Regular City Council Meeting
Monday, November 17, 2025, at 5:30 PM
City Council Chambers, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REPORT

4. REPORTS

   4.1. CITY MANAGER'S REPORT

   COMMUNITY SURVEY RESULTS - ONPOINTE INSIGHTS PRESENTATION

5. PLANNING COMMISSION

   5.1. PUBLIC HEARING: CASE #2025-47 - ROWAN'S 2ND ADDITION - PRELIMINARY PLAT

   RECOMMENDED ACTION
   It is recommended City Council approve the Preliminary Plat in alignment with the Planning Commission as shown in Attachment A.

   5.2. PUBLIC HEARING: CASE#2025-48 - WHITETAIL RIDGE 3RD ADDITION - ZONING MAP AMENDMENT, PRELIMINARY PLAT

   RECOMMENDED ACTION
   It is recommended City Council approve the Zoning Map Amendment and Preliminary Plat in alignment with the recommendations of the Planning Commission as shown in Attachment A. The Zoning Map Amendment Ordinance is included in Attachment C.

6. PUBLIC HEARING

   6.1. PUBLIC HEARING: FINAL APPROVAL OF CASE NO. M-103 BY BRADLEY SHIMFESSEL FOR A FIVE-YEAR PROPERTY TAX BENEFIT FOR IMPROVEMENTS ON PROPERTY LOCATED AT 1924 3RD STREET NW

   RECOMMENDED ACTION
   It is recommended City Council approve the item, and authorize staff to

forward the application to the State of North Dakota for final approval.

7. CONSENT ITEMS

7.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION
It is recommended City Council approve the minutes of the October 30, 2025, Special City Council meeting and the November 3, 2025, Regular City Council meeting.

7.2. ORDINANCES

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

1. **Ordinance No 6135 - Text Amendment - Summer Cleanup**
2. **Ordinance No 6136 - 2025 BA - PD Pound Services Reallocation - Cash Reserves**
3. **Ordinance No 6137 - 2025 BA - Bus Transmission**

7.3. ORDINANCES

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

1. **Ordinance No 6138 - Ordinance_Criminal.Traffic_Cleanup Ordinance_2nd reading**

7.4. ADMINISTRATIVE APPROVALS

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

1. **Minot Quilt Guild "Prairie Quilters" to conduct a raffle on April 2, 2026, and December 3, 2026, at Vincent Methodist Church (1024 2nd St SE).**
2. **Minot Dance Alliance Dancers Fundraising to conduct a calendar raffle on December 14-25, 2025, at Leier Residence (2713 Crescent Dr).**
3. **Minot High Cheer Booster Club to conduct a calendar raffle on December 1-28, 2025, at Visocsky Residence (1505 Valley Bluffs**

Dr).

4. **Souris Valley Pheasants Forever to conduct a raffle on January 11, 2026, at North Hill Bowl (1901 N Broadway).**
5. **Special Event Permit for The Spot (6 2nd St NE).**

7.5. MAYORAL APPOINTMENTS

RECOMMENDED ACTION
It is recommended City Council confirm the following Mayoral Appointment:

- **Mayor Mark Jantzer to the Minot Air Force Base military compatibility committee.**

7.6. GAMING SITE AUTHORIZATION - PRAIRIE GRIT ADAPTIVE SPORTS

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

- **Prairie Grit Adaptive Sports for a raffle on March 7, 2026, at the Sleep Inn & Suites Conference Room (2400 10th St SW).**

7.7. ALCOHOLIC BEVERAGE LICENSE RENEWALS

RECOMMENDED ACTION
It is recommended City Council approve the alcoholic beverage license renewals for the period of January 21, 2026, through December 31, 2026, for the following businesses:

1. **Broadway Liquor**
2. **El Reparo**
3. **Hotel Revel**
4. **Lucky Strike Casino and Lounge**
5. **MP Wine & Spirits**
6. **MP Wine & Spirits Arrowhead**
7. **MP Wine & Spirits North Hill**
8. **MP Wine & Spirits S Broadway**
9. **Minotauros Hockey**
10. **On the Rocks Lounge**
11. **Staybridge**
12. **The Grand Hotel**
13. **Sleep Inn & Suites**
14. **Happy Joe's**

15. **Aces Lounge & Casino**
16. **AMC Dakota Square 9**
17. **Cashwise**
18. **Bootlegrz**

7.8. RESOLUTION ADOPTING THE 2026 CITY COUNCIL AND PLANNING COMMISSION MEETING SCHEDULE

RECOMMENDED ACTION
It is recommended City Council adopt Resolution 3868 establishing the 2026 meeting schedule for the City Council and Planning Commission.

7.9. APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

RECOMMENDED ACTION
It is recommended City Council approve the October 2025 general accounts receivable write-offs.

7.10. BUDGET AMENDMENT FOR OFFICE FURNITURE

RECOMMENDED ACTION
It is recommended City Council approve the budget amendment on first reading, authorize staff to place the order prior to the second reading due to the delivery timeframe, and authorize the Mayor to sign the quote.

7.11. 16TH STREET INTERCHANGE REHABILITATION ENGINEERING AMENDMENT 1 TO WORK ORDER 2

RECOMMENDED ACTION
It is recommended City Council approve amendment 1 to task order 2 with SRF and authorize the Mayor to sign and approve the budget amendment on 1st reading.

7.12. 2025 SIDEWALK, CURB & GUTTER - FINAL PAYMENT (4870)

RECOMMENDED ACTION
It is recommended City Council approve the final payment of $167,639.52 to be paid to Keller Paving & Landscaping, Inc.

7.13. TITLE VI POLICY STATEMENT AND ASSURANCES

RECOMMENDED ACTION
It is recommended City Council approve the updated Title VI Master Plan, Title VI Assurances and Title VI NonDiscrimination and ADA Policy Statement; and further, authorize the Mayor and Human Resource Director to sign the required documents.

7.14. CASE #2025-51 - LINHA'S 6TH ADDITION - FINAL PLAT

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

7.15. CASE #2025-54 - WOODSIDE 21ST ADDITION - MINOR PLAT

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

7.16. 2025 SIGNAL IMPROVEMENT - FINAL PAYMENT (4883)

RECOMMENDED ACTION
It is recommended City Council approve the final payment of $167,216.20 to be paid to Main Electric Construction, Inc.

7.17. PERKETT DITCH IMPROVEMENTS - FINAL PAYMENT (4751)

RECOMMENDED ACTION
It is recommended City Council approve the final payment for the Perkett Ditch Improvements Project to Hanson Excavating, Inc., in the amount of $53,587.50.

7.18. 2024 SIGNAL CABINET IMPROVEMENT - FINAL PAYMENT (4885)

RECOMMENDED ACTION
It is recommended City Council approve the final payment of $22,409.76 to be paid to Main Electric Construction, Inc.

7.19. LOW HEAD DAM REMEDIATION - APPROVE PLANS AND SPECIFICATIONS (4618.1)

RECOMMENDED ACTION
It is recommended City Council approve plans and specifications for the low head dam remediation project and authorize the project to bid.

7.20. BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES TO POLICE CAPITAL EQUIPMENT FOR PATROL VEHICLE REPLACEMENT

RECOMMENDED ACTION
It is recommended City Council approve the budget amendment on the first reading and approve the purchase of a 2025 Ford Explorer PIU from Nelson Auto through the state bid.

7.21. SETTLEMENT AGREEMENT WITH LIBERTY SIERRA VISTA - EMINENT

DOMAIN

RECOMMENDED ACTION
It is recommended City Council should review and consider approving the attached settlement agreement and authorize the Mayor and staff to carry out any steps necessary to complete the settlement agreement terms.

8. ACTION ITEMS

8.1. NDDOT FEDERAL AID PROJECT SOLICITATIONS 2027-2030 (4985)

RECOMMENDED ACTION
It is recommended City Council approve the following projects be submitted to the CDMPO/NDDOT for programming:

1. **2028 Transportation Alternatives: SRTS Pedestrian Ramp Replacements**
2. **2029 Urban Grant Program: 3rd Street SE Reconstruction Segment 2**
3. **2029 or 2030 Highway Safety Improvement Grant: Burdick Expressway Pedestrian Signals**

8.2. STREET DIVISION F750 BID SELECTION AND BUDGET AMENDMENT

RECOMMENDED ACTION

1. **It is recommended City Council approve the budget amendment on the first reading in the amount of $85,000 from Street Dept 3rd party snow removal to the capital equipment fund;**
2. **Approve the bid selection of Westlie's Truck Center; and**
3. **Authorize the Mayor and Staff to sign applicable documentation.**

8.3. APPROVE CASE NO. FI-16, A REQUEST BY FIVE AND TWO VENTURES, LLC FOR A FACADE IMPROVEMENT FORGIVABLE LOAN IN THE AMOUNT OF $100,000.00 FOR PROPERTY LOCATED AT 13 1ST STREET SE

RECOMMENDED ACTION
It is recommended City Council approve the item and authorize the Mayor to sign the contract.

8.4. NOTICE OF DEFAULT ON TIF AGREEMENT - TRACKS MAVERICK

RECOMMENDED ACTION
It is recommended City Council authorize City staff to proceed with recovery efforts if the default is not cured within the allotted time.

8.5. BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES TO POLICE DEPARTMENT FURNITURE AND EQUIPMENT, AND IT MAINTENANCE AND REPAIR AGREEMENTS FOR EXPANSION OF PATROL FLEET

RECOMMENDED ACTION
It is recommended City Council approve the budget amendment on first reading; and approve the purchase of patrol vehicle equipment, to include software and licensing costs, to expand the patrol fleet by (5) five vehicles.

8.6. ~~BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES TO POLICE DEPARTMENT WEARING APPAREL, DEPARTMENT MATERIALS AND SUPPLIES, AND FURNITURE AND EQUIPMENT FOR UNIFORM AND EQUIPMENT PURCHASES FOR NEW OFFICERS~~ - PULLED

8.7. HIGHLANDS AT NORTH HILL 8TH ADDITION - PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT

RECOMMENDED ACTION
It is recommended City Council approve accepting a bond to perform installation of a walking path required by Planned Unit Development (PUD) in the spring of 2026 to allow for issuance of building permits in 2025.

9. PERSONAL APPEARANCES

10. MISCELLANEOUS AND DISCUSSION ITEMS

10.1. ALCOHOL ORDINANCE - COMPREHENSIVE UPDATE

RECOMMENDED ACTION
This is an informational item with the newly organized draft of the alcohol ordinance. It is recommended City Council consider the attached draft and provide feedback and direction.

11. LIAISON REPORTS

12. ADJOURNMENT

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, City Manager

DATE: November 4, 2025 (for the period 25 Oct – 7 Nov 2025)

City Manager

I attended city manager and installation innovation forums during this period, reuniting and engaging with peers and mentors as I continue to hone my knowledge and skills in public management with a specific focus on community involvement and civic engagement. I also attended sessions focused on the use of Intergovernmental Support Agreements (IGSA) in defense communities and how we can better support Minot Air Force Base by becoming more efficient in our delivery of essential services. I will be meeting with Minot Air Base support leadership soon to discuss a pilot program in 2026-2027. Internal teambuilding events I participated in include our first employee of the quarter reward ceremony where over 70 staff members were recognized for outstanding individual and team contributions and participating in the downtown trick or treat for children at City Hall. Other meetings I attended were the Liaison Meeting with our public service partners (Ward County, Minot Public Schools and the Minot District), as well as the Souris Basin Planning Council's State of the Region.

Engineering
City Engineer, Lance Meyer

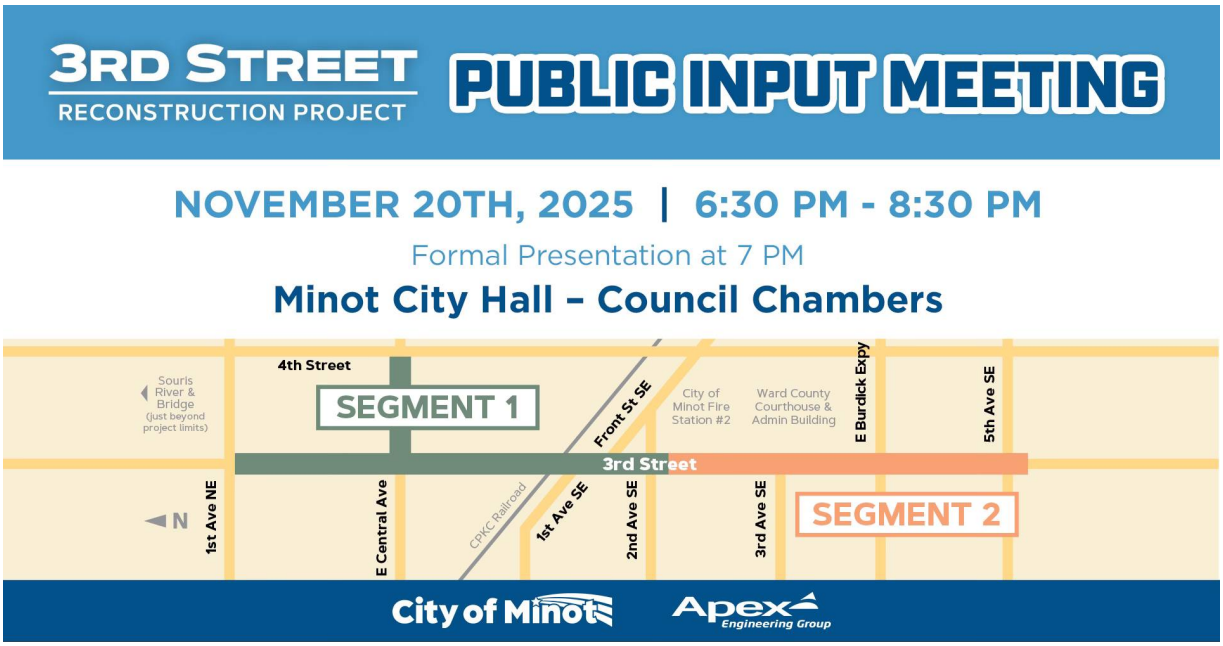
Department Updates

- A working group has been developed to address the backlog of view obstructions throughout Minot.
- Staff has begun coordination with several departments for the annual update of the Standard Specifications and Details for Construction.
- Several NDDOT Grant Solicitations are due shortly. Staff have reviewed those opportunities and potential projects that may be a good fit. Those grant application recommendations to Council are on the 11/17/25 agenda.

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. An engineering contract amendment is on the 11/17/25 agenda.
- 3rd Street and Central Avenue Reconstruction project is in of preliminary design and environmental documentation phase. This work is being completed by our consultant Apex Engineering. A public meeting has been scheduled for November 20th.



2025 Capital Projects

- 16th Street Reconstruction – Park Construction
  The roadway re-opened in mid-October, ahead of the completion date. Additional work will continue for lighting and traffic signals as the contractor is still waiting to receive materials. 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. Recently the Mall Loop Road and the roadway in front of Target were reopened. The project will not be impacting 16th St SW this construction season. Work to cross 16th St SW will happen in 2026.
- 3rd Street Bridge Repair – Industrial Builders
  The contractor has completed repairs and the bridge has reopened.
  Engineering task orders were recently approved to continue design for additional needed repairs.
- South Broadway Box Culvert
  The NDDOT box culvert project under Broadway near the US 2 interchange is underway. Traffic will be head-to-head through the interchange area. Work in the northbound lanes is nearing completion.

2025/2026 Maintenance Projects

- All 2025 projects, except for Street Improvement 4866.4 – East Burdick Frontage Road, are substantially complete and most are ready for final payment.
- 2026 roadway maintenance projects have been identified and are currently under design.

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..... 14

- Structure Fires: 6
- Outside Rubbish/Vegetation Fire: 3
- Mobile Vehicle Fire: 5

2025 Monthly Fire Counts **Year to date Total: 103**

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
8	5	6	18	15	7	12	18	7	14		

YTD Dollar loss attributed to fire..... $616,915

Total incidents reported for the month: 453

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
14	0	345	13	10	35	36	0	0

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:

In October, our crews responded to 453 calls for service, including a steady number of EMS calls—continuing to demonstrate our department's strong commitment to serving the Minot community.

Operations crews completed Auto Extrication training, and I'd like to extend a special thank-you to Ole Olson's Towing for providing the vehicles that made this hands-on training possible. Our Fire Prevention team was busy visiting local elementary schools during Fire Prevention Week, sharing important safety messages with students across the city.

We also had a great time at MSU Football's First Responders Day, where Chief Frye and I were honored to represent the department. Throughout the month, crews maintained a strong focus on training, and we conducted firefighter testing as part of our ongoing effort to strengthen our team and serve our community with excellence.

Central Dispatch Report October 2025

2025 Monthly Call Counts

Emergency calls: 1,718

Non-Emergency calls: 4,582

Total calls: 6,300* (*Sept. 26 - Oct. 21)

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	9,070	6,300		

2025 Monthly Call Types (All Ward County Law Enforcement)

Traffic Stops	Domestics	Suspicious Activity	Warrant Service	Accidents	Welfare Checks
560	54	155	202	116	153

October 2025 Calls by Agency

Minot PD	Minot Fire	Trinity First Response	Ward County Sheriff	Highway Patrol	Minot Rural Fire	Total Ward County Agencies
2,105	340	636	1,122	33	50	4,599

Update from Margaret Haugan's office:

October was a busy month for our dispatch team. Planned Vesta SRX PSAP maintenance was completed at our backup center, and staff attended the Dakota911 Conference/ND911 Association meeting.

We hosted a Ward County agency meeting, worked on countywide emergency planning and Proximity Dispatching, and assisted with GIS mapping upgrades. Our team also continues to maintain the Hyper-Reach site for the City of Minot and stays focused on ongoing training to support our community and public safety partners.

Human Resources
Director, Kelly Beck

- **Headcount:** Our current headcount is at 468. This is down 3 FTE since last year at this time. Full time non probationary HC is currently 383; Probationary HC is 58.
- **Recruitment:** We have 3 job requests open that we are currently accepting applications for. An additional 10 roles are closed and, in the applicant, review process. 1 of the hiring needs include a Library Director. Library Director have been completed as of last week. The property maintenance superintendent position has also completed interviews
- **Leadership Training Cohort:** The leadership training cohort is in full swing. The first 2 sessions have been completed and are going very well.
- **Open Enrollment:** benefits open enrollment is open now through November 26. This is the opportunity for all employees to make changes to their benefits without a qualifying event.
- **Employee Engagement Survey:** the employee engagement survey is open now through November 26 as well. This is a vital chance for employees to provide their feedback. CM and HR will review and action the feedback for 2026.
- **Turnover:** Turnover is charting slightly higher year to date at 19.46% vs 17.02% in previous year. There seems to not be any one category driving higher than others; but rather an overall increase, with the biggest reasons for term including personal reasons (10%), season employment (3%), and mutual agreement (2%).

Police Department
Chief Michael Frye

The police department is currently understaffed by approximately 10-16 officers of the 85 sworn positions. The current effective strength of sworn staff is being increased in the following manner:

- 60 out of 85 Officers are currently street certified. This includes Command & Investigative Staff-with 2- Officers on Light Duty
- Total of 9 Officers recently hired & in various stages of training listed below:
- 3 – New Officers in Training at LETA
- 1- New Lateral Officer in Field Training
- 5 – Lateral Officers-hired & working In House Training-Moving to abbreviated FTO Phase.

The above brings staffing to 69 Officers.

November 17th- 8 new Officers are slated to join Minot PD:

- 2 Lateral Officers & 6 Recruits that will attend LETA in February 2025.

- Staff to 77 Sworn Officers

If all goes well our current staffing deficit will be reduced to 8 sworn openings.

Next round of Testing and Interviews will take place December 12th with 6 applications submitted.

The above successful 8 candidates will have a welcoming ceremony at the PD on November 17th in Training room B. The 2 laterals will have a formal Swearing in Ceremony prior to next council Date-December 1, 2025, at 4pm.

BCI Basic Investigators in House Course is starting Nov 17.

Listed are a few of the key meetings & collaborations held:

- Youth Works
- Domestic Violence Crisis Center
- Total Behavioral Solutions-Autism resource center. Discuss and plan for "Sensory Sensitive-Helping Hands" Christmas community event. Proposed Date of December 10, 2025, at 0800-1000 hours, at Walmart-Minot.

The police department, in collaboration with City Engineer submitted advertisement for RFQ regarding PD Station remodel.

Reach out with any questions you have about our current police department operations.

Public Information
Communication and Engagement Manager Jennifer Kleen

• Jennifer Kleen maintains an overall knowledge of everything happening in this office. She works with T Kvigne on information related to public safety, and with Bryan Obenchain on information related to Public Works, construction, and other items. She remains responsible for coordinating the broadcasting of all City meetings and events, including City Council and Planning Commission meetings.

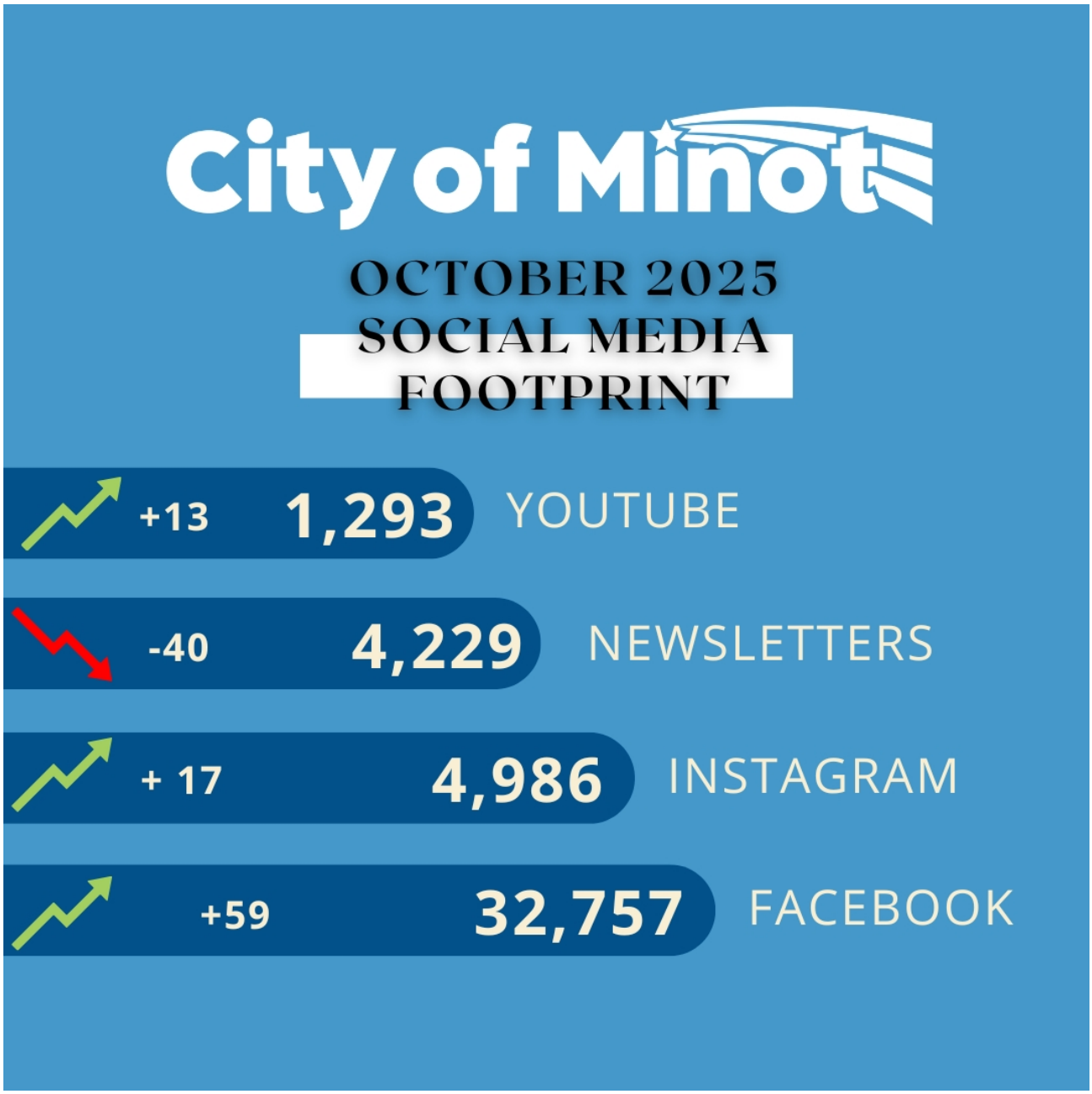
• The nearly $20 million Puppy Dog Coulee storm water project is nearing the end of the 2025 construction season. Bryan Obenchain attends weekly construction meetings to stay up to date on the project and provide timely public updates as construction progresses and shifts locations. We have written about this project all summer, and posted numerous updates and warnings about changing traffic patterns, including just last week when the main road affected by the project reopened to traffic. There are still two phases left to complete in 2026.

• Construction 2025 was a very busy season. We helped spread the word about major projects like Puppy Dog Coulee, 16th St SW, the 3rd St Bridge repairs, as well as multiple smaller projects that also impacted traffic flow throughout the city. We're grateful for the help of employees from Public Works, Engineering, Water/sewer, waste/water, and other departments who make our job much easier. We rely on their expertise to help explain what's happening in the city so our readers and followers can understand the details surrounding construction projects large and small.

• 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 about the work it takes to keep our fleet of transit buses operating. Brian Horinka, Bryan Banfill, and Bryan Obenchain worked together to create information that was included in the City's newsletter, City website, and our social media about what goes into keeping the transit buses operating safely and smoothly.

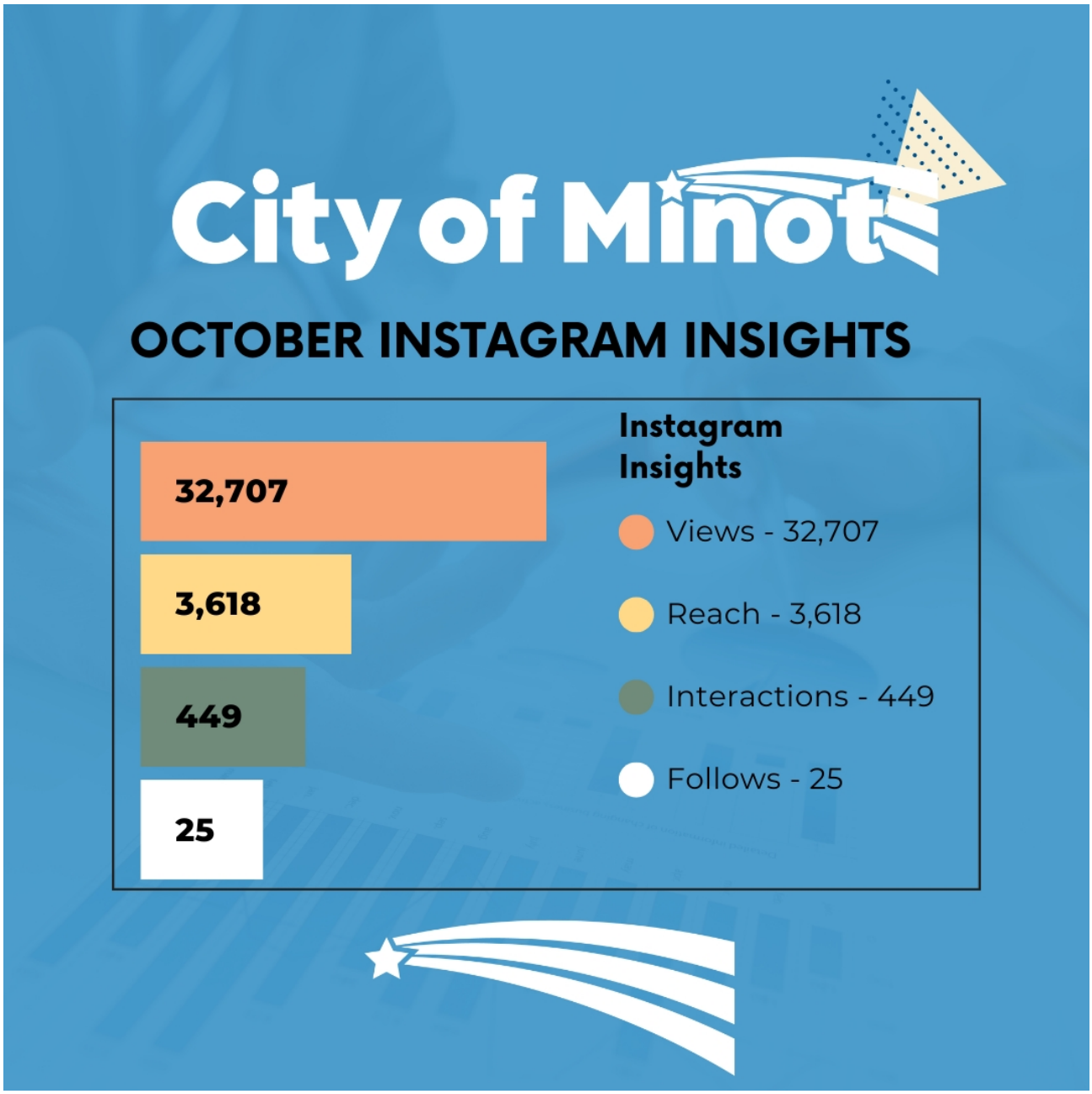
• All three members of the PIO team monitor and engage with the public across City social media channels, responding to questions and concerns with accurate, up-to-date information. Their efforts are supported by staff from other departments who help provide facts and updates


City of Minot
OCTOBER 2025
SOCIAL MEDIA
FOOTPRINT
+13
1,293
YOUTUBE
-40
4,229
NEWSLETTERS
+ 17
4,986
INSTAGRAM
+59
32,757
FACEBOOK

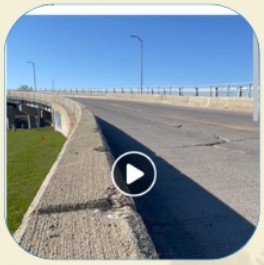
City of Minot

OCTOBER FACEBOOK INSIGHTS

886,780	VIEWS	83% DECREASE FROM SEPT.
137,286	REACH	96% DECREASE FROM SEPT.
5,396	CONTENT INTERACTIONS	52% DECREASE FROM SEPT.
20,687	PAGE VISITS	47% DECREASE FROM SEPT

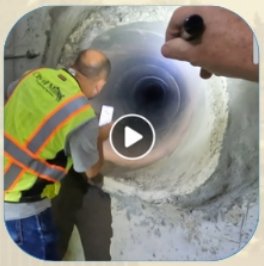

City of Minot
OCTOBER INSTAGRAM INSIGHTS
32,707
3,618
449
25
Instagram Insights
Views - 32,707
Reach - 3,618
Interactions - 449
Follows - 25

Top October Posts



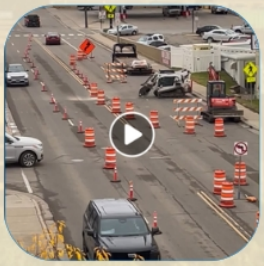
THIRD STREET BRIDGE RE-OPENING REEL

78,535 REACH



PUPPY DOG CULVERT TOUR REEL

31,207 REACH



BURDICK LANE CLOSURE REEL

28,972 REACH

WEST CENTRAL TRAFFIC IMPACT POST

27,953 REACH

Public Works
Operations Director, Bryan Banfill

PUBLIC WORKS ADMINISTRATION: Public Works Operations Administration initiated the development of an automated Power Business Intelligence (BI) data overview dashboard, aimed at enhancing data tracking and analytics across various systems, including work order, equipment management, Transit, and budget systems. The project began with a comprehensive kickoff session involving multiple departments to identify key data points. In the coming months, the team will focus on establishing efficient data export methods, both automatic and manual, to ensure a seamless integration process. The objective is to create an enterprise-wide analytics page that will facilitate more accurate and informed decision-making for City-wide operations.

Furthermore, a flood control structure review was attended in Grafton, ND, alongside Street and Storm Water division leadership staff. This event aimed to assess the flood control sustainment requirements for Grafton's completed structures. Additionally, attendance at the North Dakota Water and Pollution Control Conference in Fargo, ND, provided a platform for round table discussions with Public Works Directors and assistants from various North Dakota cities. Key topics included the NDDEQ development plan, streetlight utilities and infrastructure, and emergency shelters.

ROSEHILL CEMETERY:

Cemetery staff continue to maintain the grounds and prepare markers for Winter operations. Currently, 96.45% of burial plots are occupied, leaving 1,001 available. Plans to develop additional sections will add 15,283 plots. The columbarium is at 95% capacity with 7 niches remaining. An expansion contract has been awarded to provide more niches by the end of 2025, meeting requirements for the next 4-6 years. The procurement of 4 columbarium units, totaling 192 niches, is projected for installation in December. Our collaboration with City Engineering resulted in the completion of surveys for Sections 38 and 39, with the area staked out for potential additional Winter burials.

In September, the Cemetery generated $23,545, partially from 8 plot sales and 2 niche sales. This includes $2,675 in stone setting fees, with 9 traditional burials, 8 cremation burials, and 1 columbarium burial. A new cemetery manager has commenced duties. During October, the team initiated a 5S lean project to clean out the Vault storage area. This resulted in the identification of a 2008 John Deere riding lawn mower no longer in use. As part of the fleet management plan, specifically the reutilization strategies, it has been repurposed by the Fire Department. We have also met with Wreaths Across America to ensure that their December event runs smoothly and their requirements are fulfilled. Additionally, as part of the city-wide employee recognition program, Lead Equipment Operator James Seifert was recognized for his outstanding team support.

PROPERTY MAINTENANCE DEPARTMENT:

In October, the Property Maintenance department completed 193 work orders: 27 for preventative maintenance (PM) and 166 for non-PM tasks. PM tasks included checking filters, cleaning equipment, cooling tower chemical tests, and HVAC service requests. The department handled multiple plumbing services, repaired some rooftop air handlers, and fixed the roof drain at Fire Station #2. Work continues at Broadway Circle complex until the new contractor takes over. The department also manages four flood buyout properties, securing and winterizing those up for auction. Significant time was spent preparing facilities for winter weather.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

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

- The Sweeping Crew is currently operating in all 4 quadrants. Crews are sweeping leaves, focusing on the valley and neighborhoods with abundant storm drains.
- Patch Crew is actively 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 is wrapping up mowing operations. Summer machinery is being serviced and winterized for the winter season. 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 dredging sediment out of ditches and drainage areas. Storm Sewer maintenance continues with the Vactor cleaning leaves and debris from catch basins to ensure drainage during the spring thaw.
- A stop log closure exercise took place at 8th Ave SW to ensure that all components are operational for flood protection.
- Levee Maintenance was completed in early October consisting of clearing and grubbing unwanted trees and a Levee Walk through was completed early October.
- Street Department personnel are performing seasonal and routine maintenance on the snow removal fleet in preparation for upcoming seasonal changes.
- Salt, Sand and Cutting edges quotes have been awarded to vendors for the winter season.

TRANSIT DEPARTMENT:

Transit ridership remained relatively flat in September with 8,716 rides. Ridership has leveled off after seeing 12 consecutive months of significant increases in ridership. As the weather begins to cool off in the coming months, we expect to see an increase in the number of rides provided.

As of October 7th, we have received 262 applications for paratransit services. So far, 205 individuals have been determined as eligible, 26 as ineligible, and 13 applications are still awaiting responses from their healthcare providers. Of the applications reviewed to date, 13 forms were incomplete. The team is currently waiting on additional information from 5 applicants. The number of applications being received for this service has decreased significantly since the service began.

The Transit Superintendent and the Fleet Manager conducted a site visit at Complete Coach Works in Riverside, California, to finalize the purchase of a refurbished heavy-duty transit bus. During the visit, staff were guided through the entire process, from the initial evaluation and teardown of the bus to the rebuilding process and the delivery of the final product. The rebuilding process at Complete Coach Works is comprehensive, ensuring a quality bus is produced in a much shorter timeframe and with significant cost savings compared to purchasing a newly manufactured bus.

FLEET DEPARTMENT (CT SHOP):

In October, the maintenance team effectively addressed 152 work orders, with 49% designated for unscheduled repairs, highlighting the ongoing need to maintain an aging fleet. Impressively, 56% of these work orders were completed within 24 hours, and 70% within 72 hours, showcasing the team's remarkable efficiency. Additionally, we are listing several items on GovDeals auction site and will continue the process for the next several weeks. Results of the completed auction listing have shown good results. 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.

MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR OCTOBER 2024/2025

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

	OCTOBER 2024	OCTOBER 2025
MUNICIPAL COURT CASES		
Filed	309	251
Disposed	291	244
PARKING TICKETS		
Written	101	118
Paid	89	90
REVENUE		
Fines & Forfeitures Cash	$ 19,305.69	$ 22,018.38
Suspended for Jail or CS	$ 0.00	$ 0.00
Waived	$ 8,308.60	$ 1,800.00
District Court Transfers	$ 0.00	$ 0.00
Parking Tickets	$ 1,770.00	$ 1,950.00
Copy Fund	$ 0.00	$ 0.00
From Posted Bond	$ 9,648.31	$ 11,800.00
Accounts Receivable Balance	$ 718,339.10	$ 737,700.57**

Rec. Balance Last Month: $744,165.47(A Decrease of $6,464.90)

COLLECTION AGENCY		
Turned Over for Collection	$ 8,356.00	$ 2,138.00
Collected	$ 3,085.39	$ 300.00
Uncollectable	$ 1,753.34	$ 1,400.00

Admin. Fee to Domestic Violence Fund		
Paid	$ 846.50	$ 1,208.05

**Reflects total fees receivables less 80% of total restitution, which is not owed to the City of Minot (80% = $206,714.46)

Municipal Court Cases	January	February	March	April	May	June	July	August	September	October	November	December	Total
Filed	238	283	313	355	266	322	417	290	347	251			3082
Disposed	229	253	344	309	289	270	343	280	281	244			2842

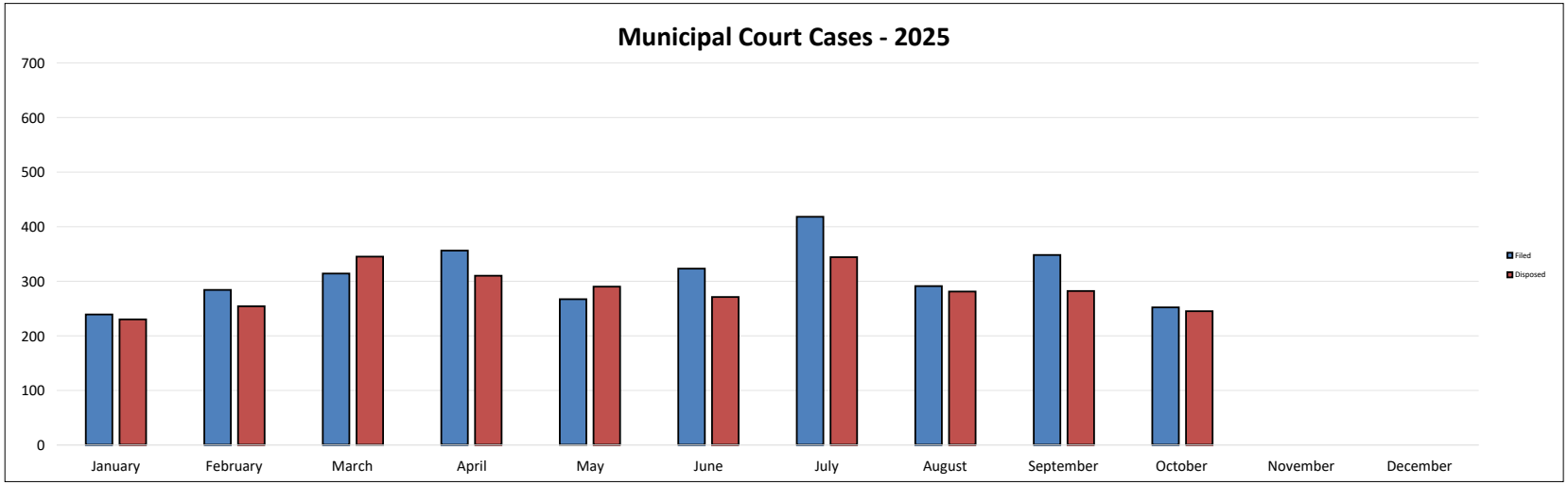
Parking Tickets	January	February	March	April	May	June	July	August	September	October	November	December	Total
Written	107	82	105	135	97	82	85	125	99	118			1035
Paid	84	56	100	128	103	75	86	122	101	90			945

Revenue	January	February	March	April	May	June	July	August	September	October	November	December	Total
Fines & Forfeits from Cash	$24,628.75	$19,229.29	$23,231.20	$29,451.25	$26,638.74	$20,244.24	$23,091.68	$19,638.37	$26,545.87	$22,018.38			$234,717.77
Fines Suspended (CS or jail)	$0.00	$0.00	$0.00	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$50.00
Fines Waived	$4,166.97	$1,697.00	$3,225.00	$2,495.00	$4,430.00	$3,915.69	$5,000.00	$3,640.00	$3,735.00	$1,800.00			$34,104.66
District Court Transfers	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
Parking Tickets	$1,660.00	$1,160.00	$2,000.00	$2,640.00	$2,000.00	$1,500.00	$1,800.00	$2,520.00	$2,070.00	$1,950.00			$19,300.00
Copy Fund	$0.00	$0.00	$0.00	$10.00	$0.00	$10.00	$10.00	$0.00	$10.00	$0.00			$40.00
Fines & Forfiets from Bonds	$8,489.14	$10,648.18	$14,509.00	$12,761.56	$13,094.74	$10,429.40	$7,380.62	$11,339.27	$12,784.24	$11,800.00			$113,236.15
Total	$38,944.86	$32,734.47	$42,965.20	$47,407.81	$46,163.48	$36,099.33	$37,282.30	$37,137.64	$45,145.11	$37,568.38	$0.00	$0.00	$401,448.58
Accounts Receivable Balance	$717,523.71	$721,874.96	$718,192.89	$722,800.71	$713,230.74	$715,716.39	$737,882.12	$739,715.08	$744,165.47	$737,700.57			$737,700.57

Collection Agency	January	February	March	April	May	June	July	August	September	October	November	December	Total
Turned Over For Collection	$1,704.75	$1,741.73	$5,027.00	$5,273.94	$6,531.27	$8,616.20	$1,924.23	$1,250.00	$2,950.00	$2,138.00			$37,157.12
Collected	$1,103.60	$2,527.64	$918.37	$775.00	$3,925.00	$742.00	$3,300.00	$65.00	$1,510.00	$300.00			$15,166.61
Uncollectable	$9,952.00	$15,222.68	$3,025.00	$975.00	$571.00	$2,600.00	$1,230.00	$550.00	$2,692.21	$1,400.00			$38,217.89

Admin Fee to Dom Viol Fund	January	February	March	April	May	June	July	August	September	October	November	December	Total
Paid	$1,075.06	$914.37	$1,189.30	$810.93	$1,134.70	$695.60	$876.53	$714.29	$827.32	$1,208.05			$9,446.15

Citations Issued	January	February	March	April	May	June	July	August	September	October	November	December	Total
Criminal	72	90	79	123	92	116	115	114	136	89			1,026
Traffic	166	193	234	232	174	206	302	176	211	162			2,056
Total	238	283	313	355	266	322	417	290	347	251	0	0	3,082


Municipal Court Cases - 2025
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600
500
400
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Filed
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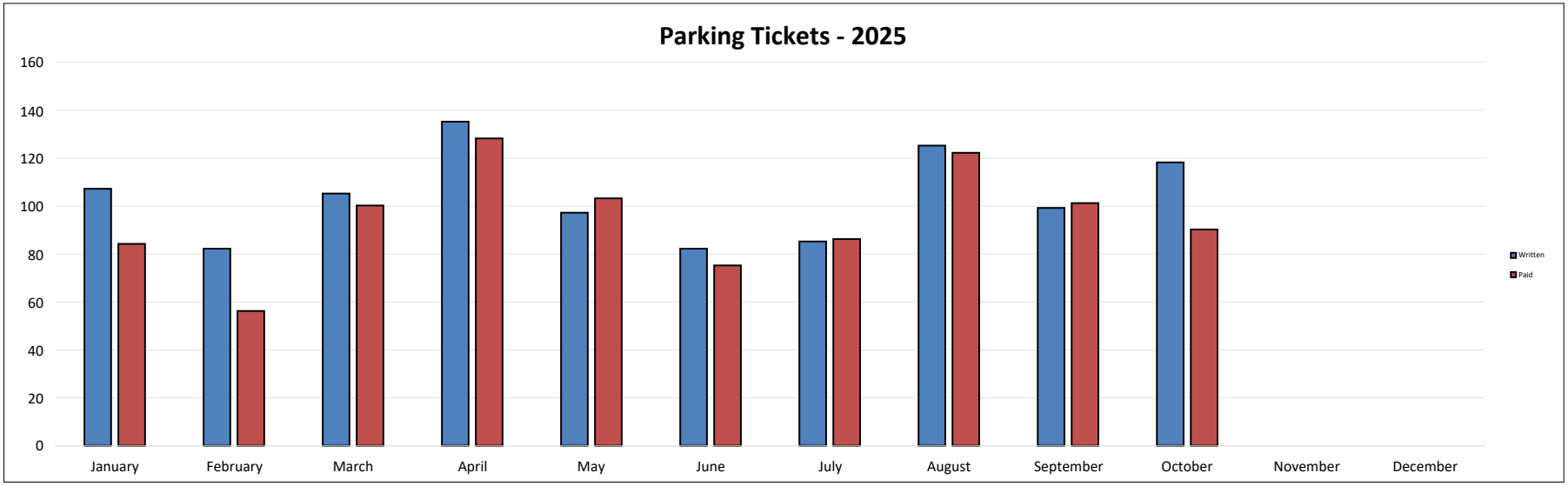
Parking Tickets - 2025
160
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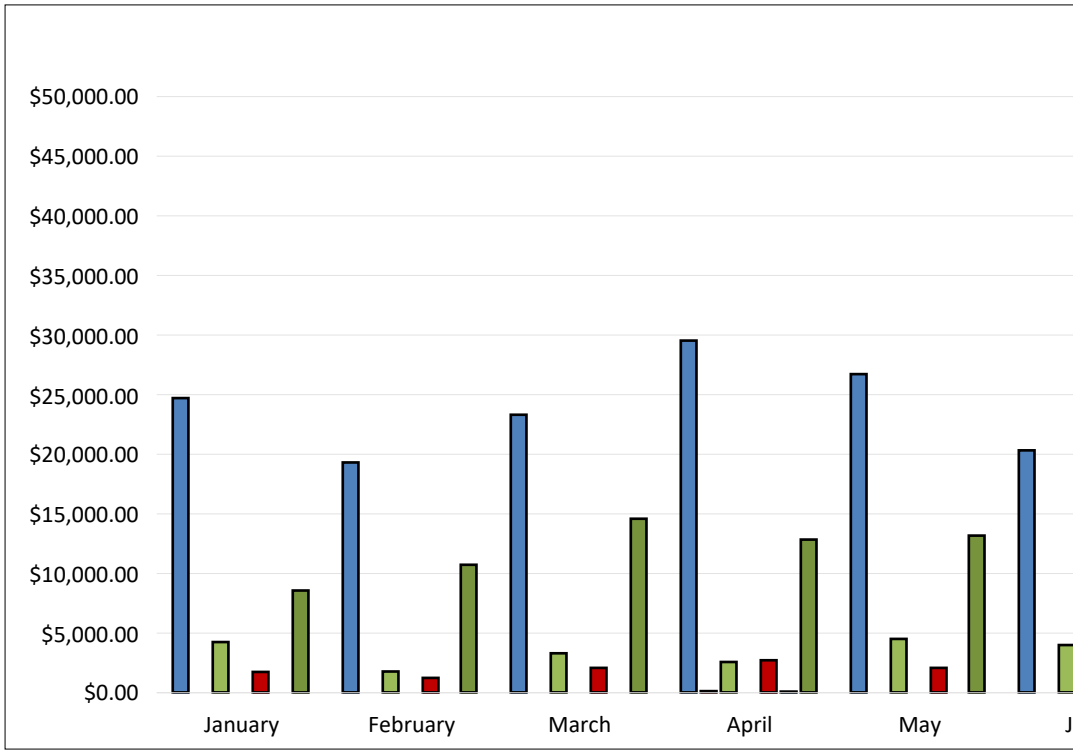
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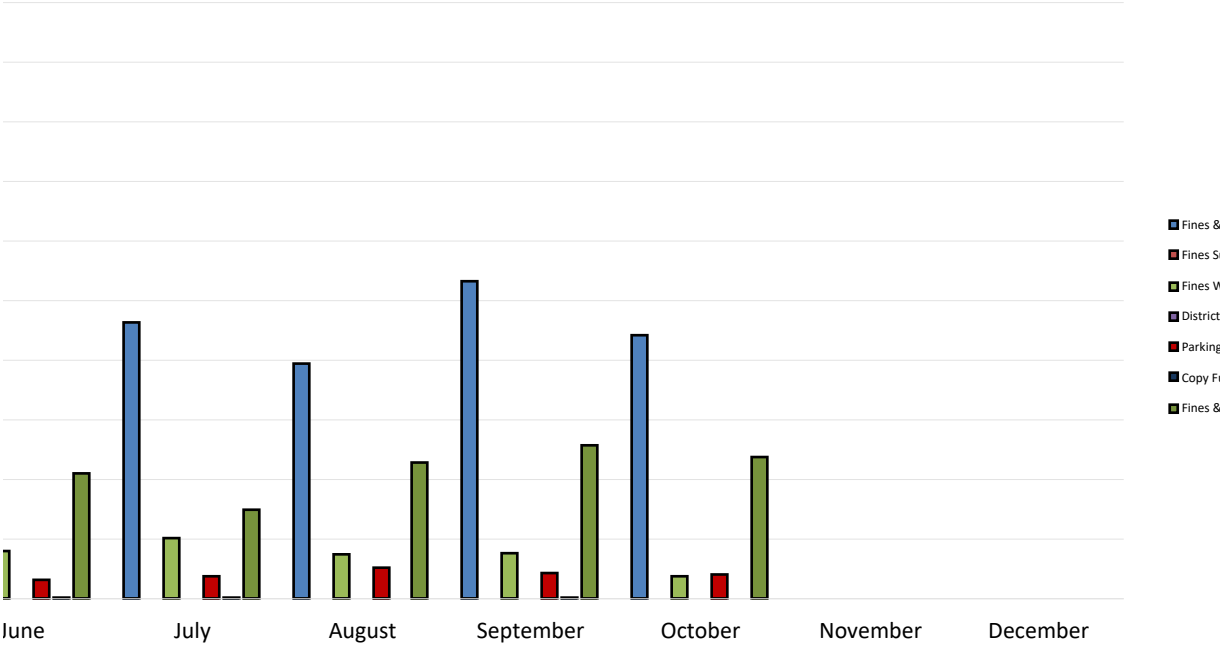
Revenue - 2025



& Forfeits from Cash

Suspended (CS or jail)

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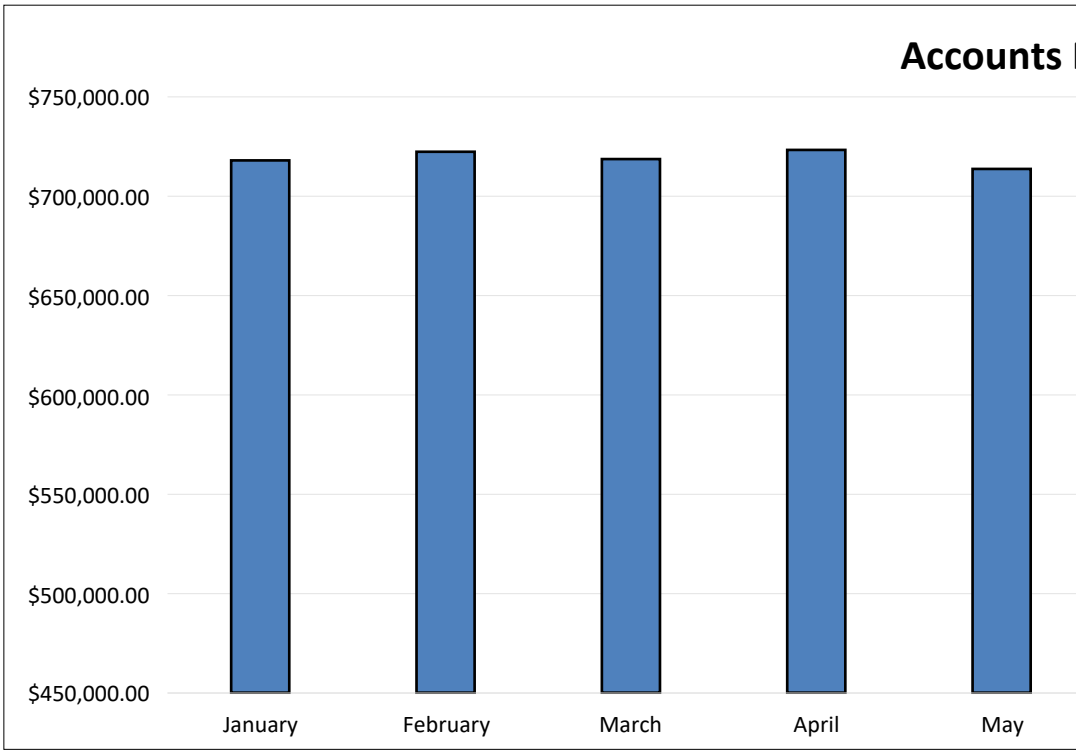
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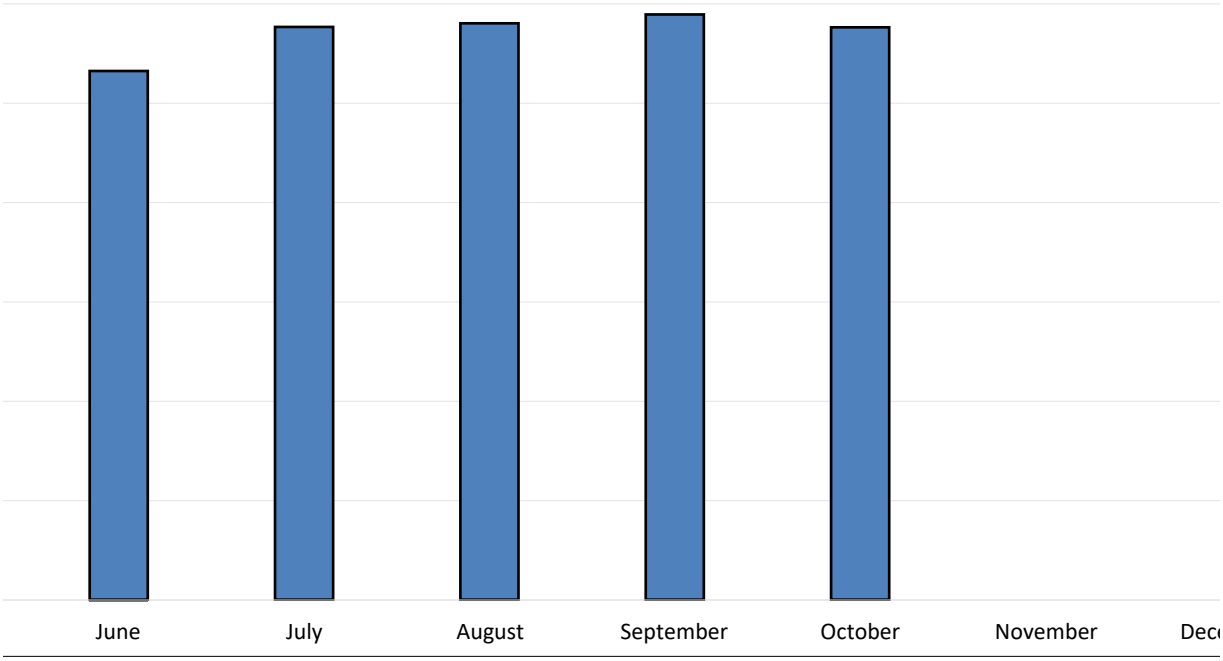

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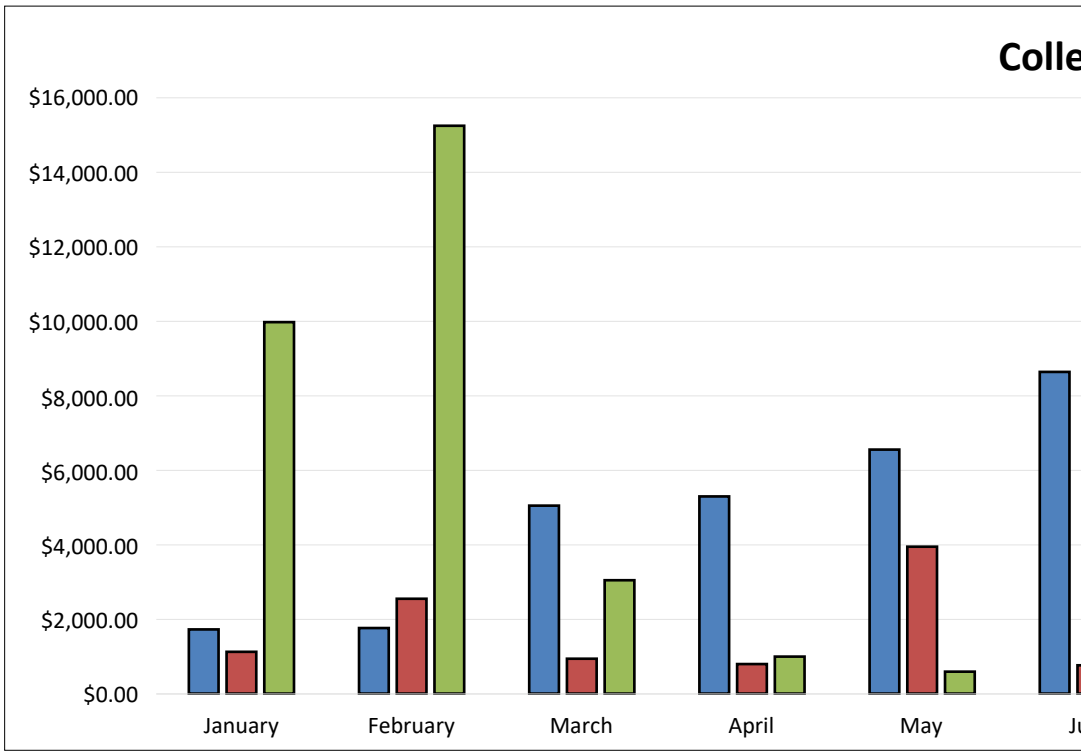
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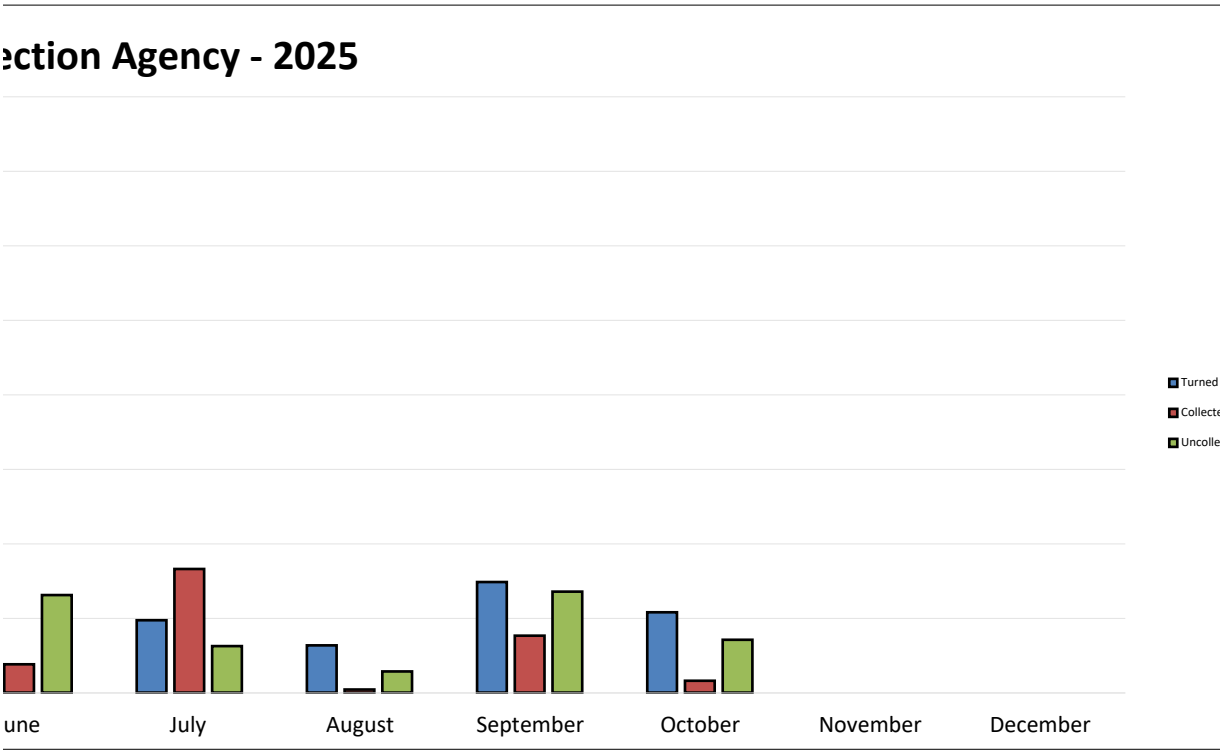
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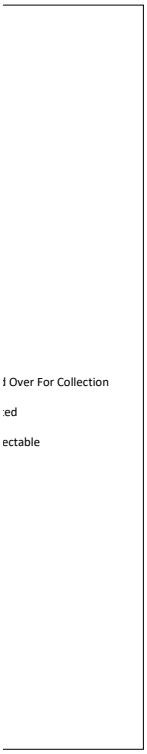
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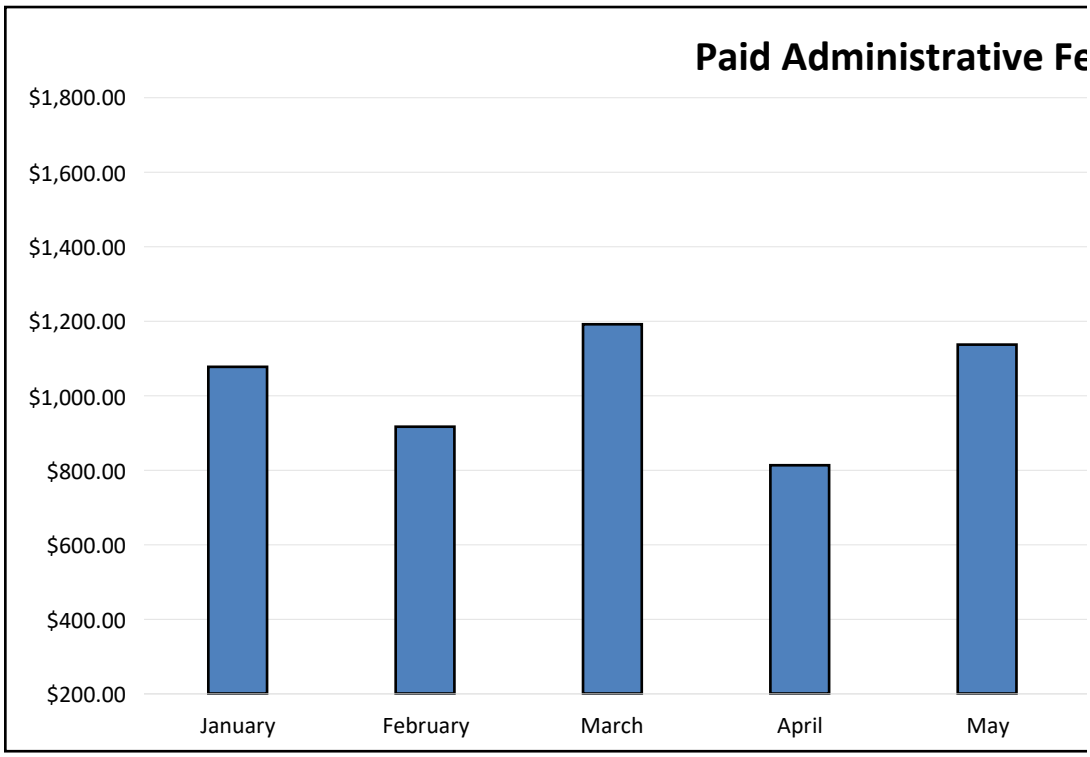
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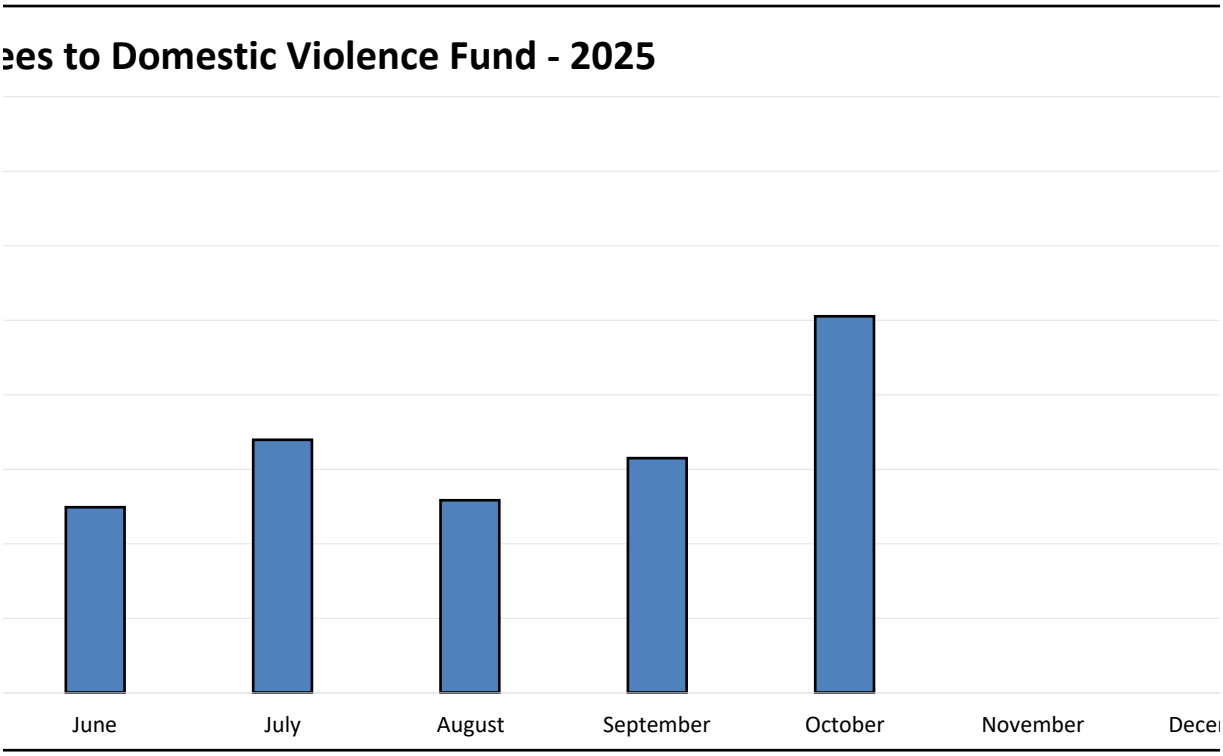
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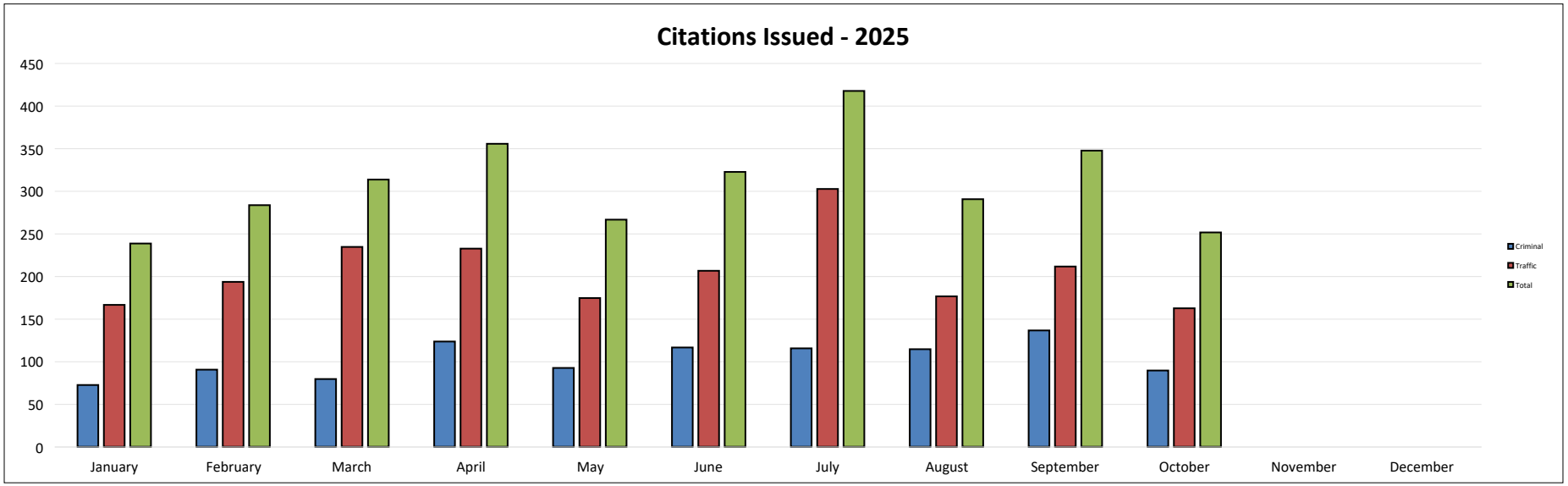
Citations Issued - 2025
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January
February
March
April
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June
July
August
September
October
November
December
Criminal
Traffic
Total

TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 17, 2025

SUBJECT: **PUBLIC HEARING: CASE #2025-47 - ROWAN'S 2ND ADDITION - PRELIMINARY PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat in alignment with the Planning Commission as shown 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

Public hearing request by Dean Feist representing CMF Builders LLC, owner for a preliminary plat on a property zoned “R1” Single Family Residential District. Staff report is included as Attachment B.

B. Proposed Project

The subject property address is 8, 12, 20, 100, 104 and 200 27th St. NW.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The property owner seeks to rearrange 6 lots and with regards to their respective positions to 27th St NW. The proposed subdivision will not create any new lots, but will simply change their boundaries with respect to 27th St NW.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

PRELIMINARY PLAT OF ROWAN SECOND ADDITION

BEING LOTS 1-6 OF ROWAN ADDITION,
TO THE CITY OF MINOT, NORTH DAKOTA

NOTES:

- For planning purposes only.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior easements of record.
- A 10' utility Easement is located on the street side of every lot and where noted.

○ - Property Corners Found

● - Property Corners Proposed

WOLD ENGINEERING, P.C.

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

City of Minot

Planning Commission
Staff Report

Application Date: 09/26/2025
Date of Staff Report: 10/20/2025
Date of Planning Commission Meeting: 11/04/2025

Staff Contact: Doug Diedrichsen, Principal Planner
Staff Recommendation: Approval

Case Number: 2025-47
Project Name: Rowan Second Addition – Preliminary Plat
Current Legal Description: See the project description below.

Proposed Legal Description: Lot 1 through 6 of Rowan Second Addition to the City of Minot

Present Address: See the project description below.

Owners: CMF Builders, LLC

Representative: Dean Feist

Entitlements Requested: Major Subdivision Preliminary Plat

Present Zone(s): "R1" Single-Family Residential District

Present Use(s): Vacant lot

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): No Change

Proposed Use(s): Vacant lot

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Dean Feist representing CMF Builders LLC, owner for a preliminary plat on a property zoned "R1" Single Family Residential District. The legal description for the property is Lots 1, 2, 3, 4, 5 and 6, of Rowan Addition to the City of Minot, Ward County, North Dakota.

The subject property address are 8, 12, 20, 100, 104 and 200 27th St. NW.

An aerial photo of the subject property can be found in **Exhibit 1.**

BACKGROUND INFORMATION:

The property owner seeks to rearrange 6 lots and with regards to their respective positions to 27th St NW. The proposed subdivision will not create any new lots, but will simply change their boundaries with respect to 27th St NW.

The preliminary plat can be found in **Exhibit 2.**

The zoning and future land use map designation of the subject property and surrounding area is provided in **Exhibit 3**.

Site photos are provided in **Exhibit 4**.

STAFF ANALYSIS:

Subdivision Design Standards:

Section 10.2-7 C. of the Land Development Ordinance of the City of Minot (LDO) covers the process of application and submittal for a major subdivision preliminary plat. The applicant has submitted the necessary application documents required per Section 10.2-7 C. 2. and noticing has been conducted as required per 9.2-1 (B) and (C).

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not, whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes two lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Rowan Second Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as those properties to be zoned meet the minimum lots size and dimensional standards for the "R1" Single-family residential district.

Section 10.3-12 is satisfied. This is a preexisting residential subdivision with a group of vacant lots that are unbuildable due to Right-of-Way issues. Section 10.3-12 1. D. On an individual basis with justification approved by the City Engineer or their designee applies.

Section 10.3-13. is satisfied. Section 10.3-13. A. is relating to the dedication of right-of-way, easements, and street widths. Right-of-way and street widths shall conform to Table 10.3-13 unless modified by the City Engineer or their designee. The City Engineer has added the condition that the roadway section (27th St NW) shall match existing roadway to the south (the width at the intersection of 27th St NW and W Central Ave).

Section 10.3-14 is satisfied. This section relates to sidewalks, which are required within the "R1" Single-family Residential District subdivision unless a recommendation from the City Engineer with Council approval waives this requirement. Sidewalks are required.

Section 10.3-15 related to public utilities is satisfied. City utilities are already present on in 27th St NW. Hookup fees will apply to all new developments.

Section 10.3-21 related to financial security for necessary infrastructure improvements will be addressed with a Developers Agreement and is satisfied.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction and meet all requirements as outlined in the Developers Agreement.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and comments were received. They are listed under Staff recommendations to the Planning Commission.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicants have submitted a complete application.

2) The property is zoned “R1” Single-Family Residential District on the Official Zoning Map and has a “Suburban Residential” designation on the Future Land Use Map of the 2040 Comprehensive Plan.

3) The applicant’s request is consistent with the bulk requirements of Chapter 2.6 – “R1” Single-family Residential District of the Land Development Ordinance of the City of Minot (LDO).

4) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.

5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or recommend denial of the Major Subdivision Preliminary Plat. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

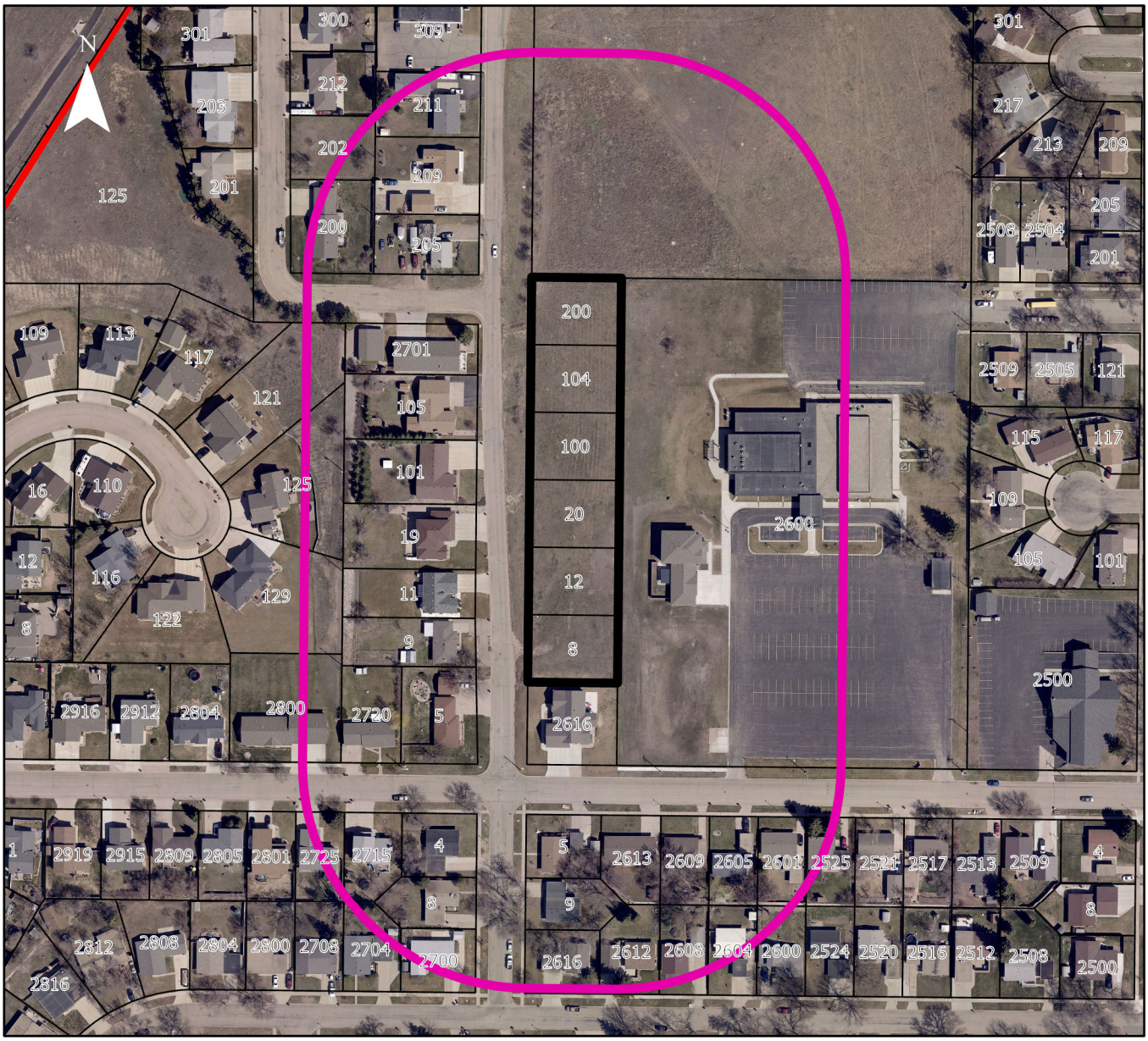
STAFF RECOMMENDATION TO PLANNING COMMISSION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend City Council approve the Major Subdivision Preliminary Plat for Rowan Second Addition with the following conditions:

- Roadway section shall match existing roadway to the south.
- Sewer connection fees are required for future development.
- Sidewalks are required.
- A Development Agreement must be recorded prior to recording the final plat.

City of Minot

EXHIBIT 1



- City Limits
- Two Mile Boundary
- Case # 2025-47
- Case # 2025-47 Notification Area

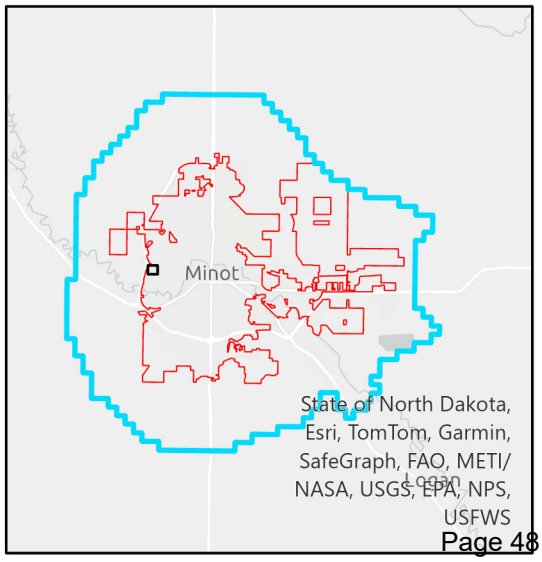


Exhibit 2

PRELIMINARY PLAT OF ROWAN SECOND ADDITION

BEING LOTS 1-6 OF ROWAN ADDITION,
TO THE CITY OF MINOT, NORTH DAKOTA

NOTES:

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- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior easements of record.
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● - Property Corners Proposed

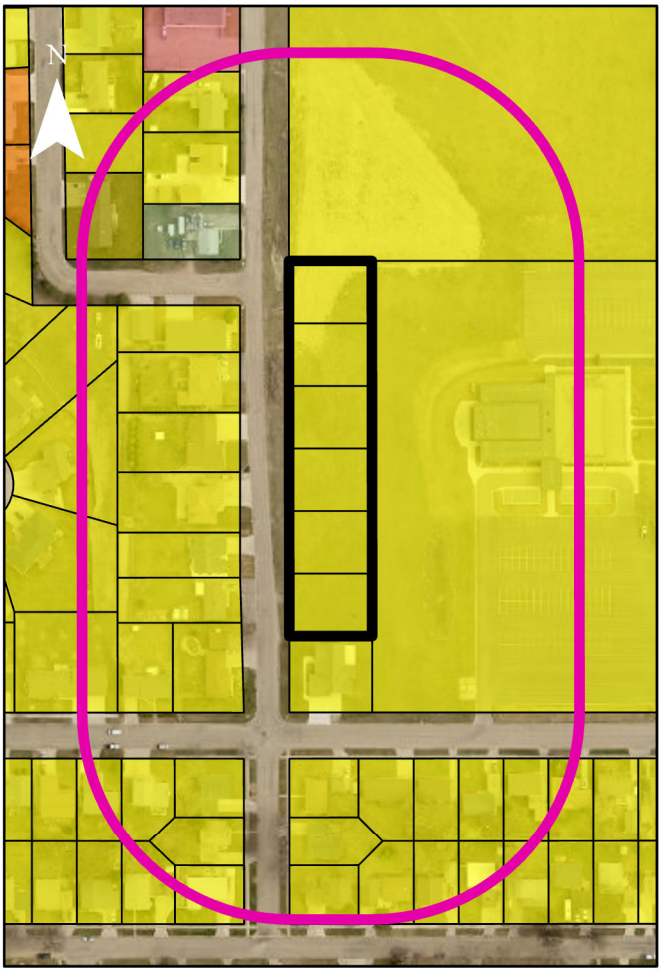
WOLD ENGINEERING, P.C.

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

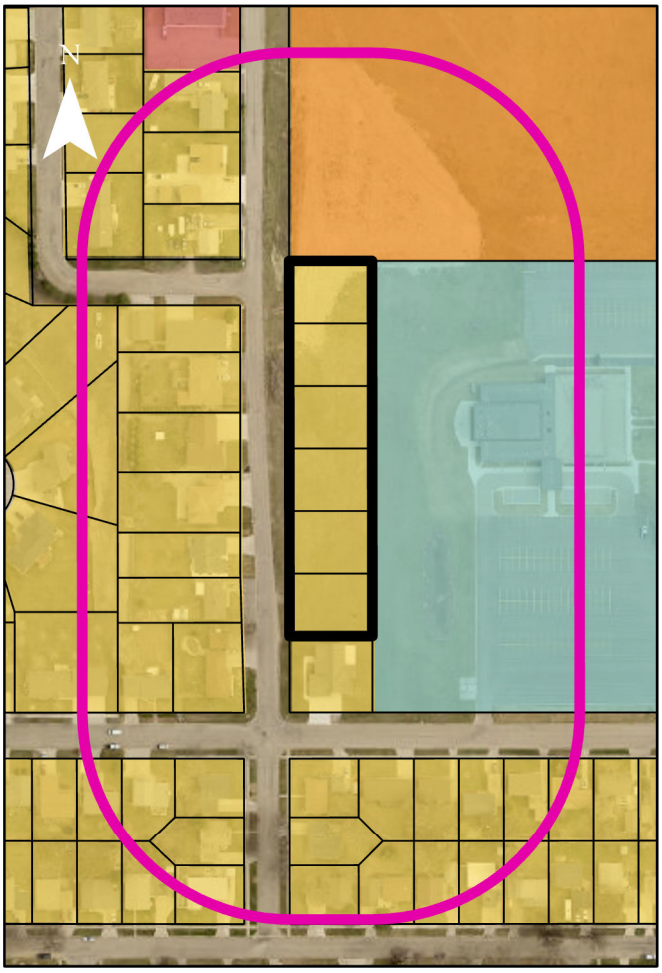
City of Minot

Exhibit 3

ZONING



FUTURE LAND USE



0 135 270 540 Feet

Zoning

- AG
- C2
- R1
- R2
- R3

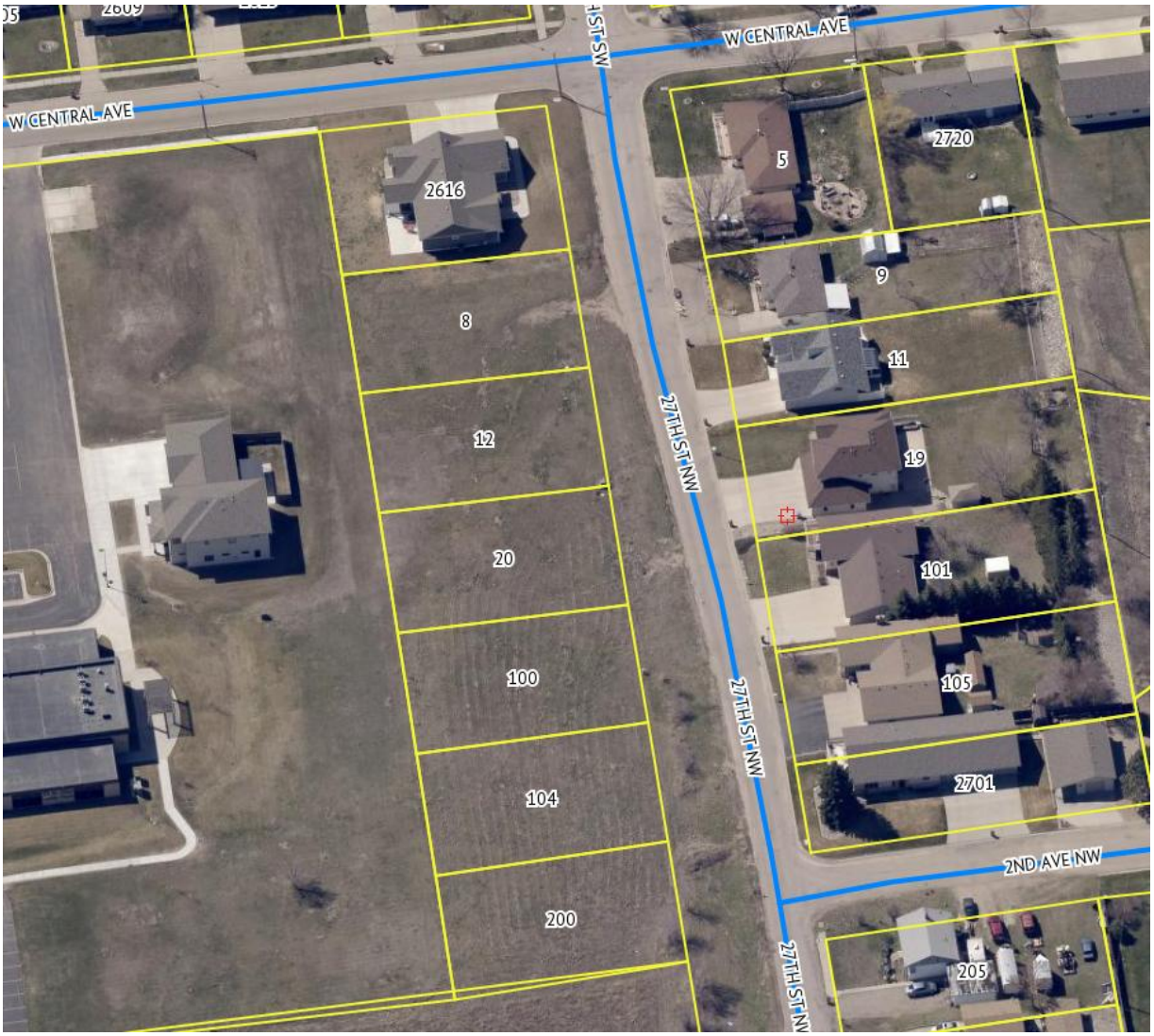
Both Maps

- Case # 2025-47
- Case # 2025-47 Notification Area

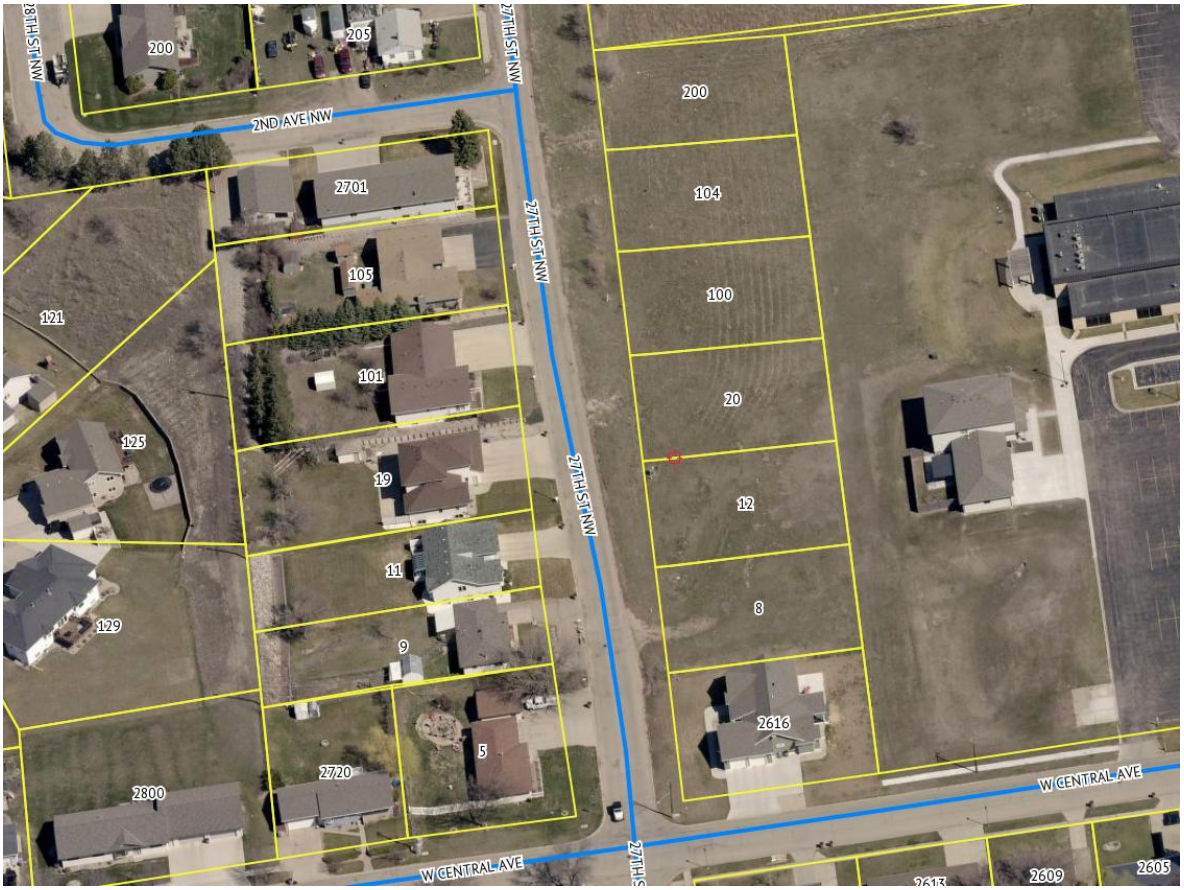
Land Use Type

- Public Institutional
- Suburban Residential
- Neighborhood Commercial
- Urban Residential

Exhibit 4 – Site Photos



Aerial View 1



Aerial View 2

TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 17, 2025

SUBJECT: **PUBLIC HEARING: CASE#2025-48 - WHITETAIL RIDGE 3RD ADDITION - ZONING MAP AMENDMENT, PRELIMINARY PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Zoning Map Amendment and Preliminary Plat in alignment with the recommendations of the Planning Commission as shown in Attachment A. The Zoning Map Amendment Ordinance is included in Attachment C.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122
Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

Public hearing request by Troy & Linda Langmaack, owner for a preliminary plat on a property zoned “R1” Single Family Residential District and “AG” Agricultural District. The applicant is also requesting a zoning map amendment from “AG” Agricultural District to “R1” Single Family Residential District. The staff report is included in Attachment B.

B. Proposed Project

The subject property address is 5809 26th Ave NW.

C. Recommendation Detail

It is recommended City Council approve the Zoning Map Amendment and Preliminary Plat in alignment with the recommendations of the Planning Commission as shown in Attachment A. The Zoning Map Amendment Ordinance is included in Attachment C.

IV. IMPACT

A. <u>Aspirations</u>

Dynamic and Flourishing

B. Service/Delivery Impact:
The property owner seeks to expand a single-family residential district. This will be an expansion of Whitetail Ridge Addition Lot 14 into Outlot 8. Whitetail Ridge 3rd Addition Lot 1 will be rezoned from “AG” Agricultural (AG) to “R1” Single-family Residential District. Whitetail Ridge 3rd Addition Lot 2 will stay “AG” Agricultural District.

C. Fiscal Impact
N/A

Project Costs
N/A

Project Funding
N/A

VI. ALTERNATIVES

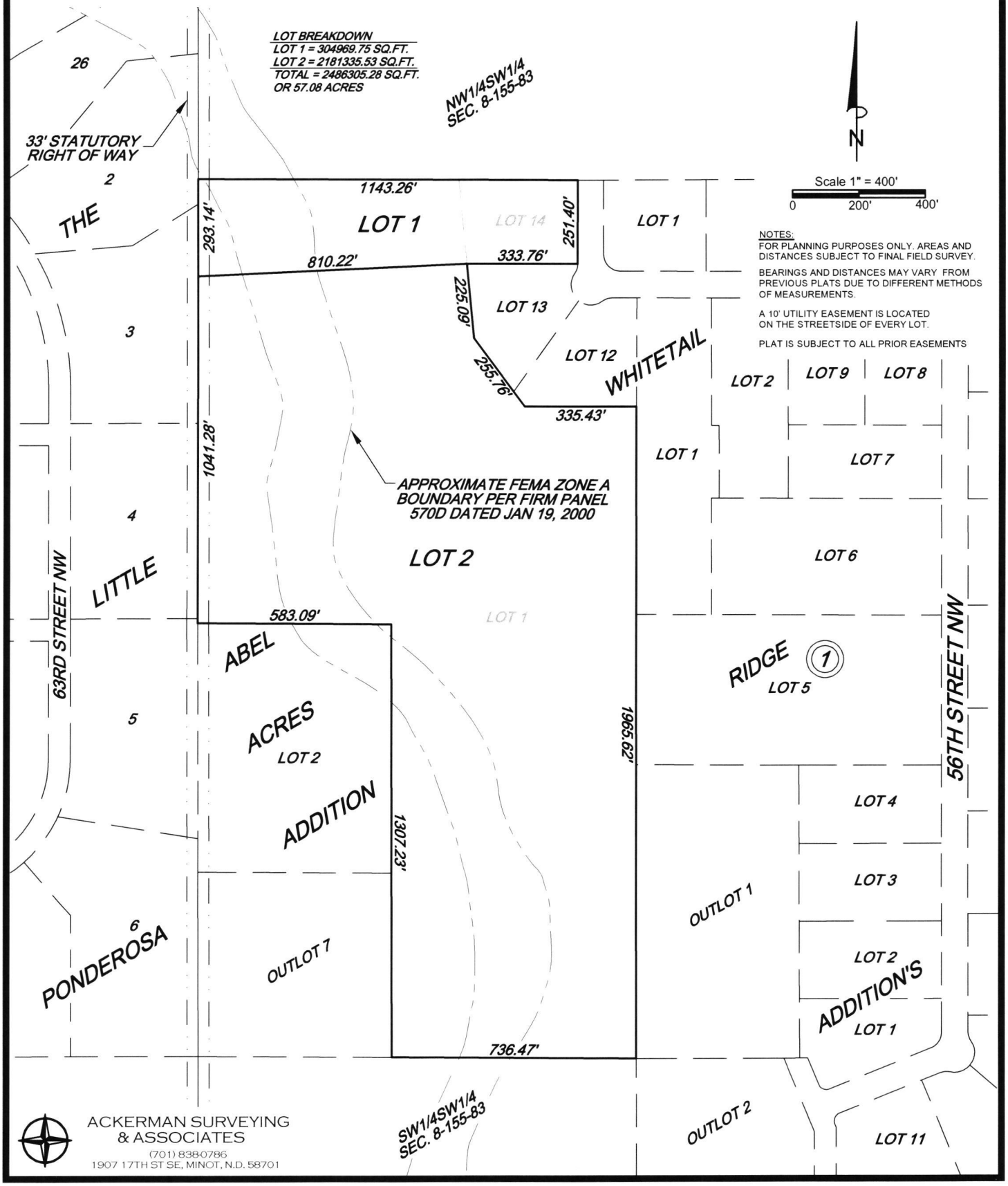
Council may approve with conditions or deny the request.

PRELIMINARY PLAT OF

WHITETAIL RIDGE 3RD ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, ABEL ACRES ADDITION AND LOT 14, BLOCK 1, WHITETAIL RIDGE TO THE CITY OF MINOT, NORTH DAKOTA



City of Minot

Planning Commission
Staff Report

Application Date: 09/29/2025 **Date of Staff Report:** 10/20/2025 **Planning Commission Meeting**: 11/04/2025	**Staff Contact:** Doug Diedrichsen, Principal Planner **Staff Recommendation:** Approval
Case Number: 2025-48 **Project Name:** Whitetail Ridge 3rd Addition – Prelim Plat, Zone Change **Current Legal Description:** See Project Description **Proposed Legal Description:** Lots 1 & 2 of Whitetail Ridge 3rd Addition to the City of Minot **Present Address:** Unaddressed	**Representative:** Rob Berard, Ackerman Surveying **Owner:** Troy and Linda Langmaack **Entitlements Requested:** Preliminary Plat approval, Zoning Map Amendment from "AG" Agricultural District to "R1" Single-Family Residential District on Lot 1. Lot 2 Will remain "AG" Agricultural.
Present Zone(s): "AG" Agricultural District, "R1" Single-family Residential District **Present Use(s):** Vacant lot, Single family home **Uses Allowed in Present Zone(s):** See Chapter 2.2 for allowed and conditionally permitted uses within each district. **Present Future Land Use Map Designation:** Rural Residential	**Proposed Zone(s):** "R1" Single-family Residential District lot 1, and "AG" Agricultural District lot 2 **Proposed Use(s):** No Change on Lot 2, expansion of single-family residential on Lot 1 **Uses Allowed in Proposed Zone(s):** See Chapter 2.2 for allowed and conditionally permitted uses within each district **Proposed Future Land Use Map Designation:** No Change

PROJECT DESCRIPTION:

Public hearing request by Troy & Linda Langmaack, owner for a preliminary plat on a property zoned "R1" Single Family Residential District and "AG" Agricultural District. The applicant is also requesting a zoning map

amendment from "AG" Agricultural District to "R1" Single Family Residential District. The legal description for the property is Lot 14, Block 1, of Whitetail Ridge Addition to the City of Minot, Ward County, North Dakota and Outlot 8 of the SW ¼ NW ¼ Section 8, Township 155 North, Range 83 West, Ward County, North Dakota.

The subject property address is 5809 26th Ave NW.

An aerial map of the subject property may be found in **Exhibit 1**

BACKGROUND INFORMATION:

The property owner seeks to expand a single-family residential district. This will be an expansion of Whitetail Ridge Addition Lot 14 into Outlot 8. Whitetail Ridge 3rd Addition Lot 1 will be rezoned from "AG" Agricultural (AG) to "R1" Single-family Residential District. Whitetail Ridge 3rd Addition Lot 2 will stay "AG" Agricultural District.

The preliminary plat can be found in **Exhibit 2**.

The zoning and future land use map are provided in **Exhibit 3**.

Site photos are provided in **Exhibit 4.**

STAFF ANALYSIS:

Subdivision Design Standards:

Section 10.2-7 C. of the Land Development Ordinance of the City of Minot (LDO) covers the process of application and submittal for a major subdivision preliminary plat. The applicant has submitted the necessary application documents required per Section 10.2-7 C. 2. and noticing has been conducted as required per 9.2-1 (B) and (C).

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not, whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes two lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Whitetail Ridge 3rd Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied.

Section 10.3-12 relating to block design is not applicable.

The requirements of Section 10.3-13. A. relating to the dedication of right-of-way, easements, and street widths is satisfied.

Sections 10.3-14 relates to sidewalks, Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied. Any expansion or connection to public utilities would be at the expense of the developer. Connection fees would apply at the rate set for this district, to be collected at the time of building permit application.

Section 10.3-21 related to financial security for necessary infrastructure improvements is not applicable.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction.

Zoning Map Amendment Analysis:

Section 9.1-7 of the Minot Land Development Code provides the procedures for amending the official zoning map of the City of Minot. Section 9.2 provides the noticing requirements for public hearings held by the Planning Commission. Section 9.1-7 D. recognizes that the future land use map may need to be amended to support any rezoning request. The applicant has submitted the necessary application documents required per Section 9.1-7 C. and noticing has been conducted as required per Section 9.2.

The subject property future land use designation is Rural Residential, which aligns with the proposed zone change to "R1" Single Family Home District for the realignment of Lot 1. Staff finds no future land use map amendment is necessary.

Section 9.1-7 E. 2. requires the Planning Commission to provide findings of fact to ensure the criteria included in Section 9.1-7 H. has been satisfied in order to support any recommendation regarding any proposed changes to the zoning map or Future Land Use Map. Staff provides the following guidance:

Section 9.1-7 H. relates to whether or not the proposed zoning map amendment is justified due to a change in conditions, error in the zoning map, or by in order to fulfill the future land use map of the Comprehensive Plan.

The request stems from an effort to realign lots that currently align zoning with the Future Land Use Map, as the "R1" Single Family Home District is a complimentary zone to the Rural Residential designation on the FLU map and with the change being a realignment of the property boundaries. Section 9.1-7 H. 1 is satisfied.

The City and other agencies will be able to provide necessary public services and facilities to serve the proposed development. Section 9.1-7 H. 2 is satisfied.

Section 9.1-7 H. 3 requires that the proposed zoning map amendment will not substantially diminish the condition or value of property in the vicinity. Staff finds no evidence that the zoning map amendment to "R1" Single Family Home District will diminish the condition or value of property within the vicinity. The adjacent properties have primary been developed with single family homes or agricultural uses. Section 9.1-7. H. 3. is satisfied.

Section 9.1-7. H. 4. requires the zoning change to be consistent with the purpose of the Land Development Ordinance of the City of Minot, the Comprehensive Plan, and other adopted plans and policies of the City. The proposed development must comply with all development standards within the Land Development Ordinance of the City of Minot and the zoning map amendment aligns with the future land use designation of Rural Residential in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. 4. is satisfied.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and the following comment was received:
    a. City of Minot Engineering Department
        i. regulatory floodplain must be shown on final plat

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicants have submitted a complete application for preliminary plat and zoning map amendment.

2) The applicant's request is consistent with the bulk requirements of Chapter 2.6 – "R1" Single Family Home District of the Land Development Ordinance of the City of Minot (LDO).

3) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.

4) The present zoning is "R1" Single Family Home District & "AG" Agricultural District.

5) The City of Minot 2040 Comprehensive Plan Future Land Use Map designates this area as Rural Residential.

6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Rural Residential and the proposal is to zone the property as "R1" Single Family Home District is in alignment with the FLU map designation.

7) Section 9.1-7 H. 2 is satisfied, as the City and other public agencies will be able to provide services to support the request.

8) Section 9.1-7 H. 3 is satisfied, as there exists no evidence that the proposed development will substantially diminish the condition or value of property in the vicinity.

9) The zoning map amendment is consistent with the purpose of the Minot Land Development Ordinance and other adopted policies of the City per Section 9.1-7 H. 4.

10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

RECOMMENDATION:

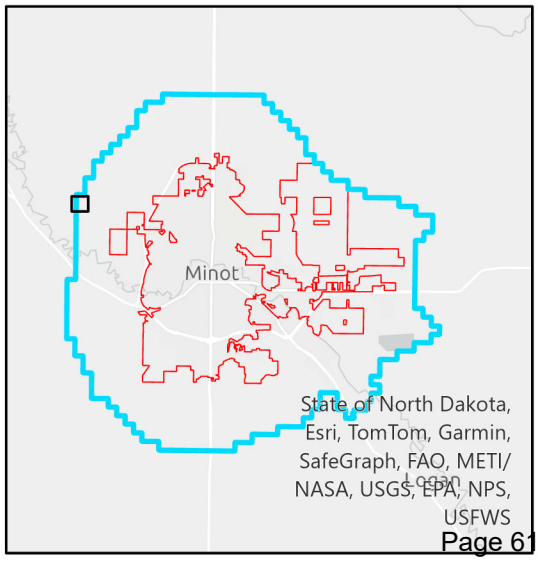
Staff recommends the Planning Commission adopt the staff findings of fact and recommend approval to City Council for a zoning map amendment from “Ag” Agricultural District to “R1” Single Family Home District and Planning Commission recommend approval of the preliminary plat without conditions.

City of Minot

EXHIBIT 1

0 250 500 1,000 Feet

- City Limits
- Two Mile Boundary
- Case # 2025-48
- Case # 2025-48 Notification Area

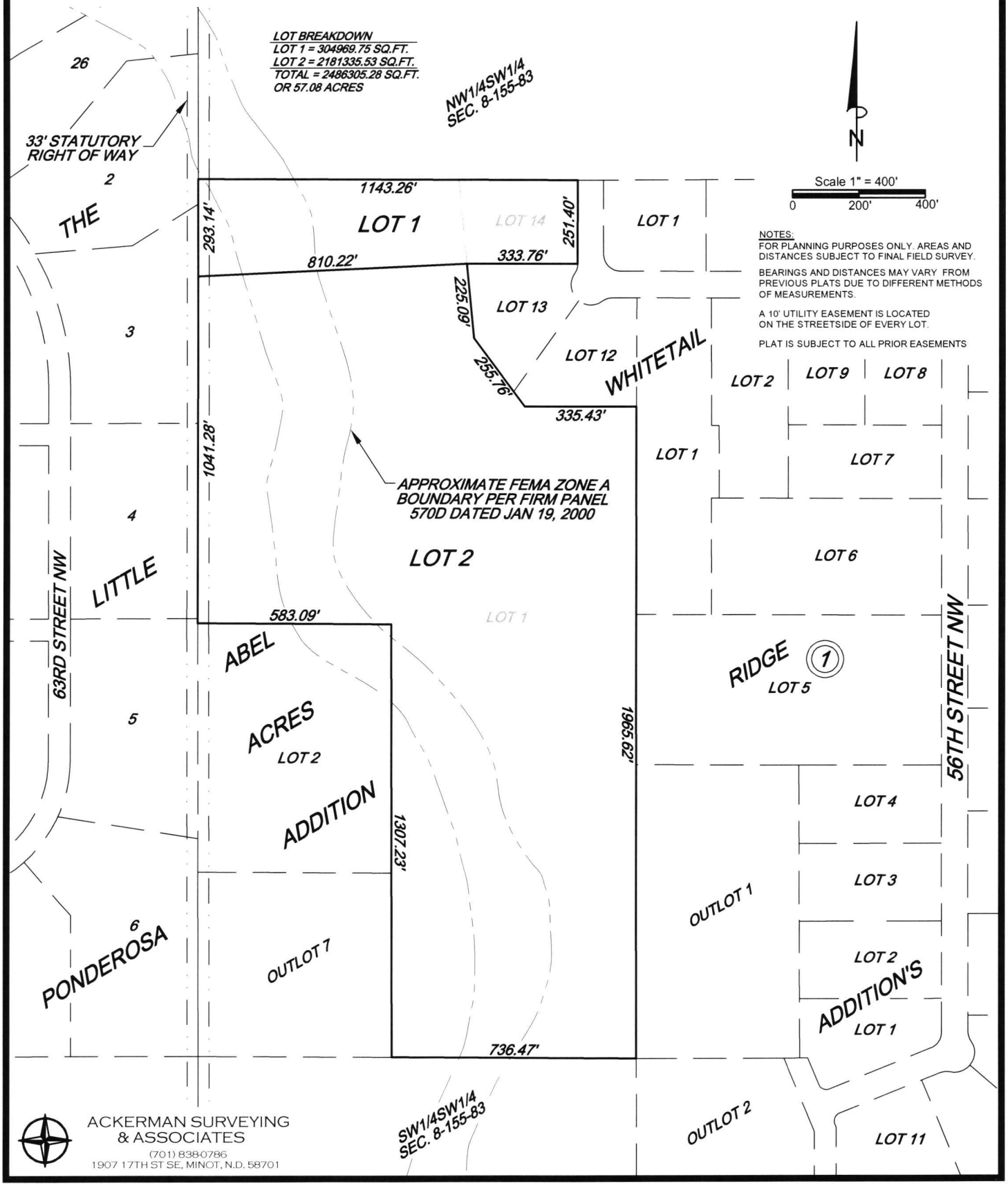


PRELIMINARY PLAT OF

WHITETAIL RIDGE 3RD ADDITION

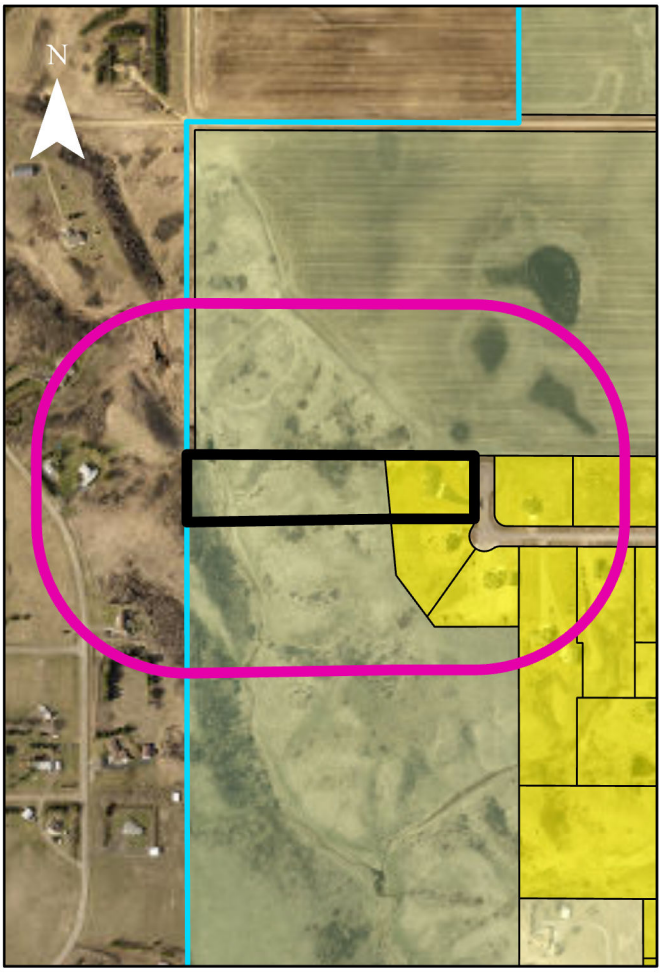
TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, ABEL ACRES ADDITION AND LOT 14, BLOCK 1, WHITETAIL RIDGE TO THE CITY OF MINOT, NORTH DAKOTA

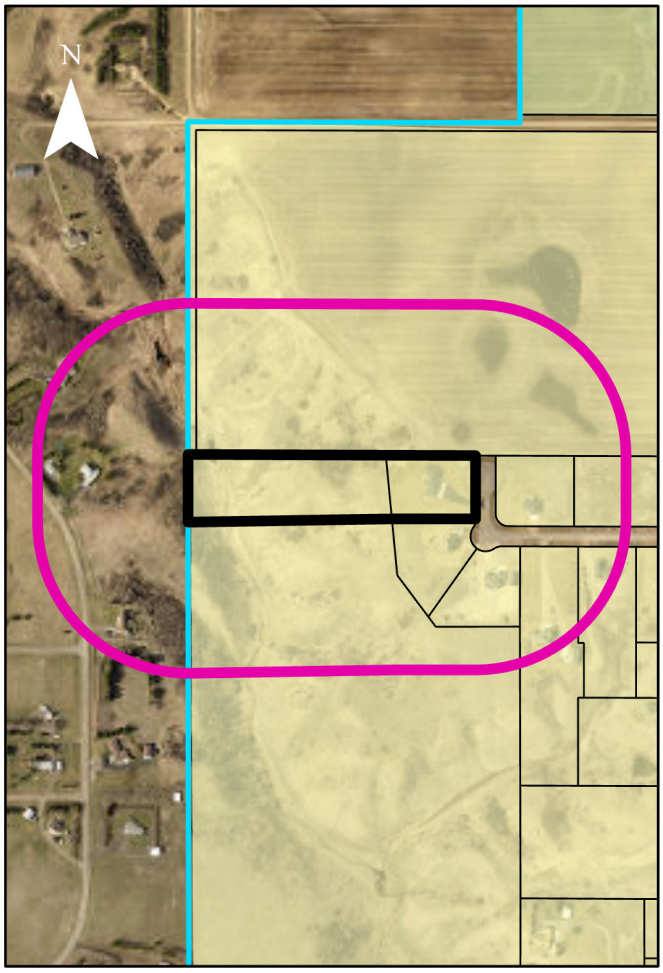


City of Minot

ZONING



FUTURE LAND USE



0 360 720 1,440 Feet

Zoning

- AG
- R1
- RR

Both Maps

- Case # 2025-48
- Case # 2025-48 Notification Area

Land Use Type

- Agricultural and Open Space
- Rural Residential

Exhibit 4 – Site Photos

Aerial View 1

Aerial View 2

ORDINANCE NO. XXXX

AN ORDINANCE REZONING LOT 1 OF WHITETAIL RIDGE 3RD ADDITION FROM "AG" AGRICULTURAL DISTRICT TO "R1" SINGLE FAMILY RESIDENTIAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **"R1" Single Family Residential District:**

LOT 1 OF WHITETAIL RIDGE 3RD ADDITION

Section 2. The **"R1" Single Family Residential District** zoning of the above described property and any development thereof shall be in accordance with said zoning district's provisions as set forth in the Land Development Ordinance of the City of Minot.

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: November 17, 2025

SUBJECT: **PUBLIC HEARING: FINAL APPROVAL OF CASE NO. M-103 BY BRADLEY SHIMFESSEL FOR A FIVE-YEAR PROPERTY TAX BENEFIT FOR IMPROVEMENTS ON PROPERTY LOCATED AT 1924 3RD STREET NW**

I. RECOMMENDED ACTION

It is recommended City Council approve the item, and authorize staff to forward the application to the State of North Dakota for final approval.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Project M-103 was granted conditional approval by the State of North Dakota on July 21, 2023. The applicant, Bradley Shimfessel, owns a single-family dwelling in the Renaissance Zone. Mr. Shimfessel wrapped up work on the house over the summer and has submitted all the necessary documentation to qualify for final approval.

B. Proposed Project

Mr. Shimfessel owns a home located at 1924 3rd Street NW. Mr. Shimfessel replaced all the windows and doors, and conducted upgrades in the kitchen and bathroom.

C. Recommendation Detail

Because he resides in the home, Mr. Shimfessel is required to invest at least 20% of the property's full and true value in improvements. Mr. Shimfessel was required to invest at least $49,800 to qualify for the program. Mr. Shimfessel submitted invoices and canceled checks totaling more than $51,000. The City Assessor has inspected the work and verifies that all the work that was promised in the conditional approval application was completed.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing: The Renaissance Zone program incentivizes property owners to fix up their properties, encourages reinvestment, and prevents blight.

B. Service/Delivery Impact:

N/A

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

This is a property tax abatement program. No city funds will be disbursed for this project.

Project Funding

N/A

VI. ALTERNATIVES

Council may remand this item back to the Renaissance Zone Review Board for more information.

M-103

City of Minot
Economic Development Division
Renaissance Zone Application

Office Address: 1025 31st St SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: jonathan.rosenthal @minotnd.org
(701) 857 - 4122

APPLICANT INFORMATION

Applicant(s)	Business		Type of Entity
Bradley Shimfessel			Single Family

Address	City	State	Zip
1924 3rd St NW	Minot	ND	58703

Phone	Email
[redacted]	[redacted]

Social Security Number	Federal Tax ID Number

PROJECT LOCATION

Legal Description	Renaissance Zone Block
HIGHLAND ACRES SECOND ADDITION LOT 8	2E

Address	City
1924 3rd St NW	Minot

Current Use of Property
Primary Residential

TYPE OF PROJECT

☐ Commercial ☑ Residential ☐ Utility Infrastructure Project (UIP)

TYPE OF INVESTMENT

☐ Purchase Only
-To include new construction

☐ Lease Only

☐ Purchase with Major Improvements
-Applies to Only Commercial Projects

Rehabilitation Only
☐ Commercial
-Must be 50% of true and current value
☑ Residential
-Must be 20% of true and current value

☐ Historical Preservation and Renovation

REQUESTED TAX EXEMPTIONS

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

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

replacing all 11 windows and 1 exterior french door with a sliding door to improve home efficiency and extend the life of the home

SQUARE FOOTAGE CALCULATIONS:

Lot	Building (Total)	Basement	1st Floor	2nd Floor
8160	2288	1144	1144	

3rd Floor	4th Floor	5th Floor	6th Floor	7th Floor

Revised April 2022

See bids

Date of Acquisition: 28 JULY 2020

Current True and Full Value: 188,000

Work to Be Done:	Estimated Costs:
Window & Back Door Replacement - Your Home Improv Co	42980
Front & Side Door Replacement - C.E. Osborn Construction	3375
Replace Northern Fence - online estimator	~~3000~~ Not Eligible
Roofing replacement - NewWave Construction	18,530

total

Total Estimated Cost $ ~~49355~~ 46 355 + 18,530 = 64,885

Current True and Full Value $ ~~188,000~~ 249,000 ~~24.66%~~ OK

Estimated Value After Improvements $ $249,800

number to meet

Estimated Start Date: 01 AUG 2023

Estimated Completion Date: 30 SEPT 23

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

a) To be considered a Renaissance Zone Project, the project would need to take place in the Renaissance Zone and be a utility company.

b) If this is a property owner affected by a UIP not participating in a Renaissance Zone Project, is the property owner in the Renaissance Zone? ☐ Yes ☐ No

Is this project a lease? ☐ Yes ☑ No

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

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

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

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

a) For projects that involve historical preservation or renovation, but are not part of a rehabilitation project, provide a description of the work and the estimated costs. A letter of approval from the Historical Society is required to claim any historical tax credits either on a rehabilitation project or renovation.

b) Information for historical properties may be obtained by contacting the Historical Society at: (701) 328-2666 or email history@nd.gov

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

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

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

Total State Tax Benefit for five (5) years $ NA

Total Property Tax Benefit for five (5) years $ 17,653.55

Total Non-Participation Owner Tax Credit $ NA

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

If yes, total state tax benefit for five (5) years $

OFFICE ONLY

Zone Authority and City Documentation
Date of Approval or Conditional Approval _____ (date)

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

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

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

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

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

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

Signature 08 APR 2023 Date

Renaissance Zone Project Checklist:

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

Comments:

Dwelling value $188K @ 20% = $38K, renovations exceed by ~$11K

I am active duty military at Minot AFB. I'm officially a resident of Kentucky and thus do not pay ND state income tax. I don't have the normal things to prove my residence in ND (such as a driver's license) but I've provided documentation (auto registration, utility bill, military orders to Minot AFB) to prove so.

I don't intend on doing all of these improvement this summer because it's likely I'm going to deploy at some point, plus I don't have enough cash to do so. I will definitely do the windows this year, maybe doors, and will most likely replace the fence next summer. If this is a problem, please tell me and I can take out a personal loan and complete this year. My goal is to get this year's taxes off.

OK- Proof of Occupancy JN

Xcel Energy®

SERVICE ADDRESS	ACCOUNT NUMBER		DUE DATE
BRADLEY SHIMFESSEL 1924 3RD ST NW MINOT, ND 58703-1344	[redacted]		04/19/2023
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	[redacted]	03/23/2023	$51.93

DON'T WAIT! ENERGY ASSISTANCE AVAILABLE NOW!

Know someone who may need help paying their energy bills? Thousands of qualified hardworking households have benefited from home energy assistance programs in the past year. Energy assistance is used to lower the burden of monthly energy costs. Funds can be used for heating and electric costs as well as energy crisis situations.

Xcel Energy wants to connect our customers with all the resources available. To learn more about energy assistance programs available in your area, please scan the QR code. We want to make it easy for you to apply.

SERVICE ADDRESS: **1924 3RD ST NW MINOT, ND 58703-1344**
NEXT READ DATE: 04/24/23

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: [redacted]
INVOICE NUMBER: [redacted]

METER READING INFORMATION

METER 2066708 Read Dates: 02/21/23 - 03/22/23 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	39232 Actual	38857 Actual	375 kWh

ELECTRICITY CHARGES

RATE: Residential Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			$15.00
Energy Charge Winter	375 kWh	$0.069490	$26.06
Fuel Cost Charge	375 kWh	$0.025707	$9.64
Renewable Energy	90.52 kWh	$0.001856	$0.17
Renewable Energy	284.48 kWh	$0.002557	$0.73
Transmission Costs	375 kWh	$0.000873	$0.33
Total			**$51.93**

NEW PAYMENT ARRANGEMENT OPTION NOW AVAILABLE

If you're having trouble paying the total balance due on your bill, we're here to help. We are now offering as little as 2% down and a payment arrangement of up to six months. This option is available over the phone, through our automated voice system, for qualifying residential customers.

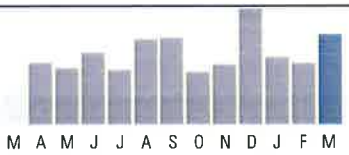
To get started with this payment arrangement option, call **800-495-4999**.

NORTHERN STATES POWER COMPANY

Xcel Energy®
RESPONSIBLE BY NATURE®

SERVICE ADDRESS	ACCOUNT NUMBER		DUE DATE
BRADLEY SHIMFESSEL 1924 3RD ST NW MINOT, ND 58703-1344	[redacted]		04/19/2023
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	[redacted]	03/23/2023	$51.93

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	19° F	13° F
Electricity kWh	11.0	12.9
Electricity Cost	$1.65	$1.79

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Electricity Service	02/21/23 - 03/22/23	375 kWh	$51.93
Current Charges			**$51.93**

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 02/21	$41.11
Payment Received	Auto Pay 03/21	-$41.11 **CR**
Balance Forward		**$0.00**
Current Charges		$51.93
Amount Due *(Cantidad a pagar)*		**$51.93**

010638 1/2

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com

Call Mon - Fri 7 a.m.-7 p.m. or Sat 9 a.m.-5 p.m.

Please Call: 1-800-895-4999
Hearing Impaired: 1-800-895-4949
Español: 1-800-687-8778

Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

Like us on Facebook Follow us on Twitter

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • **PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS**

Xcel Energy®

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
[redacted]	04/19/2023	$51.93	Automated Bank Payment

Your bill is paid through an automated bank payment plan.

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

— no inserts —

------ manifest line ---------

BRADLEY SHIMFESSEL
1924 3RD ST NW
MINOT ND 58703-1344

XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

32 51041923 00132303959 00000005193000000005193

Proof of Residency OK JP

VEHICLE REGISTRATION CARD

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION
608 E BOULEVARD AVE, BISMARCK ND 58505-0780
PHONE (701) 328-2725

THIS CARD MUST BE CARRIED IN VEHICLE AT ALL TIMES

SFN 2961 (10-04)

06-09-2022

Expiration Date	License No	Decal	Reg. Weight	License Type	Year 1st Reg.
07-31-2023	[redacted]	0723	3241	STANDARD	2015
ND Title No.	Yr. Model	Make		Model	
[redacted]	[redacted]	[redacted]		[redacted]	
Vehicle Identification Number		Vehicle Sub-Type		Registered County	Unit No.
[redacted]		PASSENGER		WARD	

Registered Owner or lessee

BRADLEY BECKNER SHIMFESSEL - OWNER

24890 - 642

BRADLEY BECKNER SHIMFESSEL
1924 3RD ST NW
MINOT ND 58703-1344

X

OWNER OR LESSEE CERTIFIES THIS VEHICLE IS INSURED AS REQUIRED BY LAW.
SIGNATURE OF REGISTERED OWNER / LESSEE

DEPUTY DIRECTOR FOR DRIVER SAFETY

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit
3. Clean and dry plate before affixing new decal
4. Remove decal by bending corner of card under decal along dotted line
5. Next, lift up corner of decal where card is creased
6. Decal is fragile - peel decal off slowly
7. Apply decal to upper right-hand corner of plate
8. Rub or press firmly around edges of decal after applying

Bend paper on dotted line, lift corner of decal

REQUEST AND AUTHORIZATION FOR PERMANENT CHANGE OF STATION - MILITARY

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 8013, Secretary of the Air Force E.O. 9397 (SSN) as amended. Powers and duties; delegation by 8032,General duties; implemented by Air Force Instruction 36-2102, Base-level Relocation Procedures.
PURPOSE: Each type of relocation of Air Force personnel requires specific actions described either on a checklist or by sending a form letter to the applicable base activity having a responsibility for ensuring accomplishment of the action.
ROUTINE USES: In addition to those disclosures generally under 5 U.S.C. 552a(b) of the Privacy Act, these records or information contained therein may specifically be disclosed outside the DoD as a routine use pursuant to 5 U.S.C. 552a(b)3. 'Blanket Routine Uses' apply.
DISCLOSURE: VOLUNTARY; SSN is used to reference member's official records. Failure to provide SSN may make it difficult for member to receive pay and entitlements in coordination with Permanent Change of Station.

The following individual will proceed on permanent change of station: ☐ PCS without PCA ☒ PCS with PCA | TED SEP 20

1. GRADE, NAME *(Last, First, Middle Initial)*
1LT SHIMFESSEL, BRADLEY B

2. SSAN
[redacted]

3. SAFSC/CAFSC
[redacted]

4. SECURITY CLEARANCE *(include date of last investigation)*
SCI(DCID 1/14 ELIGIBLE) 22 OCT 2017

5. REPORT TO COMDR, NEW ASSIGNMENT
NLT: 07 SEP 2020

6. TRAVEL DAYS AUTHORIZED IF TRAVELING BY PRIVATELY - OWNED CONVEYANCE: 5

7. TDY ENROUTE

8. UNIT, MAJOR COMMAND AND ADDRESS OF UNIT FROM WHICH RELIEVED:
GBS OL AFST 11 BOMB SQ FFMBC0
BARKSDALE LA 711100000

9. UNIT, MAJOR COMMAND AND ADDRESS OF UNIT TO BE ASSIGNED:
GBS 69 BOMB SQ FFCHL1
MINOT ND 587050000

10. TYPE OF TOUR *(Check One)*
☐ ACCOMPANIED ☐ UNACCOMPANIED
☐ UNACCOMPANIED, DEPENDENTS RESTRICTED

11. TOUR LENGTH *(Total No. of Months)*

12. EXTENDED LONG TOUR VOL
NO

13. DEPENDENT TRAVEL:
☐ A. CONCURRENT TRAVEL IS AUTOMATIC
☐ B. CONCURRENT TRAVEL IS APPROVED
☐ C. DEPENDENT TRAVEL IS DELAYED FOR LESS THAN 20 WEEKS
☐ D. DEPENDENT TRAVEL IS DELAYED FOR MORE THAN 20 WEEKS
☐ E. TRAVEL IS AUTHORIZED TO A DESIGNATED PLACE

14. THIS IS A JOIN-SPOUSE ASSIGNMENT *(Include spouse's grade, name & SSN)*
NO

15. AUTHORITY FOR CCTVL:

16. HOMEBASING/FOLLOW-ON ASSIGNMENT *(Include AAN, GPAS and RNLTD)*

17. DEPENDENT(s): *(List names, DOB of children, relationship to member and current address)*

18. PCS EXPENSE CHARGEABLE TO: 5703500 320 5751.0* 05 525725 *Insert Applicable Subproject Shred*
CIC: 4 5 048 0051 525725 TAC: F7T1 ATAC: F7T110*
NTS CHARGEABLE TO: 57$3500 32$ 5758.0N 05 525725 TAC: F7TN

19. AUTHORITY AND PCS CODE
AFI 36-2110
PCS ID: D AAN: 0900NO1230

20. AETC/FM TDY Funding.

20a. All other TDY Enroute Funding.

21. SDN:
HHG: PB57510001MP0H
NTS: PB57580001MP0N
INT: --

Pursuant to AFI 32-6001, you will report to the base housing referral office servicing your new duty station before entering any rental, lease, or purchase agreement for off-base housing.

22. REMARKS *(Submit travel voucher within 5 workdays after completion of travel. If TDY enroute is authorized, attach receipts showing cost of all lodging used. All promotional items incurred while PCS/TDY must be turned in to AFO upon arrival at gaining base. See reverse for remarks.)*
PCS ADSC: 24 MONTHS TRAINING ADSC: 0 MONTHS *(See AFI 36-2107)*
01. AIRMAN'S DATE OF SEPARATION (08 AUG 3888), ASSIGNMENT ACTION REASON (V7), DATE ELIGIBLE TO RETURN FROM OVERSEAS (N/A)
02. UPON RECEIPT OF ORDERS CONTACT THE FINANCIAL SERVICES OFFICE (FSO) TO MAKE FINANCIAL ARRANGEMENTS AND ADVISEMENT.

23. DATE
28 JUL 2020

24. APPROVING OFFICIAL *(Type Name and Grade)*
SIMMONS, JESSICA, SSG, USAF, OUTBOUND ASSIGNMENTS SUPERVISOR

25. SIGNATURE OF APPROVING OFFICIAL
// SIGNED //

26. DESIGNATION AND LOCATION OF HQ DEPT OF THE AIR FORCE:
AFPC RANDOLPH AFB TX 78150-0000

27. SPECIAL ORDER NO:
AN-127041

28. DATE
30 JUL 2020

29. TDN
FOR THE COMMANDER

30. DISTRIBUTION: AA

31. SIGNATURE ELEMENT OF ORDERS AUTHENTICATING OFFICIAL
//signed//
ISAIAH S BASKIN, SSG
USAF, SUPERVISOR, ASSIGNMENTS

32. ADDRESS OF GAINING MPF:
5 FSS
MINOT AFB ND 58705-5000

AF FORM 899, 20100910 PREVIOUS EDITIONS ARE OBSOLETE **PRIVACY ACT INFORMATION: The Information in this form is FOR OFFICIAL USE ONLY. Protect IAW The Privacy Act of 1974.**

33. CONTINUATION

22. CONTINUED
03. ALL TRAVELERS ELIGIBLE FOR A GTCC SHOULD HAVE ONE AND USE IT TO THE MAXIMUM EXTENT POSSIBLE FOR OFFICIAL GOVERNMENT TRAVEL EXPENSES (TDY, DEPLOYMENT, PCS).IAW PUBLIC LAW 105-264, GOVERNMENT TRAVEL CARD (GTC) USE IS MANDATORY FOR ALL AUTHORIZED EXPENSES UNLESS OTHERWISE EXEMPTED UNDER SPECIFIC PROVISIONS DETAILED IN PARA E OF THE TRAVEL TRANSPORTATION REFORM ACT. IF AIRMAN IS A GTC HOLDER USE OF HIS/HER INDIVIDUALLY BILLED ACCOUNT IS MANDATORY FOR ALL COMMERCIAL TRANSPORTATION ARRANGEMENTS AND ADVANCE TRAVEL PAY IS NOT AUTHORIZED. IF AIRMAN IS A NONCARD HOLDER THE CENTRALLY BILLED ACCOUNT WILL BE UTILIZED FOR ALL COMMERCIAL TRANSPORTATION ARRANGEMENTS.

04. EACH TRAVELER(S) ON THIS ORDER IS AUTHORIZED UP TO 2 CHECKED PIECES OF BAGGAGE NOT TO EXCEED 70 POUNDS EACH. COMMERCIAL AIRLINES USING DIFFERENT WEIGHT STANDARDS MAY AUTOMATICALLY CHARGE BAGGAGE FEES TO EACH TRAVELER (S) ON THIS ORDER. IN THIS CASE, AS LONG AS THE NUMBER OF CHECK PIECES AND WEIGHT LIMIT PREVIOUSLY STATED IS NOT EXCEEDED, A CHECKED BAGGAGE EXPENSE IS STILL REIMBURSABLE."IAW JTR AND AFI 36-2102. ALL RECEIPTS FOR BAGGAGE ARE REQUIRED FOR REIMBURSEMENT. TRAVELER(S) MUST PAY CHARGE(S) DIRECTLY TO THE SERVICING AIRLINER OR MODE OF TRANSPORT AT THE TIME OF CHECK-IN AND CLAIM REIMBURSEMENT ON THE TRAVEL VOUCHER.

05. UPON RECEIPT OF ORDERS CONTACT THE TRAFFIC MANAGEMENT OFFICE (TMO) TO MAKE ARRANGEMENTS FOR HHGS SHIPMENT AND TRAVEL. IAW DEFENSE DIRECTIVE (DODD) 4500.09E, TRANSPORTATION AND TRAFFIC MANAGEMENT, CHAP 401, PARA O.2 - REQUIRED POLICY. THE COMPLETION OF A CUSTOMER SATISFACTION SURVEY(CSS) FOR EACH SHIPMENT DELIVERED IS REQUIRED WITHIN SEVEN DAYS OF EACH COMPLETE SHIPMENT DELIVERY. AIRMEN/EMPLOYEES ARE REQUIRED TO COMPLETE A CSS VIA THE WEB: HTTP://WWW.SDDC.ARMY.MIL/SDDC/CONTENT/PUB/46819//CSS%20 BROCHURE%20V2.PDF. AFTER REVIEWING THE INSTRUCTIONS, YOU MAY ACCESS AND COMPLETE THE SURVEY AT THE FOLLOWING LINK. HTTP://WWW.MOVE.MIL/.

06. TRAVEL BY GOVERNMENT OR GOVERNMENT PROCURED AIRCRAFT IS DIRECTED. OBTAIN GOVERNMENT-PROCURED TRAVEL RESERVATIONS THROUGH THE TMF/CTO, UNDER PROVISIONS OF AFI 24-101, AND JTR. SELF-PROCUREMENT OF TRANSOCEANIC OFFICIAL TRAVEL AND USE OF FOREIGN FLAG (NON-US) CARRIERS ARE NOT AUTHORIZED UNLESS SPECIFICALLY APPROVED PRIOR TO TRAVEL BY A STATEMENT OF NON-AVAILABILITY AND AUTHORIZATION PROVIDED BY THE TMF/CTO. IF YOU NEED ASSISTANCE WITH YOUR RESERVATIONS CONTACT THE FOLLOWING: AMC FLIGHT CHANGES: 1-800-851-3144 OR ANY TRAFFIC MANAGEMENT OFFICE.

07. AIRMAN IS AUTHORIZED PCS WEIGHT ALLOWANCES AS SPECIFIED IN THE JTR TABLE 5-37 AND PAR.0514 AND DTMO WEBSITE.

08. DEPARTURE CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE I WILL DEPART PCS AT_____(HRS)_____ (DATE)_____ SIGNATURE

09. AIRMAN MUST BE IN UNIFORM AT FINAL OUT-PROCESSING APPOINTMENT. ALL REQUIREMENTS FOR THE REASSIGNMENT AND/OR TDY EN-ROUTE MUST BE COMPLETED PRIOR TO DEPARTURE. REQUIREMENTS FOR THE REASSIGNMENT AND/OR TDY EN-ROUTE TO INCLUDE MEMBER'S AND DEPENDENT(S) MEDICAL AND DENTAL CLEARANCE, PASSPORT/VISAS, COMMAND SPONSORSHIP, APPROVAL FOR (OCONUS) ASSIGNMENTS, SECURITY CLEARANCE (AS REQUIRED),, RETAINABILITY INCLUDING AF FORM 63, ACTIVE DUTY SERVICE COMMITMENT (ADSC) AF FORM 4380, AIR FORCE SPECIAL NEEDS SCREENER (AS REQUIRED), PPCS REQUIREMENTS AND FOLLOW-ON OR HOME-BASING APP/DISAPP FROM THE ASSIGNMENT AUTHORITY (AS REQUIRED).

10. AIRMEN HAS MET ALL PPC REQUIREMENT FOR PPCS: ABA, SCI, HRA, CQ3.

11. MEMBER MAY BE ELIGIBLE FOR REIMBURSEMENT OF COST OF DEPENDENT SPOUSE'S QUALIFYING STATE RE-LICENSING OR RE-CERTIFICATION FEES NOT TO EXCEED $1000.00. LEARN MORE ABOUT LICENSING AND CERTIFICATIONS FROM THE INSTALLATION AIRMAN & FAMILY READINESS CENTER, THE DEPARTMENT OF LABOR WEBSITE AT HTTPS://WWW.VETERANS.GOV/MILSPOUSES, AND THE DOD SPOUSE EDUCATION AND CAREER OPPORTUNITIES PROGRAM AT HTTPS://MYSECO.MILITARYONESOURCE.MIL. FREE CAREER COACH COUNSELING IS ALSO AVAILABLE BY CALLING 800-342-9647.

12. AIRMAN HAS BEEN SELECTED AND ADMINISTRATIVELY QUALIFIED FOR A PRP ASSIGNMENT DUTIES; AIRMAN MUST HAND CARRY DENTAL RECORDS.

PRIVACY ACT INFORMATION: The information in this form is FOR OFFICIAL USE ONLY. Protect IAW The Privacy Act of 1974.

(Added) Amended May 25, 2023

ESTIMATE

New Wave Construction Inc.
701-833-2225
927 36 St SE
Minot ND 58701

BILL TO
Bradley Shimfessel
[redacted]
1924 st NW
Minot ND 58703
[redacted]

ESTIMATE # 235
ESTIMATE DATE 05/18/2023

DESCRIPTION	AMOUNT
We hereby propose to furnish the materials and perform the labor necessary for the completion of 32 Sq + 2 Sq+1 cap Sq= 35 Sq Metal roof House and Garage	18,530.00

38x58 House, 3 Boots 4 inches, 5 vents
32X30 Garage 1 boot1 inch, 1 boot 2 inches
Chimney 8 inches
Designer Pro-Rib® Matte Smoky
Beige Steel J-Trim
Shield Synthetic Roofing Underlayment
Matte Smoky Corner & Gable Trim
Pro-Rib Inside Closure - 4 pack
Matte Smoky Pole Barn Screw - 20 lb

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of: $18,530.00usd
(2 years labor guarantee)
ACCEPTANCE OF ESTIMATE
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments Will be made as outlined above

TOTAL **$18,530.00**

Customer Name: Bradley Shimfessel
Address: [redacted] 3rd St NW
Phon[redacted]
Date of Sale[redacted]
Rep 1: [redacted]
Rep 2:
Market: BIS
Distance from Office to Jobsite: 98

Window & Door Comm. Sheet
2/1/2023

Your Home Improvement Co.
Your Home. Made Better.

Window Line	PRESERVATION

Windows

Size	Single CA	Double CA	Triple CA	DH	PIC	2LS	TOTAL
up to 73 UI	3			1	1	4	18812
74-83 UI							0
84-93 UI							0
94-103 UI							0
104-109 UI							0
110-120 UI			1				4747
121-144 UI							0
145-154 UI					1		3298
155-168 UI							0
169-180 UI							0
181-190 UI							0
191-198 UI							0

Upgrades	Single CA	Double CA	Triple CA	DH	PIC	2LS	TOTAL
Taupe							0
Woodgrain							0
Exterior Color							0
Hardware Finish							0
Full Screen							0
Obscured Glass							0
Grids							0

Patio Doors	Standard	Custom	TOTAL
5 Foot		1	7271
6 Foot			
8 Foot			
9 Foot			
12 Foot			

Basement Hoppers		TOTAL
White	4	6576
Taupe		0

Upgrades		TOTAL
Taupe		0
Woodgrain		0
Exterior Color		0
Hardware Finish		0
Grids		0
Classic Style		0
French Style		0
Exterior Light		0

PROVIA

Item	EntryLink $	TOTAL
		0
		0
		0

Extras		TOTAL
Trip Charge per Contract 50-100 miles	1	650
Trip Charge per Contract 100-165 miles		0
Window/Door Trimpack		0
Double Garage Door Trimpack		0
Krypton Gas/Unit		0
Triple Pane per UI		0
Tempered Glass per sq ft		0
LSCU per opening	13	4108
R&R Blinds per set		0
Casing/Foot	81	2025
1x4 Jamb/Foot	81	2025
1x6 Jamb/Foot		0
1x8 Jamb/Foot		0
1x10 Jamb/Foot		0
Custom Stain Match		0
Full Frame (requires jamb/casing)	9	4950
4LCA or 5LCA upcharge		0
Alter Opening without Header Work		0
Alter Opening with Header Work		0
Framing/Rock work on Alters		0

Misc.		TOTAL
		0
		0
		0

Commission		
Q.D.P. Discounted Price	$	54,462.00
Cash Discount	$	-
10% Initial Inspection Savings	$	49,015.80
Contract Price	$	42,980.00
Down Payment	$	-
Total Commission	$	6,372.05
Discount off Today Discount	$	3,017.90
Self Gen Bonus	$	-
Earned Commission	$	3,354.15
Total Commission		
Before Install	$	3,354.15
	$	-

Anthony Waswick

Cost Est.

PAYMENT	
Cash	
Credit Card	

Green Sky	
Powerpay	
Lend Hi	
EB Split	
EB Single	
Aqua	
Service Finance	x

Home Depot	

LEAD SOURCE	
Lead	X
Self Gen (90 days or less)	
Self Gen (Over 90 days)	
Referral	

0
0
0
0
0
0

Door Costs

C.E. Osborn Construction
1510 Appaloosa Way NE
Minot, ND 58703 US
(951) 205-6340
craig.e.osborn@gmail.com

Estimate

ADDRESS
Bradley Shimfessel
1924 3rd St NW Minot ND
Minot, ND 58703

ESTIMATE # 1763
DATE 04/07/2023
EXPIRATION DATE 05/08/2023

ACTIVITY	QTY	RATE	AMOUNT
Single Door System Size 32" x 80" (2'8" x 6'8") Panel 6 Panel, Smooth Fiberglass, Ready to Finish, No Lite - Door Glass No Glass-Exterior, No Lite - Door Swing Left Hand Inswing Handle Bore Lockset Bore Deadbolt Bore Deadbolt Bore Mortise Mortised for hinges Jamb 4 9/16" [2x4 construction] Frame White Composite Frame Species No Species Brickmould Brickmould Sill Aluminum sill Hinge Satin Nickel Peepsite Satin Nickel Peepsite Peepsite Location On Door(s) Kickplate No Kickplate Rough Opening 34 1/4" X 82" Brick Opening 36" X 82 3/4"			
Single Door System Size 36" x 80" (3'0" x 6'8") Panel 6 Panel, Smooth Fiberglass, Ready to Finish, No Lite - Door Glass No Glass-Exterior, No Lite - Door Swing Right Hand Inswing Handle Bore Lockset Bore Deadbolt Bore Deadbolt Bore Mortise Mortised for hinges Jamb 4 9/16" [2x4 construction] Frame White Composite Frame Species No Species Brickmould Brickmould Sill Aluminum sill			

ACTIVITY	QTY	RATE	AMOUNT
Hinge Satin Nickel Peepsite Satin Nickel Peepsite Peepsite Location On Door(s) Kickplate No Kickplate Rough Opening 38 1/4" X 82" Brick Opening 40" X 82 3/4"			
Services two door units supplied and installed.	1	2,875.00	2,875.00
paint 6 panel door paint paneled door	2	250.00	500.00

reuse digital locksets. Customer to provide new deadbolts.

TOTAL **$3,375.00**

Accepted By

Accepted Date

Orig

Tax Confirmation from Ward County

Ward County North Dakota • 315 Third St. SE • Minot, ND 58701

Shopping Cart: 0 Items [$0.00]

New Search | History | Payoff | PayTaxes | Help

Parcel #: MI111710000080

Status: Current

Receipt: 16464

2023 Owner(s):
SHIMFESSEL, BRADLEY

Mailing Address:
1924 3RD ST NW
MINOT, ND 58703

Legal Description:
HIGHLAND ACRES SECOND ADDITION LOT 8

2022 Value:

Market:	$234,000
Taxable:	$10,530
Disabled Vet Credit:	$0
Homestead Credit:	$0
Net Taxable:	$10,530

Detail

2022 Taxes: View Pie Charts

First Half:	$1,932.31	**Due:**	3/1/2023
Second Half:	$1,932.30	**Due:**	10/16/2023
Total:	$3,864.61		

Show Current Tax Bill

Detail

2022 Payments:

First Half:	$1,932.31
Second Half:	$1,932.30
Discount:	$193.23
Total:	$3,671.38

(May include penalty & interest)

2022 Legal Records:

Geo Code: Instru#: 3042096 **Doc Type:** WD **Date:** 2020-08-11

Property address: 1924 3RD ST NW, MINOT ND 58703
Subdivision: (MI11171) HIGHLAND ACRES 2ND
Legal: HIGHLAND ACRES SECOND ADDITION LOT 8

Note: The accuracy of this data is not guaranteed.
Web data was last updated 04/08/2023 12:05 AM.

Send Payments To:

Ward County Treasurer
PO Box 5005
Minot, ND 58702

tyler technologies

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Ward County North Dakota • 315 Third St. SE • Minot, ND 58701

Shopping Cart: 0 Items [$0.00]

New Search | Detail | Payoff | Help

Parcel #: MI111710000080

Status: Current

Type: RE

Owner: SHIMFESSEL, BRADLEY

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2022	16464	12/06/2022	$3,864.61	1/31/2023 1/31/2023	$1,932.31 $1,739.07	
2021	21491	12/01/2021	$3,319.47	2/3/2022 2/3/2022	$1,659.74 $1,493.76	
2020	16754	12/08/2020	$3,304.92	1/21/2021 1/21/2021	$1,652.46 $1,487.21	
2019	17136	12/13/2019	$3,358.43	1/13/2020 1/13/2020	$1,679.22 $1,511.29	
2018	16955	12/11/2018	$3,245.63	1/18/2019 1/18/2019	$1,622.82 $1,460.53	
2017	17061	12/15/2017	$3,198.14	1/17/2018 1/17/2018	$1,599.07 $1,439.16	
2016	18354	12/19/2016	$2,632.30	1/24/2017 1/24/2017	$1,316.15 $1,184.53	
2015	8291	12/16/2015	$2,368.70	1/26/2016 1/26/2016	$1,184.36 $1,065.90	
2014	11014	12/19/2014	$2,297.67	1/26/2015 1/26/2015	$1,148.85 $1,033.93	
2013	8809	12/13/2013	$2,150.09	1/16/2014 1/16/2014	$1,075.06 $967.52	

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

Note: The accuracy of this data is not guaranteed.
Web data was last updated 04/08/2023 12:05 AM.

Send Payments To:

Ward County Treasurer
PO Box 5005
Minot, ND 58702

tyler technologies

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Good Standing OK

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

March 9, 2023

Ref: L1152468096

BRADLEY B. SHIMFESSEL
1924 3RD ST NW
MINOT ND 58703-1344

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: BRADLEY B. SHIMFESSEL
SSN or FEIN: ***-**

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

Liliya Montgomery

Liliya Montgomery
Supervisor, Individual Income Tax and Withholding
Phone: 701-328-1296
Email: lmontgomery@nd.gov

Minot City Assessor

Assessor Hub provided by Vanguard Appraisals, Inc

Parcel Number:
MI11.171.000.0080
Deed Holder:
SHIMFESSEL, BRADLEY
Property Address:
1924 3RD ST NW
MINOT, ND 58703-1344 MAP THIS ADDRESS
Mailing Address:
1924 3RD ST NW
MINOT, ND 58703-1344 USA
Zoning:
R1/RESIDENTIAL
Sec-Twp-Rng:
11171--
Lot-Block:
0080-000
Legal Description:
HIGHLAND ACRES SECOND ADDITION LOT 8
Lot Dimensions:
69 X 120
Land Use:
NOT APPLICABLE

Pin MI11.171.000.0080 Photo

1 / 1

Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
$46,000	$188,000	$0	$234,000

Get Current Year Tax Estimate

Click here to request information on pending or certified special assessments or call 701-857-4770.

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

Land Information

Lot Type	Square Feet	Acres
Sq. Ft x Rate	8,280	0.190

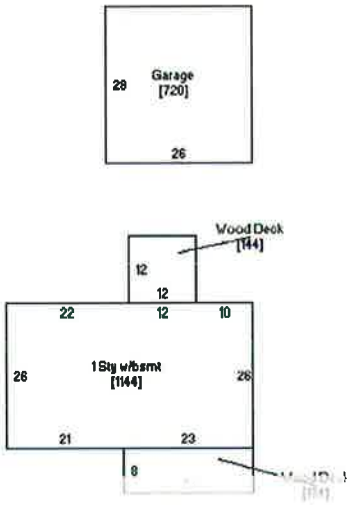
Residential Building Information

Occupancy	Style	Year Built	Total Living Area
Single-Family / Owner Occupied	1 Story Brick	1960	1,144

Sale Information

Sale Date	Amount	Recording
07/28/2020	$221,530	3042096
06/27/2014	$224,000	2974807
07/29/2011	$199,000	2925786
05/25/2011	$0	2924707
09/04/2008	$165,500	2887747
01/04/2002	$0	2801023

Sketch



Sketch of Pin MI11.171.000.0080

1 / 1

MINOT CITY ASSESSOR

Assessor Hub provided by Vanguard Appraisals, Inc

Parcel Number:
MI11.171.000.0080

Deed Holder:
SHIMFESSEL, BRADLEY

Property Address:
1924 3RD ST NW
MINOT, ND 58703-1344

Mailing Address:

1924 3RD ST NW
MINOT, ND 58703-1344 USA

Zoning:
R1/RESIDENTIAL

Sec-Twp-Rng:
11171--

Lot-Block:
0080-000

Legal Description:
HIGHLAND ACRES SECOND ADDITION LOT 8

Land Use:
NOT APPLICABLE

Property Tax Estimate

$234,000.00	**Full And True Value** Recalc
$117,000.00	**Assessed Value**
* 9.00000%	**Residential Classification**
$10,530.00	**Taxable Value**
* 335.3	**2021 Mill Levy**
$3,530.71	**Adjusted Annual Tax**

NOTICE: This is an estimate only and subject to change depending on tax year levies and credit amounts. Tax levys, exemption amounts, and rollbacks are all based on the current tax year and are updated periodically.

General Parcel Information for parcel, click here MI11.171.000.0080

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City of Minot

Assessor's Office

DATE: April 21, 2023

TO: Jonathan Rosenthal, Economic Development Administrator

FROM: Damon Druse, Asst City Assessor

REFERENCE: Renaissance Zone Prospective Project located at 1924 3rd St NW, application by Bradley Shimfessel.

I have been asked to provide some property tax information on the current and estimated future assessment of a building at 1924 3rd St NW. The 2023 True and Full assessment is $249,000. The building assessment portion is $203,000 and the estimated taxes on the building amount for 2022 are $3,350.

If the project were to receive approval under the renaissance zone exemption, the estimated True and Full Value on the building after completion of construction and through the 5 year exemption period would be approximately $203,000. The estimated taxes on this amount for the building would be about $3,350 per year. If the renaissance application were approved, approximately $16,750 would not be collected over 5 years of tax exemption.

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

Please reach out to me if there are any additional questions.

515 2nd Av SW · Minot, North Dakota 58701 · (701) 857-4160 · Fax (701) 857-4130

ect text

Sele

- Purchases, leases or improvements may not be made prior to application approval.

[redacted]

dditional eligibility criteria for residential rehabilitation:

- Rehabilitation of property must be at least twenty percent of the current true and full valu the building for residential use. At least eighty percent of the investment made must consis capital improvements such as structural, weatherization, electrical, plumbing, heating, ventilation, central air conditioning system improvements, exterior improvements to corni roof gables, window sills, doors, porches, stairwells, dormers, removal of non-historic mate and exterior painting. See Rehabilitation Criteria for Residential Property on page 26 and Renaissance Renovation/Purchasing on page 27.
- Not more than twenty percent of the total investment may consist of capital improvement detached outbuildings.
- An applicant's time and labor (sweat equity) towards a Renaissance Zone project is not an eligible expense.

assessor@minotnd.gov
www.minotnd.gov
701-857-4160
10 3rd Ave SW
PO Box 434
Minot ND, 58702-0434

DATE: September 25, 2025

TO: Renaissance Zone Review Board

FROM: Ryan Kamrowski, City Assessor

REFERENCE: Renaissance Zone Project located at 1924 3rd St. NW, application by Shimfessel Revocable Living Trust.

I have been asked to confirm the completion of improvements detailed in the Renaissance Zone Application M-103.

It is in my opinion that the improvements have been substantially completed and replacement cost of said improvements exceed the minimum requirements for approval of the Renaissance Property Tax Exemption.

Renaissance Project 103-M

Bradley Shimfessel
1924 3rd St NW
Minot, ND 58703
[redacted]

Grant Date	Over Minimum Renovation	Minimum Renovation
Friday, 21 July, 2023	**$2,732.32**	**$ 48,900.00**

DESCRIPTION	COMPANY	DATE COMPLETED	ACCOUNT	AMOUNT
Full Home Window Replacement - initial payment	Your Home Improvement Company	21-Nov-23	USAA Checking	$ 2,000.00
Full Home Window Replacement - final payment	Your Home Improvement Company	3-May-24	AMEX HYSA	$ 40,980.00
Bathroom renovation - new sink/countertop combo	Home Depot	31-Jul-24	Chase Sapphire	$ 729.50
Sink/Countertop Install & Labor	C&C Plumbing	27-Aug-24	Chase Sapphire	$ 300.00
3 exterior doors purchased - self	Menards	12-Jul-25	Chase Sapphire	$ 1,582.88
labor for 3 exterior doors replaced	Kingmen Construction	4-Aug-25	Paige Checking	$ 1,789.63
water heater replacement	M4 Plumbing	15-Sep-25	USAA Checking	$ 4,250.31

$ 51,632.32

On October 30, 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 1:30 PM.

ROLL CALL

Members Present: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Scott Samuelson

Members Absent: Lisa Olson, Paul Pitner

PLEDGE OF ALLEGIANCE

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

EXECUTIVE SESSION: CONTRACT NEGOTIATION WITH PATHFINDER SERVICES OF NORTH DAKOTA (PSND) TO LEASE, OPERATE, AND MAINTAIN THE BROADWAY CIRCLE COMPLEX

Stefani Stalheim, City Attorney, discussed the presented terms of the agreements with Pathfinder Services of North Dakota and the City of Minot for the Broadway Circle Project.

ACTION ITEMS - PATHFINDER SERVICES OF ND (PSND) BROADWAY CIRCLE AGREEMENTS

The motion to skip the Executive Session: Contract Negotiations with Pathfinder Services of ND to lease, operate, and maintain the Broadway Circle complex; and approve the Agreements and authorize the Mayor and City staff to take all action necessary to carry out the terms of the agreements 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, Scott Samuelson; nays: None.

ADJOURNMENT

The motion to adjourn meeting at 1:45 pm was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Scott Samuelson; nays: None.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

On November 3, 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 5:30 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 welcomed Chairman Mark Fox, with the MHA Nation to do a presentation.

PRESENTATION FROM CHAIRMAN MARK FOX, MHA NATION

Chairman Mark Fox, from the MHA Nation, presented to the City Council discussing the background of the MHA Nation, along with economic development and current and upcoming projects. He also discussed the project Native Green Grow, which is a greenhouse for produce, which will include a local and regional market.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

PUBLIC HEARING: CASE #2025-34 - SUMMER CLEAN UP - TEXT AMENDMENT

The motion to close the public hearing and approve the text amendment ordinance as shown in Attachment A in alignment with the recommendation of the Planning Commission 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.

CONSENT ITEMS

The motion to approve consent items 6.1-6.10 and 6.13 with the staff recommended actions 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.

CITY COUNCIL MINUTES - Approve the minutes of the October 20, 2025, Regular City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 6125 - 2025-34 - Text Amendment - Summer Cleanup
2. Ordinance No 6126 - 2025 BA - FD FY24 SHSP Grant
3. Ordinance No 6127 - 2025 BA - Back the Blue Grant Award
4. Ordinance No 6128 - 2026 BA - PD Donation for CAC Program
5. Ordinance No 6129 - 2025 BA - Transfer Budgeted Line Items Water Plant
6. Ordinance No 6130 - 2025 BA - Library Donation for Children's Library
7. Ordinance No 6131 - 2025 BA - Regional CO2 Storage Facility

8. Ordinance No 6132 - 2025 BA - 3rd St Bridge Repair Task order 2&3

ORDINANCES - Approve the following ordinance on second reading:

1. Ordinance No 6134 - Civil Service Commission

ORDINANCES - Approve the following ordinance on second reading:

1. Ordinance No 6133 - 29th Ave S at Main St S

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

2. Minot Boys Wrestling Boosters to conduct a raffle on March 31, 2026, at Magic City Campus (1100 11th Ave SW).
3. Rebel Cheer Booster Club to conduct a raffle on January 15, 2026, at Rebel Athletics (4000 N Broadway).
4. Rebel Cheer Booster Club to conduct a raffle on November 17, 2025, at Rebel Athletics (4000 N Broadway).
5. MCDC to conduct a raffle on October 26, 2025, at the Moose Lodge (400 9th St NW).
6. Special Event Permit for Arny's 2.0 (12 3rd St SE).
7. Special Event Permit for Saul's (105 1st St SE Basement).
8. Special Event Permit for The Spot (6 2nd St NE).
9. Special Event Permit for the Starving Rooster (30 1st St NE).

BILLS, TRANSFERS, & PAYROLL - Approve the payroll for the period from September 21, 2025, through October 18, 2025, in the amount of $2,683,406.35 and the bills and transfers for October in the amount of $31,122,068.85.

First International Bank & Trust	$15,178.14	306862
MATTSON CONSTRUCTION	$8,137.64	306863
SWANSON & WARCUP, LTD	$8,485,683.47	184
THE TITLE TEAM	$264,198.52	182
THE TITLE TEAM	$150,338.41	183
US SMALL BUSINESS ADMINISTRATION	$49,561.00	100007286
WEX HEALTH, INC	$14,357.90	100007285
AFLAC	$17,088.48	100007287
Amber Eggleston	$725.00	1186
Kayson Kittell	$25.00	1187
Steven Brown	$225.00	1188
Ward County Clerk of Court	$750.00	1189
Waylon Thomas	$175.00	1190
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$18,032.48	100007282
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$218.00	100007283
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$229,133.19	100007284
THE TITLE TEAM	$50,000.00	185
THE TITLE TEAM	$239,173.09	186
TYLER PAYMENTS	$2,379.79	191
TYLER PAYMENTS	$3,445.61	192
US BANK	$162.08	193
WELLS FARGO	$792.04	1196
Jerry Wade Anderson	$200.00	1191
WC Clerk of Court	$1,700.00	1192
HYDRO KLEAN	$76,263.79	90000011
NORTHWEST TIRE AND RETREAD	$1,155.87	90000012
SOURIS RIVER JOINT WATER RESOURCE	$1,826.21	90000013
SWANSTON EQUIPMENT COMPANIES	$2,175.00	90000014
SOURIS BASIN PLANNING COUNCIL	$62,643.15	187
AT&T	$1,366.62	100007292
SOURIS BASIN PLANNING COUNCIL	$37,790.20	188
SOURIS BASIN PLANNING COUNCIL	$20,964.47	189
SOURIS BASIN PLANNING COUNCIL	$8,033.35	190
1 CALL SEPTIC SERVICES, INC	$9,983.36	306864
3D SPECIALTIES, INC	$1,211.40	306865
48 NORTH CONCRETE CONSTRUCTION INC	$50,930.00	306866
ABSOLUTE COMFORT, INC.	$100.00	306867
ACME TOOLS	$173.65	306868
ADVANCED BUSINESS METHODS	$4,475.33	306869
AMAZON	$487.84	306870
AMERICAN WELDING & GAS, INC.	$4,617.60	306871
APEX ENGINEERING GROUP	$163,201.94	306872
APH/AUTO VALUE	$621.47	306873
AQUA-PURE, INC.	$88,298.12	306874
BAKER & TAYLOR BOOKS	$1,844.77	306875
BALCO UNIFORM COMPANY, INC.	$40.35	306876
BECHTOLD PAVING	$11,051.00	306877

WAGNER CONSTRUCTION	$5,921,135.65	307030
WALLWORK TRUCK CENTER MINOT	$3,707.04	307031
WESTLIE FORD	$486.30	307032
WESTLIE TRUCK CENTER	$46,932.11	307033
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	$17,326.73	100007316
THE TITLE TEAM	$225,230.17	194
EMPLOYEE ONE TIME PAY	$102.00	307034
William DeNovio	$156.40	307035
Kaylie Brooke Mongold	($750.00)	1197
Michael Fredrick Peschges	($225.00)	1198
Owen James Bennett	($350.00)	1199
Ward County Clerk of Court	($200.00)	1200
Ward County Clerk of Court	($200.00)	1201
WC Clerk of Court	($1,500.00)	1202
WC Clerk of Court	($3,000.00)	1203
Kaylie Brooke Mongold	($750.00)	1204
Michael Fredrick Peschges	$225.00	1205
Owen James Bennett	($350.00)	1206
Ward County Clerk of Court	$200.00	1207
Ward County Clerk of Court	$200.00	1208
WC Clerk of Court	$1,500.00	1209
WC Clerk of Court	$3,000.00	1210
NAPA AUTO PARTS	$574.50	90000015
NORTHWEST TIRE AND RETREAD	$5,070.18	90000016
POST CONSTRUCTION COMPANY	$20,552.93	90000017
SOURIS RIVER JOINT WATER RESOURCE	$2,304,797.82	90000018
SWANSTON EQUIPMENT COMPANIES	$239,658.96	90000019
WAGNER CONSTRUCTION	$96,595.31	307036
VERENDRYE ELECTRIC	$91,091.55	100007291
48 NORTH CONCRETE CONSTRUCTION INC	$11,740.00	307037
AAAE	$165.00	307038
ACME TOOLS	$874.17	307039
ADP SCREENING & SELECTION SERVICES	$704.00	307040
ADVENTURE DIVERS	$500.00	307041
AH1 ANDERSON ROOFING, INC	$14,700.00	307042
AIDEN WELLS & MICHELLE FJELDAHL	$849.87	307043
ALL SEASON ARENA	$56,906.94	307044
AMAZON	$77.03	307045
AMERICAN TRUCK & TRAILER, LLC	$3,896.46	307046
APEX ENGINEERING GROUP	$2,500.00	307048
APH/AUTO VALUE	$842.02	307049
AQUA-PURE, INC.	$16,536.00	307050
ASSETWORKS	$5,280.00	307051
BAKER & TAYLOR BOOKS	$425.13	307052
BECHTOLD PAVING	$23,247.00	307053
BETH REIERSON-GILBERTSON	$472.93	307171
BRAVERA INSURANCE	$141.00	307055

BERVEN INDUSTRIES, LLC	$8,070.60	306990
BLUESTONE CONSTRUCTION, INC.	$17,322.13	306878
BOLTON & MENK, INC	$58,270.65	306879
BRAVERA INSURANCE	$77.00	306880
BURLINGTON ELECTRIC	$123,360.00	306882
BUTLER MACHINERY CO.	$1,638.12	306883
Jacqueline Abbott	$675.00	306884
Jamie Greaves	$1,000.00	306885
Monica Eichstadt	$50,797.30	306886
Rebecca Seright	$1,150.00	306887
CHRISTIANSON HEATING & AIR	$1,500.00	306888
CITY OF MINOT	$75.00	306980
COOKIES FOR YOU	$900.00	306889
CUMMINS POWER, LLC	$840.00	306890
DAKOTA FLUID MOTION, LLC	$7,840.50	306891
DAKOTA SUPPLY GROUP	$670.39	306892
DICKINSON MUNICIPAL AIRPORT	$600.00	306893
DIG IT UP BACKHOE SERVICE	$682,874.30	306894
DOMESTIC VIOLENCE CRISIS CENTER	$827.32	306895
EAPC	$6,432.00	306896
ECOLAB PEST ELIMINATION DIVISION	$950.19	306897
ELAN CITY INC	$7,000.00	306898
ELDORADO NATIONAL - CALIFORNIA	$829.80	306899
Alex Choi	$232.00	306900
Andrew Hess	$25.00	306901
Ben Clark	$34.00	306902
Brian Horinka	$430.20	306903
Casey Rostberg	$460.00	306904
Chelsy Nelson	($102.00)	306905
Damon Druse	$102.00	306906
Dan Lovelace	$102.00	306907
Doug Diedrichsen	$292.40	306908
Duran Bischof	$20.02	306909
Eric Hathaway	$469.20	306910
Jamison Baier	$34.00	306911
Jeremy Croxall	$460.00	306912
Justin Burgess	$460.00	306913
Krystle Foster	$53.90	306914
Maria Romanick	$194.38	306915
Melissa Anderson	$42.35	306916
Michael Ross	$460.00	306917
Mikayla McWilliams	$172.94	306918
Rebecca Murrieta	$5.00	306919
Rebecca Murrieta	$5.00	306920
Robby Brown	$170.00	306921
Ryan Kamrowski	$88.40	306922
Shelia Maragos	$220.60	306923
Stephen Joersz	$106.20	306924
Stuart Hammer	$170.00	306925
Vanessa Brock	$34.00	306926
Vanessa Brock	$25.00	306927
ENERBASE	$11,764.36	306928
FACTORY MOTOR PARTS	$902.15	306929
FIRE EQUIPMENT CO.	$622.00	306932
FIRST DISTRICT HEALTH UNIT	$26,500.00	306933
FIRST INTERNATIONAL BANK & TRUST	$715.00	306934
FLASHPARKING, INC	$1,650.00	306935
FLEET PRIDE	$118.99	306936
G & P COMMERCIAL SALES	$473.10	306937
GEFROH ELECTRIC	$16,240.00	306938
GENERAL EQUIPMENT	$400.00	306956
Alyssa Granstaff	$225.00	1193
Luis Colon	$225.00	1194
Thomas McDermott	$225.00	1195
Broadway Liquor	$25.00	306939
Crisis Intervention Training	$75.00	306940
David Kees	$1,102.28	306941
Jennifer Johnson	$50.00	306942
Karma Convenience Stores	$10.00	306943
Katelynn Bowen	$25.00	306944
Kelsey Spidahl	$25.00	306945
Lindsay Elizabeth Kreger	$100.00	306946
ltalo Brandon Camacho	$25.00	306947
Madison Henry	$50.00	306948
Marketplace Liquor	$10.00	306949
Meaghan Marie Struckness	$10.00	306950
ND Child Support	$25.00	306951
Rodney Neuhalfen	$150.00	306952

BUTLER MACHINERY CO.	$775.85	307056
C& R RADIATOR	$4,323.00	307057
CAROLINA SOFTWARE	$475.00	307058
Barney & Sheri Stewart	$950.00	307059
Beverly Pfeifer	$16,758.00	307060
Cynthia Guthrie	$191.40	307061
Estate of Clayton S. Patterson	$1,750.00	307062
Joshua Pikka	$360.60	307063
Roger Ward Moving & Storage	$25,076.24	307064
Roger Ward Moving and Storage	$1,250.00	307065
VB Enterprises, LLC	$4,930.00	307066
CDM SMITH	$113,472.80	307067
CENTRAL NETWORK RETAIL GROUP LLC	$26.31	307136
CITY OF BISMARCK	$3,010.18	307054
CO2 SYSTEMS, INC.	$3,960.00	307068
CREATIVE CONCRETE	$57,425.00	307069
CURT'S STARTER & ALT. SERVICE	$119.78	307070
DACOTAH PAPER CO.	$156.33	307071
DAKOTA FIRE EXTINGUISHER	$660.81	307072
DAKOTA FLUID POWER, INC.	$12.49	307073
DARYLE E LORENZ JR	$6,948.75	307078
DAVIDSON CONSTRUCTION	$31,350.00	307074
DECOMM VENTURES, LP	$2,400.00	307075
DIG IT UP BACKHOE SERVICE	$100,461.25	307076
DIG IT UP BACKHOE SERVICE	$10,455.88	307199
DR. ANTHONY TATMAN	$100.00	307077
ELDORADO NATIONAL - CALIFORNIA	$1,042.02	307079
Brian Billingsley	$192.20	307080
Brian Horinka	$103.24	307081
Carrie Young	$273.50	307082
Daniel Gonzales	$292.40	307083
Elijah Hanks	$132.80	307084
Emily Huettl	$165.65	307085
Emily Ostlund	$386.32	307086
Jessica Presley	$292.40	307087
Joseph Michael Mennem	$20.00	307088
Kristin Guerton	$315.37	307089
Landon Halseth	$109.06	307090
Michael Frye	$7,500.00	307091
Randi Monley	$40.04	307092
Randi Monley	$156.40	307093
Scott Knopp	$156.40	307094
Tom Steckler	$147.60	307095
Zachary Petty	$20.00	307096
ENERBASE	$21,220.33	307097
FACTORY MOTOR PARTS	$1,569.66	307098
FIRE EQUIPMENT CO.	$575.50	307099
FIRST INTERNATIONAL BANK & TRUST	$715.00	307101
FLEET PRIDE	$74.26	307102
FLEETMIND SOLUTIONS, INC.	$6,295.69	307103
FLEXIBLE PIPE TOOLS & EQUIPMENT	$145.75	307104
G & P COMMERCIAL SALES	$107.75	307105
Aliana Barnoski	$725.00	1211
Cassandra Lockwood	$125.00	1212
Christopher Jay Johnson	$350.00	1213
Christopher Schlak	$300.00	1214
Kaylie Brooke Mongold	$750.00	1215
Keela Jo Kary	$80.00	1216
Owen James Bennett	$350.00	1217
Ward County Clerk of Court	$1,500.00	1218
Ward County Clerk Of Court	$750.00	1219
Broadway Liquor	$25.00	307106
Celine Eden Marx	$15.00	307107
Cody Ceynar	$25.00	307108
Family Support Registry	$25.00	307109
Jane Ellis	$25.00	307110
Karma Convenience Stores	$10.00	307111
Little Ceasers	$50.00	307112
Menards Inc	$40.00	307113
Minot Area Career Expo	$200.00	307114
MN Child Support Division	$230.00	307115
ND Child Support	$25.00	307116
North Dakota Child Support	$50.00	307117
Sarah Brien	$100.00	307118
Wal-Mart	$5.00	307119
GENERAL TRADING	$65.32	307120
GERDAU RECYCLING	$18.57	307121
H.A. THOMPSON & SONS, INC.	$3,348.35	307123

Shannon Leah Hoff	$450.00	306953
Tina E Hagen	$65.00	306954
Virgil R Frost	$290.00	306955
GENERAL TRADING	$70.73	306957
GOOSENECK IMPLEMENT COMPANY	$5,044.58	306958
GUARDIAN FLEET SAFETY	$451.45	306960
H.A. THOMPSON & SONS, INC.	$7,550.00	306961
HANSON'S EXCAVATING	$104,718.50	306962
HAWKINS, INC.	$2,411.64	306963
INDUSTRIAL BUILDERS, INC.	$170,838.26	306964
JOHN DEERE FINANCIAL	$61.07	306959
KELLER PAVING AND LANDSCAPING	$1,279.25	306965
KIWANIS CLUB OF MINOT	$300.00	306966
LANGUAGE LINE SERVICES	$92.27	306967
LOWES PRINTING, INC.	$736.90	306968
M-B COMPANIES, INC	$4,698.66	306969
MAIN ELECTRIC CONSTRUCTION	$33,480.70	306971
MATTSON CONSTRUCTION	$229,432.00	306972
MEDALLUS & VACHAROTHONE LTD	$12,315.00	306973
MELANIE MOORE	$50.00	306981
MIDWEST TAPE	$3,713.34	306974
MINOT AREA CHAMBER EDC	$46,637.50	306970
MINOT AREA COUNCIL OF THE ARTS, INC	$3,333.33	306975
MINOT AUTO	$1,171.28	306976
MINOT AUTOMOTIVE COMPANY, LLC	$45,564.00	306977
MINOT EMPLOYEE DONATIONS	$734.12	306978
MINOT PARK DISTRICT	$247,828.00	306979
MORELLI'S DISTRIBUTING, INC.	$554.00	306982
MOWBRAY & SONS	$6,955.59	306983
MTI DISTRIBUTING CO.	$145.23	306984
MVTL LABORATORIES	$289.00	306985
NAPA AUTO PARTS	$1,179.64	306986
ND DEPT OF TRANSPORTATION	$833,509.13	306987
ND DEPT OF WATER RESOURCES	$16,238.78	306988
ND MUNICIPAL JUDGE'S ASSOCIATION	$75.00	306989
NORTH PRAIRIE RURAL WATER DISTRICT	$170.72	306991
NORTHERN TESTING	$1,175.00	306992
NORTHWEST TIRE AND RETREAD	$10,521.53	306993
O'DAY EQUIP., INC.	$490.29	306994
O'REILLY AUTO PARTS	$72.28	306995
ONE CALL CONCEPTS, INC.	$320.95	306996
OVERDRIVE	$5,600.00	306997
PARKLAND USA CORPORATION	$3,643.77	306931
PLAYAWAY PRODUCTS LLC	$56.99	306998
POMP'S TIRE SERVICE, INC.	$107.00	306999
PRAIRIE ENGINEERING, P.C.	$1,175.00	307000
PRAIRIE SCALE SYSTEMS, INC.	$2,020.50	307001
PROTECH INTEGRATIONS, LLC	$7,585.74	307002
RALPH'S PLUMBING	$1,216.04	307003
RAPID FIRE PROTECTION, INC.	$885.84	307004
RDO EQUIPMENT	$10,681.41	307005
REAL TIME TRANSLATIONS, INC.	$34.50	307006
RED ROCK FORD OF GRAND FORKS, LLC	$180.63	307007
RHI SUPPLY	$59.50	307008
ROLAC CONTRACTING	$5,000.00	307009
SANITATION PRODUCTS	$4,585.77	307010
SHORT ELLIOTT HENDRICKSON, INC	$159,100.00	307011
SIGNS TODAY	$287.75	307012
SIMON MOORE	$1,224.00	306881
SMART PLANET SOFTWARE, LLC	$539.73	307013
SOURIS BASIN PLANNING COUNCIL	$1,666.00	307014
SOURIS VALLEY HUMANE SOCIETY, INC.	$13,499.65	307015
SRF CONSULTING GROUP	$6,026.62	307016
STEIN CONSTRUCTION, INC.	$4,040.00	307017
STRATA CORPORATION	$490,554.45	307018
SUNDRE SAND & GRAVEL, INC.	$5,773.60	307019
SWANSTON EQUIPMENT COMPANIES	$1,996.05	307020
TECTA AMERICA	$4,995.00	307021
TERMINAL SUPPLY CO.	$28.56	307022
THEIN WELL	$121,818.87	307023
TITAN MACHINERY	$4,705.23	307024
TRAFFIC CONTROL CORPORATION	$12,215.00	307025
TRANE U.S. INC.	$65.16	306930
TRINITY MEDICAL GROUP	$974.00	307026
U.S. POST OFFICE	$5,800.00	307027
UNITED MAILING SERVICE	$377.32	307028
VISIT MINOT	$44,320.84	307029
HACH	$3,218.39	307124
HARLOW'S BUS SALES, INC. - ROLETTE	$646.01	307125
HAWKINS, INC.	$4,222.00	307126
HIGH POINT NETWORKS, LLC	$3,678.95	307127
IDEXX DISTRUBTION, INC.	$737.78	307128
IED SUPPORT SERVICES	$118,361.82	307129
INFORMATION TECHNOLOGY DEPARTMENT	$3,410.25	307130
JOHN DEERE FINANCIAL	$182.53	307122
KELLER PAVING AND LANDSCAPING	$259,050.64	307131
KLJ ENGINEERING, LLC	$50,296.00	307132
LARSON WELDING & MACHINES CO, INC.	$1,140.40	307133
LIANA MUNOZ & BERNARDINO MUNOZ JR.	$567.55	307149
LITE FORM CONSTRUCTION, LLC	$34,276.00	307135
LOCALITY MEDIA, LLC	$9,852.50	307100
MAGIC CITY GARAGE DOOR COMPANY	$531.50	307137
MAIN ELECTRIC CONSTRUCTION	$100,625.40	307138
MARTIN, JERILYN	$2,480.09	307139
MATTHEW BENDER & COMPANY, INC.	$697.07	307134
MEDALLUS & VACHAROTHONE LTD	$8,975.00	307141
MIDWEST TAPE	$471.54	307142
MINOT AUTO	$1,379.12	307143
MINOT AUTOMOTIVE CENTER	$900.60	307144
MINOT EMPLOYEE DONATIONS	$718.96	307145
MINOT PARK DISTRICT	$70,648.34	307146
MOORE ENGINEERING, INC	$28,447.35	307147
MTI DISTRIBUTING CO.	$1,148.27	307148
NATIONAL SAFETY APPAREL	$315.95	307150
ND DEPT OF WATER RESOURCES	$3,371,525.36	307151
ND FRATERNAL ORDER OF POLICE	$1,452.00	307152
ND STATE RADIO COMM.	$3,600.00	307153
ND WATER USERS ASSN.	$310.00	307154
NEWARK ELECTRONICS	$32.59	307155
NOVA FIRE PROTECTION CO.	$11,288.00	307156
NYBAKKEN BODY SHOP	$2,608.33	307157
O'REILLY AUTO PARTS	$71.88	307158
OLSON'S TOWING	$3,639.38	307159
ONE CALL CONCEPTS, INC.	$854.65	307160
OVERHEAD DOOR CO. OF MINOT	$6,671.00	307161
PRAIRIE SUPPLY	$42.44	307162
PREFERRED CONTROLS CORP	$2,868.72	307163
PROCOLLECT	$744.10	307164
RDO EQUIPMENT	$2,719.72	307165
RED ROCK FORD OF GRAND FORKS, LLC	$725.11	307166
CRISERA, RICHARD	$309.81	307167
DUREN, JASON	$34.45	307168
ROGERS, JEREMY F	$1,103.00	307169
SCHELL, MATT	$60.70	307170
RICE, KRISTINA	$2,236.36	307172
RIEKES EQUIPMENT	$148.02	307173
ROLLKALL TECHNOLOGIES LLC	$18.00	307174
SANITATION PRODUCTS	$5,780.42	307175
SCHULTZ PROPERTY MAINTENANCE, LLC	$20,816.20	307176
SHERWIN WILLIAMS	$700.65	307177
SHORT ELLIOTT HENDRICKSON, INC	$219,660.72	307178
SIGN SOLUTIONS USA	$56.05	307179
SOURIS VALLEY REGIONAL LODGE 7	$3,187.50	307180
SRF CONSULTING GROUP	$14,061.59	307181
STEVENSON, MARY	$2,365.73	307140
STRATA CORPORATION	$1,494,215.00	307182
TECTA AMERICA	$1,163.33	307183
THE HOWARD COMPANY, INC	$3,423.48	307184
THE IRIS COMPANIES	$464.65	307185
TITAN MACHINERY	$3,574.63	307186
TRINITY HEALTH	$7,841.42	307187
TUFF TRUCKS	$1,719.96	307188
ULTRA CONTRACTING, LLC	$3,500.00	307189
UNITED MAILING SERVICE	$268.00	307190
UNITED QUALITY COOPERATIVE	$44,361.19	307191
VISIT MINOT	$87,092.98	307192
WALLWORK TRUCK CENTER MINOT	$3,288.08	307193
WARD COUNTY SHERIFF'S DEPARTMENT	$1,317.00	307194
WARD COUNTY TREASURER	$18,735.24	307195
WEST OAKS ANIMAL HOSPITAL	$165.00	307196
WESTLIE FORD	$943.29	307197
WESTLIE TRUCK CENTER	$13,488.73	307198
ZACHARY JOHNSHOY	$528.97	307047
	$29,481,475.23	

MAYORAL APPOINTMENTS - Confirm the following Mayoral Appointments:

- Kevin Seehafer, Labor Position on the MAGIC Fund Screening Committee, with a term to expire April 2028.
- Todd Telin, Business Position on the MAGIC Fund Screening Committee, with a term to expire July 2028.
- Dan Ternes, Finance Position on the MAGIC Fund Screening Committee, with a term to expire June 2028.
- Kelly Perin, Finance Position on the MAGIC Fund Screening Committee, with a term to expire June 2027.
- Lisa Olson, Minot Member Jurisdiction on the Central Dakota MPO Policy Board, with a term to expire November 2027.

2026 - AWARD OF FUEL BID - Award to Enerbase for the winter and summer blend diesel and to Farstad for unleaded gas; and authorize the Mayor and staff to sign applicable documentation.

APPROVAL OF LETTER OF SUPPORT FOR THE METROPOLITAN TRANSPORTATION PLAN - Approve the attached letter of support for the draft Metropolitan Transportation Plan.

CASE #2025-51 LINHA'S 6TH ADDITION - FINAL PLAT - Approve the Final Plat as provided in Attachment A.

2026 WATER & WASTEWATER CHEMICALS - AWARD OF BID (4232) - Award the bid to the following suppliers for water and wastewater treatment chemicals:

1. Chlorine awarded to Hawkins Water Treatment for $2,050.00/ton
2. Ammonium sulfate awarded to Hawkins Water Treatment for $0.48/pound
3. Calcium nitrate solution awarded to Thatcher Company, Inc., for $3.99/gallon
4. Lime awarded to Graymont for $237/ton
5. Carbon dioxide awarded to AWG for $238/ton

APPROVE THE REQUEST FOR QUALIFICATIONS (RFQ) FOR ARCHITECT AND ENGINEERING SERVICES TO REMODEL THE MINOT POLICE STATION

The motion to approve the Request for Qualifications (RFQ) for Architect and Engineering Services to remodel the Minot Police Station, and approve the legal ad for publication 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, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BUDGET AMENDMENT FOR POUND SERVICES

The motion to pass the budget amendment on first reading for pound services 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.

ACTION ITEMS

WAIVER OF STORM SEWER MAINTENANCE FEES FOR PROPERTIES

The motion to approve to backdate the storm sewer maintenance portion for the 12 properties affected by the change back to January 1, 2025, was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

2025 CRIMINAL AND TRAFFIC ORDINANCE UPDATES

The motion to pass the 2025 Criminal and Traffic Ordinance updates on first reading was initiated by City Council Member Fuller and seconded by City Council Member Hayes.

The motion to amend to keep the ticket fee at $300 for the first offense and $600 for the second offense for driving without insurance in Section 20-6(a) was initiated by City Council Member Samuelson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to pass the 2025 Criminal and Traffic Ordinance updates on first reading with the amendment was initiated by City Council Member Fuller, 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.

BUDGET AMENDMENT FOR TRANSMISSION REPLACEMENT FOR TRANSIT BUS

The motion to approve the budget amendment on the first reading in the amount of $20,513.00; authorize Staff to begin repairs prior to second reading of the budget amendment; and authorize the Mayor and staff to sign applicable documentation was initiated by City Council Member Samuelson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Billi Gunderson spoke to the City Council about ADA requirements.

MISCELLANEOUS AND DISCUSSION ITEMS

CITY OF MINOT AND WARD COUNTY JOINT COMMITTEE DISCUSSION

The motion to approve a joint committee of City of Minot Council Members and Ward County Commissioners was initiated by City Council Member Fuller, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None. Alderman Fuller will reach out to members of the Ward County Commission for further discussion.

ADJOURNMENT

The motion to adjourn the meeting at 6:41 pm 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.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

ORDINANCE NO. 6138

AN ORDINANCE ENACTING SECTION 5-6.2 (EVIDENCE OF AN INDIVDIUAL UNDER TWENTY-ONE YEARS OF AGE IN A LICENSED PREMISES – PROOF OF IDENTIFICATION – REFUSAL – PENALTY) IN ARTICLE I (IN GENERAL), CHAPTER 5 (ALCOHOLIC BEVERAGES); AMENDING SECTIONS 20-6(A)(29.1)(29.2)(32)(77) AND (88) OF DIVISION 1 (MOVING OFFENSES, ARTICLE II (SUBSTANTIVE OFFENSES), CHAPTER 20 (MOTOR VEHICLES AND TRAFFIC); ENACTING SECTIONS 20-6(A)(77.1) AND (92) OF DIVISION 1 (MOVING OFFENSES, ARTICLE II (SUBSTANTIVE OFFENSES), CHAPTER 20 (MOTOR VEHICLES AND TRAFFIC); AND AMENDING SECTION 23-12 (HARASSMENT) AND SECTION 23-16 (DISORDERLY CONDUCT), OF ARTICLE II (TRADITIONAL OFFENSES), CHAPTER 23 (OFFENSES – MISCELLANEOUS), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO ALIGN LANGUAGE WITH STATE LAW.

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

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof, including the power to fix fees in the exercise of its governmental police powers; and

WHEREAS, The City Council desires to amend, repeal, and enact as appropriate the following City ordinances to align with North Dakota Century Code; and

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

§ 1. That Sec. 5-6.2 (Evidence of an individual under twenty-one years of age in a licensed premises - Proof of identification - Refusal – Penalty) in Article I (In General) of Chapter 5 (Alcoholic Beverages), Code of Ordinances, City of Minot, North Dakota, is hereby enacted and shall read as follows:

Sec. 5-6.2 Evidence of an individual under twenty-one years of age in a licensed premises - Proof of identification - Refusal - Penalty.

(1) If a peace officer has reasonable and articulable suspicion that an individual under the age of twenty-one is in a licensed premises for a purpose prohibited under section 5-02-06, the peace officer may request the individual to furnish a nondriver photo identification card or an operator's license to verify the individual's age.

(2) An individual who refuses to provide proof of identification upon request is guilty of an infraction.

(3) If an individual charged with an infraction under this section produces a nondriver photo identification card or an operator's license before the final disposition of the infraction establishing the individual was twenty-one years of age or older at the time of the peace officer's request to furnish identification, the prosecuting attorney shall dismiss the infraction against the individual.

§ 2. That Sec. 20-6(a) (29.1) (Driving without Liability Insurance) and Sec. 20-6(a) (29.2) (Use of Wireless Communications Device Prohibited) in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, are hereby amended as follows:

Sec. 20-6(a) (29.1) 39-08-20 (Driving without liability insurance). [$300.00 - 1st offense] [$600.00 - for a 2nd or subsequent violation in three (3) years];

Sec. 20-6(a) (29.2) 39-08-23 (Use of wireless communications device prohibited). [$~~200~~100.00];

§ 3. That Sec. 20-6(a) (29.4) (Failure to Maintain Control) in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 20-6(a) (29.4) 39-08-25 (Failure to maintain control). [$~~200~~100.00]

§ 4. That Sec. 20-6(a)(32)(Speed limitations) in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 20-6 (a) (32) 39-09-02 (Speed limitations).

a. It shall be unlawful for the driver of a vehicle to drive the same at a speed exceeding the following on a street, avenue, or alley, except in instances where a different speed is specified in ordinance, by the laws of this state, or as established from time to time pursuant to section 20-2(a) and section 20-2(b) of this chapter:

1. Twenty-five (25) miles per hour on all streets and avenues of this city, except that on streets and avenues where signs are in place giving notice thereof, it shall be lawful to drive at the speed therein posted.

2. Fifteen (15) miles per hour in an alley. For the purposes of section 20-6(a)(32), an alley is defined as a street or avenue that is a narrow passageway between buildings or behind yards or is a street or avenue designated an alley by the City of Minot engineer or his designee.

3. For a violation of section 20-6(a) (32), a fee is hereby established as follows:

~~SPEED ZONES 55 MPH OR LESS:~~	
~~1-5 miles over limit~~	~~$10.00~~
~~6-10 miles over limit~~	~~$10.00 plus $2.00/each mph over 5 mph over limit~~
~~11-15 miles over limit~~	~~$20.00 plus $2.00/each mph over 10 mph over limit~~
~~16-20 miles over limit~~	~~$30.00 plus $4.00/each mph over 15 mph over limit~~
~~21-25 miles over limit~~	~~$50.00 plus $6.00/each mph over 20 mph over limit~~
~~26-35 miles over limit~~	~~$80.00 plus $6.00/each mph over 25 mph over limit~~
~~36-45 miles over limit~~	~~$140.00 plus $6.00/each mph over 35 mph over limit~~
~~46+ miles over limit~~	~~$200.00 plus $10.00/each mph over 45 mph over limit~~
~~SPEED ZONES GREATER THAN 55 but less than 70 MPH:~~	
~~1-10 miles over limit~~	~~$4.00/each mph over limit~~
~~11-15 miles over limit~~	~~$40.00 plus $10.00/each mph over 10 mph over limit~~
~~16-20 miles over limit~~	~~$90.00 plus $10.00/each mph over 15 mph over limit~~
~~21-25 miles over limit~~	~~$140.00 plus $10.00/each mph over 20 mph over limit~~
~~26-35 miles over limit~~	~~$190.00 plus $10.00/each mph over 25 mph over limit~~
~~36-45 miles over limit~~	~~$290.00 plus $10.00/each mph over 35 mph over limit~~
~~46+ mph over limit~~	~~$390.00 plus $10.00/each mph over 45 mph over limit~~
~~SPEEDING IN SCHOOL ZONE with children present:~~	
~~1-10 miles over limit~~	~~$80.00~~
~~11+ miles over limit~~	~~$80.00 plus $2.00/each mph over 10 mph over limit~~
~~SPEEDING IN CONSTRUCTION ZONE - workers present and posted "minimum fee $80.00":~~	
~~1-10 miles over limit~~	~~$160.00~~

~~11+ miles over limit~~	~~$160.00 plus $4.00/each mph over 10 mph over limit~~

MPH Over Speed Limit	**Zones 65 MPH or less**
1-6 MPH over limit	$20.00
7-15 MPH over limit	$3.00 per MPH over limit
16+ MPH over limit	$3.00 per MPH over limit + $20.00 additional fee
MPH Over Speed Limit	**Zones in Excess of 65 MPH**
1-4 MPH over limit	$20.00
5-15 MPH over limit	$5.00 per MPH over limit
16+ MPH over limit	$5.00 per MPH over limit + $20.00 additional fee
Speeding in School Zone with children present:	
1-10 MPH over limit	$40.00
11+ MPH over limit	$40.00 plus $1.00/each mph over 10.00 MPH over limit
Speeding in Construction Zone workers present and posted "minimum fee $150.00"	
1-10 MPH over limit	$150.00
11+ MPH over limit	$150.00 plus $2.00/each mph over 10 MPH over limit

§ 5. That Sec. 20-6(a) (77) (Overtaking and passing school bus) in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

> **Sec. 20-6(a) (77)** 39-10-46 (Overtaking and passing school bus). [$~~200~~250.00]

§ 6. That Sec. 20-6(a) (88) (Garbage, glass, etc., on highways prohibited) in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

> **Sec. 20-6 (a) (88)** 39-10-59 (Garbage, glass, etc., on highways prohibited). [$~~1,000.00~~500.00]

§ 7. Sec. 20-6(a) (77.1) (Permitting use of vehicle to violate Section 39-10-46 prohibited – Presumption of permission – Defense – Dual prosecution prohibited), in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby enacted as follows:

> **Sec. 20-6 (a) (77.1)** 39-10-46.1 (Permitting use of vehicle to violate section 39-10-46 prohibited – Presumption of permission -Defense – Dual prosecution prohibited). [$250.00]

§ 8. Sec. 20-6(a) (92) (Motor vehicle owner's responsibility regarding a driver who flees a peace officer – Exceptions), in Division 1 (Moving Offenses), Article II (Substantive Offenses), Chapter 20 (Motor Vehicles and Traffic), Code of Ordinances, City of Minot, North Dakota, is hereby enacted as follows:

Sec. 20-6 (a) (92) ~~Repealed~~ 39-10-71.1 (Motor vehicles owner's responsibility regarding a driver who flees a peace officer - Exceptions). [$100.00 – 1st offense] [$500 – for a 2nd or subsequent violation]

§ 9. That Sec. 23-12 (Harassment) in Article II (Traditional Offenses), Chapter 23 (Offenses – Miscellaneous), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 23-12. – Harassment

~~No person shall with the intent to frighten or harass another:~~

A person is guilty of an offense if, with intent to frighten or harass another, the person:

(1) Make a telephone call anonymously or in offensively course language;

(2) Make repeated telephone calls or other electronic communication, whether or not conversation ensues, with no purpose of legitimate communication; ~~or~~

(3) Communicate a falsehood in writing or by electronic communication and cause mental anguish;~~. Any offense defined herein committed by use of a telephone may be deemed to have been committed at either the place the telephone call or electronic communication was made, or at the place where the telephone call or electronic communication was received.~~

(4) Communicates in writing, by electronic communication, or by electronically publishing, posting, or otherwise disclosing information to a public internet site or public forum an individual's personal identifying information; or

a. An offense defined herein is deemed communicated in writing if it is transmitted electronically, by electronic mail, facsimile, or other similar means. Electronic communication means transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo-electronic, or photo-optical system.

b. Any offense defined herein and committed by use of electronic communication may be deemed to have been committed at either the place at which the electronic communication was made or at the place where the electronic communication was received.

(5) Uses a robot to engage in offensive conduct with no legitimate purpose.

a. As used in this section "robot" means an artificial object or system that senses, processes, and acts using technology, including the associated elements, communication links, and artificial intelligence. The term includes remotely piloted aircraft.

§ 10. That Sec. 23-16 (Disorderly Conduct) in Article II (Traditional Offenses), Chapter 23 (Offenses – Miscellaneous), Code of Ordinances, City of Minot, North Dakota, are hereby amended as follows:

Sec. 23-16. – Disorderly conduct

An individual is guilty of a class B misdemeanor if, ~~No person shall~~ with intent to harass, annoy or alarm another person or in reckless disregard of the fact that another person is harassed, annoyed, or alarmed by the individual's behavior, the individual~~his behavior~~:

(1) Engages in fighting or in violent, tumultuous or threatening behavior;

(2) Make unreasonable noise;

(3) In a public place, uses abusive or obscene language, knowingly exposes that individual's penis, vulva, or anus, or makes an obscene gesture;

(4) Obstructs vehicular or pedestrian traffic or the use of a public facility;

(5) Persistently follows a person in or about a public place or places;

(6) While loitering in a public place for the purpose of soliciting sexual contact, the individual solicits the~~such~~ contact;

(7) Creates a hazardous, physically offensive or seriously alarming condition by any act which serves no legitimate purpose;

(8) Engages in harassing conduct by means of intrusive or unwanted acts, words, or gestures that are intended to adversely affect the safety, security, or privacy of another person; or

(9) Uses a fixed optical device that enhances or records a visual occurrence to view through any window of another person's property; or use a surveillance camera to capture an image from the dwelling or accessory structure of another person; however,

an individual using a surveillance camera has seven (7) days from notice by a law enforcement officer to direct or shield the camera so as to not capture an image from another person's dwelling or accessory structure before there is an offense.

§11. Effective Date. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: November 3, 2025

PASSED SECOND READING: November 17, 2025

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: November 17, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. **Minot Quilt Guild "Prairie Quilters" to conduct a raffle on April 2, 2026, and December 3, 2026, at Vincent Methodist Church (1024 2nd St SE).**
2. **Minot Dance Alliance Dancers Fundraising to conduct a calendar raffle on December 14-25, 2025, at Leier Residence (2713 Crescent Dr).**
3. **Minot High Cheer Booster Club to conduct a calendar raffle on December 1-28, 2025, at Visocsky Residence (1505 Valley Bluffs Dr).**
4. **Souris Valley Pheasants Forever to conduct a raffle on January 11, 2026, at North Hill Bowl (1901 N Broadway).**
5. **Special Event Permit for The Spot (6 2nd St NE).**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Deputy Police Chief, 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: November 17, 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 organization to conduct games of chance:

- **Prairie Grit Adaptive Sports for a raffle on March 7, 2026, at the Sleep Inn & Suites Conference Room (2400 10th St SW).**

II. DEPARTMENT CONTACT PERSONS

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

DATE: November 17, 2025

SUBJECT: ALCOHOLIC BEVERAGE LICENSE RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the alcoholic beverage license renewals for the period of January 21, 2026, through December 31, 2026, for the following businesses:

1. **Broadway Liquor**
2. **El Reparo**
3. **Hotel Revel**
4. **Lucky Strike Casino and Lounge**
5. **MP Wine & Spirits**
6. **MP Wine & Spirits Arrowhead**
7. **MP Wine & Spirits North Hill**
8. **MP Wine & Spirits S Broadway**
9. **Minotauros Hockey**
10. **On the Rocks Lounge**
11. **Staybridge**
12. **The Grand Hotel**
13. **Sleep Inn & Suites**
14. **Happy Joe's**
15. **Aces Lounge & Casino**
16. **AMC Dakota Square 9**
17. **Cashwise**
18. **Bootlegrz**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

B. Proposed Project

N/A

C. Recommendation Detail

Current licenses expire at 11:59 pm on December 31st of this year. If the establishment is continuing the sale of alcohol, the license renewal needs to be approved by City Council prior to that time.

IV. IMPACT

A. Aspirations

Safe and Welcoming - aligns with this process by ensuring each license holder follows the City of Minot and State of ND laws pertaining to alcohol licensing.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

RESOLUTION NO. 3868

A RESOLUTION ESTABLISHING A 2026 REGULAR MEETING SCHEDULE FOR THE MINOT CITY COUNCIL AND MINOT PLANNING COMMISSION

2026 REGULAR STANDING MEETING SCHEDULE

City Council:	**5:30 pm, Council Chambers**
Planning Commission:	**5:30 pm, Council Chambers**

Generally, the City Council meets on the first and third Mondays of each month at 5:30 p.m. in City Council Chambers. Any deviations from this schedule are noted on the schedule below. The City Council Chambers are located at Minot City Hall (10 3rd Ave SW, Minot ND 58701). City Council agenda items should be in the City Manager workflow approvals thirteen days prior to the desired Regular City Council meeting.

The Planning Commission meets on the second Tuesday of each month at 5:30 p.m. in City Council Chambers. Any deviations from this schedule are noted on the schedule below. The City Council Chambers are located at Minot City Hall (10 3rd Ave SW, Minot ND 58701). The Planning Commission's official schedule is available https://www.minotnd.org/232/Applications and includes deadlines for submission of planning applications to the Planning Department.

	JANUARY		**JULY**
5	City Council	6	City Council
20	City Council (Tuesday)	20	City Council
13	Planning	14	Planning
	FEBRUARY		**AUGUST**
2	City Council	3	City Council
17	City Council (Tuesday)	17	City Council
10	Planning	11	Planning
	MARCH		**SEPTEMBER**
2	City Council	8	City Council (Tuesday)
16	City Council	21	City Council
10	Planning	9	Planning (Wednesday)
	APRIL		**OCTOBER**
6	City Council	5	City Council
20	City Council	19	City Council
14	Planning	13	Planning
	MAY		**NOVEMBER**
4	City Council	2	City Council
18	City Council	16	City Council
12	Planning	10	Planning
	JUNE		**DECEMBER**
1	City Council	7	City Council
15	City Council	21	City Council
9	Planning	8	Planning

Passed and adopted this 17th day of November 2025.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

2023

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Holidays Observed | Council Meeting Dates | Agenda Items Due | Agenda Post Dates | Planning Meeting

2024

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Holidays Observed | Council Meeting Dates | Agenda Items Due | Agenda Post Dates | Planning Meeting

2025

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Holidays Observed | Council Meeting Dates | Agenda Items Due | Agenda Post Dates | Planning Meeting

2026

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Holidays Observed | Council Meeting Dates | Agenda Items Due | Agenda Post Dates | Planning Meeting

MINOT PLANNING COMMISSION

OFFICIAL 2026 MEETING SCHEDULE

Regular meetings usually take place on the second Tuesday of every month at 5:30 p.m. in City Council Chambers at Minot City Hall.

Applications must be complete and include payment of all fees by the deadline to secure placement on the next available Planning Commission meeting agenda.

Application Deadline (3:00 pm)	Planning Comm. Meeting Date	City Council Meeting Date*
Monday, December 8, 2025	Tuesday, January 13	Monday, February 2
Monday, January 5	Tuesday, February 10	Monday, March 2
Monday, February 2	Tuesday, March 10	Monday, April 6
Monday, March 9	Tuesday, April 14	Monday, May 4
Monday, April 6	Tuesday, May 12	Monday, June 1
Monday, May 4	Tuesday, June 9	Monday, July 6
Monday, June 8	Tuesday July 14	Monday, August 3
Monday, July 6	Tuesday, August 11	Tuesday, September 8
Monday, August 3	Wednesday, September 9**	Monday, October 5
Tuesday, September 8	Tuesday, October 13	Monday, November 2
Monday, October 5	Tuesday, November 10	Monday, December 7
Monday, November 2	Tuesday, December 8	Monday, January 4, 2027

* This is the date of the first reading. Rezones, Ordinance Amendments, and Annexations require a second reading at City Council, which will take place at the following City Council Meeting.

** This meeting is pushed back to Wednesday because the City Council has a meeting on the second Tuesday of the month.

TO: Mayor and Members of the City Council

FROM: Callie Burns, Senior Accountant

DATE: November 17, 2025

SUBJECT: APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

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

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 is a requirement for City Council to approve any accounts receivable write-offs to City Council on a monthly basis for administrative approval.

B. Proposed Project

N/A

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

The adoption of the General Accounts Receivable Policy is meeting 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 related to these write-offs as they were all for credits received, annual loan forgiveness, or correcting invoices created in error.

VI. ALTERNATIVES

N/A

General Accounts Receivables Write-Offs

October 2025

Pursuant to the General Accounts Receivable Policy adopted by City Council on July 1, 2024, the following write-offs were completed that exceeded the $2,500.00 threshold requiring City Council approval:

Customer #	Customer	Invoice #	Write-Off Amount	Reason for Write-Off
9296	State of North Dakota	157182	946,329.70	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
9296	State of North Dakota	158368	209,315.19	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
9296	State of North Dakota	159500	195,382.34	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
9296	State of North Dakota	161558	325,017.10	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
9296	State of North Dakota	165072	93,053.47	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
9296	State of North Dakota	168307	194,514.09	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
9296	State of North Dakota	168513	5,861.56	Credit amount received for NAWS Financing Agreement for Sundre Waterline and Emergency Wells
2274	LPND1, LLC	12924	313,000.00	Forgivable loan - met terms of loan forgiveness
3609	Hot Switch Heating Systems, LLC	16654	71,794.88	Forgivable loan - met terms of loan forgiveness
9296	State of North Dakota	25464	186,238.73	Charged in error - final reimbursement cannot be requested until construction on the 2024 Watermain Replacement projects is complete
			$ 2,540,507.06	

Respectfully submitted,

David Lakefield, CPA

Finance Director

10 3rd Ave SW Minot, ND 58701

(701)-857-4784

TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: November 17, 2025

SUBJECT: BUDGET AMENDMENT FOR OFFICE FURNITURE

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading, authorize staff to place the order prior to the second reading due to the delivery timeframe, and authorize the Mayor to sign the quote.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752

III. DESCRIPTION

A. Background

On September 15, 2025, the City Council approved a motion to eliminate the FT Executive Secretary from the City Manager's budget. Staff has been working through the changes in the department and identified the need for a desk to be purchased for the front office of the department. The City Clerk will be relocating office space to the front desk space currently occupied by the Executive Secretary. The space in the office is not conducive as laid out for the City Clerk's workload. The attached bid is for the exact same desk the City Clerk currently has in her office and will match the other City Hall furniture. There is a delivery time of 6–8 weeks, so staff is asking to allow the order to be placed prior to the second reading of the ordinance to try and get the office ready for next year.

B. Proposed Project

It is proposed the City Council approve the budget amendment moving funds from the memberships and associations expenditure line to the furniture and equipment line.

C. Recommendation Detail

It is recommended City Council approve the budget amendment on first reading and authorize staff to place the order prior to the second reading due to the delivery timeframe.

IV. IMPACT

A. Aspirations
Resilient and Prepared

B. Service/Delivery Impact:
It will take 6–8 weeks for shipping of the desk once ordered and Property Maintenance staff will assemble it once it is on site.

C. Fiscal Impact
$5,000 will be moved from the memberships and association's expenditure line item.

Project Costs
The total cost of the desk, including shipping, is $5,592.52

Project Funding
10012000-46102 is where the money will need to be moved to.

VI. ALTERNATIVES

The council could deny the budget amendment and staff will need to determine how to utilize the space in the front.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE CITY MANAGER FURNITURE & EQUIPMENT EXPENDITURES AND DECREASE THE CITY MANAGER MEMBERSHIP AND ASSOCIATIONS EXPENDITURES FOR A NEW FRONT DESK.

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

§1: Amend the 2025 annual budget to increase the city manager furniture & equipment expenditures and decrease the city manager membership and associations expenditures for a for a new front desk:

10012000-46102		5,000
10012000-43900		(5,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

FLUID

Minot City Hall

PRICE PROPOSAL

Date: 11/5/2025

Prepared For: Mikayla McWilliams

Quote Number: 2100-27314

Valid For 21 Days

Prepared by: Rich Fenno

Confidential

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Fluid Interiors
2828 13th Ave S
Fargo, ND 58103
Phone: (612) 746-8700
https://fluidinteriors.com/

FLUID

QUOTATION

 # 2100-27314

VALID UNTIL 11/26/2025

BILL TO

Minot City Hall
Install address
10 3rd Ave SW
Minot, ND 58701

INSTALL TO

Minot City Hall
Install address
10 3rd Ave SW
Minot, ND 58701

Salesperson
Rich Fenno

Payment Terms
Net 10

City of Minot desk for Mikayla McWilliams

City of Minot desk for Mikayla McWilliams

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
1	1.00	EA	Rectangular - 2mm Edge - 30D x 24W	$127.66	$127.66
			OPTIONS		
			RO-E08212 Phantom Ecru (Edge Band) RW-GRRA A - No Grommets (Grommet Option) ~ (Std) (A - No Grommets) LAMTABA Grade A Laminate (Laminate Option) RO-L08212-A Phantom Ecru (Textured) (Grade A Laminate)		
2	1.00	EA	Overhead - WM - 16H X 42W X 14D - Laminate Cabinet Doors	$585.00	$585.00
			OPTIONS		
			RO-L18212 Phantom Ecru (Textured) (Cabinet Case Laminate Option) RECT_PULL Rectangle Pull Color Option (Door Handle Option) RH-HANDSQUARE (Rectangle Pull Brushed Nickel) (Rectangle Pull Color Option) RH-HANDSQUARE Rectangle Pull Brushed Nickel ((Rectangle Pull Brushed Nickel)) RO-L18212 Phantom Ecru (Textured) (Door/Front Laminate) LOCK_A A - No Lock Required (Lock Option)		
3	1.00	EA	Cbx Full Depth Bbf Ped 24dx28hx16w	$557.44	$557.44
			OPTIONS		
			RO-L18212 Phantom Ecru (Textured) (Ped Case Laminate Option) RECT_PULL Rectangle Pull Color Option (Ped Drawer Handle Option) RH-HANDSQUARE (Rectangle Pull Brushed Nickel) (Rectangle Pull Color Option) RH-HANDSQUARE Rectangle Pull Brushed Nickel ((Rectangle Pull Brushed Nickel)) LOCK_A A - No Lock Required (Lock Option) RO-L18212 Phantom Ecru (Textured) (Drawer Front Laminate Option)		
4	1.00	EA	Cbx Full Depth Ff Ped 24dx28hx16w	$543.14	$543.14
			OPTIONS		
			RO-L18212 Phantom Ecru (Textured) (Ped Case Laminate Option) RECT_PULL Rectangle Pull Color Option (Ped Drawer Handle Option) RH-HANDSQUARE (Rectangle Pull Brushed Nickel) (Rectangle Pull Color Option) RH-HANDSQUARE Rectangle Pull Brushed Nickel ((Rectangle Pull Brushed Nickel)) LOCK_A A - No Lock Required (Lock Option) RO-L18212 Phantom Ecru (Textured) (Drawer Front Laminate Option)		

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QUOTATION

 # 2100-27314

VALID UNTIL 11/26/2025

City of Minot desk for Mikayla McWilliams

City of Minot desk for Mikayla McWilliams

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
5	1.00	EA	Cbx Suspended Hat Modesty 12h For 72w (56 Actual) OPTIONS RO-L18212 Phantom Ecru (Textured) (Modesty Laminate)	$237.64	$237.64
6	1.00	EA	CBX Wall Mount Tackboard 20H x 42W OPTIONS FABX2754A Grade A Vertical Fabrics (Fabric Option) FAB-AD Grade A Directional Vertical Fabrics (Grade A Vertical Fabrics) EENGAGE Engage Vertical Fabrics (Grade A Directional Vertical Fabrics) RO-F2067-V2 Engage, Rain Cloud (Engage Vertical Fabrics)	$239.46	$239.46
7	3.00	EA	Flat Plate (Black)	$9.62	$28.86
8	2.00	EA	U-Channel - 48W (Black)	$39.26	$78.52
9	1.00	EA	24 Led Task Light, W/ Dimmer & Transformer	$153.66	$153.66
10	1.00	EA	Desking L-Bracket Pair (2) Black Brackets	$15.34	$15.34
11	1.00	EA	D2D HAT Base Only - RH Corner- 24Dx4860Wx29H 3 Stage OPTIONS RWFS-3S3L9024S Silver (Leg Paints)	$1,086.80	$1,086.80

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QUOTATION

 # 2100-27314

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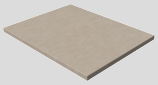
City of Minot desk for Mikayla McWilliams

City of Minot desk for Mikayla McWilliams

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
12	1.00	EA	Rectangular - 2mm Edge - 24D x 30W	$137.54	$137.54



OPTIONS

RO-E08212	Phantom Ecru (Edge Band)
RW-GRRB	B - Location 1 (Grommet Option)
GROMMETC	Grommet Color Option (B - Location 1)
W-GRC3W	Grommet Cover - White (Grommet Color Option)
LAMTABA	Grade A Laminate (Knife Laminate Option)
RO-L08212-A	Phantom Ecru (Textured) (Grade A Laminate)

13	1.00	EA	Rectangular - 2mm Edge - 24D x 72W	$249.60	$249.60

OPTIONS

RO-E08212	Phantom Ecru (Edge Band)
RW-GRRA	A - No Grommets (Grommet Option)
~	(Std) (A - No Grommets)
LAMTABA	Grade A Laminate (Knife Laminate Option)
RO-L08212-A	Phantom Ecru (Textured) (Grade A Laminate)

14	1.00	EA	D-Top Curv. Corner - RH - 2mm Edge - 24D x 42W x 72W	$484.90	$484.90

OPTIONS

EDGE	2Mm Grade A (2mm Edge Selection)
RO-E08212	2Mm Edge - Phantom Ecru (2mm Grade A)
EDGEC	2Mm T-Mold Edge - Grade A - Curved Edging (2mm T-mold Edge Selection)
RO-E18212	2Mm Edge T-Mold - Phantom Ecru (2mm T-Mold Edge - Grade A - Curved Edging)
RW-GRCDB	B - Rear Center - Location 1 (Default) (Grommet Hole Option - Corner D-Tops)
GROMMETC	Grommet Cover Color Selection (B - Rear Center - Location 1 (Default))
W-GRC3W	Grommet Cover - White (Grommet Cover Color Selection)
LAMAISMO	Ais Grade A Laminates (Laminate Selection)
RO-L08212-A	Laminate - Phantom Ecru (AIS Grade A Laminates)

15	1.00	EA	FLSP F - Female 1 End - 24D	$169.00	$169.00

OPTIONS

CASE_2_A	Grade A Laminates (FLSP Laminate)
RO-L0039-A	Phantom Pearl (Textured) (Grade A Laminates)
RO-E08212	Phantom Ecru (FLSP Edge)

16	1.00	EA	FLSP A - Male 1 End Flush - 24D	$167.96	$167.96

OPTIONS

CASE_2_A	Grade A Laminates (FLSP Laminate)
RO-L08212-A	Phantom Ecru (Textured) (Grade A Laminates)
RO-E08212	Phantom Ecru (FLSP Edge)

Freight

LINE #	QTY	UNIT	DESCRIPTION	PRICE EA	EXT PRICE
17	1.00	EA	Manufacture Freight- Shipment going direct.	$730.00	$730.00

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FLUID

QUOTATION

 # 2100-27314

VALID UNTIL 11/26/2025

City of Minot desk for Mikayla McWilliams

CUSTOMER SIGN OFF

To proceed with order processing, a signed quote or purchase order (PO) is required.

For payments made via credit card, an additional 2.5% processing fee will apply.
To make a credit card payment, please contact our Accounting Department at (701) 551-2994 and reference your quote number during the transaction.

subtotal	$5,592.52
sales tax	$0.00
total	**$5,592.52**

Authorized Signature

Accepted Date

Print Name

TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: November 17, 2025

SUBJECT: **16TH STREET INTERCHANGE REHABILITATION ENGINEERING AMENDMENT 1 TO WORK ORDER 2**

I. RECOMMENDED ACTION

It is recommended City Council approve amendment 1 to task order 2 with SRF and authorize the Mayor to sign and approve the budget amendment on 1st reading.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

SRF Consulting Group was hired in 2023 to perform engineering services for the 16th St SW Interchange Rehabilitation project. The project includes a bridge deck overlay, replacing approach slabs, three new traffic signals, correction of offset left turn lanes to improve sight distance, and concrete panel replacement and grinding. The engineering for the project was split into work orders to help manage scope and fee over a multi-year design effort.

B. Proposed Project

The project was originally slated for construction in 2025, but had to be pushed into 2026 to fit into the NDDOT federal funding program. This same issue happened again and the project will now be constructed in 2027.

During project design, the NDDOT reviewed the final set of plans and informed the team that a guardrail will now be required on one of the bridge ends. This was an unanticipated request by NDDOT and came in after final comments were due. This caused the team to have to redesign a portion of the plans to address this new requirement. Also, due to the shift in time, there will be standards and spec updates that will have to be completed once the project is ready for bid. These additional costs are out of the control of the City and SRF and are justified based on our contract.

C. Recommendation Detail

SRF was selected using a competitive RFQ process.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Having the project ready for the future bid is critical to avoid any bid delays. Once the project is complete, the interchange infrastructure will be in good condition.

C. Fiscal Impact

In the 2024 budget, $781,000 was allocated to perform engineering services for the project. Since the project was moved out of 2025 and the funds were unspent, they moved back to reserves. A budget amendment is required to appropriate the project's funding back into the budget. A future budget amendment will be needed to use the remaining funds allocated for engineering in 2027.

Project Costs

$32,208.00

Project Funding

Capital Infrastructure Reserves

VI. ALTERNATIVES

N/A

16809.00

October 20, 2025

Lance Meyer, PE
City Engineer
City of Minot
1025 31St Street SE
Minot, ND 58701

SUBJECT: AMENDMENT NUMBER 1 FOR WORK ORDER 2: 16TH ST. INTERCHANGE REHAB PRELIMINARY AND ENVIRONMENTAL SERVICES

Dear Lance Meyer, PE:

This Amendment No. 1 (the "Amendment") for Work Order 2 is issued under Master Services Agreement entered in October 2, 2023 by and between City of Minot and SRF Consulting Group, Inc.

Addition of Services

Amendment No. 1 includes additional hours for completing out-of-scope work related to comments from the NDDOT during PS&E plan review and estimated updates to plans and standards resulting from the delay of the bid letting to 2027 construction season:

- inclusion of guardrail design on the 16th Street Bridge, plan sheet updates, coordination with NDDOT design staff on review of guardrail, and creation of plan details associated with the guardrail
- revisions to the project plans due to updates to the NDDOT standard specs, including revisions to standard plan sheets, special provisions, pay items, and reissuing the title sheet

Increase in Costs

This Amendment will increase Work Order 2 in the amount of $32,208.00.

Standard Terms and Conditions

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the Terms and Conditions of the Original Agreement and any previous amendments remain in full force and effect.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is jdaul@srfconsulting.com .

We appreciate your consideration of this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

Jerad Daul, PE
Project Director

JD

Approved:

_____
(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

H:\Projects\16000\16809\4753\Management\Contracts\Work Order 2\Amendment to Work Order 2.docx

SRF Consulting Group, Inc.

Client: City of Minot

Project: 16th St. Interchange Rehabilitation

Subconsultants: Houston Engineering, Prairie Engineering , 3D Specialties

Work Tasks and Person-Hour Estimates

16809

TASK NO.	SUMMARY OF TASKS
1.0	Plan Revisions per NDDOT Comments

Project Overview:
Task 2: Final CPR and Bridge Rehab plans, PS&E meeting, Monthly check in meetings.

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	**Construction Services**											
1.1	Guardrail Design Review and Drawings	32	-	54	-	40	-	-	-	-	126	$26,742.00
1.2	Plan updates for '27 Construction Year	4	-	8	-	-	16	-	-	2	30	$5,466.00
1.3		-	-	-	-	-	-	-	-	-	0	$0.00
	SUBTOTAL - TASK 1	**36**	**0**	**62**	**0**	**40**	**16**	**0**	**0**	**2**	**156**	**$32,208.00**
	TOTAL ESTIMATED PERSON-HOURS	**36**	**0**	**62**	**0**	**40**	**16**	**0**	**0**	**2**	**156**	
	AVERAGE HOURLY BILLING RATE	$265.00	$245.00	$213.00	$196.00	$169.00	$148.00	$135.00	$182.00	$167.00		
	ESTIMATED LABOR AND OVERHEAD	$9,540.00	$0.00	$13,206.00	$0.00	$6,760.00	$2,368.00	$0.00	$0.00	$334.00		$32,208.00
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											$0.00
											SUBTOTAL: (SRF Labor and Expenses)	$32,208.00
											SUBCONSULTANTS:	$0.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											**$32,208.00**

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	0	Miles @	$0.700	$0.00
FLIGHT		0	Flight @	$600.000	$0.00
MEALS:		0	Meals @	$15.00	$0.00
LODGING:	Hotel	0	Nights @	$200.00	$0.00
REPRODUCTION:	Copy Duplication	0	Copies @	$0.10	$0.00
	Color Copies	0	Copies @	$0.35	$0.00
	Bond Prints	0	Prints @	$6.00	$0.00
	Mylar Prints	0	Prints @	$12.00	$0.00
COURTHOUSE COPIES:		0	Copies @	$1.00	$0.00
PRINTING:					$0.00
SUPPLIES:					$0.00
COMMUNICATIONS:	Mail, Express, Etc.				$0.00
	Cell Phone Charges	0	Minutes @	$0.30	$0.00
	Traffic Counts	0	hours	$30.00	$0.00
				SRF EXPENSES:	**$0.00**

SUBCONSULTANTS:

Houston Engineering Inc.	$0.00
Prairie Engineering	$0.00
Braun Intertec	$0.00
SUBCONSULTANTS:	**$0.00**

SUMMARY OF COSTS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Construction Services	$ 9,540.00	$ -	$ 13,206.00	$ -	$ 6,760.00	$ 2,368.00	$ -	$ -	$ 334.00	$32,208.00
2	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
3	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
4	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
5	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
6	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$0.00
TOTALS		**$9,540.00**	**$0.00**	**$13,206.00**	**$0.00**	**$6,760.00**	**$2,368.00**	**$0.00**	**$0.00**	**$334.00**	**$32,208.00**

SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	Construction Services	36	-	62	-	40	16	-	-	2	156
2	0	-	-	-	-	-	-	-	-	-	0
3	0	-	-	-	-	-	-	-	-	-	0
4	0	-	-	-	-	-	-	-	-	-	0
5	0	-	-	-	-	-	-	-	-	-	0
6	0	-	-	-	-	-	-	-	-	-	0
TOTALS		**36**	**0**	**62**	**0**	**40**	**16**	**0**	**0**	**2**	**156**

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE ENGINEERING CAPITAL INFRASTRUCTURE EXPENDITURES FOR THE 16TH STREET INTERCHANGE PROJECT USING CAPITAL INFRASTRUCTURE RESERVES.

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

§1: Amend the 2025 annual budget to increase the engineering capital infrastructure expenditures for the 16th street interchange project, using capital infrastructure reserves:

41038000-57200	2023400001	$32,208

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

TO: Mayor and Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: November 17, 2025

SUBJECT: 2025 SIDEWALK, CURB & GUTTER - FINAL PAYMENT (4870)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of $167,639.52 to be paid to Keller Paving & Landscaping, Inc.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

This annual maintenance project consisted of the construction, rebuilding, or repairing of sidewalk and curb & gutter in the right of way. This year's project focuses on sidewalks and curb & gutter in the Polaris Park area.

In addition to the City's regular maintenance portion of the project, this also included any assessment roll work. Maintenance of sidewalk is the adjacent property owner's responsibility, per Section 40-29-02 of the North Dakota Century Code, as well as Section 28-201 of the City of Minot Code of Ordinances.

B. Proposed Project

This year's project was broken into three units of work as described below and shown in the attached plan sheet.

Unit	Description/Location
1	Sidewalk Assessment Work - City-wide
2	Polaris Park Area
3	City-wide Miscellaneous Repairs

C. Recommendation Detail

On Wednesday, March 12, 2025, at 11:00 AM, bids were opened for this

project. On March 17, 2025, City Council awarded the project to Keller Paving & Landscaping, Inc.Now that the project is finished, the City is obligated to submit final payment to Keller Paving and close out the project.

IV. IMPACT

A. Aspirations

Excellent and Connected - This project directly addressed what residents have said what they want to see: improvements to our sidewalk network. Overall maintenance of City streets and sidewalks ranked first overall in importance to residents in the 2023 City of Minot Community Survey.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs		
Contractor's Bid Price	$	585,184.00
Net change by Change Orders	$	-55,078.34
Final Construction Cost	$	530,105.66
Project Funding		
Sidewalk, Curb & Gutter (Units 2 & 3) Account No. 10038000-44506	$	400,000.00
Street Maintenance (Units 2 & 3) Account No. 10038000-44508	$	11,000,000.00
Sidewalk Special Assessments (Unit 1)	Assessed to property owners at cost	

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4870
Engineer:	City Engineer	**Engineer's Project No.:**	4870
Contractor:	Keller Paving & Landscaping, Inc.	**Contractor's Project No.:**	
Project:	2025 Sidewalk, Curb & Gutter		
Contract:	2025 Sidewalk, Curb & Gutter		

Application No.: 3 **Application Date:** 10/24/2025

Application Period: **From** 8/8/2025 **to** 10/24/2025

1. Original Contract Price				$	585,184.00
2. Net change by Change Orders				$	(55,078.34)
3. Current Contract Price (Line 1 + Line 2)				$	530,105.66
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)				$	530,105.66
5. Retainage					
a.	0%	X	$ 530,105.66 Work Completed	$	-
b.		X	$ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)				$	-
6. Amount eligible to date (Line 4 - Line 5.c)				$	530,105.66
7. Less previous payments (Line 6 from prior application)				$	362,466.14
8. Amount due this application				$	167,639.52
9. Balance to finish, including retainage (Line 3 - Line 4)				$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Keller Paving & Landscaping, Inc.

Signature: Denver Buck **Date:** 10/28/2025

Recommended by Engineer		**Approved by Owner**	
By:	Jesse Hoffert	**By:**	
Title:	Project Manager	**Title:**	City Engineer
Date:	10/28/2025	**Date:**	10/29/2025

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Minot
Engineer: City Engineer
Contractor: Keller Paving & Landscaping, Inc.
Project: 2025 Sidewalk, Curb & Gutter
Contract: 2025 Sidewalk, Curb & Gutter

Owner's Project No.: 4870
Engineer's Project No.: 4870
Contractor's Project No.:

Application No.: 3 **Application Period:** From 08/08/25 to 10/24/25 **Application Date:** 10/24/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
					Units 2 & 3						
1	CONTRACT BOND (All UNITS)	1	LS	3,150.00	3,150.00	1.00	3,150.00		3,150.00	100%	-
2	MOBILIZATION (UNITS 2 AND 3)	1	LS	39,000.00	39,000.00	1.00	39,000.00		39,000.00	100%	-
3	TRAFFIC CONTROL-TYPE 1 (UNITS 2 AND 3)	1	LS	12,000.00	12,000.00	1.00	12,000.00		12,000.00	100%	-
4	STORM DRAIN INLET PROTECTION	4	EA	250.00	1,000.00	4.00	1,000.00		1,000.00	100%	-
5	REMOVE CURB AND GUTTER	1,159	LF	13.50	15,646.50	1,159.00	15,646.50		15,646.50	100%	-
6	REMOVE DRIVEWAY PAVEMENT	45	SY	22.50	1,019.25	45.30	1,019.25		1,019.25	100%	-
7	REMOVE SIDEWALK	329	SY	30.50	10,031.45	328.90	10,031.45		10,031.45	100%	-
8	REMOVE VALLEY GUTTER	77	SY	43.00	3,323.90	77.30	3,323.90		3,323.90	100%	-
9	REMOVE BITUMINOUS PAVEMENT	184.6	SY	45.50	8,399.30	184.60	8,399.30		8,399.30	100%	-
10	SALVAGE AND REINSTALL SIGN	3	EA	350.00	1,050.00	3.00	1,050.00		1,050.00	100%	-
11	SALVAGE AND REINSTALL FENCE	100	LF	112.00	11,200.00	100.00	11,200.00		11,200.00	100%	-
12	ADJUST CASTING (ALL SIZES AND TYPES)	2	EA	1,025.00	2,050.00	2.00	2,050.00		2,050.00	100%	-
13	REPLACE CASTING-MANHOLE OR SINGLE CATCH BASIN	1	EA	1,190.00	1,190.00	1.00	1,190.00		1,190.00	100%	-
14	REPLACE CASTING-DOUBLE CATCH BASIN		EA	1,950.00	-		-		-		-
15	ADJUST VALVE BOX	4	EA	400.00	1,600.00	4.00	1,600.00		1,600.00	100%	-
16	REPLACE VALVE BOX TOP SECTION	1	EA	1,900.00	1,900.00	1.00	1,900.00		1,900.00	100%	-
17	COMMON EXCAVATION		CY	36.50	-		-		-		-
18	TOPSOIL-IMPORTED	70	CY	67.00	4,691.34	70.02	4,691.34		4,691.34	100%	-
19	AGGREGATE BASE, CLASS 5	344	TON	40.00	13,745.60	343.64	13,745.60		13,745.60	100%	-
20	HMA FULL DEPTH PATCH	7,452	SF	9.00	67,063.50	7,451.50	67,063.50		67,063.50	100%	-
21	CONCRETE CURB AND GUTTER	1,159	LF	65.00	75,335.00	1,159.00	75,335.00		75,335.00	100%	-
22	CURB 6 IN		LF	139.00	-		-		-		-
23	VALLEY GUTTER - CLASS ASE	172	SY	149.00	25,642.90	172.10	25,642.90		25,642.90	100%	-
24	CONCRETE SIDEWALK-4 IN	197	SY	138.00	27,130.80	196.60	27,130.80		27,130.80	100%	-
25	CONCRETE SIDEWALK-6 IN	206	SY	151.00	31,124.12	206.12	31,124.12		31,124.12	100%	-
26	DRIVEWAY PAVEMENT-6 IN	96	SY	160.00	15,412.80	96.33	15,412.80		15,412.80	100%	-
27	PIGMENTED IMPRINTED CONCRETE-6 IN	75	SY	180.00	13,500.00	75.00	13,500.00		13,500.00	100%	-
28	DETECTABLE WARNING PANEL-CAST IRON	310	SF	85.00	26,350.00	310.00	26,350.00		26,350.00	100%	-
29	SEEDING (HYDRO-MULCH)-SUNNY MIX	546	SY	6.60	3,603.60	546.00	3,603.60		3,603.60	100%	-
30	SPRINKLER AND IRRIGATION REPAIR	1	LS	11,307.00	11,307.00	1.00	11,307.00		11,307.00	100%	-
31	SALVAGE AND REINSTALL LANDSCAPE ROCKS	40	SY	74.00	2,960.00	40.00	2,960.00		2,960.00	100%	-
32	CURB STOP CASTING AND LID FOR CURB STOPS IN SIDEWALK		EA	210.00	-		-		-		-
				Totals	**$ 430,427.06**		**$ 430,427.06**	**$ -**	**$ 430,427.06**	**100%**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4870
Engineer:	City Engineer	**Engineer's Project No.:**	4870
Contractor:	Keller Paving & Landscaping, Inc.	**Contractor's Project No.:**	
Project:	2025 Sidewalk, Curb & Gutter		
Contract:	2025 Sidewalk, Curb & Gutter		

Application No.: 3 **Application Period:** **From** 08/08/25 **to** 10/24/25 **Application Date:** 10/24/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
					Unit 1						
33	REMOVE SIDEWALK	280.00	SY	30.50	8,540.00	280.00	8,540.00		8,540.00	100%	-
34	COMMON EXCAVATION	39.30	CY	36.50	1,434.45	39.30	1,434.45		1,434.45	100%	-
35	TOPSOIL-IMPORTED	79.30	CY	67.00	5,313.10	79.30	5,313.10		5,313.10	100%	-
36	AGGREGATE BASE, CLASS 5	97.00	TON	40.00	3,880.00	97.00	3,880.00		3,880.00	100%	-
37	CONCRETE SIDEWALK-4 IN	344.90	SY	138.00	47,596.20	344.90	47,596.20		47,596.20	100%	-
38	CONCRETE SIDEWALK-6 IN	55.70	SY	151.00	8,410.70	55.70	8,410.70		8,410.70	100%	-
39	SEEDING (HYDRO-MULCH)-SUNNY MIX	534.80	SY	7.00	3,743.60	534.80	3,743.60		3,743.60	100%	-
40	SPRINKLER AND IRRIGATION REPAIR	1.00	LS	11,307.00	11,307.00	1.00	11,307.00		11,307.00	100%	-
41	SALVAGE AND REINSTALL LANDSCAPE ROCKS		SY	74.00	-		-		-		-
42	CURB STOP CASTING AND LID FOR CURB STOPS IN SIDEWALK	1.00	EA	210.00	210.00	1.00	210.00		210.00	100%	-
				Unit 1 Totals	**$ 90,435.05**		**$ 90,435.05**	**$ -**	**$ 90,435.05**	**100%**	**$ -**
					Change Orders						
43	1724 VALLEY BLUFFS DR SE - CURB & GUTTER REPAIR	1.00	LS	9,243.55	9,243.55	1.00	9,243.55		9,243.55	100%	
				Change Order Totals	**$ 9,243.55**		**$ 9,243.55**	**$ -**	**$ 9,243.55**	**100%**	**$ -**
					All Units						
				Project Totals	**$ 530,105.66**		**$ 530,105.66**	**$ -**	**$ 530,105.66**	**100%**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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TO: Mayor
Members of the City Council

FROM: Kelly Beck, Human Resource Director

DATE: October 29, 2025

SUBJECT: TITLE VI MASTER PLAN, TITLE VI ASSURANCES AND TITLE VI NON-DISCRIMINATION ADA POLICY STATEMENT

I. RECOMMENDED ACTION

Approve updated Title VI Master Plan, Title VI Assurances and Title VI Non-Discrimination and ADA Policy Statement; and further, authorize the Mayor and Human Resource Director to sign the required documents.

II. DEPARTMENT CONTACT PERSONS

Kelly Beck, Human Resource Director (701)857-4753
Lance Meyer, City Engineer (701)857-4101

III. DESCRIPTION

A. Background
The City of Minot is committed to compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all related regulations and statutes. As part of this requirement the City must periodically update its Title VI Master Plan including the Title VI Assurances and Title VI Non-Discrimination and ADA Policy Statement. The last update took place in 2024.

B. Proposed Project
NA

C. Consultant Selection
NA

IV. IMPACT:

A. Strategic Impact:
NA

B. Service/Delivery Impact:
NA

C. Fiscal Impact:
NA

V. CITY COUNCIL ASPIRATIONS

This statute aligns with the City Council aspiration of safe and welcoming.

VI. ALTERNATIVES

NA

VII. TIME CONSTRAINTS

NA

VIII. LIST OF ATTACHMENTS

A. *Memo*
B. *Update Title VI Master Plan*
C. *Title VI Assurances and Title VI Non-Discrimination-ADA Policy Statement*

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The City of Minot, North Dakota (herein referred to as the "Recipient"), **HEREBY AGREES THAT,** as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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 of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal-Aid Highway Program.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The City of Minot, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance

is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. 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
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Minot also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Federal Highway Administration's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration. You must keep records, reports, and submit the material for review upon request to the Federal Highway Administration, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Minot gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal-Aid Highway Program. This ASSURANCE is binding on City of Minot, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Mark Jantzer	City of Minot
Name (Type/print)	Recipient: City
Signature Mayor	Date

City of Minot, RECIPIENT
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

City of Minot
APPENDIX B OF THE TITLE VI ASSURANCES

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Minot will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Minot all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Minot and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Minot, its successors and assigns.

The City of Minot, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Minot will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*
(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

City of Minot
APPENDIX C OF THE TITLE VI ASSURANCES

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by City of Minot pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Minot will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, City of Minot will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Minot and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

C

City of Minot
APPENDIX D OF THE TITLE VI ASSURANCES

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Minot pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Minot will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Minot will there upon revert to and vest in and become the absolute property of City of Minot and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

City of Minot
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

City of Minot, North Dakota

TITLE VI/NONDISCRIMINATION AND ADA POLICY STATEMENT

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin. Specifically, 42 USC 2000d states that "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 subjected to discrimination under any program or activity receiving Federal financial assistance." In addition to Title VI, there are other Nondiscrimination statutes which include: Section 162(a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/ADA of 1990 (disability). Taken together, these requirements define an over-arching Title VI/Nondiscrimination and ADA Program. Title VI and the additional Nondiscrimination requirements are applicable to programs receiving federal financial assistance due to the Civil Rights Restoration Act of 1987.

There are two Presidential Executive Orders that place further emphasis upon the Title VI protections of race and national origin. Executive Order 12898 ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations. Executive Order 13166 directs recipients of Federal financial assistance that to ensure compliance with Title VI, they must take reasonable steps to ensure that limited English proficiency persons have meaningful access to their programs.

I, as Human Resource Director of the City of Minot, am personally committed to and support taking all steps to ensure that no person or groups of persons shall, on the grounds of race, color, national origin, sex, age, disability, limited English proficiency, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by City of Minot, its recipients, sub recipients, and contractors.

The City of Minot Human Resource Director is appointed as the Title VI Coordinator and ADA Coordinator and is granted the authority to develop, administer, and monitor the Title VI/Nondiscrimination and ADA Program as promulgated.

Further, I sub-delegate and charge the City Engineer with the responsibilities to ensure compliance with Title VI/Nondiscrimination and ADA Program requirements in their respective program areas.

Anyone who believes that he or she has been discriminated against should contact Kelly Beck, Title VI Coordinator and Kelly Beck, ADA Coordinator, City of Minot, PO Box 5006 Minot, ND 58702-5006 at 701-857-4753. TTY users may call Relay North Dakota at 711 or 1-800-366-6888 (toll free).

_____ _____

Kelly Beck, Human Resource Director
City of Minot, North Dakota

Date

TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 17, 2025

SUBJECT: CASE #2025-51 - LINHA'S 6TH ADDITION - FINAL PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122
Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

The Linha's 6th Addition Preliminary Plat was approved on first reading at the October 6, 2025 City Council Meeting. Staff report is included in Attachment B.

B. Proposed Project

The property owner seeks to adjust the property lines for two lots lying in different zoning districts. The proposed subdivision will create two lots. Lot 1 will be 5.08 acres zoned “R1” Single family Residential and Lot 2 is 10.00 acres zoned “AG” Agricultural.

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The plat will adjust the lot lines of the property creating two lots in two different zoning districts.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

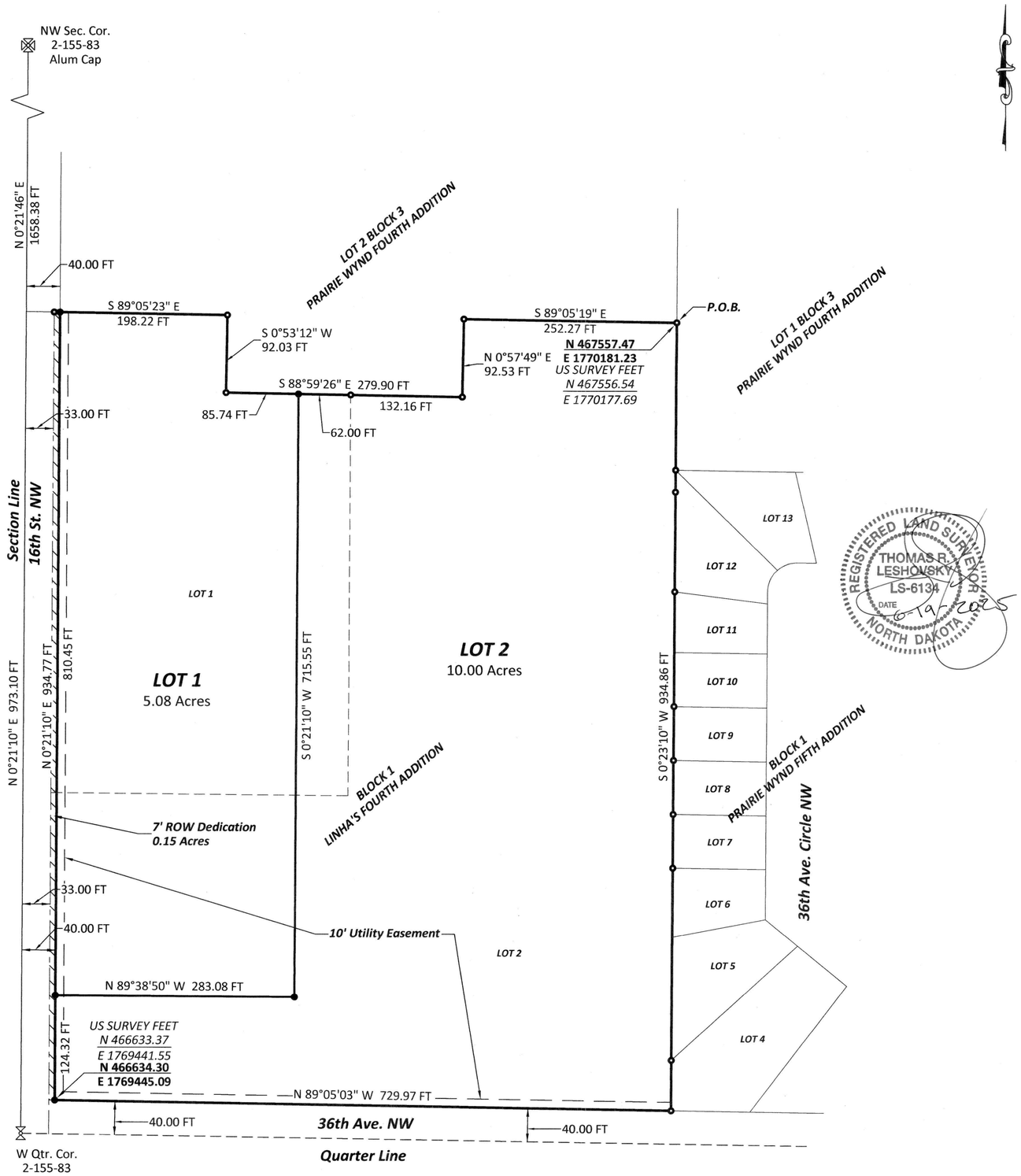
N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

LINHA'S SIXTH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA

BEING LOTS 1 AND 2 BLOCK 1 OF LINHA'S FOURTH ADDITION
TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA
LYING IN THE SW¼NW¼, SECTION 2, TOWNSHIP 155 N, RANGE 83 W,
OF THE 5TH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA



REGISTERED LAND SURVEYOR
THOMAS R. LESHOVSKY
LS-6134
DATE 6-19-2025
NORTH DAKOTA

- Denotes Property Corners Set 18" #5 Rebar with PLS Cap #6134
- Denotes Property Corners Found
- Denotes Section Corners
- Denotes Quarter Corners

100 50 0 100
1" = 100'

NOTES:

- Basis of Bearing and Coordinates obtained from NGS OPUS Solution NAD 83 North Dakota North (3301) Int. Feet.
- Bearings and Distances may vary from previous plats due to different methods of measurement.
- Plat is subject to all prior Easements of record.

DESCRIPTION:

Know all men by these presents that Wayne A. Strand and Debbie Dyste, being Owners and Proprietors, of Lots 1 and 2 of Block 1 of Linha's Fourth Addition to the City of Minot, Ward County, North Dakota, lying in the SW¼NW¼, Section 2, Township 155 N, Range 83 W, of the 5th Principal Meridian, being more particularly described as follows:

Beginning at the Northeast Corner of Lot 2 Block 1 of Linha's Fourth Addition to the City of Minot, a Plat being on file at the Ward County Recorder's Office, lying in the SW¼NW¼, Section 2, Township 155 N, Range 83 W, of the 5th Principal Meridian, Ward County, North Dakota; Thence S 0°23'10" W, on the East Line of Lot 2 of Block 1 of said Linha's Fouth Addition, distance of 934.86 FT to a Point on the North Line of 36th Avenue NW, Document Number 2961070; Thence N 89°05'03" W, on the North Line of the said 36th Avenue NW, a distance of 729.97 FT; Thence N 0°21'10" E, a distance of 934.77 FT to the Northwest Corner of Lot 1 Block 1 of said Linha's Fourth Addition; Thence S 89°05'23" E, on a Boundary Line of Lot 1 Block 1 of said Linha's Fourth Addition, a distance of 198.22 FT to a Boundary Corner of Lot 1 Block 1 of said Linha's Fourth Addition; Thence S 0°53'12" W, on a Boundary Line of Lot 1 Block 1 of said Linha's Fourth Addition, a distance 92.03 FT to a Boundary Corner of Lot 1 Block 1 of said Linha's Fourth Addition; Thence S 88°59'26" E, on a Boundary line of Lots 1 and 2 Block 1 of said Linha's Fourth Addition, a distance of 279.90 FT to a Boundary Corner of Lot 2 Block 1 of said Linha's Fourth Addition; Thence N 0°57'49" E, on a Boundary Line of Lot 2 Block 1 of said Linha's Fourth Addition, a distance of 92.53 FT to a Boundary Corner of Lot 2 Block 1 of said Linha's Fourth Addition; Thence S 89°05'19" E, on a Boundary Line of Lot 2 Block 1 of said Linha's Fourth Addition, a distance of 252.27 FT to the Point of Beginning.

Said described tract, of land contains 15.08 Acres more or less. Have caused the same to be surveyed and platted as shown hereon, to be known as Linha's Sixth Addition, to the City of Minot, Ward County, North Dakota, the owners hereunto affixed their signatures.

Wayne A. Strand

Debbie Dyste

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 17th Day of June, 2025, before me, a Notary Public in and for said State, Appeared Wayne A. Strand and Debbie Dyste, well known to be the persons described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

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

Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

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

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

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 17th Day of June, 2025, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires

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

Notary Public, State of North Dakota

APPROVAL

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

Approved:_____ _____, 2025
Minot City Engineer

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

Planning Commission
Staff Report

Application Date: 06/05/2025
Date of Staff Report: 07/17/2025
Date of Planning Commission Meeting: 08/12/2025

Staff Contact: Doug Diedrichsen, Principal Planner
Staff Recommendation: Approval

Case Number: 2025-26
Project Name: Linha's 6th Addition – Preliminary Plat
Current Legal Description: See the project description below.

Proposed Legal Description: Lot 1 & 2 of Linha's 6th Addition to the City of Minot

Present Address: See the project description below.

Owners: Wayne Strand & Debbie Dyste

Representative: Wayne Strand

Entitlements Requested: Major Subdivision Preliminary Plat

Present Zone(s): "R1" Single Family Residential District**, "**AG" Agricultural District

Present Use(s): Agriculture, Single-Family Home

Uses Allowed in Present Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): No Change

Proposed Use(s): No change with lot line readjustment

Uses Allowed in Proposed Zone(s): See Table 2.2 for allowed and conditionally permitted uses within each district.

Proposed Future Land Use Map Designation: No Change

PROJECT DESCRIPTION:

Public hearing request by Wayne Strand, owner for a preliminary plat on a property zoned "R1" Single Family Residential District and "AG" Agricultural District. The legal description for the property is Lots 1 & 2, Block 1, of Linha's 4th Addition to the City of Minot, Ward County, North Dakota.

The subject property address is 3900 16th St. NW.

An aerial photo of the subject property can be found in **Exhibit 1.**

BACKGROUND INFORMATION:

The property owner seeks to adjust the property lines for two lots lying in different zoning districts. The proposed subdivision will create two lots. Lot 1 will be 5.08 acres zoned "R1" Single family Residential and Lot 2 is 10.00 acres zoned "AG" Agricultural.

The preliminary plat can be found in **Exhibit 2.**

The zoning and future land use map designation of the subject property and surrounding area is provided in **Exhibit 3**.

Site photos are provided in **Exhibit 4**.

STAFF ANALYSIS:

Subdivision Design Standards:

Section 10.2-7 C. of the Land Development Ordinance of the City of Minot (LDO) covers the process of application and submittal for a major subdivision preliminary plat. The applicant has submitted the necessary application documents required per Section 10.2-7 C. 2. and noticing has been conducted as required per 9.2-1 (B) and (C).

Section 10.2-7. D. requires that staff's report consider the nature of the proposed development as prescribed within Section 10.2-5 relating to whether or not it meets the technical requirements of Article 10, and if not, whether any such requirements should be waived. To that end, staff provides the following guidance based on the various requirements of Chapter 10.3 – Design Standards:

Section 10.3-1, requiring the proposed subdivision to be designed in accordance with the standards of Chapter 10.3, the Land Development Ordinance as a whole, and a list of various other plans and codes, is satisfied.

Section 10.3-2 prohibits the approval of the subdivision of land that is unsuitable for development due to a variety of reasons. Staff finds the proposed preliminary layout, which proposes two lots, each with adequate terrain and access to be suitable for development. Staff finds Section 10.3-2 is satisfied.

Section 10.3-3. requires that a subdivision name not already be utilized elsewhere and spelled correctly. The name Linha's 6th Addition has not yet been taken and is spelled correctly. Section 10.3-3. is satisfied.

Section 10.3-4. A-F. relating to Street Names and Numbering is not applicable, as there are no additional streets proposed via this subdivision.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as those properties to be zoned meet the minimum lots size of 7,500 Sq. Ft. for an "R1" Single Family Residential interior lot and ten (10) acres in the "AG" Agricultural District.

Section 10.3-12 relating to block design is not applicable.

The requirements of Section 10.3-13. A. relating to the dedication of right-of-way, easements, and street widths is satisfied with no additional right-of-way dedications are required.

Sections 10.3-14 relates to sidewalks, which are exempted within the "AG" Agricultural District subdivision unless required by the City Engineering or their designee. Sidewalks are not being required and therefore Section 10.3-14 is satisfied.

Section 10.3-15 related to public utilities is satisfied. The land is outside of the service area of the municipal water and sewer system. Each site is suitable, at a minimum, for agricultural uses related to farming and ranching.

Section 10.3-21 related to financial security for necessary infrastructure improvements is not applicable.

Section 10.3-22 is satisfied, as the applicant is required to follow all City permitting processes for construction.

Comments:

1. There were no public comments at the time of writing this staff report.
2. The application was distributed to city departments and external public agencies within the City for review and the following comments were received:
    a. Engineering: Both parcels currently have and will continue to have special assessments related to District 478 held in abeyance until they annex, at which time they will be assessed.

FINDINGS OF FACT:

The Minot Planning Commission should accept the following findings of facts:

1) The applicants have submitted a complete application.

2) The property is zoned "R1" Single Family Residential & "AG" Agricultural District on the Official Zoning Map and has a "Suburban Residential" designation on the Future Land Use Map of the 2012 Comprehensive Plan.

3) The applicant's request is consistent with the bulk requirements of Chapter 2.4 – "AG" Agricultural District and Chapter 2.6 "R1" Single Family Residential District of the Land Development Ordinance of the City of Minot (LDO).

4) The applicable sections of Chapter 10.3 related to subdivision design are satisfied.

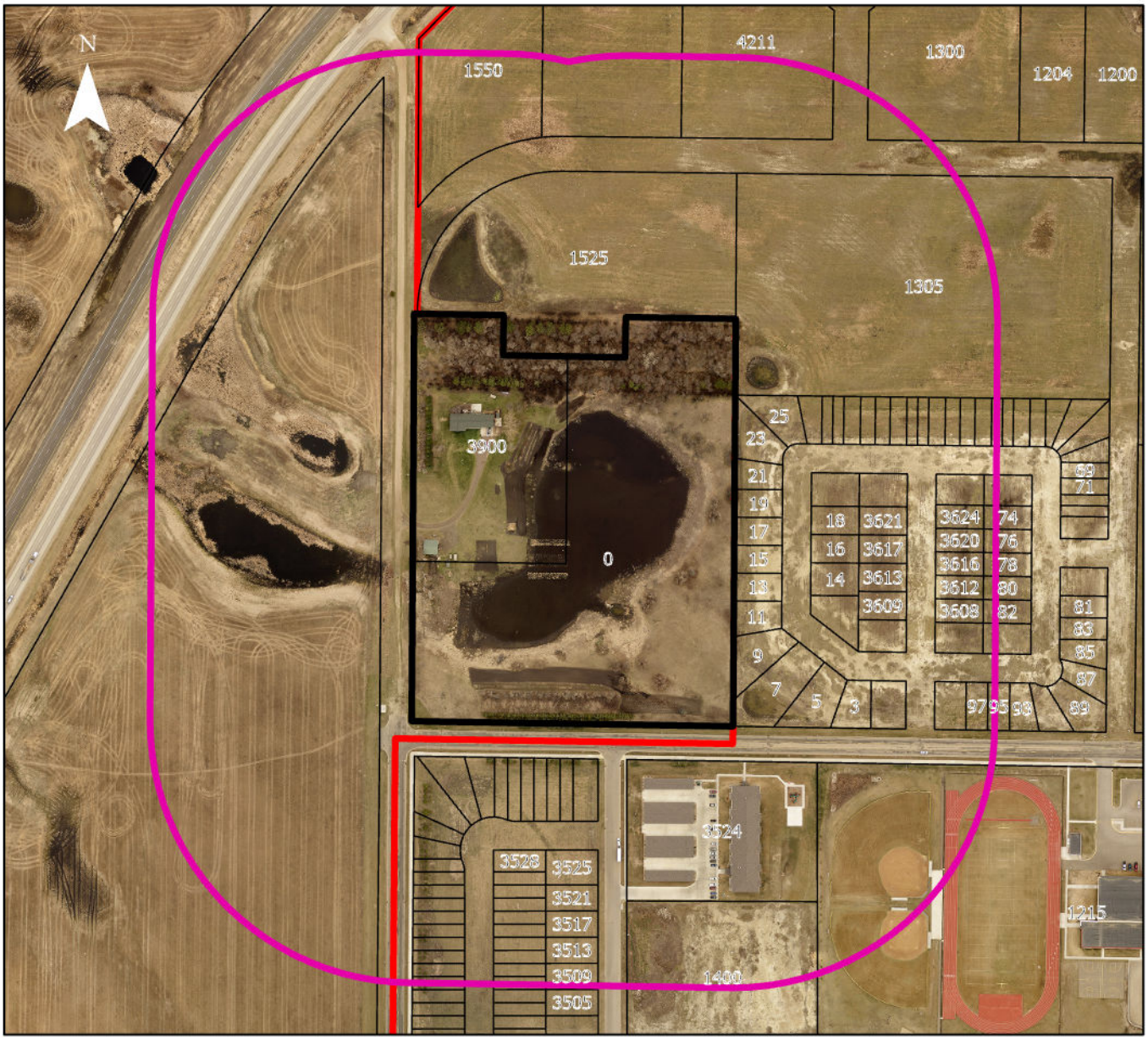
5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or recommend denial of the Major Subdivision Preliminary Plat. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North Dakota Century Code and Minot City ordinances.

SAFF RECOMMENDATION TO PLANNING COMMISSION:

Staff recommends the Planning Commission adopt staff findings of fact and recommend City Council approve the Major Subdivision Preliminary Plat for Linha's 6th Addition.

City of Minot

EXHIBIT 1



0 255 510 1,020 Feet

Two Mile Boundary
City Limits
Case # 2025-26
Case # 2025-26 Notification Area

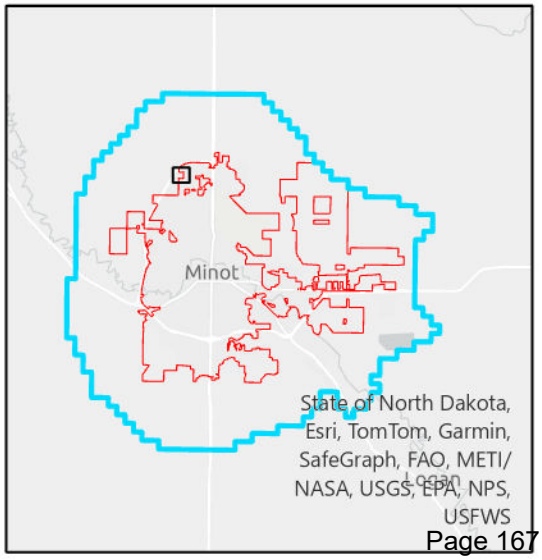
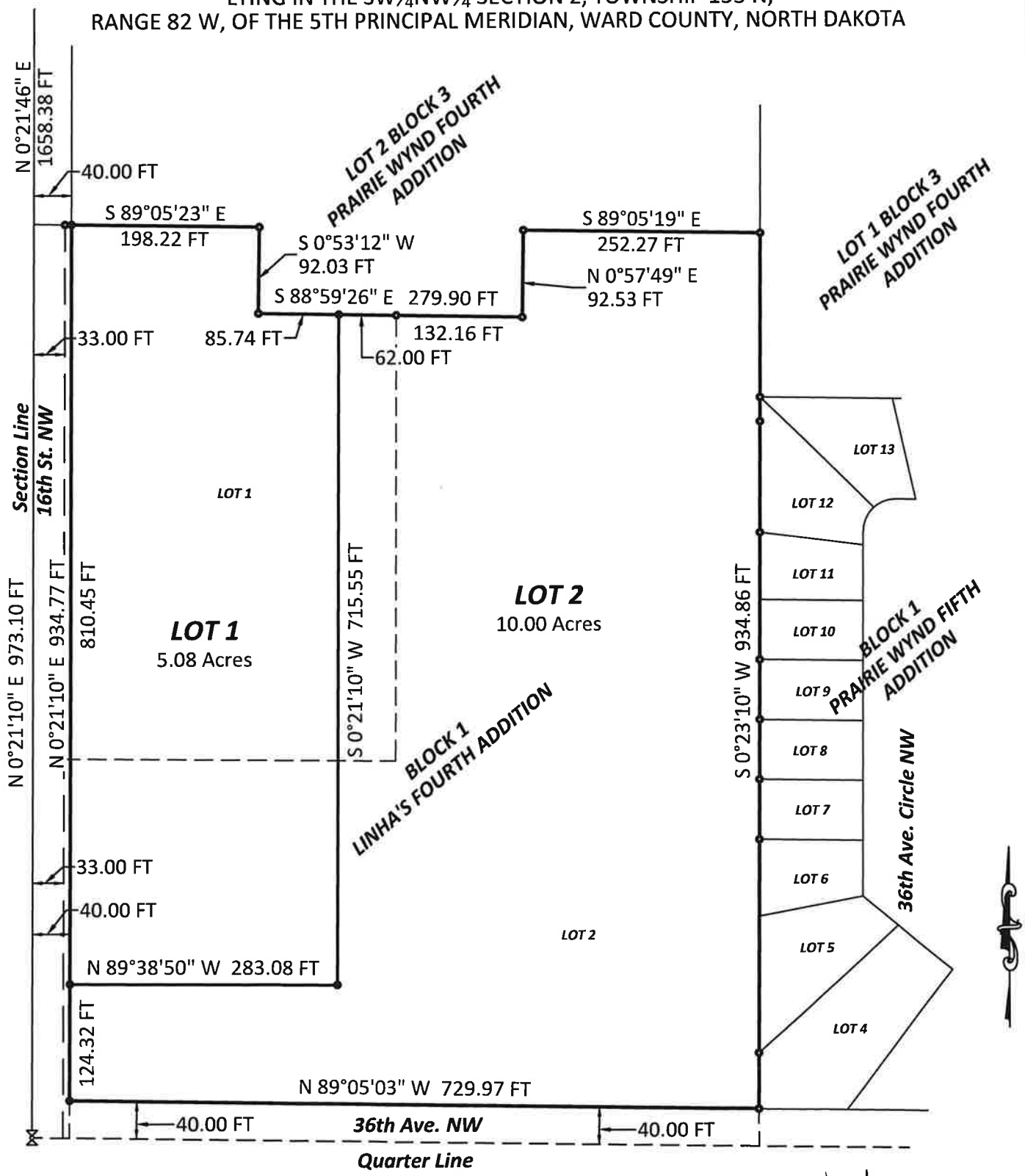


Exhibit 2

PRELIMINARY PLAT OF LINHA'S SIXTH ADDITION

TO THE CITY OF MINOT
BEING LOTS 1 AND 2 OF LINHA'S FOURTH ADDITION,
LYING IN THE SW¼NW¼ SECTION 2, TOWNSHIP 155 N,
RANGE 82 W, OF THE 5TH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA

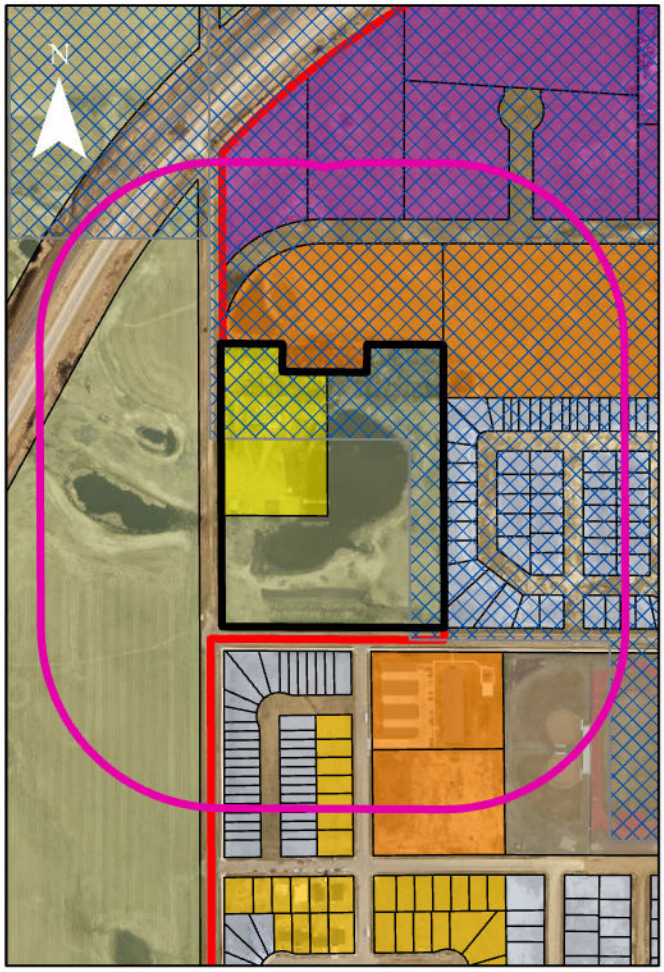


WOLD ENGINEERING, P.C.
915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502

City of Minot

Exhibit 3

ZONING



FUTURE LAND USE

0 300 600 1,200 Feet

Zoning

- AG
- M1
- P
- R1
- R1S
- R3
- RM
- R4

Both Maps

- Case # 2025-26
- Case # 2025-26 Notification Area

Land Use Type

- Suburban Residential
- Urban Residential
- General Commercial
- Gateway Commercial
- Mixed Use Center
- Light Industrial
- Public and Institutional

Exhibit 4 – Site Photos

Facing East

Facing South

Facing North

Facing West

TO: Mayor and Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: November 17, 2025

SUBJECT: CASE #2025-54 - WOODSIDE 21ST ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122
Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

Consider approval of a minor subdivision plat to release interior lot lines and plat into one lot for taxing purposes.

B. Proposed Project

Woodside 18th Addition, Block 1, Lots 1-48

C. Recommendation Detail

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

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The plat will release interior lot lines for tax purposes.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request.

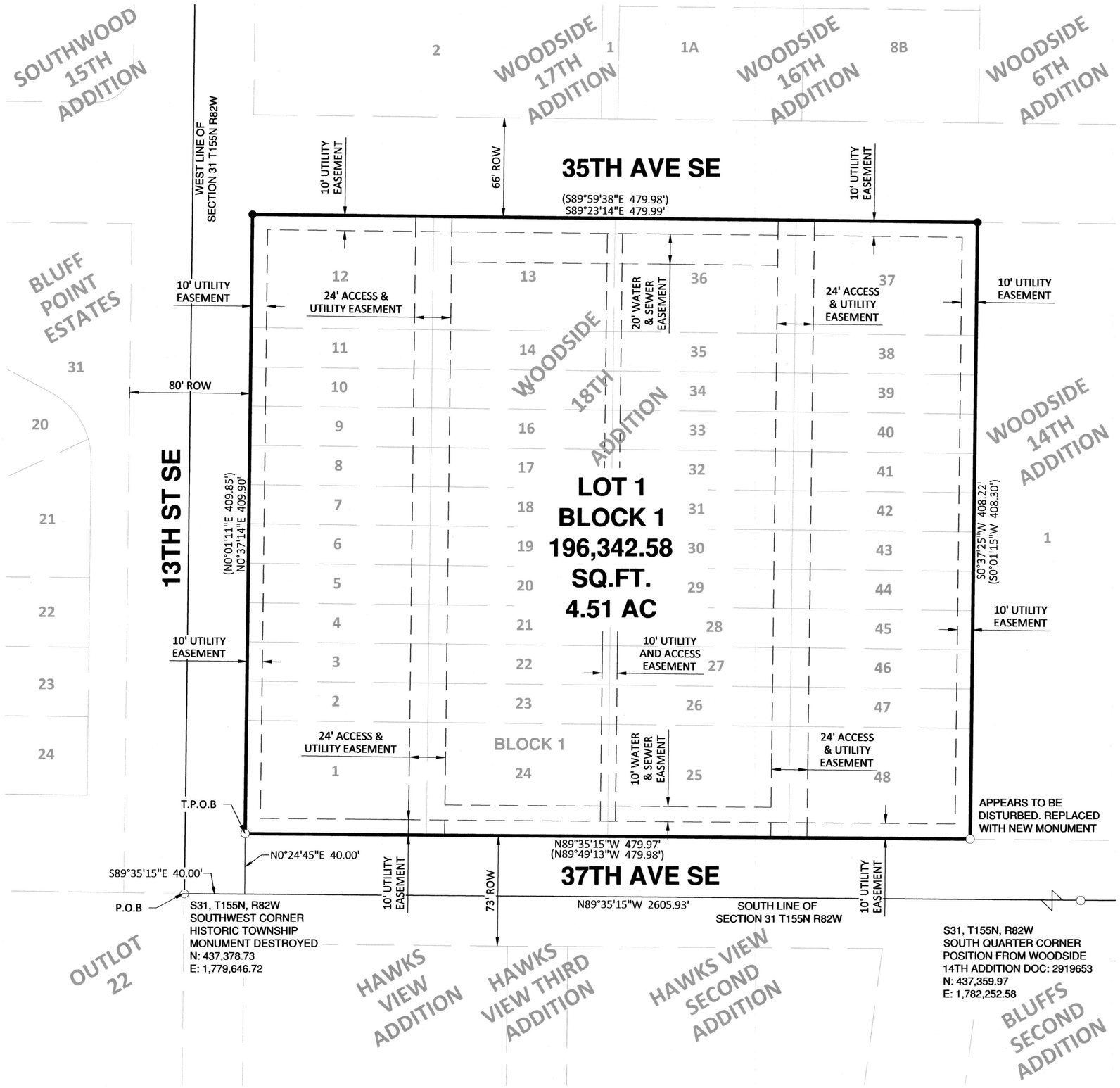
WOODSIDE 21ST ADDITION

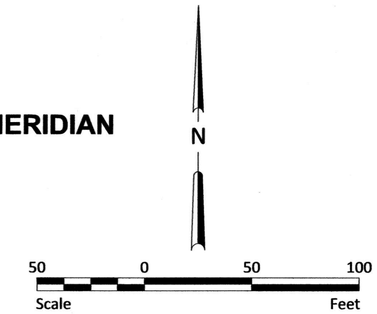
TO THE CITY OF MINOT, NORTH DAKOTA

BEING A REPLAT OF LOTS 1 THRU 48, BLOCK 1, WOODSIDE 18TH ADDITION TO THE CITY OF MINOT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 155 NORTH RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN

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





LEGEND

IRON MONUMENT FOUND	●
#5 24" REBAR ALUMINUM CAP SET	○
MEASURED BEARING	S00°39'24"W
MEASURED DISTANCE	315.16'
RECORD BEARING	(S00°39'24"W)
RECORD DISTANCE	(315.16')

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

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

DISTANCES SHOWN ARE GRID DISTANCES IN TERMS OF U.S. SURVEY FEET. USE COMBINATION FACTOR OF 1.0001470216 TO CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

Sheet 1 of 2
Project No. 12186-0002

Houston Engineering Inc.
Phone: 701.852.7931

H:\JBN\12100\12186\12186_0002 Edgewood\CAD\Exhibits\Woodside 21st Addition.dwg-18x24 Landscape Bottom-10/27/2025 11:34 AM-(jhennessy)

WOODSIDE 21ST ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

BEING A REPLAT OF LOTS 1 THRU 48, BLOCK 1, WOODSIDE 18TH ADDITION TO THE CITY OF MINOT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 155 NORTH RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN

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

Owner's Certificate:

Know All Persons By These Presents: That EWR Minot Woodside Willow, LLC, is the owner and proprietor of Lots 1 Thru 48, Block 1, Woodside 18th Addition to the City of Minot, Ward County, North Dakota, more particularly described as follows:

Beginning (P.O.B.) at the Southwest Section corner of Section 31, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence S89°35'15"E, along the South Section line of said Section 31, a distance of 40.00 feet to a point on said Section line; Thence N00°24'45"E, a distance of 40.00 feet to the Southwest corner of Lot 1, Block 1, Woodside 18th Addition and the True Point of Beginning (T.P.O.B); Thence N00°37'14"E, along the West line of said Woodside 18th Addition, a distance of 409.90 feet to the Northwest corner of said Woodside 18th Addition; Thence S89°23'14"E, along the North line of said Woodside 18th Addition, a distance of 479.99 feet to the Northeast corner of said Woodside 18th Addition; Thence S00°37'25"W, along the East line of said Woodside 18th Addition, a distance of 408.22 feet to the Southeast corner of said Woodside 18th Addition; Thence N89°35'15"W, along the South line of said Woodside 18th Addition, a distance of 479.97 feet to the Southwest corner of said Woodside 18th Addition also being the True Point of Beginning.

All located in the Southwest Quarter of Section 31, Township 155 North Range 82 East of the Fifth Principal Meridian, City of Minot, County of Ward, State of North Dakota.

Bearings are based on the South line of the Southwest quarter of section Section 31 being S89°35'15"W, a distance of 2605.93 feet, between the Southwest section corner of Section 31 and the South quarter corner of Section 31.

Said tract of land contains 196342.58 sqft. or 4.507 acres, more or less.

And that said party has caused the same to be surveyed and replatted as Woodside 21st Addition to the City of Minot, Ward County, North Dakota.

In witness whereof I have set my hand and seal.

Owner:
EWR Minot Woodside Willow, LLC

_____
Jon E. Strinden, President
for and on behalf of
EWR Minot Woodside Willow, LLC

State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20_____, before me, a notary public within and for said county and state, personally appeared Jon E. Strinden, President of EWR Minot Woodside Willow, LLC , to me known to be the person described herein and who executed the foregoing instrument and acknowledged to me that he executed same on behalf of EWR Minot Woodside Willow, LLC.

Notary public: _____

Owner:
Cornerstone Bank

_____
Agent
for and on behalf of
Cornerstone Bank

State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20_____, before me, a notary public within and for said county and state, personally appeared an Agent for Cornerstone Bank, to me known to be the person described herein and who executed the foregoing instrument and acknowledged to me that he executed same on behalf of Cornerstone Bank.

Notary public: _____

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this _____ day of _____, 20_____ that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

_____
James P. Hennessy, Professional Land Surveyor
North Dakota PLS No. 8961

State of _____)
) s.s.
County of _____)

On this _____ day of _____, 20_____, before me, a notary public within and for said county and state, personally appeared James P. Hennessy, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

Notary public: _____

City Engineer's Approval:

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

_____ _____
Lance Meyer, City Engineer Date

Sheet 2 of 2
Project No. 12186-0002

Houston Engineering Inc.
Phone: 701.852.7931

H:\JBN\12100\12186\12186_0002 Edgewood\CAD\Exhibits\Woodside 21st Addition.dwg-18x24 Landscape Bottom (2)-10/27/2025 11:35 AM-(jhennessy)

TO: Mayor and Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: November 17, 2025

SUBJECT: 2025 SIGNAL IMPROVEMENT - FINAL PAYMENT (4883)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of $167,216.20 to be paid to Main Electric Construction, Inc.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In 2012, the Engineering Department conducted a Traffic Signal Pole Inspection Report that documented the condition of one-hundred and twelve (112) traffic signal poles throughout the City of Minot. An initial round of traffic signal standard replacements was completed in 2014 followed by a subsequent replacements in 2020, 2021, 2022, 2023 and 2024. The 2025 Signal Improvement project will continue addressing this deficient signal pole situation at the intersection of Burdick Expressway E and 27th Street SE. The 2025 Signal Imrprovement will also incorporate traffic signal cabinet, video detection and emergency vehicle preemption upgrades at the Burdick Expressway E and 8th Avenue SE signalized intersection.

The signal poles for the Burdick Expressway E and 27th Street SE intersection are 43 years old, originally installed in 1982. The typical lifespan for a traffic signal pole, per NCHRP Report 713, is 30 years.

B. Proposed Project

The 2025 Signal Improvement features a combination of traffic signal standard, cabinet, video and emergency vehicle preemption (EVP) improvements at the following locations:
Site 1 – Burdick Expressway E and 27th Street SE
Site 2 – Burdick Expressway E and 8th Avenue SE

C. Recommendation Detail

On Tuesday, December 17, 2024, at 11:00 am, bids were opened for the 2025 Signal Improvement project. Below is a bid tabulation summary that shows the bids as they relate to the engineer's estimate: Bid Tabulation 2025 Signal Improvement – City Project 4883

Engineer's Estimate	$709,776.00
Main Electric Construction, Inc.	$609,271.00
Strata Corporation	$677,000.00

IV. IMPACT

A. Aspirations

Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:

The 2025 Signal Improvement will provide much needed traffic signal improvements at the intersections of Burdick Expressway E / 27th Street SE and at Burdick Expressway E / 8th Avenue SE.

C. Fiscal Impact

The 2025 Signal Improvement project utilizes the Traffic Divisions Capital Improvement funds dedicated for traffic signal improvements.

Project Costs

Original Contract Price - $ 609,271.00
Final Contract Price with Change Orders - $ 609,109.00

Project Funding

Sales Tax - Improvements

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4883
Engineer:	Traffic Engineer	**Engineer's Project No.:**	4883
Contractor:	Main Electric Construction, Inc.	**Contractor's Project No.:**	46250
Project:	2025 Signal Improvement		
Contract:	2025 Signal Improvement		

Application No.: 6 **Application Date:** 10/23/2025

Application Period: **From** 10/1/2025 **to** 10/31/2025

1. Original Contract Price	$	609,271.00
2. Net change by Change Orders	$	(162.00)
3. Current Contract Price (Line 1 + Line 2)	$	609,109.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	609,109.00
5. Retainage		
a. 0% X $ 609,109.00 Work Completed	$	-
b. X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	609,109.00
7. Less previous payments (Line 6 from prior application)	$	441,892.80
8. Amount due this application	$	167,216.20
9. Balance to finish, including retainage (Line 3 - Line 4)	$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Darren Bischof

Signature: Darren Bischof (Oct 31, 2025 10:48:32 CDT) **Date:** 10/31/25

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:	Traffic Engineer	**Title:**	City Engineer
Date:	10.31.2025	**Date:**	10/31/25

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4883
Engineer:	Traffic Engineer	**Engineer's Project No.:**	4883
Contractor:	Main Electric Construction, Inc.	**Contractor's Project No.:**	46250
Project:	2025 Signal Improvement		
Contract:	2025 Signal Improvement		

Application No.: 6 **Application Period:** **From** 10/01/25 **to** 10/31/25 **Application Date:** 10/23/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
					Original Contract						
1	CONTRACT BOND	1	LS	$6,033.00	6,033.00	100%	6,033.00		6,033.00	100%	-
2	MOBILIZATION	1	LS	$15,850.00	15,850.00	100%	15,850.00		15,850.00	100%	-
3	TRAFFIC CONTROL	1	LS	$16,238.00	16,238.00	100%	16,238.00		16,238.00	100%	-
4	TRAFFIC SIGNAL SYSTEM - SITE 1	1	EA	$420,240.00	420,240.00	100%	420,240.00		420,240.00	100%	-
5	TRAFFIC SIGNAL SYSTEM - SITE 2	1	EA	$137,920.00	137,920.00	100%	137,920.00		137,920.00	100%	-
6	LIGHTING SYSTEM	1	EA	$12,990.00	12,990.00	100%	12,990.00		12,990.00	100%	-
				Original Contract Totals	**$ 609,271.00**		**$ 609,271.00**	**$ -**	**$ 609,271.00**	**100%**	**$ -**
					Change Orders						
CO-1	SITE 2 CABINET SWITCH	1	EA	($6,039.00)	(6,039.00)	100%	(6,039.00)		(6,039.00)	100%	-
CO-2	SITE 1 NEW CABINET FOUNDATION	1	EA	$5,877.00	5,877.00	100%	5,877.00		5,877.00	100%	-
				Change Order Totals	**$ (162.00)**		**$ (162.00)**	**$ -**	**$ (162.00)**	**100%**	**$ -**
					Original Contract and Change Orders						
				Project Totals	**$ 609,109.00**		**$ 609,109.00**	**$ -**	**$ 609,109.00**	**100%**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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Application and Certificate For Payment

To Owner:	CITY OF MINOT 515 2ND AVE S.W MINOT, ND 58701	Project:	2025 SIGNAL IMPROVEMENT MINOT, ND 58701	Application No: 6	Date: 10/23/2025
				Period To: 10/31/25	
				Architect's Project No:	
From (Contractor):	MAIN ELECTRIC CONSTRUCTION INC 2626 VALLEY ST. MINOT, ND 58701	Contractor Job Number:	46250	Contract Date:	
		Via (Architect):			
Phone:	701 852-3315	Contract For:			

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner			5,877.00	-6,039.00
	Number	Date Approved		
Change orders approved this month				
Totals				
Net change by change orders			-162.00	

Original contract sum	609,271.00
Net change by change orders	-162.00
Contract sum to date	609,109.00
Total completed and stored to date	609,109.00
Retainage	
10.0% of completed work	60,910.90
0.0% of stored material	0.00
Total retainage	60,910.90
Total earned less retainage	548,198.10
Less previous certificates of payment	441,883.80
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**106,314.30**
Balance to finish, including retainage	60,910.90

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: 10/23/25

State of: ND County of: Ward

Subscribed and sworn to before me this 23 day of Oct, 2025 (year). Notary public: Julie L Brown

My commission expires Nov 26 2028

Julie L. Brown
Notary Public
State of North Dakota
Commission Expiration Date: November 26,2028

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF MINOT
From (Contractor): MAIN ELECTRIC CONSTRUCTION INC
Project: 2025 SIGNAL IMPROVEMENT

Application No: 6 Date: 10/23/25 Period To: 10/31/25
Contractor's Job Number: 46250
Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
001	CONTRACT BOND	6,033.00	6,033.00	0.00	0.00	6,033.00	100.00	0.00	603.30	
002	MOBILIZATION	15,850.00	15,850.00	0.00	0.00	15,850.00	100.00	0.00	1,585.00	
003	TRAFFIC CONTROL	16,238.00	16,238.00	0.00	0.00	16,238.00	100.00	0.00	1,623.80	
004	TRAFFIC SIGNAL SITE 1	420,240.00	336,192.00	84,048.00	0.00	420,240.00	100.00	0.00	42,024.00	
005	TRAFFIC SIGNAL SITE 2	137,920.00	110,336.00	27,584.00	0.00	137,920.00	100.00	0.00	13,792.00	
006	LIGHTING SYSTEM	12,990.00	6,495.00	6,495.00	0.00	12,990.00	100.00	0.00	1,299.00	
007	CO-1 CHANGE OUT CABINET Billing Total	-6,039.00	-6,039.00	0.00	0.00	-6,039.00	100.00	0.00	-603.90	
008	SITE 1 - NEW CABNT FOUNDATION Billing Total	5,877.00	5,877.00	0.00	0.00	5,877.00	100.00	0.00	587.70	
	Application Total	609,109.00	490,982.00	118,127.00	0.00	609,109.00	100.00	0.00	60,910.90	

4883 - Pay App 6 Unsigned

Final Audit Report 2025-10-31

Created:	2025-10-31
By:	Stephen Joersz (stephen.joersz@minotnd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAk3ycQ8SMGW5Kp5eIE0z0RrDp2kHNSO7

"4883 - Pay App 6 Unsigned" History

Document created by Stephen Joersz (stephen.joersz@minotnd.gov)
2025-10-31 - 3:20:26 PM GMT

Document emailed to Darren Bischof (darrenb@main-holmes.com) for signature
2025-10-31 - 3:20:33 PM GMT

Document emailed to Lance Meyer (lance.meyer@minotnd.gov) for signature
2025-10-31 - 3:20:33 PM GMT

Email viewed by Lance Meyer (lance.meyer@minotnd.gov)
2025-10-31 - 3:46:46 PM GMT

Document e-signed by Lance Meyer (lance.meyer@minotnd.gov)
Signature Date: 2025-10-31 - 3:47:45 PM GMT - Time Source: server

Email viewed by Darren Bischof (darrenb@main-holmes.com)
2025-10-31 - 3:47:55 PM GMT

Document e-signed by Darren Bischof (darrenb@main-holmes.com)
Signature Date: 2025-10-31 - 3:48:32 PM GMT - Time Source: server

Agreement completed.
2025-10-31 - 3:48:32 PM GMT

Adobe Acrobat Sign

TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: November 17, 2025

SUBJECT: PERKETT DITCH IMPROVEMENTS - FINAL PAYMENT (4751)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment for the Perkett Ditch Improvements Project to Hanson Excavating, Inc., in the amount of $53,587.50.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2017, improvements were made to Perkett Ditch from 30th St SW to approximately one block west of 18th St SW as part of the Mouse River Enhanced Flood Protection Project. Part of the improvements included constructing a concrete channel in Perkett Ditch to improve the conveyance of storm water. This project will remove sediment from the ditch and extend the concrete channel, providing more efficient drainage and maintenance of the ditch.

B. Proposed Project

The proposed project was bid with three units to provide an opportunity to remove units should the bids come in higher than expected. Based on estimates, it was anticipated that all three units could be completed within the allocated budget. Unfortunately, the bid came in approximately 40% above the estimated project cost. Staff feels Unit 1 is the most critical unit to construct as it will finish the last portion of the project from 2017 and connect to a culvert downstream.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

Project Costs

Contractor's Low Bid Unit 1	$177,230.00
Net Change	($4,982.00)
Final Construction Cost	$172,248.00

The project had change orders for utilizing commercial grade fence instead of residential grade, fence modifications and quantity underruns.

Project Funding
This project will be funded through Storm Sewer Maintenance Account No. 14059000-44503.

VI. ALTERNATIVES
N/A

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4751
Engineer:	Public Works Department	**Engineer's Project No.:**	4751
Contractor:	Hanson's Excavating, Inc.	**Contractor's Project No.:**	
Project:	Perkett Ditch Improvements		
Contract:	Perkett Ditch Improvements		

Application No.: 2-Final **Application Date:**

Application Period: **From** 9/12/2025 **to** 10/15/2025

1. Original Contract Price	$	177,230.00
2. Net change by Change Orders	$	(4,982.00)
3. Current Contract Price (Line 1 + Line 2)	$	172,248.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	172,248.00
5. Retainage		
a. 0% X $ 172,248.00 Work Completed	$	-
b. X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	172,248.00
7. Less previous payments (Line 6 from prior application)	$	118,660.50
8. Amount due this application	$	53,587.50
9. Balance to finish, including retainage (Line 3 - Line 4)	$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Hanson's Excavating, Inc.

Signature: [signature] **Date:** 10-31-25

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	Veronica M. Meyer
Title:		**Title:**	Senior Project Manager
Date:		**Date:**	10/31/25

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4751
Engineer:	Public Works Department	Engineer's Project No.:	4751
Contractor:	Hanson's Excavating, Inc.	Contractor's Project No.:	
Project:	Perkett Ditch Improvements		
Contract:	Perkett Ditch Improvements		

Application No.: 2- Final Application Period: From 09/12/25 to 10/15/25 Application Date:

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
1	CONTRACT BOND	1	LS	$2,700.00	2,700.00	1.00	2,700.00		2,700.00	100%	-
2	MOBILIZATION	1	LS	$20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
3	CLEARING & GRUBBING	50	SY	$100.00	5,000.00	30.00	3,000.00		3,000.00	60%	2,000.00
4	SALVAGE & REPLACE TOPSOIL	90	CY	$80.00	7,200.00	90.00	7,200.00		7,200.00	100%	-
5	COMMON EXCAVATION	115	CY	$60.00	6,900.00	115.00	6,900.00		6,900.00	100%	-
6	TOPSOIL - IMPORTED	85	CY	$120.00	10,200.00	60.00	7,200.00		7,200.00	71%	3,000.00
7	AGGREGATE BASE, CLASS 5	100	CY	$140.00	14,000.00	100.00	14,000.00		14,000.00	100%	-
8	CONCRETE CHANNEL INCLUDES 6" CURB (BASE BID)	253	SY	$360.00	91,080.00	251.00	90,360.00		90,360.00	99%	720.00
9	CONCRETE CHANNEL WALL - 6"-12" HEIGHT	4	SY	$200.00	800.00	6.80	1,360.00		1,360.00	170%	(560.00)
10	CONCRETE CHANNEL WALL - 24"-30" HEIGHT	25	SY	$210.00	5,250.00	23.50	4,935.00		4,935.00	94%	315.00
11	CHAIN LINK FENCE	90	LF	$70.00	6,300.00	-	-		-	0%	6,300.00
12	EROSION CONTROL BLANKET - TYPE 2	1040	SY	$3.50	3,640.00	682.00	2,387.00		2,387.00	66%	1,253.00
13	SEEDING (HYDROMULCH)	1040	SY	$4.00	4,160.00	1,024.00	4,096.00		4,096.00	98%	64.00
				Original Contract Totals	$ 177,230.00		$ 164,138.00	$ -	$ 164,138.00	93%	$ 13,092.00
				Change Orders							
11	CHAIN LINK FENCE	(90.00)	LF	70.00	(6,300.00)	-	-		-	0%	(6,300.00)
14	CHAIN LINK FENCE - COMMERCIAL GRADE	90.00	LF	85.00	7,650.00	86.00	7,310.00		7,310.00	96%	340.00
15	CHAIN LINK FENCE MODIFICATIONS	1.00	LS	800.00	800.00	1.00	800.00		800.00	100%	-
3	CLEARING & GRUBBING	(20.00)	SY	$100.00	(2,000.00)				-	0%	(2,000.00)
6	TOPSOIL - IMPORTED	(25.00)	CY	$120.00	(3,000.00)				-	0%	(3,000.00)
8	CONCRETE CHANNEL INCLUDES 6" CURB (BASE BID)	(2.00)	SY	$360.00	(720.00)				-	0%	(720.00)
9	CONCRETE CHANNEL WALL - 6"-12" HEIGHT	2.8	SY	$200.00	560.00					0%	560.00
10	CONCRETE CHANNEL WALL - 24"-30" HEIGHT	(1.50)	SY	$210.00	(315.00)				-	0%	(315.00)
12	EROSION CONTROL BLANKET - TYPE 2	(358.00)	SY	$3.50	(1,253.00)				-	0%	(1,253.00)
13	SEEDING (HYDROMULCH)	(16.00)	SY	$4.00	(64.00)				-	0%	(64.00)
14	CHAIN LINK FENCE - COMMERCIAL GRADE	(4.00)	LF	85.00	(340.00)					0%	(340.00)
					-		-		-		-
				Change Order Totals	$ (4,982.00)		$ 8,110.00	$ -	$ 8,110.00	-163%	$ (13,092.00)
				Original Contract and Change Orders							
				Project Totals	$ 172,248.00		$ 172,248.00	$ -	$ 172,248.00		$ -

EJCDC C-620 Contractor's Application for Payment
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TO: To Whom It May Concern

FROM: Stephen Joersz, Traffic Engineer

DATE: November 17, 2025

SUBJECT: 2024 SIGNAL CABINET IMPROVEMENT - FINAL PAYMENT (4885)

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of $22,409.76 to be paid to Main Electric Construction, Inc.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City's traffic signal cabinets, which are the equipment that runs the signals, is outdated and replacement parts are sparse or non-existent. The majority of the system cannot function in an interconnected way. By upgrading the cabinets with new technology, staff can link the signals along a corridor (such as Broadway) and time them. Traffic can move through the corridor with limited stops.

As part of the cabinet upgrades; the battery backup system, video detection system and emergency vehicle preemptions system will also be updated with newer technology.

B. Proposed Project

The 2024 Signal Cabinet Improvement Project features traffic signal cabinet improvements and/or revisions at the following locations:

Site 1 – N Broadway and 20th Avenue NW
Site 2 – N Broadway and 36th Avenue NW
Site 3 – N Broadway and 46th Avenue NW

C. Recommendation Detail

On December 12, 2024 at 11:00 AM, bids were opened for the 2024 Signal Cabinet Improvement project. Below is the Engineer's Estimate followed by the two bids:

Engineer's Estimate - $180,509.00
Main Electric Construction, Inc. - $208,740.00
Strata Corporation - $319,750.00

IV. IMPACT

A. Aspirations
Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:
The 2024 Signal Cabinet Improvement project was budgeted using the account code 42037000-57500-Equipment. This account code includes all the Traffic Department's Capital Improvement project funds. Within it, certain improvements such as Traffic Signal Cabinet Replacements and Battery Backup Upgrades have allocated funds, the expenditures of such funds are listed below.

C. Fiscal Impact
The 2024 Signal Cabinet Improvement project utilizes the Traffic Divisions Capital Improvement funds dedicated for traffic signal improvements.

Project Costs
Original Contract Price - $ 208,740.00
Final Contract Price - $ 208,740.00
Project Funding
Sales Tax - Improvements

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4885
Engineer:	Traffic Engineer	**Engineer's Project No.:**	4885
Contractor:	Main Electric Construction, Inc.	**Contractor's Project No.:**	46220
Project:	2024 Signal Cabinet Improvement		
Contract:	2024 Signal Cabinet Improvement		

Application No.: 4 **Application Date:** 10/23/2025

Application Period: **From** 8/1/2025 **to** 10/31/2025

1. Original Contract Price				$	208,740.00
2. Net change by Change Orders					
3. Current Contract Price (Line 1 + Line 2)				$	208,740.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)				$	208,740.00
5. Retainage					
a. 0%	X	$ 208,740.00	Work Completed	$	-
b.	X	$ -	Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)				$	-
6. Amount eligible to date (Line 4 - Line 5.c)				$	208,740.00
7. Less previous payments (Line 6 from prior application)				$	186,330.24
8. Amount due this application				$	22,409.76
9. Balance to finish, including retainage (Line 3 - Line 4)				$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Darren Bischof

Signature: Darren Bischof (Oct 31, 2025 10:18:12 CDT) **Date:** 10/31/25

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:	Traffic Engineer	**Title:**	City Engineer
Date:	10.31.2025	**Date:**	10/31/25

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4885
Engineer:	Traffic Engineer	**Engineer's Project No.:**	4885
Contractor:	Main Electric Construction, Inc.	**Contractor's Project No.:**	46220
Project:	2024 Signal Cabinet Improvement		
Contract:	2024 Signal Cabinet Improvement		

Application No.: 4 **Application Period:** **From** 08/01/25 **to** 10/31/25 **Application Date:** 10/23/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
					Original Contract						
1	CONTRACT BOND	1	LS	$2,320.00	2,320.00	100%	2,320.00		2,320.00	100%	-
2	MOBILIZATION	1	LS	$2,980.00	2,980.00	100%	2,980.00		2,980.00	100%	-
3	TRAFFIC CONTROL	1	LS	$32,800.00	32,800.00	100%	32,800.00		32,800.00	100%	-
4	TRAFFIC SIGNAL SYSTEM - SITE 1	1	EA	$123,970.00	123,970.00	100%	123,970.00		123,970.00	100%	-
5	TRAFFIC SIGNAL SYSTEM - SITE 2	1	EA	$41,970.00	41,970.00	100%	41,970.00		41,970.00	100%	-
6	TRAFFIC SIGNAL SYSTEM - SITE 3	1	EA	$4,700.00	4,700.00	100%	4,700.00		4,700.00	100%	-
				Original Contract Totals	**$ 208,740.00**		**$ 208,740.00**	**$ -**	**$ 208,740.00**	**100%**	**$ -**
					Change Orders						
				Change Order Totals	**$ -**		**$ -**	**$ -**	**$ -**		**$ -**
					Original Contract and Change Orders						
				Project Totals	**$ 208,740.00**		**$ 208,740.00**	**$ -**	**$ 208,740.00**	**100%**	**$ -**

EJCDC C-620 Contractor's Application for Payment
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Application and Certificate For Payment

To Owner:	CITY OF MINOT 515 2ND AVE S.W MINOT, ND 58701	Project:	2024 SIGNAL CABINET IMPRV MINOT, ND 58701	Application No: 4	Date: 10/23/2025
				Period To: 10/31/25	
From (Contractor):	MAIN ELECTRIC CONSTRUCTION INC 2626 VALLEY ST. MINOT, ND 58701	Contractor Job Number:	46220	Architect's Project No:	
		Via (Architect):		Contract Date:	
Phone:	701 852-3315	Contract For:			

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner				
	Number	Date Approved		
Change orders approved this month				
Totals				
Net change by change orders				

Original contract sum	208,740.00
Net change by change orders	0.00
Contract sum to date	208,740.00
Total completed and stored to date	208,740.00
Retainage	
10.0% of completed work	20,874.00
0.0% of stored material	0.00
Total retainage	20,874.00
Total earned less retainage	187,866.00
Less previous certificates of payment	186,330.24
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**1,535.76**
Balance to finish, including retainage	20,874.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: 10/23/25

State of: ND County of: Ward

Subscribed and sworn to before me this 23 day of Oct, 2025 (year). Notary public: Julie L Brown

My commission expires Nov 26, 2028

Julie L. Brown
Notary Public
State of North Dakota
Commission Expiration Date: November 26,2028

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF MINOT
From (Contractor): MAIN ELECTRIC CONSTRUCTION INC
Project: 2024 SIGNAL CABINET IMPRV

Application No: 4 Date: 10/23/25 Period To: 10/31/25
Contractor's Job Number: 46220
Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed: Previous Application	Work Completed: This Period	Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
001	CONTRACT BOND	2,320.00	2,320.00	0.00	0.00	2,320.00	100.00	0.00	232.00	
002	MOBILIZATION	2,980.00	2,980.00	0.00	0.00	2,980.00	100.00	0.00	298.00	
003	TRAFFIC CONTROL	32,800.00	32,800.00	0.00	0.00	32,800.00	100.00	0.00	3,280.00	
004	TRAFFIC SIGNAL SYSTEM SITE 1	123,970.00	122,730.30	1,239.70	0.00	123,970.00	100.00	0.00	12,397.00	
005	TRAFFIC SIGNAL SYSTEM SITE 2	41,970.00	41,550.30	419.70	0.00	41,970.00	100.00	0.00	4,197.00	
006	TRAFFIC SIGNAL SYSTEM SITE 3	4,700.00	4,653.00	47.00	0.00	4,700.00	100.00	0.00	470.00	
	Application Total	208,740.00	207,033.60	1,706.40	0.00	208,740.00	100.00	0.00	20,874.00	

4885 - Pay App 4 Unsigned

Final Audit Report 2025-10-31

Created:	2025-10-31
By:	Stephen Joersz (stephen.joersz@minotnd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjriAM63sVZ9Iwm2hjcQuv72ylbBlHntM

"4885 - Pay App 4 Unsigned" History

Document created by Stephen Joersz (stephen.joersz@minotnd.gov)
2025-10-31 - 2:57:55 PM GMT

Document emailed to Darren Bischof (darrenb@main-holmes.com) for signature
2025-10-31 - 2:58:01 PM GMT

Document emailed to Lance Meyer (lance.meyer@minotnd.gov) for signature
2025-10-31 - 2:58:01 PM GMT

Email viewed by Darren Bischof (darrenb@main-holmes.com)
2025-10-31 - 3:17:08 PM GMT

Email viewed by Lance Meyer (lance.meyer@minotnd.gov)
2025-10-31 - 3:17:33 PM GMT

Document e-signed by Darren Bischof (darrenb@main-holmes.com)
Signature Date: 2025-10-31 - 3:18:12 PM GMT - Time Source: server

Document e-signed by Lance Meyer (lance.meyer@minotnd.gov)
Signature Date: 2025-10-31 - 3:18:57 PM GMT - Time Source: server

Agreement completed.
2025-10-31 - 3:18:57 PM GMT

Adobe Acrobat Sign

TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: November 17, 2025

SUBJECT: **LOW HEAD DAM REMEDIATION - APPROVE PLANS AND SPECIFICATIONS (4618.1)**

I. RECOMMENDED ACTION

It is recommended City Council approve plans and specifications for the low head dam remediation project and authorize the project to bid.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In the late 1970s and '80s, the US Army Corps of Engineers completed a major flood control project in Minot by channelizing the Souris River and eliminating its winding nature. As a result, "dead loops" were created with control structures on each end and low head dams between the structures for water to still flow through the dead loops when gates are opened. The Little Roosevelt low head dam is one of these structures. Due to the 4'-6' drop-off over the dam, under currents (called a roller effect) create human safety risks. In 2020, the ND State Water Commission assessed low head dams across the state and a few of the structures in Minot made the priority list. The Minot Little Roosevelt low head dam has the medium-high hazard prioritization in the state. This project was initially listed for the 2022 CIP. Council approved the grant agreement for engineering in January 2023. Staff have begun applying for a grant for 75% of the construction costs of this project through the Department of Water Resources.

B. Proposed Project

Installation of rip-rap riffles to remove the undertow or roller effect danger on the Little Roosevelt dam on the Mouse River.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations
Prepared & Resilient

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

Project Costs
Design engineering has been awarded at a cost of $194,290.

The construction of the project is estimated to be $900,000. 75% or $675,000 is state funded and $225,000 is funded from infrastructure sales tax.

Project Funding
In December 2022, the State Water Commission awarded up to $168,750 for the design engineering portion of the project. The City funded the remaining 25% by sales tax infrastructure.

Funding for the construction portion of the project will come from infrastructure sales tax and SWC grant funding. The total project cost will be reimbursed by the state at a 75/25 cost share.

VI. ALTERNATIVES

The alternative of not approving the plans and specifications and not authorizing the project to go to bid would cause the Little Roosevelt low head dam to remain as a medium-high hazard prioritization in the state. Thus, remaining a safety risk to the community.

TO: Mayor and Members of the City Council

FROM: Justin Sundheim, Police Captain

DATE: November 17, 2025

SUBJECT: **BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES TO POLICE CAPITAL EQUIPMENT FOR PATROL VEHICLE REPLACEMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on the first reading and approve the purchase of a 2025 Ford Explorer PIU from Nelson Auto through the state bid.

II. DEPARTMENT CONTACT PERSONS

Michael Frye, Chief of Police, 701-857-4700
Justin Sundheim, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

On September 20, 2025, a patrol vehicle was involved in a crash that resulted in the vehicle being appraised as a total loss. An insurance claim payout of $28,836.07 will be allocated back to the general fund.

B. Proposed Project

The purchase of this replacement vehicle will allow patrol operations to sustain their continual and consistent level of services to the community.

C. Recommendation Detail

Nelson Auto has the current North Dakota state bid for the Ford Explorer PIU (Police Interceptor Unit). Nelson Auto has a 2025 Ford Explorer in inventory that meets our current fleet specifications and also recently fulfilled our FY2025 department capital purchase. The order window for 2025 Ford Explorer PIU is closed. 2026 models have an expected increased cost.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:
Patrol fleet limitations may reduce our ability to deliver effective public safety services to the community.

C. Fiscal Impact
Cost of replacement vehicle is $47,393.95 and would come from general fund reserves. An insurance payout of $28,836.07 is pending. NDIRF has agreed to reimburse any additional costs beyond vehicle purchase, to include upfitting and replacement of equipment that may be unusable.

Project Costs

2025 Ford Explorer PIU SUV	$47,393.95

Project Funding

General Fund Cash Reserves	$47,393.95

VI. ALTERNATIVES

1. Council could deny the budget amendment, delaying the replacement of a patrol vehicle.
2. Council could deny utilizing the state bid for the purchase of a replacement vehicle, and direct staff to explore additional procurement options.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Driver Selectable Mode and Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	92-Amp/Hr 850CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1500# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity
Exterior	
	Wheels w/Hub Covers
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior	
	Steel Spare Wheel
	Full-Size Spare Tire Mounted Inside Under Cargo
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
	SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
	4 Speakers
	Integrated Roof Antenna
	Wireless Phone Connectivity
	1 LCD Monitor In The Front

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	8-Way Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Selective Service Internet Access
	Remote Keyless Entry
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Fleet Telematics Modem Tracker System
	Smart Device Integration
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Perimeter Alarm
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos Capability
	Reverse Sensing System Rear Parking Sensors
	BLIS (Blind Spot Information System) Blind Spot
	Pre-Collision Assist with Pedestrian Detection
	Rear Cross-Traffic Braking
	Collision Mitigation-Front
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Safety-Interior	
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer

WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2025 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99B	Engine: 3.3L V6 Direct-Injection -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank w/21.4-gallon tank *CREDIT*	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
___	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
16D	Badge Delete -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)	0.00 lbs	0.00 lbs
21L	Front Warning Auxiliary LED Lights -inc: driver side - red/passenger side - blue	0.00 lbs	0.00 lbs
51T	Driver Only LED Bulb Spot Lamp (Whelen)	0.00 lbs	0.00 lbs
63L	Rear Quarter Glass Side Marker LED Lights -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included	0.00 lbs	0.00 lbs
66C	Rear Lighting Solution -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	0.00 lbs	0.00 lbs
92R	2nd Row Only Solar Tint -inc: Door glass, privacy glass on rear quarter and liftgate window	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates the 45-second liftgate lock release + paitro timer, Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed w/this option	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

Window Sticker

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

SUMMARY

[Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL
K8A	[Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD
	OPTIONS
153	Front License Plate Bracket
16D	Badge Delete
18D	Global Lock/Unlock Feature
21L	Front Warning Auxiliary LED Lights
44U	Transmission: 10-Speed Automatic (44U)
500A	Order Code 500A
51T	Driver Only LED Bulb Spot Lamp (Whelen)
60R	Noise Suppression Bonds (Ground Straps)
63L	Rear Quarter Glass Side Marker LED Lights
66C	Rear Lighting Solution
85R	Rear Console Plate
92R	2nd Row Only Solar Tint
99B	Engine: 3.3L V6 Direct-Injection
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear
UM	Agate Black
___	3.73 Axle Ratio

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 26904. Data Updated: Nov 4, 2025 6:49:00 PM PST.

FLEET DEPARTMENT
2228 COLLEGE WAY, PO BOX 338
FERGUS FALLS, MN 56538-0338
PHONE: 218-998-8827
TOLL FREE: 800-477-3013 EXT. 8827
jpatelski@nelsonfleet.com

VEHICLE QUOTE NUMBER Minot SSP7-7 OOS

Sold To: City Of Minot, ND
Attn: Chuck Schmidt
Address: PO Box 5006
Minot, ND 58702-5006

Date: 11/5/2025
Phone: 701-857-4717
FAX:
Salesperson: Jessica Patelski

Key Code:

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
Minot SSP7-7 OC	2025	Ford	Police Interceptor 3.3L (	New	
			Color: Black/Ebony Cloth/Vinyl		

Price of Vehicle:	*Per ND Spec: SSP7-7*	$45,904.00
Options & Extras:		$1,459.95
Add (18D) Global Lock/Unlock Feature	N/C	
Add (21L) Front Warning Auxiliary LED Lights	$562.38	
Add (63L) Rear Quarter Glass Side Marker LED Lights	$562.38	
Add (66C) Rear Lighting Solution	$444.96	
Add (85R) Rear Console Plate	$57.68	
Add (92R) 2nd Row Only Solar Tint Glass	$87.55	
Remove (68G) Rear door Inoperable	($76.00)	
Remove (41H) Engine Block Heater	($179.00)	

SUBJECT TO PRIOR SALE

Delivery Included

Subtotal: $47,363.95

Trade - In:

Total Cash Price: Total for One: **$47,363.95**

Terms: Net 30 days

Your Purchase Order # 0 **Project #** **IFB 110.7-24-076**

Thanks for your business!

Ship To / Lessee / End User: City Of Minot, ND
Attn: Chuck Schmidt
Police Department
Address: PO Box 5006
Minot, ND 58702-5006

FAX:
Phone: 701-857-4717
email: chuck.schmidt@minotnd.gov

Signed:

Printed Name: Date:

** Equal Employment Opportunity/Affirmative Action Employer**

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT VEHICLE EQUIPMENT CAPITAL EXPENDITURES FOR THE REPLACEMENT OF A PATROL VEHICLE AND APPROVE THE USE OF GENERAL FUND CASH RESERVES.

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

§1: An ordinance amending the 2025 annual budget to increase the police department vehicle equipment capital expenditures for the replacement of a patrol vehicle:

42021000-57500		$47,364
10021000-49125		47,364

§2: Approve the transfer and use of General Fund cash reserves:

10021000-49125		$47,364
42000000-39101		(47,364)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: November 17, 2025

SUBJECT: **SETTLEMENT AGREEMENT WITH LIBERTY SIERRA VISTA - EMINENT DOMAIN**

I. RECOMMENDED ACTION

It is recommended City Council should review and consider approving the attached settlement agreement and authorize the Mayor and staff to carry out any steps necessary to complete the settlement agreement terms.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
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. On September 19, the parties attended a mediation with Scott Jensen with Camrud, Maddock, Olson, & Larson, Ltd. Following mediation, the parties continued to mediate. An executive session was held on September 24, 2025 to receive negotiating instruction from the City Council. The City's negotiators and Liberty Sierra Vista, LLC have reached a tentative agreement (attached) that is hereby submitted for Council's consideration and approval.

B. Proposed Project

The attached agreement purchases two easements from Liberty Sierra Vista, LLC — a temporary construction easement, and a permanent drainage easement. Per the agreement, the City will deposit with the court the total sum of $130,000 as full payment for the property acquisition, just compensation, damages, attorney fees and costs. The City also agrees to provide construction signage directing traffic to Revel Hotel. Such signage shall be removed upon completion of the construction of the stormwater system improvements.

C. Recommendation Detail

These easements are required for completion and maintenance of Storm Sewer Project 121. Following execution of the settlement agreement and acquisition of the easements, the City will file concluding paperwork in the eminent domain action.

IV. IMPACT

A. Aspirations

Resolving this case aligns with the City's 'resilient and prepared' aspirations.

B. Service/Delivery Impact:

Finalizing this settlement agreement will conclude an eminent domain case and allow staff to move forward with completion and maintenance of Storm Sewer Project 121.

C. Fiscal Impact

The City has budgeted funding for this project through the use of ARPA funds and City Storm Sewer Development funding. Attorney fees will be paid from City Storm Sewer Development Funding.

Project Costs

Contract Attorney	$290/hr.
Contract Paralegal	$200/hr.
Contract Research Assistant	$135/hr.
Contract Clerical Service	$125/hr.
Easement Acquisition appraised estimate	$35,362.95.

Project Funding

Storm Sewer Development Fund

VI. ALTERNATIVES

1. Council can decline the settlement agreement terms; or
2. Council can remit a counter-offer to Liberty Sierra Vista.

SETTLEMENT AGREEMENT

This Settlement Agreement made this _____ day of November 2025, by and between Liberty Sierra Vista, LLC (hereinafter "Liberty") and City of Minot, a North Dakota municipal corporation (hereinafter "City").

WHEREAS, the City is constructing improvements to its stormwater collection system.

WHEREAS, the City offered to purchase easements on the following property (hereinafter the "Property") from Liberty.

A Temporary Construction Easement lying within a portion of Lot 2, Safari Addition to the City of Minot, North Dakota which is more particularly described as follows: Commencing at the Northeast corner of Lot 2, Safari Addition to the City of Minot, North Dakota, a plat on record at the Ward County Recorders Office; Thence S 46°37'01.3" E, a distance of 84.92 feet to the point of beginning; Thence continuing S 46°37'01.3" E, a distance of 31.24 feet; Thence S 05°55'08.5" E, a distance of 47.20 feet; Thence N 88°17'12.2" W, a distance of 53.07 feet; Thence N 45°27'56.0" W, a distance of 119.60 feet; Thence S 45°05'34.2" W, a distance of 221.27 feet; Thence N 45°42'51.9" W, a distance of 19.84 feet; Thence S 44°49'14.4" W, a distance of 92.45 feet; Thence N 44°38'45.7" W, a distance of 44.50 feet; Thence N 44°09'11.7" E, a distance of 182.04 feet; Thence N 54°03'02.8" E, a distance of 75.33 feet; Thence along a curve to the right a distance of 75.70 feet, said curve having a radius of 75.00 feet and a chord of 72.52 feet which bears N 82°57'53.8" E; Thence S 68°07'15.3" E, a distance of 58.20 feet; Thence along a curve to the left a distance of 65.61 feet, said curve having a radius of 97.03 feet and a chord of 64.37 feet which bears S 87°29'27.7" E to the point of beginning. Tract contains 22657.11 sq. ft.

AND

A Municipal Drainage Easement lying within a portion of Lot 2, Safari Addition to the City of Minot, North Dakota which is more particularly described as follows: Beginning at the Northwest corner of Lot 2, Safari Addition to the City of Minot, North Dakota, a plat on record at the Ward County Recorders Office; Thence N 89°59'34.5" E, a distance of 105.17 feet; Thence S 46°37'01.3" E, a distance of 84.92 feet; Thence along a curve to the right a distance of 65.61 feet, said curve having a radius of 97.03 feet and a chord of 64.37 feet which bears N 87°29'27.7" W; Thence N 68°07'15.3" W, a distance of 58.20 feet; Thence along a curve to the left a distance of 75.70 feet, said curve having a radius of 75.00 feet and a chord of 72.52 feet which bears S 82°57'53.8" W; Thence S 54°03'02.8" W, a distance of 75.33 feet; Thence N 44°09'11.7" E, a distance of 121.15 feet to the point of beginning. Tract contains 7089.65 sq. ft.

A map of the above takings is attached and incorporated as Exhibit A.

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. Liberty Sierra Vista, LLC and DCI Credit Services, Inc., Defendants, in District Court, Ward County, North Dakota filed as Case No. 51-2024-CV-1905 (hereinafter the "Litigation").

WHEREAS, Liberty answered the City's Complaint generally denying the allegations made therein.

WHEREAS, DCI Credit Services, Inc. has not answered the City's Complaint and has failed to make any appearance.

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 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. Deposit with the Court. The City shall deposit with the court the total sum of $130,000.00. Liberty agrees such deposit shall be full payment for property acquisition, just compensation, damages, attorney fees and costs. The City shall make this deposit within 30 days of the City's approval of this agreement. Interest shall begin to accrue on this sum under NDCC 28-20-34 if the City fails to timely make the Deposit, as stated in this paragraph.

2. Disbursement of Funds. City shall move the court for its order finding DCI Credit Services, Inc. in default. The Court would be asked to order that the judgment lienor, DCI Credit Services, Inc. is in default and not entitled to any of the payment proceeds. If, despite that request, DCI Credit Services, Inc. is determined to be entitled to funds, they would come from Liberty's portion of the net settlement proceeds placed on deposit with the court by the City.

3. Construction Signage. The City, at no expense to Liberty, shall cause additional construction signage to be installed directing traffic to Liberty's hotel. Such signage shall be removed upon completion of the construction of the stormwater system improvements.

4. Final Order of Taking. Liberty agrees and consents to the Court's entry of a final order of taking which includes a temporary easement on similar terms to those in the Court's order of March 29, 2025, for a period of 13 months commencing June 1, 2025, and a permanent

easement on similar terms to those the Court's order of March 29, 2025.

5. 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, or any claim which Liberty could have alleged or was required to allege in the Litigation. Notwithstanding anything to the contrary, the release described in this Section 5 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.

6. Unknown Fact. Liberty 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. Liberty 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. Liberty 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.

7. Performance of Additional Acts. The parties agree to perform such acts and to prepare, execute, file, or record any 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

LIBERTY SIERRA VISTA, LLC

_____ _____
Dated By: _____, its_____

N

25 12.5 0 25 50

Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Hereon are Based on a Full Scale Sheet Size of 11" x 17".

Scale: 1" = 50'

Legend

- Proposed Temporary Easement
- Proposed Permanent Drainage Easement
- Property Limits
- Existing Drainage Easement

Exhibit A

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

SSD 121 - Puppy Dog Coulee
Hotel Revel Easements

Project Name: Puppy Dog Coulee	
Project No: R22232	
Scale:	1" = 50'
Date:	2/11/2025
Drawn By:	CDJ
Appr By:	SLE

SETTLEMENT AGREEMENT

This Settlement Agreement made this _____ day of November 2025, by and between Liberty Sierra Vista, LLC (hereinafter "Liberty") and City of Minot, a North Dakota municipal corporation (hereinafter "City").

WHEREAS, the City is constructing improvements to its stormwater collection system.

WHEREAS, the City offered to purchase easements on the following property (hereinafter the "Property") from Liberty.

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AND

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A map of the above takings is attached and incorporated as Exhibit A.

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WHEREAS, Liberty answered the City's Complaint generally denying the allegations made therein.

WHEREAS, DCI Credit Services, Inc. has not answered the City's Complaint and has failed to make any appearance.

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 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:

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4. Final Order of Taking. Liberty agrees and consents to the Court's entry of a final order of taking which includes a temporary easement on similar terms to those in the Court's order of March 29, 2025, for a period of 13 months commencing June 1, 2025, and a permanent

easement on similar terms to those the Court's order of March 29, 2025.

5. 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, or any claim which Liberty could have alleged or was required to allege in the Litigation. Notwithstanding anything to the contrary, the release described in this Section 5 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.

6. Unknown Fact. Liberty 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. Liberty 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. Liberty 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.

7. Performance of Additional Acts. The parties agree to perform such acts and to prepare, execute, file, or record any 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

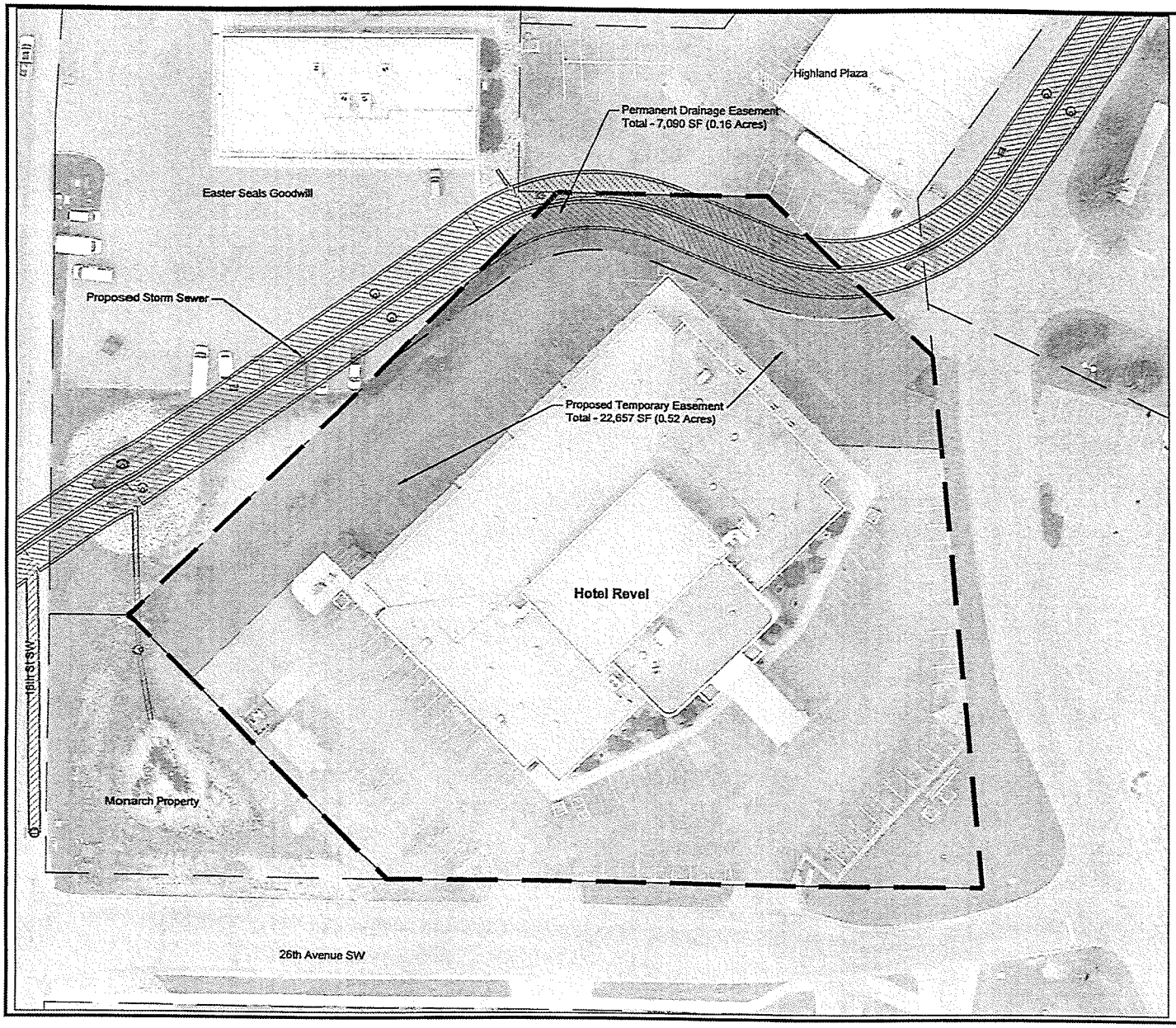
_____
Dated

_____
David Lakefield, Its City Finance Director

LIBERTY SIERRA VISTA, LLC

11/10/2025
Dated

By: [illegible], its Member



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Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Hereon are Based on a Full Scale Sheet Size of 11" x 17".

Scale: 1" = 50'

Legend

- Proposed Temporary Easement
- Proposed Permanent Drainage Easement
- Property Limits
- Existing Drainage Easement

Exhibit A

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

SSD 121 - Puppy Dog Coulee
Hotel Revel Easements

Project Name: Puppy Dog Coulee	
Project No: R22232	
Scale:	1" = 50'
Date:	2/11/2025
Drawn By:	CDJ
Appr By:	SLE

TO: Mayor and Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: November 17, 2025

SUBJECT: **NDDOT FEDERAL AID PROJECT SOLICITATIONS 2027-2030 (4985)**

I. RECOMMENDED ACTION

It is recommended City Council approve the following projects be submitted to the CDMPO/NDDOT for programming:

1. **2028 Transportation Alternatives: SRTS Pedestrian Ramp Replacements**
2. **2029 Urban Grant Program: 3rd Street SE Reconstruction Segment 2**
3. **2029 or 2030 Highway Safety Improvement Grant: Burdick Expressway Pedestrian Signals**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Each fall, the NDDOT solicits agencies for federal aid projects to be programmed in future years. Engineering staff reviews the program solicitation, reviews the infrastructure needs of the city, and brings forward suggested projects for the council to consider. If Council wishes to proceed with a project, the project is then forwarded to the Central Dakota MPO (CDMPO) Policy Board for their approval. If approved, the project application is completed by engineering staff and the CDMPO Executive Director submits the application to the NDDOT.

B. Proposed Project

Below is a listing of each program solicitation, the proposed project, and details. Maps and exhibits are attached to the memo.

Urban Grant Program Solicitation:
The Urban Grant Program (UGP) focuses on projects within the identified urban core of the city on federal aid routes. The solicitation year is 2029. In 2027, the city plans to be under construction for Segment 1 of the 3rd Street and Central Avenue Reconstruction project, which is an UPG program project. Constructing Segment 2 in 2029 will complete the 3rd Street corridor in the urban core boundary.

Transportation Alternatives Solicitation:
The Transportation Alternatives (TA) program focuses on projects such as pedestrian and bicycle projects, safe routes to schools, streetscapes and corridor landscaping, or other similar projects. Traditionally, the city has pursued bike paths or safe routes to school projects and has been very successful in obtaining grant funding.

For the 2028 solicitation, staff is recommending that council apply for funding to upgrade curb ramps to meet ADA/PROWAG requirements. The City is mandated to replace intersection sidewalk crossings for compliance with federal law. This is typically done as streets are reconstructed or sidewalk projects are initiated. This program could help the City replace more ramps at an accelerated rate. Staff has reviewed several locations around Minot and located a neighborhood with an established sidewalk network between Bel Air and Longfellow Elementary schools. This area has a high density of housing where new curb ramps will be most beneficial.

Highway Safety Improvement Program (HSIP):
HSIP projects focus on safety improvements on the transportation system. Some past projects include pedestrian crossing signals on Burdick Expressway, Intersections Improvements at Evergreen Ave/US 2-52, and Citywide Traffic Signal Improvements.

For the 2029 solicitation year, staff is recommending the two antiquated pedestrian signals on Burdick Expressway across from the Fair Grounds be replaced with new overhead rectangular rapid flashing beacons (RRFB) signals. These signals will be nearly identical to the ones across from Ward County Courthouse and Roosevelt Park and Zoo. Both of those signals were installed with HSIP grants. If selected and since the signals are on a federal highway, the City's cost share drops to 5% of the project construction cost.

Other NDDOT Solicitations Not Being Applied for:
The NDDOT has also requested projects applicable to Planning and Rail, Urban Roads/Urban Regional. While staff can always find projects to complete somewhere in the City, none have risen to the level where a project must be applied for in this solicitation or staff is waiting on additional funding needed to match the program.

C. Recommendation Detail
Applying for federal funding to help pay for transportation projects helps to reduce the local tax burden for these projects. The recommended projects are

replacements of existing infrastructure that is at the end of its useful life, is non-compliant with federal regulations, and has public safety benefits.

IV. IMPACT

A. Aspirations
Safe and Welcoming, Resilient and Prepared

B. Service/Delivery Impact:
All of the requested projects will replace infrastructure that is aging, non-compliant with federal requirements, and will enhance the safety of the traveling public.

C. Fiscal Impact
The project estimates are very preliminary at this time. The estimates below will be updated as preliminary engineering is completed.

Project Costs

2028 Transportation Alternatives: SRTS Pedestrian Ramp Replacements

Expenses:
Construction Cost: $849,928
Engineering, Easement Acquisition, Testing: 315,000
Total Cost: $1,164,928

2029 Urban Grant Program: 3rd St Reconstruction Segment 2

Expenses:
Construction Cost: $9,820,000
Engineering, ROW, Permitting, Testing: $2,112,000
Total Cost: $11,932,000

2029 or 2030 Highway Safety Improvement Program: Burdick Expressway Pedestrian Signals

Expenses:
Construction: $834,441
Engineering, Easement Acquisition, Testing: $38,100
Total: $872,541

Project Funding

2028 Transportation Alternatives: SRTS Pedestrian Ramp Replacements

Revenue:
NDDOT TA Funding: $687,847
City Local Funding - Sales Tax Improvements:$477,081
Total: $1,164,928

2029 Urban Grant Program: 3rd St Reconstruction Segment 2

Revenue:
Federal Funds: $4,600,000 (2029)
Utility Reserves: $1,936,330 (2029)
Hub City: $5,395,670 (2027 and 2029)
Total: $11,932,000

2029 or 2030 Highway Safety Improvement Program: Burdick Pedestrian Signals

Revenue:
Federal Funds: $750,997
State Funds: $41,772
Local Funds - Sales Tax Improvements: $79,882
Total: $872,541

VI. ALTERNATIVES

Alternative 1: Council can deny any proposed project requests or request staff develop a different project.

Engineer's Estimate

2028 Bel Air & Longfellow Safe Routes to School

29-Oct-25

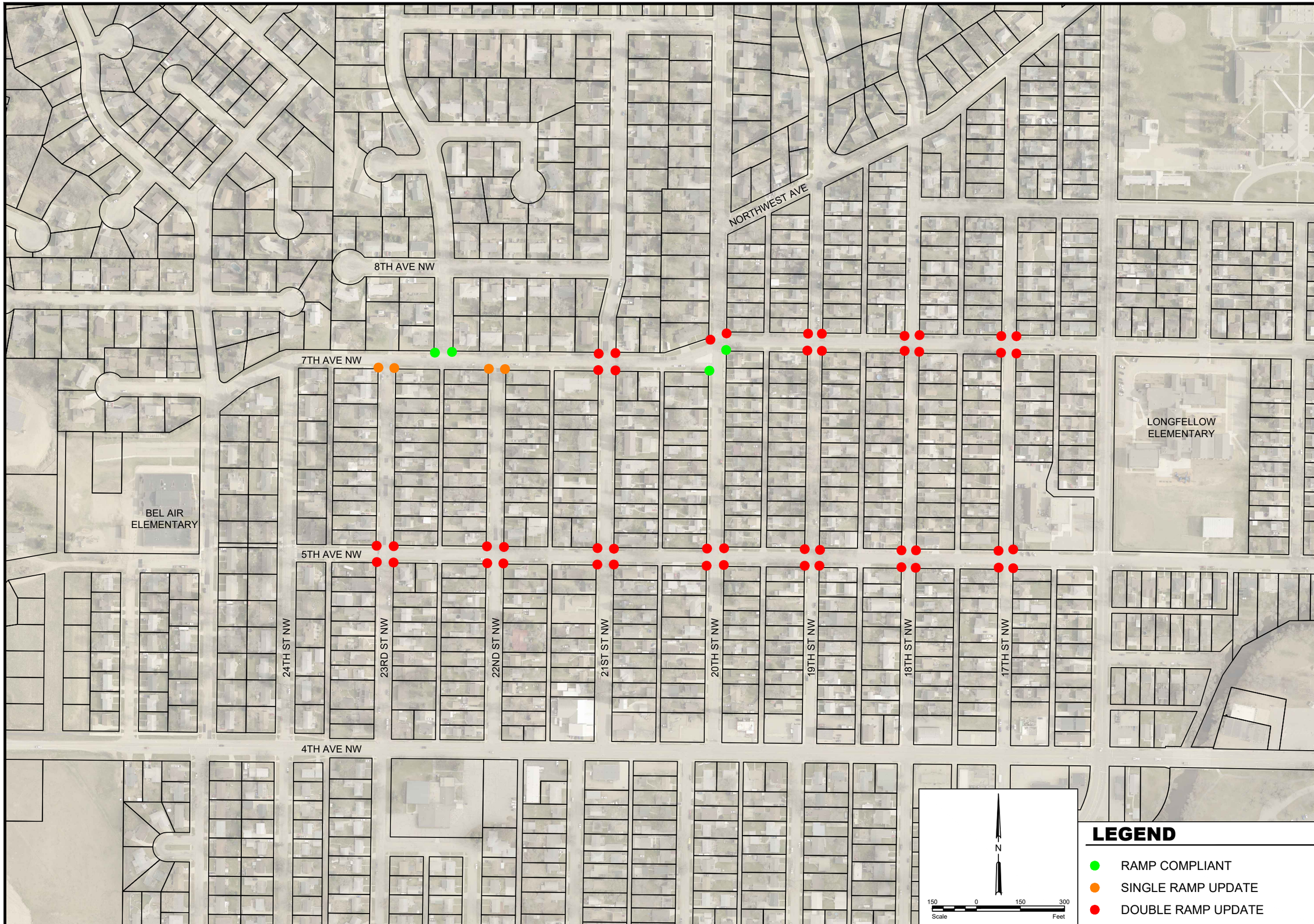
Item	Spec	Code	Description	Unit	Quantity	Unit Price	Amount
1	103	100	CONTRACT BOND	L SUM	1	$ 20,000.00	$ 20,000.00
2	201	330	REMOVAL OF CONCRETE PAVEMENT	SY	1345	$ 23.00	$ 30,935.00
3	202	114	REMOVAL OF CURB AND GUTTER	LF	1210	$ 13.00	$ 15,730.00
4	202	130	COMMON EXCAVATION - TYPE C	CY	134	$ 50.00	$ 6,700.00
5	202	132	TOPSOIL-IMPORTED	CY	134	$ 45.00	$ 6,030.00
6	203	103	SEEDING CLASS III	ACRE	0.400	$ 20,000.00	$ 8,000.00
7	203	119	HYDRAULIC MULCH	SY	5229	$ 3.00	$ 15,687.00
8	251	300	AGGREGATE BASE COURSE CL 5	TON	417	$ 60.00	$ 25,020.00
9	253	200	COMMERCIAL GRADE HOT MIX ASPHALT	TON	60	$ 440.00	$ 26,400.00
10	302	120	MOBILIZATION	L SUM	1	$ 100,000.00	$ 100,000.00
11	430	500	TRAFFIC CONTROL	L SUM	1	$ 10,000.00	$ 10,000.00
12	702	100	REMOVE & REPLACE GATE VALVE BOX	EA	4	$ 6,000.00	$ 24,000.00
13	704	1100	SPRINKLER RELOCATION	L SUM	1	$ 20,000.00	$ 20,000.00
14	724	275	CURB & GUTTER	LF	1210	$ 70.00	$ 84,700.00
15	724	1035	CURB-TYPE I	LF	400	$ 80.00	$ 32,000.00
16	748	100	PIGMENTED IMPRINTED CONCRETE	SY	324	$ 200.00	$ 64,800.00
17	748	520	SIDEWALK CONCRETE 4 IN	SY	834	$ 125.00	$ 104,250.00
18	748	1030	SIDEWALK CONCRETE 6 IN	SY	513	$ 170.00	$ 87,210.00
19	750	30	DETECTABLE WARNING PANELS	SF	960	$ 95.00	$ 91,200.00

1	**Total Eligible Construction Cost**	**$**	**772,662.00**
2	**10% Contingency**	**$**	**77,266.20**
3	**Total Eligible Cost Plus Contingency**	**$**	**849,928.20**
4	**NDDOT - 80.93%**	**$**	**687,846.89**
5	**City of Minot - 19.07%**	**$**	**162,081.31**
	Total	**$**	**849,928.20**

Other Ineligible Costs

Preliminary Engineering (Work performed by City Staff)	$	-
Construction Engineering	$	200,000.00
Temporary Construction Easements (50 parcels at ~$300 each)	$	15,000.00
Temporary Construction Easement Acquisition (Estimated)	$	75,000.00
Independent Agency Testing	$	25,000.00

6	**Total Other Ineligible Cost**	**$**	**315,000.00**
7	**Total NDDOT Eligible**	**$**	**687,846.89**
8	**Total City of Minot Cost Share (Lines 5 + 6)**	**$**	**477,081.31**
	Total Project Cost	**$**	**1,164,928.20**



LEGEND

- RAMP COMPLIANT
- SINGLE RAMP UPDATE
- DOUBLE RAMP UPDATE

City of Minot

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

2028 SRTS

BEL AIR & LONGFELLOW SRTS PROJECT LOCATION MAP

Surveyed by	JH
Drawn by	AR
Designed by	JH
Date	10/31/2025
Project No.	4985

SHEET 1 OF 1

P:\PROJECTS\4985 - NDDOT Project Solicitations 2027-2030\Correspondence\Ramp Updates.dwg-Update Map-10/31/2025 11:09 AM-(alicia.romann)

LEGEND

PROPOSED OVERHEAD RRFB SIGNAL

City of Minot

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

2027 - 2030 HSIP APPLICATION

BURIDCK EXPWY E RRFB SIGNALS

Surveyed by	-
Drawn by	AR
Designed by	SJ
Date	11/03/2025
Project No.	4985

SHEET

1 OF 1

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Engineer's Estimate

2030 State Fair Flashing Beacon Improvement

3-Nov-25

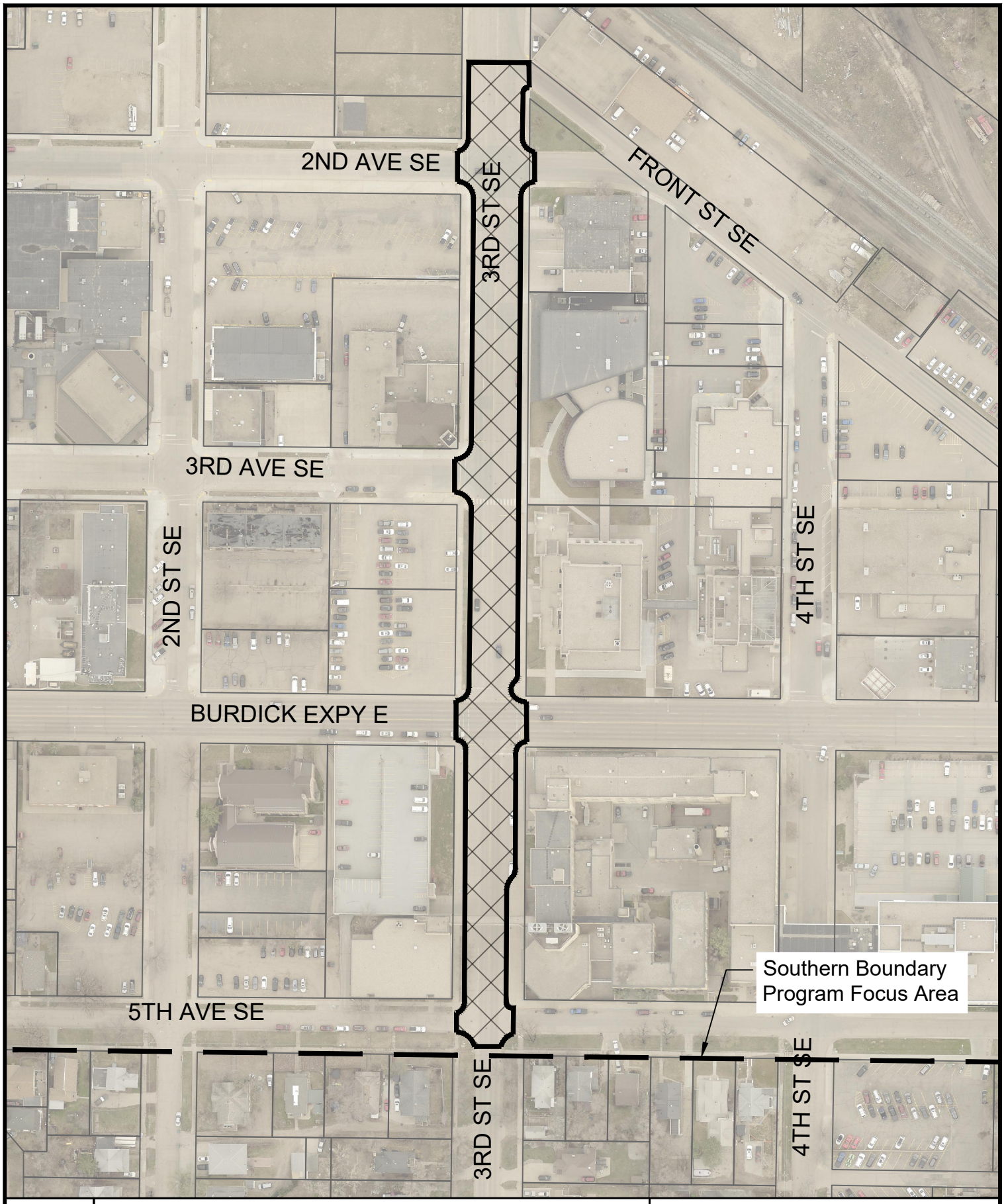
Item	Spec	Code	Description	Unit	Quantity	Unit Price	Amount
1	103	100	CONTRACT BOND	L SUM	1	$ 5,000.00	$ 5,000.00
2	201	330	REMOVAL OF CONCRETE PAVEMENT	SY	35	$ 24.50	$ 857.50
3	202	114	REMOVAL OF CURB AND GUTTER	LF	110	$ 15.00	$ 1,650.00
4	251	300	AGGREGATE BASE COURSE CL 5	TON	185	$ 65.00	$ 12,025.00
5	253	200	COMMERCIAL GRADE HOT MIX ASPHALT	TON	50	$ 465.00	$ 23,250.00
6	302	120	MOBILIZATION	L SUM	1	$ 10,000.00	$ 10,000.00
7	430	500	TRAFFIC CONTROL	L SUM	1	$ 2,500.00	$ 2,500.00
8	724	275	CURB & GUTTER	LF	160	$ 85.00	$ 13,600.00
9	724	1035	CURB-TYPE I	LF	20	$ 90.00	$ 1,800.00
10	748	100	PIGMENTED IMPRINTED CONCRETE	SY	50	$ 225.00	$ 11,250.00
11	748	520	SIDEWALK CONCRETE 4 IN	SY	20	$ 135.00	$ 2,700.00
12	748	1030	SIDEWALK CONCRETE 6 IN	SY	10	$ 185.00	$ 1,850.00
13	750	30	DETECTABLE WARNING PANELS	SF	20	$ 105.00	$ 2,100.00
14	772	2170	RAPID RECT FLASHING BEACON SYSTEM-MA MOUNTED	EA	4	$ 165,000.00	$ 660,000.00
15	772	3150	REMOVE FLASHING BEACON SYSTEM	EA	4	$ 2,500.00	$ 10,000.00

1	**Total Eligible Construction Cost**	**$**	**758,582.50**
2	**10% Contingency**	**$**	**75,858.25**
3	**Total Eligible Cost Plus Contingency**	**$**	**834,440.75**
4	**Federal - 90%**	**$**	**750,996.68**
5	**NDDOT - 5%**	**$**	**41,722.04**
6	**City of Minot - 5%**	**$**	**41,722.04**
	Total	**$**	**834,440.76**

Other Ineligible Costs

Preliminary Engineering (Work performed by City Staff)	$	-
Construction Engineering	$	30,000.00
Temporary Construction Easements (2 parcels at ~$300 each)	$	600.00
Temporary Construction Easement Acquisition (Estimated)	$	5,000.00
Independent Agency Testing	$	2,500.00

7	**Total Other Ineligible Cost**	**$**	**38,100.00**
8	**Total NDDOT Eligible**	**$**	**792,718.72**
9	**Total City of Minot Cost Share (Lines 6 +7)**	**$**	**79,822.04**
	Total Project Cost	**$**	**872,540.76**



N
W E
S
SCALE: 1" = 150'

3rd Street and Central Avenue
Reconstruction Project – Phase 2

City of Minot

3rd St and Central Ave Reconstruction Engineer's Estimate
3rd St and Central Ave Reconstruction Phase 2 - 1st Ave SE to 5th Ave SE
Updated 10/28/2025

Item	Description	Unit	Quantity	Unit Price	Federal	Local	Amount
1	CONTRACT BOND	LS	1	$ 80,000.00	$ 64,744.00	$ 15,256.00	$ 80,000.00
2	MOBILIZATION	LS	1	$ 700,000.00	$ 566,510.00	$ 133,490.00	$ 700,000.00
3	TRAFFIC CONTROL	LS	1	$ 75,000.00	$ 60,697.50	$ 14,302.50	$ 75,000.00
4	TEMPORARY PEDESTRIAN ROUTE	LS	1	$ 80,000.00	$ 64,744.00	$ 15,256.00	$ 80,000.00
5	REMOVE CONCRETE PAVEMENT	SY	8591	$ 30.00	$ 208,580.89	$ 49,149.11	$ 257,730.00
6	REMOVE ASPHALT PAVEMENT	SY	200	$ 20.00	$ 3,237.20	$ 762.80	$ 4,000.00
7	REMOVE CURB & GUTTER	LF	2966	$ 15.00	$ 36,005.76	$ 8,484.24	$ 44,490.00
8	REMOVE SIDEWALK	SY	2895	$ 15.00	$ 35,143.85	$ 8,281.15	$ 43,425.00
9	REMOVE STRUCTURES ALL TYPES AND SIZES	EA	24	$ 2,000.00	$ 38,846.40	$ 9,153.60	$ 48,000.00
10	REMOVE STORM SEWER PIPE ALL TYPES AND SIZES	LF	1268	$ 48.00	$ 49,257.24	$ 11,606.76	$ 60,864.00
11	REMOVE SANITARY SEWER PIPE ALL TYPES AND SIZES	LF	1553	$ 15.00	$ -	$ 23,295.00	$ 23,295.00
12	REMOVE WATERMAIN ALL TYPES AND SIZES	LF	1618	$ 30.00	$ -	$ 48,540.00	$ 48,540.00
13	REMOVE TRAFFIC SIGNAL	EA	2	$ 10,000.00	$ 16,186.00	$ 3,814.00	$ 20,000.00
14	COMMON EXCAVATION	CY	5270	$ 30.00	$ 127,950.33	$ 30,149.67	$ 158,100.00
15	GEOTEXTILE FABRIC TYPE R1	SY	8592	$ 3.80	$ 26,423.32	$ 6,226.28	$ 32,649.60
16	AGGREGATE BASE CLASS 5	TN	6564	$ 35.00	$ 185,928.58	$ 43,811.42	$ 229,740.00
17	8" CONCRETE PAVEMENT CLASS AE DOWEL	SY	8592	$ 170.00	$ 1,182,095.95	$ 278,544.05	$ 1,460,640.00
18	CURB & GUTTER 30 IN	LF	2966	$ 88.00	$ 211,233.77	$ 49,774.23	$ 261,008.00
19	4" CONCRETE SIDEWALK	SY	2195	$ 145.00	$ 257,579.96	$ 60,695.04	$ 318,275.00
20	4" PIGMENT IMPRINTED CONCRETE	SY	850	$ 236.00	$ 162,345.58	$ 38,254.42	$ 200,600.00
21	12" PVC WATERMAIN	LF	1367	$ 175.00	$ -	$ 239,225.00	$ 239,225.00
22	8" PVC WATERMAIN	LF	250	$ 150.00	$ -	$ 37,500.00	$ 37,500.00
23	6" PVC WATERMAIN	LF	60	$ 130.00	$ -	$ 7,800.00	$ 7,800.00
24	4" PVC WATERMAIN	LF	60	$ 110.00	$ -	$ 6,600.00	$ 6,600.00
25	12" GATE VALVE	EA	7	$ 14,000.00	$ -	$ 98,000.00	$ 98,000.00
26	8" GATE VALVE	EA	4	$ 5,000.00	$ -	$ 20,000.00	$ 20,000.00
27	6" GATE VALVE	EA	4	$ 4,500.00	$ -	$ 18,000.00	$ 18,000.00
28	4" GATE VALVE	EA	4	$ 3,500.00	$ -	$ 14,000.00	$ 14,000.00
29	1.5" WATER SERVICE	EA	4	$ 6,500.00	$ -	$ 26,000.00	$ 26,000.00
30	FITTINGS	LB	3000	$ 33.00	$ -	$ 99,000.00	$ 99,000.00
31	FIRE HYDRANT	EA	4	$ 12,000.00	$ -	$ 48,000.00	$ 48,000.00
32	TEMPORARY WATER	LS	1	$ 120,000.00	$ -	$ 120,000.00	$ 120,000.00
33	SANITARY SEWER BYPASS	LS	1	$ 200,000.00	$ -	$ 200,000.00	$ 200,000.00
34	12" PVC SANITARY SEWER	LF	1553	$ 175.00	$ -	$ 271,775.00	$ 271,775.00
35	60" MANHOLE	EA	7	$ 15,000.00	$ -	$ 105,000.00	$ 105,000.00
36	6" PVC SEWER SERVICE	EA	8	$ 5,000.00	$ -	$ 40,000.00	$ 40,000.00
37	18" RCP STORM SEWER	LF	90	$ 127.00	$ 5,715.00	$ 5,715.00	$ 11,430.00
38	24" RCP STORM SEWER	LF	900	$ 170.00	$ 76,500.00	$ 76,500.00	$ 153,000.00
39	36" RCP STORM SEWER	LF	500	$ 280.00	$ 70,000.00	$ 70,000.00	$ 140,000.00
40	2X3 CATCH BASIN	EA	6	$ 6,000.00	$ 18,000.00	$ 18,000.00	$ 36,000.00
41	2X6 CATCH BASIN	EA	4	$ 11,000.00	$ 22,000.00	$ 22,000.00	$ 44,000.00
42	72" CATCH BASIN MANHOLE	EA	4	$ 21,000.00	$ 42,000.00	$ 42,000.00	$ 84,000.00
43	INLET SLOTTED DRAIN	LF	600	$ 125.00	$ 37,500.00	$ 37,500.00	$ 75,000.00
44	72" MANHOLE	EA	3	$ 14,000.00	$ 21,000.00	$ 21,000.00	$ 42,000.00
45	STREET LIGHT FEED POINT	EA	1	$ 13,500.00	$ 10,925.55	$ 2,574.45	$ 13,500.00
46	STREET LIGHT WIRE	LF	6000	$ 6.75	$ 32,776.65	$ 7,723.35	$ 40,500.00
47	2" HDPE CONDUIT	LF	2800	$ 11.50	$ 26,059.46	$ 6,140.54	$ 32,200.00
48	PULL BOX	EA	3	$ 1,500.00	$ 3,641.85	$ 858.15	$ 4,500.00
49	STREET LIGHT TYPE C DECORATIVE	EA	9	$ 11,000.00	$ 80,120.70	$ 18,879.30	$ 99,000.00
50	STREET LIGHT TYPE A DECORATIVE	EA	9	$ 7,000.00	$ 50,985.90	$ 12,014.10	$ 63,000.00
51	STREET FURNITURE	EA	5	$ 3,000.00	$ 12,139.50	$ 2,860.50	$ 15,000.00
52	PEDESTRIAN TRAFFIC SIGNAL	EA	1	$ 150,000.00	$ 121,395.00	$ 28,605.00	$ 150,000.00
53	20% UNDEVELOPED DESIGN DETAILS	LS	1	$ 1,200,000.00	$ 971,160.00	$ 228,840.00	$ 1,200,000.00
	TOTAL				$ 4,899,429.94	$ 2,800,956.66	$ 7,700,386.60
			10%	CONTINGENCY	$ 489,942.99	$ 280,095.67	$ 770,038.66
				TOTAL CONSTRUCTION	$ 5,389,372.93	$ 3,081,052.33	$ 8,470,425.26
				TOTAL CONSTRUCTION WITH INFLATION TO 2029	$ 6,247,760.32	$ 3,571,784.08	$ 9,819,544.40

20%	ENGINEERING	$ 1,963,908.88
1%	MISCELLANEOUS	$ 98,195.44
	EASEMENTS PERMITTING	$ 50,000.00
	PROJECT TOTAL	$ 11,931,648.73
	FEDERAL	$ 6,247,760.32
	LOCAL	$ 5,683,888.41
	LOCAL IF FEDERAL CAPPED AT $4,600,000	$ 7,331,648.73

SUMMARY OF COSTS		
UTILITY	LOCAL	FEDERAL
WATER	$ 734,125.00	$ -
SANITARY SEWER	$ 616,775.00	$ -
STORM SEWER	$ 585,430.00	$ 242,540.24
TOTAL UTILITY COST	$ 1,936,330.00	$ 242,540.24
TOTAL STREET IMPROVEMENT COST	$ 3,283,214.40	$ 4,357,459.76
ENGINEERING	$ 1,963,908.88	
MISCELLANEOUS	$ 98,195.44	
EASEMENTS	$ 50,000.00	
TOTAL SUMMARY OF COSTS	$ 7,331,648.73	$ 4,600,000.00

TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: November 17, 2025

SUBJECT: **STREET DIVISION F750 BID SELECTION AND BUDGET AMENDMENT**

I. RECOMMENDED ACTION

1. **It is recommended City Council approve the budget amendment on the first reading in the amount of $85,000 from Street Dept 3rd party snow removal to the capital equipment fund;**
2. **Approve the bid selection of Westlie's Truck Center; and**
3. **Authorize the Mayor and Staff to sign applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Unit 714, a 1999 GMC permanent salt and sand truck, has been indispensable in winter sanding operations within the City. However, its prolonged service has led to numerous mechanical problems, most notably a heavily corroded wiring harness requiring full replacement. The increasing maintenance costs and difficulty in sourcing parts have highlighted the need for the vehicle's replacement. The street department, which relies on three permanent salt and sand trucks and four additional vehicles equipped with slide-in boxes for these operations, has faced similar issues with the two GMC Topkick trucks (1991 and 1997 GMC Topkick). To note, last winter, the entire fleet of seven salt and sand vehicles traveled 9,781 miles performing this critical safety function for the City.

B. Proposed Project

To replace Unit 714, a 1999 GMC Topkick truck, the City staff proposes allocating $85,000 from the third-party snow removal services budget (44220) to the capital equipment fund (57500). This allocation will facilitate the procurement of a new gas-powered 2-ton single-axle truck, to enhance winter sanding operations and mitigate maintenance on the aging fleet. During the summer, the new truck will be utilized to haul street department equipment, thereby freeing a

tandem dump truck for other tasks. The sanding unit will be detachable, allowing for its replacement with a flatbed for seasonal use. Standard procurement policy processes were followed. Only one of the three bidders submitted a quote by the due date (two weeks of advertisements and an additional ten days before the bid opening date). Westlie Truck Center's bid of $69,968.00 was the best and only viable submission based on procurement policy, coming in under the staff estimate. Additional upfitting costs to procure materials and supplies, with Fleet Shop staff completing the upfit in-house, brings the total expenditure to $85,000.

C. Recommendation Detail

The recommendation was based on winter operations requirements outlined in the Snow and Ice Control plan for salt and sand vehicle availability, and based on the City's procurement policy.

IV. IMPACT

A. Aspirations

Resillient and Prepared.

B. Service/Delivery Impact:

Replacing Unit 714 with a new gas-powered 2-ton single axle truck will enhance the city's winter sanding operations by providing more reliable service and reducing maintenance issues. This new truck will also increase efficiency by allowing the tandem dump truck to be used for other essential tasks during the summer.

C. Fiscal Impact

Project Costs

Budget Amendment:

- Third Party Snow Removal (10040000 44220): $85,000 - moved to
- Capital Equipment (42040000 57500)

NOTE: Westlie's Truck Center Bid $69,968 plus Shop unfitting costs to be completed by City staff.

Project Funding

10040000 44220: (BA-FROM) $85,000
42040000 57500: (BA-TO) $85,000

VI. ALTERNATIVES

If Council elects not to approve the budget amendment and/or the bid selection, the Street Division would reduce its Snow and Ice Control capabilities, which may result in decreased services and possible safety concerns with respect to ice formation on City roadways.

BID PROPOSAL
STREET DEPARTMENT
ONE (1) SINGLE AXLE TRUCK Cab And Chassis
03 November 2025

The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax or other applicable taxes. The tax-exempt number is E4351.

Bid for One (1) Single Axle Trucks Cab and Chassis $ 69,968.00

Make/Model 2027 Ford F750 25,999 GVWR

In submitting this bid, it is understood that the contract will be awarded on the basis of lowest and best bid, that the right to reject any and all bids is reserved by the owner, and it is agreed that this bid may not be withdrawn 60 days after actual date of the opening. Payment will be made within 30 days after acceptance of the unit.

The bidder hereby certifies: a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; b) that he has not directly or indirectly induced or solicited any other bidder to put in false or sham bid; c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the owner.

Signature

10/31/25
Date

Westlie Truck Center
Company Name

701-857-1617
Phone

1401 20th Ave S.E.
Minot, ND 58701
Address

May Approx. could be sooner
Delivery Date
Production has Not Started yet

Prepared for:
CITY OF MINOT
Prepared by: Robert Miller
10/29/2025

Westlie Motor Company | Hwy 2 & 52 Bypass East Minot North Dakota | 58701

2026 F-750 Gas Regular Cab Base (F7A)

Price Level: 615 | Quote ID: Minot

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$71,880.00
Options	$2,415.00
Colors	$0.00
Upfitting with Labor	$530.00
Fleet Discount	$0.00
Fuel Charge (12)	$0.00
Destination Charge	$2,495.00
Subtotal	$77,320.00

Pre-Tax Adjustments

Code	Description	MSRP
	Fleet Discount	-$7,352.00
Total		$69,968.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

General Bid Specifications

City of Minot, ND 58701

The City of Minot is exempt from state and federal excise and sales taxes, and no amounts for such taxes are to be included in the bid price.

The City Council reserves, to itself, the right to reject any or all bids and to award the contract as it deems necessary and for the best interest of the City of Minot.

Delivery of materials, supplies, or services contained in the bid shall be made to the Minot Public Works Building (1025 31st St. SE), and the price shall be FOB, Minot, North Dakota.

All envelopes must be sealed and marked plainly:

"Bid for One (1) Single Axle Truck Cab and Chassis"
"Project #" 4977

Bids will be opened in the office of the City Clerk at City Hall (10 3rd Ave SW), Minot, North Dakota, at 11:00 a.m., Monday, November 03, 2025. Bids received after this time will be returned, unopened, to the bidder. Bidders are invited to be present at the opening of the bid.

CITY OF MINOT

SREET DEPARTMENT
One (1) SINGLE AXLE TRUCK Cab and Chassis
November 2025

General :

The unit as specified under these specifications shall be the manufacturer's latest model, cab and chassis, and shall give GVW ratings of 25,999 pounds minimum with standard (not optional) equipment. It is understood that this standard GVW serves to determine the model bid, and that the delivered truck will have a significantly higher GVW. ***Any bidder unable to meet any portion of this specification may bid provided that all deviations are listed from any portion of this specification.*** Deviations from the specifications will be considered when making bid award. The owner reserves the right to reject any or all bid items and award on a lowest and best bid basis. The successful vendor shall submit a copy of the truck order sheet for written approval by the Public Works Director prior to ordering.

Detailed Truck Specifications

Cab to Axle Measurement	84 inches
Front Axle Capacity	12,000 Pounds
Rear Axle Capacity	21,000 pounds, multi-leaf springs, with overloads
Rear Axle Ratio	To be as necessary to provide a truck speed of 60 MPH at maximum rated engine RPM with the tires as specified. The axle ratio shall be approved, in writing, by the Fleet Manager prior to ordering.
Engine	Gas, 330 HP Minimum. Block heater/winter front
Transmission	6 Speed Wide Ratio Electronic Transmission with temp gauge with PTO Provision
Alternator	200 amp minimum
Brakes	Hydraulic Front/Rear. Dust shields all wheels.
Battery	1 -12 Volt 850 CCA (minimum) Master Disconnect
Frame	To be compatible with front and rear axle capacities. 25,999 GVW
Tires	4 -11R22.5 mud and snow (Goodyear G177 or equivalent) on rear 2 -11 R22.5 highway tread on front. All tires shall be radial tubeless type.
Wheels	Ten Hole Type, with front wheel oiling hubs..
Differential	Driver Controlled Differential Lock
Fuel Tank Capacity	50 gallons (minimum)

Bumper	Front with two towing hooks
Gauges	Voltmeter, Speedometer, Oil Pressure, Temperature, Fuel, Odometer, Tachometer, Hourmeter. All gauges shall be mounted in plain view of driver.
Cab	Short Conventional, Dome Light, Self Canceling Turn Signals, Two Sun Visors, Bostrom (or equal) Cloth Air Seat on Drivers Side, Cloth Bucket Seat on Passenger Side, Heater/Defroster, A/C, AM-FM Radio, Dual Electric Intermittent Windshield Wipers and Washers, Grab Handles on Both Sides of Cab, West Coast Type Heated Mirrors, and Clearance Lights.
Miscellaneous	Full Undercoating, Trailer Lighting Package, Electric Brake Controller, Rear Trailer Standard 7-pin connection, Upfitter switches and Back Up Alarm.
Warranty	Manufacturer's Standard Warranty
Manuals	Maintenance, Parts and Service Manuals, Electrical and Transmission Manuals, CD's or Web based manual
Exterior	Color to be determined, in writing, by the Public Works Director, prior to ordering truck. WHITE
Interior	The interior shall be brown or gray.
PTO	
Hood	Tilt hood with freestanding grill.

*****Service to be located within 50 miles of Minot**

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE STREET DEPARTMENTS CAPITAL EQUIPMENT EXPENDITURES AND DECREASE THIRD-PARTY SNOW REMOVAL FOR THE PURCHASE OF A 2026 F750 TRUCK AND APPROVE THE TRANSFER OF FUNDS.

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

§1: An ordinance amending the 2025 annual budget to increase the street departments capital equipment expenditures and decrease third-party snow removal for the purchase of a 2026 F750 truck:

42040000-57500		$85,000
10040000-44220		(85,000)

§2: Approve the transfer of funds:

10040000-49125		85,000
42000000-39101		(85,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: November 17, 2025

SUBJECT: **APPROVE CASE NO. FI-16, A REQUEST BY FIVE AND TWO VENTURES, LLC FOR A FACADE IMPROVEMENT FORGIVABLE LOAN IN THE AMOUNT OF $100,000.00 FOR PROPERTY LOCATED AT 13 1ST STREET SE**

I. RECOMMENDED ACTION

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

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Five and Two Ventures, owned by Jerrel and Lisa Brandt, is purchasing a building located at 13 1st Street SE. They are requesting facade improvement program funding to renovate the western facade of the building that faces 1st Street SE.

B. Proposed Project

The project will remove all inappropriate materials from the building and replace all doors and windows facing the street. They will install an ADA push-button door on the main entryway to the building, per city ordinance. The building's original fenestration will be completely utilized with windows and doors.

C. Recommendation Detail

Staff has reviewed the plans and believes they meet the minimum requirements of the program.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing — The Facade Improvement Program encourages property owners to beautify their facade.

B. Service/Delivery Impact:
The applicant must complete the improvements by November 30, 2026.

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

Project Costs
$100,000.00

Project Funding
Facade Improvement Program

VI. ALTERNATIVES

The City Council can refer this case back to the Renaissance Zone Review Board for more information or changes to the construction drawings.

City of Minot
Economic Development Division
Application for City of Minot Façade Improvement Program

Office Address: 1025 31st St SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: jonathan.rosenthal @minotnd.org
(701) 420-4524

APPLICANT INFORMATION

Five and Two Ventures (Jerel Brandt) [redacted]

Building Owner | Address | Primary Contact?

[redacted]

Phone | Email

Jerel Brandt [redacted]

Applicant (if different) | Address | Primary Contact?

Phone | Email

Is the applicant a subsidiary or direct/indirect affiliate of any other organization? Yes No

GENERAL INFORMATION

Building Address #13 1st St SE, Minot ND Property Zoning CBD

Year building was built and (approximate) dates of any exterior changes? 1917

Is the property currently occupied? Yes No

If no, what is the current use of the property? Residential

Please list each occupant of the facility in question, together with a description of the business use, their percentage of occupancy of the facility to be financed, and include a copy of their lease.

Occupant 1 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Occupant 2 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Occupant 3 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs

ADDITIONAL PROPERTY OWNER INFORMATION: list additional property owners below

Jerel and Lisa Brandt [redacted]

Additional Property Owner 1 | Address

[redacted] 100%

Phone | % Ownership

Additional Property Owner 2 | Address

Phone | % Ownership

Does any individual person or organization not listed above hold any interest in the property, directly or indirectly? Yes No

REQUIRED SUBMISSION MATERIALS

- Letter from licensed roofing contractor, architect, or engineer of 10-year roof life (with Photos)
- Proof of ownership and legal description
- Submit clear 5 X 7 inch photo(s) or digital images by email (preferred) of the entire façade, including separate photos of any details to be repaired, removed, etc.
- Submit/attach a copy of Minot Assessors Property Card
- Submit copies of any historic photos or blueprints of the property (electronic preferred or 5 X 7 or larger) No available
- Drawings of existing façade, if available. Walk through examination with the staff
- Drawings of proposed façade changes. (Conceptual Drawings or Plans of Proposed Work)

PROVIDE DESCRIPTION OF THE ORIGINAL FAÇADE (Materials, width and height, windows, year, style, design)
Original building plans and historic photos were not discovered. it is assumed that the original use of the building was an auto dealership. The facade is largely masonry and assumed that the original storefront was constructed of wood framed display windows and entrance. At some point in the buildings history, the storefront was removed and framed in then cladded with metal panel siding, non-arching brick and vinyl window

(Please ask your designer staff for some help if you need any advice)

PROVIDE DESCRIPTION OF RENOVATED FAÇADE (Materials, width and height, windows, year, design)
The framed-in area at the original storefront will be removed and replaced with aluminum clad wood storefront system, which is period correct. The 2nd floor apartments have double-hung windows, which are period correct, but an alternate was given for replacement.

(Please ask your designer staff for some help if you need any advice) (You may wish to consult an architect or design professional)

WORK TO BE PERFORMED (May submit on a separate sheet)	Estimated Cost
Design work	$29,750
Removal of inappropriate materials and other demos	
Repair or Replacement of display windows with	$140,700
Repair or Replacement of 2nd Floor and above façade windows (please talk to staff about this in advance)	$13,800
Installation of interior/exterior storm windows	
Repair or Replacement of doors with	
Cleaning of masonry (**NO** Sand or abrasive blasting)	
Repoint, Tuck Point Masonry	
Replacement of Masonry (if necessary)	
Repair or replacement of cornices or other decorative elements)	
Improvement of **INTERIOR** display windows (must include lighting, consider timer)	
Installation/repair of retractable or fixed awnings	
Building, planning, and encroachment fees (if required)	
Installation of sign lighting	
Installation of exterior lighting	
Repair of ornamental elements	
Other (list or attach)	
Contingency for demolition/hidden changes not to exceed 7%	
	Total Cost

AMOUNT AND SOURCE OF OTHER FUNDS INVOLVED IN PROJECT

Applicant Amount _____

Bank Amount $84,250

Equity/Investors Amount _____

Other Amount _____

Expected City Contribution $100,000

BID INFORMATION ON SEPARATE PAGES

DO NOT OBTAIN OR SUBMIT BID PAGES TO CITY STAFF WITHOUT A FINAL DESIGN APPROVED BY STAFF AND THE RENAISSANCE ZONE REVIEW BOARD

List of three contractors bids for complete bid (Attach bids or written requests for bids)

LOW	1 Rolac Construction	Base bid $140,700, bit alt $13,800
MID	2	
HIGH	3 Hight Construction	Base bid $191,092, bit alt $19,882

PUBLIC INFORMATION DISCLOSURE

Written permission from the property owner to apply and perform work (Name) Jerel Brandt

Attach written permission to this application (corporate authorization if needed)

I attest that the information that I provide herein is true, complete and accurate and that I am authorized to submit an application as, or on behalf of, the owner. I have read, I understand, and I agree to comply with all requirements of the Façade Improvement Program and the Design Standards.

Signed — Date: October 9, 2025

The applicant affirms that there are no taxes owed on the property or other properties in the City of Minot, and that there are no outstanding fees, judgments, or liens.

Signed — Date: October 9, 2025

The undersigned understands and agrees that all information furnished in connection with their application for the Façade Improvement Grant involves the use of public funds and as such may be made public pursuant to the statutes of the United States of America and the State of North Dakota

Applicant's Signature — Date: October 9, 2025

The undersigned attests that they have read and understood the Façade Program application, guidelines, policies, and all related materials and agrees that facing unknown structural and cosmetic repairs are inherent in the renovation process and that amendments for costs up to the maximum notwithstanding, that the applicant(s) will be responsible to complete work according to all guidelines and for overages that occur above that committed by contract to the project as estimated at the time of approval. Before work can begin, the applicant will schedule an on-site meeting with the general contractor and the Economic Development Administrator or the city's representative.

Applicant's Signature — Date: October 9, 2025

Review/Approval by Renaissance Zone Review Committee	Yes	No	Date:
On-Site: ALL Floors	Date:		
Design Review	Date:		
On-Site: Upper Story Evaluation	Date:		

Studebaker Building Façade Improvement
Dr. Jerel Brandt
R25065
September 16, 2025, 2:00 PM

Contractor	Bid Bond	License	ADDM-1	Base Bid	Alternate 1	Completion
Single Prime Construction Bid						
Rolac Construction	5%	✓	✓	$140,700.00	$13,800.00	180 days
Hight Construction	5%	✓	✓	$191,092.00	$19,882.00	180 days

STUDEBAKER BUILDING

FACADE IMPROVEMENTS

13 1ST ST SE, MINOT, ND 58701

*NOTE: PHOTO FOR REFERENCE PURPOSES ONLY. NOT FOR CONSTRUCTION.

SHEET INDEX

GENERAL

G000 COVER SHEET & SPECIFICATIONS

ARCHITECTURAL DEMOLITION

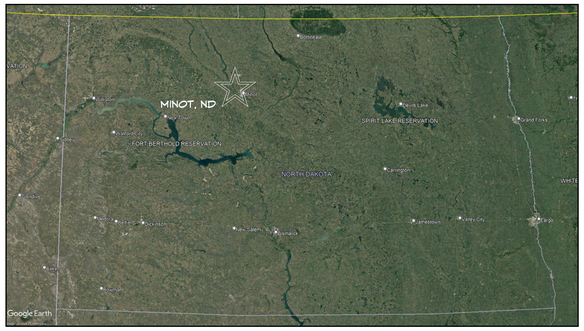
AD100 DEMOLITION PLAN

ARCHITECTURAL

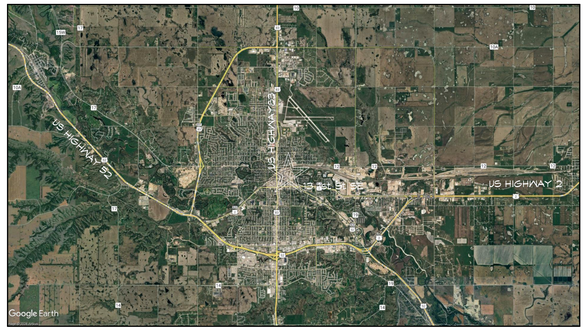
A101 FIRST FLOOR PLAN & ELEVATION

A201 SCHEDULES & DETAILS

VICINITY PLAN



LOCATION PLAN



PROJECT TEAM

OWNER

DR. JEREL BRANDT
brandtjerel@gmail.com

ARCHITECT

ACKERMAN-ESTVOLD
1907 17th St. SE
Minot, ND 58701
PH: 701-837-8737
CONTACT: PAUL KRAMER
paul.kramer@ackerman-estvold.com
PH: 701-857-9135

***SEE PROJECT MANUAL FOR SPECIFICATION DIVISIONS 00-02**

V. METALS:

A. EXTERIOR BRAKE-METAL TO BE PRE-FINISHED GALVANIZED STEEL WITH A BLACK FINISH.

VI. WOOD AND PLASTICS:

A. ROUGH CARPENTRY - PRIOR TO BUILDING ANY EXTERIOR OR INTERIOR WALLS, ALL FRAMING DIMENSION STRINGS SHOULD BE CHECKED BY THE FRAMING CONTRACTOR AND THE CONSTRUCTOR TO IDENTIFY ANY POTENTIAL FRAMING DISCREPANCIES IN DIMENSIONS. ANY DISCREPANCY SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR OWNER PRIOR TO BEGINNING FRAMING WORK.
   1. EXTERIOR WALL FRAMING - AS SHOWN ON THE PLANS AND NOTES - INSULATE ALL EXTERIOR CORNERS AND CONCEALED SPACES (HEADERS, ETC.) DURING FRAMING. ALL FRAMING MATERIAL TO BE GRADE STAMPED AS REQUIRED, WITH A MOISTURE CONTENT OF 19% OR LESS. DISCARD UNITS OF MATERIAL WITH DEFECTS THAT MIGHT IMPAIR THE QUALITY OF THE WORK AND UNITS THAT ARE TOO SMALL TO FABRICATE THE WORK WITH MINIMUM JOINTS OR THE OPTIMUM JOINT ARRANGEMENT. SECURELY ATTACH CARPENTRY WORK TO STEEL FRAMING BY ANCHORING AND FASTENING AS SHOWN AND AS REQUIRED BY RECOGNIZED STANDARDS. PROVIDE ALL BLOCKING NECESSARY FOR INSTALLATIONS OF ALL UTILITIES, ACCESSORIES, FIXTURES, ETC.
   2. FIRE BLOCKING - REQUIRED

B. WOOD FRAMING & SHEATHING - SEE DRAWINGS & IBG FOR INFORMATION.

C. MILLWORK -
   1. EXTENSION JAMBS (EXTERIOR DOORS & WINDOWS)
      A. SPECIES: MAPLE
      B. PROFILE:
      C. FINISH: STAINED & VARNISHED TO MATCH EXIST.
   2. CASING
      A. SPECIES: MAPLE
      B. PROFILE:
      C. FINISH: STAINED & VARNISHED TO MATCH EXIST.
      D. JOINTING: SCARF JOINT
   3. BASEBOARD
      A. SPECIES: WHITE MAPLE
      B. PROFILE:
      C. FINISH: STAINED & VARNISHED TO MATCH EXIST.
      D. JOINTING: SCARF JOINT

VII. THERMAL AND MOISTURE PROTECTION:

A. BATT INSULATION - GLASS-FIBER BLANKET INSULATION, UNFACED: ASTM C665, TYPE I; PASSING ASTM E136 FOR COMBUSTION CHARACTERISTICS. R-21 & R-13 R-VALUE, AS APPROVED BY ND STATE BUILDING CODE.

B. SPRAY FOAM INSULATION - APPROVED MANUFACTURERS: HOLGIM ENVERGE, BASF CORPORATION OR JOHNS MANVILLE
   1. SPRAY FOAM INSULATION - CLOSED CELL SPRAY FOAM WITH INTEGRAL SMOKE/FLAME RETARDANT TO ALLOW FOR EXPOSED INSTALLATION WITHOUT SECONDARY PROTECTION.

C. FLASHING - MATERIAL: INSTALL ALL FLASHING TO DIVERT WATER TO THE EXTERIOR OF THE BUILDING ENVELOPE. INSTALL ALL FLASHING PER STANDARDS OF THE INDUSTRY AND IN COMPLIANCE WITH SMACNA RECOMMENDATIONS. 24 GA. GALVANIZED IRON FINISH - PREFINISH FLASHING AT ALL VISIBLE AREAS TO BE BLACK FINISH - PREFINISHED OR PAINTED. ALL WORK PER SMACNA STANDARDS.

D. SEALANT & CAULKING - PROVIDE SEALANT AND CAULKING JOINTS AT ALL LOCATIONS INDICATED ON THE DRAWINGS AND AT ALL OTHER LOCATIONS PER INDUSTRY STANDARDS, TO INCLUDE JUNCTURES BETWEEN DRYWALL AND BASEBOARDS, DRYWALL AND INTERIOR TRIM. AT ALL JUNCTURES OF DISSIMILAR MATERIALS AND AT ALL TRIM JUNCTURES, PROVIDE SEALANT OR CAULKING.
   1. JOINT FILLERS - CLOSED CELL EXPANDED POLYETHYLENE, OPEN CELL POLYURETHANE FOAM OR AS RECOMMENDED BY THE SEALANT MANUFACTURER.
   2. EXTERIOR SEALANT AT WOOD, STONE AND VERTICAL CONCRETE - COLOR TO MATCH ADJACENT SURFACES BY TREMCO MONO 1 PART ACRYLIC POLYMER SEALANT
   3. INTERIOR CAULKING AT LATEX PAINTED AREA -COLOR TO MATCH ADJACENT SURFACE.

E. SHEET METAL FLASHINGS - COLOR- COATED STEEL: KYNAR 500 FLUOROPOLYMER COATING FACTORY APPLIED TO 24-GAUGE GALVANIZED STEEL, ASTM A653. SHEET METAL ITEMS NOT SPECIFICALLY NOTED ON THE DRAWINGS OR IN THE SPECIFICATION SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF THE ARCHITECTURAL SHEET METAL MANUAL PUBLISHED BY SHEET METAL AND AIR-CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC. (SMACNA). COLOR TO BE BLACK.

F. WEATHER BARRIER - TYVEK "COMMERCIALWRAP" W/ ACCESSORIES & FLASHINGS.

G. SELF ADHERING FLEXIBLE FLASHING - TYVEK FLEXWRAP

H. VAPOR BARRIER - POLYETHYLENE VAPOR RETARDERS: ASTM D4397, 6-MIL THICK SHEET, WITH MAXIMUM PERMEANCE RATING OF 0.1 PERM.

VIII. DOORS AND WINDOWS:

A. GENERAL - SUBMIT SHOP DRAWINGS IN ACCORDANCE WITH THIS SPECIFICATION FOR ALL ITEMS IN THIS DIVISION. INDICATE SIZES, LOCATIONS, QUANTITIES AND FINISH OPTIONS FOR OWNER'S SELECTION. SEE DOOR AND WINDOW SCHEDULES FOR ADDITIONAL INFORMATION.

B. DOORS - ALUMINUM CLAD DOOR
   a. SEE DRAWINGS AND SCHEDULES FOR BASIS OF DESIGN, SIZE, & COLOR.

C. WINDOWS - ALUMINUM CLAD WINDOWS
   a. SEE DRAWINGS AND SCHEDULES FOR BASIS OF DESIGN, OPERATING TYPES, SIZES, & COLOR.
   b. DIVIDERS (FALSE MUNTINS)
      1. QUANTITY AND TYPE: ONE PERMANENTLY LOCATED BETWEEN INSULATING-GLASS LITES.
      2. MATERIAL: MANUFACTURER'S STANDARD.
      3. PATTERN: AS INDICATED ON DRAWINGS.
      4. PROFILE: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE.
      5. COLOR: AS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE.

D. HARDWARE - SEE DRAWINGS FOR DOOR HARDWARE GROUP.

E. GLAZING - PROVIDE FULLY TEMPERED, INSULATED LOW-E ARGON FILLED GLASS UNITS AT EXTERIOR WINDOW AND DOORS.

IX. FINISHES:

A. GYPSUM BOARD
GYPSUM WALL BOARD (GWB) - 5/8" GWB ON CEILINGS & 5/8" GWB ON WALLS. ALL WALLS TO HAVE LEVEL 4 FINISH COATED WITH USG SHEETROCK BRAND, TUFF-HIDE PRIMER-SURFACER PRIOR TO PAINT PRIMER & TOP COATS. ALL WALLS TO BE SMOOTH IN TEXTURE.

B. RESILIENT BASE AND ACCESSORIES
VINYL BASE.
COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLING RESILIENT BASE.
TIGHTLY ADHERE RESILIENT BASE TO SUBSTRATE, MINIMUM LENGTH 4". CONTINUOUS CONTACT WITH HORIZONTAL AND VERTICAL SUBSTRATE. MITER OR COPE CORNERS TO MINIMIZE OPEN JOINTS.
BASES OF DESIGN: ROPPE, 700 SERIES, 4"
STYLE: B, COVE, ALL LOCATIONS
COLOR: AS SELECTED BY ARCHITECT FROM FULL RANGE OF MANUFACTURER'S COLORS.

C. PAINTING
PAINT ALL SURFACES AS INDICATED ON THE PLANS. ALL COLORS AND FINISHES TO BE APPROVED BY ARCHITECT/OWNER. REFER TO ROOM FINISH SCHEDULE FOR LOCATIONS.

MPI STANDARDS: PRODUCTS SHALL COMPLY WITH MPI STANDARDS INDICATED AND SHALL BE LISTED IN ITS MPI APPROVED PRODUCTS LIST.

COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS IN "MPI ARCHITECTURAL PAINTING SPECIFICATION MANUAL" APPLICABLE TO SUBSTRATES AND PAINT SYSTEMS INDICATED. APPLY PAINTS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND TO RECOMMENDATIONS IN "MPI MANUAL"

D. GYPSUM BOARD SUBSTRATES:
   1. HIGH PERFORMANCE ARCHITECTURAL LATEX SYSTEM MPI INT 92.B
   2. USG SHEETROCK BRAND, TUFF-HIDE PRIMER-SURFACER.
   3. PRIME COAT: PRIMER SEALER, LATEX, INTERIOR MPI # 50
   4. SE PROMAR 200 ZERO VOC, INTERIOR LATEX PRIMER
   5. INTERMEDIATE COAT: LATEX, INTERIOR, HIGH PERFORMANCE ARCHITECTURAL, MATCHING TOPCOAT.
   6. TOPCOAT: LATEX, INTERIOR, HIGH PERFORMANCE ARCHITECTURAL, SEMI-GLOSS (MPI GLOSS LEVEL 5) MPI #141
   7. SW PRO-INDUSTRIAL, ACRYLIC SIEM-GLOSS COATING.

E.

ACKERMAN-ESTVOLD
MINOT | WILLISTON | FARGO | BOISE
www.ackerman-estvold.com

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LICENSED ARCHITECT MATTHEW KALBERER 2590 DATE: 08.28.25 STATE OF NORTH DAKOTA

STUDEBAKER BUILDING

FACADE IMPROVEMENTS
13 1st St SE
Minot, ND 58701

DATE
08/28/2025

CONSTRUCTION DOCUMENTS

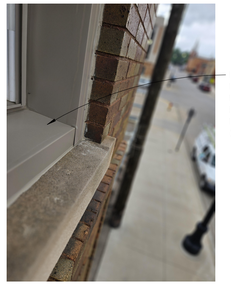
REVISION SCHEDULE

#	DATE	REVISION

PROJECT NO:	R25045
DRAWN BY:	KRK
CHECKED BY:	PTK

SHEET
G000
COVER SHEET & SPECIFICATIONS

5 AD100 EXIST. CONDITION - WDW HD
1" = 1'-0"



4 AD100 EXISTING WINDOW CONDITION
1" = 1'-0"

6 AD100 EXIST. CONDITIONS - WDW JAMB
1" = 1'-0"

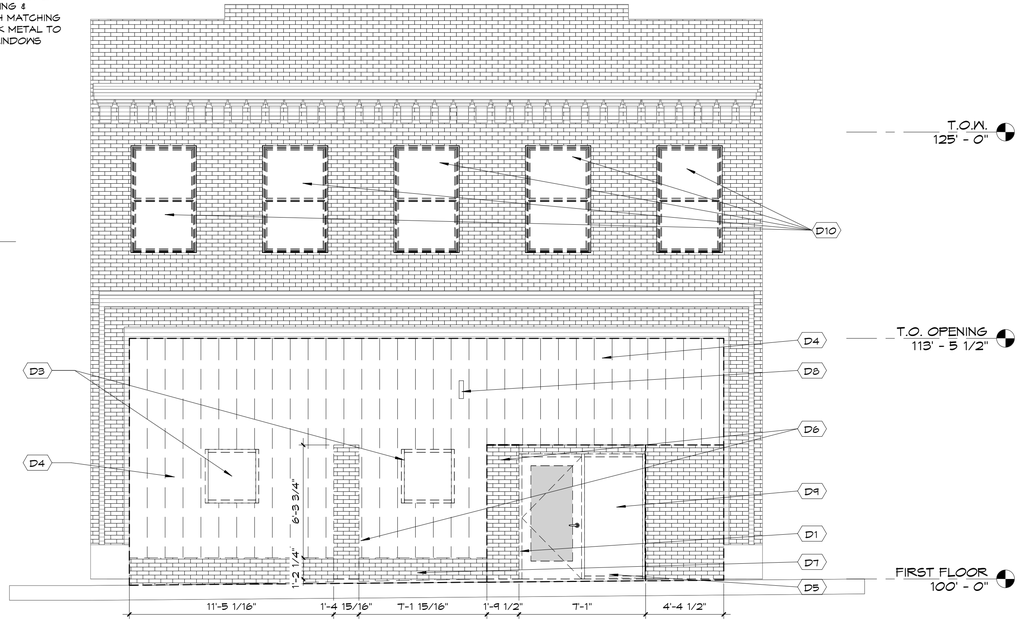
8 AD100 EXISTING CONDITION - CORNER
1" = 1'-0"

7 AD100 EXISTING CONDITION - DEMO
1" = 1'-0"

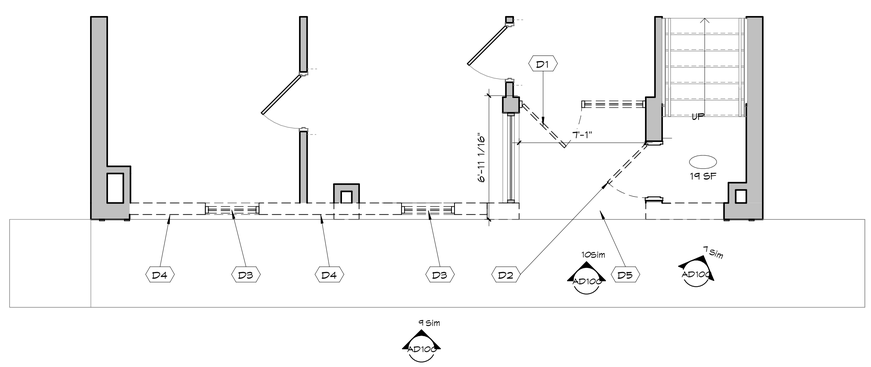
*NOTE: ALL PHOTOS ARE FOR REFERENCE PURPOSES ONLY.

10 AD100 EXISTING CONDITIONS - ENTRY
1" = 1'-0"

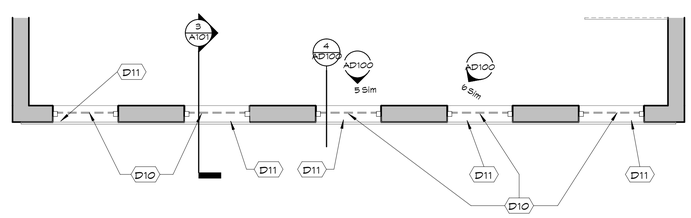
9 AD100 EXISTING CONDITION - FACADE
1" = 1'-0"



1 AD100 DEMOLITION WEST BUILDING ELEVATION
1/4" = 1'-0"



2 AD100 FIRST FLOOR DEMOLITION PLAN
1/4" = 1'-0"



3 AD100 SECOND FLOOR DEMOLITION PLAN- ALTERNATE 1
1/4" = 1'-0"

DEMOLTION PLAN KEY:

= EXISTING CONSTRUCTION TO REMAIN.

= EXISTING CONSTRUCTION TO BE DEMOLISHED.

GENERAL DEMOLITION NOTES

1. ALL GENERAL DEMOLITION BY GENERAL CONTRACTOR.
2. AFTER THE DEMO OF THE EXISTING FACADE AND INTERIOR FINISHES, ARCHITECT OR ARCHITECT'S REPRESENTATIVE TO INSPECT EXISTING FRAMING SYSTEMS PRIOR TO ANY DEMO WORK OF FRAMING AND ASSOCIATED CONSTRUCTION.
3. DURING DEMO PROCESS, INFORM ARCHITECT OF ANY EXISTING ELEMENTS NOT NOTED IN PLANS.
4. CONTRACTORS SHALL VISIT THE SITE PRIOR TO COMMENCEMENT OF WORK TO VERIFY THE EXTENT OF THE WORK AND TO FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS.
5. VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING WORK; ADVISE ARCHITECT OF ANY ADVERSE CONDITIONS PRIOR TO COMMENCEMENT OF WORK; IF ADVERSE CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION, CONTACT ARCHITECT PRIOR TO CONTINUING WORK.
6. CONTRACTORS TO LOCATE ALL UNDERGROUND UTILITIES, ETC., PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
7. CONTRACTORS SHALL TAKE CARE TO AVOID DAMAGE AND PROTECT FINISHES OF EXISTING MATERIALS TO REMAIN. ANY SUCH DAMAGE WILL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE.
8. ALL OPENINGS IN ANY WALL WHERE WORK IS NOTED (EXTERIOR, INTERIOR BEARING & NON-BEARING, WINDOW OR WALL REMOVAL) SHALL BE SHORED BY CONTRACTOR AS REQ'D.
9. ALL DEMOLITION WASTE TO BE REMOVED & DISPOSED OF BY CONTRACTOR.
10. VERIFY & COORDINATE DOOR & DOOR FRAME REMOVAL W/ DOOR SCHEDULE. CONTACT ARCHITECT WITH CONFLICTS PRIOR TO DEMOLITION.
11. EXISTING DOORS, FRAMES, AND ASSOC. HARDWARE THAT ARE NOT TO BE REUSED SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE OWNER IF THEY WISH TO RETAIN OWNERSHIP. IF NOT, EQUIPMENT SHALL BECOME THE PROPERTY OF THIS CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AS SOON AS PRACTICAL AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.
12. ALL CUTTING AND CHANNELING OF EXISTING BUILDING SHALL BE ACCOMPLISHED IN A NEAT AND WORKMANLIKE MANNER WITHOUT REMOVAL OF EXCESS MATERIALS. WHERE INDICATED, CONTRACTOR SHALL PATCH AND REPLACE WITH MATERIAL SIMILAR TO ADJACENT CONSTRUCTION.
13. PORTIONS OF EXISTING SYSTEMS MAY BE SHOWN FOR CLARITY EVEN THOUGH IT MAY NOT BE NECESSARY TO MODIFY OR REVISE THEM. ALL EXISTING SYSTEMS ARE SHOWN BASED ON ORIGINAL OR REMODEL BUILDING DRAWINGS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS.
14. ALL WORK MUST BE COORDINATED AND SCHEDULED WITH THE OWNER AND OCCUPANTS OF THIS BUILDING SO AS TO PROVIDE THE LEAST AMOUNT OF DISRUPTION OF BUILDING ACTIVITIES AS POSSIBLE.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL PRIVATE PROPERTY (INCLUDING BUILDINGS AND FOUNDATIONS) THROUGHOUT CONSTRUCTION AND SHALL MAINTAIN SAFE PEDESTRIAN ACCESS AT ALL TIMES.
16. ALL EXISTING PHOTOS ARE FOR REFERENCE PURPOSES ONLY.

D# DEMO KEYNOTES

D1	REMOVE EXISTING STOREFRONT SYSTEM IN ITS ENTIRETY. REPAIR WALLS AS NEEDED TO MATCH ADJACENT GYP BOARD TEXTURED AND PAINTED SURFACE.
D2	REMOVE EXISTING DOOR AND LEAVE EXISTING FRAME. PAINT.
D3	REMOVE EXISTING WINDOW UNIT & ATTACHMENT ITEMS.
D4	REMOVE EXISTING METAL PANELING & SUPPORTING FRAMING, AND WALL CONSTRUCTION BEHIND.
D5	REMOVE EXISTING CARPET FLOORING IN ENTRYWAY ALCOVE.
D6	REMOVE EXISTING FACE BRICK TO EXPOSE ORIGINAL MATERIALS.
D7	REMOVE EXISTING PLATFORM FRAMING & BRICK BASE.
D8	REMOVE EXISTING ELECTRICAL COMPONENT.
D9	DEMOLISH EXISTING EXTERIOR WALL MOUNTED BOXES IN ALCOVE.
D10	REMOVE EXISTING WINDOW UNIT & ATTACHMENT ITEMS (ALTERNATE ONE ONLY). SEE 4/AD100.
D11	REMOVE BREAK METAL FLASHING AND REPLACE WITH MATCHING BLACK BREAK METAL TO MATCH NEW WINDOWS (BASE BID). SEE 4/AD100.

NOTE: ACCESSIBLE BARRIER- PROVIDE ACCESSIBLE CONSTRUCTION BARRIER COMPLIANT WITH CITY OF MINOT REQUIRMENTS.

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LICENSED ARCHITECT
MATTHEW KALBERER
2590
DATE: 08.28.25
STATE OF NORTH DAKOTA

STUDEBAKER BUILDING

FACADE IMPROVEMENTS
13 1st St SE
Minot, ND 58701

DATE
08/28/2025

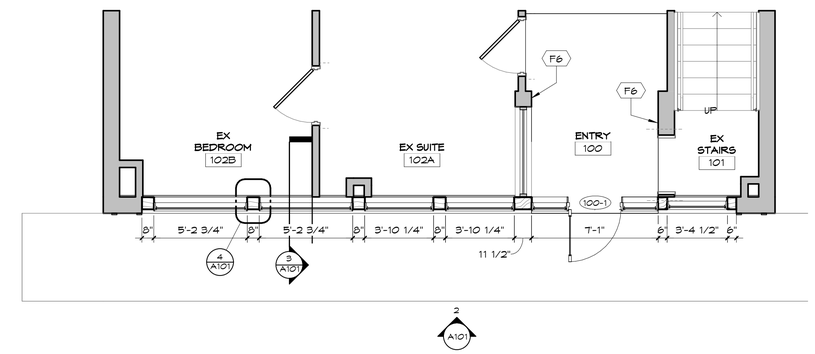
CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

#	DATE	REVISION

PROJECT NO:	#25065
DRAWN BY:	KBK/MGM
CHECKED BY:	PMK

SHEET
AD100
DEMOLITION PLAN

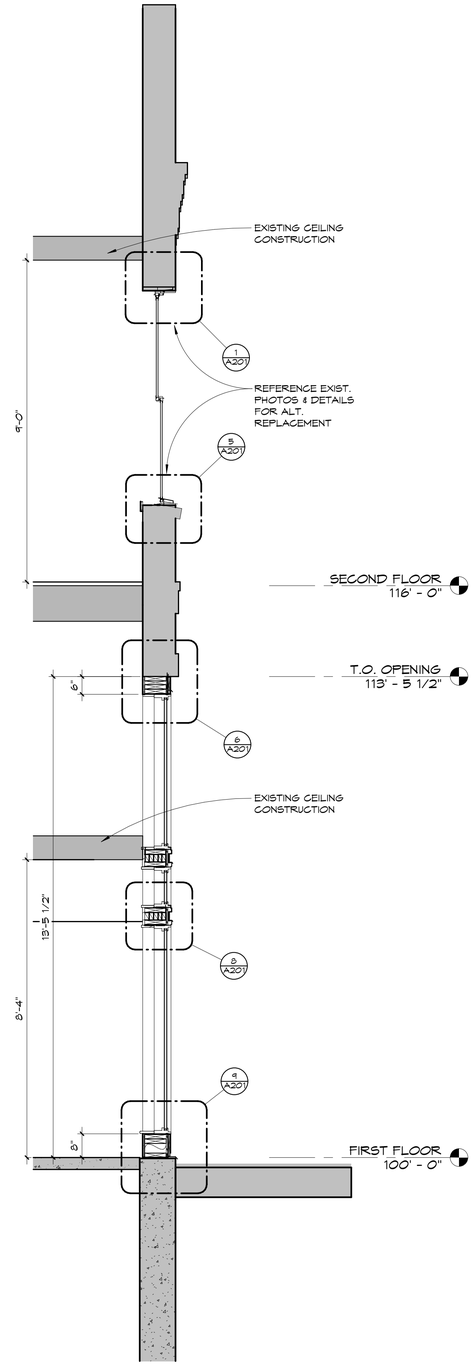


1 A101 **FIRST FLOOR PLAN**
1/4" = 1'-0"

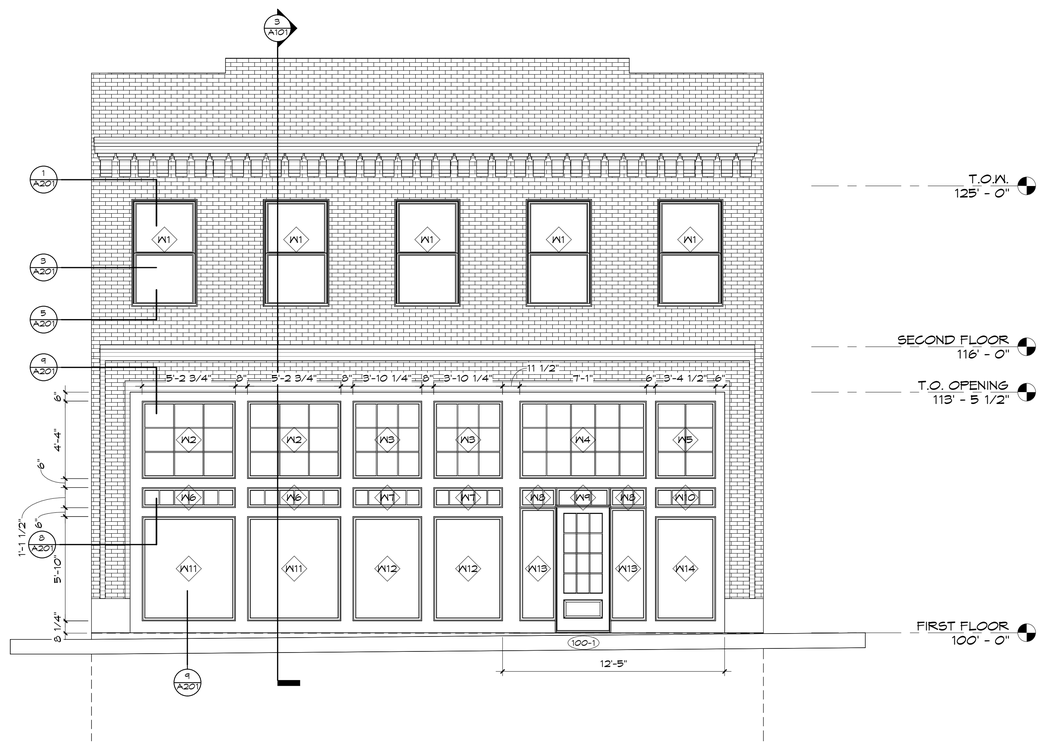
KEYNOTES

F#

F1	INSTALL NEW BREAK METAL TO MATCH NEW WINDOWS BELOW (BASE BID).
F2	REMOVE AND REPLACE EXISTING WINDOWS UNDER ALTERNATE 1 ONLY
F3	INSTALL NEW METAL CLAD TRANSOM WINDOWS
F4	INSTALL NEW METAL CLAD WINDOWS
F5	INSTALL NEW METAL CLAD STOREFRONT ASSEMBLY
F6	ADHERE 1/2" GWB TO EXIST. WALL. WRAP GWB AROUND CORNERS AND INTO FRAMES. PROVIDE J-TRIM AT EXIST. WINDOW OPENING.



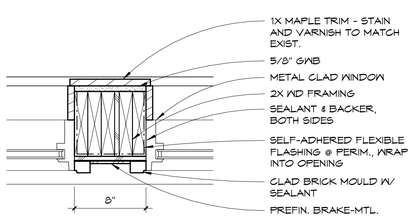
3 A101 **BUILDING SECTION**
1/2" = 1'-0"



2 A101 **WEST ELEVATION**
1/4" = 1'-0"

WALL TYPE GENERAL NOTES

1. ALL WALLS SHALL BE CONSTRUCTED TO DECK ABOVE UNLESS OTHERWISE NOTED. SEE WALL SECTIONS FOR VERTICALLY STACKED EXTERIOR WALL ASSEMBLIES.
2. AT PENETRATIONS IN RATED WALLS EXCEEDING 96 SQUARE INCHES, LINE PENETRATION WITH THE SAME LAYERS OF GWB AS THE ADJOINING WALL.



4 A101 **PLAN DETAIL - WDW JAMB**
1 1/2" = 1'-0"

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REVISION SCHEDULE

#	DATE	REVISION

PROJECT NO:	#25065
DRAWN BY:	KBK/MCM
CHECKED BY:	PTK

SHEET
A101
FIRST FLOOR PLAN & ELEVATION

ROOM FINISH SCHEDULE

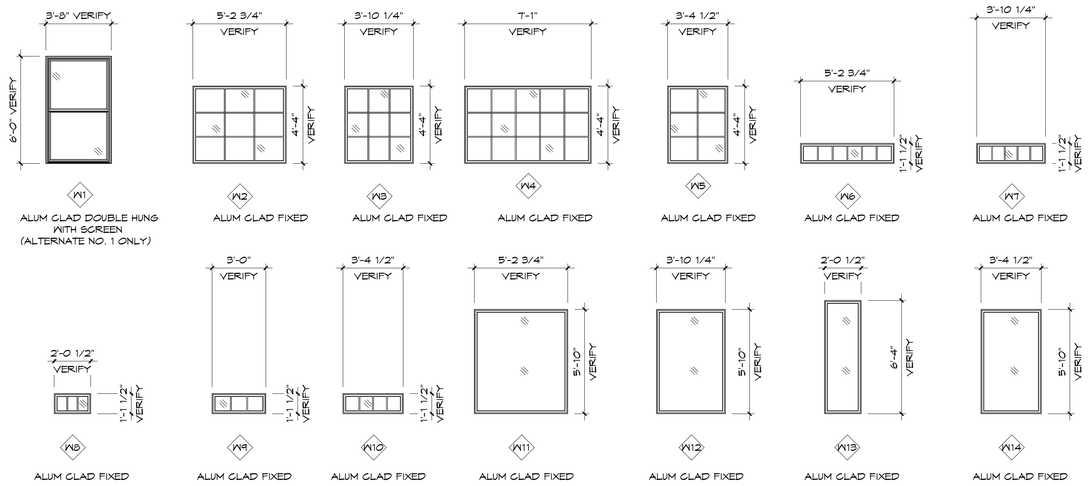
ROOM NO.	ROOM NAME	FLOOR FINISH	WALLS NORTH FINISH	WALLS EAST FINISH	WALLS SOUTH FINISH	WALLS WEST FINISH	CEILING FINISH	REMARKS
100	ENTRY	LVT & BASE	PAINT	PAINT AS NEEDED	PAINT	PAINT	PAINT EXISTING	
101	EX STAIRS	EXISTING	PAINT AS NEEDED	EXISTING	EXISTING	PAINT AS NEEDED	EXISTING	
102A	EX SUITE	EXISTING	EXISTING	EXISTING	EXISTING	PAINT AS NEEDED	EXISTING	
102B	EX BEDROOM	EXISTING	EXISTING	EXISTING	EXISTING	PAINT AS NEEDED	EXISTING	

DOOR SCHEDULE

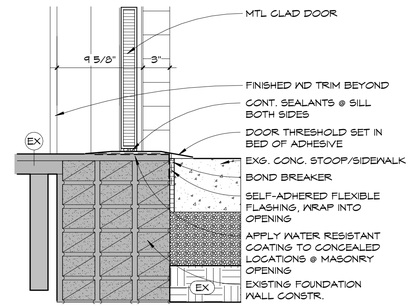
DOOR NUMBER	HARDWARE GROUP	WIDTH	HEIGHT	DOOR TYPE	DOOR SPECIFICATIONS DOOR MATERIAL	DOOR FINISH	DOOR GLASS	DOOR FIRE RATING	FRAME SPECIFICATIONS FRAME TYPE	FRAME MATERIAL	FRAME FINISH	JAMB DETAIL	HEAD DETAIL	SILL DETAIL	REMARKS
100-1	1	3' - 0"	7' - 0"	PNL-1	ALUM CLAD	SEE SPEC	1" INSUL		PFM-1	ALUM CLAD	SEE SPEC	3/A201 SIM	4/A201	2/A201	MARVIN OUTSWING ULTIMATE FRENCH DOOR

WINDOW SCHEDULE

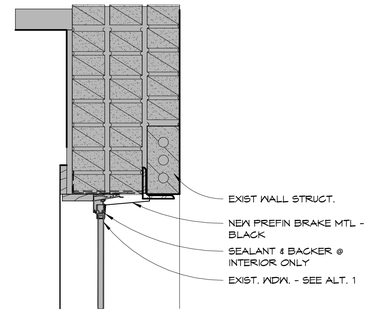
TYPE	MANUFACTURER	HEIGHT	WIDTH	SILL HEIGHT	FRAME MATERIAL	GLAZING TYPE	REMARKS
W1	MARVIN	6' - 0"	3' - 8"	<varies>			
W2	MARVIN	4' - 4"	5' - 2 3/4"	8' - 7 1/2"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W3	MARVIN	4' - 4"	3' - 10 1/4"	8' - 7 1/2"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W4	MARVIN	4' - 4"	7' - 1"	8' - 7 1/2"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W5	MARVIN	4' - 4"	3' - 4 1/2"	8' - 7 1/2"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W6	MARVIN	1' - 1 1/2"	5' - 2 3/4"	7' - 0"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W7	MARVIN	1' - 1 1/2"	3' - 10 1/4"	7' - 0"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W8	MARVIN	1' - 1 1/2"	2' - 0 1/2"	7' - 0"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W9	MARVIN	1' - 1 1/2"	3' - 0"	7' - 0"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W10	MARVIN	1' - 1 1/2"	3' - 4 1/2"	7' - 0"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W11	MARVIN	5' - 10"	5' - 2 3/4"	0' - 8"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W12	MARVIN	5' - 10"	3' - 10 1/4"	0' - 8"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W13	MARVIN	6' - 4"	2' - 0 1/2"	0' - 8"	ALUMINUM CLAD	IG LOW E II WITH ARGON	
W14	MARVIN	5' - 10"	3' - 4 1/2"	0' - 8"	ALUMINUM CLAD	IG LOW E II WITH ARGON	



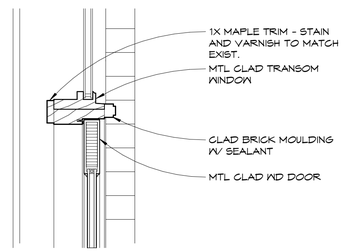
7 A201 WINDOW TYPES
1/4" = 1'-0"



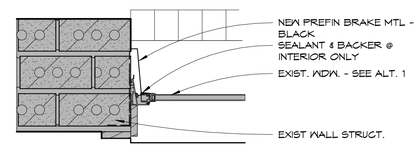
2 A201 DOOR DETAIL - EXT. SILL @ CONC
1 1/2" = 1'-0"



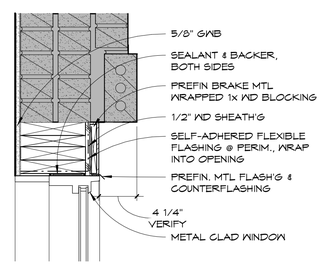
1 A201 EXTERIOR WINDOW HEAD
1 1/2" = 1'-0"



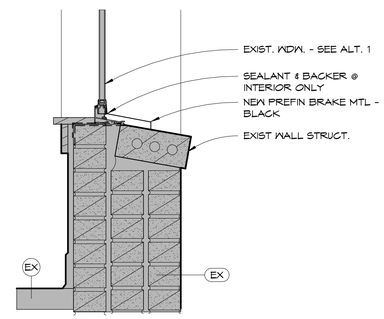
4 A201 DOOR DETAIL @ TRANSOM
1 1/2" = 1'-0"



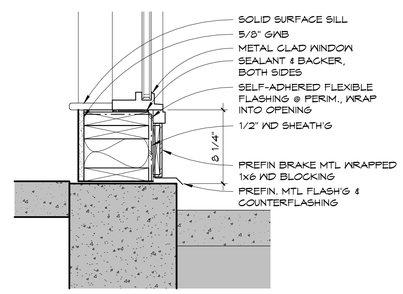
3 A201 EXT WINDOW JAMB
1 1/2" = 1'-0"



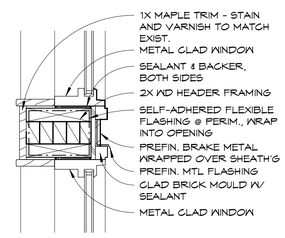
6 A201 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



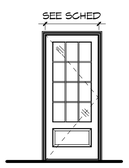
5 A201 EXT WINDOW SILL
1 1/2" = 1'-0"



9 A201 WINDOW SILL DETAIL
1 1/2" = 1'-0"



8 A201 WINDOW TRANSOM
1 1/2" = 1'-0"



PNL-1
AC - RAISED PANEL

HARDWARE GROUP #1

3 EA	HINGES	IVES	5BB1 - 4 1/2" x 4 1/2" - 630
1 EA	KICK PLATE	IVES	8400 - 630
1 EA	EXIT DEVICE	VON DUPRIN	78NLOP 3' 630
1 EA	DROP PLATE	LCN	4820A - 18GA - 630
1 EA	POWERED DOOR ACTUATOR	LCN	4820 - 689
1 EA	LOCKSET	VON DUPRIN	78L-NL - 711
1 EA	KEY CARD READER		KEY CARD ACCESS
1 EA	WEATHERSTRIP		DOOR MANUF.
1 EA	GASKETING		DOOR MANUF.
1 EA	THRESHOLD		DOOR MANUF.

10 A201 DOOR TYPES
1/4" = 1'-0"

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LICENSED ARCHITECT MATTHEW KALBERER 2590 DATE: 08/28/25 STATE OF NORTH DAKOTA

STUDEBAKER BUILDING
FACADE IMPROVEMENTS
13 1st St SE
Minot, ND 58701

DATE
08/28/2025

CONSTRUCTION DOCUMENTS

REVISION SCHEDULE

#	DATE	REVISION

PROJECT NO:	#25045
DRAWN BY:	KKK/MGM
CHECKED BY:	PTK

SHEET
A201
SCHEDULES & DETAILS

13

13
SURVEILLANCE CAMERAS IN USE

FAÇADE IMPROVEMENT PROGRAM
LOAN AGREEMENT

This Agreement (hereinafter "Agreement") is executed and made effective as of _____, 2025 (hereinafter "Effective Date"), and is by and between the City of Minot, a North Dakota municipality (hereinafter "City") and Two and Five Ventures, LLC (hereinafter "Property Owner"). City and Property Owner are jointly referred to herein as the Parties. This Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Five and Two Ventures, LLC

ADDRESS OF PROPERTY TO BE IMPROVED: 13 1st Street SE

PARCEL ID: MI24.238.010.0082

LEGAL DESCRIPTION: Original Minot Addition Lot 7 Less NE 10X15 Plus North ½ of Lot 8 Block 1

WHEREAS, the City implemented a Façade Improvement Program (hereinafter "Program") to provide public funds as an incentive to encourage private investment for exterior true-to-period façade improvements to properties located in the City's Central Business District;

WHEREAS, Property Owner applied for funding assistance related to a complete façade renovation or replacement;

WHEREAS, City proposes to make financial support available to assist the Property Owner to complete the façade renovation or replacement in accordance with the approved application;

WHEREAS, City's financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than $100,000 (APPROVED BY COUNCIL);

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties' and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to $100,000 (APPROVED BY COUNCIL);in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter "Façade Loan"). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner's approved complete façade renovation or replacement, more specifically described in the Property Owner's application for funding (hereinafter "Project"). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the

promissory note have been duly-executed by an authorized representative of Property Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii) Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter "Façade Loan Repayment Date," subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
    a. Project Plan. Property Owner's application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
    b. Project Completion. The Project shall be completed on or before November 30, 2026. The City Council, in its reasonable discretion, may allow extensions due to inclement weather or difficulty in obtaining building materials.
    c. Verification of Project Completion. Within 30 days of completion of the Project, the Property Owner shall notify the City's Economic Development Administrator and schedule a time for an inspection.
        i. If the Project is deemed complete and in compliance with Exhibit C, the Economic Development Administrator shall inform the Property Owner of that, in writing.
        ii. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the Property Owner, in writing, and provide a timeframe for correction of the required work. All work that is not in conformance with the approved plans, design drawings, and specifications must be remedied by the Property Owner and made to comply with the approved plans, design drawings, and specifications at the Property Owner's expense. The City will not reimburse the Property Owner for any expense required to correct deficient or improper work.
    d. Submission of Necessary Documentation. Within 30 days of receiving written verification that the Project is complete and in compliance with Exhibit C, Property Owner shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of Project costs to the Economic Development Administrator. If a contractor is retained to complete the façade improvements, a properly executed and notarized contractor's statement to the Economic Development Administrator showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade and streetscape improvement related work. In addition, the

Property Owner shall submit to the Economic Development Administrator proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Economic Development Administrator and Finance Director shall review the documentation and provide written verification that the costs submitted are eligible for reimbursement.

e. No Default. The Property Owner shall not be in default under this Agreement or adjudicated in default by a court of competent jurisdiction on any other agreement, obligation, representation, or promise with any other entity doing business in the State of North Dakota.

f. In Good Standing. The Property Owner shall be, and remain throughout the term of this Agreement, in good standing under the laws of the State of North Dakota.

g. Duly Authorized. The Property Owner shall be duly-authorized to enter into this Agreement and to perform its obligations hereunder.

h. Solvent. Property Owner shall be, and remain throughout the term of this Agreement, a solvent corporation capable of fulfilling its obligations hereunder, and shall not be the subject of any "Insolvency Event." For purposes of this Agreement, the term Insolvency Event means (a) Property Owner's (i) failure to generally pay its debts as such debts become due; (ii) admission in writing that it is unable to pay its debts generally; or (iii) general assignment for the benefit of creditors; (b) a proceeding instituted by or against Property Owner (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and in the case of any such proceeding instituted against Property Owner, such proceeding shall remain undismissed for a period of sixty (60) days or any of the actions sought in such proceeding shall occur); or (c) Property Owner takes any action to authorize any of the aforementioned actions.

i. No Conflicting Obligations. Neither the execution and delivery of this Agreement, nor Property Owner's performance of its obligations hereunder, shall breach any known obligation, right or interest of a third party, regulatory agency, Board of Directors or other governing body with authority over Property Owner.

j. Automatic Door. In accordance with City of Minot Code of Ordinances Chapter 9, Article VIII, Section 9-137, every building open to public use that has received the benefit of public funds from the city to make building improvements or construct a new building shall provide for the installation of an automatic door for at least one main entrance to the building. If the immediate interior of the building is only accessible through a vestibule, the requirement requires the installation of as many automatic doors as are necessary to allow passage through the vestibule and into the immediate interior of the building.

k. Window Treatments. The Property Owner shall receive approval from the Renaissance Zone Review Board for any windows treatments or blinds on the first floor of the building prior to receiving Façade Loan.

3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:
   a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
   b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.
   c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
   d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
   e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
   f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement

Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.

g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.

h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.

i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.

4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.
5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the Promissory Notes, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
11. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it; that the undersigned

representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.

12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

    To CITY:
    City of Minot City Manager's Office
    c/o City Manager
    PO Box 5006
    Minot ND 58702

    To PROPERTY OWNERS:
    Five and Two Ventures, LLC
    c/o Jerel and Lisa Brandt
    3201 20th Street SE
    Minot, ND 58701

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
14. Severability. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury,

death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.

19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.
20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

Dated: _____, 20___. CITY OF MINOT

By:
_____
Mark Jantzer
Its: Mayor

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

The foregoing instrument was acknowledged before me on _____, 20___ by Mayor Mark Jantzer on behalf of the City of Minot.

_____
Notary Public

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Dated: _____, 20___.

PROPERTY OWNERS

By: _____

Its: _____

By: _____

Its: _____

(SECOND LINE FOR SIGNATURE IF NEEDED)

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

The foregoing instrument was acknowledged before me on _____, 20___

by _____ on behalf of Five and Two Ventures, LLC, PROPERTY OWNER(S).

_____
Notary Public

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EXHIBIT A: PROMISSORY NOTE

Date: (Date of Disbursement)

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Five and Two Ventures, LLC (hereinafter "Property Owner") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED $100,000 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before INSERT FAÇADE LOAN REPAYMENT DATE (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by personal guaranties from Five and Two Ventures, LLC in substantially the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Property Owner has caused this Note to be executed effective this _____ day of _____, 20___.

_____

By: Jerel Brandt, Authorized Member

_____

By: Lisa Brandt, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20___ by

_____on behalf Five and Two Ventures, LLC.

_____

Notary Public

EXHIBIT B: PERSONAL GUARANTEE

FAÇADE IMPROVEMENT PROGRAM

PERSONAL GUARANTY

Guarantor: Jerel Brandt and Lisa Brandt

Borrower: Five and Two Ventures, LLC
Jerel Brandt and Lisa Brandt
c/o Registered Agent
3201 20th Ave. SE
Minot, ND 58701

Lender: City of Minot
c/o Finance Director
PO Box 5006
Minot ND 58702

Note Amount: [**not to exceed** $100,000]

Date of Note: [TBD]

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Promissory Note (hereinafter "Note"), Façade Improvement Program Loan Agreement (hereinafter "Agreement"), and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note, Agreement, and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminated guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREE TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING

INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elect to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledge and agree that reductions in the amount of the Indebtedness, even to zero dollars ($0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars ($0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial

condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agree that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantors; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower become insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall

be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which they may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of North Dakota, in Ward County.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided by applicable law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors as assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means TBD and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation TBD, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means City of Minot its successors and assigns.

Related Documents. The words "Related Documents" mean all promissory notes, development agreements, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREE TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AS OF (TBD).

GUARANTOR:

_____ _____

Jerel Brandt (PRINCIPAL) Lisa Brandt (PRINCIPAL)

State of _____

County of _____

On this ___ day of _____, in the year _____ before me personally appeared _____ known to be the person who is described in and who executed the within instrument, and acknowledgment to me that he executed the same.

_____

Notary Public

EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

(Please Attach here)

TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: November 17, 2025

SUBJECT: NOTICE OF DEFAULT ON TIF AGREEMENT - TRACKS MAVERICK

I. RECOMMENDED ACTION

It is recommended City Council authorize City staff to proceed with recovery efforts if the default is not cured within the allotted time.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

In January 2023, the City entered into an agreement with Henry Land Holdings, LLC., and The Tracks-Maverick, LLC., related to the development of "The Tracks" project. This project was to include several multi-use buildings and public improvements, including two public plazas, a parking garage, and associated public amenities. The first building has been constructed. However, the project has stalled and the public improvements have not been completed.

B. Proposed Project

City staff has drafted and delivered a notice of default to the developers. If the default is not cured within 30 days, the City can begin the process of recovering the tax incentive for the prior two years.

C. Recommendation Detail

Authorize staff to draft and deliver a notice of default to both Henry Land Holding, LLC., and The Tracks-Maverick, LLC., and if the default is not cured, to proceed with recovery efforts.

IV. IMPACT

A. Aspirations

Excellent & Connected

B. Service/Delivery Impact:

This authorization will allow staff to proceed with recovery efforts related to the Tracks-Maverick project.

C. Fiscal Impact

The amount of tax abatement to be recovered is estimated to be approximately $350,000.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City could not take any action and wait to see if any successor developers continue with the project.

TO: Mayor and Members of the City Council

FROM: Michael Frye, Chief of Police

DATE: November 17, 2025

SUBJECT: **BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES TO POLICE DEPARTMENT FURNITURE AND EQUIPMENT, AND IT MAINTENANCE AND REPAIR AGREEMENTS FOR EXPANSION OF PATROL FLEET**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment on first reading; and approve the purchase of patrol vehicle equipment, to include software and licensing costs, to expand the patrol fleet by (5) five vehicles.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The department currently has 21 marked patrol cars in its fleet. This includes vehicles for K9 and patrol supervision. Currently, the department has 5 new patrol vehicles that have arrived at the dealership and upfitter that were authorized under FY2025 Police Department budget. Initially, the department budgeted $48,825 for patrol vehicle equipment. The current FY2025 budget was originally based on rotating higher mileage vehicles out, and reusing certain pieces of equipment when appropriate. Adding vehicles to the fleet also incurs additional software and licensing costs for each vehicle that is not a normal expenditure when rotating existing fleet.

B. Proposed Project

Chief Frye has prioritized and assigned (2) two take-home vehicles for SWAT leadership. This enables leadership to respond directly to the scene of a critical incident when necessary. This proposal continues to prioritize solidifying rapid emergency response by SWAT personnel. These 5 vehicles would not replace existing fleet vehicles and would be assigned to 5 SWAT members. This would be the next phase in expanding the fleet, reduce fuel usage, prolong the life span of the current fleet by assigning the next senior members of SWAT

members response vehicles.

C. Recommendation Detail

The estimated cost of upfitting new vehicles with all new equipment is based on historical invoicing from the current upfitter. The cost also includes additional software and licensing, which was supplied by current vendors and our city IT department.

The amount requested ($134,716.70) is the anticipated shortfall from the authorized amount ($48,825) to the total amount needed for the project ($183,541.70)

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
Expanding the patrol fleet and assigning vehicles to the next phase of SWAT personnel will allow additional members to respond and establish an "Immediate Reaction Team" for critical/evolving incidents with necessary operational efficiency.

C. Fiscal Impact
The proposal would be funded by general fund cash reserves. The recurring annual cost of 5 additional vehicles would be approximately $8,000/yr, which will need to be allocated through future budgeting or identified fiscal resources. This cost is primarily associated with additional licensing fees.

Project Costs

Furniture and Equipment	$110,044
IT Maintenance and Repair Agreements	$24,673
TOTAL	$134,717

Project Funding

General Fund Cash Reserves	$134,717

VI. ALTERNATIVES

1) The council could deny the request and direct staff to continue with existing budget allocations, keeping the current fleet
2) The council could approve part of the request, and direct staff to increase the fleet by 2, and/or rotate 3. This would alter and lower the budget request

amount.

	PATROL
VEHICLE (EXPLORER)	

AXON FLEET3 W/CRADLEPOINT	$	4,200.00
PANSONIC TOUGHBOOK FZ55	$	3,800.00
DOCKING STATION TOUGHBOOK 55	$	910.29
HAVIS CONSOLE	$	1,326.09
BROTHER PRINTER POCKETJET 822	$	478.57
BARCODE SCANNER	$	425.00
EXTERNAL GPS	$	128.56
MOTOROLA RADIO	$	4,300.00
BASIC INTERIOR LIGHT PACKAGE		
MAGNETIC MIC 3@41.99	$	125.97
WESTIN PUSH BUMPER	$	410.00
SHORT LIGHT CHANNEL 2 WHELEN	$	34.71
ION DUO R/W (PUSHBUMPER)	$	132.40
ION DUO B/W (PUSHBUMPER)	$	132.40
SIREN SPEAKER 2@211.17	$	422.34
RED/WHITE SOUNDOFF DOMELIGHT	$	132.58
3 HOLE NON USB OUTLET	$	15.50
ION DUO B/W (REAR PASS WINDOW)	$	132.40
ION DUO R/W (REAR PASS WINDOW)	$	132.40
WHELEN PA MIC (CARGO AREA)	$	159.43
CORE EXPANSION MODULE	$	188.04
CORE DUAL TONE AMP	$	242.34
CORE (WHELEN ADVANCED LIGHT AND SIREN SYSTEM)	$	1,143.75
LEGACY 54"SMOKED LENS	$	2,464.79
COMMANDER R/W DOME LIGHT 4@75.60	$	302.40
CONTROL PANEL (WHELEN SLIDE)	$	346.37
SETINA PARTITION	$	989.10
12VS PLASTIC TRANSPORT SEAT	$	1,375.06
ELECTRONIC BOX CARGO AREA	$	468.37
SCANPORT INSTALLATION	$	109.09
SETINA GUNLOCK	$	509.00
STALKER DSR RADAR KIT	$	3,192.08
NMO CABLE KIT UHF	$	35.10
LOW PROFILE DUAL BAND ANTENNA PCTEL	$	43.64
INTERSECTOR LIGHTS SURFACE MOUNT R/W	$	201.94
INTERSECTOR LIGHTS SURFACE MOUNT B/W	$	201.94
DRIVERS SIDE SURFACE MOUNT BRACKET COMP WITH SENSOR	$	28.01
PASS SIDE BRACKET SIDE SURFACE COM WITH SENSOR	$	26.06
BRAKE KILL	$	150.00
R1900 ANTENNA	$	540.16
EQUIPMENT SHIPPING (CAGE)	$	236.00
HARNESS (FULL)	$	486.90
SHOP SUPPLIES	$	195.00
BUILD LABOR	$	4,640.00
DELIVERY	$	450.00
GRAPHIC PACKAGE	$	900.00
EQUIPMENT TOTAL	**$**	**36,863.78**

TYLER-LE MOBILE	$	1,500.00
VPN	$	250.00
BRAZOS	$	1,500.00
OFFICE	$	125.00
ONE TIME SOFTWARE COST TOTAL per/vehicle	$	3,375.00

MDC CELLULAR CONNECTION	$	479.88
SMARTPHONE CELLULAR CONNECTION	$	479.88
VPN MONTHLY (10.65 MO)	$	127.80
LE MOBILE ANNUAL MAINT	$	263.00
BRAZOS	$	209.00
ANNUAL COST TOTAL	$	1,559.56
SOFTWARE TOTAL COST YR 1	$	4,934.56
		PATROL (X5)
TOTAL UPFIT COST	$	41,798.34
	$	208,991.70
MINUS UPFIT LABOR/DELIVERY COST	$	25,450.00
TOTAL EQUIPMENT, SOFTWARE, HARDWARE	$	183,541.70
FY2025BUDGET (EQUIPMENT)	$	48,825.00
UNFUNDED	$	134,716.70
TOTAL PROJECTS	$	134,716.70

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT FURNITURE & EQUIPMENT AND IT MAINTENANCE & REPAIR EXPENDITURES FOR THE EXPANSION OF THE PATROL FLEET AND APPROVE THE USE OF GENERAL FUND CASH RESERVES.

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

§1: An ordinance amending the 2025 annual budget to increase the police department furniture & equipment and IT maintenance and repair expenditures for the expansion of the patrol fleet and approve the use of general fund cash reserves:

10021000-46102		$110,044
10021000-44350		24,673

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

TO: Mayor and Members of the City Council

FROM: Michael Frye, Chief of Police

DATE: November 17, 2025

SUBJECT: ~~**BUDGET AMENDMENT FROM GENERAL FUND CASH RESERVES TO POLICE DEPARTMENT WEARING APPAREL, DEPARTMENT MATERIALS AND SUPPLIES, AND FURNITURE AND EQUIPMENT FOR UNIFORM AND EQUIPMENT PURCHASES FOR NEW OFFICERS**~~ **- PULLED**

I. RECOMMENDED ACTION

It is recommended City Council approve the Budget Amendment on first reading; and approve the purchase of new police uniforms and equipment for sixteen officers and two SWAT operators.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot Police Department has been running at deficient staffing levels for a number of years. Due to intense recruitment and aggressive hiring, the Department is seeing an influx in staffing.

B. Proposed Project

The Minot Police Department has recently hired several new officers and anticipates additional hires in the near future. To fully outfit each officer with new uniforms and essential police equipment, the estimated cost is $4,081.78 per individual. Accordingly, the department is seeking funding to support the equipping of sixteen officers hired or expected to be hired by the end of 2025.

Additionally, in order to accommodate an on-call schedule for the newly formed warrants team, Chief Frye has authorized the expansion of the SWAT team from 14 to 16 members. To accommodate this growth, the department is requesting $688.00 in supplemental funding for SWAT uniforms. This figure does not include equipment costs, which will be addressed through future procurement.

C. Recommendation Detail

The cost, per officer, was determined by request from the Minot Police Department Quartermaster from historical purchases. These estimates are based on the purchase price for new equipment.

IV. IMPACT

A. Aspirations
Safe and Welcoming

B. Service/Delivery Impact:
Procurement of equipment and uniforms will ensure that new officers are adequately prepared to police the City of Minot. Providing new uniforms for SWAT operators is the first step in the expansion process of the SWAT team from fourteen to sixteen members.

C. Fiscal Impact
Wearing Apparel - $1,660.95 per officer (16 new officers) and $688.00 for SWAT Operator Uniforms
Department Materials and Supplies – $628.33 per officer (16 new officers)
Furniture and equipment - $1,792.50 per officer (16 new officers)
See attached spreadsheet for details

Project Costs

Wearing Apparel	$27,264.00
Department Materials and Supplies	$10,054.00
Furniture and Equipment	$21,030.00
Total	$58,348.00

Project Funding
General Fund Cash Reserves - $58,348.00

VI. ALTERNATIVES

1. Reject the budget amendment and require the Police Department to utilize existing equipment and use the adopted budget to make any essential purchases. This may deplete the department's on-hand stockpile of supplies and equipment and would potentially result in budget shortfalls on other department priorities.

Clothing and Apparrel Budget Items			
Qty	Item	Price	total
3	Stryke Pants	$ 95.00	$ 285.00
1	LS TexTrop Shirt	$ 58.00	$ 58.00
1	SS TexTrop Shirt	$ 68.00	$ 68.00
3	Blauer LS Armorskin	$ 100.00	$ 300.00
3	Blauser SS Armorskin	$ 90.00	$ 270.00
1	Neck Tie	$ 10.00	$ 10.00
1	Blauer FlexHeat Shirt	$ 120.00	$ 120.00
1	Blauer FlexHeat Pants	$ 120.00	$ 120.00
1	Under Vest Winter Coat	$ 315.95	$ 315.95
1	Tie Clip	$ 5.00	$ 5.00
3	Polo Shirts	$ 24.00	$ 72.00
1	wind Pro Winter Hat	$ 37.00	$ 37.00
		Total	$ 1,660.95

	$ 1,660.95
	$ 628.33
	$ 1,792.50
Sub Grand Total	$ 4,081.78
Grand total for 16 Officers	$ 65,308.48

Total for 2 Swat Officers	$ 688.00

Dpt. Materials	
Qty	Item
1	Duty Bag
1	Duty Belt
1	Light Holder
1	Keepers
1	SL Battery
1	Search Gloves
1	Key holder
1	Cuff key
1	Ear Protection
1	Eye Protection
2	CAT Touniquets
2	TQ Pouches
1	Spit Hood
1	Name Tape
1	Police Tape
1	Police Plackard
1	Traffic Vest
1	Collar Pins
1	Duty Badge

and Supplies	
Price	Total
$ 54.99	$ 54.99
$ 60.00	$ 60.00
$ 28.99	$ 28.99
$ 19.99	$ 19.99
$ 25.00	$ 25.00
$ 31.00	$ 31.00
$ 14.96	$ 14.96
$ 11.00	$ 11.00
$ 20.00	$ 20.00
$ 10.00	$ 10.00
$ 49.40	$ 98.80
$ 10.80	$ 21.60
$ 3.00	$ 3.00
$ 6.00	$ 6.00
$ 6.00	$ 6.00
$ 18.00	$ 18.00
$ 37.00	$ 37.00
$ 10.00	$ 10.00
$ 152.00	$ 152.00
Total	$ 628.33

Furniture and Equipment			
Qty	Item	Price	Total
1	Body Armor	$ 1,053.00	$ 1,053.00
1	Concealable Carrier	$ 117.00	$ 117.00
1	External carrier	$ 293.00	$ 293.00
1	Mag Pouch	$ 29.00	$ 29.00
1	Dual Cuff Pouch	$ 26.00	$ 26.00
1	Utility Pouch	$ 26.00	$ 26.00
1	Radio Pouch	$ 35.00	$ 35.00
1	RSM	$ 149.00	$ 149.00
1	Ear Set	$ 64.50	$ 64.50
		Sub Total	$ 1,792.50
		BVP Grant	
		Total	$ 1,792.50

Qty
2
2

SWAT		
Item	Price	Total
Shirt	$ 77.00	$ 154.00
Stryke Pants	$ 95.00	$ 190.00
	Sub Total	$ 344.00
2 Officers	Total	$ 688.00

Clothing and Apparrel Budget Items			
Qty	Item	Price	total
3	Stryke Pants	$ 95.00	$ 285.00
1	LS TexTrop Shirt	$ 58.00	$ 58.00
1	SS TexTrop Shirt	$ 68.00	$ 68.00
3	Blauer LS Armorskin	$ 100.00	$ 300.00
3	Blauser SS Armorskin	$ 90.00	$ 270.00
1	Neck Tie	$ 10.00	$ 10.00
1	Blauer FlexHeat Shirt	$ 120.00	$ 120.00
1	Blauer FlexHeat Pants	$ 120.00	$ 120.00
1	Under Vest Winter Coat	$ 315.95	$ 315.95
1	Tie Clip	$ 5.00	$ 5.00
3	Polo Shirts	$ 24.00	$ 72.00
1	wind Pro Winter Hat	$ 37.00	$ 37.00
		Total	$ 1,660.95

	$ 1,660.95	
	$ 628.33	
	$ 1,792.50	$ 942.50
Sub Grand Total	$ 4,081.78	$ 3,231.78
Total for 7 Officers	$ 28,572.46	
Total for 9 Officers (With BVP Reimbursement)	$ 29,086.02	
Grand total for 16 Officers	$ 57,658.48	
Total for 2 Swat Officers	$ 688.00	
Total for BA	$ 58,346.48	

Dpt. Materia	
Qty	Item
1	Duty Bag
1	Duty Belt
1	Light Holder
1	Keepers
1	SL Battery
1	Search Gloves
1	Key holder
1	Cuff key
1	Ear Protection
1	Eye Protection
2	CAT Touniquets
2	TQ Pouches
1	Spit Hood
1	Name Tape
1	Police Tape
1	Police Plackard
1	Traffic Vest
1	Collar Pins
1	Duty Badge

als and Supplies	
Price	Total
$ 54.99	$ 54.99
$ 60.00	$ 60.00
$ 28.99	$ 28.99
$ 19.99	$ 19.99
$ 25.00	$ 25.00
$ 31.00	$ 31.00
$ 14.96	$ 14.96
$ 11.00	$ 11.00
$ 20.00	$ 20.00
$ 10.00	$ 10.00
$ 49.40	$ 98.80
$ 10.80	$ 21.60
$ 3.00	$ 3.00
$ 6.00	$ 6.00
$ 6.00	$ 6.00
$ 18.00	$ 18.00
$ 37.00	$ 37.00
$ 10.00	$ 10.00
$ 152.00	$ 152.00
Total	$ 628.33

Furniture and Equipment			
Qty	Item	Price	Total
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1	Dual Cuff Pouch	$ 26.00	$ 26.00
1	Utility Pouch	$ 26.00	$ 26.00
1	Radio Pouch	$ 35.00	$ 35.00
1	RSM	$ 149.00	$ 149.00
1	Ear Set	$ 64.50	$ 64.50
		Total w/out BVP	$ 1,792.50
		BVP Grant	850.00
		Total with BVP	$ 942.50

There is only funding available ur

SWAT			
Qty	Item	Price	Total
2	Shirt	$ 77.00	$ 154.00
2	Stryke Pants	$ 95.00	$ 190.00
		Sub Total	$ 344.00
	2 Officers	Total	$ 688.00

nder the BVP grant for 9 vests.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT WEARING APPAREL, MATERIALS & SUPPLIES, AND FURNITURE & EQUIPMENT EXPENDITURES FOR THE UNIFORM NEEDS OF NEW OFFICERS AND APPROVE THE USE OF GENERAL FUND CASH RESERVES.

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

§1: An ordinance amending the 2025 annual budget to increase the police department wearing apparel, materials & supplies and furniture & equipment expenditures for the uniform needs of new officers and approve the use of general fund cash reserves:

10021000-45920		$27,264
10021000-46101		10,054
10021000-46102		21,030

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

TO: Mayor and Members of the City Council

FROM: Paul Pitner, City Council Member

DATE: November 17, 2025

SUBJECT: **HIGHLANDS AT NORTH HILL 8TH ADDITION - PLANNED UNIT DEVELOPMENT (PUD) AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve accepting a bond to perform installation of a walking path required by Planned Unit Development (PUD) in the spring of 2026 to allow for issuance of building permits in 2025.

II. DEPARTMENT CONTACT PERSONS

Paul Pitner, City Council Member

III. DESCRIPTION

A. Background

A path is required to issue building permits, but due to the end of the building season and cold temperatures, the new developer would like to build a model home this fall. The developer is unable to do so unless the City Council accepts a performance bond to allow a building permit to be issued.

B. Proposed Project

The proposed project is to continue to develop shovel-ready lots in the Highlands Addition.

C. Recommendation Detail

Once winter arrives, the developer will not be able to start construction.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing
Resilient and Prepared

B. Service/Delivery Impact:

We are well behind on housing inventory and this will allow the city to continue to fulfill that demand.

C. Fiscal Impact

The sooner these lots are developed, the sooner the city increases the property tax collections via infill.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The city could not accept a bond but no work will be done until the spring and a construction season will be missed.

3070196
11/22/2022 10:31:46 AM Page: 1 of 50 $150.00
AGREEMENT MCKENNA GUDMUNSON
Kristin Kowalczyk, County Recorder Ward, ND

FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE HIGHLANDS AT NORTH HILL 2ND AND 3RD ADDITION PLATS DEVELOPMENT AGREEMENT is made and entered into this 8th day of November, 2022, by and between the City of Minot, a municipal corporation, hereinafter the "City," and the successors to the original Development Agreement, 701 Development, LLP, hereinafter "Developer 1", Four Seasons Construction, Inc., hereinafter "Developer 2", and owners of Lots 3A & 3B, Block 1, Lots 1A & 1B, 7A & 7B, 12A & 12B, Block 2, Lots 1A & 1B, 2A & 2B, 7A & 7B, Block 4, all within the Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota, and Lots 9A & 9B, Block 3 Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota, hereinafter "Landowners." Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Property Owners." The City, Developer 1, Developer 2, and Landowners are collectively referred to herein as the "Parties."

WHEREAS, the City and the original Developer entered into the Development Agreement on August 23, 2017; and

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

WHEREAS, this First Amendment To The Highlands At North Hill 2nd And 3rd Addition Plats Development Agreement (hereinafter the "Agreement"), relates to the Highlands at North Hill 2nd Addition and Highlands at North Hill 3rd Addition, owned by the Property Owners, and located within the City of Minot, whose legal description is Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota and Highlands at North Hill 3rd Addition, to the City of Minot, Ward County, North Dakota respectively (hereinafter the "Property"); and

WHEREAS, the Property was originally platted as Highlands at North Hill 2nd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on November 18, 2015 and assigned instrument number 2992228; and

WHEREAS, a portion of Highlands at North Hill 2nd Addition was re-platted as Highlands at North Hill 3rd Addition to the City of Minot, North Dakota, which was recorded with the Ward County Recorder on August 15, 2017 and assigned instrument number 3011101; and

WHEREAS, the Planning Commission recommended City Council approve the zoning map amendment and subdivision plat of Highlands at North Hill 3rd Addition, subject to conditions, on February 27, 2017; and

WHEREAS, the City Council approved the subdivision plat of Highlands at North Hill 3rd Addition and the first reading of Ordinance 5171, a zoning map amendment, subject to conditions, on March 13, 2017; and

WHEREAS, the City Council approved the second reading of Ordinance 5171, a zoning map amendment of Highlands at North Hill 3rd Addition, subject to conditions, on October 2, 2017; and

WHEREAS, the purpose of this Agreement is to amend and supersede the prior development agreement known as Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement, which was recorded with the Ward County Recorder on September 13, 2017 and assigned instrument number 3012010; and.

WHEREAS, the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement condition 9. required the formulation of a home owners association to cover the operation and maintenance of the development's common elements; and

WHEREAS, the original Developer sold its interest in the underlying Property to the Property Owners; and

WHEREAS, the Property Owners desire to remove the requirement for a homeowner's association and coordinate dedication of land and long-term operation and maintenance to be performed by the Minot Park District, hereinafter Park District; and

WHEREAS, there are other methods of ensuring common elements such as stormwater ponds do not become the maintenance responsibility of the City that are preferable given the current arrangement of lots and existing Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, the Parties now desire to amend the Development Agreement; and

WHEREAS, The Parties approved this Agreement and agree that the First Amendment will amend and supersede the Highlands at North Hill 2nd and 3rd Addition Plats Development Agreement; and

WHEREAS, this Agreement is necessary to ensure the orderly development of the site and expound on, modify, and memorialize the conditions of approval of the Property from October 2, 2017; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree that this First Amendment, with the effective date as described above, supersedes the original Development Agreement in its entirety:

Condition #1 (October 2, 2017 Regular City Council Meeting): Developer's Agreement with the City of Minot is required to be approved and recorded before the plat can be recorded.

- **a)** This condition is the obligation of the Property Owners.
- **b)** This condition is fulfilled upon recordation of this Agreement with the Ward County Recorder's Office at Developer 1's expense.

Condition #2 (October 2, 2017 Regular City Council Meeting): The information provided on the plans for the proposed open space areas and associated amenity package shall be made part of the agreement.

- **a)** This condition is the obligation of Developer 1.

b) Developer 1 shall continue to work with the Park District with regard to the design of park facilities on Lot 1, Highlands at North Hill 4th Addition.

c) A financial security valued at 120% of the estimated construction costs for the park facilities must be provided to the Park District by February 1, 2023.

d) The installation of park improvements on Lot 1, Highlands at North Hill 4th Addition (as depicted on the minor plat application on file with the City and further known as Case # 2022-08-01) shall be finalized no later than September 1, 2023.

e) If the park improvements are not installed by September 1, 2023 the issuance of new residential building permits shall cease until that time the park improvements are finalized.

f) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and Park District.

g) Upon finalization of the installation of park facilities on Lot 1, Highlands at North Hill 4th Addition, Developer 1 shall transfer ownership of the property to the Park District, who will then be responsible for long-term maintenance.

h) The lots containing the Community Open Space and Access Easement shall be re-platted to remove said easement.

i) The approximate mid-block pedestrian pathway to connect Ivory St. and Landmark Dr. shall not be required to provide pedestrian connectivity and rather the public sidewalk system shall be relied upon to provide connection to park facilities on Lot 1, Highlands at North Hill 4th Addition. It is acknowledged that Developer 1 is considering a redesign of the layout of lots and streets in the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.). In any event, as part of the existing development or redevelopment, the Developer shall incorporate a public access and maintenance easement twenty feet (20') in width, including the installation of a five-foot (5') wide sidewalk connection with one tree every twenty (20) lineal feet along each side of the sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. Any modification shall be submitted to the Community Development Department and reviewed and processed in accordance with the City's ordinances.

j) The installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. shall be finalized no later than August 1, 2024.

k) If the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW. is not installed by August 1, 2024, the issuance of new residential building permits shall cease until that time the sidewalk connection is installed.

l) A one-time extension of up to one year may be granted to Developer 1 upon written concurrence of the City's Community Development Department and the Park District.

m) Upon finalization of the installation of the sidewalk connection from Ivory St. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW., the Park District will be responsible for long-term maintenance of the pedestrian pathway and landscaping improvements contained within the easement.

n) Building permits will not be issued for the unimproved area of the Property (23rd Ave. NW and south of 2501 Ivory St.) until the five-foot (5') sidewalk connection from Landmark Dr. at approximately the mid-block location to the terminating point of the pedestrian pathway of the new high school on 23rd Ave. NW is installed and the required street and utility improvements are completed and approved by the City

o) The transfer of ownership of proposed Lot 1, Highlands at North Hill 4th Addition, on file at the City, and installation of pedestrian connections shall be considered sufficient to meet the requirements of Chapter 10.4 – Public Land Dedication and no additional park fees are required by the Property Owners.

p) This condition is fulfilled upon the satisfactory installation of the park and sidewalk connections.

Condition #3 (October 2, 2017 Regular City Council Meeting): Proposed building elevations depicting architectural style and construction materials, finishes and colors shall be made part of the plan.

a) This condition is the obligation of the Property Owners.

b) This condition is considered fulfilled as of the second reading of Ordinance 5171 on October 2, 2017.

c) For clarification, the "plan" is the R2 with a PUD/R4 Plans on file with the City and provided for reference as Attachment A to this Agreement. Modifications to the R2 with a PUD/R4 Plans, if any, must follow the procedures for major or minor change to a PUD as provided in the Land Development Ordinance of the City of Minot (LDO).

d) For clarification, the setbacks approved by the PUD Plan are twenty-five feet (25') in the front, five feet (5') on the side, and twenty-feet (20') in the rear.

e) For clarification, the lot coverage allowance is fifty-five percent (55%).

f) For clarification, the Property Owners collectively or independently may request a zoning map amendment to another designation other than R2 with a PUD/R4 at a future date and the application will be evaluated based on the approval criteria for the respective application types as outlined in the LDO at the time of application. If successful, the

property(ies) subject to the application would no longer need to abide by the R2 with a PUD/R4 Plan on file with the City as provided in Attachment A.

Condition #4 (October 2, 2017 Regular City Council Meeting): Homeowner's association must be created, recorded, and in place for the maintenance of all open space and storm water management areas before plat can be recorded.

a) This condition is the obligation of Developer 1.

b) Developer 1 shall either create a homeowner's association, including all Property Owners, or follow the parks improvements and dedication requirements as provided in Condition #2 of this Agreement.

c) Developer 1 shall complete all of the required improvements identified through the Development Restart Inspection and 2017 Final Punch List as provided in Attachment B and C respectively of this Agreement.

d) Developer 1 shall submit to the City a financial security meeting the requirements of Section 10.3-21 of the City's Land Development Ordinance, for all improvements identified in Condition #4. c).

e) Developer 1 shall comply with the approved stormwater management plan (SWMP) on file with the City. Any amendment to the approved SWMP is subject to approval by the City's Engineering Department.

f) Developer 1 may continue to work with the neighboring property to the north of the Property in an effort to coordinate facilitation of part of the Property's stormwater flows. If possible, the northern stormwater ponds located on Lots 1A & 1B, Block 5, Highlands at North Hill 2nd Addition may seek a re-plat to remove the stormwater easement encumbering these properties and establish new lots to accommodate dwellings. The aforementioned is subject to all City entitlement processes, standards, and specifications and this potentiality is not assurance of approval by the City.

g) The southernmost stormwater ponds located on Lots 5B & 6A, Block 6, Highlands at North Hill 2nd Addition, if redeveloped, must be incorporated into a lot with a privately-owned primary use/structure to insulate the City from receipt of the land for unpaid taxes.

h) Developer 1 or one or more maintenance entities created by Developer 1 will be required to operate and maintain the storm water infrastructure that is located outside the right-of-way and in dedicated easements. This includes any pipes, channels, ponds, and outlet structures located throughout Highlands at North Hill 2nd and 3rd Additions.

    1. An operation and maintenance plan must be submitted to the City for approval before the plat will be recorded.

2. If Developer 1 creates one or more maintenance entities, such as a property owner's association, the association must be officially created and recorded at the Ward County Recorder's Office.
3. Developer 1 consents and agrees that if Developer 1 or a maintenance entity created by Developer 1 does not maintain the storm water infrastructure according to the operations and maintenance plan, the City is authorized to enter the property where the infrastructure is located and perform any maintenance required. The City's cost to perform the maintenance will be billed to Developer 1 or an entity Developer 1 creates to be responsible for maintenance. The City also reserves the right to place the cost of maintenance on the ad valorem taxes of the benefitting properties.
4. All storm water infrastructure, including but not limited to channels and ponds, outside the right of way, must have an easement (storm water and access) recorded over the improvements. The easement width and location shall be approved by the City Engineer.

Condition #5 (October 2, 2017 Regular City Council Meeting): All amenities for the open space areas including the trail, picnic tables, grills, trees and seeding shall be completed at such time as fifty percent (50%) of the homes are occupied in Lots 1-6, Block 1 and Lots 1-10, Block 2, and Lots 1-7, 8A-10B, Block 3.

a) This condition is amended via the requirements within Condition #2 of this Agreement.

Condition #6 (October 2, 2017 Regular City Council Meeting): New water and sewer services must be installed to the proposed lots at locations identified per city specifications. The old water and sewer services must be removed back to the water and sewer mains and properly capped.

a) This condition is amended via the requirements provided by Condition #4 of this Agreement.

Condition #7 (October 2, 2017 Regular City Council Meeting): The developer shall be responsible for installation of the eight-foot wide public sidewalks at all locations shown on the plat in coordination with the Engineering and Public Works Departments of the City.

a) This condition is the obligation of the Property Owners.

b) The preference by the City's Engineering Department is for the inclusion of standard five-foot (5') sidewalks throughout the Development. Those sidewalks that are already established as eight-foot (8') sidewalks shall be reconstructed as five-foot (5') sidewalks at the time of necessary repair by the abutting property owner.

c) All new sidewalks shall be five-foot (5') in width.

d) The owners of lots adjoining properties with eight-foot (8') sidewalks shall work with the City's Engineering Department on acceptable installation to "taper" the sidewalk from eight-foot (8') to five-foot (5') in those areas of transition. Sidewalks shall be installed at the same time as new residential construction on the respective lot.

e) This condition is considered fulfilled upon the installation of sidewalks throughout the Development meeting the standards and specifications of the City's Engineering Department.

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

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

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

If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.

Property Owners agree to at all times comply and be in compliance with all federal, state, and municipal laws while this agreement is in effect, including but not limited to those relating to the payment of taxes or other charges on tickets, admissions, or in any way connected with Property Owners' activities in connection with this agreement. Property Owners' failure or omission to comply with any such federal, state, or municipal laws will be considered a material breach of this agreement and will justify immediate termination of this agreement by the City.

This Agreement supersedes any and all prior understandings of the Parties, oral or written, in connection with the subject matter hereof and is intended by the Parties to be a complete and exclusive statement of their commitments and responsibilities with respect to the subject matter hereof.

Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this Agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email with confirmed receipt by the receiving party, to the Parties as specified in the signature blocks at the end of this document.

Property Owners agree to indemnify, hold harmless, and defend the City, its officers, employees, and agents, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, the negligent actions, willful misconduct, or omissions of the Property Owners, and the Property Owners' guests invitees, agents, and sub-contractors, including but not limited to actions for personal injury occurring on the Property Owners' property, and damage to the property of any person(s) while participating in Property Owners' activities related to this agreement, or any other cause of action arising from Property Owners' use of their property under this agreement.

In the event of any dispute hereunder or of any action to interpret or enforce this agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, declaratory or injunctive action, at trial, or on appeal.

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

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this agreement on the day and year first above written.

CITY OF MINOT, ND

By: _____
Thomas Ross, Mayor

Attest: Mikayla McWilliams
Mikayla McWilliams, City Clerk

Attn: Brian Billingsley, Community and Economic Development Director
PO Box 5006
Minot, ND 58702-5006
Brian.billingsley@minotnd.org

701 Development, LLP

By: _____
Andrew Gudmunson, President
3740 White Pine Cir. SE
Minot, ND 58701
ag@701realty.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 25rd day of October, 2022, before me personally appeared Andrew Gudmunson, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)
TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Four Seasons Construction, Inc.

By: _____
Mike Hayes, Registered Agent
1820 1st St. SE
Minot, ND 58701
fourseasonsminot@yahoo.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this 24 day of October, 202_, before me personally appeared Mike Hayes, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)
JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

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

Owner of Lot 3A, Block 1, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Melinda Spraggs
Melinda Spraggs
2505 Granite Drive
Minot, ND 58703
E-mail: Melinda_Spraggs@yahoo.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 28 day of Oct, 202_, before me personally appeared Melinda Spraggs, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

DEBBIE FAUSKE
Notary Public
State of North Dakota
My Commission Expires October 5, 2025

Debbie Fauske

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

Owner of Lot 3B, Block 1, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Richard K Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 30th day of October, 2021 before me personally appeared Richard Ooms, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

_____

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

Owner of Lot 3B, Block 1, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Sabine Ooms
305 27th Avenue NW
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this 1st day of November, 202_, before me personally appeared Sabine Ooms, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

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

Owner of Lot 1A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Joie M Bradford
2518 Granite Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this 1st day of November, 202_, before me personally appeared Joie M. Bradford known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

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

Owner of Lot 1A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Foster Ingram Gilbert III
2518 Granite Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 24 day of October, 202_, before me personally appeared Foster Ingram Gilbert III, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

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

Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Tyler Serr
2522 Granite Drive
Minot, ND 58703
E-mail: tylerserr@gmail.com

STATE OF ~~NORTH DAKOTA~~ Illinois MBH)
) ss
COUNTY OF St Clair)

On this 15th day of November, 2022, before me personally appeared Tyler Serr, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

MARY B HOLLOWAY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
June 22, 2025

NOTARY PUBLIC STATE OF ILLINOIS

Mary B. Holloway
Notary Public, St Clair County,
~~North Dakota~~ Illinois MBH
My Commission Expires: 06/22/2025

Owner of Lot 1B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Andrea Serr
2522 Granite Drive
Minot, ND 58703
E-mail: andreaserr.2014@yahoo.com

STATE OF ~~NORTH DAKOTA~~ Illinois)
) ss
COUNTY OF St Clair)

On this 1st day of November, 2023, before me personally appeared Andrea R. Serr, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

MARY B HOLLOWAY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
June 22, 2025

NOTARY PUBLIC STATE OF ILLINOIS

_____
Mary B. Holloway
Notary Public, St Clair County,
~~North Dakota~~ Illinois
My Commission Expires: 06/22/2025

Owner of Lot 7B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Graysen Trandem
2441 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 1st day of November, 202_, before me personally appeared Graysen Trandem known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

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

Owner of Lot 12A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Tyree Tipke
2405 Landmark Drive
Minot, ND 58703
E-mail: ttipke@gmail.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF ~~WARD~~ Williams)

On this 1st day of November, 2022, before me personally appeared Tyree A. Tipke, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

FELICIANA M. KING
Notary Public
State of North Dakota
My Commission Expires Oct. 28, 2025

Feliciana M King

Notary Public, Williams County,
North Dakota.
My Commission Expires: 10/28/2025

Owner of Lot 12A, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Kenyatta McLeod-Tipke
2405 Landmark Drive
Minot, ND 58703
E-mail: kmtip77@gmail.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2023, before me personally appeared Kenyatta McLeod-Tipke, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 12B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Steven Arroyo Baez
2401 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022, before me personally appeared Steven Arroyo Baez known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 12B, Block 2, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Jeannette Torres Calcorzi
2401 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022 before me personally appeared Jeannette Torres Calcorzi, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 1A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
John Manley
2320 Landmark Drive
Minot, ND 58703
E-mail: JOHNIRONMANLEY@GMAIL.COM

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 29 day of October, 2022, before me personally appeared John Manley, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

VANESSA CLARK
Notary Public
State of North Dakota
My Commission Expires
May 16, 2023

_____
Vanessa Clark
Notary Public, Ward County,
North Dakota.
My Commission Expires: May 16, 2023

Owner of Lot 1A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Erika Fray
2320 Landmark Drive
Minot, ND 58703
E-mail: ErikaFray@icloud.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 29 day of October, 2022, before me personally appeared Erika Fray, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

VANESSA CLARK
Notary Public
State of North Dakota
My Commission Expires
May 16, 2023

Vanessa Clark
Vanessa Clark

Notary Public, Ward County,
North Dakota.
My Commission Expires: May 16, 2023

Owner of Lot 1B, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Kylee Nelsen
Kylee Nelsen
2324 Landmark Drive
Minot, ND 58703
E-mail: kylee.nelsen@gmail.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022, before me personally appeared Kylee Nelsen, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 2A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Jonathan Pineda Salvador
2328 Landmark Drive
Minot, ND 58703
E-mail: jsalvador7@outlook.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 30th day of October, 2022, before me personally appeared Jonathan Pineda Salvador, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 2B, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Mark Simundson

Mark Simundson
2332 Landmark Drive
Minot, ND 58703
E-mail: mark@markSimu.com

STATE OF NORTH DAKOTA)
) ss
COUNTY OF WARD)

On this 24 day of October, 202_, before me personally appeared Mark Simundson, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

JORDAN WALD
Notary Public
State of North Dakota
My commission expires Aug. 14, 2024

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

Owner of Lot 7A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Michael Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 15 day of November, 2027, before me personally appeared Michael Kitchen known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 7A, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: Antania Kitchen
Antania Kitchen
2424 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 15 day of November, 2022, before me personally appeared Antania Kitchen, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 7B, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Maurice Johnson
2428 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 30th day of October, 2022 before me personally appeared Maurice Johnson, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 7B, Block 4, Highlands at North Hill 2nd Addition, to the City of Minot, North Dakota

By: _____
Jaclyn Malbrough
2428 Landmark Drive
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 30th day of October, 2022 before me personally appeared Jaclyn Malbrough, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 9A, Block 3, Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota

By: _____
Simsbert Clercent
2518 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022, before me personally appeared Simsbert Clercent known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 9B, Block 3, Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota

By: _____
Emery Jagrup
2522 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022, before me personally appeared Emery Jagrup, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

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

Owner of Lot 9B, Block 3, Highlands at North Hill 3rd Addition, to the City of Minot, North Dakota

By: Meimei Liang
Meimei Liang
2522 Landmark Dr.
Minot, ND 58703
E-mail: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 23rd day of October, 2022, before me personally appeared Meimei Liang, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

TYLER NEETHER
Notary Public
State of North Dakota
My Commission Expires March 24, 2026

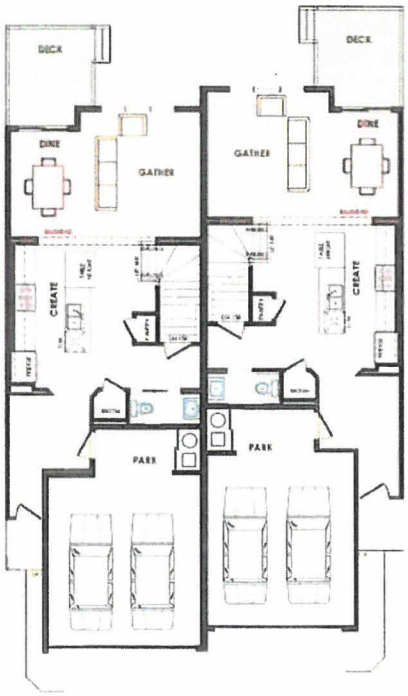
Notary Public, Ward County,
North Dakota.
My Commission Expires: _____

ATTACHMENT A

HIGHLANDS AT NORTH HILL 3RD ADDITION

COLOR PALETTE

Alta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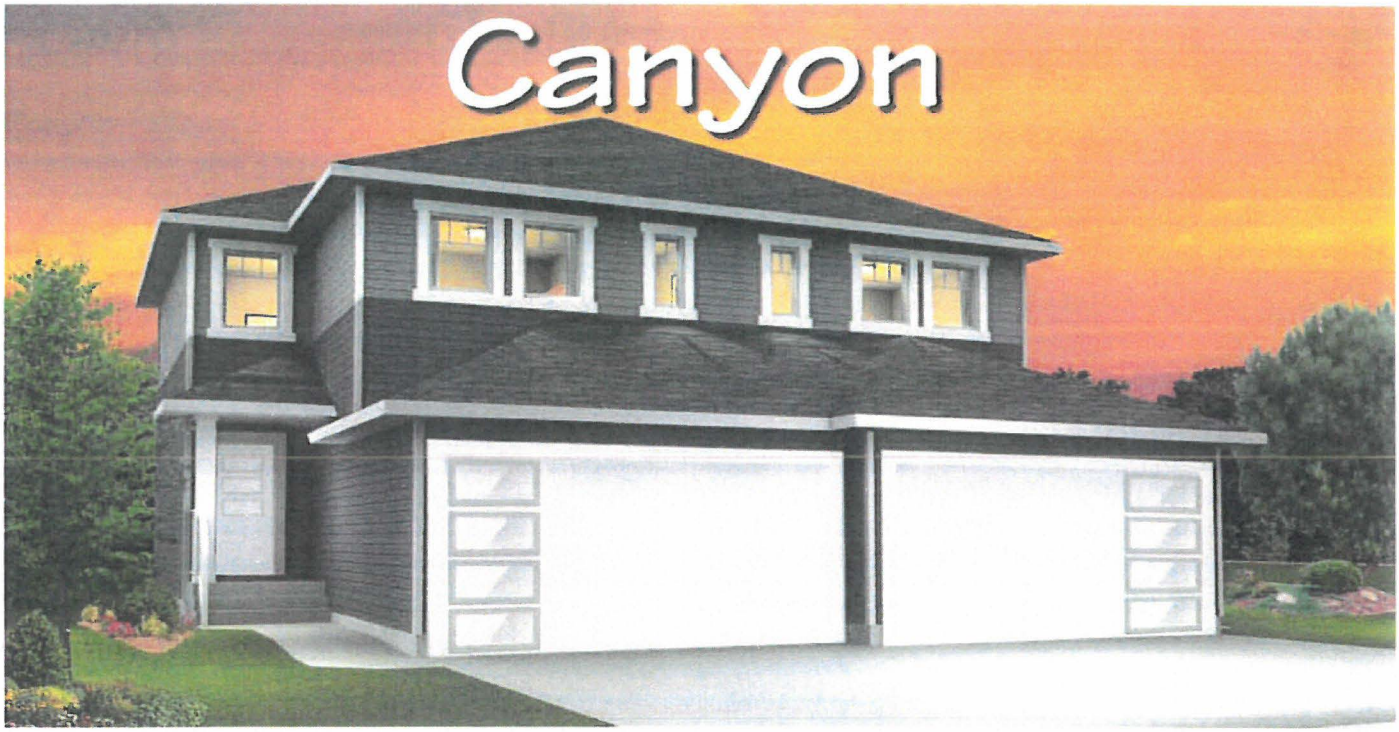
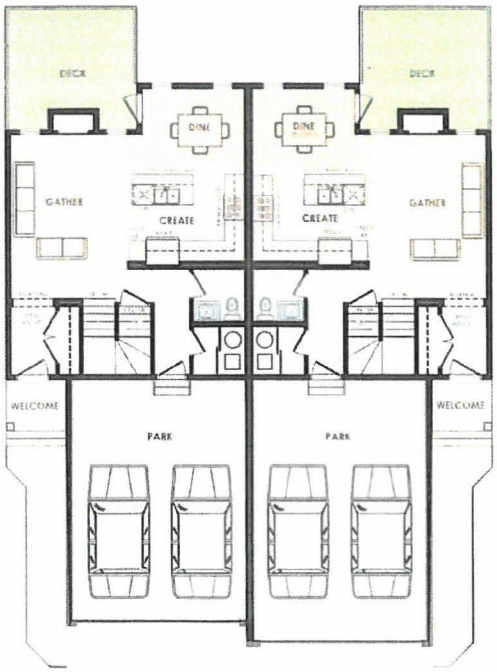

Canyon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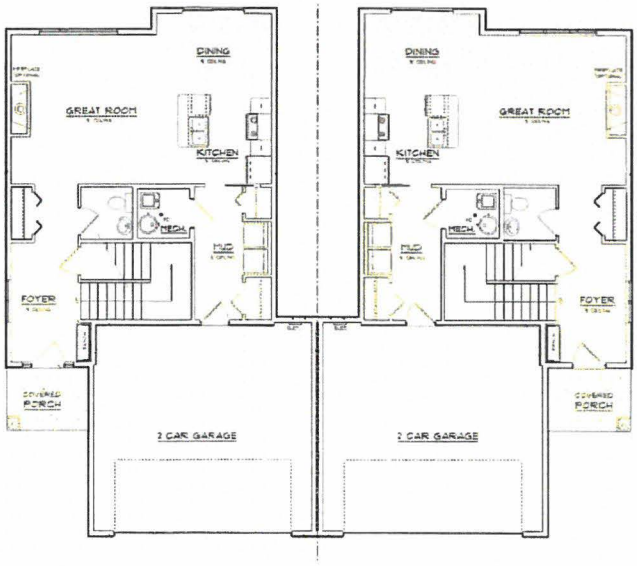
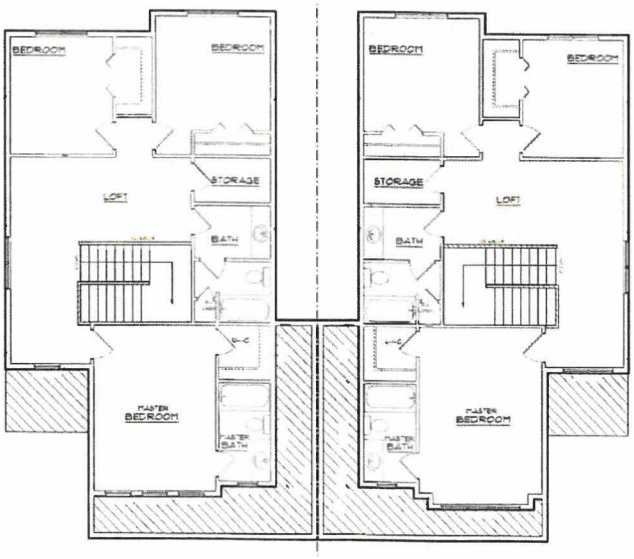


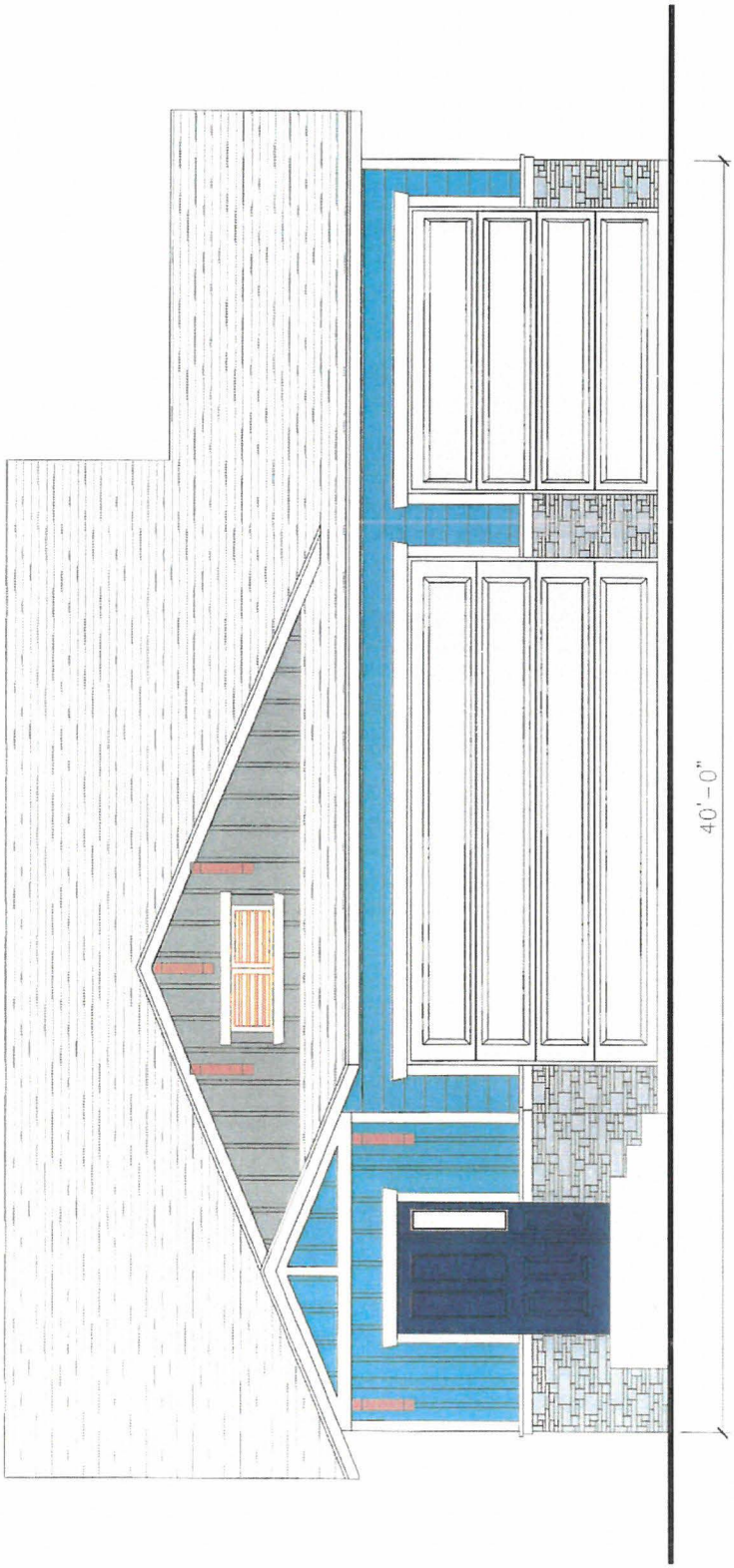
MAIN FLOOR PLAN



SECOND FLOOR PLAN

2 UNIT TOWNHOUSE
FRONT ELEVATION

The Brighton

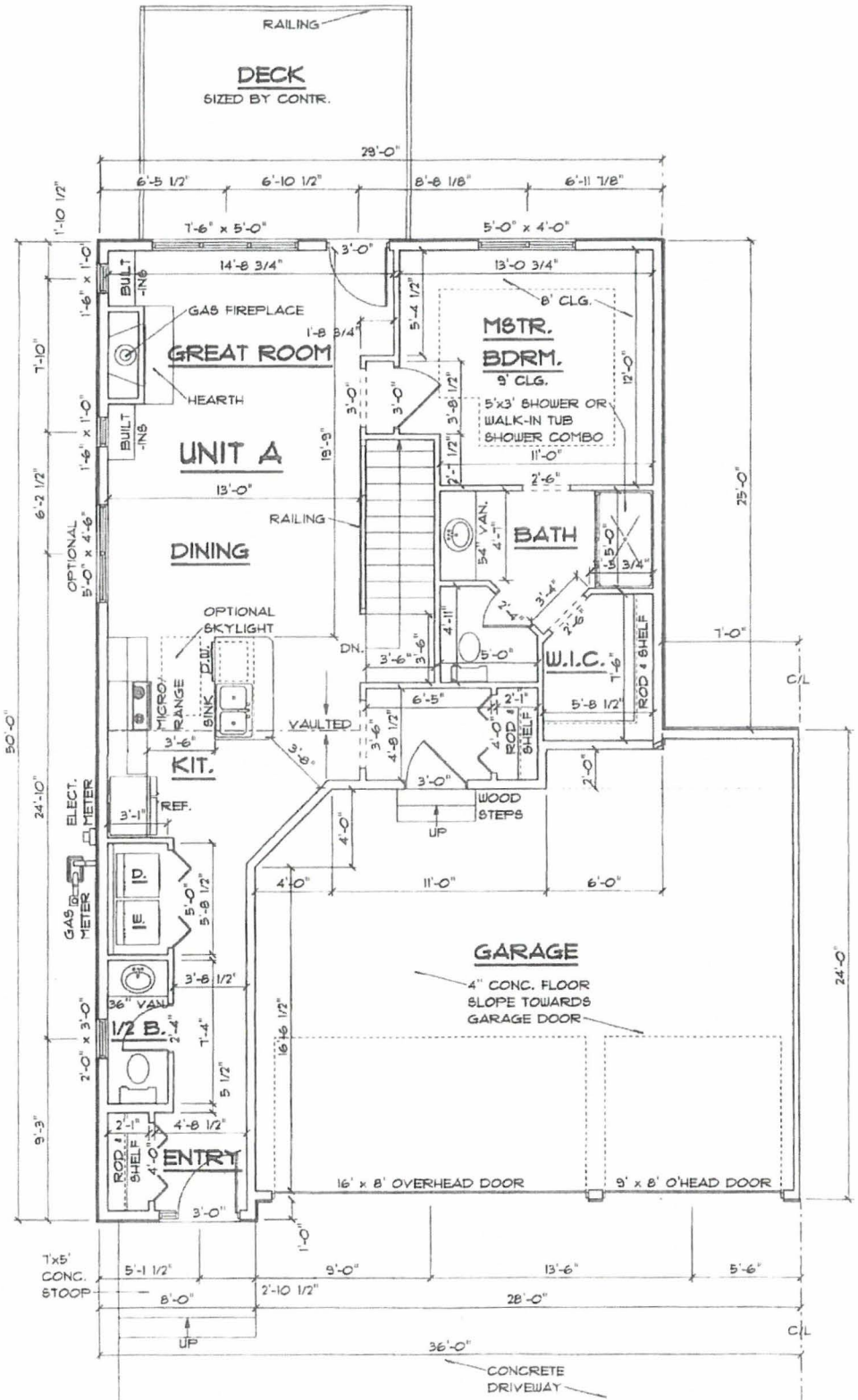


SINGLE FAMILY
FRONT ELEVATION

2 STORY
SINGLE FAMILY
FRONT ELEVATION

NOTE:
THESE FLOOR PLANS ARE TO BE USED FOR CONCEPTUAL PURPOSES ONLY AND MAY NOT REPRESENT THE FINAL PRODUCT.

CONCEPTUAL ELEVATION



FLOOR PLAN

1/8" = 1'-0"

UNIT A
1028 SQ. FT.
GARAGE
403 SQ. FT.

ATTACHMENT B

City of Minot

Project: Highlands at North Hill 2nd & 3rd Addition	☐ Intermediate Inspection	☒ Final Inspection (Punch List)
Owner: 701 Development, LLP	From: Lance Meyer	
Engineer: Ackerman-Estvold		
To: Andrew Gudmunson, McKenna Gudmunson, Randy Conway	Date: 6/6/2022	
	City Project No: 3958	
Re: Development Restart Inspection	Owner Project No:	

The items listed below were identified during the development walkthrough on May 25, 2022. The items listed are those that were viewed by city staff, the developer, and Ackerman Estvold. Developer must work with city to approve a developer agreement to secure these improvements before permits can be issued. Infrastructure security must be provided by developer per Land Development Ordinance. All improvements must be completed before certificates of occupancy can be issued.

Signed by: Date:

Inspection Notice

Project: Highlands at North Hill 2nd & 3rd Addition	☐ Intermediate Inspection	☐ Final Inspection (Punch List)
Owner Project No:	City Project No: 3958	

Number	Item	Accepted
	Consult with Prairie Engineering (street light designer) to review system integrity. Check to see if wiring can be salvaged in the ground and in the poles. Once the system is connected and powered, a review of the luminaires is required to see if they are operational.	
	Replace lighting feed point cabinet to city specifications.	
	Install ADA ramps at the intersections of Granite Drive/Landmark Drive and Ivory Street/Granite Drive.	
	Install 2nd lift of asphalt on Granite Drive and Ivory Street	
	Clean, inspect, reseed and establish turf on north detention pond to put the pond in service, also see attached punch list from 2017 for additional requirements. OR explore option to eliminate pond and work with neighboring property owner to acquire an easement	

	to drain storm sewer to larger slough northeast of the development. This will eliminate need for HOA.	
	Clean, inspect, and repair south detention pond to conform to the final design of the system.	
	As recommended by Kemper, install a new gate valve at 23rd Avenue/Ivory Street to isolate 3rd phase of development from the water system.	
	Flush, disinfect, and pressure test watermain from the intersection of Landmark Drive/Granite Drive east to Ivory Street and south to end of phase 1 of the development. Repair watermain as necessary to bring system into compliance.	
	Replace lids marked storm sewer with lids marked sanitary sewer where appropriate.	
	Visually inspect sanitary manhole benches on Ivory Street, remove any debris. Lamp lines to see if there is any debris in lines. If debris exists, flush the lines and remove debris.	
	Install missing street lighting system on Granite Drive and Ivory Street. Any new luminaries shall be LED unless electrical engineer says they are not compatible with existing system.	
	Attached final punch list from 2017 needs to be completed before certificates of occupancy are issued.	

ATTACHMENT C

ACKERMAN ESTVOLD
1907 17th Street Southeast · Minot, ND 58701
701.837.8737 · www.ackerman-estvold.com
Minot, ND | Williston, ND

Owner: Randy Rimmer
Contractor: Randy Rimmer
Owner Project #: 3958.1
A-E Project: 14120
Engineer: Sean Weeks
Attendance: Phase 1 Final Acceptance Walk Through; 10-25-17 (City of Minot-Ben Cofell, Grant Goldader, David Wicke) (Developer-Randy Rimmer) (Ackerman-Estvold-Curtis DeVeny)
Date Issued: 10-30-17 Updated 12-05-17

FINAL PUNCH LIST
Highlands at North Hill
Minot, ND

Date Completed	Items to be Completed
10/31/2017	CBMH 13 Needs grouted
10/31/2017	CBMH 10 Needs grouted
10/31/2017	San MH B grout adjusting rings, wrong lid
_____	Hydrant at the corner of 23rd & Landmark needs height adjustment
_____	Locate end of storm sewer near lot 1A or 1 B off of landmark and 23rd, pipe appears to exit through CBMH 23 to the west
10/31/2017	San MH E wrong lid
10/31/2017	Flush sanitary system from MH G to the south, catch flushings
_____	CBMH 1 needs new grate
10/31/2017	Finish retaining wall on 23rd Ave. and provide all Engineering information
_____	Backfill behind the curb in all locations
10/31/2017	Bundle and tape tracer wire in all sanitary sewer manholes
_____	Provide documentation of who is responsible for maintenance behind the retaining wall on 23rd
_____	Sidewalk on 23rd needs widened to 8'
_____	CBMH 22 needs grouted
10/31/2017	San Sewer F, wrong lid
10/31/2017	San Sewer G, wrong lid

_____	San MH 15 remove 2 steps at bottom of manhole, wrong lid
_____	Complete street lighting system
12/4/2017	Install the outlet structure at the north detention pond
_____	Storm MH 16 needs cleaned and grouted
_____	NORTH DETENTION POND: Grout the lifting eyes on the interior pond storm outlet FES. Install FES on the outer discharge pipe. Verify top elevation of the dike. Complete grading, topsoil placement and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. Install trash racks per City of Minot Specifications. 12-04-17
_____	SOUTH DETENTION POND: Complete the dike around the discharge outlet and verify top elevation. Fill the pond bottom as needed. Install a FES on the outer discharge pipe. Install trash racks per City of Minot Specifications. Complete grading, topsoil and seeding. Grading must be completed to specified elevations and slopes. It should accommodate future mowing operations. 12-04-17
_____	Fog coat all "boney" areas of the asphalt
_____	San Sewer MH D - replace broken casting, wrong lid
10/31/2017	San Sewer MH C clean, wrong lid
_____	Concrete in ROW needs contractor stamp
10/31/2017	Remove plastic on all ADA ramps truncated domes
10/31/2017	Remove test ball from San Sewer MH 1, hydro vac all solids
_____	21st Ave. storm sewer, install larger washer on tie bolts, seed surrounding area, install erosion control, fill eroded ditch areas with top soil

The Above list items require completion or correction. Please notify the engineer when these items are being completed. Upon completion the final payment processing will begin. This list is not to be construed as a complete tabulation of all items required for project completion, and does not relieve the Contractor of work included in the Contract Documents.

Recorder's Office, Ward, ND 11/22/2022 10:31:46 AM
I certfiy that this instrument was filed for record this date.
Kristin Kowalczyk, County Recorder

by _____ 3070196

COUNTY RECORDER
Seal
Ward Co. State of North Dakota

TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney
Mikayla McWilliams, City Clerk
Dave Chapman, Lieutenant Admin
Paul Pitner, City Council Member

DATE: November 17, 2025

SUBJECT: ALCOHOL ORDINANCE - COMPREHENSIVE UPDATE

I. RECOMMENDED ACTION

This is an informational item with the newly organized draft of the alcohol ordinance. It is recommended City Council consider the attached draft and provide feedback and direction.

II. DEPARTMENT CONTACT PERSONS

Dave Chapman, Lieutenant Admin, 701-857-9800
Mikayla McWilliams, City Clerk, 701-857-4752
Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

At its meeting on October 20, 2025, the Council considered staff's recommended alcohol ordinance updates and cap on retail liquor licenses. Following discussion, the Council provided the following directions to staff:

1. Reinstate the seating requirement provision for supper club licenses;
2. Consolidate retail beer, wine, and specialty restaurant licenses into a single category;
3. Remove license fees from the ordinance and instead establish fees annually by resolution as part of the budget process;
4. Streamline and condense all license classifications; and
5. Maintain the existing cap on retail liquor licenses.

Additionally, the Council considered but ultimately did not approve the creation of a new "off-sale" license category.

B. Proposed Project

The attached ordinance incorporates the revisions directed by the City Council at its October 20, 2025, meeting. In response to the Council's request to consolidate license classifications and modernize the alcohol licensing framework, staff has implemented the following changes:

1. Supper Club Definition: The ordinance restores the requirement that a supper club must include a minimum of 150 restaurant seats by including the seating requirement in the definition of a "supper club".
2. License Consolidation: The retail beer, wine, specialty restaurant, and motel licenses have been eliminated. The revised retail beer and wine license and hotel license are designed to meet the operational needs of former holders of those licenses. Additionally, the Fraternal Order, Club, National Guard, Serviceman/Veteran's Organization Licenses have all been consolidated down into one license - the "Fraternal Order, Club, or Military Organization License."
3. Fee Structure Update: All references to license fees have been removed from the ordinance. In accordance with Section 5-14, license fees will now be established annually by City Council resolution as part of the budget process.
4. Building Official Duties: At the request of the City's Building Officials, we removed the requirements under Section 5-24 and 5-25 that they participate in alcohol licensing and renewals. The Building Officials will provide consultation to staff upon request.

C. Recommendation Detail

The ordinance contemplates an effective date of January 1, 2027. Following approval of the ordinance, staff will begin laying the groundwork to have the ordinance logistics – such as completing the fee resolution, a public information campaign to inform license holders and the public of pertinent changes, and updating the city's licensing software to contemplate the restructured licenses. The City's present ordinance will remain in place through fiscal year 2026.

Refreshing the City's alcohol ordinances may provide some clarity and new opportunities for local residents and business owners. It may also cause concern for those that favor the City's current ordinance format and licensing/permitting structure. Staff recommends the Council consider the attached draft and provide feedback and direction.

IV. IMPACT

A. Aspirations

The Dynamic & Flourishing aspiration could be served by a rewrite by allowing the City of Minot to look towards the future and the growth of the city.

The Safe & Welcoming aspiration aligns with this process by ensuring each license holder follows the City of Minot and State of ND laws pertaining to alcohol licensing.

B. Service/Delivery Impact:

Rewriting the City's alcohol ordinances will require local residents and business owners to acclimate to the new ordinances, the impact of which may vary.

C. Fiscal Impact

Project Costs

Staff time

Project Funding

Staff time

VI. ALTERNATIVES

Option 1: Council can approve this draft ordinance on first reading;
Option 2: Council can provide feedback and direction to City staff.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING ALCOHOL LICENSE AND PERMIT FEES FOR PURSUANT TO SECTION 5-14 OF CHAPTER 5 (ALCOHOLIC BEVERAGES), ARTICLE II (ALCOHOL LICENSES), DIVISION 1 (LICENSES – GENERALLY), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA.

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

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof, including the authority to fix the fees, numbers, terms, conditions, duration, and manner of issuing and revoking licenses in the exercise of its governmental police powers; and

WHEREAS, the Minot City Council desires to set the license, issuance, and transfer fees for the licenses listed in Chapter 5 (Alcoholic Beverages) pursuant to Minot City Ordinance Sec. 5-14, which grants the Council the authority to set these fees by resolution; and

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

1. **The following <u>annual alcohol license fees</u> are hereby established for the City of Minot:**

a.	Retail Liquor	$3,125.00
b.	Retail Beer and Wine	$950.00
c.	Supper Club	$3,125.00
d.	Winery	$325.00
e.	Hotel	$2,500.00
f.	Fraternal Order, Club Military Organization	$500.00
g.	MAYSA	$947.50
h.	Airport Terminal Restaurant	$3,125.00
i.	Souris Valley Golf Course	$947.50
j.	Private Golf Course	$3,125.00
k.	Minot State University	$3,125.00
l.	Movie Theater	$3,125.00

2. **Other fees relating to alcohol licensing include:**

a.	Special Event Permits	$25.00

b. Special Event Permit Late Fee $75.00

3. **This Resolution shall be effective for all licenses and permits issued for fiscal year 2027 and shall remain in effect until modified or terminated by the City Council.**

Passed and adopted this ____ day of _____, 2025.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

CHAPTER 5 - ALCOHOLIC BEVERAGES

ARTICLE I. GENERAL PROVISIONS

Sec. 5-0. Preamble.
Sec. 5-1. Definitions.
Sec. 5-2. Authority, Territorial Jurisdiction, and Application of Chapter.
Sec. 5-3. Exceptions.
Sec. 5-4 through 5-10. - Reserved.

ARTICLE II. ALCOHOL LICENSES

Division 1. Licenses – Generally.

Sec. 5-11. License Required To Sell Alcoholic Beverages, Exceptions.
Sec. 5-12. City Retail License Categories, Descriptions, and Requirements.

a. The following city retail licenses are hereby established:
   1. Retail Liquor.
   2. Retail Beer and Wine.
   3. Supper Club.
   4. Winery.
   5. Hotel.
   6. Fraternal Order, Club, Military Organization.
   7. MAYSA.
   8. Airport Terminal Restaurant.
   9. Souris Valley Golf Course.
   10. Private golf course.
   11. Minot State University (MSU).
   12. Movie Theater.

Sec. 5-13. License Term
Sec. 5-14. License Fees.
Sec. 5-15. Only licensee to operate under license.
Sec. 5-16. Exceptions to the limitations as to the number of licenses.
Sec. 5-17. Mandatory alcohol server training.
Sec. 5-18. Compliance Checks.
Sec. 5-19 through 5-20. - Reserved.

Division 2. Application and Qualifications for Licenses and Permits.

Sec. 5-21. Application for license – Information required.
Sec. 5-22. License application deadlines.
Sec. 5-23. Investigation of application.
Sec. 5-24. Inspection of licensed premises.
Sec. 5-25. City Clerk to submit application to City Council; approval.
Sec. 5-27. Identification number.
Sec. 5-28. Disqualifying circumstances.
Sec. 5-29. Refund or fee upon denial; exception.
Sec. 5-30. License Renewals.
Sec. 5-31. License Transfers and Amendments.
Sec. 5-32. License to constitute a defeasible property right, transfer or other change in status not binding until approved by Council.
Sec. 5-33 through 5-40. - Reserved.

Division 3. Termination, Suspension, Revocation – Hearing Process.

Sec. 5-41. Termination.
Sec. 5-42. Council authority to suspend or revoke a license.
Sec. 5-43. Complaints against Licensees – Notice.
Sec. 5-44. Hearings.

Division 4. Penalties and Appeals.

Sec. 5-45. Licensee Penalties.
Sec. 5-46. Penalty for failure to complete mandatory alcohol server training.
Sec. 5-47. Appeal.
Sec. 5-48. No refund of fee when license is terminated, suspended, or revoked.
Sec. 5-49. No license to be issued until five years after revocation.
Sec. 5-50 through 5-54 – Reserved.

ARTICLE III. REGULATION OF LICENSED PREMISES, PATRONS, MINORS

Division 1. Licensed Premises Regulations

Sec. 5-55. Special Event Permits; fees.
Sec. 5-56. Outdoor Premises Requirements – Permit Available.
Sec. 5-57. Adequate Parking.
Sec. 5-58. Premises and Records available.
Sec. 5-59. Removal of wine from restaurant.
Sec. 5-60. Sale of beer in kegs – Registration and marking required.
Sec. 5-61. Sale of alcoholic beverages in exchange for goods prohibited.
Sec. 5-62. Licensee to close at certain times.
Sec. 5-63. Wine tasting permitted.
Sec. 5-64. Bottle Clubs Prohibited – Penalty.
Sec. 5-65. Retail delivery prohibited; exception.
Sec. 5-66. Clubs and lodges prohibited from making off-sales, and from making deliveries of alcoholic beverages.
Sec. 5-67. Sale of alcoholic beverages at municipal auditorium and armory complex by licensed liquor dealers.

Sec. 5-68. Dispensing of alcoholic beverages at private party held at municipal auditorium or armory.
Sec. 5-69. Nudity, semi nudity and sexually explicit acts prohibited.
Sec. 5-70 through 5-75. - Reserved.

Division 2. Patrons and Minors Regulations

Sec. 5-76. Open Container and Public Consumption limited.
Sec. 5-77. Possession and consumption of alcoholic beverages by minors.
Sec. 5-78. Presence in licensed premises prohibited as to minors.
Sec. 5-79. Licensee prohibited from allowing minors on licensed premises.
Sec. 5-80. Minors shall not enter licensed premises – Exceptions – Penalty.
Sec. 5-81. Proof of Identification – Refusal – Penalty.
Sec. 5-82. Misrepresentation of Age.
Sec. 5-83. Purchasing for or furnishing alcohol to minors.
Sec. 5-84. Licensee shall not sell or dispense alcoholic beverages to minors.
Sec. 5-85. Licensee shall not allow minors to be furnished with alcoholic beverages.
Sec. 5-86 through 5-90. - Reserved.

Division 3. Penalties.

Sec. 5-91. General Penalty for Violations of this Chapter

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5 (ALCOHOLIC BEVERAGES), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO

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 to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof, including the authority to control its finances and fiscal affairs; and

WHEREAS, the City Council moved to establish the Alcohol Ordinance Review and Rewrite Committee to conduct a comprehensive review of Chapter 5 of the City of Minot's Code of Ordinances (Chapter 5) and make recommendations on code updates, to include a study of whether or not to retain the present cap on the City's liquor licenses; and

WHEREAS, the Alcohol Ordinance Review and Rewrite Committee held several meetings to discuss Chapter 5 amendments and priorities with City staff, eventually adjourning with a recommendation that staff incorporate their proposed changes along with staff recommendations and present the same to the City Council; and

WHEREAS, the City Council directed staff to return on October 20, 2025 with an ordinance reflecting the changes recommended by the Alcohol Ordinance Review and Rewrite Committee and staff's recommendations, and retaining the liquor license cap; and

WHEREAS, the ordinance that follows reflects the changes recommended by the Alcohol Ordinance Review and Rewrite Committee and staff's recommendations, and retaining the liquor license cap; and

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

§ 1. That Chapter 5 (Alcoholic Beverages), Code of Ordinances, City of Minot, North Dakota, is hereby repealed and re-enacted as follows:

CHAPTER 5 - ALCOHOLIC BEVERAGES

ARTICLE I. GENERAL PROVISIONS

Sec. 5-0. Preamble.

The City of Minot finds that the safety and welfare of its citizen and neighborhoods are of highest priority and the judicious dispensing of alcohol is in keeping with this premise. The possession of an alcoholic beverage license in the city is a privilege, not a right; a privilege that must not be taken

Commented [SS1]: Similar to Grand Forks City Ordinance Sec. 21-0200:

for granted, but rather must be continually conditioned by the license holder's adherence to applicable laws and regulations.

Sec. 5-1. Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

a. *Alcohol* means neutral spirits distilled at or above one hundred ninety degrees (190) proof, whether or not such product is subsequently reduced, for nonindustrial use.
b. *Alcoholic beverages* means any liquid suitable for drinking by human beings, which contains one-half of one (0.5) per cent or more of alcohol by volume.
c. *Beer* means any malt beverage containing one-half of one (0.5) per cent or more of alcohol by volume and includes an alcoholic beverage made by the fermentation of malt substitutes, including rice, grain of any kind, glucose, sugar, or molasses, which has not undergone distillation.
d. *Bottle* or *can* means any container, regardless of the material from which made, having a capacity less than a bulk container for use for the sale of malt beverages at retail.
e. *Consume* means the actual drinking of an alcoholic beverage, whether in its original form or mixed with any other ingredient, for the purpose of consumption.
f. *City Council* and/or *Council* means the Minot City Council.
g. *Denaturants* means additives that when added to alcohol make the alcohol unpleasant to taste, smell, or ingest.
h. *Denatured alcohol* means alcohol that has been treated with denaturants to make it unfit for human consumption as a beverage.
i. *Designee* means a person selected or designated to carry out specific duties on behalf of another.
j. *Distilled spirits* means any alcoholic beverage that is not beer, wine, sparkling wine, or alcohol.
k. *Distillery* refers to a domestic operation wherein the owner/operator of the distillery produces distilled spirits within the state of North Dakota in accordance with the provisions of N.D.C.C. § 5-01-19.
l. *Entertainment* shall mean all forms and types of entertaining the patrons of a licensed premises, whether such entertainment is provided by means of live, audio, and/or video presentations, whether remote or prerecorded; provided, however, that "entertainment" shall not be deemed to include the use of any regularly broadcast television or radio programs, pay-per-view broadcasts, or coin-operated music machines.
m. *In bulk* means in containers having a capacity not less than one-sixth barrel for use for the sale of malt beverages at retail.
n. *Food* means food items that are prepared in a kitchen with at least an indoor grill and that are served at a tabletop. Fresh popcorn or prepackaged snacks or candy are not considered food for the purposes of this chapter.
o. *Growler* means a professionally sanitized and sealed glass bottle with a capacity not to exceed sixty-four (64) ounces filled by a licensee or an employee of a licensee with beer from a keg procured or produced by the licensee in accordance with applicable laws. The sale of a filled Growler is authorized only for those licenses approved to sell alcoholic beverages both on-sale and off-sale. The filling of Growlers by means of a tapped keg shall not constitute breaking of a package. Growlers may only be filled from kegs procured by the licensee from a duly licensed wholesaler or produced by the licensee pursuant to applicable laws. Only professionally sanitized and sealed Growlers may be filled and made available for

Commented [SS2]: Definition from NDCC 5-01-01(1)

Commented [SS3]: Definition from NDCC 5-01-01(3).

Commented [SS4]: Definition from NDCC 5-01-01(4).

Commented [SS5]: Definition from Grand Forks City Ordinance 21-0201(3).

Commented [SS6]: Definition similar to Fargo City Ordinance 25-1501(5).

Commented [SS7]: Definition similar to what is found in Chapter 51, Internal Revenue Code.

Commented [SS8]: Definition similar to what is found in Chapter 51, Internal Revenue Code.

Commented [SS9]: Definition from NDCC 5-01-01(6).

Commented [SS10]: Definition from Fargo City Ordinance 25-1501(7).

Commented [SS11]: Definition from Fargo City Ordinance 25-1501(8).

Commented [SS12]: Definition from NDCC 5-01-01(8).

Commented [SS13]: Definition from Bismarck City Ordinance 5-01-01(3).

Commented [SS14R13]: See also NDCC 5-02-05(2)(c).

Commented [SS15]: Added language from Bismarck City Ordinance 5-01-01(4).

retail sale. The sale of a filled Growler shall be considered off-sale. A Growler with a broken seal shall be considered an open container for the purposes of Minot City Ordinance 5-75.

p. *Guardian* for purposes of this chapter means an individual who has legal responsibility for the health and well-being of the individual under twenty-one years of age.

q. *Licensed premises* means the premises on which beer, liquor, or alcoholic beverages are normally sold, stored, or dispensed and is delineated by diagram or blueprint which shall be included with the license application or the license renewal application.

r. *Liquor* means any alcoholic beverage except beer or wine.

s. *Local License* means a retail alcoholic beverage license issued by the City of Minot.

t. *Lodge* or *club* means and includes any corporation or association organized for civic, fraternal, social, or business purposes, or for the promotion of sports, which has at least two hundred (200) members at the time a license is applied for and shall have been in existence for at least twenty (20) years prior to the time of application for the license; provided, that a local organization that has not existed for twenty (20) years but is a subsidiary of and chartered by a national organization which has had a bona fide existence for more than twenty (20) years shall be deemed to be a "lodge" or "club" for purposes of this article.

u. *Location transfer* means a change in the location of the licensed premises.

v. *Mandatory Server Training* means server training that has been approved by the Minot Police Department and/or its designee for any person responsible for, or participating in, any activity involved in the stream of service of alcoholic beverages, including, but not limited to, selling, dispensing, serving, identification, verification, admission and security at licensed liquor establishments, including restaurants. Mandatory server training applies to, but is not limited to, managers, servers, security bartenders, and door attendants, or any other employee or agent of the Owner in the capacity to determine compliance with applicable laws.

w. *Minor* means a person that is under twenty-one years of age.

x. *Movie theater* means any establishment whose business building contains a square footage of at least seven thousand five hundred (7,500) square feet and fixed seating capacity for at least one hundred fifty (150) where motion pictures are screened regularly, and which premises meets building code requirements for said screenings.

y. *Off-sale* means and includes the sale of alcoholic beverages in the original package, or in a Growler as defined in this section, for consumption off or away from the licensed premises where sold, including permitted deliveries. Off-sale sales of alcoholic beverages shall occur only at the place designated in such license and not elsewhere, unless the licensee obtains a special event permit in accordance with Minot City Ordinance 5-55. No opening of the package sold on the premises is permitted. Every Off-sale sale of alcoholic beverages must be completed by delivery of the beverage sold to the actual purchaser thereof. A licensee with an Off-sale license may periodically provide complimentary samples of alcoholic beverages for promotional purposes, to be consumed on the premises.

z. *On-sale* means and includes the sale of alcoholic beverages for consumption on the licensed premises where sold except that nothing in this section shall prohibit any person from taking and consuming a lawfully purchased on-sale alcoholic beverage from one licensed premises to another licensed premises located contiguously in the same building. An on-sale license shall authorize the license holder to conduct such on-sales only at the place designated in such license and not elsewhere, unless the licensee obtains a special event permit in accordance with Minot City Ordinance 5-55.

Commented [SS16]: Definition from NDCC 5-02-06(2)(a).

Commented [SS17]: Definition from current ordinance, consistent with NDCC 5-01-01(11) except that I added wine to clarify that wine would not be considered liquor.

Commented [SS18]: Added language similar to Fargo City Ordinance 25-1501(13). Our prior definition regarding the Liquor Control Act is similar to Bismarck's Section 5-01-01(8).

Commented [SS19]: Definition from Fargo City Ordinance 25-1501(12).

Commented [SS20]: Definition from Fargo City Ordinance 25-1501(26).

Commented [SS21]: Definition from Williston City Ordinance §3-1.

Commented [SS22]: Added language from Grand Forks City Ordinance 21-0201(7).

Commented [SS23]: Added language from Added language from Grand Forks City Ordinance 21-0201(8).

Commented [SS24]: Added exception from Bismarck City Ordinance 5-01-01(10).

aa. *Organization* means a domestic or foreign corporation, general partnership, limited partnership, or limited liability company.

bb. *Owner* as used in this Chapter means the person or entity that is issued a license to serve alcoholic beverages under the City's ordinances, and is also referred to as the 'licensee' and a 'license holder'.

cc. *Ownership transfer* means any assignment, sale, exchange, or other conveyance of any license issued pursuant to the provisions of this Chapter. An ownership transfer occurs upon the assignment, sale, exchange, or other conveyance of fifty percent (50%) or more of the Owner's interest in their license, whether such assignment, sale, exchange, or other conveyance occurs in one (1) single transaction or multiple transactions within the prior thirty-six (36) months. Recognizing that the licensee may be a business entity consisting of multiple business entities, then in addition to the foregoing, an ownership transfer shall be deemed to occur whenever the a change in ownership interest occurs by a change in ownership of fifty (50%) or more of any of the licensee business entities or by any indirect change of ownership whenever there is a fifty percent (50%), or more, change in ownership held by any single natural person. The term "ownership transfer" shall not apply to the following described conveyances:

1. When an individual licensee issued a license pursuant to the provisions of this Chapter has become deceased, the license may be transferred to another individual or business entity upon application of the personal representative of the decedent's estate to the city; provided, however, that such individual or business entity receiving the license is subject to all the requirements of this Chapter relating to the application for a license and the qualifications of the license holder.
2. When any business entity licensee issued a license pursuant to the provisions of this Chapter voluntarily dissolves, the license may be issued to any individual or business entity that held an ownership interest at the time of the issuance or last renewal of the license (whichever occurred most recently), and whose application is approved by the holders owning a majority of the ownership interest in the business entity prior to the time of dissolution; provided, however, that such individual or business entity receiving the license is subject to all the requirements of this Chapter relating to the application for a license and the qualifications of the license holder.
3. When an individual licensee desires to transfer a license to a business entity in which the license holder is the owner of at least a majority of the ownership interest in the business entity; provided, however, that such licensee's ownership in the transferee business entity does not fall below a majority interest in the transferee business entity without the prior approval of the city council and reapplication for the license by the transferee business entity. The transferee business entity shall be subject to all of the requirements of this Chapter relating to the application for a licensee and the qualifications of a license holder.
4. When a business entity licensee desires to transfer its license to another business entity having substantially the same partners or stockholders; provided, however, that such individual or business entity receiving the license is subject to all the requirements of this Chapter relating to the application for a license and the qualifications of the license holder.

Commented [SS25]: New language – added with the intent to clarify ownership transfer.

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Commented [SS26]: See Fargo Municipal Code No. 25-1501(17):

5. When an individual licensee desires to transfer their license to a relative as defined herein. For purposes of this subsection only, a similar conveyance of shares of stock in a license holder corporation shall not be considered a "transfer" if the person seeking to convey shares of stock owns at least a majority of the outstanding shares of the stock in the corporation or is seeking to convey shares or stock to a relative as defined herein.

dd. *Package* and *original package* shall mean and include any container or receptacle holding alcoholic beverages which is corked or sealed by the manufacturer and which cork or seal has not been removed or broken prior to the sale of such package to the purchaser; except that the filling of a Growler, as defined in this section, shall not constitute the breaking of a package under this definition.

ee. *Person* means and includes persons, partnerships, unincorporated associations, and bodies corporate.

ff. *Relative* means any individual having a relationship with another individual by marriage, blood, or adoption. This term explicitly includes a mother, father, stepmother, stepfather, grandparent, brother, sister, stepbrother, stepsister, and grandchild. Should any dispute arise over whether an individual is a relative for purposes of applying this ordinance, the Council shall defer to the definition of a relative provided by the North Dakota Century Code.

gg. *Restaurant* means a business which prepares and sells food in a kitchen with at least an indoor grill for consumption on the premises where the food and alcoholic beverages are sold, which is properly licensed or permitted for such activity by the appropriate public health authorities who have charge of such matters.

hh. *Sale* means and includes all methods or modes of furnishing alcoholic beverages for a consideration, including selling, exchanging, bartering, dispensing or similar means of transfer. Such term shall include all transactions, whether for cash, credit or other consideration and shall include, but not be limited to, transactions where the consideration for the alcoholic beverage is included or combined with another transaction or where the consideration is considered a "donation", or used to purchase any ticket, token, or other object redeemable for alcoholic beverages. The term also includes the keeping for sale and disposition of such alcoholic beverages.

ii. *Retail sale* shall mean a sale of alcoholic beverages for use or consumption and not for the purpose of resale.

jj. *Sparkling wine* shall mean wine made effervescent with carbon dioxide.

kk. *Special event* means an event held at a location other than the primary place of business for the license holder and requires a permit as required by Minot City Ordinance Sec. 5-55 and North Dakota Century Code Sec. 5-02-01.1.

ll. *Supper club* shall mean an establishment or enterprise which primarily operates as a restaurant, whose restaurant has the capacity to seat one hundred fifty (150) or more patrons at the same time, ~~and~~ holds a Supper Club License as described in Minot City Ordinance Sec. 5-12, ~~which~~ and whose restaurant shall demonstrate ~~that~~ on an annual basis~~,~~ that their gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed on the licensed premises.

mm. *Transfer* shall mean as context provides, either a change in location of the licensed premises, or any assignment, sale, exchange or other conveyance of any license issued pursuant to the provisions of this Chapter.

nn. *Twenty-one years of age* means it is after 8:00 a.m. on the date twenty-one (21) years after a person's date of birth.

oo. *Wholesaler* shall mean and include any person engaged in the sale and distribution of liquor at wholesale to persons holding a retail license for the sale and

Commented [SS27]: See N.D.C.C. 5-02-06(2)(c) where individuals under 21 can enter under certain circumstances and includes the indoor grill component.

Commented [SS28]: Added language from Fargo Municipal Code No. 25-1501(22)

Commented [SS29]: See Fargo Municipal Code No. 25-1501(24):

"Transfer" shall mean a change in location of the licensed premises; or any assignment, sale, exchange or other conveyance of any license issued pursuant to the provisions of this article.

distribution of alcohol and alcoholic beverages within the state or interstate commerce.

pp. *Wine* means the alcoholic beverage obtained by fermentation of agricultural products containing natural or added sugar or such beverage fortified with brandy and containing not more than twenty-four (24) per cent alcohol by volume.

qq. *Winery* shall mean a domestic operation wherein the owner/operator of the winery shall produce wine within the state of North Dakota in accordance with the provisions of N.D.C.C. § 5-01-17.

Commented [SS30]: See Fargo Municipal Code No. 25-1501(28):

Commented [SS31]: Amended to clarify authority and jurisdiction and moved to new Section 5.1

Sec. 5-2. Authority, Territorial Jurisdiction, and Application of Chapter.

Pursuant to Chapter 40-05.1 of the North Dakota Century Code (N.D.C.C.) and the Home Rule Charter of the City of Minot, the City of Minot has the authority to regulate the sale and consumption of alcoholic beverages. This chapter is declared to be an exercise of the police power directly affecting and designed to promote the peace, safety, good order, health, and well-being of the people of this city. This chapter shall apply to all territory within the city and to such outlying contiguous territory without the corporate limits within which the city may exercise police jurisdiction as defined by law.

Sec. 5-3. Exceptions.

a. This chapter shall not apply to wines delivered to priests, rabbis, pastors, and ministers for sacramental use.
b. This chapter shall not be construed to apply to the following items, when they are unfit for beverage purposes:
   1. Denatured alcohol produced and used pursuant to federal law;
   2. Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
   3. Flavoring extracts, syrups, food products, or alcoholic products involved in food preparation;
   4. Scientific, chemical, and industrial products;
   5. Nor to the manufacture or sale of the aforementioned items containing alcohol.
   ~~5.~~

Commented [SS32]: See Grand Forks City Code § 21-0203:

(1) This article shall not apply to wines delivered to priests, rabbis, pastors and ministers for sacramental use.
(2) This article shall not be construed to apply to the following articles, when they are unfit for beverage purposes:
(A) Denatured alcohol produced and used pursuant to federal law;
(B) Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
(C) Flavoring extracts, syrups, food products or alcoholic products involved in food preparation;
(D) Scientific, chemical, and industrial products;
(E) Manufacture or sale of such articles containing alcohol.

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Sec. 5-4 through 5-10. - Reserved.

ARTICLE II. ALCOHOL LICENSES

Division 1. Licenses – Generally.

Sec. 5-11. License Required To Sell Alcoholic Beverages, Exceptions.

a. No person shall sell alcoholic beverages at retail within the city limits of Minot without securing a state license and a license from the City of Minot. It is unlawful for any person to engage in the sale of beer, liquor, wine, or other alcoholic beverages within the City without first obtaining a license or permit to sell alcoholic beverages from the City of Minot.
b. The City of Minot's license shall allow the sale (and consumption, when applicable health code requirements are met) of alcoholic beverages only on the premises to which the license specifically relates, unless the licensee obtains a special event permit pursuant to Sec. 5-55.
c. No licensee shall be permitted to hold more than one (1) license under this Chapter per premises, unless specifically authorized in this Chapter.

d. No license shall be required for a winery or other operator having a license from the state tax commissioner and only being present within the city to utilize special event permits issued by the state tax commissioner state law, provided that the owner or operator presents the state tax commissioner permit to the city clerk and obtains a permit for each event from the city clerk in accordance with the procedure set forth in section 5-55 of this Code of Ordinances.

Sec. 5-12. City Retail License Categories, Descriptions, and Requirements.

Commented [SS33]: Cross-reference with Minot City Ordinance Sec. 5-16 – contains all current licenses, but listed out for ease of reference.

a. The following city retail licenses are hereby established:
~~1. Retail Beer.~~
~~2.~~1. Retail Liquor.
~~3.~~2. Retail Beer and Wine.
~~4. Specialty Restaurant Wine Sale.~~
~~5. Specialty Restaurant Beer Sale~~
~~6.~~3. Supper Club.
~~7.~~4. Winery.
~~8.~~5. Hotel.
~~9. Motel.~~
~~10.~~6. Fraternal Order, Club, ~~or~~ Military Organization~~Club~~.
~~11. Serviceman's or Veteran's Organization.~~
~~12.~~7. MAYSA.
~~13.~~8. Airport Terminal Restaurant.
~~14.~~9. Souris Valley Golf Course.
~~15. North Dakota National Guard.~~
~~16.~~10. Private golf course.
~~17.~~11. Minot State University (MSU).
~~18.~~12. Movie Theater.

~~b.~~ Retail license descriptions and specific requirements:

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~~1. Retail Beer.~~
~~a. A retail beer license shall be for the on-sale and/or off-sale of beer.~~
~~b. Fee. The fee for a retail beer license shall be six hundred twenty-five ($625.00) per year.~~
~~c. A holder of a retail beer license on or before June 1, 1973 shall not convey nor transfer that license and submit application for another license in one (1) of the two (2) newly designated classes of licenses.~~
~~d.~~b. ~~Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.~~

~~2.~~1. Retail Liquor.
a. A retail liquor license shall be for the on-sale and/or off-sale of liquor, beer, and wine.
~~b. Fee. The fee for a retail liquor license shall be three thousand one hundred twenty-five dollars ($3,125.00) per year.~~
~~c.~~b. A holder of a retail liquor license on or before June 1, 1973 shall not convey nor transfer that license and submit application for another license in one (1) of the two (2) newly designated classes of licenses.
~~d.~~c. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of

the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~c.~~d. Limitation on number of licenses. The total number of retail liquor licenses in force in any one (1) year shall not exceed one (1) for each one thousand five hundred (1,500) persons, or major fraction thereof, of the total population of the city. The city council may issue such additional licenses as it deems warranted by the change in population. Before the official 2020 United States Census, this population of the city shall be determined by the most recent official federal, regular, or special census. After the official 2020 United States Census, this population of the city shall be determined by the most recent official federal, regular, or special census or by the annual official United States Census Bureau population estimate.

i. Exception as to the limitation as to the number of retail liquor licenses. If because of a growth in the population of the city or because of the revocation or voluntary surrender of a license, or because any of the numerical limitation formulas under section 5-12(b)(1~~2~~) are amended, there becomes available for issuance a license under the authority of this chapter, and if it appears to the city council that it is reasonably likely that more than one (1) person might be interested in obtaining the license, given the then current market demand in the city for licenses of that type, the city shall advertise the availability of the license for a reasonable period of time and shall auction the license off openly or through sealed written bids to the highest bidder. The successful bidder must qualify under city ordinance and state law in order to obtain the license. The city may set a minimum auction or bid price and/or other conditions of the auction or bid which shall be stated in the advertisement. If more than one (1) license of a particular class has been available for issuance consistent with the numerical limitations under section 5-12(b~~)(~~)(1~~2~~) for a period of three (3) months without an application having been made for a license of that class, there shall arise a rebuttable presumption that the market demand for licenses of that class does not exceed the number of licenses of that class available for issuance.

Commented [SS34]: See Minot City Ordinance Sec. 5-35.

ii. A license shall authorize the carrying on of activity pursuant to its authority only with regard to licensed premises at one (1) particular location except to the extent allowed under city ordinance and state law. However, this subsection shall not be construed as prohibiting the periodic expansion and contraction of licensed premises at a particular location as the occasion demands, such as when, for example, a motel licensee dispenses alcoholic beverages at a public assembly room within the motel during a convention or other special activity, when otherwise such room is not ordinarily used for the service or consumption of alcoholic beverages.

iii. When the city annexes territory which contains an establishment which was licensed by the county to sell alcoholic beverages at retail immediately prior to the annexation, the city will issue to its owner a city license to sell alcoholic beverages, without regard to subsection (a) and even though one (1) of the numerical limitations on licensed imposed by section 5-12(b)(1~~2~~) is exceeded, or a prior condition or excess licenses under that section is aggravated as a

result of the issuance of the license under this section. Unless the city council lays down a special rule at the time of annexation whereby the new city license shall carry the same restrictions and terms as the old county license, the new city license issued under this subsection shall be as similar to the prior county license as may be obtained under the then existing categories of city licenses. A license issued under this subsection shall thereafter be counted as one (1) of the licenses subject to the numerical limitation imposed by section 5-12(b)(1~~2~~), so that, for example, if the issuance of a license under this subsection causes one (1) of the numerical limitations imposed by section 5-12(b)(1~~2~~) to be exceeded, the license issued under this subsection will be counted against future population growth in determining when an additional license is available for issuance under the formula set forth in section 5-12(b)(1~~2~~). It is the intent to this subsection that no county licensee shall lose a license to sell alcoholic beverages simply because the licensee is annexed to the city, but that city licenses which have county license ancestors over a period of time shall be treated the same as all other licenses for purposes of section 5-12(b)(1~~2~~) numerical limitations. This subsection shall apply retroactively as well as prospectively, except that as a one-time exception it shall not be construed to bar the issuance of any additional licenses which became available under section 5-12(b)(1~~2~~) after January 1, 1990, and before January 1, 1992, under the ordinance then in effect.

~~3.~~2. Retail Beer and Wine.

a. A retail beer and wine license shall be for the on-sale and/or off-sale beer and/or wine.

~~b. Fee. The fee for a retail beer and wine license shall be nine hundred fifty dollars ($950.00).~~

~~c.~~ Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~4. Specialty Restaurant Wine Sale.~~

~~a. A specialty restaurant wine sale license shall be for the sale of wine to be consumed on the licensed premises in conjunction with the sale of restaurant food.~~

~~b. Fee. The fee for a specialty restaurant wine sale license shall be three hundred twenty-five dollars ($325.00) per year.~~

~~c. Restrictions.~~

~~i. A specialty restaurant wine sale licensee is not permitted to sell wine for removal from the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C.~~

~~ii. A specialty restaurant wine sale licensee shall not serve or allow to be consumed any other alcoholic beverage on the licensed premises except beer as authorized under subsection (5)c.1.~~

~~d. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.~~

~~5. Specialty restaurant beer sale.~~

~~a. A specialty restaurant beer sale license shall be for the sale of beer to be consumed on the licensed premises in conjunction with the sale of restaurant food.~~

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~~b. Fee. The fee for a specialty restaurant beer sale license shall be six hundred twenty-five dollars ($625.00) per year.~~

~~c. Restriction. A specialty restaurant beer sale licensee is permitted to sell wine only if a separate specialty restaurant wine sale license is obtained for an additional three hundred twenty-five ($325.,00) per year.~~

~~d.~~b. ~~Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.~~

~~6.~~3. Supper Club.

a. A supper club licensee shall be for the on-sale of liquor, beer, and wine at an establishment defined as a supper club under section 5-1(kk) of this Code.

~~b. Fee. The fee for a supper club license shall be three thousand one hundred twenty-five ($3,125.00) per year.~~

~~c.~~b. Restrictions.

i. A supper club licensee shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area.

ii. A supper club licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed pursuant to N.D.C.C. § 5-02-13 and Sec. 5-55 of this Code.

iii. A supper club licensee shall not create or maintain a distinctive portion of the licensed premises where for the most part only alcoholic beverages and snack items are served to and consumed by the patrons of the supper club;

iv. A supper club licensee shall not give away an alcoholic beverage if as a precondition to such gift it is necessary for the done or any other person to purchase an alcoholic beverage other than the one (1) being given away; and

v. A supper club licensee shall discontinue the sale and consumption of alcoholic beverages on the licensed premises within one (1) hour of the time the full kitchen is not in operation. During all other hours of the supper club, the full kitchen shall remain in operation for continuous food service.

~~d.~~c. Verification of compliance requirement.

i. To verify that the licensee meets the requirements of Sec. 5-12(b)(6)(c)(i), a supper club licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of Sec. 5-12(b)(6)(c)(i). At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal.

ii. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.

iii. The city council may also, in its discretion, conduct an independent investigation into the sales ratio of food to alcoholic beverages and

for such purpose, the licensee agrees to allow inspection of its business records.

~~c.~~d. Limitation on number of licenses. There shall be no restriction on the number of supper club licenses.

~~f.~~e. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~7.~~4. Winery.

a. A winery shall be for the on-sale and/or off-sale of wine produced by the winery on the licensed premises, in retail lots, and not for resale, in total quantities not to exceed twenty-five thousand (25,000) gallons in a calendar year. The sale of wine must occur on the licensed premises.

~~b. Fee. The fee for a winery license shall be three hundred twenty-five dollars ($325.00).~~

~~c.~~b. Restrictions.

i. A winery licensee must hold a license from the state tax commissioner allowing for the production of wine on the licensed premises.

ii. Samples authorized. A winery licensee may offer complimentary samples of wine produced on the licensed premises provided that the size does not exceed two (2) fluid ounces per customer and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

iii. A winery licensee may obtain and utilize special event permits issued by the state tax commissioner.

~~8.~~5. Hotel.

a. A hotel license shall be for the on-sale of liquor in a hotel or motel ~~in the city containing one hundred (100) or more rooms~~. A hotel license does not permit off-sale of alcoholic beverages, except to registered guests thereof.

~~i. The one hundred (100) rooms requirement may be attained when two (2) or more separate buildings, each constituting a hotel, are located on one (1) parcel of real property described in one (1) legal description, or on separate parcels of real property which are immediately adjacent and contiguous to each other and where said parcels are owned by the same individual or organizational licensee pursuant to Section 5-21, and the total number of rooms in the separate buildings does, in fact, accumulatively meet or exceed the minimum one-hundred room requirement of issuance of a license under this section; if a license is attained under either of the latter exceptions, the license shall authorize the carrying on of activity pursuant to its authority only with regard to licensed premises at one (1) particular location in one (1) particular building.~~

~~b. Fee. The fee for a hotel license shall be two thousand five hundred dollars ($2,500.00) per year.~~

~~c.~~b. Restriction. A hotel licensee is not permitted to sell beer and/or wine without obtaining a separate license for six hundred twenty-five dollars ($625.00).

~~d.~~c. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~9. Motel.~~

~~a. A motel license shall be for the on-sale of liquor in a motel in the city containing no less than fifty (50) units, and containing an operating restaurant as an integral part thereof which is larger in area than any part (or those parts cumulatively, if there is more than one (1) part of the motel used solely for the consumption of alcoholic beverages, and which restaurant operates at least as many hours per day as does the alcoholic beverage service of the motel. A motel license does not permit off-sale of alcoholic beverages, except to registered guests thereof.~~

~~b. Fee. The fee for a motel license shall be two thousand five hundred dollars ($2,500.00) per year.~~

~~c. Restrictions. A motel licensee is not permitted to sell beer and/or wine without obtaining a separate license for six hundred twenty-five dollars ($625.00).~~

~~d. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.~~

~~10.~~6. Fraternal Order, ~~or~~ Club, or Military Organization.

a. Fraternal Order, Club, or ~~Club~~ Military Organization Retail Liquor, Beer, and Wine License.

i. ~~A fraternal order or club retail beer~~This license shall be for the on-sale of liquor, beer, and wine at any nationally organized and recognized fraternal order or club that was in existence at the time of the adoption of the North Dakota Liquor Control Act, or by nationally organized and recognized serviceman's or veteran's organization that is under the control and supervision of a national organization and officers.

~~ii. Fee. The fee for a fraternal order or club retail beer license shall be five hundred dollars ($500.00) per year.~~

~~iii.~~ii. Restriction. A fraternal order or club retail liquor license shall not sell any alcoholic beverage for off-sale purposes, except as allowed pursuant to Section 5-55 of this Code.

~~iv.~~iii. Limitations on licenses. There is no limitation on the number of fraternal order or club retail beer licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail beer licenses permitted under Section 5-12(b)(1)(d).

~~b. Fraternal Order or Club Retail Liquor License.~~

~~i. A fraternal order or club retail liquor license shall be for the on-sale of liquor at a nationally organized and recognized fraternal order or club that was in existence at the time of the adoption of the North Dakota Liquor Control Act.~~

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ii. Fee. The fee for a fraternal order for club retail liquor license shall be two thousand dollars ($2,000.00) per year.

iii. Restrictions.

1. A fraternal order or club retail liquor licensee shall not sell any alcoholic beverage or off-sale purposes, except as allowed pursuant to section 5-55 of this Code.

2. A fraternal order or club retail liquor licensee shall not sell beer without obtaining a fraternal order or club retail beer license.

iv. Limitations on licenses. There is no limitation on the number of fraternal order or club retail liquor licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail liquor licenses permitted under Section 5-12(b)(2).

c.b. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

11. Serviceman's or Veteran's Organization.

a. Serviceman's or Veteran's Organization Retail Beer License.

i. A serviceman's or veteran's organization retail beer license shall be for the on-sale of beer at a nationally organized and recognized serviceman's or veteran's organization which is under the control and supervision of a national organization and officers.

ii. Fee. The fee for a serviceman's or veteran's organization retail beer license shall be five hundred dollars ($500.00) per year.

iii. Restrictions. A serviceman's or veteran's organization licensee shall not sell any alcoholic beverage for off-sale purposes, except as allowed pursuant to Section 5-55 of this Code.

iv. Limitations on licenses. There is no limitation on the number of serviceman's or veteran's organization retail beer licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail beer licenses permitted under Section 5-12(b)(1)(d).

b. Serviceman's or Veteran's Organization Retail Liquor License.

i. A serviceman's or veteran's organization retail liquor license shall be for the on-sale of liquor at a nationally organized and recognized fraternal order or club that was in existence at the time of the adoption of the North Dakota Liquor Control Act.

ii. Fee. The fee for a serviceman's or veteran's organization retail liquor license shall be two thousand dollars ($2,000.00) per year.

iii. Restrictions.

1. A serviceman's or veteran's organization retail liquor licensee shall not sell any alcoholic beverage or off-sale purposes, except as allowed pursuant to section 5-55 of this Code.

2. A serviceman's or veteran's organization club retail liquor licensee shall not sell beer without obtaining a fraternal order or club retail beer license.

iv. Limitations on licenses. There is no limitation on the number of serviceman's or veteran's organization retail liquor licenses to be issued, nor should a license issued under this subsection go toward the number of permitted retail liquor licenses permitted under Section 5-12(b)(2).

c. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

12.7. MAYSA.

a. The MAYSA license is a restricted license to any person or corporation authorized by the Minot Park District board of commissioners for the sale of beer and/or wine at the MAYSA Arena.

b. Fee. The fee for the MAYSA license is nine hundred forty-seven dollars and fifty cents ($947.50) per year.

c.b. Restrictions.

i. The MAYSA license is not transferrable, and, in the event the operator shall cease to do business, any license issued under this section shall promptly terminate and the license shall revert to the city as an unissued license to be held by the city and available for any subsequent operator of the MAYSA Arena.

ii. The sale and consumption of beer and/or wine shall be limited to a room at the MAYSA Arena designated by the Minot Park District board of commissioners an MAYSA Arena management.

iii. The Minot Park District board of commissioners, by special permission, may allow the sale and consumption of beer and/or wine n the confines of the facility.

iv. No beer and/or wine products shall be advertised on the licensed premises by means of an exterior display or sign or by means of an illuminated display sign.

v. No off-sale of alcoholic beverages is permitted.

d.c. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

13.8. Airport Terminal Restaurant.

a. The airport terminal restaurant license is for the on-sale of liquor, beer, and wine for the operator of any restaurant located in the terminal building of the Minot International Airport.

b. Fee. The fee for the airport terminal restaurant license shall be three thousand one hundred twenty-five dollars ($3,125.00) per year.

c.b. Premises. A recipient of the airport terminal restaurant license shall be allowed to serve alcoholic beverages only in the area identified as the restaurant within the Minot International Airport.

d.c. Restrictions.

i. An airport terminal restaurant licensee shall operate a restaurant on the licensee's premises and shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area.

ii. The airport terminal restaurant license is not transferrable and, in the event the operator of the restaurant shall cease to do business at the Minot International Airport, any license issued under this section shall promptly terminate and the license shall revert to the city as an unissued license to be held by the city and available for any subsequent restaurant operator who may lease the restaurant located in the terminal building of the Minot International Airport.

~~c.~~d. Verification of compliance requirement.

i. To verify that the licensee meets the requirement of Section 15-12(b)(13)(d)(1), an airport terminal restaurant licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of Section 15-12(b)(13)(d)(1) At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal.

ii. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.

iii. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.

~~f.~~e. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~14.~~9. Souris Valley Golf Course.

a. The Souris Valley Golf Course license is a restricted license to any person or corporation authorized by the Minot Park District board of commissioners for the sale of beer and/or wine at the Souris Valley Golf Course.

~~b. Fee. The fee for the Souris Valley Golf Course license is nine hundred forty-seven dollars and fifty cents ($947.50) per year.~~

~~c.~~b. Restrictions.

i. The Souris Valley Golf Course license is not transferrable, and, in the event the operator shall cease to do business, any license issued under this section shall promptly terminate and the license shall revert to the city as an unissued license to be held by the city and available for any subsequent operator of the Souris Valley Golf Course.

ii. The sale and consumption of beer and/or wine shall be limited to the main floor and porch of the structure on Souris Valley Golf Course generally known as the "Men's and Women's Clubhouse," the "Pro Shop," and/or the "19th Hole."

iii. The Minot Park District board of commissioners, by special permission, may allow the sale and consumption of beer and/or wine elsewhere on the golf course under such terms and conditions as they establish in the grant of permission.

iv. No beer and/or wine products shall be advertised on the licensed premises by means of an exterior display or sign or by means of an illuminated display sign.

v. No off-sale of alcoholic beverages is permitted.

~~d.~~c. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~15. North Dakota National Guard.~~

~~a. The North Dakota National Guard license is a special license for the sale and consumption of alcoholic beverages for only five (5) hours per month, with the hours to be specifically determined in advance by the local commander of the National Guard, at the armory ("licensed premises"), which is permanently leased to the North Dakota National Guard.~~

~~b. Fee. The fee for the North Dakota National Guard license is twenty-five dollars ($25.00) per year.~~

~~c. Restrictions.~~

~~i. Only members of the North Dakota National Guard, members of their immediate family, and guests invited by members of the North Dakota National Guard shall be permitted to purchase and consume alcoholic beverages upon the licensed premises.~~

~~ii. No alcoholic beverages may be sold off-base.~~

~~iii. The licensee shall observe all restrictions binding upon other licensees such as, for example, the restrictions with respect to closing hours, the delivery of alcoholic beverages to persons under twenty-one (21) years of age and the entry of persons under twenty-one (21) years of age upon licensed premises.~~

~~d. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.~~

~~16.~~10. Private golf course.

a. The private golf course license shall be for the on-sale of liquor, beer, and wine by an operator of the food and beverage concession at a private golf course.

~~b. Fee. The fee for a private golf course license shall be three thousand one hundred twenty-five dollars ($3,125.00) per year.~~

~~c.~~b. Premises. A recipient of a private golf course license shall be allowed to serve alcoholic beverages only in areas which are specifically identified as the licensee's licensed premises. This shall not include the parking lot or the golf course itself, except as permitted in Section 15-12(b)(16)(c)(1).

i. The private golf course licensed premises shall extend to allow service of alcoholic beverages on the golf course itself from one (1) location or one (1) mobile cart for a nine-hole golf course or from two (2) locations or two (2) mobile carts for an eighteen-hole golf course. No additional license is required for the sale of alcoholic beverages from a location or cart permitted under this provision.

~~d.~~c. Restrictions.

i. A private golf course licensee shall operate a restaurant on the licensee's licensed premises and shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed in the dining area;
ii. The private golf course license is not transferrable and may be held only by the operator of the private golf course concession and shall terminate with the termination of the contract or lease of the concession;
iii. A private golf course licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C. and section 5-55 by way of a temporary permit;
iv. A private golf course licensee shall not create or maintain a distinctive portion of the licensed premises where for the most part only alcoholic beverages and snack items are served to and consumed by the patrons of the private golf course, other than the specific locations or carts on the golf course pursuant to subsection Section 15-12(b)(16)(c)(1);
v. A private golf course licensee shall not sell the same alcoholic beverage or unit or measure of alcoholic beverage at differing prices during the course of any one (1) day; and
vi. A private golf course licensee shall not give away an alcoholic beverage if as a precondition to such gift if it is necessary for the donee or any other person to purchase an alcoholic beverage other than the one (1) being given away.

~~e.~~d. Verification of compliance requirement.

i. To verify that the licensee meets the requirement of subsection Section 15-12(b)(16)(d)(1), a private golf course licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of Section 15-12(b)(16)(d)(1). At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent 12-month period prior to renewal.
ii. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.
iii. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and

for such purpose, the licensee agrees to allow inspection of its business records.

~~f.~~e. Limitation on number of licenses. There shall be no restriction on the number of private golf course licenses.

~~g.~~f. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~17.~~11. Minot State University (MSU).

a. The MSU license shall be for the on-sale of liquor, beer, and wine by MSU at MSU events.

~~b. Fee. The fee for the MSU license shall be three thousand one hundred twenty-five dollars ($3,125.00) per year.~~

~~c.~~b. Premises. A recipient of the MSU license shall be allowed to serve alcoholic beverages only in areas which are specifically identified as the licensee's licensed premises. Those areas shall be limited to Herb Parker Stadium, Minot Summer Theater, Allen Field, and the MSU Dome. One (1) license shall cover all locations described in the previous sentence.

~~d.~~c. Restrictions.

i. The MSU license is not transferrable and may be held only by the operator of the MSU concession and shall terminate with the termination of the contract or lease of the concession;

ii. An MSU licensee shall limit the sale and consumption of alcoholic beverages on the licensed premises to events authorized by MSU's president;

iii. An MSU licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises;

iv. An MSU licensee shall not sell alcoholic beverages after the completion of any event being held at ~~either the~~ Herb Parker Stadium, Minot Summer Theater, Allen Field, or the MSU Dome;

v. An MSU licensee shall ensure that alcoholic beverages are sold and dispensed by a person legally employed by the licensee or an authorized agent of the licensee; and

vi. An MSU licensee shall provide, upon request from the city council, special measures which have been or will be implemented, generally or for a particular event, to control or restrict the consumption of alcoholic beverages.

vii. A license holder shall operate a restaurant on the licensee's premises and have on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages consumed in the dining area of their premises.

viii. Gross Sales Verification.

1. Upon renewal of any MSU license, the applicant shall certify, under penalty of perjury, the total annual gross sales at the licensed premises and the total annual gross sales of alcoholic beverages for the most recent calendar year.

2. The city may at any time, in its discretion, require certification, under penalty of perjury, by a certified public accountant retained and paid by the license holder of the total annual gross sales at the licensed premises and the total gross sales of alcoholic beverages for the most recent calendar year.

~~e.~~d. Limitation on number of licenses. The city council may issue one (1) MSU license.

~~f.~~e. Samples authorized: A license holder possessing such a license may provide their customers, free of charge, samples of alcoholic beverages as a promotion for the sale of the same provided the size of the sample is no greater than two (2) fluid ounces and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~18.~~12. Movie Theater.

a. The movie theater license shall be for the on-sale of liquor, beer, and wine by the licensee at a movie theater.

~~b. Fee. The fee for a movie theater license shall be three thousand one hundred twenty-five dollars ($3,125.00) per year.~~

~~c.~~b. Premises. A recipient of a movie theater license shall be allowed to serve alcoholic beverages in areas which are specifically identified as the licensee's licensed premises and as permitted by the State of North Dakota retail alcoholic beverage license. The licensed premises for a movie theater license shall include a designated alcohol service area.

~~d.~~c. Restrictions.

i. A movie theater licensee shall operate a restaurant on the licensee's licensed premises and shall have, on an annual basis, gross sales of food that are at least equal to gross sales of alcoholic beverages which are consumed on the licensed premises;

ii. A movie theater licensee shall not sell or deliver alcoholic beverages for consumption off the licensed premises, except as allowed pursuant to Section 5-02-13, N.D.C.C. and section 5-55 by way of a temporary permit;

iii. A movie theater licensee shall not create or maintain a distinctive portion of the licensed premises where for the most part only alcoholic beverages and snack items are served to and consumed by the patrons of the movie theater;

iv. A movie theater licensee shall not give away an alcoholic beverage if as a precondition to such gift it is necessary for the donee or any other person to purchase an alcoholic beverage other than the one (1) being given away;

v. The purpose of a movie theater license is to allow for the sale of alcoholic beverages as an adjunct to the operation of the movie theater and not that of operating a full-time liquor establishment. The purchase of a movie theater admission ticket is required for the purchase of an alcoholic beverage;

vi. A movie theater licensee shall not serve or deliver more than one (1) alcoholic beverage to a customer at one (1) time; and

vii. A movie theater licensee shall only sell or allow consumption of alcoholic beverages on the licensed premises in compliance

with Section 5-62 and shall be additionally limited as set forth herein:

1. A movie theater licensee may not sell alcoholic beverages more than ninety (90) minutes prior to a scheduled movie screening and must immediately cease selling alcoholic beverages at the conclusion of the last movie screening and remove all attendees from the licensed premises.

~~c.~~d. Verification of compliance requirement.

i. To verify that the licensee meets the requirement of Section 15-12(b)(18)(d)(1), a movie theater licensee shall file with the application for license renewal a statement by a certified public accountant indicating that he or she has examined and tested the books and records of the licensee and that the licensee's food sales and alcoholic beverage sales for the previous year meet the requirements of subsection Section 15-12(b)(18)(d)(1). At the option of the licensee, in lieu of a certified public accountant's statement, licensee may furnish to the city clerk a certified copy of the licensee's sales tax returns for the most recent twelve-month period prior to renewal.
ii. The city council may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as the city council deems necessary.
iii. The city council may also, in its discretion, conduct an independent investigation of the sales ratio of food to alcoholic beverages and for such purpose, the licensee agrees to allow inspection of its business records.

~~f.~~e. Limitation on number of licenses. There shall be no restriction on the number of movie theater licenses.

Sec. 5-13. License Term

Except where otherwise provided in this article, all licenses issued hereunder shall be for a period of not more than one (1) year, and shall expire on the thirty-first day of December in each year. Where a license is granted for a period less than a year, any subsequent renewal thereof must be made for the full annual term.

Sec. 5-14. License Fees.

a. Starting in 2027, all Annual, Issuance, and Transfer Fees for the licenses listed in this ~~Section~~ Chapter shall be established annually by resolution of the City Council.
b. The License Fees described in this Chapter shall not be prorated.

Sec. 5-15. Only licensee to operate under license.

The authority conveyed by a license issued under this chapter extends only to the named licensee and not to the lease or assignee or transferee of the licensee, except as provided in section 5-31 pertaining to transfers.

Sec. 5-16. Exceptions to the limitations as to the number of licenses.

a. If because of a growth in the population of the city or because of the revocation or voluntary surrender of a license, or because any of the numerical limitation

formulas under section 5-12 are amended, there becomes available for issuance a license under the authority of this chapter, and if it appears to the city council that it is reasonably likely that more than one (1) person might be interested in obtaining the license, given the then current market demand in the city for licenses of that type, the city shall advertise the availability of the license for a reasonable period of time and shall auction the license off openly or through sealed written bids to the highest bidder. The successful bidder must qualify under section 5-21 in order to obtain a license. The city may set a minimum auction or bid price and/or other conditions of the auction or bid which shall be stated in the advertisement. If more than one (1) license of a particular class has been available for issuance consistent with the numerical limitations under section 5-12 for a period of three (3) months without an application having been made for a license of that class, there shall arise a rebuttable presumption that the market demand for licenses of that class does not exceed the number of licenses of that class available for issuance.

b. A license shall authorize the carrying on of activity pursuant to its authority only with regard to licensed premises at one (1) particular location except to the extent allowed under section 5-21. However, this subsection shall not be construed as prohibiting the periodic expansion and contraction of licensed premises at a particular location as the occasion demands, such as when, for example, a motel licensee dispenses alcoholic beverages at a public assembly room within the motel during a convention or other special activity, when otherwise such room is not ordinarily used for the service or consumption of alcoholic beverages.

c. When the city annexes territory which contains an establishment, which was licensed by the county to sell alcoholic beverages at retail immediately prior to the annexation, the city will issue to its owner a city license to sell alcoholic beverages. Unless the city council lays down a special rule at the time of annexation whereby the new city license shall carry the same restrictions and terms as the old county license, the new city license issued under this subsection shall be as similar to the prior county license as may be obtained under the then existing categories of city licenses. It is the intent to this subsection that no county licensee shall lose a license to sell alcoholic beverages simply because the licensee is annexed to the city, but that city licenses which have county license ancestors over a period of time shall be treated the same as all other licenses.

Sec. 5-17. Mandatory alcohol server training.

Commented [CD35]: See Grand Forks Municipal Code No. 21-0235.

a. No person shall work in any premises licensed under this chapter for the sale of alcoholic beverages, whether on- or off-sale, as a manager, bartender, waiter, waitress, or in any other capacity where such person may sell, serve or deliver alcoholic beverages in or from premises licensed under this chapter or whose job description entails the checking of identification for the purchase of alcoholic beverages or admittance into the licensed premises unless such person has successfully completed server training presented by the First District Health Unit or by a trainer approved by the First District Health Unit, and has obtained a certificate of training within 90 days of beginning work at said licensed premise.

b. All certificates of training issued under this chapter shall be valid for three (3) years from the date of issuance. The certificate of training may be renewed by its holder prior to its expiration as provided herein.

c. All persons licensed under Article II for the sale of alcoholic beverages, whether on- or off-sale, shall require all employees engaged in the sale, service, delivery, or management of the sale or service of alcoholic beverages, or the checking of identification for the purchase of alcoholic beverages or admittance

into the licensed premise to possess certification required hereunder within 90 days of beginning work at said licensed premise.

d. Each licensee under Article II shall maintain on file at its licensed premises a listing of each person employed by the licensee, identifying all employees required to obtain training under this article, date of hire for such employees, and proof of a current certificate of server training that was presented or approved by the First District Health Unit for such employee.
e. Application for server testing shall be submitted to the First District Health Unit, or approved trainer, upon forms provided by the First District Health Unit or approved trainer and such application shall be verified under oath and shall contain such information as determined by the First District Health Unit to be reasonably required for the purposes of determining competency and eligibility.
f. All training programs and instructors must be approved by the First District Health Unit.
g. All training programs shall minimally include the following topics:

    1. Reducing accessibility of alcohol to minors.
    2. Over-consumption/over-serving of alcohol.
    3. Server liability.
    4. Drunk driving.

h. The First District Health Unit may authorize and approve a person or entity for the administration of any test or training program required hereunder.
i. Any person having completed the approved training must attain a minimum score of seventy-five (75) percent on a test administered by, under the direction of, or approved by the First District Health Unit in order to successfully complete the training and obtain or renew a certificate.
j. Each person successfully completing the training and test will be issued a certificate by the First District Health Unit, or approved trainer, establishing the date of successful completion of training.
k. Each certificate shall expire three years from the date of issuance.
l. The First District Health Unit and the City of Minot Police Department shall both have the authority to conduct compliance checks to ensure licensees are in compliance with this section.

Sec. 5-18. Compliance Checks.
The Minot Police Department will be responsible for conducting compliance checks to determine whether the licensees are conducting business in accordance with all state, local, and federal laws, to include this code of ordinances.

Sec. 5-19 through 5-20. - Reserved.

Division 2. Application and Qualifications for Licenses and Permits.

Sec. 5-21. Application for license – Information required.

No license may be issued under this chapter unless the applicant files a sworn application on the form provided by the City Clerk, accompanied by appropriate fee, showing the following qualifications and providing the following information:

a. Name and address of applicant. If the applicant is a corporation, the name and address of all persons holding 1% or more of the stock in the corporation; if the applicant is a copartnership, the name and address and place of residence of each member of the co-partnership and any persons having any financial interest therein.

1. Citizenship status of applicant. Applicant shall state whether they are a citizen of the United States, and if a naturalized citizen, the date and place of naturalization.
2. Residence of applicant. Applicant shall state their state of residency, and the place of residence the applicant maintained for the year preceding the date of their application.
3. Business entity applicant Information. If the applicant is a business entity, they must include the official name of their business entity, any trade or alternate names, the date of creation or incorporation, the state where created or incorporated, the amount of authorized capital, the amount of the paid in capital and whether such business entity is a subsidiary of any other business entity, and if so, the name of the parent business entity, the purpose for which the applicant business entity was created, and the names and addresses of the corporate officers, directors, and managing agents of the business entity.

b. Name, birth date, and address of manager. The name, birth date, and address of the person who will have charge, management, and control of the establishment applying for a license.
c. License Type. The applicant must indicate on the application which license they are applying for.
d. Description and Address of the Licensed Premises. The applicant must list the street address and legal description of the premises sought to be licensed accompanied by a clear and understandable floor plan of the premises to be licensed.
e. Name, birth date, and Address of the owner of the Licensed Premises. The name, birth date, and address of the owner of the premises for which the license is sought by a person other than the owner of such premises, the terms of the lease under which such applicant holds possession of the premises, insofar as the terms of such leas and the rental to be paid therefore are concerned. The applicant, when requested by the City Clerk or other City official reviewing their application, shall furnish that City staff member a copy of the lease under which they hold possession of the premises. If the license is south by the owner of the premises south to be licensed, the applicant shall state the time when such applicant acquired title thereto.
f. Property tax delinquencies. Whether the taxes on the property where their premises will be located are delinquent.
g. Personal property tax delinquencies. Whether the personal property taxes of the applicant are delinquent. If a business entity, whether the personal property taxes of corporate officers, directors, and managing agents of the business entity are delinquent.
h. City Tax delinquencies. Whether the applicant is delinquent in payment of lodging taxes, sales taxes, or any other tax imposed by the Minot Municipal Code. Applicants are required to provide documentation demonstrating all taxes are current upon request.
i. Future Sale/Transfer Agreements. Any agreements or understandings to obtain an alcoholic beverage license for any other person, partnership, or corporation must be indicated on the application.
j. Previous Retail/Similar Businesses Experience/Past Occupation. Applicant shall state their occupation for the past ten (10) years and whether the applicant has ever engaged in the sale or distribution of alcoholic beverages prior to this application and if so, the date and type of business and location where such business took place, whether in or outside of the state. If the application is for a renewal license, the date the applicant first began to operate.

k. Purchase Agreements. If applicant is buying an existing business, application must include a copy of purchase agreement.
l. Lease Agreements. If applicant is leasing an existing business, application must include a copy of lease agreement.
m. Health and Safety Certifications. The building in which business is to be conducted must meet local and state requirements for sanitation and safety. Applicants are required to provide documentation demonstrating they are following all appropriate building, health, safety, and sanitation codes upon request.
n. Mandatory Server Training. The applicant must provide proof their staff has completed mandatory server training as provided in this Chapter.
o. Previous Revocations, Violations, and Convictions. The applicant must list the following:
    1. Previous Alcohol License Suspensions/Revocations. If the applicant has had a license for the sale of alcoholic beverages suspended or revoked for any violation of state law or local ordinances they must list the names of the entities that acted against their license, the dates of the suspensions or revocations, and the reasons why the license was suspended or revoked.
    2. Violations of Alcoholic Beverage Laws. The applicant must disclose whether they have ever been convicted of a violation of any law of the United States, any state, or local ordinance regarding the manufacture, sale, distribution, or possession of alcoholic beverages and if so, list the dates, names of places, and courts where the convictions were found.
    3. Other convictions. Whether the applicant has ever been convicted of any other crime that other than previously stated in their application, in this state or any other state or under any federal law, and if so, the date of such convictions, the name of the crime for which convicted, the amount and terms of the sentence imposed and the court that convicted them.
p. Other Information as Requested. City staff or the council may require the applicant to set forth such other information in the application as necessary to enable it to determine if a license should be granted.

Sec. 5-22. License application deadlines.

a. All license applications shall be submitted to the city clerk by November 1 for license renewals, and for new licenses at least 60 days before the council meeting where their license issuance will be considered.
b. The city clerk shall submit the application for a renewal license to the chief of police or their designee for their consideration within forty-five (45) days of receipt of all application materials required under section 5-21, including but not limited to the renewal license fee and any outstanding fines.

Sec. 5-23. Investigation of application.

The chief of police or their designee shall review all applications, investigate the facts stated therein and the character, reputation, and fitness of the applicant and report the same to the city council. The chief of police shall advise the city council regarding any applicants or licenses that have been subjected to disciplinary action, and any concerns regarding the truthfulness of the information and representations made in the application. For purposes of this section, disciplinary action includes any fines, suspensions, or revocations.

Sec. 5-24. Inspection of licensed premises.

a. Any applicant for a license from the City to sell alcoholic beverages must expressly consent to any law enforcement officer, building official, and fire chief, or their

designees, of the City of Minot and State of North Dakota to enter the areas of public access of the licensed premises to inspect the same for compliance with city ordinances and state and federal law and to produce for any law enforcement officer the license authorizing them to engage in the sale of alcoholic beverages under this chapter.

b. The Chief of Police, ~~Building Official,~~ Fire Chief, or their designees, shall make a written report to the city council describing the applicant's present compliance with these ordinances and state and federal law to include all findings as to the general condition of the proposed license premises, the sufficiency of the structure for the purpose sought to be carried on therein, and their recommendation on whether the structure is suitable for carrying on a business involving the sale of alcoholic beverages as contemplated in this chapter. No license shall be issued or transferred by the city council, including any renewal licenses, for any establishment utilized for the sale of alcoholic beverages unless the building in which the business is carried on has been inspected in accordance with the terms of this section.

c. The Chief of Police, ~~Building Official,~~ Fire Chief, or their designees, shall make the written report to the city council described in preceding paragraph shall within forty-five (45) days of the city clerk receiving the renewal application and all of the materials required under this chapter, including but not limited to the annual license fee. If the Chief of Police, ~~Building Official,~~ Fire Chief, or their designees fail to file the report with the city council within the timeframe specified in this paragraph, the city clerk shall place the application on the next city council agenda for its consideration.

Sec. 5-25. City Clerk to submit application to City Council; approval.

a. Upon the receipt by the city council of the reports from the Chief of Police, ~~Building Official, and~~ Fire Chief, or their designees, the council shall decide whether or not to issue the license. In so doing it shall consider the following:
   1. the reports submitted by City staff;
   2. any statements made before the city council at the meeting wherein the question of whether or not to issue the license is taken up;
   3. any such matters of which a court could take judicial notice; and
   4. whether the design, physical condition, and location of the proposed premises, and the proposed method of operation by the licensee, are consistent with the health, safety, general welfare, morals, comfort, good order, and peace and quiet of the general public or of those persons who work, live, transact business or participate in recreation in the vicinity of the premises sought to be licensed.

b. The applicant shall have the following rights:
   1. To make an argument and/or plea to the council;
   2. To comment upon the matters presented to the council; and
   3. To comment on those matters which the council indicates it will take notice of.

c. No license shall be issued or transferred by the city council, including any renewal licenses, for any establishment utilized for the sale of alcoholic beverages unless the building in which the business is carried on has been inspected in accordance with the terms of this section and the premises complies with this code of ordinances as well as state and federal laws.

Sec. 5-26. Issuance when approved.

If the application for a license by this article is approved by the city council, the city clerk shall issue to the applicant a receipt showing the date and amount paid and by

Commented [CD36]: Should this be "fire inspector" of "fire marshal"?

whom and for what location, and what class of license has been granted him, which shall constitute the license.

Sec. 5-27. Identification number.

Each license issued pursuant to this article must be given an identification number and a permanent record thereof must be kept by the city clerk, showing the name and address of the licensee and the legal description of the place licensed.

Sec. 5-28. Disqualifying circumstances.

The circumstances described hereafter disqualify an applicant for a license under this chapter:

Commented [SS37]: See Administrative Rules 10-08-01

a. The applicant or manager must not have been found guilty of, pled guilty to, or released from incarceration or probation for a felony within the last five years.
b. The applicant or manager must not have been found guilty of, or pled guilty to, a misdemeanor or an infraction offense contained in North Dakota Century Code chapters 5-01, 5-02, 5-03, 12.1-06, 12.1-08, 12.1-09, 12.1-10, 12.1-11, 12.1-12, 12.1-20, 12.1-22, 12.1-23. 12.1-24, 12.1-27.1, 12.1-28, 12-1.29, 12.1-31, 12.1-31.1, 19-03.1, 53-04, 53-06.1, 53-06.2, or have committed any other crime which has a direct bearing on the applicant's fitness to be involved in the sale or dispensing of alcoholic beverages within the last three years. If such person has pled or been found guilty, or has committed an offense under subsection 2, the applicant may be issued a retail license if the attorney general determines the person to be sufficiently rehabilitated.
c. The applicant's building in which the business is to be conducted fails to meet local and state requirements for sanitation and safety.
d. The applicant may not have any financial interest in any wholesale alcoholic beverage business.

False information submitted on a sworn application constitutes grounds for denial of licensure.

Sec. 5-29. Refund or fee upon denial; exception.

If the application for a license provided for in this article is denied, the city clerk shall return to the applicant the amount deposited by the applicant, unless otherwise indicated under this article.

Sec. 5-30. License Renewals.
Unless explicitly stated otherwise in this code of ordinances, applications to renew a license to sell alcoholic beverages shall follow the same process as a new application for a license to sell alcoholic beverages.

Sec. 5-31. License Transfers and Amendments.

Commented [SS38]: I moved some of the language from current Sec. 5-31 to this section.

a. No license to sell alcoholic beverages shall be transferred or amended, either as to the license holder or as to the premises, without first making application to and receiving the approval of the city council.
b. The transferee shall also pay a non-refundable application review fee of two hundred fifty dollars ($250.00) or other fee that may otherwise be established by resolution of the city council.
c. Applications to transfer or amend a license or premises shall follow the same process as a new application for a license to sell alcoholic beverages and shall include a detailed description of any consideration received in exchange for the license transfer or amendment.
d. No transaction affecting a license, including a transfer (whether full or partial), lease, grant or retention of a security interest, or other change in its status, operation, or form (hereafter a "license amendment") is binding on the city until application for the license amendment has been filed by the licensee or other interested person with the city clerk and approved by the city council. Upon final approval by the city council, the city clerk shall generate a new license certificate confirming the amended status of the license.
e. License amendment applications must be forwarded to the Chief of Police or their designee before being submitted to the City Council for investigation and recommendation to the City Council concerning its merits as the Chief believes is warranted or advisable under the circumstances. If the license amendment application relates to the physical characteristics of the licensed premises, the Chief of Police or their designee shall consult with the Fire Chief, and the Building Official, or their designees, during the investigation to ascertain any building or fire code concerns.
f. The Chief of Police or their designee has the power to approve a temporary license amendment a period of time not to exceed forty (40) consecutive days upon a showing satisfactory to the Chief or their designee of pressing circumstances requiring action before the application can be heard before the next regular meeting of the city council. Such circumstances contemplated include when a licensee dies, or a secured party or lien holder forecloses on its security interest in a license. The Chief, their designee, or the Council may revoke or suspend this temporary approval provided that reasonable notice of such contemplated action is first provided to the affected party or parties. The chief of police shall contact the city clerk to generate a license certificate confirming the temporary license status.
g. In the absence of a temporary or final approval of a license amendment, no person other than the named licensee may rely on the grant of the license as a defense to

prosecution or civil action brought under this chapter or otherwise provided in law for an offense or cause of action involving the sale of alcoholic beverages without a license.

Sec. 5-32. License to constitute a defeasible property right, transfer or other change in status not binding until approved by Council.

a. A licensee under this chapter shall enjoy a defeasible property right in the license. It is defeasible in the sense that it may be revoked by the city "for cause" without compensation to the licensee as provided in Division 3 of these ordinances. Subject to that reservation of rights in the city, the licensee may sell, pledge, grant, or retain a security interest in, give away in a will, or otherwise deal with the license.
b. No transaction affecting a license including a transfer, lease, grant, or retention of a security interest, or other change in its status, operation, or form (hereafter a "license amendment"), is binding on the city until application for the license amendment has been filed by the licensee or other interested person with the city clerk and approved by the city council. However, as provided in Sec. 5-31 of this code, the chief of police or their designee has the power to approve a temporary license amendment for a temporary period of time, and if completed it has the same force and effect as approval by the city council during such temporary period of time. If approved, the city clerk will issue a certificate evidencing the temporary status of the license.

Sec. 5-33 through 5-40. - Reserved.

Division 3. Termination, Suspension, Revocation – Hearing Process.

Sec. 5-41. Termination.

All licenses issued pursuant to this Chapter shall automatically expire at the end of their License Term as described in Minot City Ordinance Section 5-13. To maintain continuity of services, each license holder must reapply and be approved for a license each year before the expiration of their License Term.

Sec. 5-42. Council authority to suspend or revoke a license.

Commented [SS39]: See current Minot city Ordinance Section. 5-32.v

The city council shall have the power to suspend or revoke any license issued under the authority of this chapter for any of the following reasons:

a. The licensee violates the laws of this state or of any of the provisions of this chapter.
b. The licensee willfully makes a false statement or a misrepresentation as to a material fact in the application for the issuance, ownership transfer, or change in location of the licensed premises.
c. The licensee knowingly permits the occurrence of a pattern or practice of disorderly or immoral acts upon the licensed premises.
d. The licensee does not conduct the activity for which the license was issued at the licensed premises for a period of twelve (12) consecutive months.
e. The licensee or its manager or both no longer meet the requirements of section 5-18 for the issuance of the license.
f. The licensee does not hold a necessary permit or license issued by another governmental entity, which license or permit is required by that governmental entity as a precondition to the carrying on by the license of the activity authorized by the City of Minot license.

Sec. 5-43. Complaints against Licensees – Notice

h. a. Any person having information that a licensee has violated any provisions of this code of ordinances may file a complaint with the Minot Police Department specifically setting forth such violation. Upon receipt of the complaint, the Minot Police Department shall investigate the truth or falsity of the allegations set forth therein.

i. b. If the Minot Police Department investigation finds the facts alleged in the complaint are supported by probable cause, the Minot Police Department shall forward the complaint to the City Attorney, who shall assist the City Clerk with scheduling the matter for a hearing not later than the next regular meeting of the local governing body.

1. The City Clerk shall ensure a copy of the complaint and notice of hearing is mailed to the licensee by registered mail or hand delivered to the licensee not less than five (5) days before such hearing, exclusive of the date of mailing and date of the hearing.
2. The notice must include:
   i. the date, time, and place of the hearing;
   ii. notice to the licensee that its license may be suspended or revoked;
   iii. the factual allegations that form the basis of the complaint.
3. The City Clerk shall mail the notice to the licensee's last known address as indicated on the licensee's most recent application on file with the City Clerk's office.
4. The City Clerk shall ensure a record of such hearings is made by the use of an electronic recording device.

j. c. If the licensee requests that the originally scheduled hearing date be continued the city council shall grant a continuance to a time mutually convenient to the licensee and the city council, but the city council shall have the discretion to suspend the license from the date for which the hearing was originally scheduled to the date of the continued hearing.

k. d. Should the facts alleged in the complaint not be supported by probable cause, the Minot Police Department shall advise the complainant, licensee, and city council of the outcome of their investigation.

Sec. 5-44. Hearings.

a. The city council shall conduct the public hearings on complaints against licensees – to include consideration of the evidence and testimony presented by witnesses. A member of the local governing body has the power to administer oaths and subpoena and examine witnesses. Any witness called by the City, except a peace officer while on duty, shall receive the same fees and mileage as a witness in a civil case in district court.

b. If the licensee fails to appear at the hearing, or if he does not dispute the facts set forth in the complaint, the factual allegations in the complaint shall be deemed to be admitted. Otherwise the city shall have the burden of going forward with the evidence and the burden of persuasion as to any disputed issues of fact.

c. If, upon conclusion of the hearing, it appears to the majority of the city council that sufficient cause exists to revoke or suspend a license, or impose other sanctions or penalties, the city council shall issue its findings, conclusions, and order, which shall then be served on the licensee by certified mail or hand delivered with an affidavit of service.

Division 4. Penalties and Appeals.

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Sec. 5-45. Licensee Penalties.

a. If a licensee admits a violation under this chapter occurred, fails to appear at a scheduled hearing relating to a violation under this chapter, or the city council after a hearing determines that a violation under this chapter occurred, the following penalties shall be applied and assessed, in addition to any other civil or criminal penalties a licensee may be subject to for violating any provision of state, local, or federal law:
   1. First violation: Written warning by the Minot Police Department.
   2. Second violation: Five hundred dollar ($500) fine.
   3. Third violation: Business ordered to close for three (3) consecutive days and pay a seven hundred and fifty dollar ($750) fine.
   4. Fourth violation: Business ordered to close for seven (7) consecutive days and pay a one thousand dollar ($1000) fine.
   5. Fifth violation: Business ordered to close for thirty (30) consecutive days and pay a one thousand, two hundred and fifty dollar ($1,250) fine.
   6. Sixth violation: License recommended to be revoked.

b. The penalties described above shall be for violations that occur within a period of twenty-four (24) months. The twenty-four-month time period commences to run and is calculated from the first offense by the licensee.

c. The Minot Police Department will be responsible for monitoring compliance with this chapter. If a licensee (1) admits a violation occurred; (2) fails to appear at the scheduled hearing relating to the alleged violation; or (3) the city council determines a violation of this chapter occurred after a hearing, the licensee is subject to suspension or revocation, as determined by the city council, in addition to any other civil or criminal penalties a licensee may be subject to for a violation of this chapter.

Sec. 5-46. Penalty for failure to complete mandatory alcohol server training.

a. Any licensee who employs a person in violation of subsection(s) 5-12 (a) or (c) shall be subject to a fine as follows:
   1. A fine of fifty dollars ($50.00) for a first violation;
   2. A fine of one hundred dollars ($100.00) for a second violation within one year of the first violation;
   3. A fine of two hundred dollars ($200.00) for each violation within one year of the second violation;

~~b.~~ Any imposed fine shall be paid to the City of Minot.

b.

Sec. 5-47. Appeal.

The decision of the city council shall be final for purposes of the legal doctrine which requires the exhaustion of administrative remedies as a prerequisite for judicial review. The decision of the city council may be appealed to the district court by following the appeal procedure set forth in North Dakota Century Code chapter 28-32, except that the order revoking or suspending the license is inoperative while the appeal is pending.

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Commented [SS41]: See NDCC 5-02-11

Sec. 5-48. No refund of fee when license is terminated, suspended, or revoked.

When a license issued pursuant to this article is terminated, suspended, or revoked for cause, the licensee or those claiming under him, shall not be entitled to any return of any portion of the license fee previously paid to the city.

Sec. 5-49. No license to be issued until five years after revocation.

Where a license for any premises licensed pursuant to this article has been revoked, no license shall thereafter be issued to the licensee for a period of five (5) years after revocation.

Sec. 5-50 through 5-54 – Reserved.

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ARTICLE III. REGULATION OF LICENSED PREMISES, PATRONS, MINORS

Division 1. Licensed Premises Regulations

Sec. 5-55. Special Event Permits; fees.

a. A permit issued pursuant to Section 5-02-01.1, N.D.C.C. to allow a licensee to operate at premises other than the licensed premises to which the license relates, shall be issued administratively by the city clerk upon the following terms and conditions:

   1. Payment of fees as established by City Council resolution.

   2. Submission of an application to the city clerk, at least seven (7) days prior to the event (not including the day of the event). Applications received within twenty-four (24) hours of the event will not be considered. To be considered complete, applications must be made on the form provided by the city clerk, and include any information required by the city clerk, including but not limited to a brief narrative explaining:

      i. The nature and duration of the occasion for the permit (e.g., wedding dance, trade show or promotion, etc.); and

      ii. The steps which will be undertaken by the permittee to restrict the sale to, and consumption of, alcoholic beverages by persons under twenty-one (21) years of age at such occasion; and

      iii. A diagram or site map annotating the premise where the event will occur.

   3. The written approval by the chief of police or their designee of the issuance of the permit. The chief of police or their designee may police the event(s) covered by the special permit. The chief of police or their designee may determine the number, if any, of police officers or licensed private security officers needed to police the event(s). If the chief of police or their designee determines police officer or licensed private security officers are needed to police the event(s), the licensee shall hire the required number of off-duty police officers or licensed private security officers to police the event(s). If the licensee retains off-duty police officers to police the event(s), the written approval for the special permit shall be contingent on the licensee paying the Minot Police Department the expense of any off-duty police officer required

for the proper policing of the event(s) prior to the event(s) occurrence. No special event(s) shall be permitted to proceed unless the required number of police officers or licensed private security officers are present.

4. A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.
5. The city council may authorize an individual under twenty-one (21) years of age to attend the special event, but may not authorize the consumption or possession of an alcoholic beverage by an individual under twenty-one (21) years of age.
6. A permit issued under this section will only be issued for the duration of the occasion identified in the application.
7. If a permit is requested for a multi-day event, each day must host substantially similar activities, anticipate similar attendance, and the description of the event must be the same.

Commented [SS42]: This is new language and a staff recommendation – current practice allows a licensee to obtain one license for a two week period to host a variety of events.

b. Each month the chief of police shall submit a report to the city council concerning the permits allowed and the permits denied under this subsection subsequent to the last prior such report. Applications, whether granted or not, shall be retained by the city clerk for no less than three (3) years.

Sec. 5-56. Outdoor Premises Requirements – Permit Available.

a. Licensed premises for retail liquor, beer, and wine licenses which extend out-of-doors must meet the following requirements in respect to the portion located out-of-doors (hereafter called the "outdoors"):
   1. The outdoors must be contiguous with the rest of the licensed premises (hereafter called the "indoors").
   2. The periphery of the outdoors - to the extent not adjoining the indoors - must be enclosed with a wall or fence that is at least thirty-six (36) inches in height and said wall or fence may include a gate that can be used for entering or exiting the outdoors.

b. The requirements of subsection (b) shall not apply to licensees holding an outdoor dining license or a license not listed in subsection 5-56, however, permit holders shall meet all requirements provided under chapter 28, article VII, division 2 of this Code.

Sec. 5-57. Adequate Parking.

At the time of erection, conversion or expansion of a structure to be used for a retail liquor or beer business, there shall be provided and thereafter maintained off-street parking facilities to accommodate the motor vehicles used by the occupants, customers, clientele and employees of said retail business. Such off-street parking spaces shall be used exclusively for off-street parking purposes. Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in chapter 23 of the City of Minot Zoning Ordinance, Ordinance No. 1149, as amended.

Sec. 5-58. Premises and Records available.

The licensed premises and the records of the licensee shall be available to the police department for immediate inspection whenever the licensed premises are open for public patronage and the licensed premises shall be available to the police department for immediate inspection at any other time when there are persons on the licensed premises.

Sec. 5-59. Removal of wine from restaurant.

Commented [SS43]: See NDCC 5-02-13

If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages consumed on the premises may permit an individual purchasing the bottle to remove the bottle when leaving the licensed premises if the licensee reseals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

Sec. 5-60. Sale of beer in kegs – Registration and marking required.

Commented [SS44]: See NDCC 5-02-07.2

Licensees that sell beer in containers with a liquid capacity greater than six gallons [22.71 liters] must comply with the registration and marking requirements established in state law.

Sec. 5-61. Sale of alcoholic beverages in exchange for goods prohibited.

Commented [SS45]: See NDCC 5-0-07.1

Any licensee that accepts goods, chattels, or other tangible personal property other than money, checks, legal tender, negotiable instruments, or other evidences of debt, in exchange for any alcoholic beverages is guilty of a class b misdemeanor.

5-62. Licensee to close at certain times.

a. No one shall dispense or permit the consumption of alcoholic beverages on a licensed premises outside of the hours permitted by the State of North Dakota for the sale of alcoholic beverages.

b. During such time of each day when, pursuant to subsection (a), the sale or consumption of alcoholic beverages is not allowed on licensed premises, it shall be unlawful for any person to enter upon or to remain on licensed premises, except for:

   1. The licensee;

   2. Employees of the licensee and employees of a permitted gaming operation on the licensed premises while they are actively carrying on their duties with regard to the licensed business or gaming operation;

   3. A bona fide independent contractor who has entered into a contract with the licensee to perform work on the licensed premises, while actively performing such contract; and

   4. Persons who are on the licensed premises pursuant to a special permit issued by the city council (which permit may contain such limitations and conditions as the council deems appropriate to impose).

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Sec. 5-63. Wine tasting permitted.

A licensed off-sale retailer may permit the sampling of wine upon the licensed premises.

Sec. 5-64. Bottle Clubs Prohibited – Penalty.

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Any person operating an establishment whereby persons are allowed to bring their own alcoholic beverages on the premises where the proprietor sells soft drinks, mix, ice, or charges for bringing such beverages on the premises is guilty of a class B misdemeanor.

Sec. 5-65. Retail delivery prohibited; exception.

It shall be unlawful for any licensed taxicab driver to make, or assist in the making of any deliveries of alcoholic beverages outside of a place of business licensed pursuant to this chapter, except when accompanied by the purchaser. Any licensed retailer, using a vehicle marked as prescribed in this section, may make deliveries of alcoholic beverages or beer. Such deliveries shall not be made during the last thirty (30) minutes the licensee is legally open for business. Any vehicle so used for making such deliveries shall have the name of the licensee painted or attached in contrasting color on the side of such delivery vehicle. Such letters shall not be less than two (2) inches high and of corresponding proportionate width. The retail licensee shall secure a receipt from the purchaser in accordance with the form prescribed by the police department. Such receipt will show:

1. The name of the licensee making the sale.
2. The name and age of the purchaser.
3. The name and age of the person making the delivery.
4. The date of the delivery and the quantity delivered.
5. The signature of the recipient of the beverage so sold and delivered.

It shall be the responsibility of the retail licensee to retain the above prescribed form and such receipts retained shall be open to inspection by the police department. The retail licensee shall be fully responsible for any and all deliveries made by and for the licensee.

Sec. 5-66. Clubs and lodges prohibited from making off-sales, and from making deliveries of alcoholic beverages.

It shall be unlawful for any nationally organized or recognized fraternal order or club or any nationally organized and recognized servicemen's or veterans' organization holding a license from the city to sell any alcoholic beverage for off-sale purposes or, except as allowed pursuant to section 5-55 by way of a temporary permit, to make, or aid in the delivery of any alcoholic beverages outside its licensed premises.

Sec. 5-67. Sale of alcoholic beverages at municipal auditorium and armory complex by licensed liquor dealers.

The holder of a current liquor or beer license of the city may sell and dispense alcoholic beverages at the municipal auditorium and armory complex of the city provided that:

1. Permission is granted in the same manner as provided in section 5-55.

2. The licensee accepts all responsibilities and liabilities for enforcement of City of Minot and North Dakota State Liquor laws regarding the dispensing of alcoholic beverages during the times of the special permission.
3. Twenty (20) per cent of the gross sales of alcoholic beverages at the auditorium/armory are paid to the city immediately upon expiration of the permit.

Sec. 5-68. Dispensing of alcoholic beverages at private party held at municipal auditorium or armory.

Any lessee of the municipal auditorium or armory may dispense alcoholic beverages, at a private party or gathering, provided that there is no charge for the alcoholic beverages, provided that all of the laws of the City of Minot and State of North Dakota regarding dispensation of alcoholic beverages are fully complied with and provided that responsibility and liability for compliance with these laws are fully assumed by the lessee.

Sec. 5-69. Nudity, semi nudity and sexually explicit acts prohibited.

a. No person who is within or upon premises which are licensed under this chapter shall knowingly omit to cover securely with an opaque covering the following portions of his or her anatomy:
    1. Female breasts below a point immediately above the top of the areola;
    2. The pubic regions;
    3. The buttocks to include the anus; and
    4. Human genitals.
b. No person while upon or within premises licensed under this chapter shall perform or simulate acts of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, or shall perform or simulate the erotic touching of the human genitals and pubic regions, buttocks, anus, or female breasts.
c. Premises licensed under this chapter for the purposes of this section shall include any area or room under control of the licensee, or as to which he has the lawful right to assert control, whether control is exercised or not:
    1. In which or in any portion of which alcoholic beverages are stored, mixed, prepared, opened, served or consumed as an incident of the business operation of the licensee carried on pursuant to the license; or
    2. The interior of which is visible from an area or room described in subparagraph a. but only while its interior is so visible.

Sec. 5-70 through 5-75. - Reserved.

Division 2. Patrons and Minors Regulations

Sec. 5-76. Open Container and Public Consumption limited.

a. No owner, manager, or person having control of any public place shall serve, permit to be served, or permit any person to drink alcoholic beverages in such place, unless such place has been duly issued an on-sale or other appropriate license or special permit under this chapter.

b. No person shall mix, prepare, serve, or consume alcoholic beverages in any public place unless such place has been duly issued an on-sale or other appropriate license or special permit under this chapter.

c. No person shall possess an open container holding alcoholic beverages, including a growler with a broken seal, in any public place unless such place has been duly issued an on-sale or other appropriate license or special permit under this chapter.

d. The only exception to the provisions of this section is that alcohol may be served and/or consumed on a business premises during the hours of 8:00 a.m. and 10:00 p.m., however, no sale of alcohol shall occur on such business premises unless the business premises has been duly issued an on-sale or other appropriate license or special permit under this chapter.

e. For purposes of this section, "public place" shall mean an indoor or outdoor area, whether privately or publicly owned, to which the public has access by right or by invitation, expressed or implied, whether by payment of money or not, but not a place when used exclusively by one (1) or more individuals for a private gathering or other personal purpose.

Sec. 5-77. Possession and consumption of alcoholic beverages by minors.

a. Except as permitted in this chapter, a person under twenty-one (21) years of age (a "minor") shall not manufacture or attempt to manufacture, purchase or attempt to purchase, consume or have recently consumed other than during a religious service, be under the influence of, be in possession of, or furnish money to any individual for the purpose of an alcoholic beverage.

b. This offense shall be presumed to have occurred within the city limits if actual consumption occurs within the city or the individual having consumed alcoholic beverages is arrested within the city limits.

c. A minor that violates this section is guilty of an infraction.

Sec. 5-78. Presence in licensed premises prohibited as to minors.

a. It shall be unlawful for any minor to enter, be upon, or otherwise be present upon a licensed premises where any form of alcoholic beverages is sold or offered for sale, unless such minor qualifies under state law or one of the exceptions specifically set forth in this chapter. A minor that violates this section is guilty of an infraction.

b. If a minor is charged with unlawfully entering a licensed premises, the court shall consider the following in mitigation:

   1. After consuming the alcohol, the underage individual needed medical assistance as a result of consuming alcohol; and

   2. Within twelve hours after the underage individual consumed the alcohol, the defendant contacted law enforcement or emergency medical personnel to report that the underage individual needed medical assistance as a result of consuming alcohol.

Sec. 5-79. Licensee prohibited from allowing minors on licensed premises.

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It shall be unlawful for any licensee or any of their agents or employees to permit any minor to enter or be upon the premises where alcoholic beverages are sold or are allowed to be sold unless such minor qualifies under state law or one of the exceptions specifically set forth in this chapter.

Sec. 5-80. Minors shall not enter licensed premises – Exceptions – Penalty.

a. A minor may not enter any licensed premises where alcoholic beverages are being sold or displayed, except:

   1. In accordance with an exception permitting minors to enter a licensed premises that is explicitly stated in the North Dakota Century Code; or

   2. A minor may enter a licensed premises that is a restaurant where alcoholic beverages are opened or mixed and gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area; or

   3. A minor is attending an event where alcoholic beverages are sold in accordance with the conditions of an event permit issued pursuant to Section 5-55 of this chapter.

b. A minor that violates this section is guilty of an infraction.

   1. The Court may sentence a violator to an evidence-based alcohol and drug education program operated under rules adopted by the department of health and human services. For a second or subsequent violation of this section, the Court also shall sentence a violator to an evidence-based alcohol and drug education program operated under rules adopted by the department of health and human services.

   2. The court may refer the individual to an outpatient addiction facility licensed by the department of health and human services for evaluation and appropriate counseling and treatment.

c. An individual under twenty-one years of age is immune from criminal prosecution under this section if they contacted law enforcement or emergency medical services and report that another individual under twenty-one years of age was in need of medical assistance due to alcohol consumption, provided assistance to the individual in need of medical assistance until assistance arrived and remained on the scene, or was in need of medical assistance and cooperated with medical assistance and law enforcement personnel on the scene. The maximum number of individuals that may claim immunity for any one occurrence is five individuals.

Sec. 5-81. Proof of Identification – Refusal – Penalty.

a. If a peace officer has reasonable and articulable suspicion that an individual is in a licensed premises for a purpose prohibited by this section, the peace officer may request the individual to furnish a nondriver photo identification card of an operator's license to verify the individual's age. An individual who refuses to provide proof of identification upon request is guilty of an infraction.

b. If an individual charged with an infraction under this section produces a nondriver photo identification card or an operator's license before the final disposition of the infraction establishing the individual was twenty-one years of age or older at the time of the peace officer's request to furnish identification, the prosecuting attorney shall dismiss the infraction against the individual.

Sec. 5-82. Misrepresentation of Age.

Commented [SS48]: See specifically 5-01-08 and 5-02-06.

Commented [SS49]: See NDCC 5-01-08(3-6)

Commented [SS50]: See NDCC 5-02-06.1

Commented [SS51]: Sec. 5-14 a and b are taken from NDCC. 5-01-08.1

a. Any person who misrepresents or misstates their age or the age of any other person by making a false statement or by presenting a false or fictitious registration card, driver's license, identification card, or any other document purporting to show that person is of legal age to purchase alcoholic beverages is guilty of a class B misdemeanor.

b. Any licensee may keep a book and may require anyone who has shown documentary proof of that person's age, which substantiates that person's age to allow the purchase of alcoholic beverages, to sign the book if the age of that person is in question. The book must show the date of the purchase, the identification used in making the purchase and the appropriate numbers of such identification, the address of the purchaser, and the purchaser's signature.

c. A licensee or their employee may determine proof of age for purchasing or consuming alcoholic beverages solely by an inspection of one of the following:

1. A valid driver's license or identification card issued by the state, another state, or a province of Canada which includes the photograph and date of birth of the licensed individual;

2. A valid military identification card issued by the United States department of defense; or

3. A valid passport issued or recognized by the United States.

d. A licensee or their employee may seize a form of identification displayed as proof of age if the licensee or their employee has a reasonable belief that the form of identification has been altered, falsified, or is being used to unlawfully obtain alcoholic beverages.

e. Within twenty-four hours of seizing a form of identification as allowed under this section, a licensed retailer or an employee of a licensed retailer shall notify a law enforcement agency of the seizure and the law enforcement agency shall take possession of the identification within twenty-four hours after receipt of the notice.

Sec. 5-83. Purchasing for or furnishing alcohol to minors.

It shall be unlawful for any person to purchase or procure for any minor, any form of alcoholic beverages or to furnish or deliver any such alcoholic beverages to any minor.

Sec. 5-84. Licensee shall not sell or dispense alcoholic beverages to minors.

It shall be unlawful for any licensee, or any of their agents, servants, or employees, to sell, dispense, or deliver alcoholic beverages in any form to a minor, or to permit the consumption of alcoholic beverages upon the licensed premises by any minor, or to permit any sale, dispensing, delivering, of any alcoholic beverages to a minor.

Sec. 5-85. Licensee shall not allow minors to be furnished with alcoholic beverages.

It shall be unlawful for any licensee, or any of their agents, servants, or employees, to permit any minor to be furnished with any alcoholic beverages on the premises for which a license is granted and issued pursuant to this chapter.

Sec. 5-86 through 5-90. - Reserved.

Division 3. Penalties.

Commented [SS52]: The rest of this section is taken from NDCC 5-01-08.3.

Sec. 5-91. General Penalty for Violations of this Chapter

a. In this chapter, if an act is prohibited, made unlawful, or is a violation of the provisions of this chapter and no specific penalty is provided therefore, any person upon conviction for the violation of any such provision of this chapter shall be punishable according to Section 1-8 of these City ordinances.

b. In the construction and interpretation of this Division, the revocation of a license or permit shall not be considered as a recovery or penalty so as to bar any other penalty from being enforced.

~~c.~~ If this general penalty is in conflict with any specific provision in this Chapter, the two must be construed, if possible, so that the effect may be given to both provisions, but if a conflict between this provision and another provision in this Chapter is irreconcilable, the more specific provision must prevail and must be construed as an exception to this general provision, unless this general provision is enacted later and it is the manifest intent of the Council that this general provision shall prevail.

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c.

§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

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