	\$1,590,739	\$303,354	Sales Tax Infrastructure	\$151,677
2027 Edison Safe Routes to School (4891)	2027	\$1,080,156	\$205,986	Sales Tax Infrastructure	\$102,993

Flex Fund project scoring and selection are based upon a variety of components. One of which is the level of outside funding and inside funding.

Having an outside match, such as federal funding, is viewed favorably by the NDDOT.

VI. ALTERNATIVES

Alternative 1: Council could choose to not apply to the Flex Fund program. Staff would continue to explore funding opportunities to future projects.

Alternative 2: Council could choose to revise the proposed priority list. Any revision would be detailed in the Flex Fund application.

Alternative 3: Council could choose to remove and/or add projects to the Flex Fund application. Applications are due September 19, 2025; additional direction would be needed in a timely manner to allow staff to work on the application.

Alternative 4: Council could choose to increase or reduce the reimbursement request. An increase in reimbursement request may be viewed negatively by the NDDOT but has the potential to save city funds. Conversely, a decrease in the reimbursement request could be viewed positively by NDDOT at the expense of city funds.



TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: August 18, 2025

SUBJECT: CASE #2025-42 - MANTZ 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

Consider approval of a minor subdivision plat to modify the property lines.

B. Proposed Project

The address of the proposed project is 1005 & 1019 55th St SE, Minot, ND 58701

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:

The plat will modify the property lines.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.



MANTZ ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

BEING OUTLOT 5, LYING IN THE SW¹/₄SW¹/₄, SECTION 22, TOWNSHIP 155 N, RANGE 82 W,
WARD COUNTY, NORTH DAKOTA

DESCRIPTION:

Know all men by these presents that Todd and Marchelle Mantz, being Owners and Proprietors, of the North Half of Outlot 5 and TM Mantz Properties, LLC, being Owner and Proprietor, of the South Half of Outlot 5, lying in the SW¹/₄SW¹/₄, Section 22, Township 155 N, Range 82 W, of the 5th Principal Meridian, Ward County, North Dakota, being more particularly described as follows:

Beginning at the Southwest Corner, of Outlot 5, lying in the SW¹/₄SW¹/₄, Section 22, Township 155 N, Range 82 W, Ward County, North Dakota, a Plat being on file at the Ward County Recorder's Office; Thence N 0°46'37" E, on the West Line, of said Outlot 5, a distance of 576.44 FT, to the Northwest Corner, of said Outlot 5; Thence S 89°41'16" E, on the North Line, of said Outlot 5, a distance of 149.95 FT, to the Northeast Corner, of said Outlot 5; Thence S 0°46'03" W, on the East Line, of said Outlot 5, a distance of 576.50 FT, to the Southeast Corner, of said Outlot 5; Thence N 89°39'57" W, on the South Line, of said Outlot 5, a distance of 150.05 FT, to the Point of Beginning.

Said described tract, of land contains 1.99 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Mantz Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

Todd Mantz

Marchelle Mantz

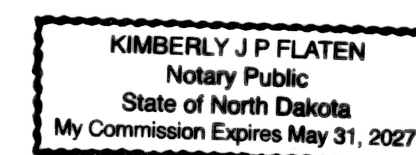
Todd Mantz - President
TM Mantz Properties, LLC

Marchelle Mantz - Member
TM Mantz Properties, LLC

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 8th Day of August, 2025, before me, a Notary Public in and for said State, Appeared Todd and Marchelle Mantz, well known to be the persons described in the foregoing description and acknowledged to me that they executed the same on their own free act and deed.

My commission expires



Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

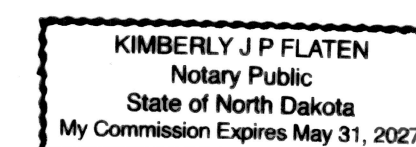
I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge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

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

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 7th Day of August, 2025, 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



Notary Public, State of North Dakota

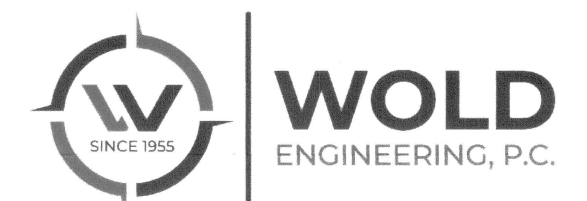
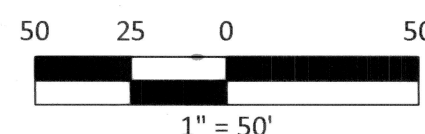
APPROVAL

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

Approved: _____, 2025
Minot City Engineer

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.



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



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: August 18, 2025

SUBJECT: 2025 WATERMAIN REPLACEMENT - NW ALLEYS - FINAL PAYMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the 2025 Watermain Replacement - NW Alleys Project to Post Construction, Inc. in the amount of \$20,552.93.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Water and Sewer Department budgets funds for watermain replacement in areas where old watermains are in poor condition. This year, \$2 million was allocated for this project. The area was chosen based on being an area that required significant maintenance repairing watermain breaks.

B. Proposed Project

Work for this project will concentrate in an area of town where there are frequent watermain breaks east of Oak Park.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Contractor's Low Bid	\$334,108.00
<u>Net Change</u>	<u>\$19,475.50</u>
Final Construction Cost	\$353,583.50

The project had change orders for quantity overruns and a necessary driveway repair.

Project Funding

Funds for this project were budgeted in the 2025 Watermain Maintenance budget in the amount of \$2,000,000 (Account 14061000-44501).

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner: <u>City of Minot</u> Engineer: <u>City of Minot</u> Contractor: <u>Post Construction, Inc.</u> Project: <u>2025 Watermain Replacement - NW Alleys</u> Contract: <u>2025 Watermain Replacement - NW Alleys</u>	Owner's Project No.: <u>4877.1</u> Engineer's Project No.: <u>4877.1</u> Contractor's Project No.: _____
Application No.: <u>3-Final</u> Application Date: <u>7/17/2025</u> Application Period: From <u>7/18/2025</u> to <u>8/11/2025</u>	

1. Original Contract Price	\$	334,108.00	✓
2. Net change by Change Orders	\$	19,475.50	✓
3. Current Contract Price (Line 1 + Line 2)	\$	353,583.50	✓
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	353,583.50	
5. Retainage			
a. <u>0%</u> X \$ <u>353,583.50</u> Work Completed	\$	-	
b. _____ X \$ _____ Stored Materials	\$	-	
c. Total Retainage (Line 5.a + Line 5.b)	\$	-	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	353,583.50	
7. Less previous payments (Line 6 from prior application)	\$	333,030.57	
8. Amount due this application	\$	20,552.93	✓
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	-	

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

Contractor: <u>Post Construction, Inc.</u> Signature: _____ Date: <u>8/13/2025</u>
--

Recommended by Engineer By: _____ Title: _____ Date: _____	Approved by Owner By: <u>Veronica M. Meyer</u> Title: <u>Senior Project Manager</u> Date: <u>8/13/25</u>
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot									Owner's Project No.:	4877.1	
Engineer:	City of Minot									Engineer's Project No.:	4877.1	
Contractor:	Post Construction, Inc.									Contractor's Project No.:		
Project:	2025 Watermain Replacement - NW Alleys											
Contract:	2025 Watermain Replacement - NW Alleys											
Application No.:		3-Final	Application Period:		From	07/01/25	to	07/18/25	Application Date:			07/17/25
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
Original Contract												
1	CONTRACT BOND	1	LS	\$ 8,500.00	8,500.00	1.00	8,500.00		8,500.00	100%	-	
2	MOBILIZATION	1	LS	\$ 7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-	
3	TRAFFIC CONTROL	1	LS	\$ 2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-	
4	EROSION CONTROL	1	LS	\$ 1,500.00	1,500.00	1.00	1,500.00		1,500.00	100%	-	
5	TEMPORARY WATER SERVICE	1	LS	\$ 7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-	
6	REMOVE CURB & GUTTER	15	LF	\$ 10.00	150.00	38.00	380.00		380.00	253%	(230.00)	
7	REMOVE CONCRETE SIDEWALK	10	SY	\$ 10.00	100.00	13.00	130.00		130.00	130%	(30.00)	
8	REMOVE CONCRETE DRIVEWAY PAVEMENT	22	SY	\$ 10.00	220.00	38.00	380.00		380.00	173%	(160.00)	
9	REMOVE BITUMINOUS PAVEMENT	1,100	SY	\$ 4.00	4,400.00	1,206.00	4,824.00		4,824.00	110%	(424.00)	
10	ABANDON CURB STOP	19	EA	\$ 50.00	950.00	15.00	750.00		750.00	79%	200.00	
11	REMOVE GATE VALVE	3	EA	\$ 950.00	2,850.00	3.00	2,850.00		2,850.00	100%	-	
12	REMOVE HYDRANT	1	EA	\$ 1,000.00	1,000.00	1.00	1,000.00		1,000.00	100%	-	
13	REMOVE PIPES ALL TYPES & SIZES	9	LF	\$ 2.00	18.00	9.00	18.00		18.00	100%	-	
14	IMPORTED BACKFILL	50	CY	\$ 25.00	1,250.00	50.00	1,250.00		1,250.00	100%	-	
15	6" PVC C900 WATERMAIN	29	LF	\$ 165.00	4,785.00	41.00	6,765.00		6,765.00	141%	(1,980.00)	
16	6" PVC FUSIBLE C900 WATERMAIN	668	LF	\$ 185.00	123,580.00	620.00	114,700.00		114,700.00	93%	8,880.00	
17	WATER SERVICE PIPE - 3/4"	25	LF	\$ 140.00	3,500.00	25.00	3,500.00		3,500.00	100%	-	
18	WATER SERVICE PIPE - LEAD LINE REPLACEMENT (ALL SIZES)	285	LF	\$ 45.00	12,825.00	130.00	5,850.00		5,850.00	46%	6,975.00	
19	CURB STOP - 3/4" (CITY SUPPLIED BRASS)	17	EA	\$ 3,000.00	51,000.00	20.00	60,000.00		60,000.00	118%	(9,000.00)	
20	5" HYDRANT 8.5' BURY	1	EA	\$ 8,500.00	8,500.00	1.00	8,500.00		8,500.00	100%	-	
21	6" GATE VALVE BOX & RISER	4	EA	\$ 4,500.00	18,000.00	5.00	22,500.00		22,500.00	125%	(4,500.00)	
22	FITTINGS - 6" TEE	2	EA	\$ 850.00	1,700.00	2.00	1,700.00		1,700.00	100%	-	
23	FITTINGS - 6" CAP	1	EA	\$ 600.00	600.00	1.00	600.00		600.00	100%	-	
24	RECONNECT WATER SERVICES ALL TYPES & SIZES	17	EA	\$ 750.00	12,750.00	20.00	15,000.00		15,000.00	118%	(2,250.00)	
25	CONNECT TO EXISTING WATERMAIN	2	EA	\$ 4,000.00	8,000.00	2.00	8,000.00		8,000.00	100%	-	
26	TOPSOIL - IMPORT	5	CY	\$ 45.00	225.00	5.00	225.00		225.00	100%	-	
27	CONCRETE CURB & GUTTER	15	LF	\$ 115.00	1,725.00	38.00	4,370.00		4,370.00	253%	(2,645.00)	
28	4" CONCRETE SIDEWALK	10	SY	\$ 150.00	1,500.00	13.00	1,950.00		1,950.00	130%	(450.00)	
29	CONCRETE DRIVEWAY PAVEMENT	22	SY	\$ 200.00	4,400.00	38.00	7,600.00		7,600.00	173%	(3,200.00)	
30	AGGREGATE BASE, CLASS 5	140	TN	\$ 26.00	3,640.00	310.00	8,060.00		8,060.00	221%	(4,420.00)	
31	BITUMINOUS TACK COAT	120	GAL	\$ 6.50	780.00	121.00	786.50		786.50	101%	(6.50)	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot										Owner's Project No.:	4877.1
Engineer:	City of Minot										Engineer's Project No.:	4877.1
Contractor:	Post Construction, Inc.										Contractor's Project No.:	
Project:	2025 Watermain Replacement - NW Alleys											
Contract:	2025 Watermain Replacement - NW Alleys											
Application No.: 3-Final												
Application Period: From 07/01/25 to 07/18/25												
Application Date: 07/17/25												
A	B	C	D	E	F	G	H	I	J	K	L	
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)					
32	HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	270	TN	\$ 138.00	37,260.00	290.00	40,020.00		40,020.00	107%	(2,760.00)	
33	SEEDING (HYDROMULCH)	20	SY	\$ 45.00	900.00	30.00	1,350.00		1,350.00	150%	(450.00)	
					-		-		-		-	
Original Contract Totals					\$ 334,108.00		\$ 350,558.50	\$ -	\$ 350,558.50	105%	\$ (16,450.50)	

Contractor's Application for Payment

EJCDC C-620 Contractor's Application for Payment
 Unit Price (3) (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved. Page 175



TO: Mayor and Members of the City Council

FROM: Kelly Beck, Human Resources Director

DATE: August 18, 2025

SUBJECT: NDPERS RETIREMENT PLAN: MOVE TO PUBLIC SAFETY PLAN ON OCTOBER 1, 2025

I. RECOMMENDED ACTION

- 1. It is recommended City Council move to amend notification to NDPERS that the City of Minot is expanding the Public Safety Defined Benefit Retirement Plan per HB 1419 and will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective October 1, 2025; and**
- 2. Authorize the Mayor to sign the NDPERS Public Safety Retirement Employer Participation Agreement.**

II. DEPARTMENT CONTACT PERSONS

Kelly Beck, Human Resources Director, 701-857-4753

III. DESCRIPTION

A. Background

During the 2025 legislative session, HB1419 expanded the definition of 'First Responder' to allow EMS and Dispatch staff to become eligible for the Public Safety Retirement Plan. Prior to this change, only firefighters and sworn law enforcement were eligible to participate.

The benefits include a lower retirement eligibility age and a higher benefit multiplier, as well as reduced employee contributions with increased employer contributions and a defined health credit.

B. Proposed Project

Current dispatch employees participate in an NDPERS plan or the City's 401a plan. This change would allow for dispatch employees to enroll in the NDPERS Public Safety Retirement Plan. The current DC25 plan is closing on 9/30/2025. This will allow dispatch participants to enroll directly into the Public Safety Retirement Plan without waiting 3 months.

C. Recommendation Detail

Move to notify NDPERS that the City of Minot is expanding the Public Safety Defined Benefit Retirement Plan per HB 1419 and will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees with a revised effective date of October 1, 2025.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

City of Minot will offer the plan to all eligible Public Safety Telecommunicator (Dispatch) employees effective October 1, 2025.

C. Fiscal Impact

There will be a change in the rate of employer contributions. 1.5 to 2% lower on employee contributions and 13.77% for employer contributions. Currently, the employer contribution is 9.26% (depending on which plan the employee is currently on).

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Keep resolution as is and dispatch employees would not be enrolled in any type of retirement from 9/30/2025 until 1/1/2026.

**EMPLOYER PARTICIPATION AGREEMENT
IN THE
NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM
PUBLIC SAFETY RETIREMENT PLAN**

This Agreement is entered into pursuant to Section 54-52-02.1 of the North Dakota Century Code (N.D.C.C.) by and between City of Minot (ORG), North Dakota, as authorized by the resolution hereto attached and the state of North Dakota, by and through its NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM (NDPERS) as authorized by the Retirement Board through its chairman and executive director and shall be effective on _____ 1, 2025.

Whereas, a referendum of the eligible peace officers, correctional officers, firefighters, dispatchers, and emergency medical services personnel of City of Minot (ORG), North Dakota, has been held pursuant to N.D.C.C. §54-52-02.2, and a majority of such eligible employees voted in favor of participation in NDPERS and City of Minot (ORG) has determined that this Agreement should be entered into; and

Whereas, the Retirement Board agrees to extend the benefits of NDPERS to eligible employees of ORG;

Now, therefore, it is agreed and understood that:

1. All of the provisions of N.D.C.C. ch. 54-52 and the current or later amended rules of the Retirement Board shall apply with regard to benefits, contributions and administration of the system.
2. The employee contribution rate has been actuarially determined to be as percentage of "wages" and "salaries" as defined in N.D.C.C. §54-52-01 for those eligible employees employed as of the date of this Agreement and for those eligible employees whose date of employment is after the effective date.
3. The employer contribution rate shall be a percentage of "wages" and "salaries" for all eligible employees as defined in N.D.C.C. §54-52-01, which specific percentage shall be determined by the Retirement Board. See N.D.C.C. §§54-52-06 and 54-52.1-03.2.)
4. Eligible employees who are employed by City of Minot (ORG) at the time this Agreement is entered into have the option of not participating in NDPERS. Eligible employees who waive participation in NDPERS may not have their pay increased as a result of that waiver, which determination shall be made by the Retirement Board in its sole discretion, and any violation of this requirement will constitute a breach of this Agreement.
5. All eligible employees hired by City of Minot (ORG) on or after _____ 1, 2025, must participate in NDPERS.

6. Should City of Minot (ORG) wish to terminate membership with NDPERS, it shall do so only after:
- (a) Submitting a request in writing to the Retirement Board at least sixty (60) days prior to the requested date of withdrawal; and
 - (b) Complying with N.D.C.C. §54-52-02.1 and administrative rules of the Retirement Board regarding withdrawal from the system.
7. This Agreement may be amended in writing by mutual agreement of both parties.
8. If the City of Minot (ORG) fails to perform according to its statutory participation requirements and the terms of this Agreement, the Retirement Board may terminate the City of Minot (ORG)'s enrollment in NDPERS. The termination shall be performed pursuant to the withdrawal procedures outlined in N.D.C.C. ch. 54-52.

Executed at Minot, North Dakota, this 18 day of August, 2025.

City of Minot (ORG)

By _____ - Mayor, City of Minot

By _____

Executed at Bismarck, North Dakota, this ____ day of _____, 20____.

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM

By _____
Executive Director



TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: August 18, 2025

**SUBJECT: RATIFY PERMISSION TO APPLY FOR INSPIRITUS GRANT FOR
POLICE DEPARTMENT**

I. RECOMMENDED ACTION

It is recommended City Council ratify the Police Department's application for the grant and the signature of the Mayor on the endorsement letter.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Chief Frye has aspirations to make the Minot Police Department a destination department where officers come to stay and raise their families in the community.

B. Proposed Project

The proposed project is to apply for and receive the Inspiritus grant. With these funds, the Police department is looking to "rebrand" by adding uniform accessories and reworking the look of the PD logo and patch.

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

The MPD is looking to gain interest from qualified candidates to improve the hiring process. MPD also wants make sure that retention is a focus of the department as well.

B. Service/Delivery Impact:

By accepting the request for permission, we will be able to apply for funds that would allow the Police Department to outfit all officers with new formal

caps, rework the patch and logo, and to offer ribbons and array to officers. We can expect improvement in morale, quality of service, and customer experience.

C. Fiscal Impact

This project will be grant funded should we receive our request.

Project Costs

\$50,000 will be the requested amount. This allows the City of Minot to purchase the items proposed with the rebranding project.

Project Funding

Grant awards - none at this time

VI. ALTERNATIVES

The City Council could direct staff to look at other funding sources.

The City Council could choose not to ratify the application and endorsement letter, which would then result in the City of Minot not accepting the funds if granted.



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: Bryan Banfill, Public Works Director

DATE: August 18, 2025

SUBJECT: EQUIPMENT DISPOSAL AND AUCTION APPROVAL

I. RECOMMENDED ACTION

It is recommended City Council approve the disposal of the identified excess equipment to allow staff to begin the online surplus auction actions.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

We are requesting to dispose of the following surplus equipment in accordance with Sec 2-4 of the Minot Municipal code:

Description	Serial No
1998 MINOT FUEL TRAILER	ND67478
1981 DODGE RAM 259 CUSTOM	1B7JD24P7BS158449
1977 JOHN DEERE 770	005506T
1995 OSHKOSH SNOWBLOWER	10T3E0BD4S1051010
1993 TORO MOWER	VSG-4111-6005A
1988 YAMAHA G2	J38-073467
2006 FORD EXPEDITION	1FMPU16556LA62928
2014 FORD EXPEDITION	1FMJU1G53EEF42117
2001 DODGE 2500	3B7KF26Z61M563576
1996 FORD F800	1FDYF80C1TVA28970
2016 CASE/IH 55C	ZGMFB1719

2016 CASE/IH 55C	ZGMFB1718
1999 GMC TC7H042	1GDP7H1C3XJ508335
1985 IHC S 1900	1HTLKTVROFHA60845
1993 TORO SNOWBLOWEWR	30718-20377
1993 TORO MOWER	127279
1993 TORO MOWER	30132
2008 JEEP WRANGLER 4X4	1J4FZ24188L559198
2016 FORD EXPEDITION	1FMJU1GT4GEF45092
2015 DODGE 1500	1C6RR7ST0FS759944
2014 FORD PI SEDAN	1FAHP2MK4EG175300

B. Proposed Project

Equipment items will be sold using an online auction site (or auction service). This process/service will be the same or similar to what has been used in the past for the sale of surplus equipment.

C. Recommendation Detail

Recommend approval for the disposal of the identified excess equipment. Items will be sold through an online surplus auction.

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

The disposal of the aged equipment items will lesson growing maintenance costs associated with these equipment items.

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A

8/8/2025 - 1:46 PM

Vehicles Waiting Auction

Unit Number	Description	Serial No	Delivery Date	Dept. Code	Comments
300	1998 MINOT FUEL TRAILER	ND67478	8/18/1996	500	PAST USE FULL LIFE
305	1981 DODGE RAM 259 CUSTOM	1B7JD24P7BS158449	11/1/1993	500	PAST USEFUL LIFE
315	1977 JOHN DEERE 770	005506T	12/1/1977	500	PAST USEFUL LIFE IN YEARS
322	1995 OSHKOSH SNOWBLOWER	10T3E0BD4S1051010	12/1/1994	500	PAST FAA USEFUL LIFE
3320	1993 TORO MOWER	VSG-4111-6005A	1/1/1950	500	OUT OF SERVICE NON RUNNING
348	1988 YAMAHA G2	J38-073467	1/1/1975	500	RUNS AND DRIVES NO LONGER NEEDED
41	2006 FORD EXPEDITION	1FMPU16556LA62928	2/17/2006	360	TRANSMISSION SLIPPING NOT COST EFFECTIVE TO REPAIR
410	2014 FORD EXPEDITION	1FMJU1G53EEF42117	6/4/2014	360	REPAIRS NEEDED ARE NOT COST EFFECTIVE. REPAIRS INCLUDE TIRES, BRAKES, STRUTS AND TUNEUP (SPARK PLUGS, COILS, ECT.)
50	2001 DODGE 2500	3B7KF26Z61M563576	5/23/2001	600	PAST USEFUL LIFE IN YEARS
515	1996 FORD F800	1FDYF80C1TVA28970	5/8/1996	610	OLDER TRUCK THAT HAS NOT BEEN USED FOR MANY YEARS.
557	2016 CASE/IH 55C	ZGMFB1719	8/18/1996	620	TRACTOR HAS TRANSMISSION AND EMISSION CONTROL ISSUES ESTIMATED TO COST \$10,000.00 PLUS TO REPAIR. NOT COST EFFECTIVE TO REPAIR AND HAVE BEEN REPLACED WITH NEW UNITS.
5590	2016 CASE/IH 55C	ZGMFB1718	8/18/1996	620	TRACTOR HAS TRANSMISSION AND EMISSION CONTROL ISSUES ESTIMATED TO COST \$10,000.00 PLUS TO REPAIR. NOT COST EFFECTIVE TO REPAIR AND HAVE BEEN REPLACED WITH NEW UNITS.
714	1999 GMC TC7H042	1GDP7H1C3XJ508335	3/5/1999	400	TRUCK HAS MULTIPLE WIRING AND TRANSMISSION ISSUES AND PARTS ARE NOT AVAILABLE. THE TRUCK IS NOT COST EFFECTIVE TO REPAIR. SANDER WAS MOVED TO ANOTHER TRUCK INT THE FLEET.
800	1985 IHC S 1900	1HTLKTVROFHA60845	10/1/1985	390	THIS TRUCK HAS MAJOR FRAME DAMAGE AND IS NOT COST EFFECTIVE TO REPAIR.
A332	1993 TORO SNOWBLOWEWR	30718-20377	1/1/1993	500	ATTACHMENT FOR UNIT 3320 NON RUNNING 1993 MOWER
B332	1993 TORO MOWER	127279	1/1/1993	500	ATTACHMENT FOR UNIT 3320 NON-RUNNING 1993 MOWER
C332	1993 TORO MOWER	30132	1/1/1993	500	ATTACHMENT FOR UNIT 3320 NON-RUNNING 1993 MOWER
DELETE P26 25	2008 JEEP WRANGLER 4X4	1J4FZ24188L559198	11/30/2007	210	2008 WITH 194000+ MILES RUNNING BAD ENGINE USING AND LEAKING COOLANT
DELETE P42	2016 FORD EXPEDITION	1FMJU1GT4GEF45092	8/18/1996	210	145000+ MILES RUNNING WITH TURBO ISSUES
P23	2015 DODGE 1500	1C6RR7ST0FS759944	7/22/2015	210	EXCEEDED USEFUL LIFE WITH OVER 200,000 MILES
P300	2014 FORD PI SEDAN	1FAHP2MK4EG175300	8/18/1996	210	10 YEARS OLD OVER 100,000 MILES NON-RUNNING ELECTRICAL ISSUE

Sum(Original Cost)
267,119.58



TO: Mayor and Members of the City Council

FROM:

DATE: August 18, 2025

SUBJECT: CITY OF MINOT AND MINOT STATE UNIVERSITY STUDENT APPRENTICESHIP CONTRACT

I. RECOMMENDED ACTION

It is recommended City Council approve the City of Minot and Minot State University Student Apprenticeship contracts and approve the Chief of Police or his designee to sign the agreements with each student.

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

In April 2025, the City Council approved a partnership between the Minot Police Department and Minot State University to develop a relationship which will result in a pipeline of qualified police officers for the Minot Police Department. As part of this initiative, the Council endorsed a plan for the City of Minot to cover educational expenses, including tuition, books, and mandatory fees, for participating students. In return, the Minot Police Department intends to require a three-year service commitment from these students upon completion of their education.

B. Proposed Project

With support from the City of Minot Human Resources team and the City Attorney's Office, the Minot Police Department developed an agreement outlining the expectations of the MSU Apprenticeship Program for participating students.

C. Recommendation Detail

During the presentation to the council, the police department requested that students commit to three years of service upon completing the program, in recognition of the City's investment. This contract, among other provisions, formalizes that commitment.

IV. IMPACT

A. Aspirations

By working with MSU, our strategic partner we are working to be Dynamic and Flourishing, Prepared and Resient, Safe and Welcoming, and excellent and connected.

B. Service/Delivery Impact:

By developing this agreement, the Minot Police Department is working to protect the investment of the city while developing qualified employees to staff the department into the future.

C. Fiscal Impact

This Agreement does not have a fiscal impact.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Alternative 1. The Council could decline to approve the contract, which would leave participants without a clear outline of the program's expectations and without a commitment to the department.

Alternative 2. The Council could adjust the terms of the agreement to include the participant's commitment.



City of Minot and Minot State University Student Apprenticeship Contract

THIS CONTRACT, made and entered this ____ day of _____, 202__, ("Effective Date") by and between the City of Minot, hereinafter ("City"), and _____, hereinafter ("Student"), referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the City, through its Police Department, has established an Apprenticeship Program with Minot State University, hereinafter ("MSU"), to support public safety and provide practical training for students pursuing a degree in criminal justice;

WHEREAS, the City seeks to support eligible students enrolled in the criminal justice program at MSU through a combination of employment of students and payment of college tuition, books, and mandatory student fees;

WHEREAS, in consideration of this financial support, the Student agrees upon completion of a minimum of sixty (60) credit hours or an associate's degree at MSU and all Minot Police Department Police Officer application requirements to work as a full time Minot Police Officer for a minimum of three (3) years;

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

1. Term. The term of this Contract shall be from the Effective Date until the Student completes three (3) years of employment with the City as a full time Minot Police Officer.
2. Student Commitment.
 - a. The Student certifies they are currently enrolled in the Criminal Justice program at MSU and are maintaining good academic standing.
 - b. The Student will maintain full time student status.
 - c. The Student will maintain a minimum grade point average ("GPA") at MSU of 2.0.
 - d. The Student will cooperate in scholarship and any other supplemental funding applications like 'CareerBuilders' to assist the City with supplementing funding for this Apprenticeship Program.
 - e. The Student will cooperate with and help facilitate the City's payment of tuition, books, and mandatory student fees in a timely manner so as to prevent any late fees.

- f. The Student agrees to serve as a Community Service Officer, hereinafter ("CSO"), for the Minot Police Department while a Student at MSU. The terms of this provision will be determined by the CSO's supervisor at the Minot Police Department.
 - g. The Student will be under supervision and shall comply with all policies, procedures, and training requirements of the Minot Police Department and the City of Minot.
 - h. If the Student has contact with law enforcement (traffic ticket, infraction, criminal citation, criminal charge, etc.) in any state, the Student shall report the same to their immediate supervisor within forty-eight (48) hours.
 - i. The student will work with the Minot Police Department to apply to be a full time Police Officer and enroll in the Police Academy upon leaving MSU and promote into a full-time role with Minot Police Department.
 - j. Upon successful completion of the Police Academy, the Student will work for the remainder of the term of this Contract as a full time sworn officer for the Minot Police Department.
 - k. If the Student should voluntarily resign from employment with the City or is properly terminated from employment with the City during the term of this Contract, or this Contract is terminated pursuant to Section 4 b. of this Contract, the Student agrees to pay to the City the amount of tuition, books, and mandatory student fees, that has been paid by the City.
 - i. The Student must pay the total amount owed to the City in full within twenty-four (24) months of written notice of the amount owed to the City.
 - ii. The City reserves the right to retain any moneys owed to the Student at the time of termination of this Contract in order to offset any amount of money owed to the City by the Student as outlined in this Contract.
3. City Commitment.
- a. The City will pay for up to four (4) semesters of full-time education for the Student at MSU.
 - b. The City will employ the Student as a CSO while the Student is attending MSU and remains in compliance with the terms of this Contract.
 - c. The City will pay the Student's tuition, books, and mandatory student fees at MSU when due each semester.

- d. The City will not be responsible for any late fees associated with late payments for tuition, books, and mandatory student fees that are not the fault of the City.
- e. The City will employ the Student as a qualified full time Police Officer for the remainder of the term of this Contract after the Student leaves MSU pending successful completion by the Student of all requirements.

4. Termination.

- a. This Contract may be terminated by mutual consent of both parties executed in writing.
- b. This Contract may be terminated by the City if the Student becomes unqualified or unable to serve as a CSO and/or sworn police officer.
- c. This Contract may be terminated by the City at any time due to lack of funding or other budgetary constraints.

5. Notice. All notices or other communications required under this Contract must be given in writing and acknowledged by written receipt.

6. Addresses.

City:	Student:
City of Minot	
c/o Chief of Police or Designee	
P.O. Box 5006	
Minot, ND 58702	
Email:	

7. Compliance.

- a. The Student shall work with the Chief of the Minot Police Department or their designee to maintain compliance with this Contract.
- b. The Student shall provide a transcript to Minot Police Department showing the Student's GPA within thirty (30) days of the completion of each semester at MSU.

8. Severability. If any term of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.

9. Counterparts. The parties may execute this Contract in any number of counterparts, each of which, when executed shall have the force and effect of an original, but all

such counterparts shall constitute one and the same Contract. For purposes of this Contract, a facsimile or electronic signature shall be deemed the same as an original.

10. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Contract, and City is the prevailing party, Student shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.
11. Rights. The rights and remedies of City provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
12. Governing Law and Venue. This Contract 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.
13. Entire Contract and Modification. This Contract, including any Attachments, constitutes the entire Contract between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written Contract signed by both Parties.
14. Effectiveness of Contract. This Contract is effective upon being fully executed by both Parties.

CITY OF MINOT

Chief of Police or Designee

Date: _____

STUDENT

Print Name:

Date: _____

PARENT/GUARDIAN (If under 18):

Print Name:

Date: _____



TO: Mayor and Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: August 18, 2025

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MINOT AND MINOT PUBLIC SCHOOL DISTRICT # 1

I. RECOMMENDED ACTION

It is recommended City Council approve the Memorandum of Understanding between the City of Minot and Minot Public School District #1 and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Memorandum of Understanding (MOU) between the City of Minot and Minot Public School District #1 outlines the Minot Police Department's School Resource Officer (SRO) Program as a collaborative initiative between the two entities.

B. Proposed Project

This MOU formalizes the relationship between the City of Minot and Minot Public School District #1 to foster an efficient and cohesive relationship between agencies that will build positive relationships between police officers and the youth of our community.

C. Recommendation Detail

Among other provisions, this agreement reaffirms the longstanding arrangement in which the Minot Public School District covers 75% of the officer's salary and benefits during the contract period, with the Minot Police Department responsible for the remaining 25%.

IV. IMPACT

A. Aspirations

Prepared and Resilient, Safe and Welcoming, and Excellent and Connected

B. Service/Delivery Impact:

This project will continue a long-standing agreement to ensure Minot Police Officers continue to participate in the Community Resource Officers Program and are working in our communities' schools.

C. Fiscal Impact

The Minot Public School District will cover 75% of the school resource officer's salary and benefits during the contract period, with the Minot Police Department responsible for the remaining 25%. This cost was budgeted into the regular employees line of the police department budget.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Alternative #1. The Council could decline to approve and permit the Mayor to sign the MOU between the Minot Police Department and Minot Public School District #1 resulting in the termination of this agreement and the end of the program.

Alternative #2. The Council could require staff to renegotiate the terms of the MOU between the City of Minot and Minot Public School District #1.

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed by the below listed entities:

Minot Public Schools District No. 1

City of Minot

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities, listed above.

I. Purpose

This MOU establishes and delineates the mission of the Minot Police Department School Resource Officer Program (SRO) as a joint cooperative effort. Additionally, the MOU formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers and the youth of our community. Further, the desired net effect is to reduce crime committed by juveniles and young adults.

II. Mission

The mission of the Minot Police Department is to promote and support the organizational strategies necessary to address the causes and reduce the fear of crime and social disorder through problem-solving tactics and police-community partnerships. Through the SRO Program, the Department will enhance the services provided to those persons within the School District and the community with an emphasis in the reduction and prevention of school-related violence and crimes committed by juveniles and young adults. The SRO Program will accomplish this mission by creating and maintaining a safe, secure, and orderly learning environment for students, teachers, and staff.

III. Description of General Duties

The SRO will serve in a variety of roles, including law enforcement officer, law-related educator, problem-solver, and community liaison. The SRO will address crime and disorder problems, gangs, and drug activities affecting or occurring in or around the School District. The SRO may teach classes in crime prevention, substance abuse awareness, gang

resistance and any other related topics that are applicable to the safety of students and staff. The SRO will train students in conflict resolution, restorative justice, and crime awareness. The SRO will monitor and assist troubled students through mentoring programs and promote personal and social responsibility by encouraging participation in community service activities. The SRO will continue to build upon the respect and understanding between law enforcement and the school communities. The SRO will identify physical changes in the environment that could reduce crime in and around the School District. The SRO will help develop school policies that address criminal activity and school safety. The SRO will become a trusted channel of communications with the students, parents, teachers, and citizens. The SRO will serve as a positive role model to instill in students high moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness to enable students to become better informed and effective citizens. The SRO will empower students with the knowledge of the law, the obligations regarding enforcement, and the consequences for violations. The SRO will serve as a source of counseling for student and parents in addition to providing information on community resources available to them.

IV. Desired Outcomes

The goals and objectives of the SRO Program are designed to develop and enhance the rapport between youth, police officers, school administrators, parents, and the community.

———The goals of the SRO Program are:

1. Improve public safety through better police work.
2. Increase the public's interaction and satisfaction with police services.
3. Reduce incidents of school violence.
4. Reduce criminal offenses committed by juvenile offenders.
5. Develop rapport with students, parents, faculty, staff, administrators, and other adults involved or affected by schools in their community.

6. Implement or expand programs which will benefit the students, school district, and their community.
7. Provide for a safe environment for students, faculty, staff, and all persons involved with the school district.

V. Parties Responsibilities

The Minot Police Department will provide:

1. The law enforcement related equipment and uniforms necessary for the SRO to fulfill their responsibility as a police officer.
2. Payment of overtime unless the overtime period is requested by the School District.
3. Payment of twenty-five percent (25%) of the cost of salary and benefits during the contract period.
4. Payment of costs associated with training, certification, and licensing relating to the SRO's law enforcement duties.
5. Payment of any expenses that are strictly police related.

The Minot School District will provide:

1. Payment of seventy-five percent (75%) of the cost of salary and benefits during the contract period.
2. Payment of overtime requested by the School District.
3. Payment of costs associated with materials, supplies, office equipment, and other immediate costs associated with the SRO program.
4. Payment of any expenses that are strictly school related.

VI. Programmatic Reporting

The Minot Police Department will be responsible for completing and submitting progress reports as required on a periodic basis. Such reports shall include information relating to officer hiring, training, and school related community policing activities performed by the SRO. This report will be submitted by each SRO to their respective school's Principal, and annually to the Superintendent of Minot Public Schools.

VII. Financial Reporting

The City of Minot Police~~Finance~~ Department will be responsible for completing and submitting financial reports monthly.

VIII. Information Sharing

The Minot School District will share student information with the SRO and other Minot Police Department employees in compliance with 34 Code of Federal Regulations (CFR) Part 99 Family Education Rights and Privacy Act (FERPA).

The SRO and other employees of the Minot Police Department shall provide information to the School District as required under:

1. North Dakota Century Code (NDCC) 15.1-24-05 Law Enforcement Agencies - Duty to Inform Team relating to violations of law pertaining to alcohol, tobacco, drugs, imitation drugs, drug paraphernalia, driving under the influence, and open container of alcohol.
2. NDCC 12.1-32-15: Offenders against Children and sexual offenders relating to those persons required by law to register as an offender.

The SRO and other employees of the Minot Police Department may provide information to the School District as provided under:

1. NDCC 27-20.2-22 Disclosure of Information Needed to Apprehend Juvenile relating to the apprehension of violent offenders.
2. NDCC 27-20.2-23 Law Enforcement and Correctional Facility Records relating to the inspection of files and records of juveniles adjudicated or alleged to be delinquent, unruly, or deprived.
3. NDCC 44-04-18.7 Criminal Intelligence Information relating to active investigations or intelligence gathering.

IX. Supervision Responsibility and Chain of Command for the SRO

The SRO program will consist of a full time Police Officer sworn to duty by the City of Minot Police Department and certified by the North Dakota Peace Officers Standards and Training

Board. Further, the SRO shall meet all requirements as set forth by the City of Minot Police Department's Policy Manual.

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Minot Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain with the Department. The Chief of Police shall appoint supervisory personnel to oversee the program consistent with the current chain of command.

When an SRO position becomes available, notice will be given to all qualified sworn employees through regular postings. Interested ~~persons~~people will submit an Application for Special Assignment and attach a letter of interest to the office of the Chief of Police or his designee. The officer candidates will be interviewed by a board consisting of Department and School District personnel. In the event there is only one qualified applicant, the School District will have an opportunity to interact with the officer and express their approval or concerns prior to appointment by the Chief of Police. The final selection decision and appointment will be made by the Chief of Police. The SRO assignment will be for a school year and subject to annual review.

Selection criteria may include but will not be limited to:

1. Oral presentation
2. Past performance report
3. Experience
4. Interpersonal skills
5. Education

The duties and responsibilities of the SRO will include but not limited to:

1. Coordinate with the school administrator in charge of the SRO Program to develop activities and assignments for the officer in and around the assigned school.

2. Address crime and disorder problems, gangs, traffic law, and drug activities effecting, or occurring in or around, the SRO's assigned schools by working with students, staff, community-based organizations, and the local community.
3. Act as a law-related educator to students and staff providing formal courses of instruction and informal information sharing sessions in subjects relating to crime prevention, substance abuse awareness, gang resistance, and any other subject related to safety of students, staff, and community members.
4. Act as a community liaison between the school, the community, and local law enforcement to build respect and understanding between all parties.
5. Develop or expand crime-prevention efforts for students.
6. Monitor and assist troubled students through mentoring programs.
7. Promote personal and social responsibility by encouraging participation in community services activities.
8. Educate likely school-age victims in crime prevention and safety.
9. Develop or expand community justice initiatives for students.
10. Train students in conflict resolution, restorative justice, and crime awareness.
11. Assist in the identification of physical changes in the environment that may reduce crime in or around schools.
12. Assist in developing school policy that addresses crime and recommend procedural changes.

The responsibilities of the Police Department's SRO supervisor will include but not be limited to:

1. Coordinate work assignments of the SRO with school administrator and the police department.
2. Coordinate scheduling and work hours between the police department, the school district, and the SRO to include vacations, sick leave, rescheduled time, and training periods.

3. Ensure SRO remains in compliance of the Police Department Policy Manual and Directives.

The responsibilities of the Minot School District will be to provide the SRO the following materials and facilities which are deemed necessary to the performance of the SRO duties:

1. Access to climate controlled and properly lighted private office space which may be used for general business.
2. A filing cabinet for files and records which may be locked and secured.
3. A desk with drawers, chairs, worktable, and office supplies.
4. Access to a telephone, computer system and printer, fax, copier.
5. Space for the placement of a weapons storage safe.

The Minot School District will allow the SRO the following opportunities and access to the students, parents, facility, and staff which are deemed necessary to the performance of the SRO duties:

1. Opportunity for classroom participation and formal programs conducted by the SRO.
2. Opportunity to address students, parents, facility, and staff about the SRO Program's goals and objectives.
3. Opportunity to provide input regarding criminal justice problems relating to students.
4. Opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays as agreed to in cooperation with the Minot School District and the City of Minot Police Department.

X. Decision-Making Authority Regarding Enforcement of Applicable Law and Procedures by the SRO.

Although the SRO has been placed into a formal educational environment, they are not relieved of the official duties as a law enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent or terminate any criminal act or if there is a safety concern. Citations should be issued, juvenile referrals made, and arrests executed when appropriate and in accordance with department policy.

The SRO Program shall utilize the SRO Triad Concept as set forth by the National Association of School Resource Officers (NASRO). The SRO Triad Concept generally means that the officer assigned to the program is a (1) law enforcement officer, (2) informal counselor/mentor, and (3) public safety educator. The SRO is first and foremost a law enforcement officer for the City of Minot Police Department. The SRO shall be responsible for carrying out all the duties and responsibilities of a police officer and shall remain under the control, through the established chain of command of the Minot Police Department. All acts of commission or omission shall conform to the guidelines of the Minot Police Department Manual and be according to law. The SRO will report directly to the SRO supervisor in matters pertaining to teaching assignments and normal law enforcement duties.

SRO's must realize they are enforcement officers regarding criminal matters and safety concerns only. SRO's will not enforce any "school or house rule". SRO's are not school disciplinarians and should not assume this role. SRO's will not involve themselves in administrative matters of the Minot School District which are not criminal offenses.

SRO's are to be used as a resource to assist students, faculty, staff, and all persons involved with the school district.

SRO's may use teaching to build positive relationships between the students and the staff.

SRO's may act as teacher on a variety of subjects to student and staff ranging from alcohol and drug education to formalized academy classes.

XI. Annual Review

The goals, objectives, expectations, and other details of the School Resource Officer program shall be reviewed at least annually between the members of the City and members of the District. Following such review, the City and the District may reduce to writing their understanding of the Program. The failure to follow the guidelines prepared under this paragraph XI shall not give rise to any claim for relief by one party against the other, other than the ability to terminate this contract as provided in paragraph XIII below.

XII. Amendments

This contract may be amended or modified at any time, but only by the written agreement of both parties.

XIII. Term of Contract

The term of this contract shall be twelve months, beginning July 1, 2025 and ending June 30, 2026. The contract may be renewed on an annual basis thereafter upon the consent of all parties, provided that the contract fee shall be adjusted annually to reflect merit or cost of living salary adjustments and/or other increased costs. Any party may cancel this contract without cause upon giving a 90-day written notice to each party.

IVX. Liability

Now therefore, the City of Minot and the Minot Public School District agree as follows:

Each party to this Agreement will be responsible for its own action in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, the Agreement shall not create any rights in any party not a signatory hereto.

As agreed to and in partnership with:

Mayor
City of Minot

Date

City Clerk
City of Minot

Date



Superintendent of Schools
Minot Public Schools District #6



Date



TO: Mayor and Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: August 18, 2025

SUBJECT: DONATION FUNDS FROM AMERICAN LEGION POST #91

I. RECOMMENDED ACTION

1. It is recommended City Council accept the donation from the American Legion Post #91 through the gaming site of Devils Fire, Surrey ND; and
2. Approve the budget amendment on first reading to increase 46101-Department materials and supplies by \$250 for the purchase of drinking water.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Minot Fire Department has received a gaming donation from the American Legion Post #91 in the amount of \$250.00.

B. Proposed Project

Increase funding in account 46101-Department materials and supplies for the purchase of drinking water for rehab operations within the Fire Department.

C. Recommendation Detail

Donation was to purchase a pallet of drinking water for Fire Department rehab operations during fire incidents and trainings.

IV. IMPACT

A. Aspirations

Safe and Welcoming

Resilient and prepared

B. Service/Delivery Impact:

Rehab operations during incidents and training, especially in warm weather, is necessary in keeping our members safe, hydrated and in a state of readiness to provide the Citizens of Minot the best service.

C. Fiscal Impact

Donation of \$250 from American Legion Post 91.

Project Costs

\$250 (donation)

Project Funding

NA

VI. ALTERNATIVES

1. Donation could be declined and funding returned to American Legion Post #91.

AMERICAN LEGION POST #91
GAMING TRUST ACCOUNT
1310 N 8TH ST
NEW SALEM, ND 58563



002479
77-1067/913

DATE 7/24/2025

PAY TO THE ORDER OF Minot Fire Department

\$ **250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Minot Fire Department

Memo
pallet of water



AUTHORIZED SIGNATURE

BSZC

⑈002479⑈ ⑆0913106731⑆ 170 675⑈

AMERICAN LEGION POST #91 GAMING TRUST ACCOUNT
Minot Fire Department

7/24/2025

002479

pallet of water - Devils Fire

250.00

Trust Checking pallet of water

250.00

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT MATERIALS & SUPPLIES EXPENDITURES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR A DONATION RECEIVED.**

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

- §1: Amend the 2025 annual budget to increase the Fire Department materials and supplies expenditures and contributions & donations revenue for a donation received:

10031000-46101		\$250
10000000-36400		250

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: August 18, 2025

SUBJECT: APPROVAL OF AMENDMENT 12 TO CDM SMITH MASTER SERVICE AGREEMENT FOR MI-8 PROPERTY ACQUISITIONS

I. RECOMMENDED ACTION

It is recommended City Council approve the contract amendment with CDM Smith, Inc. for future floodway acquisitions and authorize the Mayor to sign the amendment on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jason Sorenson, Utilities Director, 701-857-4768

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

III. DESCRIPTION

A. Background

The City of Minot has contracted with CDM Smith to provide project delivery services for floodway acquisitions since the first allocation of U.S. Department of Housing and Urban Development (HUD) funds were received back in 2012. CDM Smith has extensive knowledge in the City's flood control project, negotiating and meeting with property owners, and the Uniform Relocation Assistance (URA) regulations required for floodway acquisitions. As future flood control phases identify floodway property acquisitions, the City has been coordinating with CDM Smith to start the acquisition process.

B. Proposed Project

The attached amendment authorizes CDM Smith to begin the process to acquiring the four additional properties identified as part of the MI-8/ project. In addition to an ICF employee, CDM Smith has hired a Management Specialist to assist with the acquisition process.

C. Recommendation Detail

Staff recommends continuing the relationship with CDM Smith to provide these services.

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The costs for these services will be eligible for 75% reimbursement from the State of North Dakota and the 25% local match will come from sales tax flood control.

VI. ALTERNATIVES

City Council could deny the contract amendment and staff would need to start planning to facilitate these acquisitions in-house which would require a significant amount of training and resources.

**AMENDMENT NO. 12
TO AGREEMENT
BETWEEN
CITY OF MINOT AND CDM SMITH INC.**

This Amendment No. 12 is made and entered into this 18th day of August 2025 to the Agreement between CDM Smith Inc. (CDM Smith) (“PROGRAM ADMINISTRATOR”, now “PROJECT DELIVERY CONTRACTOR”) and the City of Minot (“OWNER”, now “GRANTEE”) dated June 6, 2016 (the Agreement”).

WHEREAS, PROJECT DELIVERY CONTRACTOR and GRANTEE entered into the Agreement for National Disaster Resilience Grant Administrative and Project Delivery Services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of PROJECT DELIVERY CONTRACTOR; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROJECT DELIVERY CONTRACTOR as described in the Agreement are amended and supplemented as follows:
 - Complete the acquisition/relocation/demolition of 4 additional properties as detailed below:
 - 424 15th St SE
 - 428 15th St SE
 - 432 15th St SE
 - 500 15th St SE
 - Scope of services for acquisition/relocation/demolition is the same as that outlined in Amendment #10, with the addition of the inclusion of a weekly acquisition status tracker and record retention of 6 years.
2. The responsibilities of GRANTEE as described in the Agreement are amended and supplemented as follows:
 - Funding for these acquisitions will be paid for using State Water Commission and City sales tax dollars
3. The time periods for the performance of PROJECT DELIVERY CONTRACTOR services as set forth in the Agreement are amended and supplemented as follows:

The Contract period of performance remains June 30, 2027.
4. The payment for services rendered by PROJECT DELIVERY CONTRACTOR shall be as set forth below:

The overall contract upper limit is increased by \$143,612 for a revised contract upper limit of \$21,633,844.25
5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect. The effective date of this amendment shall be upon the date executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

CDM Smith, Inc.
Steven L. Wolsfeld, P.E.
Senior Vice President
DATE: 08/18/2025

City of Minot
Mark Jantzer
Mayor
DATE: 08/18/2025

**AMENDMENT NO. 12
ATTACHMENT A**

SCOPE OF SERVICES AND ESTIMATE OF FEES

Task 1 – Strategic Buyouts, Relocation and Demolition Services

Background

The scope of services for this activity includes project delivery services for Minot’s strategic acquisition, relocation, demolition services program, as described below. Services shall include compliance with all required reporting, tracking overall grant progress in compliance with CDBG-DR/NDR program guidelines, providing technical assistance when necessary, preparing amendments, coordinating with City committees, financial management, and other grant-required administration tasks requested by the City and/or funding agency. Scope of services to include:

- Acquisition, relocation, demolition services for 4 additional properties needed for the flood protection project.

Project delivery services shall include, but not be limited to: conducting environmental review based on selected activities, preparing and reviewing program policies and procedures, determining eligibility of projects, property owner verification and eligibility review, property appraisals, title searches, closings, contractor verification, assisting in development of bid packages, overseeing bidding process, working with project engineers if required, and other activity-related tasks required to complete the Program.

Specifically, the City requests the following services be provided:

- Document control and management
- Action Plan and program development and support
- Policy development and review
- Support of program and financial compliance requirements
- Support of communication strategy
- Support of monitoring plans and execution
- Support of program operations as required
- Assist City public relations firm with City, congressional, and state government offices

The programs listed below will be designed to meet the City’s program policies.

Task 1.1. Housing acquisition and buy-out program

CDM Smith will add additional property to the housing buy-out program. Services to be implemented include:

- Community and applicant informational workshops
- Application intake
- Eligibility determination and verification

- File documentation
- Appraisals
- Title work
- Award calculations and allocations
- Assistance with the procurement of contractors for demolition
- Payment processing
- Development of RFPs for demolition contractors
- Broad environmental review and site-specific review for each property

Program specifics will include the following:

1.1.1 Pre-offer activities

- Send questionnaires
- Review questionnaires
- Obtain copy of Abstract
- Obtain title insurance
- Meet with homeowner to collect data
- Set up files
- Enter data in Salesforce database
- Obtain privacy releases for the acquisition program
- Obtain signed attachments and exhibits for the acquisition program
- Perform environmental broad review

1.1.2 Offer activities

- Perform title search
- Conduct appraisal of properties
- Prepare offer letter
- Provide offer letter to City of Minot for review and approval

1.1.3 Purchase price appeal activities

- Receive appeals and information/documents from property owners
- Coordinate appeals with City of Minot; CDM Smith and the City will sign off on all appeal decisions
- Coordinate responses with City of Minot to answer follow-up questions from property owners
- Assist with preparation of correspondence, reports, minutes, findings and/or conclusions of appeal process
- Communicate appeal decisions to City of Minot

1.1.4 Purchase agreement activities

- Initiate negotiations
- Prepare Purchase Agreement with attachments for City of Minot review
- Meet with property owners to obtain signed Purchase Agreements
- Administrative settlement and negotiation notes where applicable

1.1.5 Pre-closing activities

- Consult with property owners for date of closing; schedule closing
- Contact lien holders and obtain payoff information
- Calculate taxes and special assessments for proration
- Prepare closing documents for CDM Smith and City approval
- Prepare closing statements for CDM Smith and City approval
- Prepare deeds
- Prepare funding requests for State Water Commission or other state agencies for CDM Smith
- Document appropriate local funding requests for CDM Smith
- Complete site-specific review

1.1.6 Closing activities

- Verify and sign off that file and documents are complete and provide information for City final review and approval
- Prepare file for potential post-project audit
- Prepare final reports
- Close file
- Provide all documentation to City once file closes
- Attend closing
- Obtain signed deeds, releases, satisfaction, title clearing documents, etc.
- Disburse proceedings from closing
- Record documents
- Complete one-to-one replacement form

1.1.7 Post-closing activities

- Prepare closing statements and reports to State Water Commission and other state agencies
- Prepare closing statements and reports for City
- Coordinate and identify available properties for relocation

Task 1.2 Relocation Services

All services are to be provided in accordance with State of North Dakota Water Commission relocation requirements and 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act, also known as the Uniform Relocation Act (URA).

Relocation services will be provided for up to 13 additional parcels. In general, the CDM Smith project team will complete the following tasks:

- Obtain owner and tenant information for residents to review for URA compliance
- Determine whether URA assistance is available and applicable
- Provide relocation assistance counseling as needed
- Contact tenants / meet with tenants remote
- Prepare and send URA notices / offers – GIN, NOE, etc.
- Prepare relocation claims

- Submit relocation claims for internal and City review and approval
- Release relocation assistance payments to eligible applicants in accordance with program policies and regulations

1.2.1 Residential relocation services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive the following benefits:

- Replacement Housing Payment
- Costs Incidental to the Purchase of a Replacement Property
- Interest Differential
- Moving Costs
- Lot differential payment

Tenants can be eligible for the following relocation benefits:

- Rental Supplement Payment OR
- Down Payment and Costs Incident to Purchase, AND
- Moving Costs

The replacement housing payment or rental supplement payment will be determined for each dwelling unit by the Relocation Specialist. After obtaining the City's approval for the payment, a meeting will be held with the occupants to present the payment in writing. At this meeting the benefits, the eligibility requirements, and the time frames will be explained. The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition, the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting, and pitfalls of which participants need to be aware.

1.2.2 Landlord re-establishment

Persons who own rental properties being acquired for the project which they lease to others may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property. A meeting will be conducted with each owner who falls under this category to determine eligibility. If it is determined the rental property owner may qualify for the payment, detailed information will be provided on the requirements for receiving the payment and assistance will be provided to the owner for claiming benefits.

1.2.3 Personal property move

There may be certain instances where a person may not occupy the home but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable, and necessary costs to move that personal property. The Relocation Specialist will work with the owners of such personal property to explain their potential eligibility, their responsibilities, and time frames for completing the move.

1.2.4 General relocation duties

The CDM Smith team will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims. When delivering an offer of relocation benefits, the CDM Smith team will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that date before they are required to move from the acquired site. At the time the City acquires the site, the CDM Smith team will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displacees have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one-year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18-month period that extends beyond the vacate date. Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the relocation process is complete, the City will be provided with a completed file containing all of the relocation contact logs, reports, and claims. Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

Task 1.3 Demolition Services

The following scope of services is based on providing services for associated demolition management for up to 1 property as described below.

Task 1.3.1 Planning, policies, compliance, and protocols

CDM Smith will provide guidance for the City of Minot to define the best and most effective methods for demolishing identified structures. CDM Smith shall develop a plan with timelines, responsibilities, methods of compliance, etc. to ensure a compliant demolition program. Tasks associated with requirements include:

- Project organization, coordination, policies and protocols, administration, planning, and oversight
- Project cost and budget oversight and monitoring
- Communications, team collaboration, project reporting, project documentation methodologies, and public relations
- Change management and issue control
- Contract management

- Monitoring quality control plan, including effectiveness measures, for assuring the successful re-sale or demolition of all properties designated for demolition by the City of Minot
- Quality assurance implementation operations assessment, which results in a quality control plan
- Procedures to deter and detect fraud, waste, and abuse by demolition contractors

Deliverables

The following key deliverables are anticipated for this task:

1. Written operations plan which will incorporate program policies and protocols to include schedules, estimated cost for demolition of properties, monitoring, quality control, recordkeeping, reporting, and close-out of each property
2. Project supporting documentation and working papers
3. Program and organization needs assessment and requirements definition
4. Cost assessment and cost projection for the Demolition Program
5. Timely status plan
6. Quality control plan

Task 1.3.2 Environmental reviews for structures to be demolished

When required, CDM Smith will provide consultants to review environmental clearances provided by the City of Minot to ensure compliance with all state regulations. The demolition contractor will help the CDM Smith staff develop and process the necessary documents required to clear each property. Tasks associated with this requirement include:

- GPS to verify locations of properties
- Interactions with the City of Minot, its demolition contractor, and its program, business, and functional units and processes as necessary to obtain information needed on properties

Lead inspections scope:

- All main structures that are deemed eligible for sale via auction that were constructed prior to 1978 will have a lead-based paint report completed by a North Dakota accredited lead-based paint testing contractor.

Asbestos testing scope:

- All structures slated for demolition will receive a thorough asbestos inspection performed by a North Dakota accredited asbestos inspector to determine the presence of asbestos containing material (ACM). Report will include the location and quantity of all friable and non-friable ACM.
- Asbestos samples will be sent to a NVLAP approved laboratory in PLM & TEM analysis with a 24-hour turnaround time.
- Friable ACM will be abated from the structures by a North Dakota accredited asbestos abatement contractor (outside contractor does not work for CDM Smith) and disposed of at an appropriate landfill.
- Before asbestos abatement of the structure, a Notification of Asbestos Demolition and Renovation will be sent to the NDDEQ for approval of the abatement work.
- Before demolition a Notification of Asbestos Demolition and Renovation will be sent to NDDEQ for approval of demolition for all structures, whether or not asbestos is present.

Deliverables

Since this task is for completed and federally compliant environmental reviews of the properties to be demolished, the following represent anticipated key deliverables for this task.

1. Work plan and timetable for completing environmental reviews
2. Timely status reports
3. Certification of completed Environmental Reviews
4. Other project deliverables that may be forthcoming from specific task assignment by the City of Minot

Task 1.3.3 Demolition management services

CDM Smith will manage and oversee the Demolition Program. This work will include the following steps:

- Prepare a scope of services plan for each property to be demolished or offered for sale via auction to the public.
- Prepare bid documents and execute subcontracts in accordance with federal and state regulations for the demolitions and debris removal.
- Administer and monitor subcontracts for the demolition, debris removal, and site cleanup.
- Demolition contractor is responsible for obtaining all permits and contacting all utility providers prior to commencement of any demolition project.
- Demolition contractor is responsible for the proper removal and proper disposal of all materials, including hazardous materials, in accordance with federal laws, state laws, and local codes and ordinances.
- Demolition contractor is responsible for all fees and permits for demolition debris disposal.
- Provide on-site monitoring of CDM Smith subcontractors to ensure quality work and adherence to all federal and state laws as well as local codes and ordinances.
- CDM Smith shall ensure that each property structure has been demolished, debris has been removed, and the property has been graded.
- Provide contract negotiation services.
- Provide quality assurance, implement operations, and assessment, to the satisfaction of the Department of Public Works, City of Minot.

Assumptions

- Funds used will be State Water Commission and City funds.
- Salesforce will be used as the IT solution to manage the data and processes for the program.
- Budget and Fee Schedule is based on 1 property to be acquired and demolished.
- Demolition – oversight of underground utilities, development roadways, and other removals is not included in budgets.
- Up to 4 properties will require asbestos samples to be collected and analyzed.
- Up to 4 properties will require lead inspection and compliance.



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: August 18, 2025

SUBJECT: AIRPORT TERMINAL LEASE WITH MINOT AREA CHAMBER EDC

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the lease contract between MACEDC and the City of Minot located at the Minot International Airport;**
- 2. Allow Airport staff the authority to approve the in-kind marketing; and**
- 3. Authorize the Mayor to sign the contract and the Airport Director to sign associated in-kind marketing contracts.**

II. DEPARTMENT CONTACT PERSONS

Jennifer Eckman, Airport Director, 701-857-4739

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

III. DESCRIPTION

A. Background

The staff of the Minot Area Chamber EDC (MACEDC), Minot Air Force Base (AFB), and Minot International Airport (MOT) have been working on a concept of a welcome center location for Airmen flying into and out of the MOT terminal. The concept would be similar to a mini-USO location. After tours of the various available terminal spaces, the team selected a location off the mezzanine which is designated as a news and gift shop. This space has been available for lease since it was vacated by its previous tenant February 28, 2023.

B. Proposed Project

The agreement allows MACEDC to develop the space into a welcome center for Airmen who are waiting for rides or flights in the terminal. MACEDC, in lieu of rent, will provide a marketing swap value of no less than the published square foot value of the space. FY2025 rates are \$25/square foot and the space is 239 square feet, equaling \$5,975 annually for a one-year term followed by a single one-year renewal upon mutual agreement of the parties. It also provides a

continued working relationship between MACEDC, Minot AFB, and MOT.

The welcome center would be furnished by donations and staffed by volunteers from MACEDC and Minot AFB. The utilities and any upgrades to the space would be the sole responsibility of MACEDC.

C. Recommendation Detail

The request from MACEDC is to have the contract executed before September 1, 2025.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing, Safe and Welcoming

B. Service/Delivery Impact:

Promotion of the community and local businesses provides additional services to customers, particularly the Minot AFB airmen, as well as community businesses.

C. Fiscal Impact

The lease agreement is a marketing swap with Minot Area Chamber EDC with a minimum annual value of the published square foot value of the space.

VI. ALTERNATIVES

1. Reject the lease agreement and lose the value of the marketing swap of no less than the published square foot value of the space. The space will be vacant until an alternate tenant can be found to be contracted to use the space.
2. Direct staff to discuss with the FAA Airport District Office (ADO) the potential to lease the space for less than Fair Market Value.
3. Approve the lease as currently written, subject to FAA direction on a reduced rental rate. If the FAA approves a reduced rental rate, authorize the Airport Director to sign the amendment to the lease.

CITY OF MINOT

MINOT INTERNATIONAL AIRPORT

Non-Exclusive Terminal Lease Agreement – News/Gift Space (2323)

THIS NON-EXCLUSIVE RENTAL LEASE AGREEMENT ("Agreement") made between **City of Minot** (hereinafter referred to as the "**City**"), and **Minot Area Chamber EDC (MACEDC)** (hereinafter referred to as the "**Lessee**"), individually referred to herein as "Party," and collectively as "Parties."

WITNESSETH:

WHEREAS, the City is owner and operator of the Minot International Airport (hereinafter referred to as the "**Airport**" or the "Airport Premises"); and

WHEREAS, Lessee is engaged in utilizing Terminal space, identified as News/Gift Space (2323) in Exhibit A Terminal Premises, for a Military Welcome Center (hereinafter referred to as "Center") and desires to use certain Airport areas and facilities owned by the City and to acquire from the City certain rights and privileges in connection with its use of the Airport; and

WHEREAS, the City has the right to permit use of the property on the Airport upon the terms and conditions hereinafter set forth and has full power and authority to execute this Agreement as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations, and agreements herein contained, the City and the Lessee hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows:

Article 1

Airport Premises

City hereby grants to Lessee, for the period and subject to the terms and conditions hereinafter stated, the following described Terminal Premises located in or upon the Airport Premises:

1. **Terminal Premises**

a. During the Term of this Agreement, Lessee shall have the right to occupy two hundred thirty-nine (239) square feet of retail space (hereinafter "Space") within the Airport Terminal (hereinafter "Terminal Premises") as identified on Exhibit "A", attached hereto and made a part hereof. Within said Space, City shall furnish, at no direct charge to Lessee, heat, air conditioning, overhead lighting, and electrical convenience outlets. Lessee shall provide all furniture and equipment for such Space at its sole expense and will be solely responsible for any additional improvements required provided that prior written approval is requested and granted by the Airport Director. The Space must be kept in a clean and orderly condition at the sole expense of the Lessee.

b. Lessee shall have the right, at its sole expense, to make such additions and improvements, and to install such equipment and facilities as Lessee may deem necessary or desirable for the operation of the Center, provided, however, that no such additions, improvements, or installation of equipment or facilities shall be undertaken by Lessee without the prior written consent of the Airport Director, which consent, shall not be unreasonably withheld. Within thirty (30) calendar days after the termination or earlier cancellation of this Agreement as called for herein, Lessee shall also have the right to remove any such additions, improvements, equipment or facilities erected or installed by Lessee at its expense pursuant to the terms of Article 1, provided, however, the Space shall be restored to its former condition, normal wear and tear excepted. Any improvements or equipment not removed by Lessee within thirty (30) calendar days following the termination or cancellation of this Agreement shall become the property of the City or may be disposed of by the City, the cost of which will be paid by the Lessee.

Article 2

Term of Agreement, Option to Renew, and Holdover

1. Subject to earlier termination as herein provided, the Base Term of this Agreement shall be from September 1, 2025, through August 31, 2026.
2. In the event that the Lessee, or its successor in interest, if any, shall remain beyond the Term hereof, without the express written permission of the City, it is the intention of the Parties and it is hereby agreed that a tenancy from month-to-month in Holdover will be in effect and shall be subject to all the terms and conditions of this Agreement except that the City shall, through the Holdover period, have the sole right to determine the rates, fees, and charges under the Holdover period.
3. Option Term: Upon the expiration of the Base Term of this Lease, Lessee must notify the City in writing ninety (90) calendar days prior to the expiration of the lease of its desire to exercise an Option Term for an additional one (1) year period. Written approval or disapproval will be provided by the City within (30) calendar days of the receipt of such written request from the Lessee. If the request to exercise the Option Term is not made at least ninety (90) calendar days prior to expiration of the Base Term, the option to exercise the Option Term shall cease and the Lease will expire at the end of the Base Term.

Article 3

Use of the Airport

The City grants to Lessee the following rights and privileges, subject to other limitations expressed in this Agreement:

1. Terminal and Roadways. The right to use in common with others, the general facilities of the Airport in the normal conduct of its operation as Military Welcome Center in such manner as may be prescribed by the City.
2. Signs. The Lessee shall have the right to utilize the electronic screens to display one or more signs within the Terminal Premises, identifying the Center and its authorized purpose, provided, however, the subject matter, type, design, number, location and elevation of such

graphics, shall be in general conformity with those of other Airport Lessees and subject to, and in accordance with, Airport rules, regulations, and ordinances and the prior written approval of the Airport Director. No graphics will be approved that may be confusing to customers and the traveling public.

3. Parking Space - Employees. The City shall make available to Lessee parking in an employee area designated by the City only during the employees' working hours at the Airport for a fee as adopted by the City and subject to change annually. Lessee's employees shall park their private vehicles only in the employee parking area authorized by the City.

4. Purpose. Lessee agrees that it will not engage in any commercial activities and will not permit the use of the Terminal Premises for any purpose other than those authorized in this Agreement as may be amended from time to time.

5. Accommodation. During the Term of this Agreement, the City may have a need to modify the Terminal Premises. If the Lessee's Space is impacted, the City will use its best efforts to accommodate Lessee during the period of disruption and provide comparable accommodations to the greatest degree possible.

6. Construction, Airport Expansion and Inconvenience to Lessee. The Lessee recognizes that from time to time during the Term of this Agreement it may be necessary for the City to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of its air traffic and flight activity, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Lessee in its operations of the Center at the Airport. The City agrees to make all reasonable efforts to minimize the inconvenience to the operation of the Lessee's business. The Lessee agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruptions.

7. Non-Exclusive Rights. This Agreement shall be non-exclusive and the City reserves the right to enter into similar contracts with other individuals, firms, or corporations engaging in the same manner of business at the Airport. The City shall not grant to any other Lessee terms more favorable than those granted to the Lessee within this Agreement.

8. Rights of Ingress and Egress. The City grants to Lessee the right of ingress and egress to and from the Premises for Lessee's employees, agents, customers and invitees to the extent reasonably necessary in connection with the conduct of Lessee's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

Article 4 **Rents, Fees, and Charges**

For the privilege of operating at the Airport and for the use of the Premises Lessee agrees to pay to the City the following rentals and fees:

Annual Rental Rate. Lessee shall be entitled to preferential use of Two Hundred and Thirty-Nine (239) square feet of Terminal Premises. The annual rental rate per square foot

will be the rate as established by the City annually, a copy of which is attached as Exhibit B. Lessee acknowledges that this rate is subject to change annually based on the annual Rates and Charges ordinance. In the event of a change in the annual rental rate, an amended Exhibit B will be attached to this Agreement. Lessee may elect to pay rent at the rate indicated in Exhibit B, provide an equivalent value in the form of in-kind marketing, or a combination of monetary payment and in-kind marketing trade. The parties agree that the value assigned to in-kind marketing will also be reflected in Exhibit B and is subject to revision effective January 1, 2026. In the event of a change in the value assigned to in-kind marketing, an amended Exhibit B will be attached to this Agreement. Applicable marketing trade may include but not be limited to booth space at showcase of business, Military golf sponsorship, a full-page advertisement in the Communicator, digital media, print media, email marketing, social media, etc. All proposed in-kind marketing activities shall be subject to the Airport Director's prior written approval to ensure alignment with the City's promotional objectives and to confirm the value is reasonably equivalent to the annual rental rate.

Article 5 **Covenants of Lessee**

Lessee hereby covenants and agrees:

1. To utilize the Space for the use and benefit of the public.
2. Personnel performing services hereunder shall be neat, clean, and courteous, and Lessee shall not permit its agents, contractors, vendors, or employees so engaged to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, or to solicit business outside the Space assigned in any manner whatsoever except through the use of signs constructed and maintained in accordance with this Agreement.
3. Lessee shall abide by and be subject to all lawful ordinances, rules, and regulations which are now, or may from time to time be promulgated by the City concerning management, operation, or use of the Airport.
4. Except as otherwise provided by this agreement, Lessee will be responsible for all expenses in connection with the use of the Space hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon Lessee's Space or upon its use of the Premises or structures and improvements at any time situated thereon, and that it will secure all such permits and licenses. Provided Lessee has paid any tax, levy, assessment, or other charge Lessee may, however, at its sole cost and expense, protest any tax, levy, assessment, or other charge.
5. Lessee will furnish, install, operate, and maintain any installation of proprietary equipment or improvements following written approval by the City, provided hereunder and keep the same as well as the Space made available to it and the furniture, fixtures and equipment installed therein and thereon, all in good order, condition and repair, and upon termination of this Agreement will deliver the Space in question to City in good order, condition and repair, reasonable wear and tear and other casualty excepted. Lessee will not engage in any activity on said Airport Premises other than those herein specifically set forth.

6. The Lessee shall operate said Center on a fair, equal, and nondiscriminatory basis to all users thereof. Lessee will not on the grounds of race, color, national origin or other protected class discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal Aviation Regulations, Title VI of the Civil Rights Act of 1964 or State or local laws.

7. This Agreement shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the Airport Premises, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport Premises. This subordination shall include, but is not limited to, any and all terms, conditions, restrictions and requirements of the United States or the State of North Dakota, as may be amended from time to time, which apply to the City or its lessees in carrying out certain obligations and responsibilities pursuant to grant agreement(s) or other conditions that apply to this Agreement. As applicable, Lessee shall be responsible for any and all such obligations and requirements. Such grant agreement(s) or other conditions are incorporated in and made a part of this Agreement.

8. The Lessee, in common with other Lessees, shall be responsible for the general maintenance (including, but not limited to, refuse collection and Lessee-owned signage).

9. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49 Code of Federal Regulations Part 23. The Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, sex or other protected class in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Lessee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into and cause those businesses to similarly include the statements in their further agreements.

Article 6 **Covenants of City**

City hereby covenants and agrees that it shall take appropriate action within its authority to protect the rights and privileges demised and granted to the Lessee under this and similar agreements. City agrees that it will not authorize or knowingly permit the solicitation or transaction of similar business on the Airport premises, including but not limited to advertising displays, by any person or organization whatsoever, other than the said Lessee.

Lessee acknowledges that nothing herein prohibits City from entering into new contracts with similar companies or allowing such companies to provide services on the Airport Premises.

Article 7
Indemnity and Insurance

1. Lessee shall keep and hold harmless City, its officers, employees, and agents, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including officers, directors, agents or employees of City or Lessee, by reason of death or injury to persons, or loss or damage to property, resulting from Lessee's operations hereunder, or sustained in or upon the Airport Premises as the result of anything claimed to be done or omitted to be done by Lessee hereunder. Lessee shall not be required to hold the City harmless with respect to the acts or omissions of the City or its employees. Nothing in this Agreement shall be construed to preclude, encumber or limit in any manner whatsoever, the City's rights, protections and privileges under governmental immunity, including the right to assert same in defense of any claim.

2. Lessee shall obtain and maintain continuously in effect at all times during the term hereof, at Lessee's sole expense, commercial general liability insurance protecting City against liability which may accrue against City by reason of Lessee's wrongful conduct incident to the use of the Airport Premises or resulting from any accidents occurring on or about the roads, driveways, or other public places used by Lessee at the Airport Premises in the operations hereunder caused or arising out of any wrongful act or omission by Lessee. Such insurance shall provide minimum liability limits of \$2,000,000 for each occurrence; and shall name City, its' officers, directors, agents and employees as additional insureds as their interest may appear arising out of the conduct of the Lessee thereunder. Lessee shall also, without cost to City, obtain and maintain, during the term hereof, commercial automobile liability insurance covering the operation of rental automobiles hereunder with a \$2,000,000 combined single limit. Lessee shall provide certificates evidencing all such insurance to City upon execution of this Agreement and annually thereafter. Any such policy of insurance shall include a provision requiring the City be provided a thirty (30) calendar day written notice prior to any cancellation of same. Minimum insurance requirements are subject to change from time to time per City policy and ordinance.

3. Lessee shall furnish to the City satisfactory evidence that it carries workers' compensation insurance in accordance with the laws of the State of North Dakota.

4. City agrees to notify Lessee in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder, and to cooperate with Lessee in the investigation and defense thereof.

Article 8
Cancellation by City

This Agreement and all rights, interests, covenants, and obligations created hereunder may be terminated by City upon written notice to Lessee upon or after the happening of any one of the following events:

1. Default by Lessee in the performance of any term, covenant, or condition to be performed by Lessee hereunder, and such default is not remedied within thirty (30) calendar days from and after written notice to it by the City of such default. The acceptance of any monies by City

after default shall not be deemed to have waived the right of termination by City nor shall City be stopped from evicting Lessee from the Airport Premises and terminating this Agreement.

2. Lessee shall (1) make an assignment for the benefit of creditors, (2) file a voluntary petition in bankruptcy or consent to the appointment of a receiver of its property, or (3) be adjudged bankrupt.

Article 9

Cancellation by Lessee

This Agreement and all rights, interests, covenants and obligations created hereunder may be terminated by Lessee upon or after the happening of any one of the following events:

1. Default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default, or initiate corrective action if the remedy cannot be completed in the prescribed cure period, for a period of thirty (30) calendar days after receipt from Lessee of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if City shall have remedied the default prior to receipt of Lessee's notice of cancellation.

2. Issuance by any court of competent jurisdiction in Ward County, North Dakota of an injunction preventing or restraining the use of the Terminal Premises in such a manner and to such an extent as to materially interfere with the operation of the Center by the Lessee and the remaining in force of such injunction for a period of at least ninety (90) calendar days.

3. Inability of Lessee to use, for a period in excess of sixty (60) calendar days, the Airport Premises, facilities, rights, services or privileges leased to Lessee hereunder, because of fire, explosion, earthquake, other casualty, or acts of God or the public enemy provided that same is not caused by acts, omissions, or negligence of Lessee.

4. Lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport Premises in such a manner and to such extent as to materially interfere with the operation of the Center by the Lessee for a period of at least sixty (60) calendar days.

Article 10

Survival of the Obligations of the Lessee

1. In the event that this Agreement is terminated in accordance with the provisions of Articles 8 or 9, all obligations of the Lessee under this Agreement, excluding the obligation to provide in-kind marketing value in lieu of monetary rent, shall survive such termination and remain in full force and effect for the full Term. The value of any damages or deficiency shall become due and payable to the City to the same extent, at the same time or times, and in the same manner as if no termination had occurred. The City may elect to pursue separate actions to recover any amounts then due or, at its sole discretion, may accelerate the remaining value owed under this Agreement and recover the total outstanding deficiency, properly discounted, for the entire unexpired Term.

2. The amount of damages for the period of time following termination, on account of the Lessee's obligation to provide in-kind marketing value in lieu of rent, shall include the sum of the following:

a. The total value of all in-kind marketing obligations, calculated in accordance with the annually established rental rate, less the value of any such in-kind marketing actually delivered prior to the effective date of termination. Any partial fulfillment of in-kind marketing during the month in which termination occurs shall be prorated based on the number of days the Agreement remained in effect during that month; and

b. All costs and expenses incurred by the City in connection with regaining possession of the Premises, restoring the Premises to a leasable condition, entering into a new agreement for the Premises, and legal or administrative expenses (including but not limited to attorneys' fees) arising from such termination or enforcement, to the extent not otherwise reimbursed.

3. There shall be credited to the account of the Lessee against its survived obligations hereunder; a) the amount actually received from any Lessee, licensee, permittee, or other occupier in connection with the use of the said Space or portion thereof during the balance of the term of use and occupancy as the same is originally stated in this Agreement and, b) the market value of the occupancy of such portion of the Space as the City may itself during such period actually use and occupy. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Space, nor shall such use and occupancy constitute a waiver of any rights of the City hereunder. The City will use reasonable efforts to mitigate damages to Lessee under this Article.

Article 11

Use Subsequent to Cancellation or Termination

1. The City, upon termination or cancellation pursuant to Articles 8 or 9 hereof, may occupy the Space or may enter into an agreement with another Lessee, and shall have the right to permit any person, firm or corporation to enter upon the Space and use the same. Such use may be of part of the Space, or of the entire Space, and for a period of time the same as or different from the balance of the Term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

2. The City shall also, upon said termination or cancellation have the right to repair and to make structural or other changes in the Space, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement.

Article 12

Rights of Entry Reserved

1. The City, by its officers, employees, agents, and contractors, shall have the right at all reasonable times to enter upon the Space whether in preferential or joint use areas for purposes of inspection and for other purposes permitted by this Agreement.

2. Without limiting the generality of the foregoing, the City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right at its own cost and expense, whether for its own benefit, or for the benefit of others, to maintain existing and future mechanical, electrical and other utility systems and to enter upon the Space at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be necessary or advisable, and from time to time to construct or install over, in or under the Space, such systems or parts thereof and, in connection with such maintenance, use the Space for access to other approved areas of the Airport Premises otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with Lessee's operations or use of the Space.

3. Any use by the City of the Space for access, repair, alteration, or new construction shall be performed by the City with reasonable dispatch and the Space shall be left in as good order and condition as it was prior to commencement of the work.

Article 13 **Successors and Assigns**

All the Covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

Article 14 **Notices**

Any notice or other communication to City or Lessee pursuant hereto shall be deemed validly given, served or delivered upon deposit in the United States mail, registered and with proper postage and registration fee prepaid, addressed as follows:

To City: City of Minot
 City Clerk
 PO Box 5006
 Minot, ND 58702

To Lessee: Minot Area Chamber EDC
 Attn: President
 1020 20th Ave SW
 Minot, ND 58701

or to such other address as the addressee may designate by written notice to the other Party delivered in accordance with the provisions of this Article.

Article 15 **Taxes, Licenses, Debts and Liens**

1. The Lessee shall promptly pay, when due, any and all taxes or assessments which may be assessed upon the Space located at the Airport Premises.

2. The Lessee shall promptly pay, when due, all taxes, license fees, and permit fees applicable to its business and acquire and keep current all licenses, municipal, state, and federal, required as a result of its operations at the Airport Premises. Such taxes include any real property taxes that may arise as a result of Lessee's lease and use of the Space.

3. The Lessee shall promptly pay, when due, all bills, debts, and obligations incurred by Lessee in connection with its operations or activities at the Airport Premises.

4. The Lessee shall have no power to do any act or make any contract which may create any lien, mortgage, or other encumbrance upon an interest of the City in the Airport Premises or the buildings or improvements thereon. If, because of any act or omission (or alleged act or omission) of Lessee, any mechanic's, construction or other lien is filed against the Airport Premises, any improvements thereon, or against the City (whether or not such lien, charge or order is valid or enforceable as such), Lessee shall, at its cost and expense, cause the same to be canceled and discharged of record or bonded within ten (10) calendar days after notice to Lessee of the filing thereof; and, the Lessee shall indemnify, defend, and save the City harmless against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable attorney fees, resulting therefrom. If Lessee fails to have the lien canceled, discharged, or bonded as aforesaid, then the City may, after serving twenty-four (24) hours' notice on Lessee, pay the amount of said lien, or discharge the same by depositing or filing the bond required by law, and may pay any judgment recovered under such claim. The amount or amounts so paid or deposited, and all expenses incurred, including attorney's fees, shall, at the option of the City, be deemed additional rent and added by the City to the next or any subsequent installment of rent hereunder, and the City at its option shall have the same remedies for the nonpayment thereof as for the nonpayment of rent reserved.

Article 16

Conformity with Laws, Ordinances, Rules and Regulations, and Grant Assurances

1. From time to time the City, State, or Federal government may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport Premises. The Lessee agrees to observe and obey any and all such rules and regulations and all other federal, state and municipal rules and regulations, laws and ordinances, Grant Assurances, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. The City reserves the right to deny access to the Airport Premises to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws and ordinances. The Lessee shall be liable for any and all fines and penalties assessed against the City as a result of actions or omissions by the Lessee, its employees, agents, representatives or contractors.

2. The Lessee shall indemnify, defend and hold harmless the City, its officers, directors, agents and employees from any and all claims, liabilities, damages, losses, fines, penalties, or expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out arising out of the violation of any federal, state, or local law, ordinance, rules or regulations by said Lessee, its agents, employees, representatives or contractors. Lessee's indemnification and hold harmless obligations shall not extend to claims, liabilities, damages, losses, fines, penalties, or expenses (including costs of suit and attorneys' fees) arising out of the acts or omissions of employees, agents, representatives, or contractors of the City.

Article 17
Grant Assurances

This Agreement shall be subordinate to the provisions of any existing or future agreement between City and the United States, relative to the operation or maintenance of the Airport Premises, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Grant Assurance 22, Economic Nondiscrimination, requires sponsors to make aeronautical facilities available to the public and their Lessees on reasonable terms and without unjust discrimination.

Article 18
General Provisions

1. The City reserves the right to further develop or improve the Airport Premises at its sole discretion. The City reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport Premises, together with the right to direct and control all activities of Lessee in this regard.
2. During a time of war or national emergency, the City shall have the right to lease the landing area or any part of the Airport Premises to the United States Government for military or naval use, and, if such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the Lease to the government, shall be suspended.
3. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport Premises against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or any other structure on, or adjacent to, the Airport Premises, which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to air navigation, as determined by the appropriate federal rules and regulations including, but not limited to, 14 CFR Part 77.
4. **Waivers.** Failure by the City to insist upon the strict performance by the Lessee of any of the terms or conditions herein contained shall not constitute a waiver of the City's right to thereafter enforce any such term or condition, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive the City of any coexisting right to seek damages or other remedies arising from the defaults of the Lessee.
5. The acceptance of rents or fees or the continued performance by the City of its obligations under this Agreement after a default by the Lessee in its performance of any of its obligations under this Agreement shall not be deemed a waiver of the City's right to terminate this Agreement for such default other than a default in the payment of rents or fees which are subsequently accepted by the City.
6. **Applicable Law.** This Agreement shall be performable and enforceable in Ward County, North Dakota, and shall be construed in accordance with the laws of the State of North Dakota.

7. This Agreement is made for the sole and exclusive benefit of the City and the Lessee, their successors and assigns, and is not made for the benefit of any third party.

8. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

9. The titles of the several Articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

10. Nothing herein contained shall create or be construed to create a co-partnership or joint venture between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them. Lessee is neither an employee nor agent nor contractor of City.

11. Quiet Enjoyment. The City agrees that, on payment of the rents, fees, charges, licenses, and taxes provided for in this Agreement and the performance of the covenants and agreements on the part of the Lessee to be performed pursuant to this Agreement, the Lessee shall peaceably have the Space subject to the provisions of this Agreement.

12. Invalid Provisions. In the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction in Ward County, North Dakota, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or the Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

13. Interpretation of Agreement. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing or waiving any right of ownership enjoyed by the City in the Airport Premises, or in any manner waiving or limiting the City's control over the management, operation, or maintenance of the Airport Premises, except as specifically provided for in this Agreement, or in any manner impairing the governmental rights of the City.

14. Force Majeure. Neither the City or Lessee shall be deemed to be in violation of this Agreement for failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage, pandemics or any other events, conditions or circumstances for which it is not responsible and/or which are not within its control.

15. Conflict of Interest. The Lessee must disclose in writing the nature and existence of any relationship involving Lessee and the City that, in Lessee's opinion, will or possibly may affect the independent professional judgment of the Lessee as it relates to its affairs with the City.

16. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the City and the United States of America or the State of North Dakota relative to the operation or maintenance of the Airport Premises, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development of the Airport Premises, or to any security requirements of State or Federal Government, including temporary security procedures or instructions.

Article 19
Entire Agreement

1. This Agreement consists of Articles 1 to 19, inclusive, and Exhibits A and B.
2. The Parties agree that this Agreement forms the entire agreement of the Parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee unless otherwise provided herein. The Parties agree that no other representations or agreements shall be binding upon the City or the Lessee unless expressly provided for in this Agreement.
3. This Agreement may be executed in counterparts with the same effect as if all the parties signed the same document. Each executed counterpart shall be deemed to be an original and, when taken together, shall constitute one and the same instrument. Electronic signatures shall have the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law. Signatures transmitted electronically (including through DocuSign, email, facsimile, or other electronic means) shall be deemed to constitute originals for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective seals to be hereunto affixed this ____ day of _____, 2025.

City of Minot

ATTEST:

Name

Title

Signature

Minot Area Chamber EDC



Brekka Kramer, President and CEO

Exhibit A
Terminal Premises

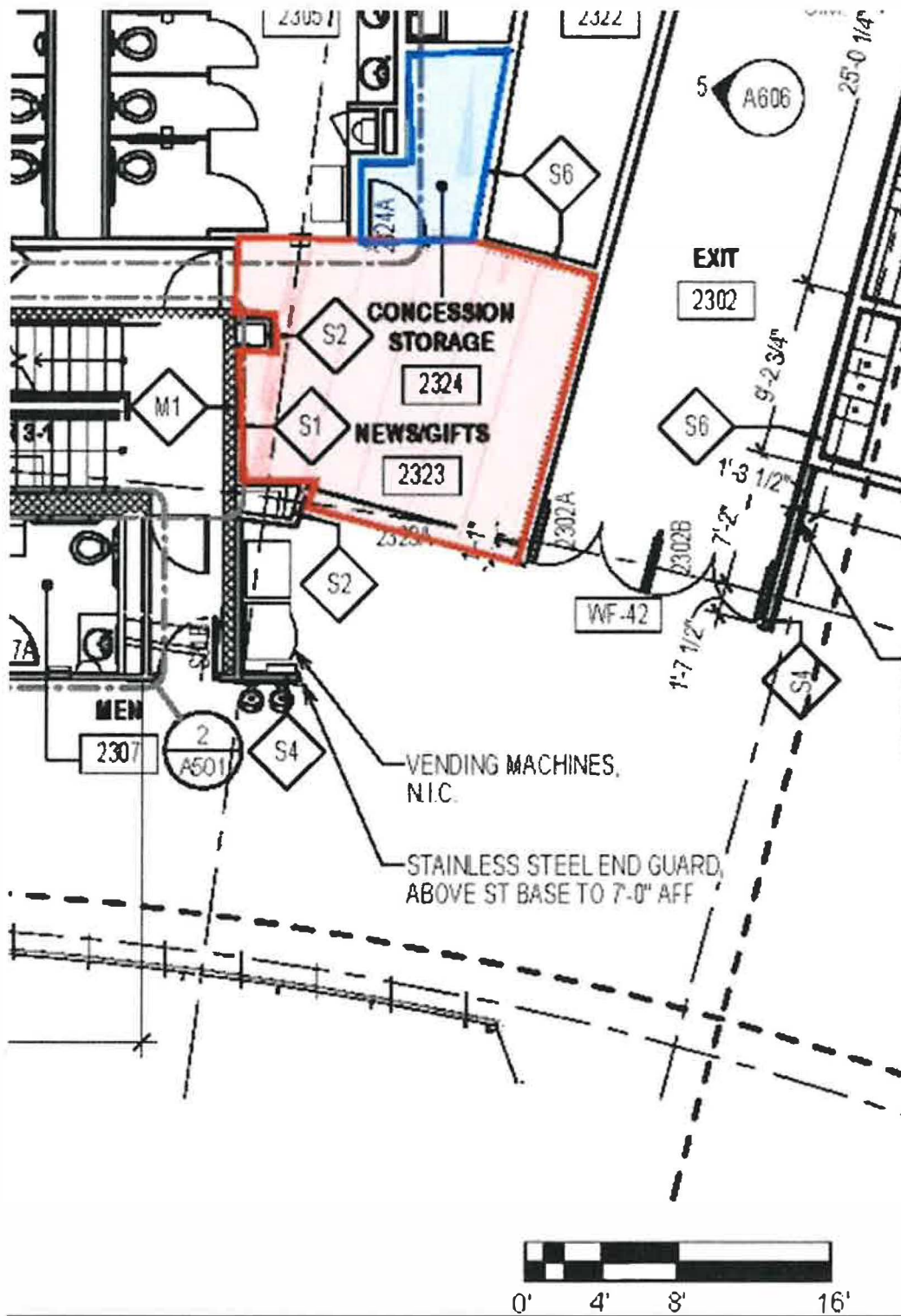


EXHIBIT B
CITY'S RENTAL RATE AND MACEDC IN-KIND MARKETING VALUES

City Rental Rate

The Minot International Airport's 2025 terminal facilities base rate is \$25.00 per square foot.

2025 Minot Area Chamber EDC Sponsorship & Marketing In-Kind Valuations

As provided by Article 4 of the Non-Exclusive Terminal Lease Agreement by and between the City of Minot and Minot Area Chamber EDC, the following valuations of sponsorship and marketing opportunities govern the period of January 1, 2025 through December 31, 2025 and are subject to annual review and potential change effective January 1, 2026. Sponsorship and marketing opportunities are subject to availability.

Start Up Minot Networking & Start Up Minot Academy Powered by CO.STARTERS

Platinum Sponsor	\$1,500
Gold Sponsor	\$1,000
Silver Sponsor	\$500
Bronze Sponsor	\$250

The Communicator

Full Page Ad (8.5" x 11", full color with bleed)	\$225/month
Half Page Ad (8.5" x 5.5", full color with bleed)	\$150/month
Quarter Page Ad (8.5" x 2.75" full color with bleed)	\$100/month

Eagle Awards

Monthly Sponsor	\$500/month
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Military Affairs

Friends of the Military	\$1,000+
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Donation to help support overall military appreciation

Businesses, organizations, or individuals that support will be recognized throughout the year

Home for the Holidays	\$500
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Donation to help purchase tickets to send airmen home during the November-January timeframe

Individual Sponsor	\$100 - \$999
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Donation to help support overall military appreciation

Junior Achievement

Sponsor a School	\$1,500
Sponsor a Kit	\$250

The Annual Meeting

Table Sponsor	\$600
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Prairie Warrior Auction

Platinum Sponsor	\$2,500
Table Sponsor	\$1,000

EXHIBIT B
CITY'S RENTAL RATE AND MACEDC IN-KIND MARKETING VALUES

Citywide Spring Cleanup

Commit to Clean Volunteer Opportunity

National Civics Bee

Presenting Sponsor	\$2,500
Platinum Sponsor	\$1,500
Gold Sponsor	\$1,000
Silver Sponsor	\$500
Bronze Sponsor	\$250

Women Connect Showcase | May

Share Sponsor	\$1,000
Build Sponsor	\$500
Give Sponsor	\$250

Military Day in the Parks

Platinum Sponsor	\$2,500
Support Sponsor	\$500

Military Golf Scramble

Hole-in-One Sponsor	\$1,000
Beverage Cart Sponsor	\$500
4-Person Team	\$500
Hole Sponsor	\$200

Dinner on the Prairie

Platinum Sponsor	\$2,000
Gold Sponsor	\$1,000
Silver Sponsor	\$250

Women Connect | Fall

Share Sponsor	\$1,000
Build Sponsor	\$500
Give Sponsor	\$250

Community Leadership Institute

Weekly Sponsor	\$300
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Showcase of Business

Platinum Sponsor	\$1,000
Gold Sponsor	\$500



TO: Mayor
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: August 18, 2025

SUBJECT: CITY COUNCIL VACANCY

I. RECOMMENDED ACTION

The Council should determine how it intends to move forward with filling the vacant alderman position - either by appointment (at least 15 days after August 18, 2025), or by calling a special election.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney
Mikayla McWilliams, City Clerk
Tom Joyce, Interim City Manager

III. DESCRIPTION

A. Background

This morning, the City Canvassing Board officially certified the election of Alderman Mark Jantzer as the next Mayor of Minot. Following his swearing-in at this evening's City Council meeting, Alderman Jantzer's seat on the Council will be vacated.

Pursuant to [Section 2-18 of the Minot Code of Ordinances](#), the City has two options for filling a vacancy on the City Council:

"If a vacancy occurs in the office of alderman by death, resignation, or otherwise, the city may call a special election to fill such vacancy for the unexpired term or may, after fifteen (15) days from the date of the vacancy, appoint a person to fill such vacancy until the next city election, at which election the unexpired term shall be filled."

Should the City Council choose to hold a special election, it may do so in accordance with Section 11½-6 of the Minot Code of Ordinances, which states:

"The city council may, on its own initiative by resolution passed by a super majority, call for a special election..."

If this route is taken, the City will establish petition deadlines and proceed to schedule the special election.

Alternatively, the Council may opt to appoint an individual to serve as alderman. In this case, the appointee would serve until the next regular city election in June 2026.

While the City's Code does not prescribe a specific process for appointments, the City Council has historically invited interested individuals to express their interest either in writing or in person to the Mayor or Council members. Candidates have typically introduced themselves during a Council meeting, after which the Council may vote to appoint an individual, extend the application period, or call for a special election. The procedure is flexible and at the discretion of the City Council.

Staff notes that while the Council can decide to call a special election, it does not believe a petition by qualified electors can force the Council to hold a special election.

[Minot City Ordinance Sec. 11 ½-2](#) states that municipal elections must be held in accordance with state laws relating to elections in cities generally, or relating specifically to cities with a "Modern Council" form of government.

[North Dakota Century Code Section 40-04.1-03](#) establishes how vacancies on City Council are filled in "Modern Council" forms of government.

This section of Century Code contrasts with [North Dakota Century Code Section 40-08-08](#), which establishes how vacancies in City Councils are filled in "Council" forms of government.

The primary difference is that qualified electors can require a City Council operating under the "Council" form of government to hold a special election by filing a petition containing signatures of five percent of the qualified electors (as determined by the total number of votes cast in the last city general election) – whereas that same language is not present under the statute instructing how to fill a Council vacancy under the "Modern Council" form of government.

Given that – it is staff's opinion that if a petition is received, it does not force the Council to hold an election. But if a petition is received, the Council can consider the same when reaching its own decision as to whether or not to hold an election.

IV. IMPACT:

A. Strategic Impact:

Filling the alderman seat will assist with conducting City business. It is also worth noting that when a majority of the council is required to take action (ex: pass an ordinance on second reading), the number of votes needed is four, regardless of vacancies, absences, or abstentions ([City of Minot Code of Ordinances Sec. 2-21](#)). This places some urgency on filling the vacant position as many important decisions, such as finalizing the City budget will be had over the next several month

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

The Ward County Auditor has indicated this past election without early voting will cost approximately \$18,000. A final bill has yet to be received.

Project Costs
Estimate of \$18,000

Project Funding
10011000-43100

V. CITY COUNCIL ASPIRATIONS

Determining how to fill the open seat on the City Council aligns with all City aspirations.

VI. ALTERNATIVES

The Council could choose not to fill the seat until the next election.

VII. TIME CONSTRAINTS

The next City election is less than a year away and significant decisions are being made in the near future, including finalizing the City budget. A special election would likely not be able to take place until early December, but the Council can appoint an council member 15 days from the date of the vacancy.

VIII. LIST OF ATTACHMENTS

CHAPTER 40-04.1 MODERN COUNCIL FORM OF GOVERNMENT

40-04.1-01. City council - Membership - Terms.

The governing body of a city operating under the modern council form of government is the city council, which is composed of not less than four members, one of whom is the mayor, all elected at large or by wards. Candidates for the council shall run for either mayor or council member but not both at the same time. The terms of members of the council is four years, commencing on the first of July of the year in which the member was elected and until their successors are elected and qualified. However, the council shall establish by ordinance a procedure whereby one-half of all council members, as nearly as is practicable, are elected biennially. The number of council members may be increased or decreased pursuant to section 40-06-09.

40-04.1-02. Compensation of council members.

The members of the council are entitled to receive such compensation for their services as is fixed by ordinance.

40-04.1-03. Vacancies on city council - How filled.

If a vacancy occurs in the office of councilman by death, resignation, or otherwise, the city may call a special election to fill such vacancy for the unexpired term or may after fifteen days of the date of such vacancy appoint a person from the ward or city at large by which the councilman previously holding was elected or appointed to fill such vacancy until the next city election, at which election the unexpired term shall be filled.

40-04.1-04. Restrictions on council member.

A city council member is not eligible for any other office the salary of which is payable out of the city treasury and may not hold any other office under the city government.

40-04.1-05. Meetings - Regular, special, and for organization.

The city council shall hold its regular meetings at least once a month and may prescribe by ordinance the manner in which special meetings may be called. The city council shall establish by resolution or ordinance the date of its regular meetings. The meeting for the organization of the city council must be held in conjunction with the first meeting in July of each even-numbered year.

40-04.1-06. Mayor.

The mayor shall preside at meetings of the council, and be the recognized head of the city for all ceremonial purposes and by the governor for purposes of military law. The mayor continues to have all the rights and privileges as a member of the council. If a vacancy occurs in the office of mayor or if the incumbent is absent or disabled, a mayor pro tempore shall be selected by the council from among their number to act for the unexpired term or during continuance of the absence or disability.

40-04.1-07. Council - Duties and powers.

The council shall perform all duties prescribed by law or by city ordinances and shall see that the laws and ordinances are faithfully executed.

CHAPTER 40-08

GOVERNING BODY AND EXECUTIVE OFFICER IN COUNCIL CITIES

40-08-01. City council - Who constitutes.

The governing body of a city operating under the council form of government is the city council, which is composed of the mayor and council members.

40-08-02. Governing body is judge of election and qualifications of members.

The city council shall be judge of the election and qualifications of its own members.

40-08-03. Number of council members.

The number of council members is not less than three. The number of council members may be increased or decreased pursuant to section 40-06-09.

40-08-03.1. Change to ten council members and mayor - Petition required.

Repealed by S.L. 1993, ch. 401, § 53.

40-08-03.2. City auditor to pass on sufficiency of petition requesting change to ten council members and mayor.

Repealed by S.L. 1993, ch. 401, § 53.

40-08-04. Election of council members.

In cities containing six hundred inhabitants or less, the council members must be elected at large. Except as provided in section 40-08-04.2, in all other cities operating under the council form of government, the council members must be elected by wards.

40-08-04.1. Procedure when petition to change to ten council members and mayor is filed - Special election - Ballot.

Repealed by S.L. 1993, ch. 401, § 53.

40-08-04.2. Election at large of council members from wards - Option.

Notwithstanding any other provision of law, the governing body of a city having a population not exceeding five thousand and which is operating under the council form of government may provide by ordinance for the election of all council members at large. If the council members are elected at large pursuant to this section, the governing body of the city may establish wards in accordance with section 40-08-04 and require that the council members elected from each ward must be residents of the ward.

40-08-05. Qualifications of council members.

An individual is not eligible to the office of council member if the individual is not a qualified elector of and resident within the ward for which the individual was elected, except that in cities where council members are elected at large and not required to be a resident of the ward for which the individual is elected pursuant to section 40-08-04.2, the individual must be a qualified elector of and a resident within the city.

40-08-06. Term of office of council members - Staggered terms provided for in cities where other than ten council members elected.

Council members shall hold office for four years and until their successors are elected and qualified. Terms of council members must be arranged so that one-half of the council members in any city, as nearly as practicable, are elected in any one election. When a city first adopts the council form of government or changes the number of council members, or when a city that has adopted the commission system of government returns to the city council form of government as provided by section 40-04-08, the alternation of the terms of the council members must be perfected as follows: of the council members elected in each ward, the one receiving the greater number of votes shall serve until the first day of July following the second succeeding biennial

election and the one receiving the lesser number of votes shall serve until the first day of July following the biennial election succeeding the council member's election; if the city is not divided into wards, the one-half of the council members elected in the entire city receiving the greater number of votes shall serve until the first day of July following the second succeeding biennial election and the one-half of the council members elected in the entire city receiving the lesser number of votes shall serve until the first day of July following the biennial election succeeding their election. Whenever, for any reason, vacancies exist on the council which require an unexpired term to be filled by election, the unexpired term must be designated on the ballot separate from any other regular term or terms that may also appear on the ballot. Candidates seeking nomination to an unexpired term are required to indicate whether or not they are seeking a regular term of office or an unexpired term of office on their nominating petitions as set forth in section 40-21-07.

40-08-06.1. Terms of office under ten council members - Staggered terms provided for - Nominating petition requirements.

Repealed by S.L. 1993, ch. 401, § 53.

40-08-07. Compensation of council members.

Each council member is entitled to receive compensation for services as established by ordinance.

40-08-08. Vacancies on council - How filled.

If a vacancy occurs in a city council office by death, resignation, or otherwise, the city council may call a special city election to fill the vacancy for the unexpired term, or may, after fifteen days of the date of the vacancy appoint a person from the ward in which the council member previously holding was elected or appointed to fill the vacancy until the next city election, at which election the unexpired term must be filled. Upon petition of five percent of the qualified electors of the ward, as determined by the total number of votes cast in that ward in the last city general election, the council shall call a special election to fill a vacancy occurring more than six months before the next city election, if the petition has been submitted within fifteen days and before four p.m. of the fifteenth day of the date of the vacancy or of the vacancy being filled by appointment. If the petition is mailed, it must be in the possession of the council or its representative before four p.m. on the fifteenth day after the vacancy occurs or after the vacancy was filled by appointment.

40-08-09. Restrictions on members of council.

1. Except as provided in this section, no member of the city council shall:
 - a. Be eligible to any other office the salary of which is payable out of the city treasury;
 - b. Hold any other office under the city government; or
 - c. Hold a position of remuneration in the employment of the city.
2. A member of the city council may serve as an ambulance crew member employed by the city or under a contract with the city and be remunerated for those services or as a volunteer firefighter or ambulance crew member for the city and be compensated for attending training or responding to emergency calls or may be reimbursed for expenses incurred in attending training or in responding to emergency calls.
3. A member of the city council in a city having a population of five hundred or fewer may hold a position of remuneration in the employment of the city if no other qualified individual is available to hold the position of remuneration at an equal cost to the city. The decision to employ the member of the city council must receive the unanimous approval of the other members of the council, and the approval must be documented in the official minutes of the council. This subsection does not apply to appointed officer positions under section 40-14-04.

40-08-10. Meetings of council - Regular, special, and for organization.

The city council shall hold its regular meetings at least once a month on a date certain established by resolution or ordinance of the council, and may prescribe by ordinance the manner in which special meetings may be called as well as the establishment of any additional regular meetings desired. If a regular meeting falls upon a holiday, the meeting must be held upon the next business day with the same effect as if conducted upon the day appointed. All regular and special meetings must be held at a time and place designated by the city council. The meeting for the organization of the city council must be held in conjunction with the first meeting in July of each even-numbered year.

40-08-11. When president and vice president of council elected.

At the organization meeting in each even-numbered year, the members of the city council shall proceed to elect from their number a president and a vice president who shall hold their respective offices until their successors are elected at the organization meeting following the next biennial election.

40-08-12. Publication of proceedings.

Repealed by I.M. approved November 8, 1994, S.L. 1995, ch. 637, § 2.

40-08-13. Presiding officer of council in absence or disability of mayor - President of council.

The president of the city council shall be the presiding officer of the council in the absence or temporary disability of the mayor. In the absence or disability of the mayor and president of the city council, the vice president shall be the presiding officer.

40-08-14. Mayor - Qualifications - Term.

The chief executive officer of the city is the mayor. The mayor shall be a qualified elector within the city and shall hold office for four years and until a successor is elected and qualified.

40-08-15. Compensation of mayor.

The mayor shall receive such compensation as the city council may direct by ordinance.

40-08-16. Vacancy in office of mayor - Filled by election or by council - President of council to be acting mayor.

If a vacancy occurs in the office of mayor, the city council may call a special city election to fill such vacancy for the unexpired term or may, after fifteen days from the date of such vacancy, elect one of its members to act as mayor. The member so elected shall possess all the rights and powers of the mayor until the next election and until a mayor is elected and qualified. Upon petition of five percent of the qualified electors, as determined by the total number of votes cast in the city in the last city general election, the council shall call a special election to fill a vacancy occurring more than six months prior to the next city election, provided such petition is submitted within fifteen days of the date of such vacancy. During the interim between the date when a vacancy occurs in the office of mayor and election and qualification of a successor, the president of the city council shall be the acting mayor.

40-08-17. Absence or disability of mayor - Acting mayor.

During the absence of the mayor from the city or during the mayor's temporary disability, the president of the city council shall be the acting mayor and shall possess all the powers of the mayor. In the absence or disability of the mayor and president of the city council, the vice president of the city council shall be the acting mayor.

40-08-18. Mayor to preside at council meetings - Voting power of mayor.

The mayor shall preside at all meetings of the city council, but shall not vote except in case of a tie, when the mayor shall cast the deciding vote.

40-08-19. Mayor may remove appointive officers - Reasons for removal to be given.

The mayor may remove any officer appointed by the mayor whenever the mayor is of the opinion that the interests of the city demand such removal, but the mayor shall report the reasons for such removal to the council at its next regular meeting.

40-08-20. Mayor may suppress disorder and keep peace.

The mayor may exercise within the city limits the powers conferred upon a sheriff to suppress disorder and keep the peace.

40-08-21. Release of prisoners by mayor - Report to council.

Repealed by S.L. 1987, ch. 375, § 16.

40-08-22. Mayor to perform duties prescribed by law - Enforce laws and ordinances.

The mayor shall perform all duties prescribed by law or by the city ordinances and shall see that the laws and ordinances are faithfully executed.

40-08-23. Inspection of books, records, and papers of city by mayor.

The mayor, at any time, may examine and inspect the books, records, and papers of any agent, employee, or officer of the city.

40-08-24. Ordinance or resolution signed or vetoed by mayor.

The mayor shall sign or veto each ordinance or resolution passed by the council. Any action vetoed by the mayor may be overridden by the city council as provided under section 40-11-05.

40-08-25. Messages to council.

The mayor annually and from time to time shall give the council information relative to the affairs of the city and shall recommend for its consideration such measures as the mayor may deem expedient.

40-08-26. Mayor may call on residents to aid in enforcing ordinances.

When necessary, the mayor may call on each resident of the city over the age of eighteen years to aid in enforcing the laws and ordinances of the city.

40-08-27. Police chief and police officers appointed by mayor.

The mayor may appoint any number of police officers the mayor and the city council deem necessary to preserve the peace of the city and the mayor shall appoint one of the number as chief of police. Such appointment shall be subject to the approval of the council.

40-08-28. Mayor may administer oaths.

The mayor of each city may administer oaths and affirmations.

Footnotes:

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Editor's note— Ord. No. 5133, § 3, adopted Dec. 5, 2016, repealed Ch. 11½ in its entirety and enacted new provisions to read as herein set out. Former Ch. 11½, §§ 11½-1—11½-4, pertained to similar subject matter, and derived from Ord. No. 3428, § 4.

Sec. 11½-1. - Qualifications of electors.

Every resident of the City of Minot who is qualified to vote therein at general elections may vote at all city elections held therein. Each person shall vote in the precinct of which he or she is a resident.

(Ord. No. 5133, § 3)

Sec. 11½-2. - Municipal elections.

Unless superseded by city ordinance, all municipal elections must be held and conducted in accordance with relevant state law relating to elections in cities generally or relating specifically to cities with a modern council form of government.

(Ord. No. 5133, § 3)

Sec. 11½-3. - Officers to be elected.

The following officers shall be elected:

- (1) A mayor for the City of Minot;
- (2) Six (6) aldermen; and
- (3) A municipal judge.

(Ord. No. 5133, § 3)

Sec. 11½-4. - At-large elections.

The members of the governing body shall be elected at-large and not by wards. Each voter may vote for one of the candidates for mayor and for as many candidates for alderman as there are aldermen to be elected.

(Ord. No. 5133, § 3)

Sec. 11½-5. - Petition for nomination of elective offices in cities—Signatures required—Withdrawal of petition—Contents.

A candidate for any public office in the City of Minot may be nominated by filing with the city auditor, before 4:00 p.m. on the sixty-fourth day before the holding of the election, a petition signed by not less than three hundred (300) qualified electors. A candidate shall also file a statement of interests as required by section 16.1-09-02, N.D.C.C. Qualified electors who sign a petition must reside within the corporate limits of the city of Minot. If a petition is mailed, it must be in the possession of the city auditor before 4:00 p.m. on the sixty-fourth day before the holding of the election. Signatures may be on separate sheets of paper. Petitions must meet the specifications of nominating petitions pursuant to section 16.1-11-16, N.D.C.C. If a city election is not combined with a state or county election according to section 40-21-02, [N.D.C.C.], a candidate may be nominated by filing the required petition with the city auditor before 4:00 p.m. on the sixty-fourth day before the holding of the election. A candidate may withdraw the candidate's nominating petition at any time before the applicable deadlines for filing nominating petitions provided for in this section. Nominating petitions required by this section may not be circulated or signed prior to January first preceding the election. Any signatures to a nominating petition obtained before that date may not be counted. A nominating petition for a special election may not be circulated or signed more than thirty (30) days before the time when a petition for a special election must be filed. A candidate for city council may run for either the office of mayor or alderman but not both in the same election. A candidate may run for only one (1) office in a city at any given election.

(Ord. No. 5133, § 3)

Sec. 11½-6. - Special elections.

The city council may, on its own initiative, by resolution passed by a super majority, call for a special election seeking the approval of the electorate on those matters deemed appropriate by the council. The city auditor is directed to publish the resolution once, at least fifteen (15) days prior to the date set for the election.

(Ord. No. 5133, § 3)

Sec. 11½-7. - Referendum and initiative.

- (a) Article 4 of the City of Minot Home Rule Charter, pertaining to the right of citizens to refer actions of the city council and to initiate measures on behalf of the city, is hereby implemented in the following subsections.
- (b) The voters of the city shall have the power to refer and initiate ordinances and resolutions; except that the power of initiative and referendum shall not extend to the annual appropriations ordinance, nor to those ordinances or resolutions implementing public projects upon which an

election has previously been held, nor shall the power of initiative and referendum extend to special improvement projects under which the law provides for protest procedures or to special assessment projects carried out under the provisions of the North Dakota Century Code.

- (c) Initiative petitions must be signed by qualified voters of the city equal to at least fifteen (15) per cent of the total votes cast in the city at the most recent presidential election.
- (d) Referendum petitions must be signed by qualified voters of the city equal to at least ten (10) per cent of the total votes cast in the city at the most recent presidential election.
- (e) Each petition, whether for initiating or referring an ordinance or resolution, shall contain or have attached thereto throughout its circulation the foil text of the ordinance or resolution proposed or referred. In addition, each petition shall list the names of the three (3) electors who shall constitute the "committee for the petitioners," who shall represent and act for the petitioners.
- (f) Each petition shall also contain an affidavit signed by the circulator of the petition affirming that the signers thereto are believed by him to be qualified electors of the city.
- (g) Referendum petitions for ordinances must be filed with the city clerk within thirty (30) days after the second reading of the ordinance referred. Referendum petitions for resolutions must be filed with the city clerk within thirty (30) days after the passage of the resolution referred.
- (h) The city clerk shall pass upon the sufficiency of each petition and shall have twenty (20) days after the petition is filed to certify as to its sufficiency. A petition shall be deemed sufficient if the city clerk has not certified to the contrary in such twenty-day period. If the city clerk finds the petition insufficient, he shall notify the committee of the petitioners, specifying the insufficiencies, and allow seven (7) days for correction or amendment, and, in the case of petition for initiating an ordinance only, for additional signatures within such seven-day period.
- (i) Upon the filing of a referendum petition, the ordinance or resolution referred, except emergency ordinances or resolutions, as hereafter defined, shall be suspended. Such suspension time shall terminate:
 - (1) If the petitions are deemed to be insufficient and not corrected or amended as above provided;
 - (2) The petitions are withdrawn by the committee for the petitioners, as provided in subsection (m);
 - (3) The city council repeals the ordinance or resolution; or
 - (4) After thirty (30) days have elapsed after the city election on the referral.

An emergency ordinance or resolution is an ordinance or resolution thus designated by the city council and passed by a three-fourths vote of such body.

(j)

Upon the final determination of the sufficiency of the petitions for initiating an ordinance or resolution, the city council shall have sixty (60) days in which to adopt the proposed ordinance or resolution. If the council fails to adopt the proposed ordinance or resolution, without any change in substance from that proposed, within the sixty-day period, the city council shall submit the same to the voters of the city at an election within one hundred twenty (120) days after the final determination of the sufficiency of the petition. If no regular city election is held within such time period, the city council shall provide for a special election; otherwise the vote shall be taken at such regular election.

- (k) Copies of the proposed ordinance or resolution shall be available at the office of the city clerk at least ten (10) days prior to the election. The ballot shall fairly state a summary of the proposed ordinance's or resolution's provisions, and copies of the ordinance or resolution shall be available at the polling places.
- (l) Upon the final determination of the sufficiency of the petition or referendum, the city council shall cause an election on the referral to be held within sixty (60) days thereafter. The election shall be held at a regular city election if one (1) is scheduled within such time period; if none, then at a special election called by the city council. The ballot shall fairly state a summary of the ordinance or resolution referred. Copies of the ordinance or resolution shall be available at the polls, as well as from the city clerk, for at least ten (10) days prior to the election.
- (m) An initiative or referred referendum petition may be withdrawn at any time prior to the scheduling of the election by the city council upon the filing of a request for withdrawal signed by all the members of the committee for the petitioners.
- (n) If a majority of electors voting on an initiated ordinance or resolution vote in its favor, it shall be considered adopted upon certification of election results and shall thenceforth stand the same as if adopted by the city council. If a majority of electors voting on a referred ordinance or resolution vote against it, such ordinance or resolution shall be considered repealed upon certification of election results.
- (o) Any ordinance or resolution adopted pursuant to initiative as by this chapter provided may not be referred, except at a regular city election taking place at least two (2) years after the election at which such initiative ordinance or resolution was adopted. The city council may not repeal or make any material amendment to the initiated ordinance or resolution or to an ordinance or resolution referred and upheld by a vote of the people except by a vote of three-fourths ($\frac{3}{4}$) of the members thereof for ten (10) years after the date of the election adopting such ordinance or resolution; thereafter, such an ordinance or resolution may be repealed or amended the same as any other ordinance or resolution.
- (p) An ordinance or resolution referred and repealed by a vote of the electors, as herein provided, shall not be re-enacted by the city council before a period of at least two (2) years from the date of the referral election.

(Ord. No. 5133, § 3)

Sec. 11½-8. - Governing body is judge of election and qualifications of its members.

The city council shall be judge of the election and qualifications of its own members.

(Ord. No. 5133, § 3)

City of Minot 2026 Proposed Budget

Recommendations

August 18, 2025

Dear Fellow City Council Members,

This evening, we wish to present our response to the 2026 City Manager Proposed Budget (CMRB2026). Our recommendations come after thoughtfully reviewing the proposed budget, meeting with City staff and considering what the residents of Minot want and deserve.

Prior to sharing our recommendations, it is helpful to look back over events in 2024 and 2025. A year ago, for Fiscal Year 2025 the Council used \$3,500,000 dollars from General Fund Reserves to balance the budget. While this provided a welcome tax break for citizens, it reduced the amount that would otherwise have been levied. This took place while a campaign for Initiated Measure #4 was underway, which would have eliminated property tax in North Dakota transferring responsibility for funding local government to the State Legislature and imposed a cap on local governments. In November, voters rejected Measure #4 with a 63% majority vote opposed. In January 2025 when the ND Legislature got to Bismarck, property tax reform was a top priority agenda item, resulting in the eventual passage a HB1176, containing several important components:

- Local governments were capped at a 3% increase.
- To calculate the 3% cap, a base year within the last 3 years may be selected.
- The Primary Residence Credit was increased from \$500.00 to \$1600.00 per home.
- The Homestead Tax Credit was made available to more homeowners.

City of Minot 2026 Proposed Budget

Recommendations

August 18, 2025

Additionally, Governor Armstrong has stated publicly his intention that Legacy Fund earnings will pay for a larger share of property tax over time, and there was talk during the session of expanding relief to additional classes of real property, e.g., agricultural, and commercial.

While the Legislature was still in session, work began on the City of Minot's 2026 Budget. It was a very in-depth process with City Manager, Department Heads and Staff, after guidance by City Council, to start with a clean slate and develop a look three years forward, with a -3%, flat, and +3% scenario for each based on the levy this year/FY2025. The staff presented the results to the City Council, and while savings in a number of areas made sense and were significant, many of the flat and -3% scenarios were impractical or unacceptable. Our City Manager and City staff used this exercise to prepare the proposed budget that is now being reviewed. While staying within the rules and guidelines set forth by the state, the selected base year for the CMRB2026 was FY2024. The 3% increase and calculation for debt incurred allowed within new state law was also used.

It is important for all of us to note that as a state and a city, we are in a transitional period on a track to reducing property tax burdens. This proposed budget shows progress. This budget sets the baseline for future budgets in a capped environment. We are all elected to approve a budget that provides necessary municipal services to our residents, while adhering to the law passed by our state legislators. With that in mind, on the next page is a list of recommendations and adjustments to the CMRB2026 for your consideration.

Sincerely,

Mayor Mark Jantzer and Alderwoman Lisa Olson

City of Minot 2026 Proposed Budget

Recommendations

August 18,2025

- Adopt the CMRB2026 as recommended,including the changes outlined below, along with vital components such as the annual pay and health insurance plan, the VERF,and the community contribution requests. The proposed budget also contains a number of cuts or deletions that we support.
- The CMRB2026 allows for proposed cuts to remain in the budget to continue quality municipal services. Included are report writing software and handguns for the police department, nine fire fighting positions, two full time dispatcher positions and one part time dispatcher position. We continue to support funding the partnership with Minot State University that will help provide community resource officers.
- Additional adjustments that we recommend are as follows:
 - Decrease the street maintenance budget from \$12,000,000 to \$11,000,000.
 - Reduce the percentage of sales tax dollars for economic development from 15% to 10% and increase the percentage of sales tax dollars by 5% for property tax relief.
 - Eliminate funding in the amount of \$500,000 for Economic Development Projects.
 - Adopt a sales tax ordinance that allows for flexibility in the distribution of funds, as needs change on an annual basis. This allows the City Council to make decisions based on current needs.
 - Decrease funding for the Facade Improvement Program from \$300,000 to \$200,000. Retaining this program is recommended by the Economic Development Committee and has helped increase property values in the downtown business district. We support proposed staff amendments to the program such as caps and lowering the percentage of the loan amounts.

City of Minot 2026 Proposed Budget

Recommendations

August 18,2025

- Retain one FT lieutenant at the Minot PD in the amount of \$159,000(*Salary and benefits*).
- Create a FT advanced analytical administrator position at the Minot PD in the amount of \$117,680(*Salary and benefits*).
- Increase the number of unfunded patrol positions at the Minot PD from eleven to twelve.
- Retain Minot FD funding for PPE in the amount of \$85,845.
- Retain a FT Executive Secretary in the City Manager and Mayor's office, in the amount of \$93,028(*Salary and benefits*).
- Create one FT Heavy Equipment Operator position in the amount of \$85,002(*Salary and benefits*). This would be funded through enterprise funds.
- Following several years of discussions, we believe that it is time to make a financial commitment to the remodeling of the current Minot Police Department building. While a final amount for remodeling is not available, we believe it will be in excess of \$15,000,000. With that amount in mind, we propose that \$5,000,000 be taken from reserves annually for FY2026, FY2027 and FY2028, with the initial money included in FY2026.

City of Minot 2026 Proposed Budget
Recommendations
August 18,2025

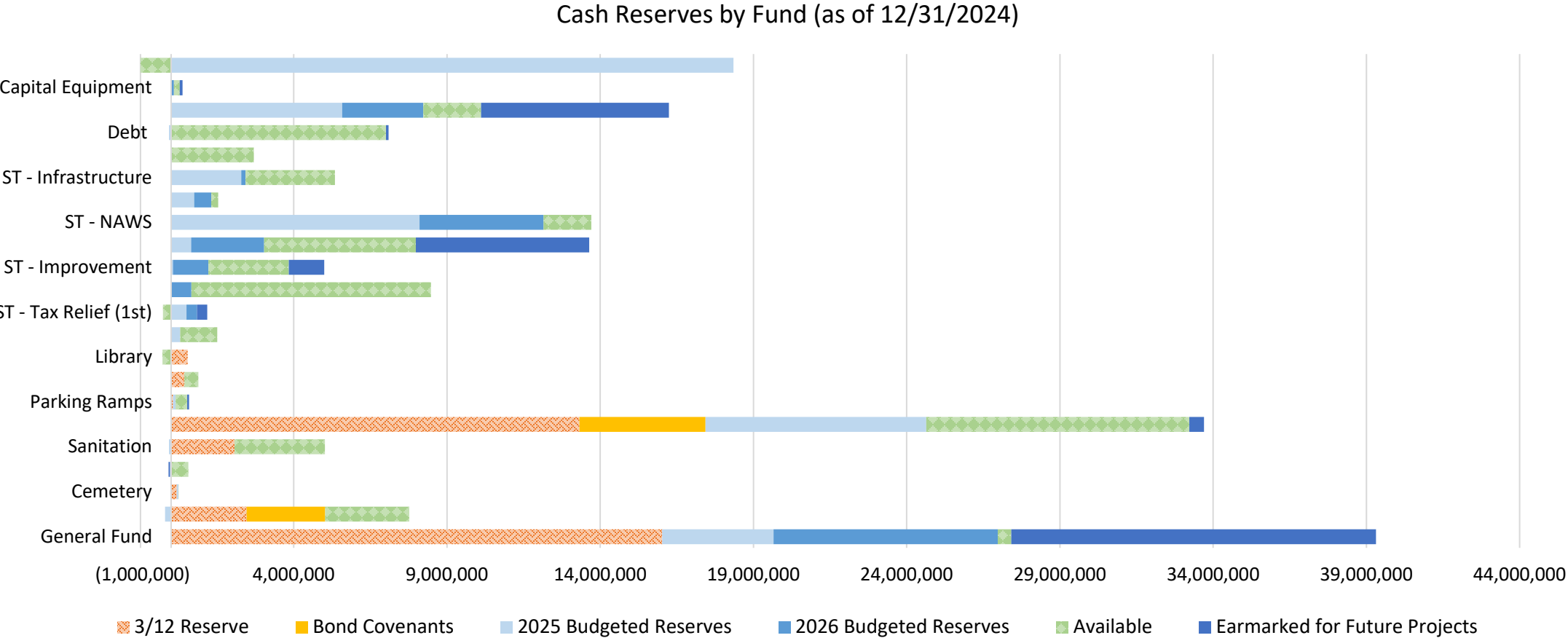
2026 City of Minot Budget

President's Message

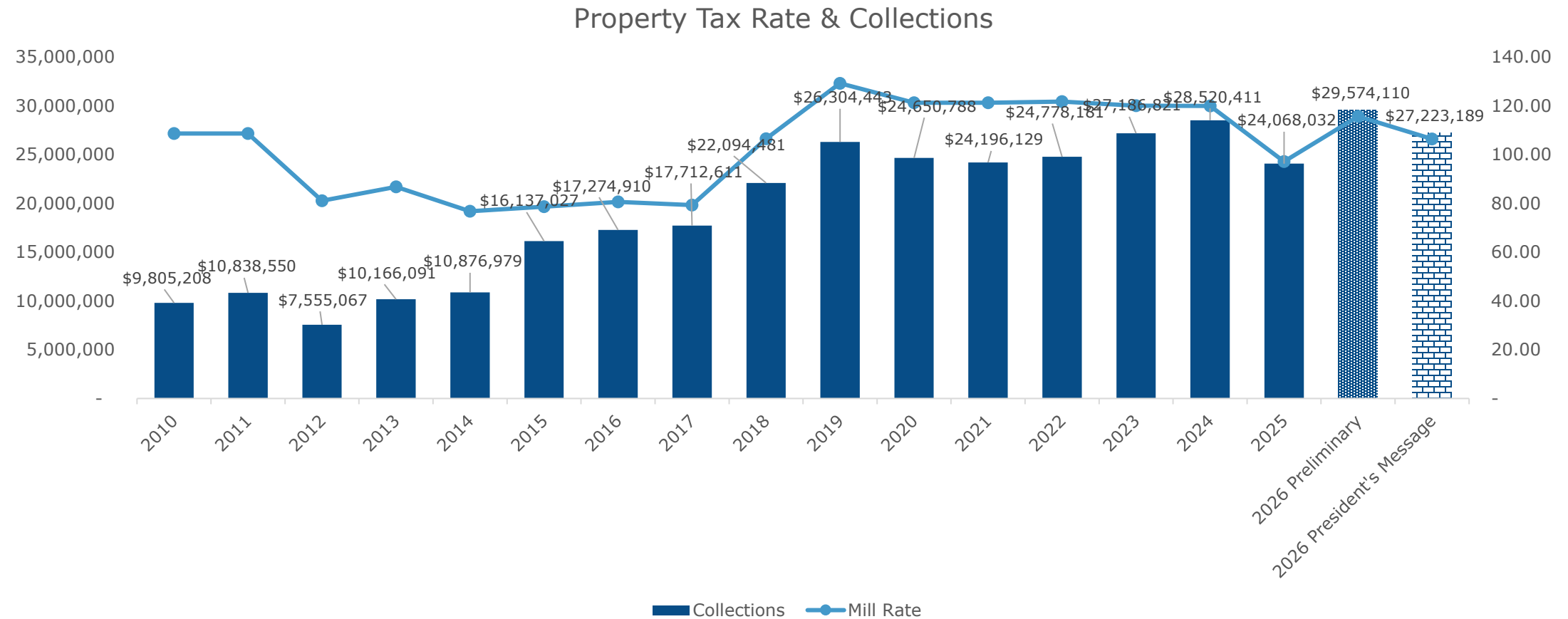
Reserves

	Total Cash & Investments	Committed	3/12 Reserves	Bond Covenants	Budgeted Reserves	Budgeted Reserve	Earmarked for Future Projects	Available
General Fund	40,587,173	1,272,631	16,020,069	-	3,634,277	7,316,130	11,901,242	442,825
Airport	10,918,892	3,346,677	2,461,184	2,568,458	(200,000)	-	-	2,742,573
Cemetery	310,048	70,504	183,720	-	48,750	-		7,074
Parking Authority	477,657	-	9,145	-	(35,858)	-	(47,288)	551,658
Sanitation	6,609,457	1,662,215	2,068,558	-	(69,594)	-		2,948,279
Water-Sewer-Storm	41,570,010	7,867,003	13,324,513	4,111,868	7,201,618	-	477,870	8,587,139
Parking Ramps	588,512	-	63,054	-	83,095	-	65,711	376,652
Public Transportation	887,346	-	431,087	-		-	-	456,259
Library	517,786	260,096	542,432	-	-	-	-	(284,742)
Emergency Fund	1,504,299	-	-	-	300,000	-	-	1,204,299
ST - Tax Relief (1st)	918,769	-	-	-	500,000	340,621	340,621	(262,473)
ST - Econ Dev	9,149,950	673,479	-	-	-	665,000	-	7,811,471
ST - Improvement	4,995,485	-	-	-	60,728	1,154,533	1,154,533	2,625,691
ST - Flood Control	14,749,012	1,106,482	-	-	653,505	2,379,574	5,659,441	4,950,009
ST - NAWS	13,712,891	-	-	-	8,106,874	4,044,938		1,561,079
ST - Tax Relief (2nd)	1,537,193	-	-	-	750,000	559,384		227,809
ST - Infrastructure	5,342,793	-	-	-	2,289,700	138,400		2,914,693
ST - Flood Control (2nd)	2,701,001	-	-	-	-	-	-	2,701,001
Debt	7,020,098	-	-	-	(70,920)	-	83,360	7,007,658
Capital Infrastructure	18,891,487	2,646,567	-	-	5,578,206	2,649,582	6,130,598	1,886,534
Capital Equipment	972,813	617,332	-	-	(20,075)	91,839	91,839	191,878
Capital Flood Control	18,681,938	3,934,105	-	-	18,350,383	-		(3,602,549)

Reserves



Property Tax Rate and Collections



Comparison to Other ND Cities

