



Regular City Council Meeting

Monday, September 15, 2025, at 5:30 PM

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

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

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
 - 3.1. PROCLAMATION
4. REPORTS
 - 4.1. CITY MANAGER'S REPORT
5. PUBLIC HEARING
 - 5.1. PUBLIC HEARING CASE #2025-39 - ABEL ACRES - PRELIMINARY PLAT

RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat in alignment with the recommendation of the Planning Commission as provided in Attachment A.

6. CONSENT ITEMS
 - 6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the September 2, 2025, Executive Session, Special City Council meeting and Regular City Council meeting.

- 6.2. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6110 - 2025 BA - Minot Public Library Collection**
- 2. Ordinance No 6111 - Ordinance Amendment_Sec._31_152 Storm**

Sewer Fees

3. Ordinance No 6112 - 2025 BA - 3rd St Bridge Repair

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Minot High School Trap Team to conduct a calendar raffle in November 2025 at Minot North High School (2100 21st Ave NW).**
- 2. Ward County 4-H to conduct a calendar raffle in January 2026 at NDSU Extension - Ward County (900 13th St SE).**
- 3. Minot North Football Boosters to conduct a raffle on October 19, 2025, at the Mendez Residence (1116 174th Ave NW).**
- 4. Union Silos - Silobration Street Dance (MACA) to conduct a raffle on August 29, 2025, at Citizens Alley (3 Main St S #2).**
- 5. Independence, Inc to conduct a raffle on September 11, 2025, at Citizens Alley (3 Main St S #2).**
- 6. Two Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 7. Special Event Permit for the Lucky Strike Casino and Lounge (1901 N Broadway).**
- 8. Special Event Permit for On the Rocks (614 3rd St NE).**
- 9. Two Special Event Permits for Sports on Tap (220 S Broadway).**

6.4. GAMING SITE AUTHORIZATION - PRAIRIE GRIT ADAPTIVE SPORTS

RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for the following organizations to conduct games of chance:

- Prairie Grit Adaptive Sports for a Calcutta on November 20, 2025, at the Minot Municipal Auditorium (420 3rd Ave SW).**

6.5. RAILWAY CROSSING ELIMINATION (RCE) GRANT APPLICATION SUBMITTAL

RECOMMENDED ACTION

It is recommended City Council approve the request to submit a RCE grant application.

6.6. SUB AWARD AGREEMENT WITH MINOT HOUSING AUTHORITY

RECOMMENDED ACTION

It is recommended City Council approve the Sub Award agreement with Minot Housing Authority and authorize the Mayor to sign.

6.7. CLOSE OUT INACTIVE RENAISSANCE ZONE CASES

RECOMMENDED ACTION

It is recommended City Council approve and authorize staff to place a memo in each file stating that the application has been formally declared closed out by the City Council and ineligible for benefits.

6.8. SPECIAL ASSESSMENT APPROVAL; 2025 NUISANCE ABATEMENT

RECOMMENDED ACTION

It is recommended City Council approve the assessment roll for the 2025 Nuisance abatement.

**6.9. AIRPORT 2023 T-HANGAR TAXILANES AND TAXIWAY B2
RECONSTRUCTION - FINAL PAYMENT**

RECOMMENDED ACTION

It is recommended City Council approve the final payment and authorize the Mayor and the Airport Director to sign the required documents to close out the project.

6.10. MEDIATION AGREEMENT — EMINENT DOMAIN (LIBERTY SIERRA)

RECOMMENDED ACTION

It is recommended City Council review and approve the attached mediation agreement.

6.11. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION

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

6.12. MOU WITH MINOT FIRE BIKE PATROL AND TRINITY AMBULANCE

RECOMMENDED ACTION

It is recommended City Council approve the agreement and authorize the Mayor to sign the MOU to work with Trinity Ambulance.

6.13. SHIRLEY COURT STREETLIGHT IMPROVEMENT - AWARD OF BID (4763)

RECOMMENDED ACTION

- 1. It is recommended City Council award the bid for the construction**

portion of the Shirley Court Streetlight Improvement Project to the low bidder, Main Construction, Inc., in the amount of \$55,123.00; and

2. Authorize the Mayor to sign the Agreement.

7. ACTION ITEMS

7.1. ACQUISITION APPROVAL OF REFURBISHED 30' TRANSIT BUS

RECOMMENDED ACTION

1. It is recommended City Council approve the purchase of a refurbished 2006 Gillig Low Floor Heavy Duty Transit bus for an amount not to exceed \$454,496.92 from Complete Coach Works contingent on staff approval of the bus and processes following the site visit; and
2. Authorize the Mayor and Staff to sign any purchase orders and contracts associated with this purchase.

7.2. LOCAL PREFERENCE BIDDING POLICY

RECOMMENDED ACTION

This item is submitted without a recommendation. It includes a local bidding preference resolution for council discussion. City council will decide whether to implement it or not. If implemented, the local preference language will be included in bid documents that utilize local preference bidding.

7.3. ~~PATHFINDER SERVICES OF ND (PSND) AGREEMENTS - PULLED~~

RECOMMENDED ACTION

~~It is recommended City Council approve the Operations and Maintenance Lease, Commercial Lease along with the reassignment of the commercial leases for Oishii Ramen and The Lord's Cupboard.~~

7.4. PUBLIC HEARING: 2026 ANNUAL BUDGET

RECOMMENDED ACTION

It is recommended City Council approve the 2026 budget ordinance on first reading.

7.5. CITY MANAGER FINALIST RECOMMENDATIONS

RECOMMENDED ACTION

It is recommended City Council approve moving forward with

interviewing the following three finalists:

1. Tom Joyce
2. David Kees
3. David Lakefield

7.6. SETTLEMENT AGREEMENT WITH PARKVIEW MHP, LLC

RECOMMENDED ACTION

It is recommended City Council approve the attached Settlement Agreement and authorize the Mayor and appropriate City staff to execute the Settlement Agreement, Purchase Agreement, and any other documents necessary to carry out the terms of the Settlement Agreement.

7.7. REVIEW OF RECYCLING POLICY

RECOMMENDED ACTION

This memo and the attached information are presented at the request of the Council to determine if they want to change the recycling policy to allow residents to opt out.

8. PERSONAL APPEARANCES
9. MISCELLANEOUS AND DISCUSSION ITEMS
10. LIAISON REPORTS
11. ADJOURNMENT

Proclamation

Mayor Celebrates Minot Symphony Orchestra's Centennial Season

WHEREAS, the Minot Symphony Orchestra was founded in 1925 and for the past 100 years has brought live music performances to audiences in Minot and across North Dakota; and

WHEREAS, according to its mission, the Minot Symphony Orchestra, a university and community orchestra, aims to enrich lives by providing opportunities for musicians and inspiration to patrons through education and the performance of diverse orchestral repertoire; and

WHEREAS, the Minot Symphony Orchestra has created a century of unmatched excellence that includes showcasing world class entertainment to northwest North Dakota and supporting a lifetime of music education for multiple generations; and

WHEREAS, the Minot Symphony Orchestra plays a vital role in the community by offering concerts that highlight local talent, organizing outreach programs, and collaborating with area artists, schools, and a host of community partners and organizations; and

WHEREAS, the Minot Symphony Orchestra has improved the quality of life for not only the residents of Minot, but for those living in North Dakota and beyond through its first 100 years;

NOW, THEREFORE, DO I, Mark Jantzer, Mayor of the City of Minot, hereby proclaim the 2025-26 season as the Minot Symphony Orchestra's centennial season, and encourage Minot residents to celebrate the cultural contributions of the Orchestra and its members through its first 100 years of existence, and, encourage Minot and area residents, through their continued patronage, to support and strengthen Minot's vibrant arts community as the orchestra celebrates this amazing milestone and begins its second century of service to the community.

Mayor Proclaims 2025-26 season as Minot Symphony Orchestra's Centennial Season

Mark Jantzer, Mayor, City of Minot

City of Minot City Clerk

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, Interim City Manager

DATE: September 15, 2025 (for the period 29 Aug – 5 Sep 2025)

Interim City Manager:

This week we are beginning the new cadence of posting the Council Agenda seven (7) days prior to the Council meeting. Thanks much to the Agenda Development and Staff Coordination Process Improvement & Innovation (PII) Team for their hard, smart work to get us to this point and to the City Clerk for shepherding us along. I attended the Pension Board meeting, the Deputy Chief of Police promotion ceremony, and the MACEDC Military Affairs Committee lunch (where we heard from Rob Keller of ND Employer Support to the Guard and Reserve). I also met with local business leaders to hear some of their concerns and will work with staff to refine processes and communication as appropriate. I participated in a final planning session with our citizen satisfaction survey vendor.

**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.

	AUGUST			Year to Date 2025		
	Sales	Median	Average	Sales	Median	Average
Residential	53	\$ 290,000	\$ 287,464	564	\$ 244,950	\$ 273,103
Residential Vacant Land	8	\$ 25,250	\$ 19,875	37	\$ 19,750	\$ 33,479
Commercial	3	\$ 240,000	\$ 680,000	34	\$ 435,000	\$ 1,043,097
Commercial Vacant Land	0	\$ 0	\$ 0	5	\$ 55,000	\$ 587,620

NOTES: There was one residential transaction in August of 46 townhomes sold, totaling \$8,800,000.

Engineering
City Engineer, Lance Meyer

Department Updates

- A working group has been developed to address the backlog of view obstructions throughout Minot.
- Currently reviewing applicants for GIS Technician.
- FHWA has redistributed funds to NDDOT. Due to our need to start engineering on 3rd St bridge options, NDDOT said they will allocate the \$1.2 million to us. Our local cost match is 20% or \$300,000 which is currently in the 2026 proposed budget. FHWA will notify NDDOT if their list will be accepted.

Current Projects

- Following council direction, staff is working on Phase 2 of the Wayfinding project which will address the increased signage for the downtown parking ramps.
- Storm Sewer District 124 design is complete. Easement and land acquisitions discussions have begun. The required 404 permit from USACE was approved after a 7 month wait. The district will be brought to council in the coming months.
- The 16th Street Interchange Improvement project design is complete. This project has been delayed a year due to NDDOT funding and now will take place in the 2027 construction season.
- 3rd Street and Central Avenue Reconstruction project is in the early stages of preliminary design and environmental documentation. This work is being completed by our consultant Apex Engineering.

2025 Capital Projects

- 16th Street Reconstruction – Park Construction
The intersection of 11th Avenue and 16th Street and 16th Street between Burdick Expressway and 11th Avenue is currently being paved and is anticipated to be reopened by mid-September. See www.minotroads.com for more details.
- SSD 121 – Puppy Dog Coulee storm sewer project – Wagner Construction
The roadway has been rebuilt and reopened for Phases 1 and 2 near Wing and Rings, as well as Phase 3 near McDonalds. Work is now focused on Phases 4, 5, and 6, including utility relocates, drilling and installing soldier piles, and culvert installation. Additional information can be found on the [project webpage](#). Council has authorized eminent domain against one property. An agreement was filed with the court for the city to take possession of the easements needed for the project with a trial to start October 28th. Recently, the property owner has requested mediation of the eminent domain issue which is scheduled to take place September 19th. Any agreement will be brought back to council for consideration.
- 3rd Street Bridge Repair – Industrial Builders
The contractor has begun to mobilize and the bearing has been delivered. The project scope has been modified to add additional repairs to pier 4.
- The NDDOT box culvert project under Broadway near the US 2 interchange is underway. The work is anticipated to take two to three months to complete. Traffic will be head to head through the interchange area.

2025 Maintenance Projects

- 2025 Patching, Sidewalk, Curb & Gutter, and Street Improvement projects are all underway all over town. The majority of the work is nearing completion and in the restoration phase with the exception of work on 13th St SW and 25th St NW.
- An additional street improvement project is being bid to utilize the remaining budgeted street maintenance dollars. This is a change from the last report where we had planned to receive quotes for different segments of mill and overlay. The pavement cores that were taken were too thin to support a mill and overlay and the projects would no longer be under the bid threshold.
- 2025 Microsurfacing and Street Seal projects are complete except for permanent striping which is currently being installed.
- 2024 Signal Cabinet Improvement with improvements on N Broadway at 20th Ave NW, 36th Ave NW and 46th Ave NW have been completed. The work associated with the 2025 Signal Improvement on Burdick Expwy E at 8th Ave SE and at 27th St SE have begun, both intersections will be updated in the fall.
- 2025 Pavement Markings is underway with a substantial completion in September 2025. This project will have substantial markings on Broadway as well as a joint project with the Airport to update and refresh the pavement markings in front of the terminal.

Additional Information – GIS Maps

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

**Fire Department
Chief Kelli Kronschnabel**



Fires reported in the month..... 18

- Structure Fires: 10
- Outside Rubbish/Vegetation Fire: 6
- Mobile Vehicle Fire: 2

2025 Monthly Fire Counts Year to date Total: 89

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

YTD Dollar loss attributed to fire..... \$402,915

Total incidents reported for the month: 480

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
18	2	361	12	6	36	42	0	3

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

Update from Chief's Kronschnabel's office:

Crews responded to 480 calls for service in August, including 361 EMS calls—a continued reflection of our department's busy role in serving the Minot community.

Beyond emergency response, our team stayed active with outreach and training. This month we connected with the community through events such as the Library Splash Bash, 2025 National Night Out, multiple station tours, and car seat check events. Training also remained a focus, with a wide range of sessions completed throughout August to keep our skills sharp.

A highlight of the month was hosting our joint Fire and Dispatch Graduation, Promotion, and Awards Ceremony. This was a meaningful opportunity to recognize the dedication and accomplishments of individuals across both departments, and we were grateful for the strong turnout in support of our teams.



Central Dispatch Report August 2025

2025 Monthly Call Counts

Emergency calls: 1,911

Non-Emergency calls: 8,419

Total calls: 10,330* (*July 29 - Aug. 26)

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
9,667	7,283	6,238	10,827	10,318	12,261	8,863	10,330				

2025 Monthly Call Types (All Ward County Law Enforcement)

Traffic Stops	Domestics	DUI	Judicial Order Violation	Disorderly Conduct	Assist Public	Accidents	Welfare Checks
1,095	65	32	21	135	240	132	193

July 2025 Calls by Agency

Minot PD	Minot Fire	Trinity First Response	Ward County Sheriff	Highway Patrol	Minot Rural Fire	Total Ward County Agencies
2,833	418	723	1,494	29	54	6,014

Update from Margaret Haugan's office:

August brought more growth, milestones, and teamwork for the Minot Central Dispatch team.

We were proud to host our very first Graduation and Promotion Ceremony, celebrating the hard work and accomplishments of our dedicated dispatchers. These moments mark not only individual achievements but also the continued growth of our department as a whole.

Training continues to be a central focus, ensuring that both new and experienced staff are equipped with the skills needed to provide steady, reliable support during every call.

In addition, we successfully held an encryption and programming event for law enforcement radios and mobiles. This effort helps strengthen communication security and efficiency across our partner agencies, further supporting public safety in our community.

As always, our team remains committed to providing calm, capable support 24/7—standing ready behind every call.

Interim-Director's Report

Building & Grounds

Moya and Children's Librarian Randi Monley met with Ackerman-Estvold on July 29th came to an agreement to have the leaves taken down and art be added instead. The library is now able to close the project and retain the remaining funds

Personnel

- Kassandra Ziegler has been promoted from Library Associate I to Library Associate II.
- No current vacancies in positions. Other than library director

Budget

- The City Manager has presented the library's flat budget. The budget will continue its process to be approved by October, 2025

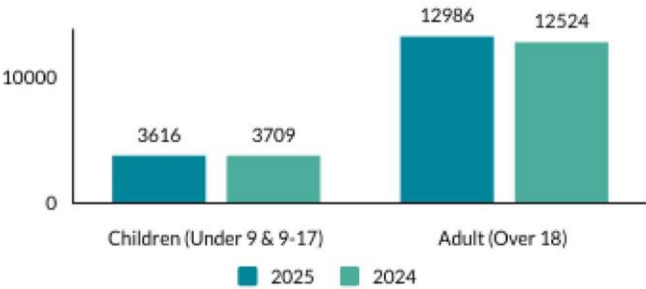
Meetings & Events

Pikka attended the following meetings:

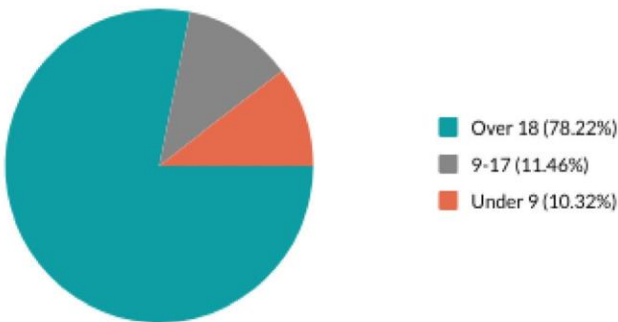
07/29- Department Head Meeting
08/01- Meeting with City Attorney for training
08/01- Meeting with Human Resources for training
08/04- Regular City Council meeting
08/12- Personnel and Policy Committee Meeting
08/18- Regular City Council Meeting

Minot Public Library Activity Report

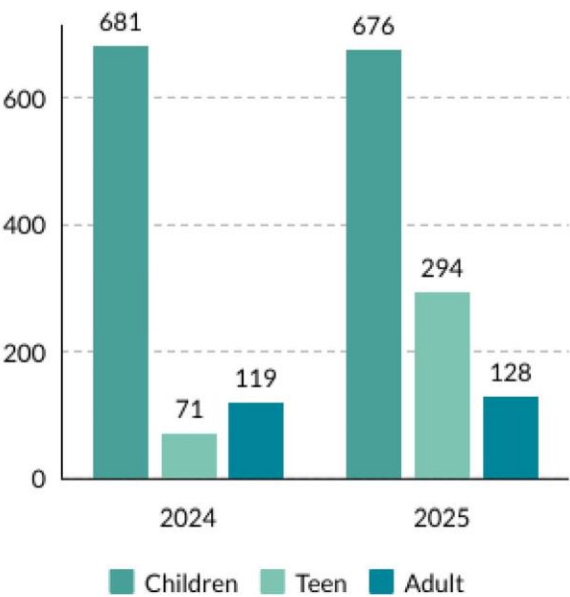
2025 vs 2024 Cardholders



Total Library Cards = 16,602



Library Programs



of Library cards added

273

of Library cards deleted

3

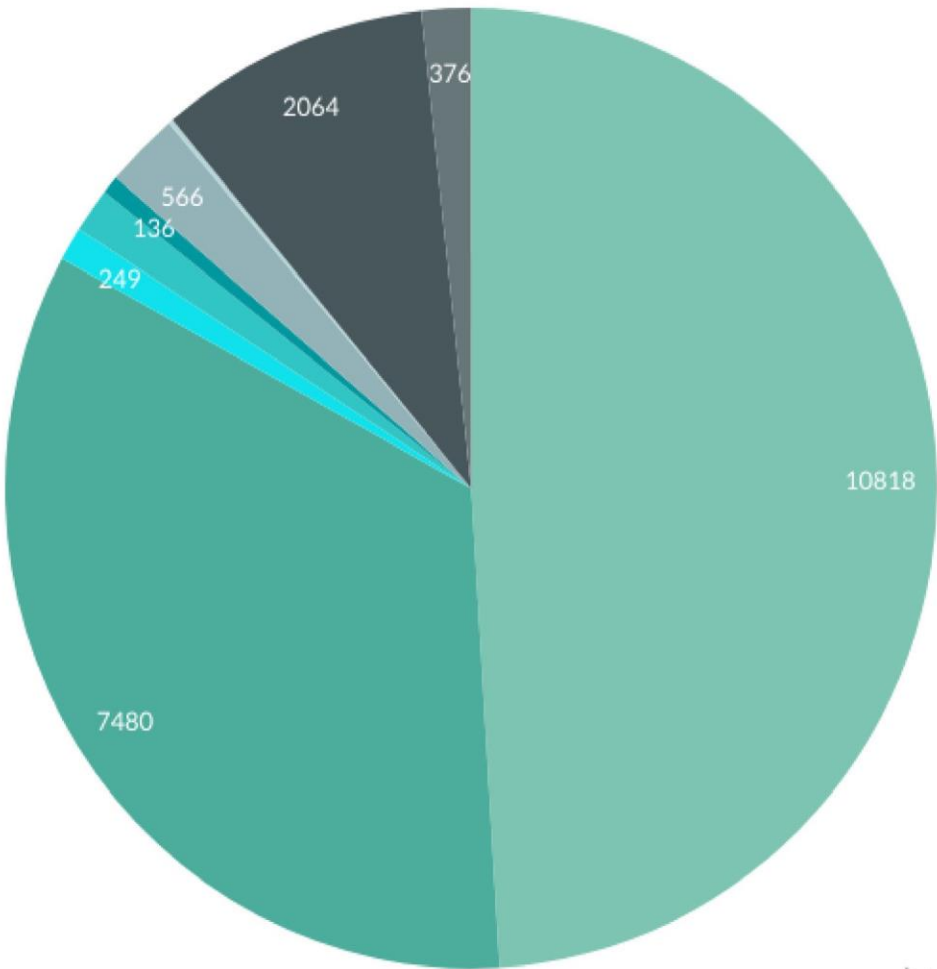
July Traffic 2025



2025 Monthly Circulation

Total = 22,061

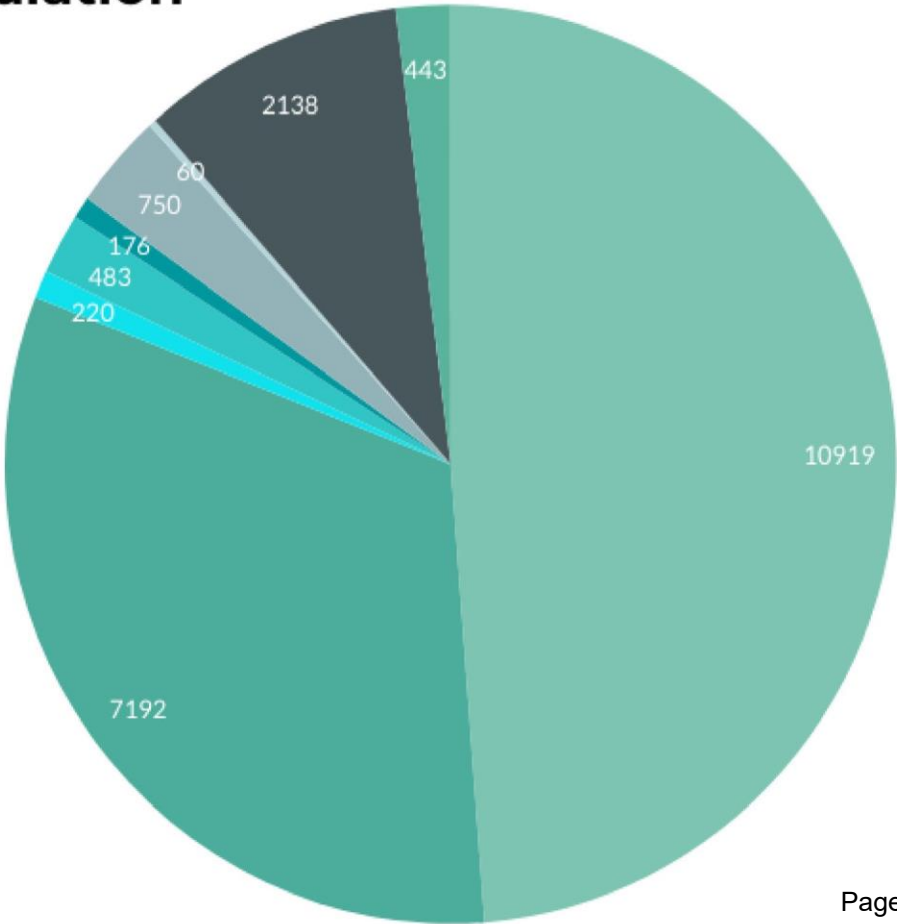
- J Books (49.04%)
- A/YA Books (33.91%)
- J Audio (1.13%)
- A/YA Audio (1.52%)
- AV Kits (0.62%)
- J DVDs (2.57%)
- Magazines (0.17%)
- A/YA DVDs (9.36%)
- MS/Tools/Other (1.7%)



2024 Monthly Circulation

Total = 22,381

- J Books (48.79%)
- A/YA Books (32.13%)
- J CDs (0.98%)
- A/YA CDs (2.16%)
- AV Kits (0.79%)
- J DVDs (3.35%)
- Magazines (0.27%)
- A/YA DVDs (9.55%)
- MS/Other (1.98%)



J = Juvenile A/YA = Adult/Young Adult
MS/Other = Makerspace

Human Resources
Director, Kelly Beck

- **Recruitment:** Our current headcount is at 471. This is down 3 FTE since last year at this time. Full time non-probationary HC is currently 390; Probationary HC is 52. We have 3 jobs open that we are currently accepting applications for. An additional 13 roles are closed and, in the applicant, review process. 2 of the hiring needs include a City Manager and Library Director.
- **Leadership Training Cohort:** The leadership training cohort is set to kick off in October with 16 participants. 9 Leaders will assist Brittany in leading the 11-course curriculum. The goal is to develop our mid-level leaders and grow their skillset in leadership.
- **Safety:** Accident Review Board and Safety committee continue to meet monthly. Through Mid-August, we had a total of 51 incidents.

Public Information
Communication and Engagement Manager Jennifer Kleen

- In addition to the rest of her regular duties, Jennifer Kleen is navigating the City's budget cycle, wrapping up departmental budget videos and preparing for upcoming budget meetings. She remains responsible for coordinating the broadcasting of all City meetings and events, including City Council and Planning Commission meetings.
- The nearly \$20 million Puppy Dog Coulee storm water project is making steady progress. Bryan Obenchain attends weekly construction meetings to stay up to date on the project and provide timely public updates as construction progresses and shifts locations. There have been multiple changes in the traffic patterns around and through the construction zone, so we work with everyone involved in the project to provide accurate information.
- The 16th St SW reconstruction project has also made good, steady progress. Final concrete pours are taking place in early September, and the first block of the new 16th St SW should be reopened in mid-September. The redone portion of Burdick Expressway opened in July. We've worked to keep the public informed of the changes with this project, which often affect traffic patterns.
- All members of the PIO office work with City departments to ensure timely public information is shared across social media, the City website, and Jennifer's podcast, which features bi-weekly discussions with City officials about upcoming Council agenda items.
- Bryan attends weekly construction and Public Works superintendent meetings to stay informed about developing projects. These meetings provide insight and generate content ideas for stories and social media updates. A recent example was a pair of stories related to the mosquito aerial spray mission this summer, and explaining how City personnel conduct mosquito counts during the summer.
- All three members of the PIO team monitor and engage with the public across City social media channels, responding to questions and concerns with accurate, up-to-date information. Their efforts are supported by staff from other departments who help provide facts and updates

City of Minot

AUGUST 2025 SOCIAL MEDIA FOOTPRINT



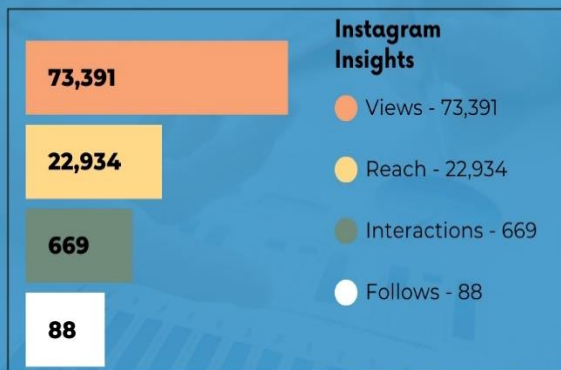
City of Minot

AUGUST FACEBOOK INSIGHTS



City of Minot

AUGUST INSTAGRAM INSIGHTS



Top August Posts



**MOSQUITO SPRAYING
ANNOUNCEMENT**
41,400 REACH



**ELECTION RESULTS
ANNOUNCEMENT**
35,400 REACH



**16TH ST PROJECT
UPDATE**
22,600 REACH



**BROADWAY EXIT
RAMP PROJECT
VIDEO**
20,300 REACH

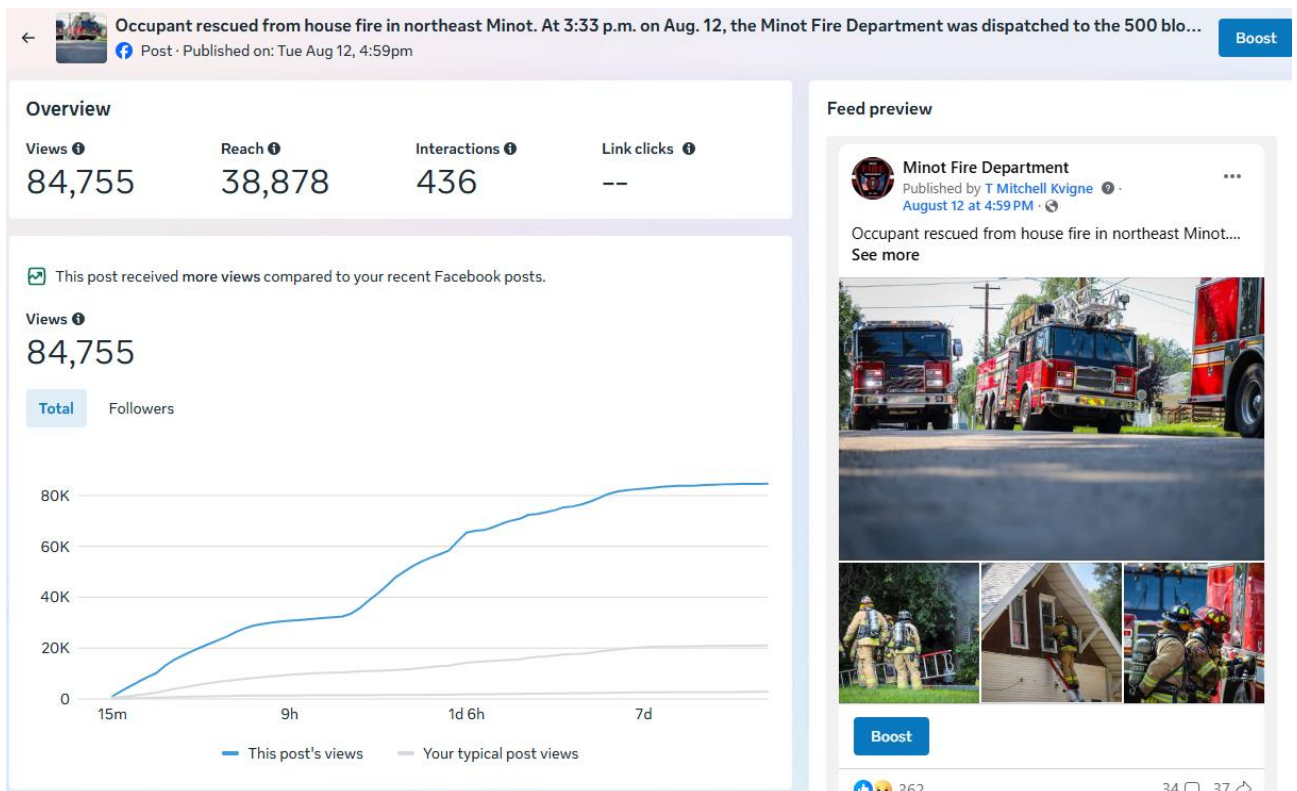
Public Safety Information & Outreach Officer – T Kvigne

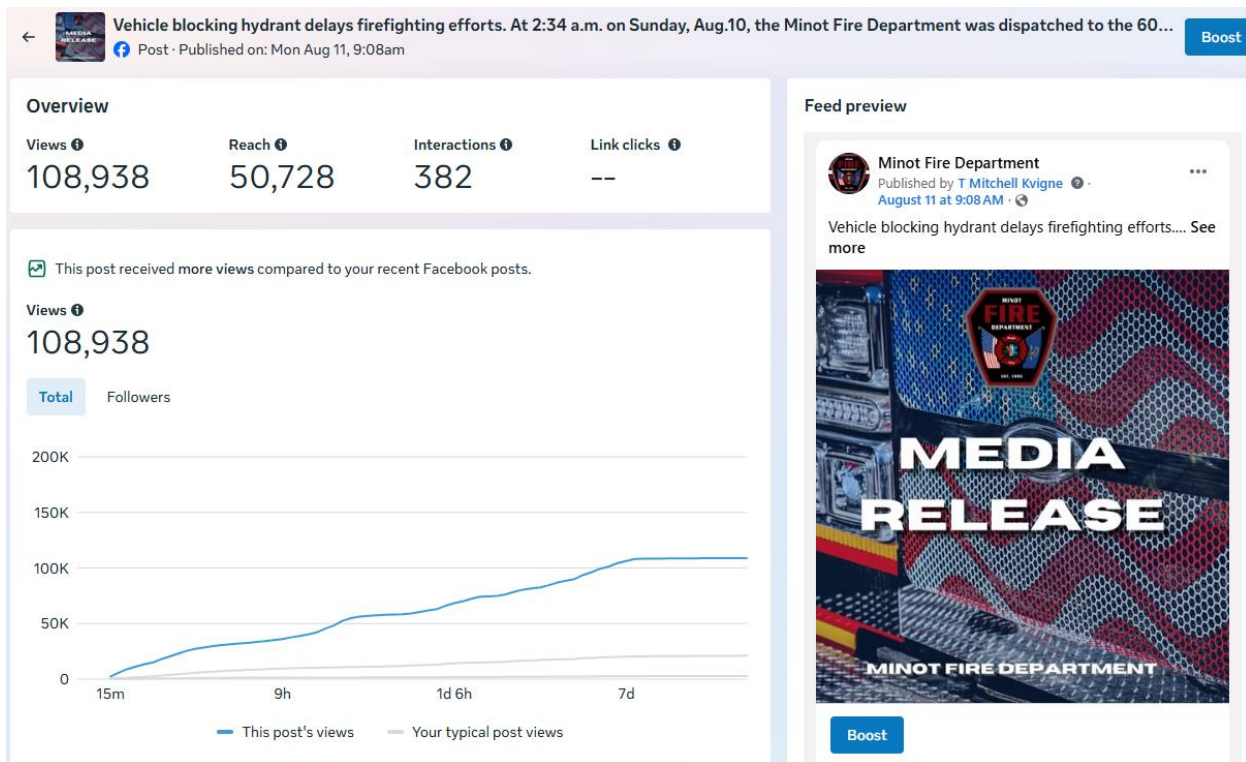
Fire Department

Current Follower counts

- **Facebook**
 - 5,506
- **Instagram**
 - 389
- We sent out three media releases for fires:
 - August 11th
 - August 12th
 - August 27th
- In June we gained 126 new Facebook followers, 20 new followers on Instagram. Our total Facebook reach was 71,797 which was a 21% increase from July. We amassed 248,013 views on Facebook, an increase of 22.9% from July. Our Instagram had a reach of 1,279 and 5,548 total views, both a slight increase from July.

Our top performing posts for Facebook:

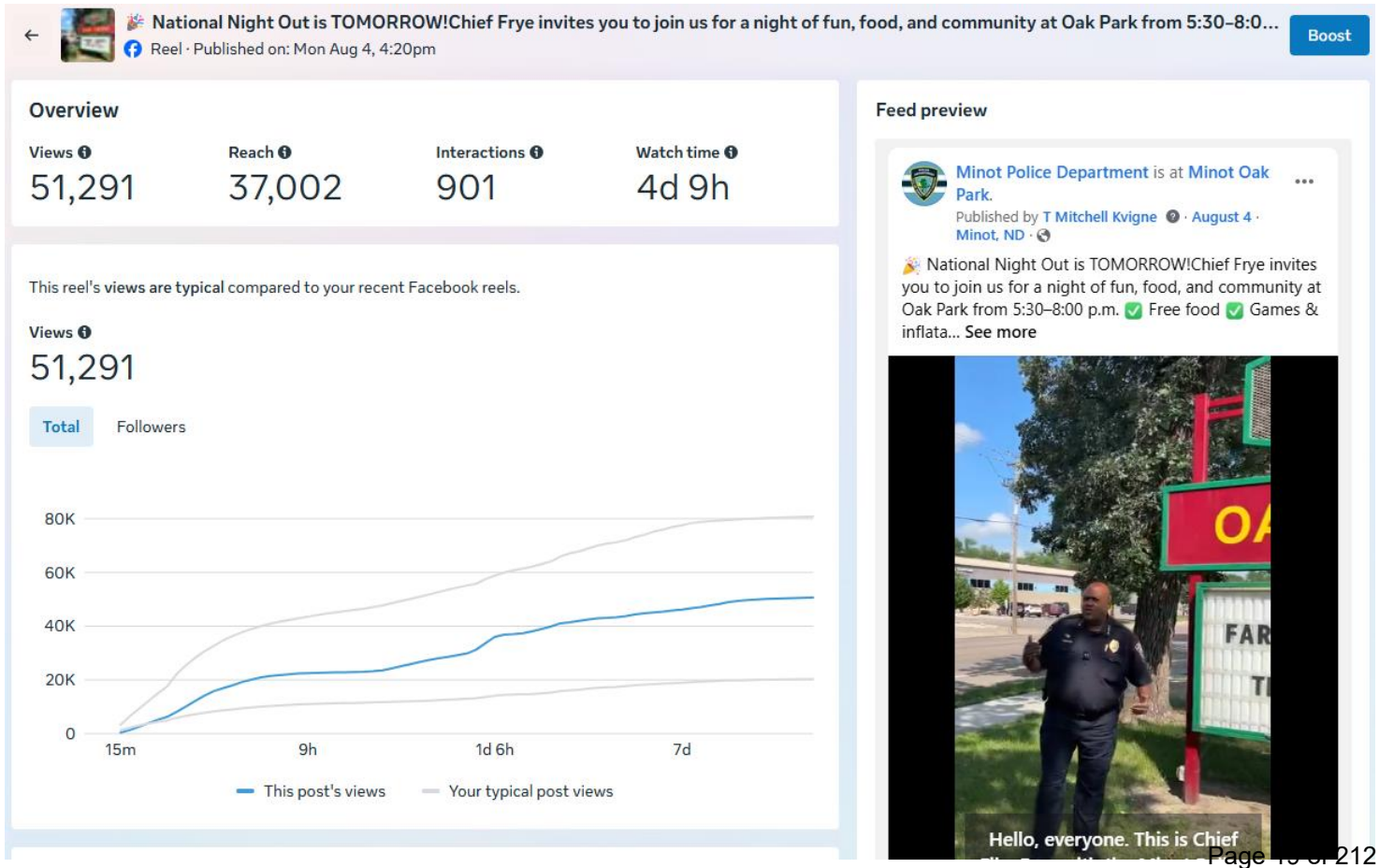
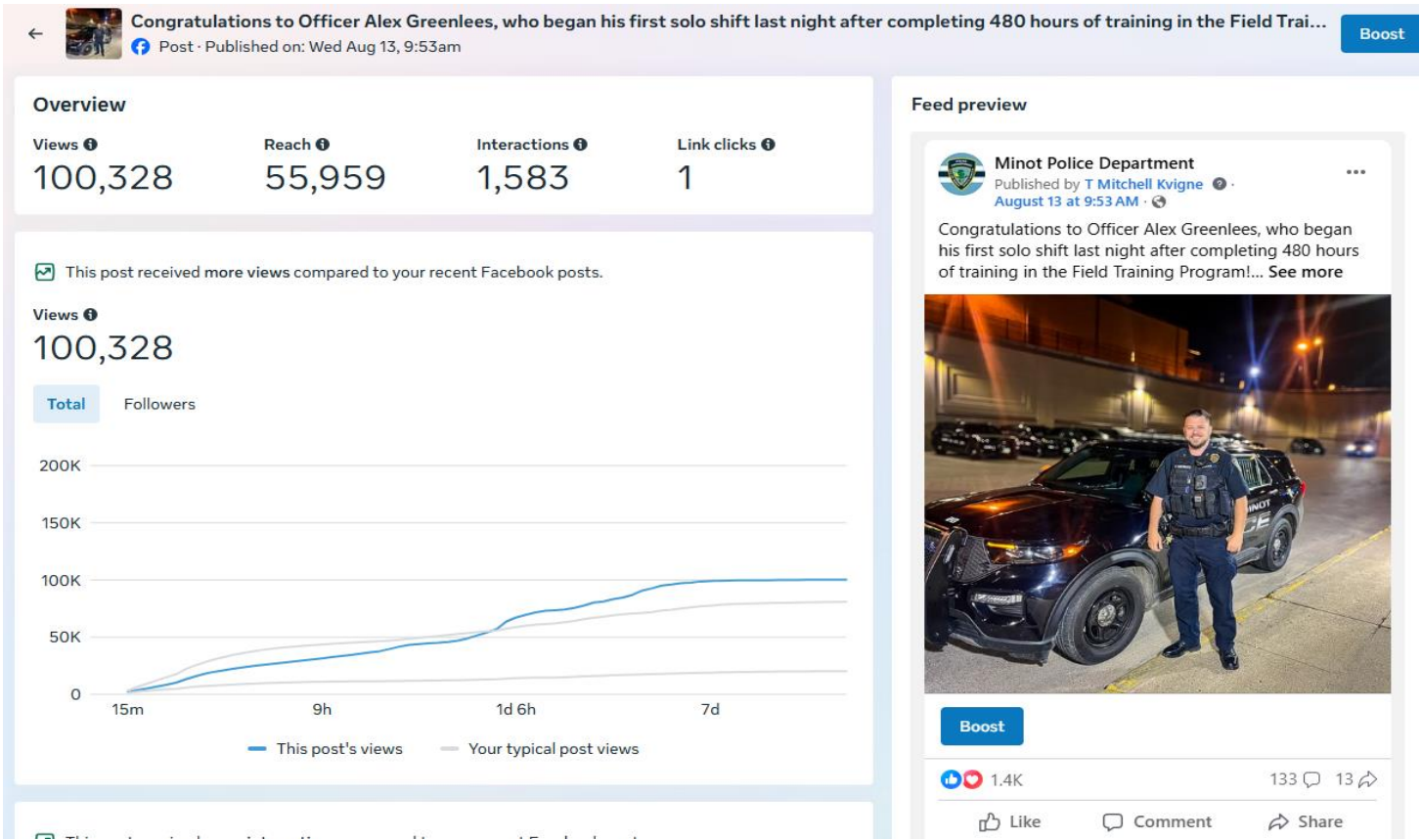




Police Department

Current Follower counts

- **Facebook**
 - **24,652**
- The following media releases were issued:
 - August 4 – Weekend Burglary Arrest
 - August 8 – Criminal Mischief Arrest
 - August 8 – CyberTip Arrest
 - August 8 – Terrorizing Arrest
 - August 13 – Stolen Vehicle Arrest
 - August 13 – Death Investigation
 - August 15 – Investigation results
 - August 26 – Apartment Fire Arrest
 - August 29 – Controlled substance investigation arrest
- Our Facebook reach for the month was 213,013 with a total number of views at 1,738,778 (a 35% increase); we also gained 513 new followers. We had 58,891 Facebook visits.
- Our top performing posts (not including media releases) for July are attached below: Alex Greenlees first shift post, and Chief Frye NNO Invite Video.



**Public Works
Operations Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION: The interview process for both the Cemetery Manager and the newly redefined Administrative Business Analyst positions are currently underway. Public Works Operations expects to complete the selection process for these critical roles within the next two weeks, ensuring that the department remains fully staffed and operationally efficient. Lastly, the annual Flood Tabletop exercise in late August enabled City staff, including Fire, Police, Public Works, and Engineering, to test their flood response skills. This drill allowed the team to apply new incident command techniques, enhancing their preparedness for future incidents.

ROSEHILL CEMETERY:

Cemetery staff are continuing to maintain the grounds and set markers for summer operations. Currently, 96.41% of burial plots are occupied, leaving 1,012 available. Plans to develop additional sections will add 15,283 plots. The columbarium is at 92.36% capacity with 11 niches remaining. 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, totaling 192 niches, is projected for installation in mid to late fall. Color samples have been received to finalize the selection of materials for the new columbaria. All burials from last winter were covered with sod this month. In August, the Cemetery generated \$29,300 from 11 plot sales and 1 niche sale. This includes \$2,675 in stone setting fees, with 10 traditional burials, 11 cremation burials, and 1 columbarium burial. Lastly, interviews for the new Cemetery Manager will be conducted the week of 8 September with selection occurring shortly after.

PROPERTY MAINTENANCE DEPARTMENT:

In August, the Property Maintenance department completed 150 work orders: 134 preventative maintenance (PM) tasks and 16 non-PM tasks. PM tasks included checking filters, cleaning equipment, cooling tower chemical tests, and HVAC service requests. New security cameras were installed at City-owned parking structures and enhanced cameras at City Hall, fulfilling DHS S.I.S.A. recommendations.

Work continues at the Broadway Circle complex until the new contract company takes over operations. Lastly, two open Building and Grounds Worker positions have recently allowed applicants to complete testing requirements followed by interviews, with offers in the works.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

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

- The Sweeping Crew is currently operating in all 4 quadrants. Crews are anticipating leaves falling soon as fall approaches.
- Patch Crews are patching Water and Sewer repairs (gravel patches) and are also patching in NE and SE Minot. Alley maintenance has been on going. Pothole pickups are active across the City of Minot.

- The Grass Crew continues to mow City lots and green spaces. Research is underway to assess potential green space, pollinator projects, and native grass areas to reduce resource constraints and improve City property upkeep requirements.
- The Storm Sewer crew has a contractor repairing old brick catch basins in SE Minot. Failing culvert repairs will happen soon by a private contractor.
- Street Department personnel are performing seasonal and routine maintenance on the snow removal fleet in preparation for upcoming seasonal changes.

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

TRANSIT DEPARTMENT:

Due to maintenance, we lack accurate ridership data for August as one of our buses is having its engine rebuilt. However, the available information indicates that August's ridership will be similar to that of August 2024. This slowdown matches the expected trend during this growth period.

As of September 2nd, we have received 259 applications for paratransit services. So far, 184 individuals have been determined as eligible, 20 as ineligible, and 28 applications are still awaiting responses from their healthcare providers. Of the applications reviewed to date, 9 forms were incomplete. The team is currently waiting on return calls for more information from 18 applicants.

In August, transit staff participated in all open houses and orientation events for Minot Public Schools. We provided information to staff, parents, and students about using Minot City Transit. This initiative was very well received and will become a regular part of our travel training program in the City of Minot.

FLEET DEPARTMENT (SHOP):

In August, the maintenance team effectively addressed 152 work orders, with 45% designated for unscheduled repairs, highlighting the ongoing need to maintain an aging fleet. Impressively, 52% of these work orders were completed within 24 hours, and 64% within 72 hours, showcasing the team's remarkable efficiency.

Fleet plan efforts continued this month with the team establishing our Fleet Management Working Group (FMWG) which will ensure equal representation in decisions regarding vehicle replacements and equipment acquisitions. Additionally, enhancements to the asset management software are in the works and are anticipated to improve data accuracy across the fleet. Moreover, tracking factors and predictive algorithms are being reviewed and will continue to be refined to evaluate fleet status more effectively. The next steps involve finalizing the AssetWorks workorder and fleet management framework with the aim of city adoption by early 2026, ensuring that our strategies for equipment replacement are proactive and aligned with the city's operational needs.

Lastly, with the assistance of several outside City Departments, Shop staff are continuing to work through seasonal equipment services in preparation for upcoming winter activities. Additionally, planning and repairs for cleanup week equipment are underway to ensure a smooth and successful operation.

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 65% design has been submitted 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.
- Annual water main and sewer rehab projects are nearing completion

Landfill/Sanitation/Recycling:

Sanitation personnel have been extremely busy with collection efforts while the department is in the process of filling two vacancies. Due to the internal promotion of an LEO at the Landfill to a HEO, we are currently in the process of filling the vacant LEO position.

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.



These are the top ten materials searched in August.

Views	Title
51	Plastic Bag
48	Christmas Tree (Natural)
39	Cardboard Can
17	Tablet
12	Corrugated Cardboard
11	Propane Tank
10	Plastic Soap Bottle
10	Printer
9	Envelope (Padded)
9	Television

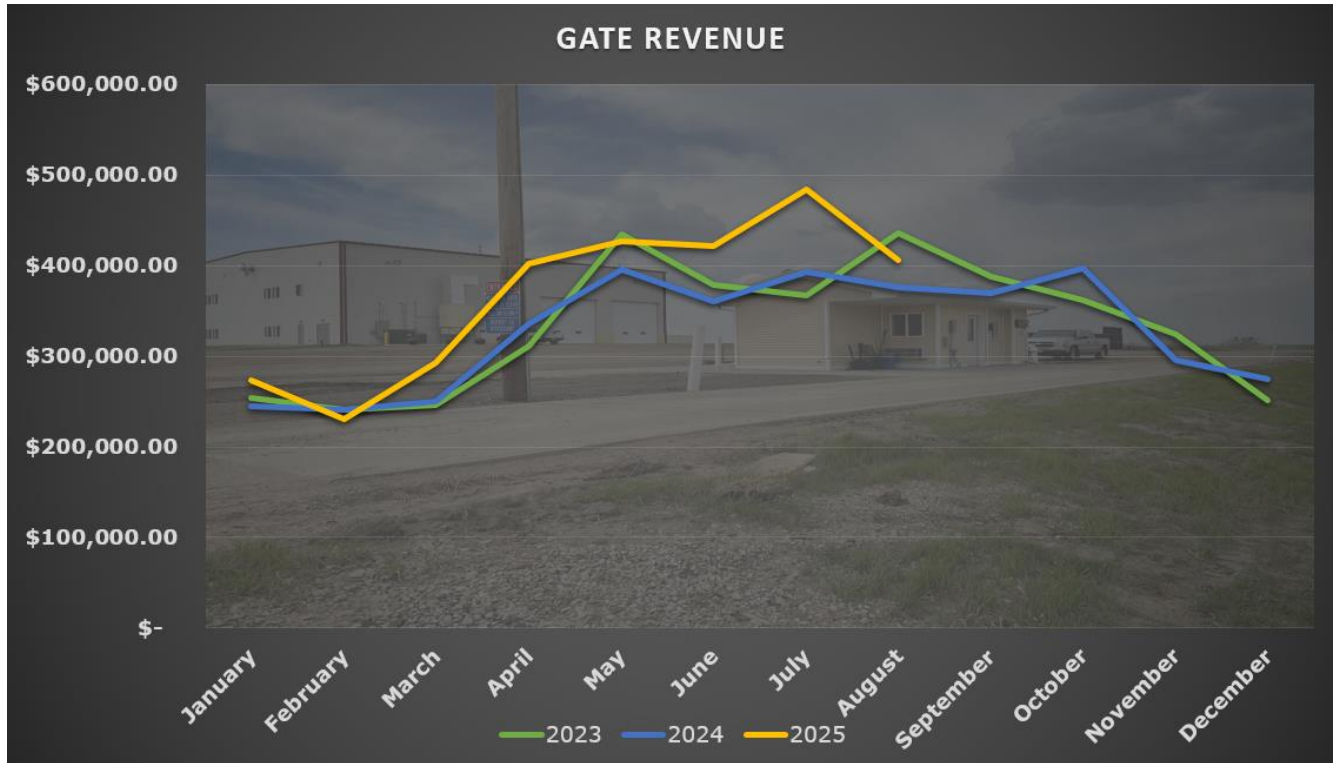
Several contractors are hauling in large quantities of fill dirt from several City projects, which will be utilized for daily operations and all other suitable uses.

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

Single Stream Recycling – 94.07 Tons; MSW – 7,141.66 Tons; MSW City Collection – 1,100.97 Tons; Inert – 2,265.58 Tons; Lime – 2,214.80 Tons; Trees – 517.83 Tons; Trees Given Away for Firewood – 9.03 Tons; Recycled oil for use in Asphalt Plants – 500 Gallons

Total number of landfill tickets generated – 6,354 Tickets

August gate collections were \$406,154.68 compared to \$375,908.45 in 2024.



Year to date gate collections at the landfill is \$2,938,727.75 compared to \$2,596,121.36 from last year at this time. This is a revenue increase of \$342,606.39 from last year at this time.

MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR AUGUST 2024/2025

To: City Manager, Tom Joyce
 From: Minot Municipal Court

	<u>AUGUST 2024</u>	<u>AUGUST 2025</u>
<u>MUNICIPAL COURT CASES</u>		
Filed	318	290
Disposed	381	280
<u>PARKING TICKETS</u>		
Written	139	125
Paid	87	122
<u>REVENUE</u>		
Fines & Forfeitures Cash	\$ 28,041.42	\$ 19,638.37
Suspended for Jail or CS	\$ 0.00	\$ 0.00
Waived	\$ 4,270.00	\$ 3,640.00
District Court Transfers	\$ 0.00	\$ 0.00
Parking Tickets	\$ 1,740.00	\$ 2,520.00
Copy Fund	\$ 0.00	\$ 0.00
From Posted Bond	\$ 9,407.22	\$ 11,339.27
Accounts Receivable Balance	\$ 728,006.75	\$ 739,715.08**

Rec. Balance Last Month: \$737,882.12 (An increase of \$1,832.96)

<u>COLLECTION AGENCY</u>		
Turned Over for Collection	\$ 675.00	\$ 1,250.00
Collected	\$ 1,800.00	\$ 65.00
Uncollectable	\$ 1,674.00	\$ 550.00

<u>Admin. Fee to Domestic Violence Fund</u>		
Paid	\$ 1,161.21	\$ 714.29

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



TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: September 15, 2025

SUBJECT: PUBLIC HEARING CASE #2025-39 - ABEL ACRES - PRELIMINARY PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat in alignment with the recommendation of the Planning Commission as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

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

III. DESCRIPTION

A. Background

The applicant wants to subdivide an outlot into two lots.

B. Proposed Project

The legal description for the property is Outlot 8 of the SW ¼ NW ¼ & NW ¼ SW ¼ Section 8, Township 155 North, Range 83 West, Ward County, North Dakota.

C. Recommendation Detail

It is recommended City Council approve the Preliminary Plat in alignment with the recommendation of the Planning Commission as provided in Attachment A.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The applicant will be subdividing an outlot into two lots.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

ABEL ACRES ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING OUTLOT 8, SECTION 8, TOWNSHIP 155 NORTH, RANGE 83 WEST,
WARD COUNTY, NORTH DAKOTA)

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT DAKOTA BOYS AND GIRLS RANCH FOUNDATION A.K.A. DAKOTA BOYS RANCH FOUNDATION, A NORTH DAKOTA CORPORATION, BEING OWNER AND PROPRIETOR OF OUTLOT 8, SECTION 8, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF OUTLOT 7, SECTION 8, TOWNSHIP 155 NORTH, RANGE 83 WEST, WARD COUNTY, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 00°07'18.2" W, ALONG THE WEST BOUNDARY OF SECTION 8, A DISTANCE OF 761.16 FEET TO THE NORTHWEST CORNER OF THE SW1/4 OF SECTION 8; THENCE N 00°01'34.3" E, ALONG THE WEST BOUNDARY OF SECTION 8, A DISTANCE OF 1320.51 FEET THENCE S 89°46'46.5" E, A DISTANCE OF 785.26 FEET; THENCE S 05°25'05.0" E, A DISTANCE OF 478.92 FEET; THENCE S 36°52'08.7" E, A DISTANCE OF 255.76 FEET; THENCE N 89°58'16.7" E, A DISTANCE OF 335.43 FEET; THENCE S 00°04'00.8" E, A DISTANCE OF 1965.62 FEET; THENCE N 89°38'28.0" W, A DISTANCE OF 736.47 FEET; THENCE N 00°07'05.1" W, A DISTANCE OF 559.98 FEET; THENCE N 89°38'44.6" W, A DISTANCE OF 583.04 FEET TO THE WEST BOUNDARY OF SAID SECTION 8 AND TO THE POINT OF BEGINNING. TRACT CONTAINS 65.08 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS ABLE ACRES ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HER SIGNATURE.

Sheila Miller
SHEILA MILLER, VP FINANCE, FACILITIES & TECHNOLOGY
DAKOTA BOYS AND GIRLS RANCH FOUNDATION
A.K.A. DAKOTA BOYS RANCH FOUNDATION,
A NORTH DAKOTA CORPORATION

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 23rd DAY OF July, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED SHEILA MILLER, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

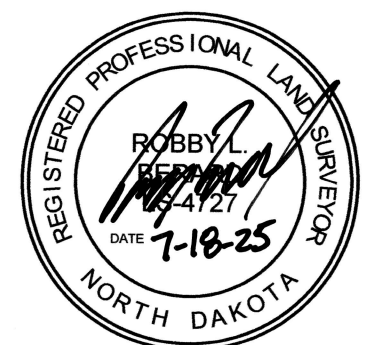
ROBBY L. BERARD
Notary Public
State of North Dakota
My Commission Expires Dec. 28, 2027

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 18th DAY OF July, 2025, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

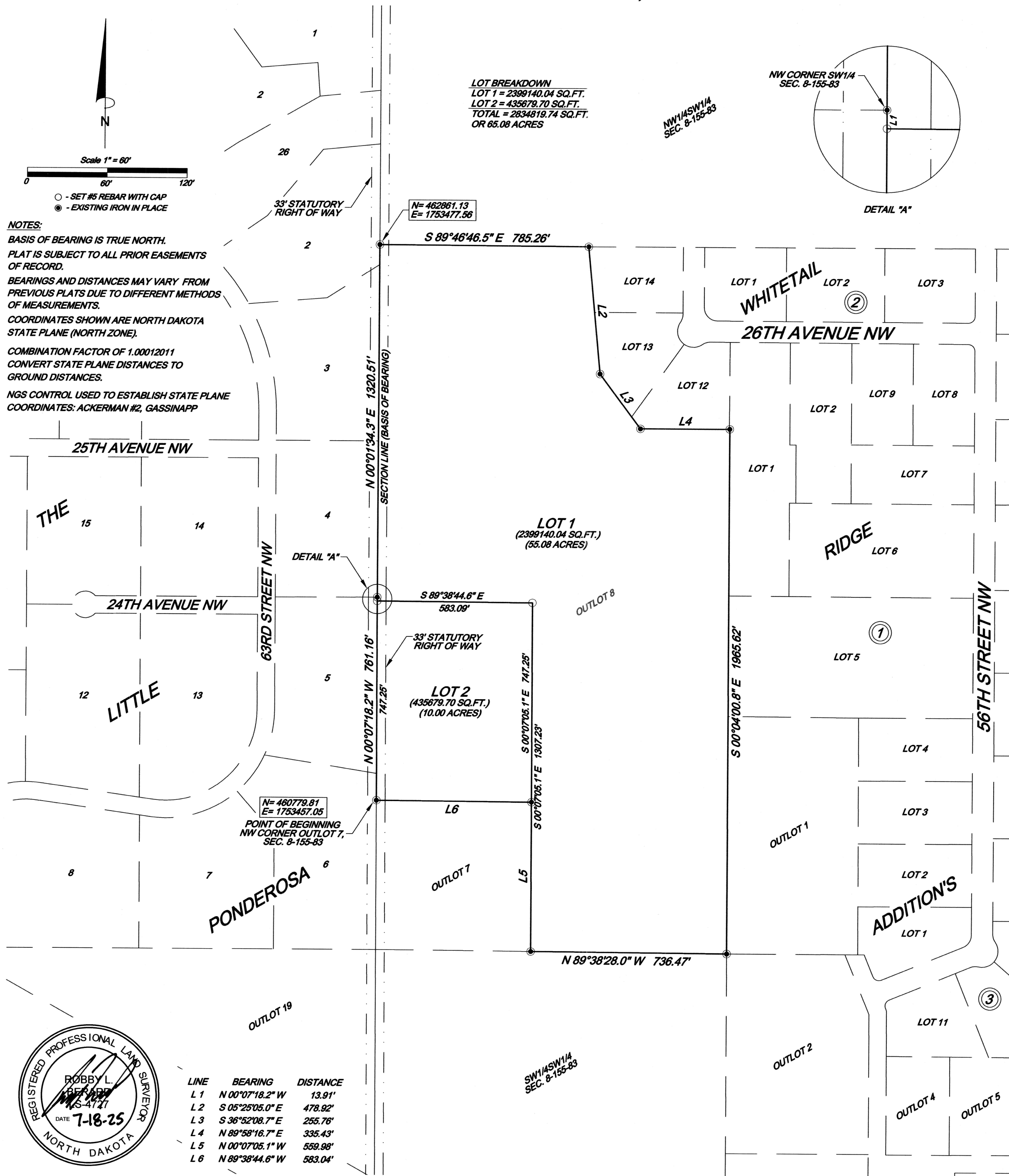
NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED:

DATE:

CITY OF MINOT ENGINEER

JOB #110-25



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

On September 2, 2025, a Special Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Jantzer called the meeting to order at 3:30 pm.

ROLL CALL

Members Present: Blessum, Fuller, Jantzer, Olson, Pitner, Samuelson

Members Absent: None

PLEDGE OF ALLEGIANCE

Mayor Jantzer presiding and led the City Council in the Pledge of Allegiance.

EXECUTIVE SESSION: POTENTIAL LAND PURCHASE

Mayor Jantzer stated the next item on the agenda is an executive session to discuss a potential land purchase by the City of Minot. The legal authority for closing this portion of the meeting is North Dakota Century Code Section 44-04-19.1(9).

The topic and purpose of the executive session is to allow the City Council to discuss negotiating strategy and provide negotiating instructions to its attorneys and other negotiators regarding a potential contract for which negotiation is likely to occur in the immediate future. An open meeting on this topic would have an adverse fiscal effect on the bargaining position of the City. At this time, a motion would be in order to discuss agenda item number 3 in executive session.

Alderman Blessum motioned the City Council move into an executive session. The motion was seconded by Alderman Samuelson and carried the following roll call vote: ayes: Blessum, Fuller, Jantzer, Olson, Pitner, Samuelson; nays: none.

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

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

At this time the Council will relocate to the City Council conference room adjoining Council Chambers. During the executive session, members of the public attending the meeting are welcome to remain in Council Chambers. We anticipate adjourning the executive session and returning to the dais to reconvene the open portion of this meeting, at approximately 3:50 pm.

The executive session began at 3:32 pm and was attended by all members of the City Council, as well as the Mayor, City Clerk, City Attorney, Interim City Manager, Finance Director, and Utilities Director.

At 3:47 pm, Alderman Pitner moved the City Council adjourn the executive session and return to the regular City Council meeting. The motion seconded by Alderman Fuller and carried the following roll call vote: ayes: Blessum, Fuller, Jantzer, Olson, Pitner, Samuelson; nays: none.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderman Blessum and carried unanimously. The meeting adjourned at 3:48 pm.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Mark Jantzer, Mayor

On September 2, 2025, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Jantzer called the meeting to order at 4:00 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL MEMBER VACANCY

INTRODUCTIONS OF APPLICANTS

Candidates were able to introduce themselves to the City Council and provide them any information.

1. Kyle R Erickson
2. Beth Feldner
3. David Gipson
4. Joan Hawbaker
5. Mike Hayes
6. Kevin Keyes
7. Eric Locken
8. Dixie Mower
9. Nikki Paulsen
10. Steve Podrygula
11. Benjamin Pyle
12. Roger A. Reich
13. Hadyn Schuler
14. Connie Wilson
15. Melissa Wright

CITY COUNCIL DISCUSSION

The motion to appoint Beth Feldner to the vacant seat 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, Paul Pitner; nays: Mike Blessum, Rob Fuller, Scott Samuelson. The motion failed.

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

POTENTIAL SWEARING-IN & SIGNING OF OATH OF OFFICE

The City Clerk swore in the appointed City Council Member, Mike Hayes.

ADJOURNMENT

The motion to adjourn the meeting at 5:02 pm was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

On September 2, 2025, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Jantzer called the meeting to order at 05:30 PM.

ROLL CALL

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

Members Absent: None

PLEDGE OF ALLEGIANCE

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

MAYOR'S REPORT

Mayor Jantzer attended a Sentinel meeting with Ken Hoven, Sentinel Town Hall, a meeting with Gen. Conner, multiple constituent meetings, a podcast, and Pension Board meeting.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council.

POLICE DEPARTMENT PRESENTATION OF SPACE NEEDS ANALYSIS WITH THE CURRENT BUILDING

Chief Frye and City Engineer, Lance Meyer, discussed the potential project to improve the current Minot Police Department facility.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

CONSENT ITEMS

The motion to approve consent items 5.1-5.5, 5.8-5.9, 5.11-5.14 with the staff recommended action was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approve the minutes of the August 13, 2025, Special City Council meeting and the August 18, 2025, Regular City Council meeting.

ORDINANCES - Approve the following ordinance on second reading:

1. Ordinance No 6108 - Ch 2 Div 8-9 PW Operations Director and Utilities Director
2. Ordinance No 6109 - 2025 BA - FD Donation

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. Minot Soccer Association to conduct raffles from September 6, 2025, through February 26, 2026, at Minot Soccer Assoc./Optimist Complex (1200 21st Ave NW).
2. Kiwanis Club of Minot to conduct a raffle on October 12, 2025, at Moose Lodge (400 9th St SW).
3. Minot Indoor Rodeo, Inc to conduct a raffle on November 21 & 22, 2025, at Minot Municipal Auditorium (420 3rd Ave SW).
4. Minot North Volleyball to conduct a sports pool from September 4, 2025, through November 20, 2025, at Minot North High School (2100 21st Ave NW).
5. Minot Symphony Association, Inc to conduct a raffle on August 23, 2025, at The Regency Event Center (105 1st Ave SE).
6. Four Special Event Permits for The Spot (6 2nd St NE).
7. Special Event Permit for Saul's (105 1st St SE Basement).
8. Special Event Permit for Sports on Tap (220 S Broadway).

9. Special Event Permit for Minot State University (500 University Ave W).
10. Special Event Permit for Off the Vine (15 Main St S).
11. Special Event Permit for Bootlegz (515 20th Ave SE Ste 3).

BILLS, TRANSFERS, & PAYROLL - Approve the payroll for the period from July 13, 2025, through August 23, 2025, in the amount of \$4,136,262.68 and the bills and transfers for August in the amount of \$14,306,074.11.

3D SPECIALTIES, INC	\$3,448.00	306047	Cody Miller	\$204.00	306216
ACKERMAN ESTVOLD	\$93,687.60	306048	Daniel Gonzales	\$204.00	306217
ACME TOOLS	\$277.54	306049	Kerry Schriock	\$136.00	306218
ALL AMERICAN TROPHIES	\$27.00	306050	Kristian Shaide	\$34.47	306219
AMAZON	\$89.00	306051	Krystle Foster	\$50.05	306220
AMERICAN TRUCK & TRAILER, LLC	\$69.10	306052	Kyle Schill	\$136.00	306221
AMERICAN WELDING & GAS, INC.	\$4,332.11	306053	Maria Romanick	\$144.14	306222
APH/AUTO VALUE	\$1,093.43	306054	Melissa Anderson	\$53.90	306223
ASPHALT PRESERVATION COMPANY, INC	\$567,366.51	306055	Michael Ross	\$136.00	306224
AT&T	\$46.24	306056	Randi Monley	\$59.29	306225
BAKER & TAYLOR BOOKS	\$1,436.19	306057	Sarah Kiss	\$170.00	306226
BECHTOLD PAVING	\$8,238.00	306058	Shane Gillis	\$136.00	306227
BORDER STATES INDUSTRIES, INC.	\$45.31	306060	Zack Myers	\$442.00	306228
BRADY MARTZ	\$1,995.00	306061	EMPOWER TRUST COMPANY, LLC	\$24,010.77	100007145
BRAVERA INSURANCE	\$229.00	306062	ENERBASE	(\$19,758.68)	306229
CALLYO 2009 CORP	\$6,672.00	306063	ENVISIONWARE, INC	\$287.00	306230
CARAHSOFT TECHNOLOGY CORPORATION	\$26,399.99	306064	FACTORY MOTOR PARTS	\$1,703.06	306231
Ashley Borstad	\$250.00	306065	FASTENAL COMPANY	\$21.12	306233
Dakota Property Management, LLC	\$1,905.00	306066	FIRST DISTRICT HEALTH UNIT	\$26,500.00	306234
The Commons and Landing	\$3,519.36	306067	FIRST INTERNATIONAL BANK & TRUST	\$737.00	306235
CENTRAL NETWORK RETAIL GROUP LLC	\$5.00	306116	FLASHPARKING, INC	\$28,781.24	306236
CITY OF BISMARCK	\$1,388.62	306059	FLEETMIND SOLUTIONS, INC.	\$2,370.19	306237
CITY OF MINOT	\$55.00	306126	FLOW CONTROL AUTOMATION, INC	\$11,211.25	306238
CRITICAL FACILITIES TECHNOLOGY, LLC	\$2,169.00	306068	G & P COMMERCIAL SALES	\$1,743.91	306239
CROSSCOUNTRY FREIGHT SOLUTIONS, INC.	\$146.49	306069	Ashely Welsh	\$300.00	1154
DACOTA PAPER CO.	\$375.26	306070	Bruce Benson	\$625.00	1155
DL BARKIE CONSTRUCTION, INC.	\$21,075.00	306071	Batteries Plus Bulbs	\$25.00	306240
DOMESTIC VIOLENCE CRISIS CENTER	\$3,780.66	306072	Carl Davidson	\$20.00	306241
DR. ANTHONY TATMAN	\$50.00	306073	Celine Eden Marx	\$20.00	306242
EAPC	\$1,344.00	306074	Jameson P Lesmann	\$25.00	306243
Brittany Shefstad	\$336.40	306075	Kmart	\$24.00	306244
James A. Rice	\$11.00	306076	Lavaun Mackey	\$5.00	306245
Randi Grabow	\$280.40	306077	Madison Leigh Henry	\$25.00	306246
Valerie Huseh	\$34.72	306078	Mark Unruh	\$40.00	306247
ENERBASE	\$27,037.35	306079	Michaela Lynn Young	\$100.00	306248
FACTORY MOTOR PARTS	\$628.18	306080	ND Child Support	\$25.00	306249
FASTENAL COMPANY	\$39.74	306082	ND Child Support	\$20.00	306250
FIRST INTERNATIONAL BANK & TRUST	\$759.00	306083	ND Child Support	\$60.00	306251
FLASHPARKING, INC	\$9,500.80	306084	ND Child Support	\$25.00	306252
Alhaji Taslimanka Sillah	\$160.00	1142	North Dakota Child Support	\$50.00	306253
Matthew Kent Steinwand	\$10.00	1143	Pinnacle Gas Station	\$25.00	306254
Michaela Lynn Young	\$50.00	1144	Rodney Brian Neuhalfen	\$100.00	306255
Ward County Clerk of Court	\$750.00	1145	Scheels	\$25.00	306256
Ward County Clerk of Court	\$750.00	1146	Thrifty White Drug	\$20.00	306257
Devin Lee Niess	\$50.00	306085	Tina E. Hagen	\$65.00	306258
Italo Brandon Camacho	\$25.00	306086	Wal-Mart	\$27.94	306259
Jade Rhiannon Carson	\$100.00	306087	Walmart	\$10.25	306260
Kilgore Memorial Library	\$44.95	306088	GENERAL TRADING	\$126.88	306261
Marla Ann Zietz	\$10.00	306089	GERDAU RECYCLING	\$17.09	306262
Michaela Young	\$550.00	306090	GOLDSTAR PRODUCTS, INC.	\$604.48	306263
ND Child Support	\$50.00	306091	GRAINGER	\$88.62	306265
ND Child Support	\$10.00	306092	GRANITE SPRINGS CO.	\$73.20	306266
ND Child Support	\$250.00	306093	GRAYMONT WESTERN US INC.	\$149,853.45	306267
ND Child Support	\$20.00	306094	GREAT NORTH DAKOTA CHAMBER	\$590.00	306268
Patrick Schroeder	\$10.00	306095	H.A. THOMPSON & SONS, INC.	\$285.00	306269
RC Land Development, LLC	\$21,364.00	306096	HARLOW'S BUS SALES, INC. - ROLETTE	\$628.00	306270
Rebecca Coffin	\$50.00	306097	HAWKINS, INC.	\$31,798.28	306271
Target	\$20.00	306098	HEIMAN FIRE EQUIPMENT, INC.	\$47,568.92	306272
Tina E. Hagen	\$55.00	306099	HID GLOBAL CORPORATION	\$462.00	306273
U.S. Postal Service	\$50.00	306100	IDEXX DISTRIBUTION, INC.	\$4,657.65	306274
Zachery Wang & Taylor Hauf	\$42,093.00	306101	INTEGRITY SURVEILLANCE GROUP	\$499.00	306275
Zachery Wang & Taylor Hauf	\$2,150.00	306102	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$640.18	306276
GRAINGER	\$25.58	306103	INTERSTATE BATTERY SYSTEM	\$428.94	306277
HAWKINS, INC.	\$26,975.00	306105	JAYDE HAUGROSE	\$569.90	306278
HIGH POINT NETWORKS, LLC	\$3,098.05	306106	JOHN DEERE FINANCIAL	\$2,130.41	306264
HOUSTON ENGINEERING, INC.	\$6,152.65	306107	JOHNSON CONTROLS FIRE PROTECTION	\$384.00	306279
INFORMATION TECHNOLOGY DEPARTMENT	\$3,629.85	306108	KELLER PAVING AND LANDSCAPING	\$19,430.20	306280
INNOVATIVE MASONRY INC.	\$4,071.00	306109	LIANA MUNOZ & BERNARDINO MUNOZ JR.	\$567.55	306304

INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$647.02	306110	LITE FORM CONSTRUCTION, LLC	\$11,700.00	306281
KELLER PAVING AND LANDSCAPING	\$1,814,440.51	306111	LOWES PRINTING, INC.	\$36.00	306282
KLJ ENGINEERING, LLC	\$8,239.00	306112	LUCI AHMED & SULTAN AHMED & CASEY MEYERS	\$512.73	306283
LANGUAGE LINE SERVICES	\$244.11	306113	MAIN ELECTRIC CONSTRUCTION	\$561,665.80	306286
LOCATORS & SUPPLIES	\$1,176.42	306114	MARKERT USA LP	\$603.36	306287
M-B COMPANIES, INC	\$4,698.66	306115	MARTIN, JERILYN	\$2,480.09	306288
MAGIC CITY GARAGE DOOR COMPANY	\$105.30	306117	MATERIAL TESTING SERVICES, LLC	\$11,453.40	306290
MAIN ELECTRIC CONSTRUCTION	\$318.00	306118	MEDALLUS & VACHAROTHONE LTD	\$11,135.00	306291
MARCO, INC.	\$232.93	306119	MELANIE MOORE	\$40.00	306302
MCMASTER-CARR	(\$144.74)	306120	MENARDS	\$37.85	306292
MED-TECH RESOURCE, INC.	\$132.87	306121	MIDWEST TAPE	\$425.61	306293
MINOT AUTO	\$246.32	306122	MIDWEST VALVE SERVICES, LLC	\$1,740.00	306294
MINOT EMPLOYEE DONATIONS	\$754.55	306123	MINOT AREA CHAMBER EDC	\$46,637.50	306285
MINOT MULTIPLE LISTING SERVICE	\$1,000.00	306124	MINOT AREA COUNCIL OF THE ARTS, INC	\$3,333.33	306295
MINOT PARK DISTRICT	\$63,280.44	306125	MINOT AUTO	\$700.81	306296
MOORE ENGINEERING, INC	\$83,278.40	306127	MINOT AUTOMOTIVE CENTER	\$170.00	306297
MOTOROLA	\$2,835.60	306128	MINOT COMMISSION ON AGING	\$12,875.00	306298
NAPA AUTO PARTS	\$2,965.73	306129	MINOT EMPLOYEE DONATIONS	\$739.79	306299
NATIONAL SAFETY APPAREL	\$315.95	306130	MINOT PARK DISTRICT	\$3,000.00	306300
ND DEPT OF TRANSPORTATION	\$46,228.97	306131	MOWBRAY & SONS	\$8,138.43	306303
ND DEPT OF WATER RESOURCES	\$14,368.66	306132	NAPA AUTO PARTS	\$1,869.90	306305
ND FIREFIGHTER'S ASSOCIATION	\$450.55	306133	ND DEPT OF ENVIRONMENTAL QUALITY	\$151.48	306306
ND FRATERNAL ORDER OF POLICE	\$648.00	306134	ND DEPT OF TRANSPORTATION	\$535,104.18	306307
NDBOA	\$645.00	306135	ND DEPT OF WATER RESOURCES	\$19,847.08	306308
NDFFA	\$100.00	306136	ND FRATERNAL ORDER OF POLICE	\$634.50	306309
NEW VISION SECURITY, LLC	\$7,862.12	306137	NDPOA	\$40.00	306310
NEWMAN TRAFFIC SIGNS	\$3,215.30	306138	NEW VISION SECURITY, LLC	\$6,902.12	306311
NORMONT EQUIPMENT CO	\$900.14	306139	NORTH PRAIRIE RURAL WATER DISTRICT	\$168.68	306312
NORTHWEST TIRE AND RETREAD	\$1,823.44	306140	NORTHWEST TIRE AND RETREAD	\$7,523.82	306313
OCLC	\$391.12	306141	NORTHWEST TIRE AND RETREAD	\$3,378.70	90000000
OLSON'S TOWING	\$352.00	306142	O'REILLY AUTO PARTS	\$104.04	306314
ONE CALL CONCEPTS, INC.	\$422.55	306143	OLDCASTLE INFRASTRUCTURE, INC.	\$17,676.80	306315
PAM'S UPHOLSTERY	\$300.00	306144	OLSON'S TOWING	\$4,978.29	306316
PARKLAND USA CORPORATION	\$164.44	306081	ONE CALL CONCEPTS, INC.	\$1,394.55	306317
POST CONSTRUCTION COMPANY	\$48,977.25	306145	PARKLAND USA CORPORATION	\$804.99	306322
PRINGLE & HERIGSTAD, P.C.	\$780.00	306146	PATRIOT FIRE & SAFETY INC	\$582.69	306318
PROCOLLECT	\$467.94	306147	PENCCO, INC.	\$16,273.12	306319
RDO EQUIPMENT CO	\$10,500.00	306148	PHIL SCHULTZ	\$400.00	306346
SANITATION PRODUCTS	\$2,549.46	306149	PITNEY BOWES, INC.	\$3,000.00	306320
SECURITY FENCE, INC.	\$3,825.00	306150	PRAIRIE ENGINEERING, P.C.	\$1,292.50	306321
STRATA CORPORATION	\$128,345.00	306151	PRAIRIE SUPPLY	\$677.29	306322
STRATEGIC NON-MEDICAL SOLUTIONS, LLC	\$1,479.00	306152	PROTECH INTEGRATIONS, LLC	\$178.00	306323
TEAM WENDY, LLC	\$10,497.79	306153	PROVIDENT LIFE & ACC INS CO	\$950.86	306324
TECTA AMERICA	\$6,304.00	306154	PSYCHOLOGICAL RESOURCES	\$450.00	306325
TIMOTHY P BROOKS	\$5,937.17	306104	PAYNE MARIE OLSON	\$784.50	306326
TRAPEZE SOFTWARE GROUP INC	\$95,987.80	306155	RDO EQUIPMENT	\$93.99	306327
TROY ALAN JENSEN	\$260.00	306156	REAL TIME TRANSLATIONS, INC.	\$31.50	306328
TYLER TECHNOLOGIES, INC.	\$106,818.90	306157	RED ROCK FORD OF GRAND FORKS, LLC	\$294.24	306329
UNITED MAILING SERVICE	\$376.84	306158	EAST RIDGE ACRES	\$33.52	306330
UNITED QUALITY COOPERATIVE	\$22,473.26	306159	MALNOURIE, VINCENT	\$50.00	306331
VISIT MINOT	\$23,115.80	306160	MOROWEI, JOY	\$19.32	306332
WAGNER CONSTRUCTION	\$259,787.55	306161	ORDIWAY, LINDA	\$10.00	306333
WALLWORK TRUCK CENTER MINOT	\$4,673.86	306162	ROLLAND, MCKENNA	\$16.60	306334
WEST OAKS ANIMAL HOSPITAL	\$111.00	306163	ROSKAM, ALAN	\$99.85	306335
WESTERN DAKOTA ENERGY ASSOCIATION	\$4,000.00	306164	SCHRODER, TRISTEN	\$5.44	306336
WESTLIE FORD	\$1,994.21	306165	SCHWANZ, NATALIE	\$5.69	306337
WESTLIE TRUCK CENTER	\$9,649.26	306166	THRASHER, NATALIE	\$11.13	306338
ZOBEAN, INC	\$1,497.75	306167	VANWHY, LISA	\$11.68	306339
BRAVERA BANK	\$10,604.86	306168	RICE, KRISTINA	\$2,236.36	306340
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$225,968.35	100007137	ROLLKALL TECHNOLOGIES LLC	\$52.00	306341
UNUM LIFE INSURANCE	\$29,699.81	100007144	ROTARY CLUB OF MINOT	\$222.00	306342
EMPOWER TRUST COMPANY, LLC	\$23,930.08	100007139	SANITATION PRODUCTS	\$3,954.80	306343
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$17,102.69	100007140	SCHOCKS SAFE AND LOCK SERVICE	\$107.00	306344
BRAVERA BANK	\$16,058.83	306169	SCHOLASTIC, INC.	\$1,074.76	306345
CDM SMITH	\$88,050.90	306170	SECURITY FENCE, INC.	\$550.00	306347
Denver Grant Buck	\$125.00	1147	SHORT ELLIOTT HENDRICKSON, INC	\$121,292.50	306348
Kayla Ann Volochenko	\$525.00	1148	SIGNS TODAY	\$15.00	306349
MINOT PARK DISTRICT	\$1,072.52	100007158	SMART PLANET SOFTWARE, LLC	\$539.73	306350
Abdallah Nmn Amadu	\$175.00	1149	SOURIS BASIN PLANNING COUNCIL	\$1,666.00	306351
Cornelius Marcel Young	\$200.00	1150	SOURIS RIVER JOINT WATER RESOURCE	\$1,472,132.79	306352
Mhaddie Marie Poitra	\$975.00	1151	SOURIS VALLEY HUMANE SOCIETY, INC.	\$16,002.65	306353
Micheal O Vizzier	\$725.00	1152	STATE HISTORICAL SOCIETY	\$206.00	306354
Thomas B Corwin	\$225.00	1153	STEVENSON, MARY	\$2,365.73	306289
1 CALL SEPTIC SERVICES, INC	\$12,934.55	306171	STRATA CORPORATION	\$630,728.01	306355
4 ACRES WELDING & FABRICATION, INC	\$33.75	306172	SUNDRE SAND & GRAVEL, INC.	\$4,921.00	306356
ABU TRAILERS INC	\$44.80	306173	SUNSET LAW ENFORCEMENT, LLC	\$13,725.00	306357
ACME TOOLS	\$46.14	306174	SWANSTON EQUIPMENT COMPANIES	\$1,991.36	306358

ACUITYBRANDS	\$329.67	306175	TARA KENNER	\$848.25	306359
ADP SCREENING & SELECTION SERVICES	\$308.00	306176	TEAM ELECTRONICS, INC.	\$1,696.55	306360
ADP, INC	\$16,280.14	100007146	THOMSON REUTERS-WEST PAYMENT CENTER	\$797.22	306361
AGNES BLUE	\$1,554.50	306177	TITAN MACHINERY	\$1,869.38	306362
AIDEN WELLS & MICHELLE FJELDAHL	\$849.83	306178	TRAPEZE SOFTWARE GROUP INC	\$9,837.00	306363
AMAZON	\$740.10	306179	TRINITY HEALTH	\$2,233.30	306364
AMBER PITTS	\$210.00	306180	TRINITY MEDICAL GROUP	\$757.24	306365
AMERICAN WELDING & GAS, INC.	\$13,305.49	306181	TUFF TRUCKS	\$612.00	306366
APH/AUTO VALUE	\$1,618.86	306182	U.S. POST OFFICE	\$5,000.00	306367
BAKER & TAYLOR BOOKS	\$1,594.50	306183	ULINE	\$90.61	306368
BAYCOM, INC.	\$25,338.00	306184	UNITED MAILING SERVICE	\$322.43	306369
BECHTOLD PAVING	\$23,114.50	306185	UNITED QUALITY COOPERATIVE	\$23,852.32	306370
BIRDY'S HYDRO MULCHING	\$1,775.00	306186	USDA	\$668.00	306371
BRAVERA INSURANCE	\$231,889.00	306187	WAGNER CONSTRUCTION	\$2,775,655.20	306372
BUTLER MACHINERY CO.	\$6,556.99	306188	WALLWORK TRUCK CENTER MINOT	\$28,210.36	306373
C & R RADIATOR	\$1,023.13	306189	WARD COUNTY HIGHWAY DEPT	\$4,750.00	306374
Bernardino & Liana Munoz	\$1,250.00	306190	WARD COUNTY LAW ENF TRAINING C	\$2,000.00	306375
Eduardo Luna	\$1,150.00	306191	WESTLIE FORD	\$319.59	306376
Kristina Rice	\$1,350.00	306192	WESTLIE TRUCK CENTER	\$3,637.60	306377
CENTRAL NETWORK RETAIL GROUP LLC	\$56.69	306284	WILBUR ELLIS	\$928.03	306378
CHAMLEY PIPE & SALVAGE, LLC	\$41,742.00	306193	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$17,002.69	100007157
CITY OF MINOT	\$175.00	306301	AFLAC	\$17,085.06	100007159
CORE & MAIN	\$78,366.13	306194	AMBER PERRY & NICHOLAS FLOWERS	\$294.00	306379
CPS, LTD	\$11,836.51	306195	BOLTON & MENK, INC	\$35,779.68	306380
CROSSCOUNTRY FREIGHT SOLUTIONS, INC.	\$300.96	306196	BRAVERA BANK	\$160,162.69	306381
DACOTAH PAPER CO.	\$173.62	306197	BRAVERA INSURANCE	\$351.00	306382
DAKOTA AGRONOMY PARTNERS, LLC	\$2,160.50	306198	CDM SMITH	\$102,492.60	306383
DAKOTA CONCRETE CONSTRUCTION	\$3,714.00	306199	CITY OF MINOT	\$200.00	306392
DAKOTA FLUID MOTION, LLC	\$7,291.55	306200	Chelsy Nelson	\$102.00	306384
DAKOTA FLUID POWER, INC.	\$188.94	306201	Damon Druse	\$224.40	306385
DALLMAN SERVICES, CO	\$1,988.10	306202	Dan Lovelace	\$102.00	306386
DAN PASIVE & MADISON MCCLOUD	\$386.70	306203	John Cimino	\$15.00	306387
DAVENPORT GROUP	\$7,125.00	306204	Ryan Kamrowski	\$224.40	306388
DIG IT UP BACKHOE SERVICE	\$674,062.76	306205	ENERBASE	\$22,649.34	306389
DOMESTIC VIOLENCE CRISIS CENTER	\$876.53	306206	Anthony Thomas Picolo	\$125.00	1156
DR. ANTHONY TATMAN	\$150.00	306207	Ward County	\$750.00	1157
ECOLAB PEST ELIMINATION DIVISION	\$717.37	306208	Ward County	\$1,500.00	1158
ELECTRIC PUMP	\$11,548.00	306209	KLJ ENGINEERING, LLC	\$13,757.70	306391
Andy Mehlhoff	\$15.44	306210	NDAAO	\$1,125.00	306393
Brian Billingsley	\$155.40	306211	PARKLAND USA CORPORATION	\$2,629.99	306390
Brian Williams	\$156.40	306212	City of Minot	\$43.94	306394
Brook Hermanson	\$34.00	306213	SOURIS RIVER JOINT WATER RESOURCE	\$78,013.43	306395
Carrie Young	\$360.40	306214	VISIT MINOT	\$60,948.51	306396
Chuck Schmidt	\$34.00	306215			
				12,617,416.87	

FINAL PAYMENT STRUCTURE DEMOLITION AND SITE RESTORATION TO HANSON EXCAVATING - Approve the final payment to Hanson Excavating in the amount of \$44,140.35 for site restoration and site demolition.

MINOT PUBLIC LIBRARY COLLECTION BUDGET AMENDMENT - Accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

NAWS AUTHORITY REPRESENTATION - Approve the appointment of the position of Mayor of Minot to the NAWS Authority

EQUIPMENT DISPOSAL AND AUCTION APPROVAL - Approve the disposal of the identified excess equipment to allow staff to begin the online surplus auction actions.

2025 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) - Authorize staff to complete and submit the grant application through ND Dept of Emergency Services process; and authorize the Mayor and Staff to sign applicable documentation.

APPROVE BID FOR POLICE DEPARTMENT BOMB TEAM QUICK RESPONSE UNIT TRUCK - Accept the bid from Nelson Auto for a 2026 Ram 3500 truck for the amount of \$58,488.00.

DISPATCH TERMINAL AGREEMENTS - Approve the terminal agreements and authorize the Mayor and Chief of Police to sign.

2025 WASHINGTON SRTS CONTRACT AMENDMENT (4720)

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

2025 SIDEWALK, CURB & GUTTER - SPECIAL ASSESSMENT (4870)

The motion to order the construction, rebuilding, or repairing of sidewalks to be performed by the City's contracted Contractor; and assess the construction cost and administration fees for this sidewalk work against the benefiting properties, as shown in Table 1, was initiated by City Council Member Fuller and seconded by City Council Member Pitner.

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

Whereupon, the City Council returned to the original motion to order the construction, rebuilding, or repairing of sidewalks to be performed by the City's contracted Contractor; assess the construction cost and administration fees for this sidewalk work against the benefiting properties, as shown in Table 1; and eliminate the administration fee was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

MREFPP PHASE RC-1 - MOUSE RIVER PARK BRIDGE REPLACEMENT (3529.07)

The motion to concur with the recommendation of award by the SRJB to Industrial Builders, Inc., in the amount of \$5,969,693.30 for the Mouse River Park Bridge project was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Rob Fuller, Scott Samuelson.

ACTION ITEMS

CITY MANAGER RECRUITMENT UPDATE

The motion to approve the following next steps: the Mayor, Council President and HR Director review the applications and provide the Human Resource Director with a list of up to 10 applicants to contact; direct the Human Resource Director to do an initial screening and confirm continued interest; and direct the Human Resource Director to bring an item to the September 15, 2025, Regular City Council meeting with the top three recommended applicants 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

WAYFINDING ENTRY MONUMENT DESIGN AND CONTRACT AMENDMENT (4620)

The motion to approve alternative one to leave the five current entryway monuments as-is 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to direct staff to get quotes on the parking signage 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ORDINANCE MODIFICATION: CHAPTER 31 SECTION 152 - STORM SEWER FEES

The motion to pass the attached ordinance on first reading adjusting the storm sewer maintenance fees was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

NATIONAL OPIOID SETTLEMENTS (PURDUE, SACKLER FAMILY, OPIOID MANUFACTURERS)

The motion to approve to participate in each settlement and authorize the Mayor to sign the settlement agreements and any additional paperwork necessary to secure the settlement funds was initiated by City Council Member Olson, seconded by City

Council Member Hayes and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CONTRACT FOR AIRPORT GENERAL AVIATION HVAC UPGRADE ASSESSMENT

The motion to approve the GA Terminal HVAC Upgrade Assessment proposal from Short Elliott Hendrickson Inc. (SEH); and authorize the Mayor to sign the agreement was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

3RD STREET BRIDGE REPAIRS ADDITIONAL PROJECT SCOPE FOR PIER 4 (4873)

The motion to approve the budget amendment on 1st reading 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

APPROVE ACCEPTANCE OF MILITARY INSTALLATION READINESS GRANT FROM OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION

The motion to approve acceptance of the grant and authorize the Finance Director to sign and submit the necessary grant documents was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Billi Gunderson discussed ADA requirements with the City Council. Josiah Roise spoke about election laws and integrity.

MISCELLANEOUS AND DISCUSSION ITEMS

ALCOHOL ORDINANCE REVIEW AND REWRITE COMMITTEE RECOMMENDATIONS

The motion to open a public hearing 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The following residents and/or license holders spoke to the City Council:

1. Travis Zablotney
2. Melissa Wright
3. Deb Hoffarth
4. Billi Gunderson

The motion to close the public hearing 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, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to direct staff to bring two agenda items separating the ordinance as discussed to the October 20, 2025, Regular City Council meeting was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PUBLIC SAFETY SALES TAX DISCUSSION

Alderman Pitner presented information about the discussion of both the current sales tax 1st penny allocation, along with information on adding an additional 1/2 cent sales tax.

ADJOURNMENT

The motion to adjourn the meeting at 8:06 pm was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6110

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
LIBRARY DEPARTMENT REVENUES AND EXPENDITURES FOR A PATRONS
OF THE LIBRARY DONATION.**

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

§1: An ordinance amending the 2025 annual budget to increase the
Library department revenues and expenditures for a patrons of the
library donation:

21067000-48206		\$15,450
21000000-36400		15,540

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

PASSED FIRST READING:

September 2, 2025

PASSED SECOND READING:

September 15, 2025

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



ORDINANCE NO. 6111

AN ORDINANCE AMENDING CHAPTER 31 (WATER AND SEWERS), ARTICLE VI (METERS AND RATES), DIVISION 2 (RATES), SECTION 31-152 (a) (STORM SEWER FEES), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO IMPLEMENT CHANGES TO STORM SEWER MAINTENANCE FEES.

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 provisions 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 of Minot desires to amend Chapter 31, Article VI, Division 2, Section 31-152 (a) of the Code of Ordinances to revise the storm sewer maintenance fee structure and establish a limited exemption for certain annexed properties; and

WHEREAS, the amendment is intended to promote fairness in utility billing by exempting annexed parcels located within 200 feet of the city limits line and situated on unpaved rural section roadways from the storm sewer maintenance fee, while preserving the storm sewer development fee for future infrastructure needs; and

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

§ 1. That Chapter 31 (Water and Sewers), Article VI (Meters and Rates), Division 2 (Rates), Section 31-152 (a), of the Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 31-152. Storm sewer fees.

- (a) *Maintenance fee.* A storm sewer maintenance fee shall be imposed on the occupancy of any premises, whether business, residential, or institutional within the City of Minot. This fee shall be added to each monthly utility bill sent out by the water, sewer, and garbage utility. The storm sewer maintenance fee shall be established by city council resolution.
- (1) A unit charge for storm sewer maintenance shall be imposed.
 - a. A meter serving a single-family residential building shall be assessed one (1) unit;
 - b. A meter serving a multi-family residential building shall be assessed one (1) unit on the first dwelling and one-half ($\frac{1}{2}$) unit on each of the other dwellings in the building;
 - c. A meter serving a non-residential use shall be assessed one (1) unit for each seven thousand (7,000) square feet of land (or fraction thereof) appurtenant to such use; and

- d. A meter serving more than one (1) of the three (3) prior categories of use (that is, a through c), shall be assessed under the category which produces the greater or greatest fee.
- (2) The following type of properties shall be exempt from the storm sewer maintenance fee:
 - a. Properties utilized by any governmental entities, including municipal, county, state, federal, park districts, and school districts.
 - b. Vacant property.
 - c. Annexed properties that are located within 200 feet of the city limits line and are situated on an unpaved rural section roadway.
- (3) The administration shall use their best judgment in determining the charge assessed if a property does not fall within the above criteria and to make administrative adjustments as deemed appropriate.

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO: 6112

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
ENGINEERING DEPARTMENTS CAPITAL INFRASTRUCTURE FOR THE THIRD
STREET BRIDGE REPAIR AND APPROVE THE TRANSFER OF FUNDS:**

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

- §1: Amend the 2025 annual budget to increase the engineering department's capital infrastructure for the 3rd street bridge repair:

41038000-57200	2025380005	\$180,000
10038000-44508		(180,000)
10038000-49124		180,000

- §2: Approve the transfer of funds:

10038000-49124		180,000
41000000-39101		(180,000)

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

PASSED FIRST READING:

September 2, 2025

PASSED SECOND READING:

September 15, 2025

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: September 15, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Minot High School Trap Team to conduct a calendar raffle in November 2025 at Minot North High School (2100 21st Ave NW).
2. Ward County 4-H to conduct a calendar raffle in January 2026 at NDSU Extension - Ward County (900 13th St SE).
3. Minot North Football Boosters to conduct a raffle on October 19, 2025, at the Mendez Residence (1116 174th Ave NW).
4. Union Silos - Silobration Street Dance (MACA) to conduct a raffle on August 29, 2025, at Citizens Alley (3 Main St S #2).
5. Independence, Inc to conduct a raffle on September 11, 2025, at Citizens Alley (3 Main St S #2).
6. Two Special Event Permits for the Blue Rider (118 1st Ave SE).
7. Special Event Permit for the Lucky Strike Casino and Lounge (1901 N Broadway).
8. Special Event Permit for On the Rocks (614 3rd St NE).
9. Two Special Event Permits for Sports on Tap (220 S Broadway).

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: September 15, 2025

SUBJECT: GAMING SITE AUTHORIZATION - PRAIRIE GRIT ADAPTIVE SPORTS

I. RECOMMENDED ACTION

It is recommended City Council approve the gaming site authorization for the following organizations to conduct games of chance:

- **Prairie Grit Adaptive Sports for a Calcutta on November 20, 2025, at the Minot Municipal Auditorium (420 3rd Ave SW).**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Michael Frye, Chief of Police, 701-857-4700
Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

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

B. Proposed Project
N/A

C. Recommendation Detail

Site approvals by the City Council are then approved by the State of ND Attorney General's Office.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: September 15, 2025

SUBJECT: RAILWAY CROSSING ELIMINATION (RCE) GRANT APPLICATION SUBMITTAL

I. RECOMMENDED ACTION

It is recommended City Council approve the request to submit a RCE grant application.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

City and MACEDC staff were contacted by Olsson (an engineering firm), who are working on behalf of BNSF Railway, to partner in submitting a federal grant to the Railroad Crossing Elimination program (RCE).

The RCE program provides a federal funding opportunity to fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods. Such projects will improve American rail infrastructure to enhance rail safety, improve the health and safety of communities, eliminate highway-rail and pathway-rail grade crossings that are frequently blocked by trains, and reduce the impacts of freight movement and railroad operations. The program emphasizes projects that:

- Grade separate, eliminate, or close crossings (highest priority)
- Relocate tracks vertically or laterally
- Install or improve protective devices related to separation projects
- Implement technological solutions for safety and mobility
- Plan and design eligible projects

B. Proposed Project

Due to the number of different projects that could be developed as a part of this grant, it was agreed that the best approach would be to submit a rail corridor study. The study will review crossings starting at 33rd Street SW at the City's west end and extend to Surrey's east end at 5th Avenue.

C. Recommendation Detail

Because Olsson will be submitting the grant on the City's behalf, there are no upfront costs. If the grant is awarded and the study moves forward, local costs are covered by BNSF (up to \$100,000) and Economic Development Sales Tax. The overall goal is to review crossing safety and set Minot on a successful path for future construction grant applications.

IV. IMPACT

A. Aspirations

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

B. Service/Delivery Impact:

A successful grant application will lead to federal funds being available for the corridor study. A successful corridor study will position the City well for any future federal grant applications for construction.

C. Fiscal Impact

For this grant application, BNSF will pay for the cost of the grant application work performed by Olsson. If the grant application is successful, a federal grant will be available with an 80/20 federal/local cost match. The team feels \$1,000,000 will be enough to study the crossings in this 11-mile corridor.

BNSF has stated that they will provide a 10% cost match up to \$100,000. MACEDC's board is in support of this project.

Project Costs

Grant Application Cost \$0

If the grant application is successful and a corridor study proceeds:

Federal Funds: \$800,000

Local Funds: \$100,000 BNSF Railway

Local Funds \$100,000 Economic Development Sales Tax

Project Funding

Economic Development Sales Tax MAGIC Fund

25172000-43040 \$100,000

VI. ALTERNATIVES

Alternative 1: Council could choose not to move forward with the grant application.

Alternative 2: Council could choose to work with a different project budget amount.



TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: September 15, 2025

SUBJECT: SUB AWARD AGREEMENT WITH MINOT HOUSING AUTHORITY

I. RECOMMENDED ACTION

It is recommended City Council approve the Sub Award agreement with Minot Housing Authority and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

The City of Minot is operating as a pass-through entity for land to be purchased for the Minot Housing Authority. This land will be used to construct two (2), thirty-six (36) unit apartment complexes at the corner of 16th St NW and 31st Ave NW in Minot, ND. All required Environmental Reviews have been completed and approved by the City, Minot Housing Authority, Beyond Shelter and the State of North Dakota. A Release of Funds (ROF) will be submitted to the ND Division of Community Services so land acquisition can take place.

B. Proposed Project

As a pass-through entity, the City of Minot has the responsibility to transfer funds from the State to the Title Team, located in Fargo, ND for the closing of the land purchase. After the closing, the Minot Housing Authority will be the sole and managing owner of the land. Minot Housing Authority will provide the City with copies of the executed sale which will verify the City has passed the funds to the closing company.

C. Recommendation Detail

Staff recommend the Council approve the Sub Award agreement with Minot Housing Authority and authorize the Mayor to sign it.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Helping Minot Housing Authority secure land for construction will assist in the addition of affordable housing within the City of Minot.

C. Fiscal Impact

Funding for the land had been approved by the ND Division of Community Services. The City of Minot will act as a pass-through entity to secure the land purchase.

Project Costs

\$400,000

Project Funding

State CDBG Funding

VI. ALTERNATIVES

By not authorizing the Mayor to sign the agreement, it would prevent Minot Housing Authority from securing land for construction. This would delay or cancel the project.



PASS-THROUGH SUBAWARD GRANT AGREEMENT

Between the City of Minot, ND and Minot Housing Authority

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__ by and between the City of Minot, a municipal corporation ("City of Minot"), and the Minot Housing Authority (MHA) ("Subrecipient"), referred herein individually as "Party" and collectively as "Parties."

I. Recitals

1. WHEREAS, to improve the City of Minot's availability of affordable housing, the North Dakota Division of Community Services (DCS) has allocated four hundred thousand dollars (\$400,000) for the purchase of land within the city limits of Minot, ND to be used by Subrecipient to construct two (2) thirty-six (36) unit apartment complexes for low- to moderate-income (LMI) residents, located at the corner of 16th Street and 31st Avenue NW in Minot, ND, 58703, hereinafter referred to as "Engle Court"; and
2. WHEREAS, the City of Minot has agreed to act as a pass-through entity distributing the funds described in paragraph I.1. above from DCS to the Subrecipient; and
3. WHEREAS, once the land is purchased Subrecipient will be the sole proprietor of the property, thus removing the City of Minot from any other future obligations, including financial and administrative; and

NOW, THEREFORE, the Parties, for and in consideration of the pass-through award to be distributed by the City of Minot, 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:

Rest of page left blank intentionally

II. General Award Information

The Subaward from the City of Minot to the Subrecipient, which is described below, is for the purpose of carrying out the subaward distribution described in Section I of this Agreement:

Subrecipient Name, which Must Match the name Associated with its Unique Entity Identifier:	MINOT HOUSING AUTHORITY
Subrecipient Unique Entity Identifier:	PWGTBCNV1EE3
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:	November 5, 2024
Amount of Federal Funds Obligated by this Action by the City of Minot to Subrecipient:	\$400,000
Total Amount of Federal Funds Obligated to Subrecipient by the City of Minot Including the Current Obligation:	\$400,000
Total Amount of the Federal Award Committed to Subrecipient by the City of Minot:	\$400,000
Federal Award Project Description, as Required to be Responsive to the Federal Funding Accountability and Transparency Act ("FFATA"):	City of Minot will be a pass-through entity for funds from ND DCS for the purchase of land for Subrecipient to construct two (2) thirty-six (36) unit apartment complexes for LMI residents.
Name of Federal Awarding Agency:	ND Division of Community Services
Name of City of Minot:	City of Minot, ND
Contact Information for JURISDICTION NAME's Authorizing Official:	Mayor, City of Minot PO Box 5006 Minot, ND 58702
Contact Information for City of Minot's Project Manager:	Community Development Director PO Box 5006 Minot, ND 58702
Assistance Listings Number and Title. (City of Minot Must Identify the Dollar Amount Made Available under each Federal Award and the Assistance Listings Number at the Time of Disbursement):	14.228 Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii
Identification of Whether Subaward is R&D:	Not R&D

III. Subrecipient Obligations

1. Agrees to comply with all state and federal requirements related to this project including the federal requirements included in Exhibit A attached hereto.
2. Agrees to submit to the City of Minot, no later than fourteen (14) days after the closing of the land purchase, copies of the executed Purchase Agreement and Closing Statement.

IV. City of Minot's Obligations

1. Act as a pass-through entity between DCS and Subrecipient for subaward funding related to the procurement of land for the development of Engle Court, as described above.
2. Participate in any closing-related activities between:

Closing agency: The Title Company
35 4th St. N., #102
Fargo, ND 58102
701-499-5200

Purchasing Entity: Minot Housing Authority
108 E Burdick Exp
Minot, ND 58701
701-852-0485

3. Once the land purchase is complete and the City of Minot receives copies of the executed Purchase Agreement and Closing Statement, the Subrecipient will be the sole proprietor of the property, and the City's obligations under this Agreement will be satisfied.

V. General Information

1. Independent Entity. Subrecipient is an independent entity under this Agreement and Subrecipient employees are not considered City of Minot employees for any purpose under the terms of this Agreement. 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 City of Minot.
2. Federal Clauses. Subrecipient agrees to comply with all applicable federal clauses found in Exhibit A, attached hereto and incorporated as if fully set forth herein, 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 City of Minot to immediately terminate this Agreement for cause.
3. Termination/Renewal. Either Party can terminate this Agreement with sixty (60) days' written notice for breach of a material term of this contract. This Agreement can also be terminated early for lack of funding or authority or in the public interest with sixty (60) days' written notice to the other Party. There is no provision for renewal of this Agreement.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. The Parties agree that any lawsuit filed to enforce, terminate, or interpret this Agreement will be filed in a District Court located in Ward County, North Dakota.
5. Indemnification. Subrecipient agrees to defend, indemnify, and hold harmless the City of Minot, 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 its obligations pursuant to this Agreement. Subrecipient also agrees to reimburse the City of Minot for all costs, expenses, and attorneys' fees incurred

if the City of Minot 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.

6. Public Records/Disclosures. Subrecipient understands that the City of Minot 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 City of Minot promptly upon receiving a request for information under the public records laws and, at no additional expense to City of Minot, comply with City of Minot's instructions on how to respond to the request.
7. Record Retention. 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 City of Minot with the results of the audit within thirty (30) days of receipt.
8. Notices. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

City of Minot: City of Minot
 Attn: City Clerk
 P.O. Box 5006
 Minot, ND 58702
 Email: clerk@minotnd.gov

Subrecipient: Minot Housing Authority
 Attn: Tom Alexander, Executive Director
 108 E Burdick Exp
 Minot, ND 58701
 Email: tom.alexander@minothousing.com

9. Assignment/Binding Effect. 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.
10. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, or government actions.
11. Headings. Any headings or subheading shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

13. Severability. 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 fully valid and enforceable as permitted by North Dakota law.
14. Final Agreement/Amendments. 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.
15. Amendments. 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 City of Minot or Subrecipient from their obligations under this Agreement.
16. Authority to Execute. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each Party, its successors and assigns in accordance with its terms.

CITY OF MINOT:

Mayor

Date: _____

Attest:

City Clerk

Date: _____

Attest:

Finance Director

Date: _____

SUBRECIPIENT: MHA



Title: Executive Director

Date: 8-28-25

Attest:



Title: MHA Board Chair

Date: 8-28-25

Exhibit A
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: Brian Billingsley, Community Development Director

DATE: September 15, 2025

SUBJECT: CLOSE OUT INACTIVE RENAISSANCE ZONE CASES

I. RECOMMENDED ACTION

It is recommended City Council approve and authorize staff to place a memo in each file stating that the application has been formally declared closed out by the City Council and ineligible for benefits.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In March 2025, the City Council granted final approval of a Renaissance Zone case that was conditionally approved in 2014. During deliberations on this case, the City Council questioned staff about the number of old cases that are still eligible for benefits. Staff stated they would conduct research and come back with a recommendation on how to close out these old cases. In 2021, the City Council changed its policy and started requiring applicants to complete their renaissance zone projects within three years.

B. Proposed Project

Staff researched all inactive cases conditionally approved prior to 2021. Staff counted 20 cases that never received final approval. Four cases were denied final approval by the City Council. Final action has been taken in those cases, and they are considered closed. 12 cases are for properties that are no longer owned by the applicant, making them ineligible for final approval. There are four (4) cases where the property is still owned by the applicant. I attempted to contact all four property owners and was able to speak with three. The property owners of M-53 and M-79 told me they were not pursuing completion and wished to have their application dropped from further consideration. One of the property owners for M-90 told me that they had given up on their project. She told me she would speak to her husband and call me back, but I never received a phone call. I mailed a letter to the property owner of M-66 asking them to call me, but they never replied.

C. Recommendation Detail

The Renaissance Zone Review Board recommends the City Council declare the 16 outstanding cases listed in the attached file to be closed out and ineligible for benefits. The current property owners will still be able to apply for a new benefit as long as their block remains in the renaissance zone.

IV. IMPACT

A. Aspirations

N/A - Housekeeping Item

B. Service/Delivery Impact:

The current property owners will remain eligible to file a new Renaissance Zone application as long as the property that they own is located in an active block.

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

There is no financial cost to the city to close out these cases.

Project Funding

N/A

VI. ALTERNATIVES

The city council can table this item and request more information.

The city council can deny this item and allow eligible applicants to receive a benefit should they finish their project.

Case No.	Address	Applicant	Year	Request	Status	Current Ownership Status
M-3	709 2nd Ave. NE	Tim & Jason Gagne	2002	Residential Renovation (5-Year Property Tax)	Granted approval. Did not complete. Flood buyout.	No
M-12	112 Main St. S	Mari Tande	2004	Commercial Renovation (5-Year Business Income Tax)	Never received City Council approval. Did not purchase the property.	No
M-13	13 & 15 Main St. S	Daniel and Denise Anderson	2004	Commercial Renovation (5-Year Property Tax)	Submitted an application, but it was never approved.	No
M-15	112 Main St. S	Mari Tande	2004	Commercial Renovation (Lease)	Never received City Council approval. Did not purchase the property.	No
M-25	18 3rd St. SE	Dale Mellum & Gaylen Schmidt	2006	Commercial Renovation (5-Year Property Tax)	Granted conditional approval. Did not complete the project.	No
M-32	405 4th Ave. NE	Creative Woodworking	2006	Commercial Renovation (Business Income Tax & Lease)	Did not complete. Flood buyout.	No
M-43	123 1st St. SW	LLC Cornelito & Thomas More	2008	Commercial Purchase w/ Major Improvements (5-Year Property Tax & Business Income Tax)	Granted conditional approval. Big M Building. Withdrew application before any construction began.	No

M-48	9 1st St. SE	Gene Rau	2009	Commercial Renovation (5-Year Property Tax & Business Income Tax)	Approved by Renaissance Zone Board, but never was presented to city council	No
M-53	510 Central Ave. E	Dylan Davis	2011	Commercial Renovation (5-Year Property Tax & Business Income Tax)	Granted conditional approval. Applicant halted work after the flood. Mr. Davis is not going to complete the project.	Yes
M-56	620 Central Ave. E	Duane & Jean Ofsthun	2012	Residential Rehabilitation (5-Year Business Income Tax)	Granted conditional approval. Applicant did not complete project and sold the property.	No
M-57	622 Central Ave. E	Duane & Jean Ofsthun	2012	Residential Rehabilitation (5-Year Business Income Tax)	Granted conditional approval. Applicant did not complete project and sold the property.	No
M-65	36 3rd St. NE	First Avenue Concepts	2012	Commercial Renovation (5-Year Property Tax & Business Income Tax)	Conditional approval was denied. Proposed land use was deemed illegal.	No
M-66	712 Central Ave. E	Jerome & Karen Hager	2012	Residential Renovation (5-Year Business Income Tax)	Granted conditional approval. Project is Incomplete. Cannot find contact information for the Hagers.	Yes
M-72	105 1st St. SE	Cypress Assets ND, LLC	2014	Commercial Rehabilitation (5-Year Property Tax & Business Income Tax)	Granted conditional approval, but was denied final approval by City Council in 2019 because applicant was delinquent on state and local taxes.	No
M-73	5 Central Ave. W	Cypress Assets ND, LLC	2014	Commercial Rehabilitation (5-Year Property Tax & Business Income Tax)	Granted conditional approval, but was denied final approval by City Council in 2019 because applicant was delinquent on state and local taxes.	No

M-74	123 2nd Ave. SE	Cypress Assets ND, LLC	2014	Commercial Rehabilitation (5-Year Property Tax & Business Income Tax)	Granted conditional approval, but was denied final approval by City Council in 2019 because applicant was delinquent on state and local taxes.	No
M-79	18 2nd St. NE	Norsk Brothers, LLC	2014	Commercial Rehabilitation (5-Year Property Tax)	Application was withdrawn. Later re-filed as M-93 and was granted final approval in 2020.	Yes
M-85	101 Central Ave. W	Lucky Dog Grilled Cheese Pub / Wurst Place	2016	Commercial Rehabilitation (5-Year Business Income Tax & Lease)	Incomplete application. Never went through the approval process.	No
M-87	215 Central Ave. E	Norsk Brothers, LLC	2016	Commercial Purchase w/ Major Improvements (5-Year Business Income Tax)	Granted conditional approval. Applicant didn't complete the project and stated they will not pursue completion.	No
M-90	511 Main St. S	Micah & Sarah Bloom	2016	Residential Rehabilitation (5-Year Property Tax & Personal Income Tax)	Granted conditional approval. Partially completed. Needs to discuss with spouse.	Yes



TO: Mayor and Members of the City Council

FROM: Melody Shelkey, Treasurer

DATE: September 15, 2025

SUBJECT: SPECIAL ASSESSMENT APPROVAL; 2025 NUISANCE ABATEMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the assessment roll for the 2025 Nuisance abatement.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Melody Shelkey, Treasurer, 701-857-4771

III. DESCRIPTION

A. Background

Nuisance abatement project 4831 was approved by City Council on March 4, 2024. Ten abatements have been completed and are ready to be special assessed. All associated costs have been identified and included in the attached list. The City wishes to certify the list to Ward County for collection with property taxes.

B. Proposed Project

The attached properties have completed the abatement, Finance is looking for Council's approval of the assessment roll to allow staff to move forward with processing the loans resulting in inclusion in the annual certification to Ward County for collection.

C. Recommendation Detail

Finance is looking for approval from Council for the loans to be set up for the City.

IV. IMPACT

A. Aspirations

These agreements achieve the following City Council Aspirations: Resilient and Prepared. It allows for the City to prepare the annual certification to Ward County for collection.

B. Service/Delivery Impact:

Provides guidelines for property owners and a mechanism for the City to respond to those in non-compliance.

C. Fiscal Impact

Project Costs

This project was funded with cash reserves. Timely collection of the assessments will help ensure reserves are available to fund future nuisance abatements.

Project Funding

10036000-44360 - Inspection Nuisance

VI. ALTERNATIVES

Alternative #1. The Council could deny approval of the assessment roll for 2025 Nuisance abatement. This would place the cost of abating nuisances on the shoulders of all property owners.

City Of Minot
Project # 4831 And Nuisance Special Assessments

City of Minot Project	Parcel ID	Legal	Owner	Property Address	Total Assessment
Project #4831					
	MI210950400060	Engers First Addition Lot 6 Block 4	Jerone & Audry Weigel	905 43RD ST SE	\$ 6,595.00
			Allen & Yvonne Drege / McLean S		
	MI131000200050	Fairview Addition Lot 5 Block 2	Kolobakken	613 4th ST NE	274.25
			Allen & Yvonne Drege / McLean S		
	MI243171000033	Ramstads Riverview S/D W50 S1/2 Lot 3 Block 10	Kolobakken	101 8TH AVE SE	3,861.50
	MI132860200050	S/D Blocks 2 & 3 Oens Addition Lot 5 Block 2	Travis Stewart	511 7TH ST NE	20,000.00
	MI240810300100	Ehr'S Second Addition Lot 10 Block 3	Jerry Anderson	509 11th Ave SE	5,369.25
		Enox Park Addition Lots 123 & 124 Plus 1/2 Vac Alley			
	MI192130001240	On South & 1/2 Vac Alley On East	Duane Brekke	1310 East Burdick	4,566.00
	MI192130001370	Lenox Park Addition Lot 137 Plus 1/2 Vac Alley	Duane Brekke	1321 5th Ave SE	200.00
	MI111330100042	Goheens Addition West 149.34' Of Lot 4 Block 1	Suite Inn Minot LLC / AVA75 LLC	UNASSIGNED	608.75
	MI192130001530	Lenox Park Addition Lot 153	Lynette Gotvaslee	500 15th St SE	5,050.50
		Polsfuts S/D Lot 4 Block 1 Home Acres Addition South			
	MI251620000012	60 Lot 1	McLean S Kolobakken	1628 2 ST SE	7,671.00
		TOTAL			\$ 54,196.25



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: September 15, 2025

**SUBJECT: AIRPORT 2023 T-HANGAR TAXILANES AND TAXIWAY B2
RECONSTRUCTION - FINAL PAYMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment and authorize the Mayor and the Airport Director to sign the required documents to close out the project.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503
Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

The taxilanes adjacent to the airport-owned T-hangars at the Minot International Airport (MOT) were experiencing deterioration. The 2021 Pavement Condition Index report indicates a PCI of 23 for the south taxilane and 35 for the north taxilane (out of 100) which indicates the pavement was failing. Reconstruction was necessary to provide adequate and safe access from the hangars to the General Aviation ramp and airfield. The taxilanes are utilized by small aircraft as well as snow removal equipment vehicles.

Taxiway B2 at MOT was experiencing deterioration on the taxiway between Taxiway B and the General Aviation (GA) apron. The 2021 Pavement Condition Index report indicates a PCI of 18 (out of 100) which indicates the pavement was failing. Reconstruction was necessary to provide adequate and safe access to the GA ramp. The taxiway connector is utilized by Taxiway Design Group B-II GA traffic as well as airfield rescue and firefighting and snow removal equipment vehicles.

The project was awarded to Bluestone Construction, Inc. during the August 7, 2023 meeting. The project was substantially completed on 9/20/2024.

B. Proposed Project

To make the final payment of \$17,322.13 on the project to Bluestone Construction, Inc.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

By designing a solution to address the deteriorating structural components of the airport's taxiways, this project continues to allow the airport to offer safe operations for general aviation and emergency vehicles at the Minot International Airport.

C. Fiscal Impact

This project was originally in the 2023 CIP.

Project Costs

Summary of construction costs:

Base Bid – T-hangar Taxilanes	\$1,279,142.00
Alternate 1 – Taxiway B2	\$ 453,071.00
Construction TOTAL	\$1,732,213.00

Project Funding

Funding Source	Percentage	Total
FAA Airport Improvement Grant (AIG)	90%	\$1,558,991.70
North Dakota Aeronautics Commission	5%	\$86,610.65
City of Minot	5%	\$86,610.65
TOTAL		\$1,732,213.00

VI. ALTERNATIVES

The City Council could reject the final payment.



Application for Payment
(Unit Price Contract)

No. 4

Eng. Project No.: MINOT 171168

Location: Minot International Airport

Contractor	Bluestone Construction, Inc.	Contract Date	August 16, 2023
	6898 163rd Ave SE	Pay This Amount	\$17,322.13
	Sawyer, ND 58781	Contract Amount	\$ 1,798,002.00

Contract for 2023 T-Hanger Taxilanes and Taxiway B2 Reconstruction

Application Date 7.8.25 For Period Ending 6.30.25

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
Base Bid - T-Hanger Taxilanes						
C-105-5.1	Mobilization	LS	1	1	125,000.00	\$125,000.00
C-105-5.2	Traffic Provisions / Airport Security &	LS	1	1	24,000.00	\$24,000.00
C-105-5.3	Maintenance & Restoration of Haul	LS	1	1	14,000.00	\$14,000.00
C-102-5.2	Filter Log, Type Wood Fiber Bioroll	LF	100	60	6.00	\$360.00
D-401-5.1	Adjust Frame & Rings Casting	EA	4	1	900.00	\$900.00
D-701-5.1	Draintile, 4" Perforated TP Pipe Drain	LF	480	480	36.00	\$17,280.00
D-701-5.2	Draintile, 4" Non-Perforated TP Pipe	LF	65	65	40.00	\$2,600.00
P-101-5.1	Remove Bituminous Pavement (Full	SY	4450	4456	8.00	\$35,648.00
P-101-5.2	Remove Concrete Pavement (Full	SY	250	259	22.00	\$5,698.00
P-101-5.2	Sawing Bituminous/Concrete	LF	925	658	8.00	\$5,264.00
P-152-5.1	Unclassified Excavation (EV)	CY	1700	1744	43.00	\$74,992.00
P-152-5.2	Subgrade Excavation (EV)	CY	100	0	45.00	
P-152-5.3	Subgrade Preparation	SY	7000	6963	5.50	\$38,296.50
P-208-5.1	Aggregate Base Course (CV)	CY	1625	1548	140.00	\$216,720.00
P-310-5.1	Geotextile Fabric, Type R1 (NDDOT)	SY	7000	6963	4.50	\$31,333.50
P-401-5.1	Bituminous Base Course PG 58-28	TON	1250	1145	250.00	\$286,250.00
P-401-5.2	Bituminous Wear Course PG 58-28	TON	850	1032	250.00	\$258,000.00
P-603-5.1	Bituminous Tack Coat	GAL	375	350	20.00	\$7,000.00
P-610-5.1	Concrete Valley Gutter - Includes All	LF	720	720	165.00	\$118,800.00
T-901-5.1	Turf Est. (Brillion) Incl. Seed, Fertilizer,	LS	1	1	12,000.00	\$12,000.00
T-905-5.1	Select Topsoil Borrow (CV)	CY	50	50	100.00	\$5,000.00

Total Price Base Bid - T-Hanger Taxilanes 1,278,980.00 \$1,279,142.00

Bid Alternate 1 - Taxiway B2

C-105-5.1	Mobilization	LS	1	1	50,000.00	\$50,000.00
C-105-5.2	Traffic Provisions / Airport Security &	LS	1	1	24,000.00	\$24,000.00
C-105-5.3	Maintenance & Restoration of Haul	LS	1	1	12,000.00	\$12,000.00
C-102-5.1	Silt Fence, Type Preassembled	LF	300	0	6.00	
C-102-5.2	Filter Log, Type Wood Fiber Bioroll	LF	50	0	7.00	
D-752-5.1	Remove & Replace RC Pipe Apron w/	EA	2	2	3,300.00	\$6,600.00
L-108-5.1	Pull Back & Protect Existing Cable &	LS	1	1	1,725.00	\$1,725.00
L-108-5.2	Remove Existing Electrical Circuitry,	LS	1	1	2,507.00	\$2,507.00
L-108-5.3	#8 5kV Cable, Installed in Duct	LF	320	250	4.60	\$1,150.00
L-108-5.4	#6 600V Cable, Installed in Duct	LF	350	230	2.20	\$506.00
L-110-5.1	3" Duct- Rigid Steel, Incl. trench	LF	70	70	82.00	\$5,740.00
L-110-5.2	2-inch Schedule 80 PVC or HDPE	LF	350	158	20.00	\$3,160.00
L-125-5.1	Relocate Existing Medium Intensity	EA	6	6	1,063.00	\$6,378.00
L-125-5.1	Retroreflective Taxiway Markers	EA	8	8	540.00	\$4,320.00
L-125-5.3	Handhole	EA	2	2	824.00	\$1,648.00
L-125-5.4	Vault Electrical System and Testing	LS	1	1	862.00	\$862.00
L-125-5.5	Temporary Airfield Lighting Circuitry	LS	1	1	3,200.00	\$3,200.00
P-101-5.1	Remove Bituminous Pavement (Full	SY	2000	1918	8.00	\$15,344.00
P-101-5.2	Sawing Bituminous/Concrete	LF	150	145	8.00	\$1,160.00
P-152-5.1	Unclassified Excavation (EV)	CY	725	517	43.00	\$22,231.00
P-152-5.2	Subgrade Excavation (EV)	CY	50	0	45.00	
P-152-5.3	Subgrade Preparation	SY	2325	2324	5.50	\$12,782.00
P-208-5.1	Aggregate Base Course (CV)	CY	550	492	140.00	\$68,880.00
P-310-5.1	Geotextile Fabric, Type R1 (NDDOT)	SY	2325	2324	4.50	\$10,458.00
P-401-5.1	Bituminous Base Course PG 58-28	TON	400	313	250.00	\$78,250.00
P-401-5.2	Bituminous Wear Course PG 58-28	TON	275	271	250.00	\$67,750.00
P-401-8.1	Bituminous Patching (Txy F)	SY	200	160	152.00	\$24,320.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
P-603-5.1	Bituminous Tack Coat	GAL	125	125	20.00	\$2,500.00
P-605-5.1	Bituminous Joint (Saw, Route, Seal)	LF	375	0	11.00	
P-620-5.1	Taxiway Painting	SF	1500	1110	10.00	\$11,100.00
T-901-5.1	Turf Est. (Brillion) Incl. Seed, Fertilizer,	LS	1	1	12,000.00	\$12,000.00
T-905-5.1	Select Topsoil Borrow (CV)	CY	50	25	100.00	\$2,500.00
Total Price Alternate 1 - Taxiway B2					519,022.00	\$453,071.00
Total Contract Amount						<u>\$1,732,213.00</u>

Application for Payment (continued)

Total Contract Amount	\$ 1,798,002.00	Total Amount Earned	\$ 1,732,213.00
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Less Previous Applications:		GROSS AMOUNT DUE	\$ 1,732,213.00
AFP No. 1: 151,251.40	AFP No. 6:	LESS 0 % RETAINAGE	\$
AFP No. 2: 1,063,933.50	AFP No. 7:	AMOUNT DUE TO DATE	\$ 1,732,213.00
AFP No. 3: 499,705.97	AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 1,714,890.87
AFP No. 4:	AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ 17,322.13
AFP No. 5:			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, 2023 T-Hangar Taxilanes and Taxiway B2 Reconstruction, Minot International Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 8.11, 2025

Bluestone Construction, Inc.

(Contractor)

COUNTY OF Ward)
STATE OF North Dakota) SS

By

(Name and Title) - Leif Anderson, President

Before me on this 11 day of August, 2025, personally appeared Leif Anderson known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires

JOHN R COLE
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
January 19, 2026

(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Short Elliott Hendrickson Inc.

By

Date

City of Minot

By

Date



TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: September 15, 2025

SUBJECT: MEDIATION AGREEMENT — EMINENT DOMAIN (LIBERTY SIERRA)

I. RECOMMENDED ACTION

It is recommended City Council review and approve the attached mediation agreement.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

The City commenced an eminent domain action against Liberty Sierra Vista, LLC (Revel Hotel) in August 2024. Discovery and negotiations are ongoing and a jury trial remains on the calendar for October 28–30, 2025.

B. Proposed Project

The parties would like to attempt to mediate their claims by employing a third-party mediator. Mediation is a process where a nonjudicial neutral mediator facilitates communication between parties to assist the parties in reaching voluntary decisions related to their dispute. Mediation is a non-binding, voluntary process, and the parties are free at any time to terminate their participation therein upon giving notice to the Mediator.

C. Recommendation Detail

The parties attorneys reached out to several mediators, and [Scott Jensen](#) with Camrud, Maddock, Olson, & Larson, Ltd. is available to assist with mediating this action on September 19 via Zoom video conferencing. His hourly rate is \$400/hour, which per the contract is to be borne equally by both parties. Attorney Jensen's Mediation Agreement is attached for the Council's review and approval.

IV. IMPACT

A. Aspirations

This aligns with the City's 'resilient and prepared' aspiration.

B. Service/Delivery Impact:

Mediation is typically much less expensive than going to trial, trials can take much longer to complete, and the parties have greater control over the outcome than they do at a trial. Mediators can also help draft a more customizable solution than a court would have the authority to impose.

C. Fiscal Impact

Mediation costs will be paid out of the project's budget. Council approved a 10% contingency for this project which is \$1,968,607. Thus far, \$141,082.55 has been used for change orders. Adequate funds are available for the mediation.

Project Costs

\$400/hour

Project Funding

Storm Water Utility

VI. ALTERNATIVES

1. The Council could not approve the agreement, which would result in the parties negotiating among themselves prior to trial and potentially proceeding to trial if an agreement cannot be reached;
2. The Council could propose an alternative solution.

AGREEMENT TO MEDIATE

1. THIS AGREEMENT is entered into by and between Camrud, Maddock, Olson & Larson, Ltd. (hereinafter called "CMO&L"), and the undersigned parties, persons, and entities this 19 day of September, 2025.
2. The signatories to this Agreement seek to resolve their dispute through mediation and have jointly requested a Mediator to provide a neutral third party to facilitate their settlement negotiations.
 - 2.1 Mediation is a process in which a nonjudicial neutral mediator facilitates communication between parties to assist the parties in reaching voluntary decisions related to their dispute.
3. It is agreed and understood that the Mediator does not act as advocate, representative, fiduciary or counsel for any party and has no authority to make any binding decisions or recommendations or to compel the making of any agreement or the granting of any concession.
4. Non-Binding Mediation processes are not open to the public except with the consent of all parties.
5. It is understood and agreed that Mediation is a voluntary process and any parties to the controversy or signatories to this Agreement are free at any time to terminate their participation therein upon notice to the Mediator.
6. The parties acknowledge that prior to the commencement of the Mediation they were provided with a statement of the qualifications of the Mediator assigned to the controversy, which statement includes a description of his or her education, background, and relevant training and experience in mediation.
7. The parties agree to pay CMO&L \$400.00 per hour for mediation conferences and outside preparation time, including expenses, i.e., travel time, mileage, hotel accommodations, etc.. The fees will be borne equally by the parties.
 - 7.1 If a party fails to pay for the neutral, the court may, upon motion, issue an order for the payment of such costs and impose appropriate sanctions.
 - 7.2 In the event that the parties do not pay Mediator's fees, the lawyer or law firm that retained Mediator shall be responsible for and shall pay their respective client's portion of Mediator's fees.

8. The parties acknowledge that they have been advised that any communication, verbal or written, or any document produced in a mediation process is confidential and inadmissible as evidence in any proceeding unless disclosure is required by law.

- 8.1 Notes, records, and recollections of the Mediator are confidential, which means they shall not be disclosed to the parties, the public, or anyone else besides the Mediator, unless:

- 1.) all parties and the Mediator agree to such disclosure; or
 - 2.) required by law or other applicable professional codes.

No record shall be made without the agreement of both parties, except for a memorandum of issues that are resolved.

9. It is further understood and agreed that the mediation constitutes settlement discussions under the applicable rules of evidence, and further agree that nothing said or disclosed during mediation, nor any document produced in mediation which is not otherwise discoverable shall be admissible as evidence or for impeachment or other purposes in any judicial proceedings.
10. No party or other signatory to this Agreement will call or subpoena the Mediator to produce any notes or documents related to the mediation or to testify regarding any notes or documents or the Mediator's thoughts or impressions, in any civil action, arbitration, or other legal or administrative proceedings of any kind whatsoever. If so called or subpoenaed by anyone, the Mediator will refuse to so testify and to produce such notes or documents. Should any party or other signatory to this Agreement attempt to compel such testimony or production, such party or signatory shall be liable for and shall indemnify the Mediator against any liabilities, costs or expenses, including reasonable attorney's fees, which the Mediator may incur in resisting such compulsion.
11. Parties and their counsel may communicate ex parte with the Mediator in non-adjudicative ADR processes with the consent of the Mediator, so long as the communication encourages or facilitates settlement.
12. All sections in this agreement are in accordance with, and pursuant to Minnesota Rules of Practice for the District Courts Rule 114 and North Dakota Supreme Court Rule 8.8.

Dated: _____

Scott Jensen, Mediator

Dated: _____

City of Minot, Mayor

Dated: _____

John Warcup, Attorney

Dated: _____

Liberty Sierra Vista, LLC

Dated: _____

Ryan R. Simatic, Attorney

Dated: _____

City of Minot, City Clerk

Dated: _____

City of Minot, Finance Director



TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: September 15, 2025

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

It is recommended City Council approve the August 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 August 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	Eff. Date	Entry Date	Clerk	Batch
1	2025	23025	2558	ADJ	(8,848.22)	5314	180	2025/8/1210	08/21/2025	08/21/2025	crystal.molina	2005 Sent to collections, accident
1	2025	22657	2559	ADJ	(3,386.10)	5677	180	2025/8/1210	08/21/2025	08/21/2025	crystal.molina	2005 Sent to collections, accident
1	2025	24140	2535	ADJ	(1,214.40)	9296	180	2025/8/223	08/06/2025	08/06/2025	holly.zeece	1984 Sent to collections, accident
1	2025	24064	2543	ADJ	(542.50)	4324	180	2025/8/678	08/13/2025	08/13/2025	holly.zeece	1989
1	2025	23826	2555	ADJ	(457.19)	5949	180	2025/8/948	08/21/2025	08/21/2025	crystal.molina	2003
1	2025	24055	2542	ADJ	(390.00)	5766	180	2025/8/678	08/13/2025	08/13/2025	holly.zeece	1989
1	2024	21513	2560	ADJ	(91.83)	5389	180	2025/8/1210	08/21/2025	08/21/2025	crystal.molina	2005
1	2025	24081	2540	ADJ	(70.00)	6123	180	2025/8/678	08/13/2025	08/13/2025	holly.zeece	1989
1	2023	927113	2547	ADJ	(68.48)	15662	210	2025/8/720	08/14/2025	08/14/2025	denise.schmidt	1993
1	2024	18260	2546	ADJ	(62.32)	10078759	210	2025/8/719	08/14/2025	08/14/2025	denise.schmidt	1992
1	2025	24169	2533	ADJ	(50.00)	2054	210	2025/8/233	08/04/2025	08/04/2025	denise.schmidt	1982
1	2025	24193	2554	ADJ	(50.00)	9987	210	2025/8/1064	08/21/2025	08/21/2025	denise.schmidt	2002
1	2025	24436	2548	ADJ	(50.00)	4495	210	2025/8/896	08/14/2025	08/14/2025	denise.schmidt	1994
1	2025	564082	2549	ADJ	(15.00)	4657	570	2025/8/898	08/14/2025	08/14/2025	kari.hoyt	1995
1	2025	567394	2550	ADJ	(10.36)	4657	570	2025/8/898	08/14/2025	08/14/2025	kari.hoyt	1995
1	2025	23256	2556	ADJ	(0.10)	5856	180	2025/8/949	08/21/2025	08/21/2025	crystal.molina	2004
1	2020	162960	2536	ADJ	100.00	18890	180	2025/8/355	08/12/2025	08/12/2025	crystal.molina	1985
1	2025	23372	2544	ADJ	285.00	4352	180	2025/8/678	08/13/2025	08/13/2025	holly.zeece	1989
1	2025	23387	2541	ADJ	320.00	5766	180	2025/8/678	08/13/2025	08/13/2025	holly.zeece	1989
1	2025	24621	2552	ADJ	510.00	5636	250	2025/8/1156	08/19/2025	08/19/2025	nicole.tallman	1999
1	2025	24319	2551	ADJ	798.30	5130	610	2025/8/1075	08/18/2025	08/18/2025	kari.hoyt	1996



TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: September 15, 2025

SUBJECT: MOU WITH MINOT FIRE BIKE PATROL AND TRINITY AMBULANCE

I. RECOMMENDED ACTION

It is recommended City Council approve the agreement and authorize the Mayor to sign the MOU to work with Trinity Ambulance.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The Minot Fire Department (MFD) has bike patrol for events like parades, community events, and others that would benefit from an EMS presence. MFD has a current Memorandum of Understanding (MOU) with Minot Air Force Base (MAFB) for bike patrol. Adding Trinity Ambulance as another resource to use for bike patrol would boost personnel for these events and decrease overtime on the MFD side.

B. Proposed Project

Operate within the terms of the MOU to utilize Trinity Ambulance on the bike patrol.

C. Recommendation Detail

Trinity Ambulance is an agency that can assist with bike patrol due to the nature of the work.

IV. IMPACT

A. Aspirations

Prepared and Resilient - This MOU offers another resource for staffing bike patrol.

B. Service/Delivery Impact:

This MOU will be beneficial to the MFD for assisting with the bike patrol obligations. This will also save on the overtime budget of the MFD.

C. Fiscal Impact

By utilizing Trinity employees, the MFD will save on overtime during bike patrol events.

Project Costs

There is no financial obligation from the City of Minot to Trinity Ambulance service.

Project Funding

The Trinity ambulance personnel will be compensated through Trinity. Minot Fire Department personnel are compensated by the City of Minot from regular employee funds or the overtime budget.

VI. ALTERNATIVES

1. Minot Fire Department could look for another entity to work with on the bike patrol.
2. Minot Fire Department could mandate overtime shifts to personnel
3. The MOU could be discarded and Minot Fire can operate independently.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MINOT – MINOT FIRE DEPARTMENT AND TRINITY HEALTH FIRST RESPONSE GROUND AMBULANCE

This Memorandum of Understanding (MOU) is entered into by and between the City of Minot, hereinafter referred to as "Minot Fire", and Trinity Health, through it's First Response Ground Ambulance, hereinafter referred to as "Trinity", referred individually herein as "Party" and collectively as "Parties," for the purpose of establishing a cooperative framework for Trinity personnel to assist Minot Fire with the Minot Fire Department Bike Patrol Program.

1. Purpose

This MOU establishes the framework for Trinity personnel to assist in the Minot Fire Department Bike Patrol Program by providing qualified medical personnel to operate alongside Minot Fire personnel during designated events or deployments, thereby enhancing medical response capability and public safety presence.

2. Personnel Requirements

All Trinity personnel participating in the program must be currently licensed Emergency Medical Technicians (EMTs) or higher, with active North Dakota state and National Registry certifications.

Trinity personnel shall remain at all times employees of Trinity. Nothing in this MOU shall be construed to create an employment, agency, or contractor relationship between Trinity personnel and the City of Minot. Trinity shall be solely responsible for wages, benefits, workers' compensation, and any other employment-related obligations for its personnel.

3. Equipment Usage

Trinity personnel may use Minot Fire Department equipment, including e-bikes and medical equipment, solely for the purpose of participating in the Bike Patrol Program. All equipment remains the property of the City of Minot and must be used in accordance with applicable Minot Fire policies, procedures, and training requirements.

4. Indemnification and Liability

Trinity agrees to indemnify, defend, and hold harmless the City of Minot, its officers, agents, and employees from and against any and all claims,

demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with:

- a) the acts, omissions, or negligence of Trinity personnel while participating in the Bike Patrol Program;
- b) the injury or death of Trinity personnel or third parties;
- c) damage to property;
- d) use or operation of City-owned equipment.

This indemnification includes, but is not limited to, claims resulting from the use, operation, or malfunction of any equipment supplied by the City of Minot, whether or not such claims result from the negligence of the City of Minot or its employees, except to the extent prohibited by North Dakota law.

5. Duration and Termination

This MOU shall become effective upon execution by both Parties and shall remain in effect until terminated.

Either Party may terminate this MOU at any time, with or without cause, by providing at least thirty (30) days' written notice to the other Party.

6. Notices

All communication and notices concerning this MOU shall be directed as follows:

City of Minot: Kelli Kronschnabel, Fire Chief, or designee,
Minot Fire Department, kelli.kronschnabel@minotnd.gov

Trinity:

7. Miscellaneous

This MOU constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, representations, or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date last written below.

CITY OF MINOT

By: Mark Jantzer
Its: Mayor

Date: _____

ATTEST

By: City Clerk, City of Minot

Date: _____

**TRINITY HEALTH FIRST
RESPONSE
GROUND AMBULANCE**

By:
Its:

Date: _____

ATTEST

By:

Date: _____



TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: September 15, 2025

SUBJECT: SHIRLEY COURT STREETLIGHT IMPROVEMENT - AWARD OF BID (4763)

I. RECOMMENDED ACTION

- 1. It is recommended City Council award the bid for the construction portion of the Shirley Court Streetlight Improvement Project to the low bidder, Main Construction, Inc., in the amount of \$55,123.00; and**
- 2. Authorize the Mayor to sign the Agreement.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

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

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

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

At the August 4, 2025, council meeting, council approved the plans and

specifications and authorized staff to call for a bid.

B. Proposed Project

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

C. Recommendation Detail

On Tuesday, September 9, 2025, at 11:00 AM, bids were opened for the Shirley Court Streetlight Improvement project. Below is the Engineer's Estimate followed by the received bids:

Engineer's Estimate - \$84,313.75

Low Bid Contractor - \$55,123.00

Strata Corporation - \$97,525.00

IV. IMPACT

A. Aspirations

Safe and Welcoming; Resilient and Prepared

B. Service/Delivery Impact:

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

C. Fiscal Impact

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

Project Costs

Engineer's Estimate - \$ 84,313.75

Low Bid Contractor - \$55,123.00

Project Funding

4103700-57200 / Traffic - Infrastructure

VI. ALTERNATIVES

1. The City Council could choose not to award the Shirley Court Streetlight Improvement bid. This will result in a delay in construction and implementation of the improvements proposed in the Shirley Court Streetlight Improvement

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



TO: Mayor and Members of the City Council

FROM: Brian Horinka, Transit Superintendent

DATE: September 15, 2025

SUBJECT: ACQUISITION APPROVAL OF REFURBISHED 30' TRANSIT BUS

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the purchase of a refurbished 2006 Gillig Low Floor Heavy Duty Transit bus for an amount not to exceed \$454,496.92 from Complete Coach Works contingent on staff approval of the bus and processes following the site visit; and**
- 2. Authorize the Mayor and Staff to sign any purchase orders and contracts associated with this purchase.**

II. DEPARTMENT CONTACT PERSONS

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

Brian Horinka, Transit Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

Minot City Transit has an active Section 5339 grant through the North Dakota Department of Transportation in the amount of \$650,000 for the purchase of a Heavy Duty Low Floor Transit Bus. This grant will provide 85% of the funding for this purchase (\$552,500) with the 15% local match required (\$97,500) having been approved in the 2024 budget, which has since been encumbered into the 2025 city budget. However, this initiative is time-sensitive, with the grant set to expire on September 30, 2026. In our strategic approach, we previously aligned with the Washington State Purchasing Cooperative, granting us access to a competitively bid contract that complies with all Federal and State purchasing requirements.

Collaborating closely with Gillig Bus Manufacturing since the fall of 2024, we've been fine-tuning specifications and pricing for the new bus. Unfortunately, delays have arisen due to evolving federal regulations and new tariff requirements. As a result, we received a quote from Gillig totaling \$701,944—\$51,944 over our pre-established budget. Gillig stands out as one of only two

manufacturers capable of meeting the stringent federal Buy America/Build America standards for these buses. Given the limited number of manufacturers and the new federal mandates, the anticipated build time for our bus spans an estimated one and a half to two years from the purchase order's signing. This upgrade is not just an expenditure—it's a vital investment in our community's transit infrastructure, ensuring we meet the mobility needs of our residents for years to come.

Transit staff have been exploring options to replace our aging fleet of buses due to these challenges. One such option is Complete Coach Works, a manufacturer that specializes in purchasing buses at the end of their life expectancy and refurbishing them. This refurbishment process includes installing remanufactured engines, rebuilding transmissions, and overhauling all major mechanical systems. They address any issues with the frame and body and apply fresh paint. Additionally, all flooring and seating are either refurbished or replaced if necessary, and all electrical systems are updated. Essentially, every component of the bus is inspected and either revitalized, rebuilt, or replaced as needed. These refurbished buses present a significant cost savings compared to purchasing new units and can be delivered in a much shorter timeframe. Many transit agencies across the country are turning to Complete Coach Works for this cost-effective solution to replace their aging fleets. Staff has spoken with other transit agencies who have purchased these refurbished buses with great results. Although the Federal Transit Administration requires that you add 4 years to the life expectancy of a refurbished bus, most agencies are seeing 10 to 12 years of life from these refurbished units. Transit staff will conduct a site visit of Complete Coach Works to inspect the bus that will be purchased and go over the refurbishment process prior to signing a purchase order and contract. Staff has been in contact with FTA and NDDOT and has confirmation that the current Section 5339 grant can be amended to allow the purchase of a refurbished bus in lieu of a new bus. Additionally, the expected delivery date of this refurbished bus would be June 2026.

The current transit fleet consists of eleven buses (seven buses needed during peak service times), nine of which have exceeded their expected lifespan. Four of these nine buses have over 300,000 miles on them, with one approaching 400,000 miles. The average age of the fleet is currently 16 years. The cost of maintaining this aging fleet increases each year. Currently, one bus is undergoing an engine rebuild, which will cost approximately \$40,000. It is highly likely that, within the next year to eighteen months, at least one or possibly two of these high-mileage buses will also require engine rebuilds to remain operational. In addition to these major expenses, as the buses continue to age, other systems begin to fail, necessitating further repairs that require additional funding and result in increased vehicle downtime. This situation places added stress and mileage on our newer buses, causing them to reach their life expectancy sooner than they otherwise would.

B. Proposed Project

We propose that the Transit Department be authorized to purchase a refurbished 2006 Gillig Low Floor Heavy Duty Transit bus for \$454,496.92 from

Complete Coach Works, utilizing the Washington State Purchasing Cooperative. The current approved Section 5339 grant will cover \$386,322.00, while the remaining \$68,174.92 in required local matching funds will come from the already approved capital purchase funding in the 2025 budget. The cost listed above could be less than this amount if when the refurbishment process begins. (i.e. certain parts such as the flooring and passenger seats can be revitalized instead of being replaced) This amount reflects the amount needed if all of these parts require replacement.

C. Recommendation Detail

Recommend council approve the purchase of a refurbished 2006 Gillig Low Floor Heavy Duty Transit bus in the amount of \$454,496.92 from Complete Coach Works and authorize the Mayor and Staff to sign any purchase orders and contracts associated with this purchase, contingent on staff approval of the bus and verification of process following the site visit.

IV. IMPACT

A. Aspirations

Prepared and Resilient, Safe and Welcoming, Excellent and Connected

B. Service/Delivery Impact:

Approving this purchase will mark the initial step in replacing the numerous buses that are well beyond their life expectancy. This action will enhance the safety and reliability of our transit fleet. If this purchase of a refurbished bus proves successful, we could consider acquiring additional refurbished buses in future years to further replace our aging fleet, ultimately saving the city hundreds of thousands of dollars compared to buying new buses.

C. Fiscal Impact

Project Costs

One Refurbished 2006 Gillig Low Floor Heavy Duty Transit Bus -
\$454,496

Project Funding

Section 5339 Grant Funds - \$386,322.00
Local Matching Funds - \$68,174.92

VI. ALTERNATIVES

The alternatives to approving this purchase are as follows:

1. Continue working with Gillig Bus Manufacturers to acquire a new 2026 Low Floor Heavy Duty Transit Bus. However, with an expected delivery timeline of eighteen months to two years, our current Section 5339 grant would likely expire before we receive the bus. This would necessitate applying for new grant funding, which would require an additional local match of \$7,791.60 from the

city. Depending on the time needed to secure this funding, we might not receive the bus until mid-2027.

2. Council elects to not approve the purchase of a refurbished bus or the purchase of a new bus. This option would lead to significantly higher maintenance costs in our budget as we attempt to keep our aging buses safe and operational. There is also a considerable risk of excessive downtime within our current fleet, which could result in serious disruptions or even the cancellation of routes if we do not have enough buses available for service. This would leave citizens without desired critical transit services.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS STANDARD SCOPE OF WORK

Customer: City of Minot, North Dakota Address: 1025 31st Street SE, Minot, ND 58701

Bus Specs: 2006 30' Gillig G29E102R2 Engine: Cummins ISC Trans: Allison B400R

1.00 EXTERIOR BODY, PAINT & UNDERCARRIAGE STRUCTURE

1.01 EXTERIOR BODY

The body of the bus will be inspected for damage. Any damage found will be repaired or replaced as needed. Repairs will be performed using materials, workmanship, and design conforming to the best practices known in the transit industry.

1.02 EXTERIOR SKIRT PANELS & COMPARTMENT DOORS

Any skirt panels or compartment doors that have damage will be repaired or replaced as needed.

1.03 EXTERIOR COMPARTMENT DOORS

All exterior compartment doors will have the following components repaired or replaced as needed:

- Latches
- Door rubber bumpers
- Door hinges
- Prop rods
- Gas prop struts

1.04 EXTERIOR WHEEL WELL FLARES

Exterior wheel well rubber flares will be replaced with new, including new mounting hardware.

1.05 EXTERIOR FRONT & REAR BUMPERS

Front and rear bumper assemblies will be removed from the vehicle. Any damaged or defective parts will be repaired or replaced as needed. Front and rear bumpers will be painted black and reinstalled with new mounting hardware.

1.06 EXTERIOR MIRRORS & WINDSHIELD WIPERS

The curbside and street side exterior mirrors will be inspected for damage and function tested. Once mirror repairs are completed and the mirrors are made functional, the mirror housings, mirror arms and mirror mounting brackets will be painted black. The windshield wiper blades, and washer fluid hoses will be replaced with new. The washer fluid tank and pump will be inspected for damage and function tested. Any damaged or defective parts will be repaired or replaced as needed. The wiper arms will be painted black.

1.07 EXTERIOR PAINT & DECALS

The bus exterior will be sanded, prepped, primed, and painted to commercial specifications. If applicable decal scheme layout to be provided by customer.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

2-color paint price. White with 1" blue strip on belt line below windows, around front and rear.

1.08 UNDERCARRIAGE

The bus will be elevated, and the entire bus undercarriage will be carefully inspected. Any damaged parts or broken welds will be repaired or replaced as needed.

Structural components where greater than 25 percent (25%) of the original material thickness is removed by corrosion and reduces its structural integrity will be reinforced, repaired or replaced as needed.

All visible surface corrosion will be descaled. All affected areas will be treated with a corrosion inhibitor to prevent further spreading of corrosion.

Once the structural repairs are completed, new undercoating will be applied to the entire understructure of the vehicle and the front and rear mud flaps will be replaced as needed.

2.00 ENTRANCE & EXIT PASSENGER DOORS

2.01 ENTRANCE & EXIT DOOR GLAZING

Entrance and exit door glazing and seals will be removed from the doors. Glazing that has damage will be replaced as needed.

2.02 ENTRANCE & EXIT DOOR PANELS

Door panels that have damage will be repaired or replaced as needed. The interior of the entrance and exit door panels will be painted satin black.

2.03 ENTRANCE & EXIT DOOR SHAFTS

Door shafts will be inspected for damage and repaired or replaced as needed. All door shaft bushings, bearings, rollers and hardware will be replaced with new.

2.04 ENTRANCE & EXIT DOOR SEALS & BRUSHES

The entry and exit door panel seals, brushes, as well as body to door panel seals will be replaced with new. Exit door sensitive edge seals, tubes, pressure switches and hardware will be replaced with new.

2.05 ENTRANCE & EXIT DOOR MOTORS

The entry and exit door motors will be removed and rebuilt to include door motor o-rings, gaskets, seals, door motor connecting rod ends, relays, switches, and valves. Electric door motors will be inspected for damage and function tested. Defective electric door motors will be repaired or replaced as needed.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

2.06 ENTRANCE & EXIT DOOR OPERATOR CONTROL VALVE

The entry and exit door operator control valve located on the driver's area side dash will be replaced with new.

2.07 ENTRANCE & EXIT DOOR ADJUSTMENTS & OPERATION

The entry and exit doors will be fully operational and adjusted to manufacturer's specifications.

3.00 ROOF ESCAPE HATCHES & VENTILATORS

Front and rear roof escape hatches/ventilator will be rebuilt with new seals, decals and hardware as needed.

4.00 PASSENGER WINDOWS, DRIVER'S WINDOW, WINDSHIELDS, & FRONT DESTINATION GLAZING

4.01 PASSENGER WINDOWS – Requested quote for Frameless Windows

Passenger windows will be removed from the bus. Window frames and glass will be inspected for damage. Any damage found will be repaired or replaced as needed. The inner and outer seals will be replaced with new. The window frames will be painted black.

All emergency window release handles and graffiti liners will be inspected. Any defective components found will be repaired or replaced as needed. All emergency egress slides and catch plates will be cleaned and lubricated. Passenger windows will be reinstalled using new hardware.

4.02 DRIVER'S WINDOW

The driver's window will be removed from the bus. The driver's window inner and outer frame seals and track felt will be replaced with new. Frames will be painted black and reinstalled with new hardware.

4.03 WINDSHIELDS & FRONT DESTINATION SIGN GLAZING

The curbside and street side windshields will be removed and reinstalled with new windshield seals and lock seals. Any damaged windshields will be replaced as needed.

The front destination sign glazing will be removed and inspected for damage. Glazing with damage will be replaced as needed. Destination sign glazing will be reinstalled with new seal and lock seal.

5.00 DRIVER'S SEAT, PASSENGER SEATS & STANCHIONS

5.01 DRIVER'S SEAT – New Recaro Ergo Metro Suspension Driver's Seat, Dual Armrests, adjustable headrest, pushbutton, activated fore/aft sliding, black transit cloth, seat belt alarm, seat cushion alarm.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

5.02 PASSENGER SEATS

The passenger seats will be removed from the bus and disassembled. Passenger seat frames, seat shells and plastic components will be repaired or replaced as needed. Passenger seats changed to plastic. Once repairs are completed the passenger seats will be reinstalled with new hardware.

5.03 STANCHIONS

The stanchions will be removed and inspected for damage. Any damage found will be repaired or replaced as needed. All powder coated stanchions will be re-powder coated as needed in a matching color. Stanchions will be cleaned and reinstalled with new hardware.

6.00 INTERIOR FLOORING, PANELS, DRIVER'S AREA & LIGHTING

6.01 INTERIOR FLOOR COVERING & SUB-FLOORING – Altro Meta Storm - #TFM27903

Rubber flooring and trim will be removed from the bus including the driver's area. The subfloor plywood and sub frame will be inspected for damage. Any damage found will be repaired or replaced as needed.

New flooring will be installed on all passenger areas, driver's area, ADA areas, entrance and exit door areas, and rear step treads. 2" standee lines will be installed to comply with ADA requirements and rear steps are to have new step tread nosing. All floor trim will be reused or replaced as needed and installed with new mounting hardware. Floor access panels will have new flooring installed and panel seals will be replaced with new.

6.02 INTERIOR SIDE PANELS, LIGHT PANELS & CEILING PANELS

The interior side panels, light panels, and ceiling panels will be inspected for damage. Damaged interior panels will be repaired or replaced as needed.

Ceiling panels will be cleaned. Interior light panels and side panels will be prepped sanded and painted to match the existing colors of the panels. Interior panel trim will be reused or replaced as needed.

6.03 DRIVER'S AREA, DASH, & RADIO BOX

The driver's area dash panels will be inspected for missing and non-repairable dash panels. Missing or damaged dash panels will be repaired or replaced as needed.

The front and side dash, driver's area and radio box will be inspected for damage. Any damage found will be repaired or replaced as needed, then prepped, primed, and painted satin black.

6.04 DRIVER'S DASH SWITCHES, GAUGES & MISC. COMPONENTS

All dash lights, switches, gauges, dash wiring, driver's hi/low beam, and turn signal foot switches and misc. components will be function tested. Missing or defective components will be repaired or replaced as needed. The speedometer will be replaced with new.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

All side and driver's dash decals and placards will be installed.

6.05 REAR BULKHEAD WALL, PLC DOOR & HVAC RETURN VENT PANEL

The rear bulkhead wall carpet will be replaced with new. Painted rear bulkhead wall panels, rear PLC door and the rear interior HVAC vent panel will be inspected for missing or damaged components. Missing or non-repairable components will be repaired or replaced as needed.

Once all repairs and replacements to the rear bulkhead wall panels, rear PLC door and HVAC vent are made. The panels will be prepped, primed, and painted to match the existing colors.

6.06 INTERIOR MODESTY PANELS & BARRIERS

Interior modesty panels and barriers will be inspected for missing or damaged components. Missing or non-repairable components will be repaired or replaced as needed.

Once the modesty panels are replaced and/or repaired, the modesty panels will be prepped, primed, and painted. Modesty panels will then be reinstalled with new hardware.

6.07 STOP REQUEST & PUBLIC ADDRESS SYSTEM

The stop request system will be inspected, and function tested. The chime cables and chime switches will be replaced with new. Any defective cable guides or switch brackets will be repaired or replaced as needed.

The public address (PA) system to include amplifier, interior speakers, exterior speaker, driver's microphone, speaker selector switch and volume level control switch will be inspected, and function tested. Any defective parts will be repaired or replaced as needed.

6.08 INTERIOR LIGHTS

All interior passenger aisle light florescent tubes will be replaced with new LED lights. All interior passenger light lenses will be replaced with new non colored anti-glare lenses and new mounting hardware.

Entry and exit door lights will be replaced with new LED lights. The driver's area, fare box, and rear step lights will be replaced with new LED lights.

6.09 INTERIOR SUNSHADES, FIRE EXT, SAFETY TRIANGLES & MISC. COMPONENTS

Driver's side and front sunshades will be replaced with new scissor style sunshades. Fire extinguisher and road safety triangles will be replaced with new. Damaged interior mirrors or misc. components will be repaired or replaced as needed.

7.00 WHEELCHAIR RAMP & ADA RESTRAINT SYSTEM

7.01 WHEELCHAIR RAMP SYSTEM

The wheelchair ramp system will be rebuilt and tested to assure the ramp is working as designed.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

7.02 ADA RESTRAINT SYSTEM

Install NEW QPOD W/C restraints – 2 positions on bus.

8.00 EXTERIOR LIGHTS

8.01 EXTERIOR LED LIGHTS

Replace all exterior lights with new LED lights to include:

- Front, side, and rear marker lights
- Front, side, and rear turn signal lights
- Wheelchair ramp and kneel lights
- Rear brake lights, back-up lights, and license plate light

8.02 HEADLIGHTS

The front headlights will be replaced with new LED lights. Headlights will be adjusted, and new mounting hardware will be installed. All headlight bezels will be inspected for damage. Any defective bezels will be repaired or replaced as needed.

8.03 ENGINE COMPARTMENT LIGHTS

All engine compartment lights will be replaced with new high temperature LED lights.

9.00 DESTINATION SIGN SYSTEM

The destination sign system including ODK will be replaced with new Luminator Smart Series – Front and Side sign system – Multicolor characters.

10.00 ELECTRICAL SYSTEM

10.01 ELECTRICAL PLC & CONTROL PANELS

All electrical controls, PLC panels, wiring harnesses and connectors will be inspected for missing components and damaged. Missing or damaged components will be repaired or replaced as needed.

Once all repairs or replacements have been made, the electrical system will be functionally tested and any inoperative relays, circuit breakers, and switches that require replacement will be repaired or replaced as needed.

10.02 ENGINE COMPARTMENT ELECTRICAL SYSTEM

The engine compartment electrical panel will be inspected for missing or damaged components. Missing or damaged components will be repaired or replaced as needed.

All engine compartment wire harnesses will be inspected and repaired to OEM specifications. After inspection and repairs are completed, high temp wire loom will be installed as needed. All engine compartment wire harnesses will be securely routed to prevent chaffing and heat damage.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

All starter and alternator positive and negative cables will be replaced with new in the engine compartment. New cables will be securely routed to prevent chaffing and heat damage.

Engine door taillight wire harnesses will be inspected and repaired. The rear run box will have new gauges and switches installed.

10.03 BATTERIES

Batteries will be replaced with new. Main battery disconnect switch will be replaced with new. The battery hold down threaded rods, and tray rollers will be replaced with new. Cables from battery terminals to main disconnect switch will be repaired or replaced as needed.

The battery hold down blocks and the battery tray slide locks will be inspected for damage and repaired or replaced as needed. Cables from main disconnect switch to engine compartment terminal block will be inspected for damage and repaired or replaced as needed.

11.00 ENGINE COMPARTMENT

11.01 ENGINE COMPARTMENT INSULATION & PAINT

The engine, transmission, radiator & CAC, surge tank, all intake and cooling system piping and hoses, exhaust piping, HVAC compressor and rear run box will be removed from the engine compartment. All exposed structure and heat insulation will be inspected for damage. Any damage found will be repaired or replaced as needed. Once all required repairs are completed the engine compartment will be prepped and painted white.

11.02 ENGINE COMPARTMENT & HVAC COMPARTMENT HOSES & LINES

All hoses and flexible lines in the engine and HVAC compartments will be replaced with new. Hard copper and stainless-steel lines will be cleaned and inspected. Any damage found will be repaired or replaced as needed. All hard pipe insulation will be replaced with new.

12.00 FRONT AXLE & SUSPENSION

12.01 FRONT HUB, WHEEL SPINDLE & KINGPIN HOUSING ASSEMBLY

Spindles and hubs will be inspected for damage. Any damage found will be repaired or replaced as needed. The kingpins, kingpin bushings and thrust bearings will be replaced with new. Hub bearings, cones, and hub seals will be replaced with new.

12.02 FRONT AXLE

The front axle will be inspected for cracks or other damage. Any damage found will be repaired or replaced needed.

12.03 FRONT AIR BAGS & SHOCK ABSORBERS

Air bag mounting plates and shock mount towers will be inspected for damage. Any damage found will be repaired or replaced as needed.

New air bags will be installed with new mounting hardware.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

New shock absorbers will be installed with new rubber bushings and mounting hardware.

12.04 FRONT RADIUS RODS

Radius rods will be removed and inspected for cracks or damage. Any damage found will be repaired or replaced as needed. Radius rods will be treated to prevent corrosion and all bushings will be replaced with new.

Non-serviceable radius rod bushings will be replaced with new assemblies.

13.00 POWER STEERING SYSTEM

13.01 POWER STEERING PUMP & RESERVOIR

The power steering pump will be replaced with new. The power steering reservoir filter and gasket will be replaced with new.

Power steering flexible lines in engine compartment will be replaced with new. (See section 11.02)

13.02 POWER STEERING GEARBOX

The power steering gearbox will be rebuilt to OEM rebuild specifications and will be reinstalled with new mounting hardware.

The steering miter box will be inspected for damage. Any damage found will be repaired or replaced as needed.

The steering shaft assembly will be inspected for damage. Any damage found will be repaired or replaced as needed. New u-joints will be installed on the steering shaft assembly, between the miter box and steering gearbox.

13.03 STEERING LINKAGE

The left and right tie rod ends will be replaced with new. The tie rod tube assembly will be inspected and repaired or replaced as needed.

Sway-Bar bushings will be replaced with new.

The drag link socket ends and clamp hardware will be replaced with new. The drag link tube assembly will be inspected and repaired or replaced as needed.

A complete wheel alignment will be performed to OEM specifications.

13.04 STEERING WHEEL & COLUMN

New u-joints will be installed on the steering column shaft. Steering column bearings and bushings will be replaced with new.

Steering column tilt mechanism and telescoping systems will be inspected for damage. Any damage found will be repaired or replaced as needed.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

The steering column seal (on the floor) will be replaced with new.

The steering wheel, horn button, contact ring, and plunger will be replaced with new.

14.00 REAR AXLE & SUSPENSION

14.01 REAR AXLE

The entire rear axle will be removed from the bus and disassembled. The axle housing will be inspected for cracks or damage. Any damage found will be repaired or replaced as needed. Once any required repairs are completed the rear axle housing will be treated to prevent corrosion and painted.

The differential will be torn down and inspected for damage. Any damage found will be repaired or replaced as needed. Differential that pass inspection will be reinstalled with new seals. Hubs will be disassembled and inspected for defects. Hubs with cracks or other defects will be repaired or replaced as needed. All hub bearings, races, seals, and gaskets will be replaced with new.

Drive shaft U-joints will be replaced with new.

14.02 REAR TORQUE RODS

Upper and lower torque rods will be removed and inspected for cracks or damage. Any damage found will be repaired or replaced as needed. All torque rods will be treated to prevent corrosion and all bushings will be replaced with new.

Non-serviceable torque rod bushings will be replaced with new assemblies.

14.03 REAR AIR BAGS & SHOCK ABSORBERS

Air bag mounting plates and shock mount towers will be inspected for damage. Any damage found will be repaired or replaced as needed.

New air bags will be installed with new mounting hardware.

New shock absorbers will be installed with new rubber bushings and mounting hardware.

15.00 AIR SYSTEM

15.01 AIR TANKS

All air tanks will be flushed, pressure tested, drained, and inspected for damage. Any damage found will be repaired or replaced as needed. Air tanks will have the following components replaced.

- Replace all single and double check valves
- Replace pressure regulator valves
- Replace air protection valves and safety valves
- Replace all defective air hoses, fittings, and related hardware
- Replace drain valves

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

15.02 AIR SYSTEM VALVES

The following air system components will be replaced:

- Suspension kneeling valves
- Front leveling valves assemblies and linkage
- Rear leveling valves assemblies and linkage
- Spring brake valve (SR-1)
- Parking brake control valve
- Pressure switches
- Double check valves
- Single check valves
- Brake interlock solenoid valves 24V
- Brake treadle (E-8P) valve assembly
- Pressure 4 PSI switches
- Front and rear ABS PMV valves
- Quick release valves
- (R-12) 5.5 PSI relay valves
- Parking brake (R-14) relay valves
- ATC valves
- Repair or replace all damaged air hoses and fittings

15.03 AIR DRYER

The air dryer will be rebuilt and installed with new mounting hardware. Any damaged fittings and air hoses will be replaced as needed.. The ping tank will be drained and inspected for any damage. Any damage found will be repaired or replaced as needed. Ping tank will be treated to prevent corrosion, painted and a new ¼ turn drain valve will be installed.

15.04 AIR COMPRESSOR

The air compressor will be included with the Cummins ReCon engine. The D2 governor will be replaced with new (See section 20.01). Flexible air line from compressor to ping tank will be replaced with new.

16.00 FRONT & REAR BRAKES

16.01 AIR BRAKES

The front, and rear brakes will be rebuilt as follows:

- Replace "S" cams and "S" cam bushings with new
- Replace brake cam rollers and seals with new
- Replace slack adjusters with new
- Replace air chambers with new
- Replace brake linings with new
- Replace brake drums with new
- Replace all flexible brake airlines and fittings with new
- Replace all brake hardware and springs with new

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

16.02 SERVICE BRAKE TREADLE & VALVES

Brake treadle dual valve will be replaced with new. The brake interlock valve cluster will be rebuilt, and relay valve will be replaced with new.

16.03 WHEELS & TIRES

Wheels will be inspected for cracks or damage. Any damage found will be repaired or replaced as needed.

Lug nuts and studs will be replaced with new.

Bus equipped with new tires provided by CCW / TSI

17.00 HEATING & AIR CONDITIONING – AUX Heater – Spheros Thermo 300 Auxiliary Pre-Heater

The exterior of the air conditioning condenser and evaporator will be inspected for damage. Any damage found will be repaired or replaced as needed. The condenser and evaporator will be washed with a cleaning solution. The evaporator will be flushed through the interior of the bus.

The marine pump in the engine compartment will be repaired or replaced as needed. The defroster blower motor, control valve, and air filter will be repaired or replaced as needed.

Flexible hoses and insulation for the defroster will be replaced as needed.

New air filters will be installed in the evaporator unit.

Condenser and evaporator motors will be rebuilt. Brushless motors will be inspected, tested, and if found defective they will be repaired or replaced as needed.

Air conditioning compressor will be rebuilt, and a new clutch will be installed.

Control valves and relays will be repaired or replaced as needed.

A new filter drier will be installed.

The HVAC high and low-pressure flexible hoses will be replaced with new, as well as any other HVAC flexible hose. Copper tubing will be cleaned and inspected for damage. Any damage found will be repaired or replaced as needed.

The insulation on the AC tubing will be replaced with new.

The HVAC compressor drive belt, idler pulley bearing and tensioner will be replaced with new.

18.00 RADIATOR, CHARGE AIR COOLER (CAC), & SURGE TANK

18.01 RADIATOR & CAC

The radiator and CAC will be flushed, and pressure tested after replacement of radiator end cap gaskets. After the radiator and CAC are tested, the radiator will be prepped and painted to

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS

STANDARD SCOPE OF WORK

prevent corrosion. The Radiator and CAC package will be installed with new rubber isolation mounts, new mounting hardware and a new 1/4-turn drain valve.

18.02 RADIATOR SURGE TANK

The surge tank pressure relief valve, surge tank caps, low coolant sensors, and sight glass will be replaced with new. All surge tank cooling system flexible and silicone hoses and clamps will be replaced with new. The cooling system will be filled with OEM engine approved ethylene glycol anti-freeze with protection to -40 degrees Fahrenheit.

18.03 AIR INTAKE PIPING, HOSES, & FILTER

The air filter housing, and air intake pipes will be inspected for cracks and damage. Any damage found will be repaired or replaced as needed. Once repairs are completed, the air filter housing and air intake pipes will be cleaned. The air filter, and air filter minder gauge will be replaced with new. All air intake hoses, seals and constant torque clamps will be replaced with new.

19.00 EXHAUST SYSTEM

The entire exhaust system will be inspected for cracks, damage, and defective components. Any damage or defective components will be repaired or replaced as needed. The flexible exhaust bellow pipe, exhaust pipe blankets, exhaust clamps, isolation mounts, and mounting hardware will be replaced with new.

20.00 ENGINE

20.01 CUMMINS DIESEL ENGINE

The engine and related components will be replaced with a Cummins ReCon diesel engine. The Cummins ReCon engine will include the following:

- Air compressor with new D2 air governor
- Engine oil and oil filters
- New starter and mounting hardware
- New fuel filters and new mounting hardware
- Rebuilt alternator, new regulator and new mounting hardware
- New front and side rubber isolator mounts and new mounting hardware

20.02 THROTTLE CONTROL SYSTEM

The accelerator treadle will be replaced with new. A new throttle position sensor (TPS) will be installed that is compatible with the Cummins ReCon engine.

20.03 HOSES & LINES

All hoses and flexible lines in the engine compartment will be replaced with new. Hard copper and stainless-steel lines will be cleaned and inspected. Any damaged hard pipe sections in the engine compartment will be repaired or replaced as needed. All hard pipe insulation will be replaced with new. (See section 11.02)

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS STANDARD SCOPE OF WORK

21.00 TRANSMISSION

The transmission will be replaced with a rebuilt transmission. The rebuilt transmission will be installed with a new flex plate assembly and new flex plate hardware. The transmission starter ring gear will be inspected for damage or excessive wear. Defective ring gear will be replaced as needed. The rebuilt transmission will be installed with new flexible hoses. (See section 11.02)

The transmission cooler will be flushed, and pressure tested. Defective transmission coolers will be repaired or replaced as needed. The transmission shift selector and TCM will be function tested. Defective components will be repaired or replaced as needed.

42.00 INFORMATION REQUIRED FOR QUOTING PURPOSES

1.07 EXTERIOR PAINT & DECALS

White Paint Code: Price 2-color paint – white with blue stripe

Decal Scheme Layout: _____

20.00 ENGINE

Engine Make: _____ Model: _____ Serial #: _____ EPA Year: 2007

After Treatment Make: _____ Model: _____ Part #: _____

21.00 TRANSMISSION

Transmission Make: _____ Model: _____ Serial #: _____

43.00 CUSTOMER PREFERRED FLUIDS

Engine Oil: _____

Transmission Oil: _____

Hydraulic Oil: _____

Gear Oil: _____

Coolant / Antifreeze: _____

44.00 OPTIONAL SOW UPGRADE ITEMS

New Destination Sign Mfr.: Luminator Dest. Model: Smart Series – Front & Side Signs – multicolor characters

New Wheelchair Ramp Mfr.: NO – rebuild existing Ramp Model: _____

New Camera System Mfr.: Customer provided Apollo 6 camera system. Pre – wire request – Pre-wire for power to head unit in electronics cabinet behind driver. Pre-wire for runs to 6 cameras from head unit.

PURCHASE OF REFURBISHED 30' DIESEL TRANSIT BUS STANDARD SCOPE OF WORK

Drivers Seat: New Recaro Ergo Metro Suspension Drivers seat, dual armrests, adjustable headrest, pushbutton activated fore/aft sliding, black transit cloth, seat belt alarm, seat cushion alarm

Two Way radio and antenna prewire – Pre-wire for power to A pillar in cockpit. Pre-wire for wire from radio to antenna on roof. Kenwood two way radio, no model number provided

Floor Covering: Altro Meta storm #TFM27903

Farebox Pre - wiring under floor for Genfare farebox

New Qpod wheelchair restraints – 2 each, one street, one curbside

TripSpark CAD / AVL Prewire

Power to computer in electronics cabinet behind driver

Wire from computer to tablet in driver's cockpit

Wire from computer to front and rear doors for passenger counter

Wire from computer to router

Wire from computer to antenna on roof

Wire from computer to information sign on header at ceiling mid-bus at the front axle vestibule



September 8, 2025

Minot City Transit
515 2nd Avenue SW
Minot, ND 58701
Attention: Brian Horinka, Vehicle Maintenance Supervisor
Email: brian.horinka@minotnd.org

Re: Refurbished 2006 30ft Gillig G29E102R2 Low Floor Bus

On behalf of the entire Complete Coach Works (CCW) team, I am pleased to provide the following quote for the purchase of a refurbished 2006 30ft Gillig Low Floor Bus. As the largest rehabilitation, retrofit, and upgrade company in North America, with over thirty-eight (38) years of experience, Complete Coach Works stands uniquely qualified to partner with Minot City Transit on this project.

CCW along with Minot City Transit developed a scope of work tailored to fit Minot City Transit's needs. Our quote is based on this scope which is attached for reference.

Bus Refurbishment (per attached scope of work)	\$449,775.48
Delivery	<u>\$4,720.44</u>
Total Price	\$454,496.92

Pricing is based on work being performed at CCW's facility and using WA State DES Contract #06719-04 for Rebuilt Transit Buses. Quoted price does not include applicable sales tax, title transfer or registration fees. Should there be any additions to the scope of work, the price quoted will be revised to reflect the change.

We appreciate the opportunity to provide Minot City Transit this quote and look forward to your favorable response.

Sincerely,

Jay Raber
Regional Sales Manager

JR/pr

MINOT GILLIG BUS REHAB QUOTE BREAKDOWN

DESCRIPTION	Line Total
Exterior Body, Paint & Undercarriage Structure Total	\$ 27,505.21
Entrance and Exit Passenger Doors Total	\$ 12,643.29
Roof Escape Hatches & Ventilators Total	\$ 1,662.15
Passenger & Driver's Windows, Windshields & Front Destination Glazings Total	\$ 34,195.07
Driver's Seat, Passenger Seats & Stanchions Total	\$ 22,375.00
Interior Flooring, Panels, Driver's Area and Lighting Total	\$ 43,598.48
Wheelchair Ramp & ADA Restraint System Total	\$ 39,744.10
Exterior Lights Total	\$ 7,182.00
Destination Sign System Total	\$ 15,844.50
Electrical System Total	\$ 7,007.49
Engine Compartment Total	\$ 13,059.42
Front Axle & Suspension Total	\$ 12,041.92
Power Steering Total	\$ 7,531.55
Rear Axle & Suspension Total	\$ 10,325.70
Air System Total	\$ 8,005.68
Front & Rear Brakes Total	\$ 18,329.31
Heating & Air Conditioning Total	\$ 30,383.30
Radiator/CAC & Surge Tank Total	\$ 8,828.60
Exhaust System Total	\$ 5,103.10
Engine Total	\$ 97,329.34
Transmission Total	\$ 14,860.89
Option Total	\$ 12,219.39
Grand Total	\$ 449,775.48



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: September 15, 2025

SUBJECT: LOCAL PREFERENCE BIDDING POLICY

I. RECOMMENDED ACTION

This item is submitted without a recommendation. It includes a local bidding preference resolution for council discussion. City council will decide whether to implement it or not. If implemented, the local preference language will be included in bid documents that utilize local preference bidding.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In April of 2025, City Council directed staff to draft a local preference policy for bidding projects, equipment and services that require sealed bids.

B. Proposed Project

The attached resolution would apply to procurement of equipment, bidding of construction projects or acquiring services that require a competitive bidding process. Any entity wanting to be considered as a local business will need to fill out an application and certify that they meet at least two of the three criteria for determining a local business and submit supporting documentation. Once the Finance Department verifies their information and certifies them as a local business the entity will be considered a local business for consideration during bidding. The certification will need to be renewed every two years. A certified local business will have the ability to match the bid of a non-local business that submits the lowest bid if they are within 5% of the low bid.

Not all projects will be able to utilize a local preference during bidding due to state or federal procurement laws. Staff will outline whether local preference was used when recommending the award of bids to council.

The policy, if approved, would become effective January 1, 2026, and contractors would need to renew in January every other year.

C. Recommendation Detail

This item is submitted without a recommendation.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

This agenda item doesn't have a fiscal impact since it allows a local bidder to match a lower bid by a non-local bidder

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council can elect to either adopt the attached resolution for a local preference policy, modify the attached resolution, or decline the resolution altogether.



RESOLUTION NO. _____

**CITY OF MINOT
COUNTY OF WARD
STATE OF NORTH DAKOTA**

**A RESOLUTION ADOPTING A LOCAL BUSINESS PREFERENCE POLICY IN
SPECIFIC CITY CONTRACTS**

WHEREAS, the City of Minot is a home rule city, has adopted a home rule charter in accordance with chapter 40-05.1 of the North Dakota Century Code (N.D.C.C), and has the authority to adopt resolutions and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof;

WHEREAS, the City of Minot desires to promote fiscal responsibility and maximize the amount of citizen tax dollars that remain in the local economy for the benefit of all of its citizens by creating a contracting preference for local businesses; and

WHEREAS, by adopting this resolution, the Minot City Council is adopting a local business preference policy aimed at maximizing the effectiveness of local tax dollars by ensuring a portion of the City's tax dollars remain in the local economy; and

WHEREAS, by adopting this resolution, the Minot City Council is placing an affirmative duty on city departments to grant preference to local businesses unless prohibited by granting agencies, Federal law, State law, the City's ordinances, or if doing so would be contrary to the best interests of the City; and

THEREFORE, BE IT HEREBY RESOLVED, the Minot City Council does hereby adopt the following local business preference policy for specific City contracts:

LOCAL BUSINESS PREFERENCE POLICY

1. Local Business Preference Granted. Where competitive bidding is utilized for the purchase of supplies, equipment, materials, or general services, the City of Minot may grant preference to a local business that submits a quote or bid within five percent (5%) of the lowest responsible bidder and who is otherwise responsive to the invitation for bids. Local bidders must bid with the same specification as required of nonlocal bidders. Staff shall advise bidders in the advertisement for bids whether the local business preference will apply.
2. Local Business Defined. For purposes of this section, a "local business" means a business enterprise including, but not limited to, a sole

proprietor, partnership, or corporation that satisfies no less than two (2) of the following criteria listed below:

- a. the business information on the North Dakota Secretary of State's website shows the business was formed in North Dakota, and their principal and mailing addresses are located either in the City of Minot, or within a twenty-five (25) mile radius of the City of Minot; and
- b. the business has maintained a store-front, building, or other structure within the City of Minot or within a twenty-five (25) mile radius of the City of Minot at least six (6) months prior to the date of application; and
- c. the business has at least six (6) full -time employees that regularly conducted work and business in the City of Minot at least six (6) months prior to the date of application.

3. Local Bidder Certificate Required.

- a. A potential bidder seeking local business preference must submit a certified, complete application to become a local bidder to the City Finance Department no later than five (5) calendar days prior to the date bids are received on any potential projects, and before it will be allowed to receive local business preference.

- i. For each of the criteria listed in paragraph 2 of this policy, the City requires that the following supporting documentation be submitted along with the application for local business preference:

- 1. **Business Documents.** A copy of the Business's Articles of Incorporation/Organization or most recent federal income tax return – or if the potential Bidder is a partnership, a copy of the Partnership Agreement.
- 2. **Business Information.** Addresses of any store-fronts, buildings, or other structures within the City of Minot or within a twenty-five miles radius of the City of Minot.
- 3. **Employees.** A list of at least six (6) full-time employees at the Business's location, including their name, business address, business phone number, a brief description of the work they conduct on behalf of the business, and the number of years they have provided that work

for the business.

- b. The City Finance Director shall have the authority to issue the certification. Approval or denial of a certificate can be appealed by any person or entity to the next meeting of the City Council.
- c. The certification as a Local Bidder shall expire at the end of the second calendar year from the date of the initial approval of the application. Following expiration, a business is no longer a Local Bidder for purposes of applying the Local Business Preference. To continue receiving preference, potential bidders must submit for renewal and provided updated supporting documentation as a Local Bidder to the City Finance Department, and establish that it continues to meet the requirements of this policy in order to continue to receive Local Business Preference. Renewals will be biennial.
- d. Local Bidders are under a continuing duty to immediately inform the City Finance Department in writing of any changes in their business, if as a result of such changes, the business would no longer qualify as a Local Bidder under this policy.
- e. This policy may be amended by the City Council from time to time, which can alter a business's qualifications that make it considered a Local Bidder. Should such amendments be made, continued participation in the program can be discontinued, or future recertification denied.

4. Procedure.

- a. Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent of the lowest responsible bidder, with notice and an opportunity to review and adopt the bid of the lowest responsible bidder.
 - i. In the event there are multiple local businesses that submit responsible bids within five percent of the lowest responsible bidder, local business preference policy will extend only to the lowest of the local responsible bidders.
 - ii. In the event multiple local business bidders submit equivalent lowest responsible bids within five percent of the lowest bidder, the City will provide notice and an opportunity to match the bid of the lowest responsible bidder to the local businesses with equivalent low responsible bids.

- b. Upon notice being provided pursuant to this paragraph, the local business shall have two full business days to provide written notice to the purchasing agent of its desire to match that of the lowest responsible bidder.
 - i. In the event the local business elects to match, the contract will be awarded to the local business.
 - ii. In the event the local business provided the opportunity to match does not opt to match the lowest responsible bid, the award of the contract shall be given to the lowest responsible bidder.
 - iii. In the event multiple local businesses are given the opportunity to match that of the lowest responsible bidder, and multiple local business bidders opt to match the low bid – the City will draw names to determine which eligible local business receives the contract. All bidders shall be provided notice of the date, time, and location where the names will be drawn for the contract.
- c. In instances where a local business and nonlocal business submit equivalent lowest responsible bids, the purchasing officer shall give preference to the local business.
- d. In the event multiple local businesses submit equivalent lowest responsible bids, the City will draw names to determine which eligible local business receives the contract. All bidders shall be provided notice of the date, time, and location where the names will be drawn for the contract.
- e. All notices required under this section must be made in writing, and may be submitted to the purchasing agent electronically.
- f. Local preference as set forth in this section shall only apply if factors such as quality, previous performance, and availability are equal among bidders.

5. Exceptions.

- a. This policy does not apply to any contract where the state or federal government participates in the form of a grant or loan, the City acts as a conduit for state or federal money, cooperative purchases with other agencies, or in which the granting of a preference may not be permissible under state or federal law.

- b. This policy will not apply to contracts in which the City has determined that it would unduly interfere with department needs. In such cases, the contracting department shall make this exception known in writing to the City Council and obtain their approval to enter into the contract.
- c. This will not apply to contracts where the City Council has determined that it would not be in the best interests for the City.

6. Nothing in this policy shall prohibit the City from rejecting any or all bids, as permitted by law.

BE IT FURTHER RESOLVED that the local preference granted by this resolution is effective January 1, 2026 for bids on City of Minot Projects advertised for bid after formal adoption of this resolution and shall remain in effect until repealed or otherwise modified by the Minot City Council.

Adopted this _____ day of _____, 2025 by the City of Minot.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor



TO: Mayor and Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: September 15, 2025

SUBJECT: ~~PATHFINDER SERVICES OF ND (PSND) AGREEMENTS - PULLED~~

I. RECOMMENDED ACTION

~~It is recommended City Council approve the Operations and Maintenance Lease, Commercial Lease along with the reassignment of the commercial leases for Oishii Ramen and The Lord's Cupboard.~~

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The "Broadway Circle" complex consists of commercial space (101 19th Ave SW), a Family Homeless Shelter (15 19th Ave SW) and a 17-unit apartment complex (45 19th Ave SW). The City of Minot terminated the Subrecipient Contract with Project BEE in February 2024. By doing so, the City was reassigned the commercial lease agreements with Hibachi Grill. LLC (dba Oishii Ramen) and The Welcome Table (dba The Lord's Cupboard). On May 5, 2025, the City Council approved Pathfinder Service of ND (PSND) to lease, operate and maintain Broadway Circle. This agreement outlines PSND and the City's roles and responsibilities. The agreement will remain in effect for a 20-year period, which meets the federal affordability period. In addition to the operation and maintenance of the property, PSND has agreed to a commercial lease on the property in which PSND will pay the City of Minot a contracted price of \$5,000/month.

B. Proposed Project

PSND will operate and maintain the Broadway Circle complex for a period of 20 years. Guidelines for this is outlined in the attached Operation and Maintenance Agreement. In addition, PSND will be assigned the existing commercial leases and will be considered the Landlord for these businesses.

C. Recommendation Detail

Staff recommend Council approve the Operations and Maintenance Lease, Commercial Lease along with the reassignment of the commercial leases for

Hibachi Grill, LLC (dba Oishii Ramen) and The Welcome Table (dba The Lord's Cupboard).

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Pathfinder Services of North Dakota will operate and maintain the commercial building, along with the Family Homeless Shelter and 17-unit LMI Apartment Complex for a period of 20 years. This will ensure there are services available to vulnerable residents within the City of Minot.

C. Fiscal Impact

Pathfinder Services of North Dakota will lease the property from the City for a 20-year period.

Project Costs

There are no costs for this. PSND will pay the City \$5,000/month to lease the property for 20 years.

Project Funding

The Broadway Circle Property was constructed using CDBG-NDR, Allocation 1 funds along with city reserves to complete the project.

VI. ALTERNATIVES

Not authorizing the Operation and Maintenance, Commercial and the reassignment of the commercial contracts would not authorize PSND to manage the complex. This would revert back to the City, who would be required to operate the complex moving forward.



BROADWAY CIRCLE
COMMERCIAL LEASE AGREEMENT

1. The Parties:

- a. This commercial lease agreement ("Agreement") is made by and between:

Landlord: City of Minot, ND
PO Box 5006
Minot, ND 58702-5006

Tenant: Pathfinder Services of ND (PSND)
PO Box 758
Minot, ND 58702-0758

- b. The Landlord and the Tenant are each referred to herein as a "Party", and collectively as the "Parties."

2. Description of Leased Property:

- a. The Landlord agrees to lease to the Tenant the following described properties:

- i. A three (3) unit commercial building consisting of 101 19th Ave SW (12,045 sq ft) – Suite A (4,545 sq ft), Suite B (5,575 sq ft), and Suite C (1,925 sq ft) – collectively referred to as the "Commercial Building"; and
- ii. A family homeless shelter consisting of 15 19th Ave SW (8,335 sq ft) – hereinafter referred to as the "Family Homeless Shelter"; and
- iii. A seventeen (17) unit apartment complex for low to moderate income (LMI) households consisting of 45 19th Ave SW – 17 (16,168 sq ft) – hereinafter referred to as the "LMI Apartment Complex."

- b. The Commercial Building, Family Homeless Shelter, LMI Apartment Complex shall collectively be referred to herein as "Broadway Circle." The total square footage for the entire Broadway Circle lot is 103,255 sq ft.

3. Term:

- a. The term of this Agreement shall be for an Affordability Period of twenty (20) years, starting on October 1, 2025, and expiring at midnight on September 30, 2045 ("Term").

4. Possession of Broadway Circle:

- a. Tenant may take possession of Broadway Circle on September 15, 2025 for the purpose of moving in their possessions and setting up the Premises, so long as all insurance requirements as indicated paragraph "14. Indemnification, Insurance and Bonding" and "Exhibit A," are fully in place.

5. Rent:

- a. During the term of the Affordability Period, the Tenant agrees to pay to the Landlord rent in the amount of five thousand dollars (\$5,000) per month.
- b. The Landlord will waive rental payments through March 2026 so long as Tenant applies any

and all program income that would have been paid to Landlord as rent to acquiring equipment, services, and installing fixtures necessary to open and operate the Broadway Circle complex. Rental obligations will resume April 1, 2026 unless the parties agree otherwise in writing.

- c. Rent payments are due on the first (1st) of each month. Payments can be delivered to the Landlord at 10 3rd Ave SW, Minot, ND 58701 or mailed to City of Minot, PO Box 5006, Minot, ND 58702-5006.
- d. If rent payments are not received within five (5) days of the due date, Landlord will assess a late fee of five percent (5%) of the monthly rent. As stated in the "12. Termination" clause of this Agreement, if Tenant fails to pay rent within fifteen (15) days of the due date, Landlord may declare Tenant to be in breach and shall have the option to terminate this Agreement.
- e. At the conclusion of the Affordability Period, this Agreement, including the Rent terms, can be renegotiated as long as the property continues to serve the public as intended at the beginning of the initial Affordability Period (see paragraph "10. Permitted Uses"). If Tenant no longer desires to serve the public as described in Paragraph 10 of this Agreement, Landlord shall have the option to terminate this Agreement.

6. **Security Deposits:**

- a. Tenant will not be required to pay a security deposit to Landlord.
- b. Landlord will transfer any security deposit received from existing tenants of the Commercial Building to Tenant.

7. **Utilities:** Tenant shall be responsible for all utilities serving Broadway Circle, including but not limited to electricity, gas, water, and sewer.

8. **Property Taxes:** Tenant shall pay all property taxes assessed to any addresses located at Broadway Circle.

9. **Commercial Leases Assignments:**

- a. The Tenant agrees to assume the commercial leases for:
 - i. Hibachi Express, LLC, dba Oishii Ramen – 101 19th Ave. SW, Suite A
 - ii. The Welcome Table, dba The Lord's Cupboard – 101 19th Ave. SW, Suite B
- b. Tenant is authorized to rent the commercial space located at 101 19th Ave SW Suite C, which is currently vacant.
- c. Rental payments received by Tenant are considered program income and must be used in accordance with 24 CFR 570.504.

10. **Permitted Uses:**

- a. Tenant agrees to use Broadway Circle for the following purposes:
 - i. *The Commercial Building.* These suites can be used for commercial space which may include food services, a childcare center, or office space. No space in this building can be used for temporary or permanent housing.
 - ii. *Family Homeless Shelter.* The Family Homeless Shelter must be operated according to the Shelter and Housing Standards outlined in 24 CFR 576.403.
 - iii. *LMI Apartment Complex.* This building must be rented to residents who are at or below

the eighty percent (80%) income level as identified by the Department of Housing and Urban Development guidelines, which are released on an annual basis.

11. **Tenant's Holding Over:** If Tenant remains in possession of Broadway Circle after this Agreement expires, and Landlord accepts rent from Tenant, this Agreement shall be deemed renewed on a month-to-month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.

12. **Termination**

- a. If a Party fails to comply with any of the material provisions of this Agreement, other than Tenant's covenant to pay Rent, or materially fails to comply with any duties imposed on a Party by statute, the non-breaching Party will advise the breaching Party in writing of the event justifying a suspension or termination under this paragraph and grant the breaching Party a reasonable amount of time not to exceed thirty (30) days to respond.
- b. If within thirty (30) days after receipt of such notice, the alleged breaching Party has not either corrected the alleged breach or, in the case of failure which cannot be corrected in thirty (30) days, has begun in good faith to correct said failure and thereafter proceed diligently to complete the correction, the non-breaching Party may declare the breaching Party to be in default of this Agreement and proceed to suspend or terminate this Agreement.
- c. If Tenant fails to pay rent within fifteen (15) days of the date and time payable under the terms of Paragraph "5. Rent" of this Agreement, Landlord may declare Tenant to be in breach and Landlord shall have the option to terminate this Agreement.

13. **Notice:**

- a. Any notice, request, instruction or other document to be given hereunder to either Party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement.
- b. A Party may change the address to which notices are to be sent to it by giving written notice of such a change of address to the other Party in the manner provided for giving notice.
- c. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which it was personally delivered or, if sent by certified or registered mail, on the day on which it was received and signed for.
- d. Notices shall be addressed as follows:

City of Minot:
Attn: City Clerk
Address: PO Box 5006, Minot, ND 58702-5006
Phone: 701-857-4752
Email: clerk@minotnd.gov

Pathfinder Services of ND:
Project Contract Manager: Jacki Harasym, Finance and Grant Specialist
Address: PO Box 758, Minot, ND 58702-0758
Phone: 701-837-7500
Email: finance@pathfinder-nd.org

14. **Indemnification, Insurance and Bonding:**

- i. Tenant agrees to indemnify Landlord and hold it harmless from any and all

claims for damage or injury to persons or property, including costs of defense against such claims, arising out of or as a result of any transaction or occurrence on or about Broadway Circle during the term of this Agreement, or any breach of Tenant in the performance of any of Tenant's obligations.

- ii. Tenant must maintain the insurance and bonding for itself and its subcontractors, through companies authorized to offer insurance coverage in North Dakota, as set forth in the attached Exhibit A.

15. **Binding Effect:** The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.

16. **Parties' Representations and Warranties:** The Parties represent and warrant that the following representations are material inducements for the Parties to enter into this Agreement:

- a. Landlord is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Landlord of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Landlord is a party or by which Landlord is bound.
- b. That Tenant is a non-profit organization, has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Tenant of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Tenant is a party or by which Tenant is bound.
- c. All actions required to authorize Landlord and Tenant to enter into this Agreement have been taken, and this Agreement is valid and enforceable in accordance with its terms.
- d. Each person executing this Agreement on behalf of Landlord and Tenant have the full power and authority to bind the Parties to the terms hereof.
- e. The following Exhibits are included and incorporated as if fully set forth herein:

- i. **Exhibit A:** Insurance and Bonding Requirements
- ii. **Exhibit B:** City of Minot Standard Terms and Conditions

17. **Modification:** The Parties agree that this document contains the entire agreement between the Parties, and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by both Parties.

18. **Entire Agreement:** This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any

representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

City of Minot:

By: Mark Jantzer
Title: Mayor, City of Minot Title:

Date: _____

Attest:

By: Mikayla McWilliams
Title: City Clerk

Date: _____

Attest:

By: David Lakefield
Title: Finance Director, City of Minot

Date: _____

Pathfinder Services of ND:

By:

Date: _____

Attest:

By:
Title:

Date: _____

Exhibit A
Insurance and Bonding Requirements

- a. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Property insurance insuring the full and true replacement value of all Tenant's real property and personal property located on or in the buildings in which the leased premises are located for all losses.
- c. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- d. Workers' Compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Agreement. For the purposes of this Agreement, the only state of operation is North Dakota.
- e. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance.
- f. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. PSND must continually maintain such coverage during the Affordability Period and for three (3) years thereafter.

The insurance coverage listed above must meet the following additional requirements:

- g. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of PSND. The amount of any deductible or self-retention is subject to approval by the City.
- h. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the City.
- i. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in the Agreement.
- j. The City shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of PSND.
- k. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the City.
- l. PSND shall furnish a certificate of insurance to the City before commencement of this Agreement.
- m. Failure to provide insurance as required in this Agreement is a material breach of the contract, entitling the City to terminate this Agreement immediately.
- n. PSND shall provide thirty (30) days' notice of any cancellation or material change to the policies or endorsements. PSND shall provide on an ongoing basis a certificate of insurance during the term of the Agreement. A renewal certificate will be provided ten (10) days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) days in the event of any change in policy.

Exhibit B
City of Minot Standard Terms and Conditions

1. **Applicable Law/Venue:** This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be adjudicated in Ward County District Court.
2. **Severability:** If any provision of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Agreement did not contain that term.
3. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic and scanned signatures shall be valid and binding.
4. **Headings:** Any headings or subheadings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
5. **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, or government actions.
6. **Independent Contractor Status:** This Agreement does not create any employer-employee relationship. Tenant is an independent contractor, and the Landlord is not responsible for benefits, payroll, taxes or insurance for Tenant staff.
7. **Survival:** The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions of this Agreement are amended or are suspended.
8. **Waiver:** The Landlord's failure to act with respect to a breach by Tenant does not waive its right to act with respect to subsequent or similar breaches. Any failure of the Landlord to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.



**BROADWAY CIRCLE
OPERATIONS & MAINTENANCE AGREEMENT**

THIS OPERATIONS AND MAINTENANCE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 between the City of Minot ("City") and Pathfinder Services of ND ("PSND"). City and PSND are referred to throughout this document individually as a "Party" and collectively referred to as the "Parties."

The purpose of this Agreement is to define how PSND will operate and maintain the Broadway Circle project ("Premises"), which includes:

1. A three-(3) unit commercial building ("Commercial Building"); and
2. A Family Homeless Shelter; and
3. A seventeen- (17) unit apartment complex for low- to- moderate income (LMI) households ("LMI Apartment Complex").

The addresses for units within the Broadway Circle project include: 101 19th Ave SW, 15 19th Ave SW, 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW #202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #207, 45 19th Ave SW #208, 45 19th Ave SW #210 – all located in Minot, North Dakota.

I. Recitals

WHEREAS, the City received \$74.3 million from the U.S. Department of Housing and Urban Development ("HUD") pursuant to Public Law PL 113-2 (the Appropriations Act) and the Federal Register Notice dated June 7, 2016, at Federal Register/ Vol. 81, No. 109, for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et. seq.) and described in the City of Minot's National Disaster Resilience Competition Action Plan ("Action Plan"); and

WHEREAS, a portion of the federal award described in the preceding paragraph was used to acquire and build the Broadway Circle project; and

WHEREAS, on May 5, 2025, the City accepted a proposal from PSND to lease, operate and maintain the Broadway Circle project; and

WHEREAS, there are presently two (2) units in the Broadway Circle project leased to third-parties – one (1) unit to The Welcome Table, dba The Lord's Cupboard (hereinafter "The Lord's Cupboard"), and one (1) unit to Chen Cheng Huan, dba The Hibachi Express, LLC, aka Oishii Ramen (hereinafter, "Oishii Ramen") and Lease Agreements with these third parties are attached hereto as Exhibit A and Exhibit B, respectively, and said Lease Agreements will be assigned to PSND; and

WHEREAS, PSND agrees to comply with the applicable requirements of Title 24 of the Code of Federal Regulations, Part 570 of HUD's regulations concerning CDBG, including subpart K of these regulations, except as may be otherwise stated in this Agreement and as CDBG-DR regulatory waivers have been granted by HUD and alternative requirements have been specified pursuant to FR-Vol. 81, No. 109/Tuesday June 7 2016. PSND also agrees to comply with all other applicable federal, state and local laws, regulations, and policies; and

WHEREAS, Parties acknowledge their intention to perform the terms of this Agreement in good faith; and

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and

covenants herein contained, the Parties hereby agree as follows:

II. PSND Obligations

1. **Operate and Maintain the Commercial Building.** PSND has assumed the City's interest in the existing Commercial Leases for the Broadway Circle commercial building and will be responsible for operating and maintaining both the common areas and the individual leased spaces. PSND shall act as the landlord for all commercial tenants, with full responsibility for day-to-day operations, tenant communications, lease administration, rent collection, and all maintenance and repair obligations related to the commercial building.
2. **Operate and Maintain Family Homeless Shelter.** PSND will operate and maintain the Family Homeless Shelter according to the Federal Shelter and Housing Standards located at 24 CFR 576.403 for an Affordability Period of twenty (20) years. The start date of this period will begin on October 1, 2025.
3. **Operate and Maintain the LMI Apartment Complex.** PSND will operate and maintain the seventeen (17) unit LMI Apartment Complex for a twenty (20) year Affordability Period. The start date of this period will begin on the date the Parties have signed this Agreement.
 - a. During the twenty (20) year Affordability Period, PSND must ensure all seventeen (17) units will be LMI at the eighty percent (80%) level as defined by HUD's annual income guidelines for the duration of the Affordability Period. PSND must keep documentation to prove tenants meet HUD LMI requirements.
 - b. Rents for all units are limited to the HOME program rents furnished by HUD on a yearly basis (Exhibit C). The rents for a CDBG contribution plus project-based rental subsidy is the rent allowable under the Federal or State project-based rental subsidy program, LMI tenants have household incomes at or below eighty percent (80%) of the area median income ("AMI") for Ward County, North Dakota. Maximum rental amounts are adjusted annually by HUD based on income limits prevailing for the location of the rental housing, which are published by HUD for the Section 8 rental assistance program on HUD's website. PSND will adjust the maximum rental amount within thirty (30) days of publication of the new income limits and apply the maximum amount to all new leases executed after that time. Assisted rental units including rent and utilities may not exceed the Fair Market Rent ("FMR") for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111.
4. **PSND Minimum Maintenance Standards.** PSND shall, at its sole cost and expense, be responsible for all maintenance, repairs, and replacements necessary to keep the Premises, including the interior and exterior portions, structural components, roof, plumbing, HVAC, electrical systems, parking areas, sidewalks, landscaping, and all other improvements, in good condition and repair throughout the term of this Lease, reasonable wear and tear excepted. Lessee shall promptly make all repairs and replacements necessary to maintain the Premises in compliance with all applicable laws, ordinances, and regulations. Minimum expectations are set forth in more particularity in the attached Exhibit E.
5. **Maintain HUD Compliant Financial and Administrative Systems.** PSND will comply with the requirements and standards of 2 CFR et. seq. as applicable, including establishing and/or maintaining compliant accounting systems. Such systems will be subject to monitoring from time to time by City and/or by HUD.
6. **Program Income.** PSND must follow 24 CFR 570.504 when using any income generated from the Broadway Circle project. Any use of Program Income must align with the activities permitted under this Agreement.
7. **Legal Notices and General Legal Compliance.** PSND will provide all notices and comply with laws, ordinances, building codes and regulations of the City as needed to perform project activities.
 - a. **Obligation to actively pursue alternate funding sources.** PSND agrees that it will pursue alternate funding sources to continue the operation and maintenance of the Broadway Circle

- Project and that any federal funding provided by the City will supplement, not replace, other available funding.
- b. **Compliance with all agreements.** PSND agrees to comply with the terms and conditions stated in this Agreement and the terms and conditions contained in all City Agreements relating to the Broadway Circle project.
8. **Conflicts-of-Interest.** PSND shall comply with all HUD Conflict-of-Interest requirements and incorporate those requirements into all contractor and subcontractor agreements.
 9. **Mandatory Reporting.** PSND must provide the following mandatory reports at no cost to City
 - a. **Annual Audit.** PSND shall provide City with an annual financial audit performed by an outside company.
 - b. **Quarterly Progress Reports.** PSND will provide a quarterly progress report to City as to activities conducted at the Broadway Circle project.
 - c. **Quarterly Rent Reports.** PSND will provide quarterly progress rent reports to City as well as any new or updated income verification gathered for Broadway Circle tenants.
 10. **Site Access.** PSND shall provide access to the Broadway Circle project upon receipt of the City's request.
 11. **Affirmative Marketing Plan.** PSND shall provide an Affirmative Marketing Plan (Exhibit D) to the City prior to generating new rental activity. If there is a higher-than-normal vacancy rate, PSND will provide, as supplemental information in its quarterly monitor session, with a written report to the City that may include: (1) evidence of a Marketing Plan in place to fill the vacant units; (2) documentation of all advertisements, website postings, listings, open houses, etc. PSND has undertaken to fill the vacant units; (3) information relating to the number and location of each vacant unit; (4) documentation establishing the seventeen (17) apartment units are being operated and maintained according to HUD Quality Standards for affordable housing set forth in 24 CFR, section 982.401 and City of Minot Code.
 12. **Property Taxes and Special Assessments.** PSND shall remain current with all property taxes and special assessments relating to 101 19th Ave SW, 15 19th Ave SW, 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW #202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #207, 45 19th Ave SW #208, 45 19th Ave SW #210. Failure to remain current with all property taxes and special assessments shall be considered a material breach of this Agreement.
 13. **Audit Finding Resolution.** PSND must work with the City to resolve any deficiencies noted in audit reports within thirty (30) days after PSND's receipt of the deficiencies.
 14. **Insurance and Bonding.** PSND must maintain the insurance for itself and its subcontractors, through companies authorized to offer insurance coverage in North Dakota, as set forth in the attached Exhibit F.

III. City Obligations

1. **PSND Board of Directors Appointment.** The City will appoint a representative to be a non-voting member of PSND's Board of Directors during the twenty (20) year Affordability Period.
2. **Monitoring.** City will monitor PSND quarterly to ensure compliance with HUD rules and this Agreement. The City may perform this activity or may contract a firm qualified, at the City's sole discretion and expense, to perform the monitoring.
 - a. **Criteria.** City will consider the information provided in PSND's annual audit and quarterly reports to determine compliance with this Agreement, as well as any observations made

during site visits, but such reports and observations may not be the sole basis on which to confirm compliance.

- b. Fee. The City may charge an annual fee of \$1,000 to cover the costs of ongoing monitoring and inspections to comply with the Affordability Period requirements. PSND agrees to pay any fee imposed by the City within thirty (30) days of receipt of an invoice from the City.
- c. Mandatory Compliance with Monitoring. Failure to permit on-site monitoring or failure to provide the required monitoring and inspection information and documentation may result in the termination of this Agreement.

IV. General Conditions

1. **Compliance with Federal, State, and Local Laws.** The Parties agree to comply with all applicable federal, state, and local laws, city ordinances, HUD rules and regulations, and policies governing the funds provided under this Agreement including the applicable Federal Requirements attached hereto as Exhibit G.
2. **Confidential Tenant Data.** The Parties will ensure confidential tenant information collected pursuant to this Agreement is maintained in confidence in accordance with applicable state and federal privacy laws. The Parties understand that the use or disclosure of such information, when not directly connected to activities required by this Agreement or federal or state law, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
3. **Transfer of Interest in Property.** Neither Party shall sell or otherwise transfer any of their interest in the Broadway Circle project without first giving notice to the other Party. PSND shall not sell or transfer their interest in this Agreement or the Broadway Circle project without first receiving prior written permission from the City. In the event the City approves of PSND transferring any interest in this Agreement or the Broadway Circle project to a third party, all PSND obligations shall be conveyed to the transferee by written agreement, and the obligations of this Agreement shall be acknowledged and agreed to by the transferee through the full term of the Affordability Period described in this Agreement. PSND must provide a copy of the written final agreement between PSND and the transferee within three (3) business days of execution. Failure to comply with the obligations in this paragraph shall be considered a material breach of this Agreement and may result in termination in the City's sole discretion.
4. **Records.**
 - a. Access. All PSND records related to this Agreement shall be made available to the City and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours and as often as deemed necessary by the City. Any deficiencies noted in audit reports must be fully cleared by PSND within thirty (30) days after receipt of the audit findings by PSND. PSND's failure to comply with these requirements will constitute a violation and could lead to termination of this Agreement.
 - b. Compliance with Public Records Laws. PSND understands that the City must disclose to the public, upon request, any records it receives from PSND. PSND further understands that any records obtained or generated by PSND under this Agreement may be open to the public upon request under the North Dakota public records law and NDCC Statute for Open Records. At no additional cost to the City, PSND agrees to contact the City promptly upon receiving a request for information under the public records request laws and to comply with the City's instructions on how to respond to the request.
5. **Independent Contractor Status.** This Agreement does not create any employer-employee relationship. PSND is an independent contractor, and the City is not responsible for benefits, payroll, taxes, or insurance for PSND staff.

6. **Waiver.** The City's failure to act with respect to a breach by PSND does not waive its right to act with respect to subsequent or similar breaches. Any failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
7. **Suspension or Termination.**
- a. **Suspension or Termination for Cause by City.** Pursuant to 2 CFR 200, City may suspend or terminate this Agreement if PSND does any of the following:
 - i. Fails to comply with any rules, regulations, laws that affects or is contemplated by, or any of the terms of this Agreement;
 - ii. Fails to meet the deadlines or performance expectations outlined in this Agreement;
 - iii. Submits reports that are false or incomplete in a significant way; or
 - iv. Commits another significant breach of this Agreement.
 - b. **Suspension or Termination for Cause by PSND.** PSND may exercise any rights available to it under North Dakota law to terminate this Agreement for cause upon the failure of City to comply with the terms and conditions of this Agreement.
 - c. **Notice and an Opportunity to Cure Required.** The terminating and suspending Party will advise the other Party in writing of the event justifying a suspension or termination under this paragraph and grant the other Party a reasonable amount of time not to exceed thirty (30) days to respond. If within thirty (30) days after receipt of such notice, the alleged breaching Party has not either corrected the alleged breach or, in the case of failure which cannot be corrected in thirty (30) days, has begun in good faith to correct said failure and thereafter proceed diligently to complete the correction - the non-breaching Party may declare the breaching Party to be in default of this Agreement and proceed to suspend or terminate this Agreement.
 - d. **Termination for Convenience.** In accordance with 2 CFR 200, either Party may terminate this Agreement (or parts of the Agreement) for convenience with written notice stating the reason, effective date, and what parts of the Agreement (if not the entire Agreement) are being terminated.
 - e. **Termination by City if Material Change to Operation and Maintenance of Broadway Circle.** The City reserves the right to terminate this Agreement in whole or in part if there are material changes to the operation and maintenance of Broadway Circle that would significantly alter the terms of this Agreement and/or materially alter the feasibility of satisfactorily performing the operation and maintenance activities of this Agreement.
8. **Notice.** Any notice, request, instruction or other document to be given hereunder to either Party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. A Party may change the address to which notices are to be sent to it by giving written notice of such a change of address to the other Party in the manner provided for giving notice. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the day on which it was personally delivered or, if sent by certified or registered mail, on the day on which it was received and signed for. Notices shall be addressed as follows:

City of Minot:

Attn: City Clerk

Address: PO Box 5006, Minot, ND 58702-5006

Phone: 701-857-4752

Email: clerk@minotnd.gov

Pathfinder Services of ND:

Project Contract Manager: Jacki Harasym, Finance and Grant Specialist

Address: PO Box 758, Minot, ND 58702-0758

Phone: 701-837-7500

Email: finance@pathfinder-nd.org

9. **Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.
10. **Headings.** Any headings or subheadings preceding the texts of the several parts hereof shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall it affect its meaning, construction or effect.
11. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. The Parties agree that any lawsuit filed to enforce, terminate, or interpret this Agreement will be filed in a District Court located in Ward County, North Dakota.
12. **Assignability.** PSND shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the City.
13. **Amendments.** The Parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both Parties.
 - a. Any amendment or modification of this Agreement shall be effective only in the specific instance and only for the purpose for which it is given. Such amendments shall not invalidate this Agreement, nor relieve or release the City or PSND from their obligations under this Agreement.
 - b. The City may, in its discretion, amend this Agreement to conform with federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and PSND except that any change resulting from PSND noncompliance with the terms and conditions of this Agreement shall not require PSND's signature to a written amendment.
14. **Authority to Execute Agreement.** By signing below, each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent and that this Agreement constitutes a valid and binding obligation, enforceable against each Party, its successors and assigns in accordance with its terms.
15. **Exhibits.** The following Exhibits are included and incorporated as if fully set forth herein:
 - a. **Exhibit A:** Lease Assignment Agreement, Welcome Table (dba Lord's Cupboard)
 - b. **Exhibit B:** Lease Assignment Agreement, Chen Cheng Huan, dba Hibachi Express, LLC (dba Oishii Ramen)
 - c. **Exhibit C:** Affordable Housing Requirements and Income Limits
 - d. **Exhibit D:** Affirmative Marketing Plan
 - e. **Exhibit E:** Maintenance Responsibilities and Expectations
 - f. **Exhibit F:** Insurance and Bonding Requirements
 - g. **Exhibit G:** Applicable Federal Requirements

16. **Entire Agreement.** This Agreement and any Exhibits specifically incorporated herein by reference, constitutes the entire Agreement between the City and PSND.

City of Minot:

By: Mark Jantzer

Title: Mayor

Date: _____

Attest:

By: Mikayla McWilliams

Title: City Clerk

Date: _____

Attest:

By: David Lakefield

Title: Finance Director, City of Minot

Date: _____

Pathfinder Services of ND:

By:

Title: _____

Date: _____

Attest:

By:

Title: _____

Date: _____



LEASE ASSIGNMENT AGREEMENT

An Agreement to assign City of Minot's interest in its lease with The Welcome Table (aka The Lord's Cupboard) to Pathfinder Services of ND (PSND)

This Lease Assignment Agreement (Agreement) is entered into by and between the City of Minot (City/Assignor), a municipal corporation and political subdivision of the State of North Dakota, and Pathfinder Services of ND (PSND/Assignee). City and PSND are collectively referred to herein as the "Parties", and each a "Party" as the context allows, to assign City's interest in the following standard commercial lease to PSND:

1. Commercial Lease Agreement, A lease agreement entered into on November 18, 2023 by and between City and The Welcome Table, to lease Suite B, located at 1901 South Broadway, Minot, ND 58701, containing 5,575 square feet, for a term commencing on December 1, 2023 and expiring at midnight on December 31, 2033, with an option to renew from January 1, 2034 until December 31, 2043. Rent in the amount of \$2,500.00 is made payable on the 1st of each month, and a security deposit in the amount of \$2,500 was required upon the signing of the lease agreement. This lease agreement is attached hereto as Exhibit A, and is referred to throughout this Agreement as the "Lease Agreement."

WHEREAS, City/Assignor entered into three agreements with Project BEE to construct and develop the "Broadway Circle Project"; and

WHEREAS, the premises described in the Lease Agreement is located on property that is considered a part of the Broadway Circle Project; and

WHEREAS, Project BEE entered into the Lease Agreement attached hereto as Exhibit A with The Lord's Cupboard; and

WHEREAS, after advising the City that it could not complete its remaining obligations under its agreements with the City, Project BEE assigned its interest in the Lease Agreement to the City (hereinafter referred to as "Initial Lease Assignment"); and

WHEREAS, City/Assignor now wishes to assign their rights and obligations under the Lease Agreement to the PSND/Assignee; and

WHEREAS, PSND/Assignee wishes to assume City/Assignor's rights and obligations under the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Lease Agreement. City/Assignor and PSND/Assignee hereby agree that by signing this Agreement, City/Assignor assigns, and PSND/Assignee assumes, all of City/Assignor's rights, titles, and interests,

obligations, responsibilities and duties under the Lease Agreement, unless stated otherwise in this Agreement, effective as of the date the last party signed this Agreement (Assignment Date).

- a. Transfer of Security Deposit. Pursuant to the Lease Agreement, City/Assignor accepted a security deposit in the amount of \$2,500.00 upon the signing the Initial Lease Assignment from Project BEE and agrees to transfer the security deposit to PSND/Assignee.
3. Assignment Agreement Contingent upon Execution and Compliance with Operations and Maintenance Agreement. City/Assignor and PSND/Assignee have also executed an Operations and Maintenance Agreement ("O&M Agreement"). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignor's option should PSND/Assignor fail to comply with any of the terms and conditions of the O&M Agreement.
4. Indemnification by PSND/Assignee. Notwithstanding the foregoing, PSND agrees to defend and indemnify City/Assignor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from PSND/Assignee's performance after the assignment of the Lease Agreement to the PSND/Assignee.
5. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
6. PSND's Representations and Warranties. PSND represents and warrants the following as a material inducement for the PSND to enter into this Agreement:
 - a. PSND is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which PSND is a party or by which PSND is bound.
 - b. All actions required to authorize PSND to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of PSND, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of PSND has the full power and authority to bind PSND to the terms hereof.
7. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the

execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- b. All actions required to authorize the City to enter into this Agreement have been taken, and this Agreement is a valid and binding obligation of City, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
8. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding any mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
9. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
10. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:
- a. To City/Assignor: City of Minot
 Attn: City Clerk
 P.O. Box 5006
 Minot, ND 58702-5006
 - b. To PSND/
 Assignee: PSND
 P.O. Box 758
 Minot, ND 58703-0758
11. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
12. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed

to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.

13. Successors and Assigns. All the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- a. Transfers and Assignments. PSND shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.

14. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.

15. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.

16. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.

17. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.

18. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.

19. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has

made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNOR: CITY OF MINOT

Mayor

Date

Attest:

City Clerk

Date

Attest:

Finance Director, City of Minot

Date**ASSIGNEE: PSND**

Title:

Date

Attest:

Title:

Date

Exhibit A**COMMERCIAL LEASE AGREEMENT**

THE PARTIES: This Lease Agreement agreed on November 18, 2023 is between:

The Lessor is a business entity known as Project BEE with a mailing address of 1901 S Broadway, STE 3, Minot, North Dakota, 58701, hereinafter referred to as the "Lessor."

AND

The Lessee is a business entity known as The Welcome Table with a mailing address of the Property's Address, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described Soup Kitchen/Food Pantry located at 1901 S Broadway, Ste 2, Minot, North Dakota, 58701.

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on December 1, 2023 and expire at Midnight on December 31, 2033 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$2,500.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's mailing address of 1901 S Broadway, STE 3, Minot, North Dakota, 58701.

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$35 in addition to any late fee.

Page 1

LATE FEE. The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall be charged a late fee in the amount of \$25 daily until the rent is fully satisfied, including any late payment fees, if the rent is not paid after the 5th day payment is due.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on January 1 2034 and end on December 31 2043 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$1,000,000.00.

UTILITIES. The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

SECURITY DEPOSIT. A security deposit in the amount of \$2,500.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$2,500.00 returned within 30 days.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE. The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises.

The Lessor shall have the following responsibilities: Cleaning of exterior of building, snow removal, groundskeeping

The Lessee shall have the following responsibilities: Replacing interior lightbulbs, interior cleaning

SALE OF PROPERTY. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

HVAC MAINTENANCE. Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating-ventilating, and air conditioning equipment located on the Premises, hereinafter referred to as the "HVAC System." In addition, the Lessor shall be responsible for all costs associated to the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS. The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as space used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to, entry-ways, bathrooms, meeting rooms, and any other space on the Property that is shared by the Lessees or Co-Tenants.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the

Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of North Dakota. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the

subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the

Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of North Dakota.

NOTICES. Notices shall be addressed to the following:

Lessee: The Welcome Table
1901 S Broadway, Ste. 2, Minot, North Dakota, 58701

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature [Signature] Date 11/17/2023
Elizabeth Larsen, Executive Director of Project BEE

LESSEE SIGNATURE

Signature [Signature] Date 11/17/2023
Gerald Roise, Chair



LEASE ASSIGNMENT AGREEMENT

An Agreement to assign City of Minot's interest in its lease with Chen Cheng Huan, dba Hibachi Express, LLC. (aka Oishii Ramen) to Pathfinder Services of ND (PSND)

This Lease Assignment Agreement (Agreement) is entered into by and between the City of Minot (City/Assignor), a municipal corporation and political subdivision of the State of North Dakota, and Pathfinder Services of ND (PSND/Assignee). City and PSND are collectively referred to herein as the "Parties", and each a "Party" as the context allows, to assign City's interest in the following standard commercial lease to PSND:

1. Commercial Lease Agreement, A lease agreement entered into on April 7, 2025 by and between City and Chen Cheng Huan, dba Hibachi Express, LLC, to lease Suite A, located at 101 19th Ave. SW, Minot, ND 58701, containing 4,545 square feet, for a term of five (5) years with an extension, unless sooner terminated, for an initial monthly payment of \$7,000 per month with a 2% increase per year for the five (5) year term, with rates to be negotiated at the beginning of each five (5) year lease. This lease agreement is attached hereto as Exhibit B and is referred to throughout this Agreement as the "Lease Agreement."

WHEREAS, City/Assignor entered into three agreements with Project BEE to construct and develop the "Broadway Circle Project"; and

WHEREAS, the premises described in the Lease Agreement is located on property that is considered a part of the Broadway Circle Project; and

WHEREAS, Project BEE entered into the Lease Agreement attached hereto as Exhibit B with Chen Cheng Huan; and

WHEREAS, after advising the City that it could not complete its remaining obligations under its agreements with the City, Project BEE assigned its interest in the Lease Agreement to the City (hereinafter referred to as "Initial Lease Assignment"); and

WHEREAS, City/Assignor now wishes to assign their rights and obligations under the Lease Agreement to the PSND/Assignee; and

WHEREAS, PSND/Assignee wishes to assume City/Assignor's rights and obligations under the Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Lease Agreement. City/Assignor and PSND/Assignee hereby agree that by signing this Agreement, City/Assignor assigns, and PSND/Assignee assumes, all of City/Assignor's rights, titles, and interests, obligations, responsibilities and duties under the Lease Agreement, unless

1. stated otherwise in this Agreement, effective as of the date the last party signed this Agreement (Assignment Date).
3. Assignment Agreement Contingent upon Execution and Compliance with Operations and Maintenance Agreement. City/Assignor and PSND/Assignee have also executed an Operations and Maintenance Agreement ("O&M Agreement"). The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignor's option should PSND/Assignor fail to comply with any of the terms and conditions of the O&M Agreement.
4. Indemnification by PSND/Assignee. Notwithstanding the foregoing, PSND agrees to defend and indemnify City/Assignor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from PSND/Assignee's performance after the assignment of the Lease Agreement to the PSND/Assignee.
5. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
6. PSND's Representations and Warranties. PSND represents and warrants the following as a material inducement for the PSND to enter into this Agreement:
 - a. PSND is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under the terms and provisions of any agreement, law, or court order to which PSND is a party or by which PSND is bound.
 - b. All actions required to authorize PSND to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of PSND, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of PSND has the full power and authority to bind PSND to the terms hereof.
7. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
 - a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.

- b. All actions required to authorize the City to enter into this Agreement have been taken, and this Agreement is a valid and binding obligation of City, enforceable in accordance with its terms.
 - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
8. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding any mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
9. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
10. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:
- a. To City/Assignor: City of Minot
 Attn: City Clerk
 P.O. Box 5006
 Minot, ND 58702-5006
 - b. To PSND/
 Assignee: PSND
 P.O. Box 758
 Minot, ND 58703-0758
11. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
12. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.
13. Successors and Assigns. All the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

- a. Transfers and Assignments. PSND shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.
14. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
15. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.
16. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.
17. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.
18. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.
19. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

ASSIGNOR: CITY OF MINOT

ASSIGNEE: PSND

Mayor

Title:

Date

Date

Attest:

Attest:

City Clerk

Title:

Date

Date

Attest:

Finance Director, City of Minot

Date

**AMENDMENT OF LEASE AGREEMENT AND EXERCISE OF OPTION TO
EXTEND LEASE AGREEMENT**

THIS AGREEMENT is entered into this 7th day of April, 2025, between City of Minot as their respective agent ("Landlord") with a principal address of 420 3rd Ave SW, Minot, ND 58701 and Hibachi Express LLC dba Oishi Ramen, ("Tenant") with a principal address of 1501 32nd Ave SW, Minot, ND 58701.

WITNESSETH:

WHEREAS, Tenant entered into a lease agreement dated April 6, 2020, with an effective date of April 6, 2020, ("Lease Agreement") with LSS Housing, Inc., property manager, for the property located in the City of Minot described as approximately 4,500 square feet located at 1901 South Broadway, Suite 1, Minot, ND 58701. ("Premises");

WHEREAS, the Lease Agreement entered into by the Tenant was for an initial term of five (5) years commencing on April 6, 2020 with the option to extend the lease in accordance with two (2) five-year options;

WHEREAS, Management of the Premises was thereafter acquired by the City of Minot took over management of the Premises;

WHEREAS, Tenant is currently in possession of the Premises and pays monthly rent in the sum of \$4,300.00;

WHEREAS, Section 1 of the Lease Agreement states that if Tenant exercises any of its options, the Lease shall continue on the same terms and conditions except for rent.

WHEREAS, Tenant now wishes to extend the Lease for a subsequent five-year period in accordance with the terms and provisions set forth in the Lease Agreement;

NOW THEREFORE, with the above recitals incorporated herein, Tenant and Landlord hereby agree to extend the Lease for a five-year period, commencing May 1, 2025 and expiring April 30, 2030 subject to the following amended payment schedule.

3. **RENT:** Tenant shall pay to Landlord as rental for the premises, the following:

Year	Monthly Rent
6	\$7,000.00
7	\$7,140.00
8	\$7,283.00
9	\$7,429.00
10	\$7,578.00

Pursuant to the above table, there shall be a 2% increase per year for the 5-year term; with option by parties to renew for one additional 5-year term (rates negotiated at beginning of this 5-year term).

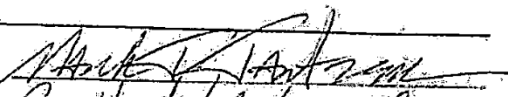
Notwithstanding the specific lease term, either Tenant or Landlord may terminate the Lease for convenience by providing written notice of termination to the other party at least 365 days prior to the desired termination date.

All other terms and provisions of the Lease Agreement not specifically addressed in this Amendment of Lease Agreement and Option to Extend Lease Agreement will remain unchanged and in full force and effect, including paragraphs two and three of Section 3, subject to the exception that any reference to "five-year option" in the Lease shall be replaced with the option periods specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT, consisting of two (2) typewritten pages, to be duly executed as of the day and year first written above.

LANDLORD:

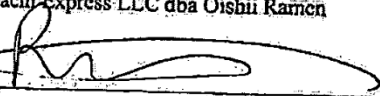
City of Minot

By: 

Its: President/Acting Mayor

TENANT:

Hibachi Express LLC dba Oishii Ramen

By: 

Its: president

Exhibit A

STANDARD COMMERCIAL LEASE**ARTICLE 1. BASIC LEASE TERMS**

WJ
April 6, 2020 pp
1.1 **PARTIES.** This Gross Lease Agreement also known as full service lease ("Lease") is entered into this 1st day of ~~July, 2020~~ by and between **LSS Housing Inc, Inc a corporation** ("Landlord") and **Chien Cheng Huan dba Grand Hibachi Buffet, Inc or similar.** (Tenant).

1.2 **DEMISED PREMISES.** In consideration of the rents, terms, provisions and covenants of this Lease, Landlord hereby leases, lets and demises to Tenant the following described premises ("Premises"): approximately 4,500 sq. ft located at 1901 South Broadway in Minot ND 58107 ("Building").

Property:	Broadway Circle
Address:	1901 South Broadway in Minot ND
Area of Building:	12,000 sq. ft.
Area of Demised Premises:	4,500 sq. ft.
Space or Unit Number:	Suite 1
Permitted Use:	The operation of Chinese/Japanese Restaurant or other similar restaurant.
Common area footage:	All measurements based on BOMA standards to include common area load factor. Common area charged at base rent amount described in Section 1.4 of this Agreement.

1.3 **TERM.** Subject to and upon the conditions set forth herein, the term of this Lease shall commence on April 6, 2020 with a term of five (5) years with two-five year extensions unless sooner terminated as hereinafter provided.

Possession Date: Business is in possession due to previous lease that was assumed by LSS Housing Inc.

1.4 **MONTHLY PAYMENT.** Monthly rent payment for year one is \$4,000 (annualized total of \$48,000) and Common Area Maintenance charges, which for year one are fixed at \$0.00 per month (annualized total of \$0.00).

1.5 **Base Rent Adjustment:** 2% increase per year for the 5 year term; with option by parties to renew for two additional 5 year terms (rates negotiated at beginning of each 5 year term)

Common Area Maintenance Charge Adjustment: Not Applicable

1.6 **ADDRESSES:**

Landlord's Mailing Address:	LSS Housing Inc. PO Box 2148, Fargo, ND 58107-2148.
Tenant's Mailing Address:	1501 32 nd Ave SW, Minot ND 58701
Place of Payments:	LSS Housing Inc. PO Box 2148, Fargo, ND 58107-2148
Check Payable To:	LSS Property Management Group, LLC

1.7 **UTILITIES:**

Electricity	Included in Base Rent
Natural Gas	Included in Base Rent except for gas meter for all kitchen appliances, which will be the responsibility of the Tenant
Water/Sewer	Included in Base Rent
Garbage	Tenant responsibility

Grease Disposal
Internet/cable

Tenant responsibility
Tenant responsibility

1.8 SECURITY DEPOSIT: \$0.

1.9 COMMON AREA MAINTENANCE CHARGES – (not applicable as full service lease)

1.10 PARKING:

Tenant and employee guest parking shall be provided at no additional cost to tenant.

1.10 INSURANCE:

Tenant is required to carry insurance and provide proof to landlord upon request (as per Section 7.3).

Liability for property damage	\$1,000,000
Liability for bodily injury per person	\$1,000,000
per occurrence	\$2,000,000

ARTICLE 2. RENT

2.1 BASE RENT. Tenant agrees to pay monthly as base rent during the term of this Lease the sum of money set forth in Section 1.4 of this lease, which amount shall be payable to Landlord at the address shown above. One monthly installment of rent shall be due and payable on the date of execution of this Lease by Tenant for the first month's rent prorated to date of possession, with a full monthly installment due and payable on or before the first day of each succeeding calendar month during the term of this lease. Tenant shall pay, as additional rent, all other sums due under this Lease. Notwithstanding anything in this Lease to the contrary, if Landlord, for any reason whatsoever (other than Tenant's default), cannot deliver possession of the Premises to the Tenant on the Commencement date, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration of the term be extended, but all rent shall be abated until Landlord delivers possession. All base rent, additional rent and other sums payable by Tenant pursuant to this Lease are payable without demand and without any reduction, abatement, counter claims or setoff.

2.2 OPERATING EXPENSES. Landlord will pay the operating expenses for the Building other than expenses noted as tenant expenses in Section 1.7 and also for tenant's own cleaning expenses of its space, as well as its own insurance expense.

2.3 DEFINITION OF OPERATING EXPENSES. The term "operating expenses" includes expenses other than noted in Section 1.7 incurred by Landlord with respect to the maintenance and operation of the Building of which the Premises are a part, including, but not limited to, the following: maintenance, repair costs, electricity, fuel, water, sewer, gas and other common Building utility charges; security charges; security; snow removal; landscaping and pest control; supplies, repairs or other expenses for maintaining and operating the Building or project including parking and common areas; all other expenses which would generally be regarded as operating, repair, and maintenance expenses; all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owner's associations which accrue against the Building during the term of this Lease and legal fees incurred in connection with actions to reduce the same; and all insurance premiums Landlord is required to pay or deems necessary to pay, including fire and extended coverage, public liability insurance, with respect to the Building.

2.4 LATE PAYMENT CHARGE. If the monthly rental payment or any other payment due from Tenant to Landlord is not received by Landlord on or before the due date thereof, Landlord shall be entitled to exercise any remedy for nonpayment provided in this Lease and, in addition, if such payment is not received on or before ten (10) days after the due date, a late payment charge of five percent (5%) of such past due amount shall become due and payable by Tenant in addition to such amounts owed under this Lease.

2.5 INCREASE IN INSURANCE PREMIUMS. If an increase in any insurance premiums paid by Landlord for the Building is caused by Tenant's use of the Premises or if Tenant vacates the Premises and causes an increase in such premiums, then Tenant shall pay as additional rent the amount of such increase to Landlord.

2.6 SECURITY DEPOSIT. The security deposit set forth in Section 1.8 shall be held by Landlord for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Landlord's damage in case of default by Tenant. Upon the occurrence of any event of default by Tenant or breach by Tenant of Tenant's covenants under this Lease, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Landlord as a result of the event of default or breach of covenant, and any remaining balance of the security deposit shall be returned by Landlord to Tenant upon termination of this Lease. If any portion of the security deposit is so used or applied, Tenant shall upon ten (10) days written notice from the Landlord, deposit with Landlord by cash or cashier's check an amount sufficient to restore the security deposit to its original amount. Security deposits will be held by the Landlord in compliance with the laws of the State of North Dakota, including interest as set forth by the laws of the State of North Dakota.

2.7 HOLDING OVER. In the event that Tenant does not vacate the Premises upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover an amount equal to one hundred and ten percent (110%) times the base rent which would have been payable by Tenant had the holdover period been a part of the original term of this Lease, together with all additional rent as provided in this Lease. Tenant agrees to vacate and deliver the Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Lease.

ARTICLE 3. OCCUPANCY AND USE

3.1 USE. Tenant warrants and represents to Landlord that the Premises shall be used and occupied only for the purpose as set forth in Section 1.2. Tenant shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Tenant shall not permit any operation which intrudes into other portions of the Building use, otherwise interfere with, annoy or disturb any other lessee in its normal business operations or Landlord in its management of the Building. Tenant shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Building.

3.2 SIGNS AND WINDOW COVERINGS. No sign of any type or description shall be erected, placed or painted in or about the Premises or project except those signs submitted to Landlord in writing and approved by Landlord in writing, and which signs are in conformance with state, city or local laws. See Exhibit B for guidelines related to signage on or about the Premises. No window coverings (other than "Building Standard" window coverings) or window shadings anywhere within the Demised Premises shall be erected or maintained by the Tenant unless Tenant shall obtain the prior written approval of Landlord.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS. All initial construction completed by Tenant shall comply with all applicable laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the Premises. Subject to Landlord's obligation herein, Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Premises. Tenant covenants and agrees to comply fully with any and all reasonable rules and regulations, and all amendments and supplements thereto; (a) which have been promulgated or adopted by Landlord for the Building; (b) of which Tenant shall have received actual notice; and (c) which apply to the Demised Premises, the Building Common Facilities, the Building, the Property or the

violation at Tenant's expense and in compliance with all requirements of governmental authorities and insurance underwriters.

ARTICLE 4. UTILITIES AND SERVICE

4.1 **BUILDING SERVICES.** Landlord shall pay when due, all charges for utilities furnished to or for the use or benefit of the Tenant or the Premises.

4.2 **THEFT OR BURGLARY.** Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Premises or the Building.

ARTICLE 5. REPAIRS AND MAINTENANCE

5.1 **LANDLORD REPAIRS.** Landlord shall not be required to make any improvements, replacements or repairs of any kind or character to the Premises or the Building during the term of this Lease except as are set forth in this Section. Landlord shall be responsible for the cost of replacing the roof, foundation, parking lot, exterior walls, doors, corridors, primary heating and cooling system, and other structures serving the Premises if and only if required to maintain the structural soundness of said roof, foundation, parking lot, exterior walls, doors, corridors and other structures serving the Premises. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience, and Tenant shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Landlord under this Lease unless, the Landlord has problems of a significant nature, involving the above mentioned building components, which interfere with the Tenants use of the premises.

5.2 **TENANT DAMAGES.** Tenant shall not allow any damage to be committed on any portion of the Premises or Building or common areas, and at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Premises to Landlord in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the Premises shall be borne by Tenant.

ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

6.1 **LANDLORD IMPROVEMENTS.** If construction to the Premises is to be performed by Tenant during Tenant's occupancy, Tenant will complete the construction of the improvements to the Premises in accordance with plans and specifications agreed to by Landlord and Tenant, which plans and specifications are made a part of this Lease by reference. Within seven (7) days of receipt of plans and specifications, Tenant shall execute a copy of the plans and specifications and, if applicable, change orders setting forth the amount of any costs to be borne by Tenant. In the event Tenant fails to execute the plans and specifications and change order within the seven (7) day period, Landlord may, at its sole option, declare this Lease canceled or notify Tenant that the base rent shall commence on the completion date even though the improvements to be constructed by Landlord may not be complete. Any changes or modifications to the approved plans and specifications shall be made and accepted by written change order or agreement signed by Landlord and Tenant and shall constitute an amendment to this Lease.

6.2 **TENANT IMPROVEMENTS.** Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises without first obtaining consent of Landlord, which consent may not be unreasonably denied. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of Landlord and shall be surrendered to Landlord upon the termination of this Lease. A summary of initial Landlord-approved Tenant Improvements is included as a reference in Exhibit E.

ARTICLE 7. CASUALTY AND INSURANCE

7.1 SUBSTANTIAL DESTRUCTION. If all or a substantial portion of the Premises or the Building should be totally destroyed by fire or other casualty, or if the Premises or the Building should be damaged so that rebuilding cannot reasonably be completed within ninety (90) working days after the date of written notification by Tenant to Landlord of the destruction, or if insurance proceeds are not made available to Landlord, or are inadequate, for restoration, this Lease shall terminate at the option of Landlord by written notice to Tenant within (60) days following the occurrence, and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

7.2 PARTIAL DESTRUCTION. If the Premises should be partially damaged by fire or other casualty; and rebuilding or repairs can reasonably be completed within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, and insurance proceeds are adequate and available to Landlord for restoration, this Lease shall not terminate, and Landlord shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the Building or other improvements to substantially the same condition in which they existed prior to the damage. If the Premises are to be rebuilt or repaired and are untenantable in part following the damage, and the damage or destruction was not caused or contributed to by actor negligence of Tenant, its agents, employees, invitees or those for whom Tenant was responsible, the rent payable under this Lease during the period for which the Premises are untenantable shall be adjusted so that Tenant is not obligated to pay rent for space which cannot be occupied or used by Tenant prior to the completion of any repair. In the event the premises as a whole are not useable, under the same circumstances as stated above, then the tenant shall be entitled to rent abatement. In the event that Landlord fails to complete the necessary repairs or rebuilding within ninety (90) working days from the date of written notification by Tenant to Landlord of the destruction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

7.3 PROPERTY INSURANCE: Landlord shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Tenant upon or within the Premises, any fixtures installed or paid for by Tenant upon or within the Premises, or any improvements which Tenant may construct on the Premises. Tenant shall maintain property insurance on its personal property and shall also maintain plate glass insurance. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord even if the cost of such insurance is borne by Tenant as set forth in Article 2.

7.4 WAIVER OF SUBROGATION. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, the improvements of the Building or personal property within the Building, by reason of fire or the elements, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees. Landlord and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section.

7.5 HOLD HARMLESS: Landlord shall not be liable to Tenant's employees, agents, invitees, licensees or visitors, or to any other person, for an injury to person or damage to property on or about the Premises caused by any act or omission of Tenant, its agents, servants or employees, or of any other person entering upon the Premises under express or implied invitation by Tenant, or caused by the improvements, located on the Premises being out of repair, the failure or cessation of any service provided by Landlord (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the Premises. Tenant agrees to indemnify and hold harmless Landlord of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury but for intentional acts of Landlord.

7.6 PUBLIC LIABILITY INSURANCE. Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Premises and the business of Tenant, on terms and with companies approved in writing by Landlord, in which both Tenant and

Landlord shall be covered by being named as insured parties under reasonable limits of liability not less than \$1,000,000 or such greater coverage as Landlord may reasonably require, combined single limit coverage for injury or death. Such policy or policies shall provide that thirty (30) days' written notice must be given to Landlord prior to cancellation thereof. Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed that such coverage is in full force and effect.

ARTICLE 8. CONDEMNATION

8.1 SUBSTANTIAL TAKING. If all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Tenant shall have no claim to the condemnation award or proceeds in lieu thereof, except that Tenant shall be entitled to a separate award for the cost of removing and moving its personal property.

8.2 PARTIAL TAKING. If a portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 8.1 above, the rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award or proceeds in lieu thereof, except that Tenant shall be entitled to a separate award for the cost of removing and moving its personal property.

ARTICLE 9. ASSIGNMENT OR SUBLEASE

9.1 LANDLORD ASSIGNMENT. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Building. Any such sale, transfer or assignment shall not operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

9.2 TENANT ASSIGNMENT. Tenant may assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by transfer of a majority interest of stock, merger, or dissolution, which transfer of majority interest of stock, merger or dissolution shall be deemed an assignment) or mortgage or pledge the same or sublet the Premises, in whole or in part, with the prior written consent of Landlord, which written consent may not be unreasonably denied. In no event shall such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder. No assignee or sublease of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof.

9.3 CONDITIONS OF ASSIGNMENT. If Tenant desires to assign or sublet all or any part of the Premises, it shall so notify Landlord at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease and such information as Landlord might request concerning the proposed sublease or assignee to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublease or assignee. Within seven (7) days after Landlord's receipt of Tenant's proposed assignment or sublease and all required information concerning the proposed sublease or assignee, Landlord shall have the following options: (1) cancel this Lease as to the Premises or portion thereof proposed to be assigned or sublet; (2) consent to the proposed assignment or sublease, and, if the rent due and payable by any assignee or sublease under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the rent payable under this Lease for such space, Tenant shall pay to Landlord fifty (50%) of all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant; or (3) refuse, in its sole and absolute discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Landlord gives Tenant written notice providing otherwise. Upon the occurrence of an event of default, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its

option, collect directly from the assignee or sublease all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all unsecured properties on the Premises to secure payment of such sums. Landlord from the assignee or sublease directly shall not construe any collection to constitute a novation or a release of Tenant or any guarantor from the further performance of its obligations under this Lease.

9.4 RIGHTS OF MORTGAGE. Tenant accepts this lease subject and subordinate to any recorded mortgage presently existing or hereafter created upon the Building and to all existing recorded restrictions, covenants, easements and agreements with respect to the Building. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's Interest under this Lease to any first mortgage lien hereafter placed on the Premises, and Tenant agrees upon demand to execute additional instruments subordinating this Lease as Landlord may require. If the interests of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage or deed of trust on the Premises, Tenant shall be bound to the transferee (sometimes called the "Purchaser") at the option of the purchaser. Under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this Lease, and, if requested by the Purchaser, Tenant agrees to attorn the Purchaser, including the first mortgagee under any such mortgage if it be the Purchaser, as its Landlord. Notwithstanding the foregoing, Tenant shall not be disturbed in its possession of the Premises so long as Tenant is not in default hereunder.

9.5 TENANT STATEMENT. Tenant agrees to furnish, from time to time, within ten (10) days after receipt of a request from Landlord or Landlord's mortgagee, a statement certifying, if applicable, the following: Tenant is in possession of the Premises; the Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Tenant claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord's mortgagee. Tenant's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Landlord, that Landlord is not in default of any of its obligations under this Lease, and that Landlord has not received more than one month's rent in advance. The Tenant hereby grants the Landlord permission to check references and other resources regarding the Tenant's credit experience including banking, loans, public records and other credit accounts.

ARTICLE 10. DEFAULT AND REMEDIES

10.1 DEFAULT BY TENANT: The following shall be deemed to be events of default ("Default") by Tenant under this Lease: (1) Tenant shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease; (2) Tenant shall abandon any substantial portion of the Premises; (3) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within fifteen (15) days after written notice to Tenant; (4) Tenant shall file a petition or if an involuntary petition is filed against Tenant, or becomes insolvent, under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (5) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or the Building and/or project of which the Premises are a part.

In the event that an order for relief is entered in any case under Title 11, U.S.C. (the "Bankruptcy Code") in which Tenant is the debtor and: (A) Tenant as debtor-in-possession, or any trustee who may be appointed in the case (the "Trustee") seeks to assume the Lease, then Tenant, or Trustee if applicable, in addition to providing adequate assurance described in applicable provisions of the Bankruptcy Code, shall provide adequate assurance to Landlord of Tenant's future performance under the Lease by depositing with Landlord a sum equal to the lesser of twenty-five percent (25%) of the rental and other charges due for the balance of the Lease term of six (6) months' rent ("Security"), to be held (without any allowance for interest thereon) to secure Tenant's obligations under the Lease, and (B) Tenant, or Trustee if applicable, seeks to assign

the Lease after assumption of the same, then Tenant In addition to providing adequate assurance described in applicable provisions of the bankruptcy Code, shall provide adequate assurance to Landlord of the proposed assignee's future performance under the Lease by depositing with Landlord a sum equal to the Security to be held (without any allowance or interest thereon) to secure performance under the Lease. Nothing contained herein expresses or implies, or shall be construed to express or imply, that Landlord is consenting to assumption and/or assignment of the Lease by Tenant, and Landlord expressly reserves all of its rights to object to any assumption and/or assignment of the Lease. Neither Tenant nor any Trustee shall conduct or permit the conduct of any "fire", "bankruptcy", "going out of business" or auction sale in or from the Premises.

10.2 REMEDIES FOR TENANT'S DEFAULT. Upon the occurrence of a Default as defined above, Landlord may elect either (i) to cancel and terminate this Lease and this Lease shall not be treated as an asset of Tenant's bankruptcy estate, or (ii) to terminate Tenant's right to possession only. Landlord shall have the continuing right to cancel and terminate this Lease by giving three (3) days' written notice to Tenant of such further election, and shall have the right to pursue any remedy at law or in equity that may be available to Landlord.

In the event of election under (ii) to terminate Tenant's right to possession only, Landlord may, at Landlord's option, enter into the Premises and take and hold possession thereof, without such entry into possession terminating this Lease or releasing Tenant in whole or part from Tenant's obligation to pay all amounts hereunder for the full stated term. Upon such reentry, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Such reentry shall be conducted in the following manner; without resort to judicial process or notice of any kind if Tenant has abandoned or voluntarily surrendered possession of the Premises; and, otherwise, by resort to judicial process. Upon and after entry into possession without termination of the Lease, Landlord may, but is not obligated to, relet the Premises, or any part thereof, to any one other than the Tenant, for such time and upon such terms as Landlord, in Landlord's sole discretion, shall determine. Landlord may make alterations and repairs to the Premises to the extent deemed by Landlord necessary or desirable.

Upon such re-entry, Tenant shall be liable to Landlord as follows:

- A. For all attorneys' fees incurred by Landlord in connection with exercising any remedy hereunder;
- B. For the unpaid installments of base rent, additional rent or other unpaid sums which were due prior to such reentry, including interest and late payment fees, which sums shall be payable immediately.
- C. For the installments of base rent, additional rent, and other sums falling due pursuant to the provisions of this Lease for the period after reentry during which the Premises remain vacant, including late payment charges and interest, which sums shall be payable as they become due hereunder.
- D. For all expenses incurred in releasing the Premises, including leasing commissions, attorneys' fees, and costs of alterations and repair, which shall be payable by Tenant as they are incurred by Landlord; and
- E. While the Premises are subject to any new lease or leases made pursuant to this Section, for the amount by which the monthly installments payable under such new lease or leases is less than the monthly installment for all charges payable pursuant to this lease, which deficiencies shall be payable monthly.

Notwithstanding Landlord's election to terminate Tenant's right to possession only, and notwithstanding any reletting without termination, Landlord, at any time thereafter, may elect to terminate this Lease, and to recover (in lieu of the amounts which would thereafter be payable pursuant to the foregoing, but not in diminution of the amounts payable as provided above before termination), as damages for loss of bargain and not as a penalty, an aggregate sum equal to the amount by which the rental value of the portion of the term unexpired at the time of such election is less than an amount equal to the unpaid base rent, percentage rent, and

additional rent and all other charges which would have been payable by Tenant for the unexpired portion of the term of this Lease, which deficiency and all expenses incident thereto, including commissions, attorneys' fees, expenses of alterations and repairs, shall be due to Landlord as of the time Landlord exercises said election, notwithstanding that the term had not expired. If Landlord, after such reentry, leases the Premises, then the rent payable under such new lease shall be conclusive evidence of the rental value of the unexpired portion of the term of this Lease.

If this Lease shall be terminated by reason of the bankruptcy or insolvency of Tenant, Landlord shall be entitled to recover from Tenant or Tenant's estate, as liquidated damages for loss of bargain and not as a penalty, the amount determined by the immediately preceding paragraph.

10.3 LANDLORD'S RIGHT TO PERFORM FOR ACCOUNT OF TENANT. If Tenant shall be in Default under this Lease, Landlord may cure the Default at anytime for the account and at the expense of Tenant. If Landlord cures Default on the part of Tenant, Tenant shall reimburse Landlord upon demand for any amount expended by Landlord in connection with the cure, including, without limitation, attorney's fees and Interest.

10.4 INTEREST AND ATTORNEY'S FEES. In the event of a Default by Tenant: (1) If a monetary default, interest shall accrue on any sum due and unpaid at the rate of the lesser of eighteen percent (18%) per annum or the highest rate permitted by law and, if Landlord places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any rent due or to become due or recovery of the possession of the Premises, Tenant agrees to pay Landlord's costs of collection, including reasonable attorney's fees for the services of the attorney, whether suit is actually filed or not.

10.5 ADDITIONAL REMEDIES, WAIVERS, ETC.

- A. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise its rights and remedies at any times, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.
- B. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof, or the exercise of another right or remedy from time to time.
- C. No delays or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiesce to, Default.
- D. No waiver of Default shall extend to or affect any other Default or impair any right or remedy with respect thereto.
- E. No action or inaction by Landlord shall constitute a waiver of Default.
- F. No waiver of Default shall be effective unless it is in writing and signed by Landlord.

ARTICLE 11. AMENDMENT AND LIMITATION OF WARRANTIES

11.1 ENTIRE AGREEMENT. It is expressly agreed by tenant. As a material consideration for the execution of this lease, that this lease, with the specific references to written extrinsic documents, is the entire agreement of the parties: that there are, and were. No verbal representations, warranties, understanding, stipulations, agreements or promises pertaining to this lease or to the expressly mentioned written extrinsic documents not incorporated in writing in this lease.

11.2 AMENDMENT. This lease may not be altered, waived, amended or extended except by an instrument in writing signed by landlord and tenant.

ARTICLE 12. MISCELLANEOUS

12.1 ACT OF GOD. Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by Tenant.

12.2 SUCCESSORS AND ASSIGNS. This lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Landlord's interest in the Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this lease nevertheless shall remain unimpaired and in full force and effect, and Tenant hereunder agrees to attorn to the then owner of the Premises.

12.3 CAPTIONS. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any Section.

12.4 NOTICE. All rent and other payments required to be made by Tenant shall be payable to Landlord at the address set forth in Section 1.5. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth in Section 1.5. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth in Section 1.5, or at any other address within the United States as Tenant may specify from time to time by written notice. Any notice or document required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Section 1.5.

12.5 SUBMISSION OF LEASE. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

12.6 CORPORATE AUTHORITY. If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. In the event any representation or warranty is false, all persons who execute this Lease shall be liable, individually, as Tenant.

12.7 HAZARDOUS SUBSTANCES. Tenant not may bring or permit to remain on the Premises or the Building substances defined as hazardous materials or hazardous substances under federal, state, or local law or regulation ("Hazardous Materials"). Tenant shall indemnify, hold harmless and defend Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorney fees and court costs) caused by or arising out of the presence or any release of any Hazardous Materials on, under, or about the Premises or the Building during the term of the Lease in conformance with the requirements of applicable law. Tenant shall immediately give Landlord written notice of any suspected breach of this paragraph; upon learning of the presence of any release of any Hazardous Materials, and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises or the Building. The obligations of Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

12.8 SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12.9 BROKERAGE. Landlord and Tenant each represents and warrants to the other that there is no obligation to pay any brokerage fee, commission, finder's fee or other similar charge in connection with this Lease. Each party covenants that it will defend, indemnify and hold harmless the other party from and against any loss or liability by reason of brokerage or similar services alleged to have been rendered to, at the instance

of, or agreed upon by said indemnifying party. Notwithstanding anything herein to the contrary, Landlord and Tenant agree that there shall be no brokerage fee or commission due on expansions, options or renewals by Tenant. Any brokerage fee or commissions paid by Landlord as a result of this lease agreement shall not be deemed "operating expenses" as defined within this agreement.

12.10 FURNISHING OF FINANCIAL STATEMENTS. Prior to the execution of the Lease Agreement, and from time to time as requested by Landlord or if Tenant is in default as defined by this Agreement, then upon Landlord's written request, Tenant shall promptly furnish Landlord, with business financial statements certified by Tenant to be true and correct, reflecting Tenant's then current financial condition. At Landlord's request, such financial statements shall be audited in accordance with generally accepted accounting practices. The financial statements shall include a current balance sheet, a profit and loss statement, and other statements deemed necessary by Landlord for the most recent twelve (12) month period. Upon Landlord's request, Tenant and Landlord shall semi-annually meet to review the operating statements and balance sheet for the business entity operating in the Demised Premises. Tenant may request Landlord to sign a confidentiality statement prepared by Tenant prior to meeting. If Landlord does not sign confidentiality statement, Tenant is under no obligation to disclose any information.

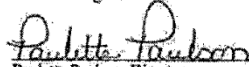
12.11 NOTIFICATION TO TENANT. Landlord hereby notifies Tenant that the corporation authorized to execute this Lease and manage the Premises is LSS Property Management Group, LLC.

12.12 EXHIBITS. Reference is made to the following Exhibits which are attached hereto and made a part hereof.

ARTICLE 13. SIGNATURES

SIGNED effective the day and year first above written:

LANDLORD
LSS Housing Inc


Paulette Paulson, Director

TENANT
Chen Cheng Huan


Chen Cheng Huan, Owner

EXHIBIT B. SIGNAGE GUIDELINESBuilding Signage

1. Written request for building signage installation will include dimensions, style, color, and layout of signage as it relates to the leased space along with cross section including installation specifications and shop drawings.
2. All signage must have written approval from Lessor prior to installation.
3. Style of lettering is open to be pre-approved by Lessor.
4. Color of lettering face is open to be pre-approved by Lessor.

Monument signage

1. All signage copy requires pre-approval from Lessor.
2. Location on the monument is at the sole discretion of Lessor and its location will be directed to the sign company via the Lessor.

Glass door signage

1. All signage copy requires pre-approval from Lessor.
2. All lettering must be installed on the inside of the glass.
3. All lettering installed 48 to 66 inches from finished floor. One door section only. Text will only indicate business name, credit card acceptance and hours of operation. No other signage allowed on the business entrance door(s).

Stationary glass signage and/or banner installation

1. All signage copy and banner / advertisements require pre-approval from Lessor.
2. All lettering must be installed on the inside of the glass.
3. All lettering installed 48 to 66 inches from finished floor.
4. Banner / advertisements may not cover more than 25% of total store front glass.
5. Painted on the glass lettering is not allowed.

Exterior service door

1. All signage copy requires pre-approval from Lessor.
2. White lettering, upper case, letter height to be 2 inches.
3. First row of lettering 18 inches from top of door, 3 lines maximum.

Common corridor or service hall

1. Each door from the corridor will be labeled with business name and may include text such as, designated employee entrance, private door only, deliveries only, or similar, and this signage will be installed by Lessor and billed directly to Lessee for reimbursement.

Coming Soon banner

1. Tenant may install on the inside glass of the demised, and only after lease execution a banner indicating the arrival of Tenant to the center. Banner may include the text "coming soon" or similar language. Should the banner be installed prior to possession date, Landlord shall not be responsible for the interior glass cleaning. Banner may not cover access to the doors.

Portable/changeable copy mobile signs

1. Vendors of mobile signs need to be approved in advance.
2. Only two colors of letters/numbers to be used, florescent pink and/or florescent yellow. They can also produce business logos.
3. Lessor must pre approve the copy before vendor is contacted. Request must be presented to Lessor 15 calendar days prior to planned placement of sign. A \$45.00 charge is due and payable to Landlord upon sign request.
4. Sign cannot be in place more than 30 consecutive days.
5. Each Lessee can lease a sign and place on property a maximum of 3 times in a 12-month period.
6. Can reserve a 30-day period up to 12 months in advance.
7. Cannot reserve the same 30 days, within a 24-month period, unless no other Lessee has requested those particular days in advance.
8. Only two signs at property at any one time.
9. All grand openings must have the words "grand opening" or similar and must be put in service within 120 days of opening doors for business to the general public. Only one grand opening is permitted.
10. Conditions listed above subject to change at Landlord's discretion.
11. Conditions listed above subject to change as required by City of Jamestown.

General Restrictions

- No flashing, moving, or audible signs, to include time and or temperature signs.
- No signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers.

Landlord reserves the right to entertain and approve any variances, presented by Tenant, from the above listed criteria.

EXHIBIT C. RULES AND REGULATIONS OF THE LANDLORD

1. No smoking shall be permitted in the Building.
2. No awning, shade, sign, advertisement, or notice shall be inscribed, painted or affixed on or to any part of the outside of the Building except by the written consent of Landlord, and except it be of such color, size and style and in such place upon or in the Building, as may be designated by Landlord.
3. No physician, surgeon or dentist shall advertise his business in any manner prohibited by the Code of Ethics of the American Medical Association.
4. Landlord shall prescribe the weight, size and position of all safes used in the Building, and such safes shall in all cases stand on wood or metal of such size as shall be designated by Landlord. All damage done to the Building, by putting in, or taking out or maintaining a safe, shall be repaired at the expense of Tenant.
5. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Demised Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the use of general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Tenant shall not go upon the roof of the Building.
6. The Demised Premises shall not be used for the storage of unrelated merchandise or for lodging. Cooking shall be done or permitted by Tenant on the Demised Premises, provided that such use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations.
7. Landlord will furnish Tenant with two (2) keys to the Demised Premises, free of charge. No additional locking devices shall be installed in the Demised Premises by Tenant, nor shall any locking device be changed or altered in any respect without the prior written consent of Landlord. All locks installed in the Demised Premises, excluding Tenant's vaults and safes, or special security areas (which shall be designated by Tenant in a written notice to Landlord), shall be keyed to the Building master key system. Landlord may make reasonable charge for any additional lock of any bolt (including labor) installed on any door of the Demised Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys to doors in the Demised Premises.
8. Tenant shall schedule with Landlord, by written notice given no less than forty-eight (48) hours in advance, its move into or out of the Building, and Tenant shall reimburse Landlord upon demand for any additional security or other charges incurred by Landlord as a consequence of such moving. The persons employed by Tenant to move equipment or other items in or out of the Building must be acceptable to Landlord. The floors, corners and walls of elevators and corridors used for the moving of equipment or other items in or out of the Building must be adequately covered, padded and protected, and Landlord may provide such padding and protection, at Tenant's expense. Landlord will not be responsible for loss of or damage to any such property from any case, and all damages done to the Building by moving or maintaining Tenant's property shall be repaired at the expense of Tenant.
9. Tenant shall not use or keep in the Demised Premises or the Building any material which is prohibited by standard local codes. Tenant shall not use, keep or permit or suffer the Demised Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business in the Building other than activity normally associated with the standard operation of the Tenants business.
10. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hangings or decorations other than standard window coverings shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord.

11. Tenant shall see that the doors of the Demised Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Demised Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all tenants shall keep the doors to the Building corridor closed at all times except for ingress and egress and all tenants shall at all times comply with any rules or orders of the fire department with respect to ingress and egress.
12. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be deposited therein, and any damage resulting to same from Tenant's misuse thereof shall be paid for by Tenant.
13. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Demised Premises of, or use or permit the use of any sidewalk or common area adjacent to the Demised Premises for the sale of, newspapers, magazines, periodicals, theater tickets or any other goods, merchandise, or service, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, business in or from the Demised Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Demised Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Tenant's lease.
14. Tenant shall not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building without Landlord's written permission.
15. Tenant shall not use in any space, or in the common areas of the Building, any hand trucks except those equipped with rubber tires and side guards or such other materials-handling equipment as Landlord may approve. No other vehicles of any kind shall be brought by Tenant into the Building or kept in or about the Demised Premises.
16. Tenant shall store all its trash and garbage within the Demised Premises until removal of same to such location outside the Building as may be designated from time to time by Landlord. No material shall be placed in the Building trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City without being in violation of any law or ordinance governing such disposal.
17. All loading, unloading and delivery of merchandise, supplies, materials, garbage and refuse shall be made on and through such entryways and elevators and at such times as Landlord shall designate. In its use of the Loading areas of the Building, Tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall Tenant park vehicles therein except for immediate loading and unloading purposes.
18. Canvassing, soliciting, peddling or distribution of handbills or any other written material outside of demised property is prohibited and Tenant shall cooperate to prevent same.
19. Landlord reserves the right to select the name of the Building and to make such changes or changes of name as it may deem appropriate from time to time, and Tenant shall not refer to the Building by any name other than: (i) the name as selected by Landlord (as same may be changed from time to time), or (ii) the postal address, approved by the United States Post Office. Tenant shall not use the name of the Building in any respect other than as an address of its operation in the Building without the prior written consent of Landlord. Landlord will compensate Tenant for reasonable replacement costs to signage, promotional material and stationery.
20. Tenant assumes all responsibility for protecting its premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.
21. All incoming mail and package deliveries shall be received at the area in the Building designated by Landlord for such purposes.

22. Landlord reserves the right to exclude or expel from the Building any person who is, in the judgment of Landlord, intoxicated or under the influence of alcohol or other drug or who is in violation of any of the Rules or Regulations of the Building.
23. No animals, birds or livestock shall be permitted in the Demised Premises or the Building.
24. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.
25. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other, and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Demised Premises, and for the preservation of good order therein.
26. Wherever the word "Tenant" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Tenant's assigns, agents, clerks, employees and visitors. Wherever the word "Landlord" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, employees and visitors.
27. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any lease of premises in the Building.
28. Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations by Tenant's employees, agents, clients, customers, invitees and guests.
29. So long as the parking shall remain on the premises of the Center, Landlord reserves the right to designate and enforce employee parking areas should it become necessary in Landlord's sole judgment to do so.

Exhibit C
Affordable Housing Requirements and Income Limits

PSND acknowledges and agrees that one hundred percent (100%) of the seventeen (17) units located at 45 19th Ave SW, Minot, ND 58701, will benefit households having initial incomes at or below eighty percent (80%) of the AMI, adjusted for household size, as established under income guidelines of HUD. These income limits are determined according to HUD's income limits for the area which the address is located.

Based upon 2025 HUD-described income limits for this area, the following income limits apply for all beneficiaries of the housing units developed using CDBG funds.

HUD Household 2025 80% Income Limits, Ward County, ND

Category	1 Per	2 Per	3 Per	4 Per	5 Per	6 Per	7 Per	8 Per
EXTRA LOW INCOME	23,600	27,000	30,350	33,700	37,650	43,150	46,650	54,150
VERY LOW INCOME	29,350	44,950	50,550	56,150	60,650	65,150	69,650	74,150
LOW INCOME	62,900	71,900	80,900	89,850	97,050	104,250	111,450	118,650

The above-referenced income limits may be periodically adjusted, based upon HUD's annual adjustments. Upon any adjustment, PSND shall apply the most current income limits in effect at the time of each rental application.

Exhibit D

Affirmative Marketing Plan

Prior to rental activity, PSND shall cause to be established and implemented a written Affirmative Marketing Plan and procedures defining actions to provide information and to otherwise attract eligible persons in the housing market area to the following addresses: 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW# 202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #208, 45 19th Ave SW #208, 45 19th Ave SW #207, 45 19th Ave SW #210 without regard to race, color, national origin, sex, religion, familial status, or disability. The Affirmative Marketing Plan shall include, but not necessarily be exclusively limited to:

1. The method to be used in informing the public and potential renters about the availability of housing at the following property addresses: 45 19th Ave SW #101, 45 19th Ave SW #102, 45 19th Ave SW #103, 45 19th Ave SW #104, 45 19th Ave SW #105, 45 19th Ave SW #106, 45 19th Ave SW #108, 45 19th Ave SW #110, 45 19th Ave SW #201, 45 19th Ave SW# 202, 45 19th Ave SW #203, 45 19th Ave SW #204, 45 19th Ave SW #205, 45 19th Ave SW #206, 45 19th Ave SW #208, 45 19th Ave SW #208, 45 19th Ave SW #207, 45 19th Ave SW #210.
2. Procedures to be used to inform and solicit application from people in the housing market area not likely to apply for housing without special outreach.
3. The use of the federal Equal Housing Opportunity logotype or slogan shall be contained on all advertisements, press releases, brochures, and materials used in the solicitation of housing beneficiaries or to otherwise inform the public about the availability of housing under this Agreement.
4. A Fair Housing poster shall be displayed, in locations available to the public, at the office of PSND, any sales/rental office and, in the case of rental property, at any community room on the property.
5. A brochure or similar printed document, describing federal Fair Housing laws shall be provided to each applicant for housing under this Agreement.
6. An annual record of PSND's actions to affirmatively markets units shall be maintained by PSND and made available for City inspection.
7. During the twenty (20) year Affordability Period, PSND shall annually assess its success of affirmative marketing actions, and provide said assessment, in writing, to the City within sixty (60) days following the end of each calendar year. PSND shall take necessary and appropriate action to correct deficiencies found from the annual assessment, whether identified by PSND or reasonably required of the City.

Exhibit E
Maintenance Responsibilities and Expectations
Broadway Circle Project (Premises) – Pathfinder Services of ND (PSND)

Pursuant to the Operations and Maintenance Agreement between the City of Minot and Pathfinder Services of ND ("PSND"), PSND agrees to operate and maintain the Broadway Circle project in a manner consistent with the standards of a reasonably prudent property owner and landlord. PSND shall, at its sole cost and expense, be responsible for all maintenance, repairs, and replacements necessary to keep the Premises, including the interior and exterior portions, structural components, roof, plumbing, HVAC, electrical systems, parking areas, sidewalks, landscaping, and all other improvements, in good condition and repair throughout the term of this Lease, reasonable wear and tear excepted. PSND shall promptly make all repairs and replacements necessary to maintain the Premises in compliance with all applicable laws, ordinances, and regulations. The following maintenance responsibilities and expectations shall apply to all structures and grounds within the Broadway Circle project, including the commercial building, the homeless shelter, and the low-to-moderate income (LMI) apartment complex.

I. General Maintenance Responsibilities

- Building Structure and Interior
- HVAC Systems
- Plumbing and Water Systems
- Electrical Systems
- Life Safety Systems
- Appliances and Fixtures
- Surveillance Equipment
- Roofing

II. Grounds and Exterior Maintenance

- Snow and Ice Removal
- Lawn and Landscaping
- Trash and Debris
- Exterior Lighting
- Pest Control
- Parking Lot striping
- Painting, Siding Maintenance
- Property signage
- Playground Upkeep

III. Routine System Checks and Preventative Maintenance

- Monthly walk-throughs of all common areas and building systems
- Quarterly testing of fire and life safety systems
- Biannual HVAC system checks (spring and fall)
- Annual roof, foundation, and exterior inspection reports
- Annual maintenance of mechanical systems (boilers, water heaters, sump pumps, etc.)

IV. Recordkeeping and Reporting

- PSND shall maintain logs of all maintenance activities, inspections, work orders, and repairs
- Records shall be made available to the City and HUD upon request and during routine monitoring visits
- PSND shall notify the City within forty-eight (48) hours of any emergency condition that affects habitability or major system failure (e.g., HVAC outage, gas leak, fire damage)

**Exhibit F
Insurance and Bonding Requirements**

- a. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Property insurance insuring the full and true replacement value of all Tenant's real property and personal property located on or in the buildings in which the leased premises are located for all losses.
- c. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- d. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Agreement. For the purposes of this Agreement, the only state of operation is North Dakota.
- e. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance.
- f. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. PSND must continually maintain such coverage during the Affordability Period and for three (3) years thereafter.

The insurance coverage listed above must meet the following additional requirements:

- g. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of PSND. The amount of any deductible or self-retention is subject to approval by the City.
- h. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the City.
- i. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in the Agreement.
- j. The City shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of PSND.
- k. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the City.
- l. PSND shall furnish a certificate of insurance to the City before commencement of this Agreement.
- m. Failure to provide insurance as required in this Agreement is a material breach of the contract, entitling the City to terminate this Agreement immediately.
- n. PSND shall provide thirty (30) days' notice of any cancellation or material change to the policies or endorsements. PSND shall provide on an ongoing basis a certificate of insurance during the term of the Agreement. A renewal certificate will be provided ten (10) days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) days in the event of any change in policy.

Exhibit G

Applicable Federal Requirements

A. Civil Rights Compliance

If applicable to the CDBG eligible activity related to the acquisition of real property, PSND shall comply with Title VI of the Civil Rights Act of 1964 as amended, and Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (B) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

B. Non-Discrimination

PSND shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 2 CFR 570.607, as revised by Executive Order 13279. PSND will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. PSND will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

C. Section 504 of the Rehabilitation Act of 1973

With respect to contracts for the rental development, PSND shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. Upon written request from PSND, the City shall provide the PSND with guidelines necessary for compliance with that portion of the Regulations in force during the term of this Agreement.

D. Title VI of the Civil Rights Act of 1974

PSND agrees to comply with Title VI, as well as other antidiscrimination laws, at all times including emergencies. Title VI provides that:

“no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance”

Title VI requires that recipients of federal financial assistance are prohibited from implementing facially neutral policies and practices that have a disproportionate impact on protected groups. Additionally, Title VI requires recipients to ensure that LMI persons have meaningful access to programs or activities, benefits, services, and vital information. To avoid violations of federal law, recipients must ensure that their actions do not exclude individuals because of their race, color, or national origin, including Limited English Proficiency (LEP).

E. Employee Restrictions/Prohibited Activity

PSND is prohibited from using program income received from rental contracts/leases in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

F. OSHA

Where employees of PSND are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

G. Conflict of Interest

PSND shall abide by the provisions of 24 CFR 570.611, which include (but are not limited to) the following:

1. PSND shall maintain a written code or Standards of Conduct that shall govern the performance of its officers, employees and/or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of PSND shall participate in the selection, or in the award, or administration of a contract if a conflict of interest, real or apparent.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of PSND or any designated public agency.

PSND hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, PSND will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. PSND will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that PSND shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Copyright

If this Agreement results in any copyrightable material or inventions, PSND and/or the City reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use to authorize others to use, the work or materials for governmental purposes.

I. Copeland Anti-Kickback Act of 1934

When applicable, PSND shall comply with the Copeland "Anti-kickback" Act of 1934, (40 USC 3145) prohibits and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

J. Lead Based Paint Poisoning Prevention Act of 1971, (42 USC 4831)

When applicable, PSND shall comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35 and all other related federal regulations, prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; requires notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning; requiring inspection and testing of such housing and requires elimination of any lead-based paint hazards in such housing that is to be rehabilitated, modernized or improved under this Agreement.

K. Section 3 Housing/Community Development Act of 1968

When applicable, PSND shall comply with Section 3 of the Housing and Community Development Act of 1968, and 24 CFR part 135 as amended, provides that, to the greatest extent feasible, opportunities for training, employment, and new contracting opportunities that arise through HUD financed projects under this Program will be given to lower income persons who qualify as a Section 3 resident in the unit of the project area of the Family Homeless Shelter?, and that contracts be awarded to businesses located in the project area Broadway Circle? owned, in substantial part, by Section 3 eligible residents of the project area Broadway Circle or who have thirty percent (30%) or more of their full-time employees qualify as a Section 3 residents. The regulation applies to any HUD grant exceeding \$200,000 and any subaward exceeding \$100,000. PSND will provide the City with verification of compliance with Section 3 for contractors and subcontractors define timeline for providing verification.

As a condition of receiving Federal funds, PSND is required to comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 (Section 3), PSND is required to pass down the Section 3 requirements to construction contractors and subcontractors funded with HUD funds and to monitor contractors and subcontractors for compliance with these requirements.

L. Acquisition Policy

1. PSND shall comply with Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
2. PSND shall inform affected persons of their rights and of the acquisition policies and procedures set forth in the HUD regulations at 24 CFR Part 42.



TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: September 15, 2025

SUBJECT: PUBLIC HEARING: 2026 ANNUAL BUDGET

I. RECOMMENDED ACTION

It is recommended City Council approve the 2026 budget ordinance on first reading.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

Pursuant to NDCC 40-40-08, the City of Minot is required to conduct a public hearing of protests and objections to any items or amounts set forth in the preliminary budget. The Council will then adopt a budget ordinance with two readings and the final levy certification will be forwarded to Ward County by October 10th per NDCC.

B. Proposed Project

N/A

C. Recommendation Detail

It is recommended City Council approve the 2026 budget ordinance on first reading.

IV. IMPACT

A. Aspirations

The 2026 proposed budget met all of the City Council aspirations.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The Preliminary Budget totals \$211,160,751 with a property tax levy of \$29,574,110.

VI. ALTERNATIVES

The City Council can motion to make any changes to the proposed 2026 budget that they choose.



ORDINANCE NO.

ANNUAL BUDGET ORDINANCE

An ordinance entitled the "Annual Budget Ordinance," appropriating the sums of money needed to defray the expenses and liabilities of the City of Minot, North Dakota, and making the annual tax levy for the period January 1, 2026, and ending December 31, 2026.

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

- §1: The City Manager's budget is hereby approved.
- §2: The Position Classification and Fiscal Year 2026 Compensation Plan is hereby approved.
- §3: Total appropriations: Based upon the foregoing, and notwithstanding any prior ordinance to the contrary, (except those relating to the issuance of outstanding revenue bonds), there is hereby appropriated the following sums of money deemed necessary to defray the expenses and liabilities of the City of Minot, North Dakota, for the period beginning January 1, 2026 and ending December 31, 2026:

	2026 BUDGET
<u>GENERAL FUND</u>	\$ 71,100,780
<u>ENTERPRISE FUNDS</u>	
AIRPORT	24,947,535
CEMETERY	613,164
PARKING AUTHORITY	33,619
SANITATION	7,228,169
WATER, SEWER, AND STORM SEWER	36,331,537
PARKING RAMPS	207,262
<u>SPECIAL REVENUE FUNDS</u>	
PUBLIC TRANSPORTATION	2,081,350
LIBRARY	2,183,097
NAWS BIOTA PLANT	1,908,696
FLOOD CONTROL MAINTENANCE	754,907
EMERGENCY FUND	80,848
CENTRAL DAKOTA MPO	633,418
CDBG ENTITLEMENT	315,990
<u>DEBT SERVICE FUND</u>	
DEBT RETIREMENT	6,981,968
<u>CAPITAL PROJECT FUNDS</u>	
CAPITAL INFRASTRUCTURE	6,286,000
CAPITAL EQUIPMENT	1,765,623
CAPITAL FLOOD CONTROL	8,890,000
TOTAL OPERATIONS	172,343,963
<u>OTHER FUNDS</u>	
SALES TAX	15,380,205
SALES TAX FLOOD CONTROL	14,395,857
SALES TAX NAWS	10,011,086
	<u>\$ 212,131,112</u>

§4: There is hereby levied upon the taxable property in the City of Minot, North Dakota, for the period beginning January 1, 2026 and ending December 31, 2026 inclusive, the following sums of money:

	2026 LEVY
GENERAL FUND - 1601	\$ 19,347,023
GENERAL FUND - 1601 E911	1,030,076
AIRPORT - 1606	489,066
CEMETERY - 1614	246,727
PUBLIC TRANSPORTATION - 1638	577,524
LIBRARY - 1613	1,992,418
TOTAL OPERATIONS	<u>23,682,833</u>
DEBT RETIREMENT GENERAL OBLIGATION BONDS - 1622	944,254
DEBT RETIREMENT SPECIAL ASSESSMENT BONDS - 1623	34,097
GRAND TOTAL	<u>\$ 24,661,184</u>

§5: This ordinance shall become effective upon final passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

Mark Jantzer, Mayor

ATTEST:

Mikayla McWilliams, City Clerk

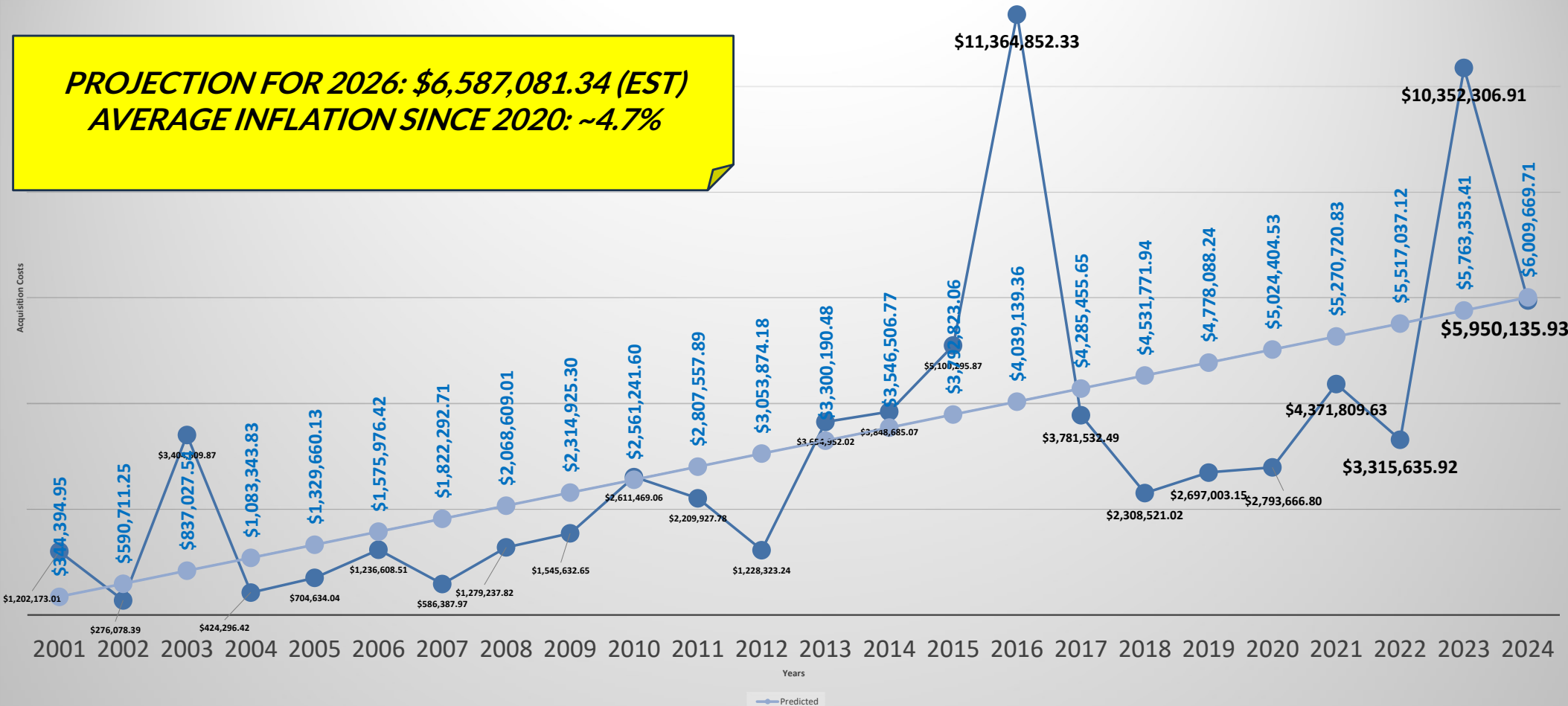
Department	Fund Type	Year	Manufacturer	Model	Realistic Costs	Total Weighted Score	Comments
CEMETERY	Enterprise	1993	JOHN DEERE	410D	\$250,000.00	5.60	Back Hoe Poor condition Replace with Compact Excavator
STREET	General	1997	CATERPILLAR	938F	\$310,000.00	5.60	Loader in poor condition High Hours
GARBAGE COLLECT	Enterprise	1993	LEACH	2R-II	\$200,000.00	3.80	Packer for Trash Truck no longer in service Would be Rear Load Replacement
POLICE ADMIN/PAT	General	1999	CHEVY	C6500	\$500,000.00	2.90	Bomb Truck
GARBAGE COLLECT	Enterprise	2000	IHC	4700	\$150,000.00	2.60	Trash Truck Replace with A6010
FIRE CONTROL	General	2000	CHEVY	2500	\$50,000.00	2.20	Snow Plow Pickup at Airport station?
STREET	General	1991	GMC	TOPKICK 1	\$70,000.00	2.20	Sander Truck
STREET	General	1992	JOHN DEERE	5200	\$50,000.00	2.20	Boom Mower
STREET	General	1993	BRUSH BANDIT	MODEL 150	\$50,000.00	2.20	Tree Chipper use by several departments
SEWAGE PUMPING	Enterprise	2000	FORD	SERVICE TRUCK	\$180,000.00	2.00	Flat bed Crane Truck
SEWAGE PUMPING	Enterprise	1996	FORD	F800	\$160,000.00	1.80	Flusher Truck Backup
STREET	General	1967	FORD	F950	\$70,000.00	1.80	Steamer Truck
STREET	General	1980	GMC	CC7D042	\$70,000.00	1.80	Steamer Truck
STREET	General	1997	GMC	TOPKICK 2	\$70,000.00	1.80	Salt Sander
WATER PLANT	Enterprise	1989	FIAT ALLIS	FR-11	\$275,000.00	1.80	Loader minimal use may not replace or consider used unit
GARBAGE COLLECT	Enterprise	1986	LEACH	2R-II	\$100,000.00	1.60	Packer for Trash Truck no longer in service
FIRE CONTROL	General	2000	FORD	F550	\$70,000.00	1.20	Fire
CEMETERY	Enterprise	1996	DODGE	DAKOTA	\$50,000.00	1.00	Minimal use Pickup Possible repurpose with other unit
CEMETERY	Enterprise	1998	JOHN DEERE	GATOR	\$15,000.00	1.00	Utility Vehicle used for grounds maintence
LANDFILL	Enterprise	1972	VERSATILE	700	\$350,000.00	1.00	Tractor for packer use mininal useage
LANDFILL	Enterprise	1989	JOHN DEERE	AMT 600	\$10,000.00	1.00	Utility Vehicle minimal use
STREET	General	1993	DYNAPAC	ROLLER	\$35,000.00	1.00	Spare
STREET	General	1997	UNKNOWN	SMT-400	\$25,000.00	1.00	Tar Kettle
TRAFFIC	General	1994	FORD	F150	\$50,000.00	1.00	Minimal Use Pickup/Spare
WATER DISTRIBUTIO	Enterprise	1997	CHEVY	3500	\$80,000.00	1.00	Pickup with Dump Box Good Unit
WATER PLANT	Enterprise	1984	JOHN DEERE	850	\$60,000.00	1.00	Tractor/Mower minimal use
FIRE CONTROL	General	2000	UNKNOWN	TRAILER	\$5,000.00	0.00	Fire Trailer
LANDFILL	Enterprise	1975	WALTER	ZCQD	\$160,000.00	0.00	No longer in use will change status to PA
LANDFILL	Enterprise	1990	FERGUSON	120	\$50,000.00	0.00	Sold
LANDFILL	Enterprise	1999	DODGE	1500 4X4	\$50,000.00	0.00	New Truck on order
PROPERTY MAINTEN	General	1991	JOHN DEERE	AMT 600	\$10,000.00	0.00	Sold?
PROPERTY MAINTEN	General	1996	JOHN DEERE	TR526	\$3,000.00	0.00	Snow Blower Sent to Auction
SHOP	General	1985	IHC	S-1900	\$300,000.00	0.00	Possible Replacement Shop Wrecker Out of Service to be SOLD
STREET	General	1998	FORD	F150	\$50,000.00	0.00	Will be sold at auction
STREET	General	1999	GMC	TC7H042	\$70,000.00	0.00	Sander Truck sent to Auction
TRAFFIC	General	1998	FORD	F150	\$50,000.00	0.00	Pickup to Despose? Work with Stephen
WATER DISTRIBUTIO	Enterprise	1996	FORD	F800	\$160,000.00	0.00	To be sold at auction
WATER DISTRIBUTIO	Enterprise	1996	FORD	F800	\$160,000.00	0.00	511 was transferred to Storm Sewer and converted to a water truck now Unit# 709
WATER PLANT	Enterprise	1996	UNKNOWN	TRAILER	\$5,000.00	0.00	Trailer

DEPARTMENT	FUND SOURCE		VEHICLE REQUEST		ESTIMATED COST	WEIGHTED SCORE
LANDFILL	ENTERPRISE		DOZER 950 (JD 850 LEASE TURN IN)		\$100,000.00	6.60
LANDFILL	ENTERPRISE		COMPACTOR 90K CLASS (TRADE 2013 BOMAG)		\$200,000.00	5.80
LANDFILL	ENTERPRISE		CAT 627 SCRAPER (LEASE BUYOUT)		\$379,000.00	5.60
GARBAGE COLLECTION	ENTERPRISE		GARBAGE TRUCK		\$370,000.00	3.80
STORM WATER	ENTERPRISE		HARPER 72LC SLOPE MOWER		\$70,000.00	3.00
STORM WATER	ENTERPRISE		CCTV CAMERA SYSTEM		\$15,000.00	3.00
WATER DISTRIBUTION	ENTERPRISE		3/4 TON EXT CAB W/BOX		\$85,000.00	1.00
ASSESSORS	GENERAL		SEDAN		\$30,000.00	3.30
POLICE DEPT	GENERAL		P1 FORD EXPLORER PIU (2022)		\$65,000.00	6.80
POLICE DEPT	GENERAL		P19 FORD TAURUS PIU K9 (2018)		\$80,000.00	6.10
INSPECTIONS	GENERAL		FORD EXPEDITION (2013)		\$70,000.00	5.80
POLICE DEPT	GENERAL		P15 FORD TAURUS PIU K9 (2018)		\$80,000.00	5.40
INSPECTIONS	GENERAL		FORD EXPLORER (2018)		\$50,000.00	5.30
INSPECTIONS	GENERAL		FORD EXPLORER (2020)		\$50,000.00	5.00
INSPECTIONS	GENERAL		FORD EXPLORER (JEEP PATRIOT (2015))		\$50,000.00	4.60
PLANNING & CODE ENFORCE	GENERAL		FORD EXPLORER		\$50,000.00	4.40
POLICE DEPT	GENERAL		FORD EXPLOER PIU (2026)		\$80,000.00	4.00
POLICE DEPT	GENERAL		FORD EXPLORER PIU (2026)		\$80,000.00	4.00
POLICE DEPT	GENERAL		D32 CHEVY 1500 (2013)		\$50,000.00	3.80
TRAFFIC	GENERAL		CHERRY BUCKET TRUCK (FORD F550 UTILITY TRUCK)		\$175,000.00	2.90
FIRE CONTROL	GENERAL		CUSTOM AERIAL APPARATUS (3-4 YEAR LEAD)		\$2,000,000.00	2.20
INSPECTIONS	GENERAL		FORD EXPLORER (FORD FUSION (2013))		\$50,000.00	2.20
INSPECTIONS	GENERAL		FORD EXPLORER (FORD TAURUS (2013))		\$50,000.00	1.80
PLANNING & CODE ENFORCE	GENERAL		FORD EXPLORER (FORD TAURUS (2013))		\$50,000.00	1.80

25-YEAR CAPITAL EQUIPMENT ACQUISITION HISTORY

Regression / Trend Analysis of 25 Year Acquisition Costs

PROJECTION FOR 2026: \$6,587,081.34 (EST)
AVERAGE INFLATION SINCE 2020: ~4.7%





TO: Mayor and Members of the City Council

FROM: Kelly Beck, Human Resources Director

DATE: September 15, 2025

SUBJECT: CITY MANAGER FINALIST RECOMMENDATIONS

I. RECOMMENDED ACTION

It is recommended City Council approve moving forward with interviewing the following three finalists:

- 1. Tom Joyce**
- 2. David Kees**
- 3. David Lakefield**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The HR Team is working to backfill the City Manager role after it was vacated by former City Manager, Harold Stewart. Since posting the position, we have received 53 total applications. Of those 53, 14 currently meet the qualifications for the role. 8 have previous direct city government experience. I recommend the Mayor, Council President, and HR Director review these applications.

On September 2, 2025, the City Council motioned to have the Mayor, Council President, and HR Director review the applicants. The HR Director conducted an initial screening and confirmed continued interest in the position from the applicants. The final part of the motion directed the HR Director to bring the top three recommended finalists to the September 15, 2025, Regular City Council meeting. The City Council will have to discuss when to host the interviews and the public meet and greet.

B. Proposed Project

The team has handled the recruitment of candidates for this role without the assistance of an outside staffing agency,

C. Recommendation Detail

It is recommended City Council approve moving forward with interviewing the following three finalists:

1. Tom Joyce
2. David Kees
3. David Lakefield

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

By moving forward with this process, we are able to get closer to filling the role of City Manager.

C. Fiscal Impact

This project has no outside recruiting costs. The fiscal impact of filling the role so far has been minimal.

Project Costs

\$450-ICMA Job Post

Project Funding

N/A

VI. ALTERNATIVES

1. Alternatives to HR filling the role is to hire an external recruiter to fill the role. The cost of this is typically around \$20,000. Based on the candidates thus far, I believe we have good choices already sourced for Minot's next City Manager.
2. The other alternative is to restart the search with internal resources.



TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: September 15, 2025

SUBJECT: SETTLEMENT AGREEMENT WITH PARKVIEW MHP, LLC

I. RECOMMENDED ACTION

It is recommended City Council approve the attached Settlement Agreement and authorize the Mayor and appropriate City staff to execute the Settlement Agreement, Purchase Agreement, and any other documents necessary to carry out the terms of the Settlement Agreement.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

Property owned by Parkview MHP, LLC was identified as a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. The property consists of real estate and 107 mobile homes. After negotiations failed to progress, the Council authorized staff to commence an eminent domain proceeding. That proceeding was initiated, and the Council provided negotiation instructions to its negotiators in executive session on July 21, 2025.

B. Proposed Project

City staff and contract counsel negotiated the attached settlement agreement which contemplates the City paying Parkview, MHP, LLC the total sum of \$8,520,000.00 as a global/full settlement of any and all claims, costs, reimbursements, or expenses including, but not limited to, just compensation, claims for damages, URA benefits and attorney fees.

C. Recommendation Detail

The settlement reached is consistent with the Council's negotiating instructions and includes the following key terms:

1. Parkview will execute and deliver a warranty deed to the City in recordable form at closing;
2. City will pay any title exam/insurance and other closing costs;

3. Parkview will pay any property taxes for 2024 and prior years and a pro-rata share of 2025 taxes based upon the closing date;
4. Parkview will remove the remaining mobile homes prior to closing;
5. Parkview will clean up the property in accordance with the Notice of Nuisance and Demand for Nuisance Abatement issued to Parkview by the City.

IV. IMPACT

A. Aspirations

Concluding this eminent domain proceeding will achieve the goals of the flood protection project aligns with the Council's 'Resilient & Prepared' resolution.

B. Service/Delivery Impact:

Concluding this eminent domain proceeding will help move the flood control project forward on schedule.

C. Fiscal Impact

State Water Commission funds will be used for this acquisition.

Project Costs

\$8.52 million dollars

Project Funding

100% State Water Commission Funds

VI. ALTERNATIVES

The Council could decline to approve the settlement agreement and provide staff further instruction. If this path is selected, staff recommends scheduling an executive session to provide staff their negotiating instructions.

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SETTLEMENT AGREEMENT

This Settlement Agreement made this ____ day of September, 2025, by and between Parkview MHP, LLC (hereinafter “Parkview”) and City of Minot, a North Dakota municipal corporation (hereinafter “City”).

WHEREAS, the City offered to purchase the following property (hereinafter the “Property”) from Parkview.

Outlot C of the SW1/4 of Section 19, Township 155 North, Range 82 West of the 5th P.M., Ward County, North Dakota

WHEREAS, negotiations to acquire the Property were unsuccessful.

WHEREAS, the City brought an action captioned City of Minot, a North Dakota municipal corporation, Plaintiff v. Parkview MHP, LLC, Defendant in District Court, Ward County, North Dakota filed as Case No. 51-2024-CV-1907 (hereinafter the “Litigation”).

WHEREAS, Parkview answered the City’s Complaint generally denying the allegations made therein.

WHEREAS, the undersigned parties have determined independently that it is desirable and beneficial for each of them to settle, compromise, and resolve their differences. They have reached a settlement agreement with respect to the Litigation as well as benefits which may be available pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) and any similar benefit available under state law and the parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment to Parkview. No later than October 1, 2025, the City shall pay Parkview MHP, LLC the total sum of \$8,520,000.00 as full payment for property acquisition, just compensation, benefits or claims which may be available pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) or any similar state law, damages, attorney fees and costs. Such payment will be made upon the terms and conditions of the Purchase Agreement attached hereto as Exhibit “1.”

2. Execution of Purchase Agreement. City and Parkview agree to enter into a Purchase Agreement attached hereto as Exhibit “1” and further agree to abide by the terms of the attached Purchase Agreement (the “Purchase Agreement”).

3. Clean-up and of Property and Removal of Debris. Prior to closing of the Purchase Agreement, Parkview shall, at no expense to the City, remove all discarded decks, construction materials, weeds, overgrowth and debris from the Property and otherwise restore the Property in accordance with the Notice of Nuisance and Demand for Nuisance Abatement attached as Exhibit “2.”

4. Removal of Personal Property. Prior to closing the of the Purchase Agreement, Parkview shall, at no expense to the City, Parkview shall remove of cause to be removed, the remaining mobile homes on the Property which are not the property of the City. The City owns three mobile homes located on the Property which are not to be disturbed by Parkview.

The mobile homes owned by the City are described as follows:

- 1997 Champion Home B North B; located on Lot 22; photo Exhibit “3”
- 2013 Champion Dutch Limited with detached shed; located on Lot 35; photo Exhibit “4”
- 1999 Homette Homes; located on Lot 50; photo Exhibit “5”

5. Dismissal of Litigation. Upon full compliance with this Agreement including the payment by the City of the sum set forth in paragraph 1 of this Agreement, the parties shall cause the Litigation to be dismissed with prejudice and without costs, expenses, or attorney’s fees to either party by executing and delivering a Stipulation for Dismissal in the form attached hereto as Exhibit “6.”

6. Release. Upon executing this Agreement, the parties forever discharge each other of and from any and all manner and types of claims, demands, actions, causes of action, liabilities, suits, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, and judgments whatsoever, state or federal, in law or equity, and whether the claims or damages are developed or undeveloped, known or unknown, foreseen or unforeseen, asserted or unasserted, suspected or unsuspected, anticipated or unanticipated, permanent or progressive, or from which recovery is uncertain and indefinite, and any and all consequences of any and all such claims, demands, actions, and causes of action, emotional distress, economic damages, non-economic damages, payments and/or distributions under any state or federal statute, special damages, compensatory damages, punitive damages, costs, disbursements, expert witness fees, and attorneys’ fees which the parties may now have or claim to have against each other that relate to the Litigation, the City’s acquisition of the Property, benefits or claims which may be available pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended) as well as any similar benefits available under state law or any claim which Parkview could have alleged or was required to allege in the Litigation. Notwithstanding anything to the contrary, the release described in this Section 6 does not extend to any of the parties’ obligations under this Settlement Agreement or the instruments, documents, or agreements executed and delivered under this Settlement Agreement, all of which will continue in force and effect.

7. Unknown Fact. Parkview expressly acknowledges that it is aware that it and/or its attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the subject matter of this Settlement Agreement and the Litigation, but it is their intention to fully, finally and forever settle and release all of the claims, disputes and differences, known or unknown, asserted or unasserted, suspected or unsuspected, discovery or existence of different or additional facts. Parkview further agrees, as a further consideration for the promises herein, to waive the provision of N.D.C.C. § 9-13-02, which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known, must have

materially affected his or her settlement with the debtor and to waive the provision of N.D.C.C. §§ 9-08-08 and 9-08-09. Parkview agrees and understands that no mistake, whether it be a mistake of fact or law, shall void, impair or otherwise affect the terms and finality of this agreement and the full discharge of the City from any further liability.

8. Performance of Additional Acts. The parties agree to perform such acts and to prepare, execute, file, or record any mutually acceptable documents, instruments, or stipulations reasonably required to perform the covenants, to satisfy the conditions herein contained to comply with the terms of the Purchase Agreement attached hereto or to give full force and effect to this Agreement.

9. Non-Litigation Covenant. The release in this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of the release contained herein. The parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the parties from commencing an action solely to enforce any obligation, term or condition of this Agreement.

10. Non-Admission of Liability. The parties agree this Agreement shall be a full, final, and complete compromise of the Litigation, and it is not nor is any payment hereunder to be construed as an admission of liability or waiver of any defenses by any party. Each of the parties has expressly denied any and all liability and expressly reserves any and all rights to any and all available defenses of any nature whatsoever. It is expressly understood and agreed by the parties that this Agreement shall be a compromised settlement of all of the aforesaid claims, demands, and causes of action which have been, could have been, or were required to be made and that the consideration and promises made for this release are substantially less than the total value or amount of damages claimed by the respective parties.

11. Entire Agreement. This Agreement contains the entire agreement between the parties. No statements, promises, or inducements made by any party or any agent of any party that is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered, except in writing, signed by all parties hereto expressly referencing it.

12. Non-Waiver. No delay or failure by any party to exercise any right under this Agreement and no partial single exercise of any right shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

13. Representation by Counsel/Voluntary Nature of Agreement. The parties acknowledge and represent that they have been represented by legal counsel or are aware of their right to be represented by legal counsel in connection with the consideration and execution of this Agreement. The parties represent and declare that in executing this Agreement, they relied solely upon their judgment, belief, and knowledge, and the advice and recommendation of their own independently selected legal counsel concerning the nature, extent, and duration of their rights and claims and that they have not been influenced to any extent whatsoever in executing this Agreement by any representations or statements not expressly contained or referred to herein. In

entering into this release, the parties acknowledge and expressly warrant and represent to each other, as part of the consideration for the promises contained herein, that before executing this release and settlement agreement they have fully and completely read all of the terms thereof, that no promise, inducement, or agreement expressed therein has been made to them. The terms of this release and Agreement are fully understood and voluntarily accepted by them, without duress or coercion of any kind or type.

14. Contractual Nature of Agreement. The terms and conditions of this Agreement are contractual in nature, and not a mere recital. This Agreement, when fully executed, shall constitute a legal, valid, and binding obligation of the parties, enforceable in accordance with its terms, and shall inure to the benefit of the parties. The parties represent and warrant to each other that they have each respectfully taken the necessary actions to approve this Agreement and have provided the undersigned with the authority to execute and deliver this Agreement and the other instruments, documents, or agreements referenced herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Minot, a North Dakota municipal
corporation

Dated

Mark Jantzer, Its Mayor

Dated

David Lakefield, Its City Finance Director

Parkview MHP, LLC

Dated

By: _____
Its: _____

Dated

By: _____
Its: _____

PURCHASE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of September, 2025, by and between Parkview MHP, LLC, whose address is 1971 West Lumsden Road, Suite 360 Brandon, FL 33511, hereinafter called "Seller," and the City of Minot, a North Dakota municipal corporation, whose address is 10 – 3rd Street SW Minot, ND 58701, hereinafter called "City."

WITNESSETH, Seller agrees to sell, and City agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances thereunto belonging, owned by Seller and located in the County of Ward, State of North Dakota, to wit:

Outlot C of the SW¹/₄ of Section 19, Township 155 North, Range 82 West of the 5th P.M., Ward County, North Dakota

the "Property."

In further consideration of the covenants and obligations contained herein, the parties agree as follows:

1. PURCHASE PRICE. The consideration for all of Seller's right, title, and interest in the Property shall be \$8,520,000.00 as set forth in that certain Settlement Agreement between the parties of even date herewith, payable at closing, which shall be reduced by any amounts paid by the City on behalf of Seller for the purposes set forth in paragraph 9. Seller shall receive no other compensation from City for Seller's right, title, and interest in the Property.

2. ABSTRACT AND TITLE INSURANCE. Prior to closing, Seller shall provide City possession of an abstract of title or title insurance policy showing the marketable title of Seller to the real estate described in this agreement. The cost of any abstract continuation or provision of title insurance shall be paid by City. In the event Seller is unable to deliver an existing abstract or title insurance policy to City, the cost of creating a new abstract or acquisition of title insurance shall be paid by City. Seller shall pay all costs required to perfect its title to the property. Seller agrees to cooperate with City and to execute all documents necessary to demonstrate or obtain marketable title to the property. Upon Closing, all abstracts and title insurance policies shall become the property of the City.

If Seller's title is not insurable or free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects delivered to Seller, then this agreement may be terminated at the option of City, except that City may waive defects and elect to close the purchase. If the City terminates this Agreement, the Settlement Agreement of even date herewith shall be void and of no force or effect and the Seller reserves all rights to compensation related to the Property.

3. DEED. Seller shall execute and deliver to City a Warranty Deed at Closing. Said Warranty Deed shall be in recordable form, conveying marketable title free from all encumbrances, except the following:

- A. Conditions, covenants, restrictions, limitations, terms, easements, and declarations of record;
- B. Taxes, general and/or special assessments, not yet certified for collection;
- C. Facts that a survey or personal inspection of the property will disclose;
- D. All zoning regulations and ordinances; and
- E. Covenants required by federal, state, or local authorities as a result of the acquisition of the property.

4. CLOSING DATE. This transaction shall be finally closed, and a Warranty Deed herein delivered to the City on or before October 1, 2025.

5. POSSESSION. The City shall be entitled to possession of the Property at closing. The City shall be entitled to receipt of all rents and profits from the Property after closing.

6. INSPECTION OF PROPERTY. The City shall have the right to conduct such investigations, inspections, and inventories of the Property as it deems reasonable or necessary prior to closing. Seller grants City, its officers, agents, employees, and independent contractors, the right to enter upon the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of this agreement to investigate, inspect, and perform inventories of the Property and for other purposes consistent with City's interest under this agreement. The City shall defend and indemnify the Owner (including the payment of legal fees and costs) from any and all claims arising from or related to the City's inspection of the property.

7. NO HOLDOVER PERIOD FOR OCCUPANTS. Seller shall ensure that it and all other current occupants vacate the Property on or before closing.

8. PURCHASE PRICE DEDUCTIONS. Prior to disbursing payment to Seller, City may use a portion of the Purchase Price to satisfy Seller's obligations under this document to pay taxes, assessments, mortgages, liens, and acquisition of other parties' outstanding interests in the Property.

9. STATUS QUO MAINTAINED. Except for cleanup of the Property and removal of mobile homes as set forth in Sections 3 and 4 of the Settlement Agreement between the parties hereto, The Property shall be preserved in its present condition, and Seller shall deliver it intact at closing. No salvage is authorized. All risk of loss or damage to the Property is on Seller until closing. Prior to closing, Seller shall promptly give written notice to the City of any loss or damage to the Property. In the event of loss, damage, or destruction of all or part of the Property, the City shall have the option to terminate this agreement immediately. However, in the case of loss, damage, or destruction of all or part of the Property, City shall have the option to (1) take possession of the Property upon completion of the terms and obligations of this Purchase Agreement; (2) terminate this Agreement effective immediately; or (3) renegotiate the Purchase Price. If the City terminates this Agreement, the Settlement Agreement of even date herewith shall be void and of no force or effect and the Seller reserves all rights to compensation related to the Property.

10. UTILITIES. Seller shall be responsible for paying all utility expenses incurred by it or any other occupants prior to the date of possession by City.

11. TAXES. Seller shall pay all taxes on the property described in the Warranty Deed for 2024 and all unpaid taxes for prior years. Taxes for 2025 shall be prorated to the date of closing. The City shall pay taxes for the tax year 2026 and future years.

12. SPECIAL ASSESSMENTS. Seller agrees to pay any and all unpaid special assessments, including but not limited to any uncertified balance of special assessments.

13. TIME IS OF THE ESSENCE. Time is of the essence of this agreement.

14. EXISTING LEASES. Seller represents and warrants to City that, except as stated herein, there are no leases, tenancies, or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive the closing date. Seller shall hold harmless and indemnify City from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy, or other rights of occupancy or use of any portion of the Property except as listed below:

<u>Tenant Name</u>	<u>Tenant Phone #</u>	<u>Lease Date</u>	<u>Lease Beginning Date</u>	<u>Lease Ending Date</u>
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NONE

15. APPROVAL OF COURT. If the Property is an asset of any estate, trust, or guardianship, this document shall be subject to court approval prior to payment of Purchase Price unless declared unnecessary by the City. If court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for a hearing to enable the issuance of an order approving the sale.

16. ENVIRONMENTAL MATTERS.

A. Environmental Representations and Warranties. For purposes of this agreement, the terms “hazardous waste” or “hazardous substance” shall include every material, waste, contaminant, chemical, toxic pollutant, or other substance listed or described in any of the following sources, as amended from time to time: (i) the Resource Conservation and Recovery Act to 1976, 42 U.S.C. 6901 et.seq. (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (Pub. Law. 96-510) (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. 99-499) (SARA) codified at 42 U.S.C. 9601 et.seq.; (iii) Federal Environmental Protection Agency Regulations at 40 C.F.R. Parts 122-124 and 260-265; (iv) North Dakota Code Chapter 19-21; (v) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance” or similar terms, and which could create liability in City or City’s successors in interest; and (vi) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative regulatory or judicial body having jurisdiction over the Property (hereinafter collectively referred to

as “Environmental Laws”). Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall include all substances or materials containing asbestos, PCBs, or hydrocarbons. To Seller’s actual knowledge but with no investigation, Seller represents and warrants to City that during the time that Seller owned the Property:

(1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property that were placed by the Seller;

(2) There is and has been no hazardous waste or hazardous substance stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;

(3) At no time during Seller’s ownership have any federal or state hazardous waste or hazardous substance cleanup funds been expended with respect to any of the Property;

(4) During Seller’s ownership, there were no solid waste disposal site or underground storage tank located in, on, or about the Property that were placed on the Property by the Seller, nor has there been any release from any underground storage tank on real property contiguous to the Property that has resulted in any hazardous waste or hazardous substance coming in contact with the Property;

(5) Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the North Dakota Department of Health, or any other governmental agency with authority under any environmental laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste or hazardous substance on the Property, or any violation of any environmental laws; and

(6) The Property is not subject to any litigation involving Hazardous Waste.

The foregoing representations and warranties and the Environmental Indemnifications set forth in the following subparagraph B shall survive the closing for a period of six (6) months.

B. Environmental Indemnification. Seller agrees to indemnify and hold harmless City from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney’s fees incurred by City to enforce this provision) asserted against or incurred by City by reason of or arising out of the breach of any representation or warranty of the Seller set forth above except for any claims caused by the City or any third-party.

C. Additional Environmental Provisions. Seller shall not store, generate, treat, transport, install, dump, handle, or place any hazardous waste or hazardous substance in, on, or about any portion of the Property. If Seller receives any notice from any

governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the property or otherwise learns of any release or presence of any hazardous waste or hazardous substance on any portion of the Property, Seller shall immediately notify City of such fact. In addition, City or its agents shall have the right to enter the Property at any time to perform additional environmental studies. If at any time the City in its sole and unrevocable discretion, determines that hazardous wastes or hazardous substances are present on any portion of the Property, City may terminate this agreement effective immediately. If the City terminates this Agreement, the Settlement Agreement of even date herewith shall be void and of no force or effect and the Seller reserves all rights to compensation related to the Property.

17. SELLER'S DEFAULT. Should Seller default in completing the terms and conditions of this Purchase Agreement, the City may pursue an action for specific performance of this agreement or seek any other remedy available at law or in equity.

18. CONTRACT BINDING ON SUCCESSORS IN INTEREST. The document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

19. INTENTION OF USE OF WORDS AND PHRASES. Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number and as masculine, feminine, or neuter gender, according to the context.

20. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

21. NO COMMISSION. Each party hereto represents to the other that no real estate commission shall be due on the conveyance contemplated by this agreement.

22. MODIFICATION. No modification of this agreement shall be valid or binding unless the modification is in writing, duly stated, and signed by both parties.

23. SURVIVAL. The obligations and covenants of this Purchase Agreement, specifically, but not limited to paragraphs 14, 16, and 17 shall survive the closing of the sale and any transfer of title to the property to the City for a period of six (6) months.

24. AS IS. Except only as specifically set forth in this Agreement, upon Closing, the City accepts the Property AS IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY THE SELLER.

City agrees to purchase the Property described in this agreement for the price and on the terms and conditions set forth in this agreement.

City of Minot, a North Dakota municipal corporation

By: Mark Jantzer, Its Mayor

By: David Lakefield, Its City Finance Director

STATE OF NORTH DAKOTA)
)ss
COUNTY OF WARD)

On this _____ day of September, 2025, before me, a Notary Public within and for said County and State, personally appeared Mark Jantzer, Mayor and David Lakefield, City Finance Director, known to me to be the persons described in and who executed the within and foregoing instrument, and severally acknowledged to me that they executed the same on behalf of the City of Minot.

Notary Public

NOTICE OF NUISANCE AND DEMAND FOR NUISANCE ABATEMENT

DATE OF NOTICES: 5-2-2025, 6-19-2025 25 case #25-057

ADDRESS OF PROPERTY IN VIOLATION: 625 15 St SE, Minot

LEGAL DESCRIPTION OF PROPERTY IN VIOLATION: Outlots Sec 19-155-82 SW ¼ Outlot C

OWNER OF RECORD OF THE PROPERTY IN VIOLATION: Parkview Mobile Home Park. LLC

Parkview MHP, LLC 1 Engle St. Englewood, NJ 07631-2927

City Staff has identified the following conditions on the above-described property which are prohibited as a nuisance under City of Minot Code of Ordinances Chapter 22:

NUISANCES PER SE: Any accumulation of (i) organic materials or (ii) inorganic materials, or (iii) combination of both, which is located on private property, and which, because of the circumstances in which it is stored or accumulated, presents a hazard to the health or safety of any person or which presents a hazard to any other property, private or public. The items checked below currently exist on the above-described property and are nuisances:

1. ☒ **Garbage (22-1(a)(1)(a)(1))**
2. ☒ **Refuse (22-1(a)(1)(a)(2))**
3. ☒ **Rubbish (22-1(a)(1)(a)(3))**
4. ☐ Walls Leaning or Buckling (9-11("Dangerous building" (1))
5. ☐ Supporting Elements or Members Damaged, Destroyed, or Deteriorated (9-11("Dangerous building" (2))
6. ☐ Exterior Fabric of Building Damaged, Destroyed, or Deteriorated (9-11("Dangerous building" (3))
7. ☐ Building Damaged, Destroyed, or Deteriorated and Health and Safety Issue (9-11("Dangerous building" (4))
8. ☐ Condition Exists that Harbors or Promotes Disease (9-11("Dangerous building" (5))
9. ☐ Inadequate Facilities for Egress (9-11("Dangerous building" (6))
10. ☐ Noxious Weeds (22-1(a)(1)(a)(5))
11. ☐ Materials Subject to Special Storage Requirements (22-1(a)(1)(a)(6))
12. ☐ Open Pits or Excavations not Barricaded or Fenced (22-1(a)(1)(a)(7)) The Building Official shall establish and enforce specifications for barricading and fencing of open pits or excavations intended to protect persons from harm and abate nuisances. Barricading or fencing of open pits or excavation is a temporary measure permitted for a period of time not to exceed six (6) months, unless extended by the City Building Official for a period not to exceed an additional six (6) months.
13. ☐ Barbed Wire or Electric Fences (22-1(a)(1)(a)(8))
14. ☐ Mining, etc. (22-1(a)(1)(a)(9))
15. ☐ Elm Trees with Dutch Elm Disease (22-1(a)(1)(a)(10))
16. ☐ Elm Trees Dead or Substantially Dead (22-1(a)(1)(a)(11))
17. ☐ Privies or Septic Systems Not in Compliance (22-1(a)(1)(a)(12))
18. ☐ Dog and/or Cat Droppings (22-1(a)(1)(a)(14))
19. ☐ Other as Declared by First District Health Unit (22-1(a)(1)(a)(13))

VISUAL NUISANCE: An accumulation or pile of unsightly materials which constitute an eyesore. The items checked below currently exist on the above-described property and are nuisances:

20. ☐ Junked abandoned, disassembled, inoperative, or unregistered automobile (22-1(a)(2)(a))
21. ☒ **Discarded Building Materials (22-1(a)(2)(b))**
22. ☒ **Worn Out and Cast-Off Furniture or Household Item (22-1(a)(2)(c))**
23. ☒ **Weeds or Grasses in Excess of Eight (8) Inches High (22-1(a)(2)(d))**
24. ☒ **Other: Piles of Sticks and Trees (22-1(a)(2)(e))**

Description of Nuisance: Piles of cinder blocks, wood decks, tires, tarps, trailer materials, and other nuisances

RIGHT TO A HEARING ON NECESSITY FOR THE ABATEMENT OF THE NUISANCE:

Any owner who shall receive this Notice may, within five (5) days of receipt after its receipt or personal service, apply in writing to the City of Minot City Manager for a hearing on the necessity of abatement of the nuisance described in this Notice. For more information on appeal rights relating to nuisances and abatement, consult the City of Minot Code of Ordinances Chapter 22 (available at City of Minot City Hall and/or available online at https://library.municode.com/nd/minot/codes/code_of_ordinances?nodeId=COOR_CH22NU)

DEADLINE TO ABATE NUISANCES:

Owner has until **August 25th, 2025** to correct the **NUISANCE ISSUE** listed in this Notice or within the time specified for compliance after a hearing, as applicable ("Deadline for Compliance"). Please refer to the Accepted Procedures for Abatement document (which is attached and incorporated by reference as a part of this specific Notice) as it specifically details the minimum remedial work which is required **at this time** to eliminate the Nuisance.

FUTURE NOTICE:

Owner is further advised that abatement, up to, and including, demolition of any structure on the property described in this Notice may still be required after correction of the unsafe conditions if the structure and/or property is deemed to pose continuing risk to public health and safety by the City of Minot, the local/state health departments and/or any court of competent jurisdiction.

CONSEQUENCES OF NON-COMPLIANCE:

If owner fails to abate the nuisances described in this Notice by the Deadline for Compliance, the City will take the necessary steps to enforce City of Minot Code of Ordinances including, but not limited to:

- (1) **entering upon the property** for purposes of abating the conditions constituting a nuisance with costs of abatement to be assessed against the property;
- (2) **seeking an order for abatement** of the violations constituting a nuisance from a court of competent jurisdiction; **and/or**
- (3) **pursuing criminal charges against the property owner** for harboring or maintaining a nuisance within City limits in violation of City Code Section 22-8 of the City of Minot Code of Ordinances, with each day the nuisance continues to be harbored or maintained after the Deadline for Compliance considered a separate offense under section 22-8, subjecting the property owner, upon conviction, to a penalty of up to thirty days in jail, up to a \$1,500 fine, and/or any sentencing alternatives provided in section 12.1-32-02 of the North Dakota Century Code for the violation of a city ordinance.

NAME OF CITY STAFF WHO OBSERVED CONDITIONS: MARGIE ZIETZ AND NICOLE MATHIESON

POSITION: CODE ENFORCEMENT OFFICER

DATE VIOLATIONS FIRST OBSERVED BY CITY STAFF: 4/22/2025

PHOTOS: Yes **ATTACHED:** Yes

RELEVANT CITY CODE SECTIONS ATTACHED: Yes

ACCEPTED PROCEDURES FOR ABATEMENT ATTACHED: Yes

If the owner in receipt of this Notice should have any questions concerning the matters specified in this Notice, please contact the Code Enforcement Officer Margie Zietz at (701) 837-3657 or email: margie.zietz@minotnd.org

SERVICE:

☒ Certified Mail and regular mail

☐ Publication

☐ Other: _____

Date of Service: 7-16-2025

City of Minot



Case # 25-057 025 15 St SE 7-16-25 NM



Case # 25-057 625 15th St SE



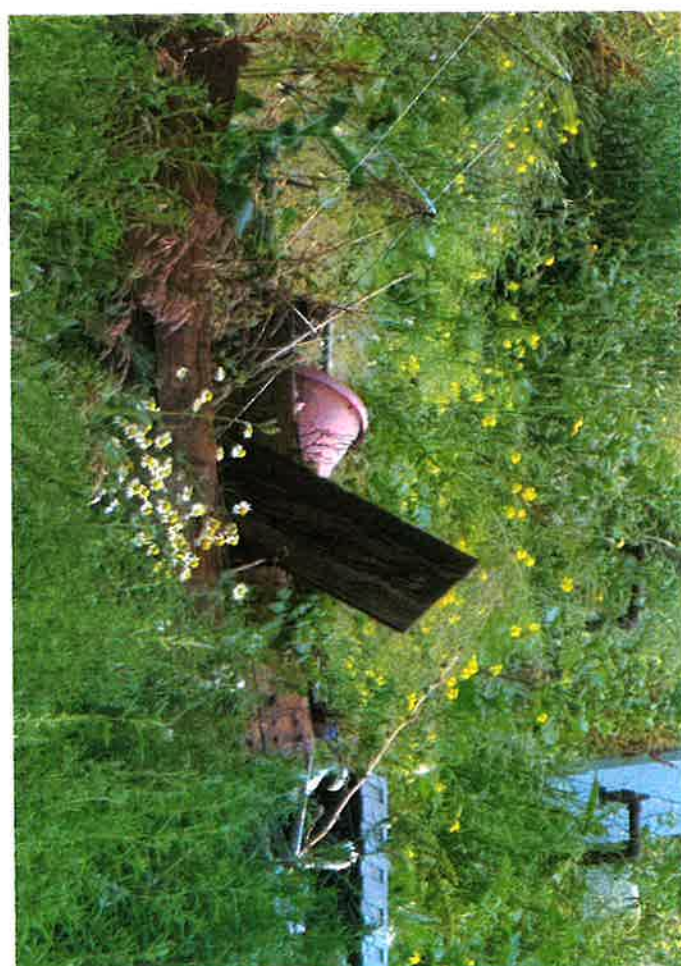
7-10-25 MW



Case # 25-057 625 15 st SE 7-16-25 MM



CASE #25-057 U25 15 St SE 7-14-25 RM









IN DISTRICT COURT, WARD COUNTY, STATE OF NORTH DAKOTA

City of Minot, North Dakota,	)	
a North Dakota municipal corporation,	)	
	)	
Plaintiff,	)	CASE NO. 51-2024-CV-01907
	)	
-vs-	)	<u>STIPULATION FOR DISMISSAL</u>
	)	<u>WITH PREJUDICE AND</u>
Parkview MHP, LLC	)	<u>WITHOUT COSTS</u>
	)	
Defendant.	)	

COME NOW, the parties hereto, by and through their respective counsel of record stipulate and agree that the foregoing action and all causes of action stated in the pleadings may be and the same are dismissed with prejudice and without costs, disbursements, or attorney's fees to either party, the parties have settled their differences.

Dated: _____

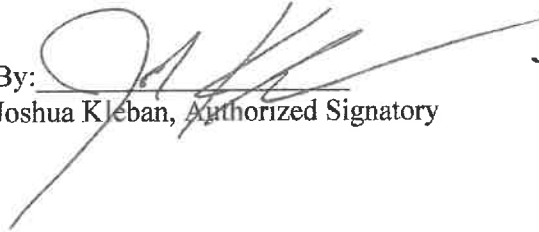
John A. Warcup (ND Bar ID #05129)
SWANSON & WARCUP, LTD.
1397 Library Circle, Suite 202
Grand Forks, ND 58201
Telephone: (701) 772-3407
jwarcup@swlawltd.com
Attorney for Plaintiff

Dated: _____

Abigale R. Griffin (ND#09044)
FREDRIKSON & BYRON, P.A.
51 Broadway, Suite 400
Fargo, ND 58102
Telephone: 701.237.8200
agriffin@fredlaw.com
Attorney for Defendant

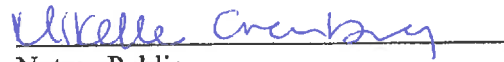
Seller agrees to sell the above-described Property at the price and on the terms and conditions set forth in this agreement.

Parkview MHP, LLC
a Delaware limited liability company
By: Strategic Investment Opportunities LLC, Sole Member

By: 
Joshua Kleban, Authorized Signatory

STATE OF New Jersey)
)ss
COUNTY OF Bergen)

On this 3 day of September, 2025, before me, a notary public, personally appeared Joshua Kleban known to me (or proved to me) to be the Owner of Parkview MHP, LLC that is described in and that executed the within instrument, and acknowledged to me that he executed the same on behalf of Parkview MHP, LLC.


Notary Public



entering into this release, the parties acknowledge and expressly warrant and represent to each other, as part of the consideration for the promises contained herein, that before executing this release and settlement agreement they have fully and completely read all of the terms thereof, that no promise, inducement, or agreement expressed therein has been made to them. The terms of this release and Agreement are fully understood and voluntarily accepted by them, without duress or coercion of any kind or type.

14. Contractual Nature of Agreement. The terms and conditions of this Agreement are contractual in nature, and not a mere recital. This Agreement, when fully executed, shall constitute a legal, valid, and binding obligation of the parties, enforceable in accordance with its terms, and shall inure to the benefit of the parties. The parties represent and warrant to each other that they have each respectfully taken the necessary actions to approve this Agreement and have provided the undersigned with the authority to execute and deliver this Agreement and the other instruments, documents, or agreements referenced herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of Minot, a North Dakota municipal
corporation

Mark Jantzer, Its Mayor

David Lakefield, Its City Finance Director

Parkview MHP, LLC
a Delaware limited liability company
By: Strategic Investment Opportunities LLC,
Sole Member

By: _____
Joshua Kleban, Authorized Signatory

Dated

Dated

Dated



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: September 15, 2025

SUBJECT: REVIEW OF RECYCLING POLICY

I. RECOMMENDED ACTION

This memo and the attached information are presented at the request of the Council to determine if they want to change the recycling policy to allow residents to opt out.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot recycling program officially kicked off in July 2023. Recycling was one of the eventual goals set forth when automated trash collection began in 2017. Since that time, the City of Minot has spent considerable time and resources purchasing containers, transport trailers, and constructing a transfer facility. During the initial program rollout, any resident not wanting to participate in recycling had an opportunity during the first three months of the program to opt out. After that period, recycling became mandatory when new accounts came online or when residents moved. After the initial opt-out period, 9,352 residents started the program. As of September 9, 2025, the program serves 10,166 residents and collects about 1,200 tons of recycling material per year.

During the special city council meeting on September 9, 2025, a motion was made to make recycling 100% voluntary and allow those that don't want to participate an opportunity to opt out.

B. Proposed Project

Council tabled the issue until September 15, 2025, to allow staff time to analyze the effects to the program with different rates of opting out. The analysis is attached for review. Based on the analysis, due to the unknown quantity of opt-outs, it is recommended to leave rates flat for 2026 to see where the program stabilizes and then adjust rates for 2027.

Staff discussed how to handle opt-out periods versus handling opt-outs as calls

come in. Due to the administrative burden of fielding calls and collecting containers, staff's preference would be to offer an opt-out period once or twice a year. If a resident calls to discontinue recycling between opt-out periods they would be added to a list and their container would be collected during the collection period. When new accounts are registered, recycling would be included by default but those not wanting to recycle would be able to remove recycling at that time.

C. Recommendation Detail

This info is being presented at the request of the Council.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

As shown in the attachment, costs for the program increase as participation drops. Rates would need to be adjusted annually to account for customers entering and leaving the program. There would also be staff time invested into facilitating the opt-in/out periods.

Project Funding

Funding for the different costs for recycling are included in the landfill budget each year.

VI. ALTERNATIVES

N/A

Recycling Quantity

Number of Recycling Accounts 10166

Opt-In 85% 75% 65% 55%

lbs/household/yr 240

Labor

Recycling Coordinator \$66,331

Benefits 35%

Total (\$89,546.85)

Transport (per ton)

Hauling Costs \$137 \$137 \$137 \$137

Processing Costs (per ton)

Processing \$83 \$83 \$83 \$83

Revenue 2024 Ave \$122/ton \$100 \$100 \$100 \$100
2025 YTD Ave \$127/ton**Cost Analysis**

Recycling Accounts		8,641	7,625	6,608	5,591
Tons Collected		1,037	915	793	671

Labor	(\$89,546.85)	(\$89,546.85)	(\$89,546.85)	(\$89,546.85)
Ops and Maintenance	\$ (90,000.00)	\$ (90,000.00)	\$ (90,000.00)	\$ (90,000.00)
Transport	\$ (142,059.68)	\$ (125,346.78)	\$ (108,633.88)	\$ (91,920.97)

Processing Cost	\$ (86,065.36)	\$ (75,940.02)	\$ (65,814.68)	\$ (55,689.35)
Commodity Rebate	\$ 103,693.20	\$ 91,494.00	\$ 79,294.80	\$ 67,095.60
Net Processing	\$ 17,627.84	\$ 15,553.98	\$ 13,480.12	\$ 11,406.25

Net Recycling Costs	(\$268,723.00)	(\$258,231.69)	(\$247,740.38)	(\$237,249.07)
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Recycling Cost per account per year	\$ (31.10)	\$ (33.87)	\$ (37.49)	\$ (42.43)
Recycling Cost per account per month	\$ (2.59)	\$ (2.82)	\$ (3.12)	\$ (3.54)