City of Minot

Regular City Council Meeting
Monday, June 1, 2026, at 5:30 PM
City Council Chambers, City Hall (10 3rd Ave SW)
Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REPORT

   3.1. PROCLAMATION

4. REPORTS

   4.1. CITY MANAGER'S REPORT

   4.2. CITY ATTORNEY'S REPORT

5. PLANNING COMMISSION

   5.1. CONSIDER THE REPORT OF THE PLANNING COMMISSION

   5.2. PUBLIC HEARING: CASE #2026-21 - ALMY THIRD ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT

   RECOMMENDED ACTION
   It is recommended City Council approve the Preliminary Plat as show in Attachment A and Zoning Map Amendment Ordinance as shown in Attachment B.

   5.3. PUBLIC HEARING: CASE #2026-24 - LOTS 1-4, BLOCK 1, URIJAH'S FOURTH ADDITION - PRELIMINARY PLAT

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

   5.4. PUBLIC HEARING: CASE #2026-27 - POST ONE PROPERTIES ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT

   RECOMMENDED ACTION
   It is recommended City Council approve the Preliminary Plat as shown in

Attachment A and the Zoning Map Amendment Ordinance as shown in Attachment B.

5.5. PUBLIC HEARING: CASE #2026-29 - STONEBRIDGE FARMS 8TH ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT, PLANNED UNIT DEVELOPMENT

RECOMMENDED ACTION
It is recommended that City Council approve the Preliminary Plat as shown in Attachment A, the Zoning Map Amendment Ordinance shown in Attachment B and the Planned Unit Development Zoning Map Amendment Ordinance is included in Attachment C, with the following conditions:

a. **Development shall comply with the previously approved storm water management plan or will need to be amended;**
b. **Subdivision infrastructure plan required;**
c. **Infrastructure development agreement required;**
d. **Sewer connection fee required $3,787/acre; and**
e. **Sidewalks required.**

6. PUBLIC HEARING

6.1. RENAISSANCE ZONE FINAL APPROVAL: CASE NO. M-104 - 1945 SKYLINE DRIVE

RECOMMENDED ACTION
It is recommended City Council approve the request and authorize staff to submit 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 May 18, 2026, Regular City Council meeting.

7.2. ORDINANCES

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

1. **Ordinance No 6198 - 2026 BA - PD Forfeiture Funds for Handgun Replacement**

2. **Ordinance No 6199 - 2026 BA - PD Partnership with MSU Reallocation**
3. **Ordinance No 6200 - 2026 BA - PW-Eng HVAC Repair**
4. **Ordinance No 6201 - 2026 BA - Storm Sewer Maintenance Projects**
5. **Ordinance No 6202 - 2026 BA - PD Donation from 701 K9 Project**

7.3. ADMINISTRATIVE APPROVALS

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

1. **Trinity Health Foundation to conduct a raffle on August 14, 2026, at Dakota Square Arco (1520 24th Ave SW).**
2. **Minot Pink Ladies to conduct a raffle on May 15-16, 2026, at Minot Moose Lodge (400 9th St SW).**
3. **1, 2, 5 Motorcycle Club to conduct a raffle on September 12, 2026, at the Rockin Horse (2625 E Burdick Exwy).**
4. **Special Event Permit for Mi Mexico (3816 S Broadway).**
5. **Special Event Permit for Arny's 2.0 (12 3rd St SE).**
6. **Two Special Event Permits for The "O"riginal (720 N Broadway).**
7. **Four Special Event Permits for the Blue Rider (118 1st Ave SE).**

7.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION
It is recommended City Council approve the payroll for the period from April 19, 2026, through May 16, 2026, in the amount of $2,709,205.88 and the bills and transfers for May in the amount of $4,866,902.74.

7.5. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION
It is recommended City Council approve the following alcohol licenses:

- **Sunrise Hospitality, LLC dba the Hyatt House (2301 Landmark Dr NW) for a Hotel license from June 1, 2026, to December 31, 2026.**
- **JSK Foods ND, LLC dba the Bunker Bar & Grill (2110 E Burdick Expwy) for a Supper Club license from June 1, 2026, to December 31, 2026.**

7.6. GAMING SITE AUTHORIZATIONS RENEWALS

RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organization to conduct games of chance during the license year of July 1, 2026, through June 30, 2027, at the following location:

- **Minot Hockey Boosters, Inc.**
  - **The "O"riginal (720 N Broadway)**
- **Minot Moose Lodge No 822 Loyal Order of the Moose, Inc.**
  - **Minot Moose Lodge (400 9th St SW)**
- **Magic City Lions Club**
  - **Clarion Hotel (2200 E Burdick Exwy)**
  - **Spicy Pie (1100 N Broadway)**
  - **Rockin' Horse (2625 E Burdick Exwy)**
  - **Ebeneezers (300 E Central Ave)**

7.7. GAMING SITE AUTHORIZATION - MSU BEAVER BOOSTERS

RECOMMENDED ACTION
It is recommended City Council approve the following gaming site authorization for the MSU Beaver Boosters to conduct a calcutta on June 25, 2026, at the following location:

- **Beowulf (1912 Valley Bluffs Drive)**

7.8. CASE #2026-41 - LOTS 1 & 2, BLOCK 1, NOLEN'S ADDITION - MINOR PLAT

RECOMMENDED ACTION
It is recommended that City Council approve the Minor Plat as shown in Attachment A.

7.9. 2025 STREET IMPROVEMENT ADDITIONAL AREAS - FINAL PAYMENT (4866.3)

RECOMMENDED ACTION
It is recommended City Council approve the final payment of $83,994.65 to Minot Paving Co. LLC.

7.10. CASE #2026-42 - BOLTON HEIGHTS 16TH ADDITION - MINOR PLAT

RECOMMENDED ACTION

It is recommended City Council approve the plat as shown in Attachment A.

7.11. CASE #2026-43 - VALLI HAI 3RD ADDITION - MINOR PLAT

RECOMMENDED ACTION
It is recommended City Council approve that plat as shown in Attachment A.

7.12. ENVIRONMENTAL REVIEW SERVICES MASTER SERVICE AGREEMENT — KLJ

RECOMMENDED ACTION
It is recommended City Council approve the Master Service Agreement with KLJ Engineering and authorize the Mayor to sign the agreement.

7.13. 5-YEAR FLOOD WALL STRUCTURAL INSPECTIONS MI-1 & MI-2/3 TASK ORDER

RECOMMENDED ACTION
It is recommended City Council approve the task order with Houston Engineering, Inc., and authorize the Mayor to sign the agreement.

7.14. ND ENERGY CONSERVATION GRANT FOR LED LIGHTING - PUMP STATIONS

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve the submission of the grant; and**
2. **If selected for the grant, approve the acceptance of the grant; and**
3. **Authorize the Mayor and Staff to sign all applicable documentation.**

7.15. CONTRACT FOR THE RECORD

RECOMMENDED ACTION
It is recommended City Council approve the contract for the record and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

8. ACTION ITEMS

8.1. AIRPORT SOUTH HANGAR AREA UTILITY INFRASTRUCTURE CONSTRUCTION CONTRACT - MDU

RECOMMENDED ACTION
It is recommended City Council approve the attached agreement (Gas Service Extension Agreement) – from Montana-Dakota Utility (MDU); and authorize the Mayor and Finance Director to sign the agreement.

8.2. AIRLINE LEASES

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve the Airline Lease Template;**
2. **Direct staff to present the current airlines which operate at the airport the lease with the appropriate exhibits depicting their rented space, rental rates, etc.;**
3. **Authorize staff to use the lease template to negotiate terms with new airline entrants to the Minot market; and**
4. **Authorize the Mayor, Finance Director, and Airport Director to execute leases and sign applicable documents with the airlines and their ground handling operators.**

8.3. ALCOHOL ORDINANCE - SECOND READING

RECOMMENDED ACTION
It is recommended City Council review and consider approving the Chapter 5 Alcoholic Beverages ordinance on second reading with, the staff recommended changes.

8.4. AUTHORIZE SUBMISSION OF SECTION 5339 GRANT - REFURB TRANSIT BUS

RECOMMENDED ACTION
It is recommended City Council:

1. **Authorize staff to apply for a Section 5339 grant for purchasing a Refurbished transit bus; and**
2. **If awarded, authorize the Mayor and staff to sign applicable documentation to accept the grant award.**

8.5. PURCHASE OF PPE FOR THE FIRE DEPARTMENT

RECOMMENDED ACTION
It is recommended City Council approve the purchase of Fire Department bunker gear through the sole source procurement process.

8.6. BUDGET AMENDMENT - PUBLIC WORKS COMPLEX ROOF REPAIRS

RECOMMENDED ACTION
It is recommended City Council approve both budget amendments on first reading; and authorize the Mayor and staff to sign all applicable documentation for the repairs, allowing staff to move forward with repairs immediately.

8.7. BUDGET AMENDMENT - COMPACT LOADER DISPOSITION & TRADE-IN

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve the disposition through a trade-in program capitalizing on the equity that is available for the equipment;**
2. **Approve the budget amendment allowing staff to move forward with the trade-in on first reading; and**
3. **Authorize the Mayor and Staff to sign applicable documentation.**

8.8. BUDGET AMENDMENT - NAWS BIOTA PLANT CAPITAL PURCHASES

RECOMMENDED ACTION
It is recommended City Council approve a budget amendment in the amount of $350,000 to allocate funding for equipment purchases for the NAWS Biota Plant.

8.9. BUDGET AMENDMENT - WASTE/RECYCLING AUTOMATED TRUCK TECHNOLOGY

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve switching service providers for this technology from Fleetmind to Routeware;**
2. **Authorize the mayor and Finance Director to sign documents on behalf of the city; and**
3. **Approve a budget amendment to allocate funding to cover costs not contemplated in the 2026 budget.**

8.10. BUDGET AMENDMENT - 2026 LEAD SERVICE IDENTIFICATION AWARD OF BID (4926.1)

RECOMMENDED ACTION
It is recommended City Council:

1. **Award the bid for the Lead Service Identification Project to Dig It Up Backhoe Service, Inc for the lowest bid of $1,203,580;**
2. **Authorize the Mayor to sign contract documents on behalf of the City; and**
3. **Approve the budget amendment on first reading.**

8.11. BUDGET AMENDMENT - PUBLIC WORKS OUTREACH GRANT APPROVAL

RECOMMENDED ACTION
It is recommended City Council accept the $500 grant from the ND Chapter of APWA and approve the budget amendment on first reading.

8.12. BUDGET AMENDMENT & FLEET REPLACEMENT APPROVAL FOR (2) LOADERS

RECOMMENDED ACTION
It is recommended City Council:

1. **Approve the budget amendment(s) and allow staff to begin procurement actions on first reading;**
2. **Authorize the selection of Butler for the loader units;**
3. **Authorize the Mayor and staff to sign applicable documentation; and**
4. **Authorize the disposal of unit 722 (NCF215901) and unit 525 (530261) through auction per Municipal code Sec 2-4.**

8.13. MAYORAL APPOINTMENT

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

- **Lisa Olson to replace Mark Lyman on the Library Board with a term to expire June 2029.**

9. PERSONAL APPEARANCES

10. MISCELLANEOUS AND DISCUSSION ITEMS

10.1. COMMUNITY CONTRIBUTIONS PRESENTATIONS

1. **Minot Commission on Aging**

2. **First District Health Unit**
3. **Souris Basin Planning Council**
4. **Minot Area Chamber EDC**
5. **Minot Area Council of the Arts**
6. **Souris Basin Transportation**

10.2. MINOT PUBLIC LIBRARY ANNUAL REPORT

11. ADJOURNMENT

City of Minot
Mayor Mark Jantzer

Proclamation

Mayor Proclaims June 1 as MHS Girls Tennis Appreciation Day

WHEREAS, the Minot Public School District is a proud institution featuring outstanding education and extra-curricular opportunities; and

WHEREAS, the Minot High School Girls Tennis Team continued its tradition of excellence in 2026 by winning back-to-back State Championships and completing back-to-back undefeated seasons through determination, talent, discipline, and hard work; and

WHEREAS, over the past five years, the program has compiled an outstanding 106-2 overall dual record, captured five WDA championships, earned three State titles and two state runner-up finishes, while remaining undefeated against WDA opponents during that span, reflecting the exceptional dedication, teamwork, and sportsmanship of the student-athletes and coaching staff;

NOW, THEREFORE, DO I, Mark Jantzer, Mayor of Minot, North Dakota, hereby proclaim June 1, 2026, as Minot High School Girls Tennis Team Appreciation Day, and encourage all Minot residents to celebrate the Majettes' 2026 State Championship and recognize the team members, staff, and coaches for their season of excellence that highlights the successful academic and athletic programs organized and managed by Minot Public Schools.

Mayor Proclaims June 1 as MHS Girls Tennis Appreciation Day

_____

Mark Jantzer, Mayor, City of Minot

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City of Minot City Clerk

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, City Manager

DATE: June 1, 2026

City Manager, Tom Joyce

I participated in very good meetings, discussions, and trainings with external partners the last two weeks, including counterparts in other defense communities, state/regional city administrators, Souris Basin Planning Council, First District Public Health, MACEDC, Minot Air Force Base, HR Green (our Compatible Use Study/Installation Readiness Review contractor), the Office of Local Defense Community Cooperation (OLDCC), Senator Hoeven professional staff member regarding federal Sentinel and flood protection funding prospects, and members of City Council and the Ward County Commission. I participated in an Airport Deep Dive with MOT leaders and our support agency staff (Finance, HR, PIO, City Attorney), held Public Safety Stand-up with our Fire and Police Chiefs and PIO and one-on-ones with direct reports and our Department Heads meeting. I was honored to make comments during our city's Peace Officer Memorial Day event on May 15th and the swearing in of our newest Police Officer, Officer Brian Killebrew, on May 18th. Because we still require almost $11M in expense reductions to maintain a flat budget for 2027, I have challenged department heads to find even additional savings through increased creativity, innovation, combining/reducing positions, or potential reductions in service.

City Assessor's Office
City Assessor, Ryan Kamrowski

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

	APRIL			Year to Date 2026		
	Sales	Median	Average	Sales	Median	Average
Residential	61	$ 265,000	$ 276,838	212	$ 272,200	$ 282,858
Residential Vacant Land	71	$ 8,583	$ 10,347	95	$ 8,583	$ 17,238
Commercial	7	$ 227,500	$ 637,143	21	$ 300,000	$704,071
Commercial Vacant Land	2	$ 130,000	$ 130,000	4	$ 222,500	$ 252,500

City Engineering Department
City Engineer, Lance Meyer

Department Updates

- The backlog of view obstructions has been addressed. The working group (consisting of staff from Engineering, Planning, Attorney's Office and the Police Department) will continue with the goal of addressing concerns in a timely manner.
- Staff have been working towards the adoption of the 2027-2031 Capital Improvement Plan (CIP). A final draft will be presented at the 5/18 Council meeting.

Current Projects

- Staff is working on the parking ramp wayfinding signage.
- Storm Sewer District 124 design is complete. Council recently rejected the land purchase for the regional detention pond which was the key design piece for the project. Staff is working with the consulting engineer to determine if options exist and will report back to council soon.
- 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. A $1.5 million Flex Grant from NDDOT was awarded to the project to help lower the overall local share.
- 3rd Street and Central Avenue Reconstruction project will now move to design after council approved the Documented Categorical Exclusion document and selected design alternatives.

2025 Capital Projects

- SSD 121 – Puppy Dog Coulee storm sewer project – Wagner Construction
- Construction on Phase 8 began on 4/28/2026. This work includes the placement of new concrete box culverts under 16th St SW just north of 26th Ave SW. Construction will begin on the east side of 16th St SW, with the two northbound lanes closed and vehicle traffic reduced to head-to-head using the two southbound lanes on the west side of 16th St SW.
- South Broadway Box Culvert
  The NDDOT box culvert project under Broadway near the US 2 interchange has started again. This is minor work to complete last year's project and is anticipated to only take a few weeks.

2025/2026 Maintenance Projects

- All 2025 projects, except for Street Improvement 4866.4 – East Burdick Frontage Road, have made final payment.
- All 2026 roadway maintenance projects have been designed, bid, awarded, and preconstruction meetings have taken place. The 2026 Construction Projects Map is available below.
- Material has arrived for the 2026 Street Light Improvement with replacements focusing on the Glacial Point and the Stonebridge Farms additions.

- 2026 Signal Improvement is awaiting material, this project will likely start after the ND State Fair.
- The NDDOT is leading the 2026 HISP Signal Improvement the NDDOT Corridor Streetlight Improvement projects, both are currently in the contract/shop drawing stage. Both of these projects are anticipated to be active in the spring.

Additional Information – GIS Maps

- Traffic Impact App | Minot GeoHub
- 2026 Construction Project Map

Minot International Airport
Director, Jennifer Eckman

The Airport continued to have a drop in revenues compared to the prior years for the month of April 2026. The airport's consultant attributed part of the drop in passengers and overall spending to the unprecedented federal government shutdown (February 14 to April 30, 2026 for DHS workers). Industry-wide there was a 2%-point hit to revenue per available seat mile (RASM) and load factors (LF) during the first quarter of 2026. The Airport also did not have flights to Sanford-Orlando to boost the numbers like in 2025. The airport team continues to monitor its Canadian "catchment area," the regional market surrounding the airport, but has not seen a return of those travelers at this time. Finally, the spike in the cost of fuel and the restructuring of flight routes, the airport anticipates a reduction of airline flights to continue through the summer months of approximately 8%. Additional, Airport statistics can be found at https://www.motairport.com/345/Statistics-Dashboard.

During the month of May, we had an operations technician resign effective in April, citing childcare issues. The staff posted the essential position to be filled as soon as possible. Interviews were conducted in late May.

The Airport team has been working through last minute design for its upcoming projects and also the grant applications related to them. An application went to the North Dakota Aeronautics Commission (NDAC), requesting $1.7 million in funding. The Airport continued working with Enbridge over a pipeline easement in Runway 26's runway safety area (RSA). Enbridge continues to request the City pay (estimated at $550,000) for the required protective measures. Funding to cover 90% of the costs for the protective measure was included in the NDAC grant application and the NDAC has award the 90% cost share for the project in lieu of other projects on the application. The airport director will be attending a commission meeting in June to ask the commission to reconsider some of the unfunded projects on the original request.

MACEDC Board Meeting Attendance - 2026

Scheduled Meeting	JAN 14	FEB 18	MAR 18	MAR 23	APR 15	MAY 14	JUNE 10	JULY 8	AUG 12	SEPT 9	OCT 14	NOV 18	DEC 16
EXECUTIVE COMMITTEE													
Jarid Lundeen, Chair	X	X	X	Annual Meeting	X								
Jason Zimmerman, Chair-Elect	A	X	X		X								
Missy Feist-Erickson, Treasurer	X	X	A		A								
Ryan Ackerman, Past Chair	X	X	X		X								
Brekka Kramer, President | CEO & Corp Secretary	X	X	X		X								
ADDITIONAL VOTING MEMBERS													
Joshua Blackaby	X	X	X		X								
Beth Feldner	X	X	X		X								
Peter Hankla	X	X	X		A								
Cassidy Hjelmstad	X	X	X		X								
City of Minot - Mayor Mark Jantzer	X	X	A		X								
Jonn Knecht	X	A	X		X								
John Kutch	X	X	A		A								
John Mackner	X	X	X		X								
Ward County - Commissioner Jason Olson	X	X	X		X								
Dr. Steven Shirley	A	X	A		X								

X = Present A = Not Present

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

Minot Area Chamber EDC Board of Directors
Thursday, May 14, 2026 @ 7:30 a.m. | Minot Area Chamber EDC
SPECIAL MEETING AGENDA

Call to Order

1. Board Minutes
    a. Approve April 15 Regular Board Meeting Minutes

2. Treasurer's Report
    a. Approve April Financials

3. Chairperson's Report
    a. Spring 2026 SUM Academy powered by CO.STARTERS Report
    b. Letter of Support – Minot FRA 27th Street Grade Separation Project

4. Strategic Plan Key Pillar Report
    a. Economic Development
    b. Community Development
    c. Workforce Development
    d. Member Investor
    e. Military Support

5. President's Report
    a. Programming Community Outreach Monthly Activity Report
    b. Upcoming Events, Meetings, and Presentations

6. Other Business

Adjourn Meeting

Next Meeting: June 10, 2026

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

Minot Area Chamber EDC
Regular Board Meeting Minutes
Wednesday, April 15, 2026
Minot Area Chamber EDC Office

Call to order
Chair Jarid Lundeen called the meeting of the MACEDC Board of Directors to order at 7:30 a.m.

Attendance
PRESENT BOARD MEMBERS AND STAFF: Jarid Lundeen, Jason Zimmerman, Ryan Ackerman, Josh Blackaby, Beth Feldner, Cassidy Hjelmstad (Teams), Mayor Mark Jantzer, Jonn Knecht, John Mackner, Jason Olson, Dr. Steven Shirley, Brekka Kramer, and Jaime Hauge.
ABSENT: Missy Feist-Erickson, Pete Hankla, and John Kutch.
OTHERS PRESENT: Jim Bougalis (Teams).

1. **North American Iron Update – Jim Bougalis**

Jim Bougalis gave an update on North American Iron.

2. **Board Minutes (All Directors)**

Minutes were provided in the MACEDC Board of Director's packet sent out prior to the monthly meeting. Mr. Zimmerman moved to approve the March 18 regular board meeting minutes; Mr. Knecht seconded the motion. Motion carried unanimously.

3. **Treasurer's Report**

Ms. Kramer presented the March MACEDC financials. Dr. Shirley moved to approve the March MACEDC financials. Mayor Jantzer seconded the motion. Motion carried unanimously.

4. **Chairperson's Report**
   a. **Business Retention and Expansion (BR&E) Report:** The report was provided in the packet for review and discussion.
   b. **Letter of Support – Sam's Club:** The letter of support was provided in the packet for review. Mr. Ackerman moved to approve writing a letter of support for bringing Sam's Club to Minot utilizing the language that would express our desire to reduce retail leakage to Bismarck. Mr. Zimmerman seconded the motion. Motion carried unanimously.
   c. **North Dakota Governor's Cup:** Mr. Zimmerman moved to approve pursuing sponsorship if there is board-level involvement. Beth seconded the motion. Motion carried unanimously.

5. **Strategic Plan Key Pillar Report**
   a. **Economic Development – Mr. Ryan Ackerman:** Mr. Ackerman gave an update on North American Iron and the board discussed frequently asked questions.
   b. **Community Development – Ms. Brekka Kramer:** Ms. Kramer shared that the Center on Rural Innovation (CORI) committee held its first meeting.
   c. **Workforce Development – Dr. Steven Shirley:** Dr. Shirley reported that there is a potential MAGIC Fund request coming forward involving Minot State University. Ms. Kramer said MACEDC is supporting the workforce pipeline and looking at ways to pipeline cybersecurity opportunities for our region.
   d. **Member Investor – Ms. Cassidy Hjelmstad:** Chair Lundeen shared that the annual meeting and National Civics Bee competition both were successful events. Ms. Hjelmstad said that a

survey was created to be sent out to MACEDC member investors regarding the upcoming half-cent sales tax proposal. Mr. Zimmerman moved to approve the survey as proposed. Mr. Knecht seconded the motion. Motion carried unanimously.

e. **Military Support – Mr. Jason Zimmerman:** Mr. Zimmerman reminded the board of the upcoming April 23 Prairie Warrior Auction and the April 28 North Dakota Nuclear Triad Symposium. Task Force 21 engagements will increase in May, the Sentinel Working Group will be working through recent information, and the bomber group continues to track the new radars and long-range standoff.

6. President's Report

The president's report and programming community outreach monthly activity report were included in the packet.

6. Other Business

Ms. Kramer informed the board that a few upcoming board meeting dates will need to be moved due to conflicts with other engagements and board member involvement.

Chair Lundeen adjourned the MACEDC April Board meeting at 9:11 am.
Minutes submitted by: Jaime Hauge, Executive Assistant

FINSYNC CO.STARTERS

Cohort Report

for Minot Area Chamber EDC // Minot, ND

Dates: January 28 - April 1 2026

Executive Summary

The Minot Area Chamber EDC January 2026 cohort graduated 8 participants from CO.STARTERS Core in Minot, ND, facilitated by Mark Lyman and Alan Gohary. The program ran from January 28 to April 1, 2026. 7 of 8 graduates (88%) completed the pre-program survey and 8 of 8 (100%) completed the post-program survey. The cohort was predominantly female (71%) and White (71%), with a strong creative and arts presence alongside professional services, health and wellness, and retail.

7 of 8 post-survey respondents reported still pursuing their venture — 5 actively and 2 planning to return after a break. Participants showed strong gains across all entrepreneurial confidence measures, with the most notable improvements in knowing their next steps (+100 points), and 86-point gains in starting and leading a venture, accessing needed resources, and marketing their product or service.

Participants reported 86% satisfaction with the CO.STARTERS Core program and 100% satisfaction with facilitators Mark Lyman and Alan Gohary, who received an average score of 4.71 out of 5.



2 Facilitators



8 Graduates



Pre-Survey: 88%
Post-Survey: 100%

Starter Demographics Breakdown

Gender

Category	Count	% of Respondents
Female	5	71%
Male	2	29%

Race / Ethnicity

Category	Count	% of Respondents
White, Caucasian, or European descent	5	71%
Hispanic, Latino, or Spanish Origin	1	14%
Prefer not to answer	1	14%

Age

Category	Count	% of Respondents
18–24 years old	2	29%
25–44 years old	4	57%
45–64 years old	1	14%

Education

Category	Count	% of Respondents
Some college/university	3	43%
Bachelor's degree	4	57%

Income

Category	Count	% of Respondents
$25,000 – $50,000	2	29%
$50,000 – $75,000	2	29%
$75,000 – $100,000	2	29%
$100,000 or more	1	14%

Venture Demographics Breakdown

Venture Stage (Start of Program)

Category	Count	% of Respondents
Concept Stage	5	71%
Startup Stage	2	29%

Venture Stage (End of Program)

Category	Count	% of Respondents
Concept Stage	1	13%
Startup Stage	4	50%
Operating Stage	2	25%

Industry

Category	Count	% of Respondents
Creative/Arts/Culture	2	29%
Professional Service	1	14%
Health and Wellness	1	14%
Entertainment	1	14%
Products, Retail, and Shopping	1	14%
Other	1	14%

Where's The Money Coming From?

Category	Count	Total Amount
Personal savings	5	$12,350
Personal credit	1	$2,000
Family and friends	1	$1,000

Average Gross Annual Sales

$1,167

Gross Capital Investment

$15,350

Progress Report

Percent of participants who rated themselves 4 or 5 out of 5 on the following statements, before and after the program.

Statement	Before	After	Change
I know how to start and lead a venture.	0%	86%	+86%
I have people with whom I can discuss my ideas.	71%	100%	+29%
I have the resources I need to move my venture forward.	14%	100%	+86%
I have accountability to help me make progress.	43%	86%	+43%
I know how to market or sell my product(s) or service(s).	14%	100%	+86%
I know how to evaluate my venture's potential.	0%	86%	+86%
I understand business financials.	14%	71%	+57%
I know how to get and use customer feedback to improve my venture.	29%	86%	+57%
I know how to turn my ideas into reality.	57%	100%	+43%
I am confident in presenting or explaining my venture's potential to others.	43%	100%	+57%
I am confident my venture will work.	57%	100%	+43%
I feel connected and supported by the local community in launching my venture.	14%	71%	+57%
I know my next steps.	0%	100%	+100%

* "Before" values are based on pre-program survey data. Statistics are rounded to the nearest whole number.
** "After" values are based on post-program survey data. Statistics are rounded to the nearest whole number.

Testimonials

> The program is amazing. Our mentors were the best. I think this program is built for anyone who's thinking about business to currently starting it.

> I loved everything about this class — the set up, the topics discussed. I would highly recommend it to anyone starting a business.

> I appreciated the expertise of the two individuals leading the class and how that led to me gaining the confidence I was lacking to move forward.

Deep Dive

Want to conduct further analysis? View this cohort's raw survey data.

Thank you!

MINOT AREA CHAMBER EDC

1020 20th Avenue SW
PO Box 940
Minot, North Dakota 58702-0940

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May 14, 2026

The Honorable David A. Fink
Administrator
Federal Railroad Administration, U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

RE: City of Minot's Project Development Applications – 27th Street Grade Separation

Dear Administrator Fink:

Our mission at the Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business infrastructure by being a collaborative partner in the community, focused on improving quality of life for all. We support initiatives that strengthen our economy and enhance the overall climate for business growth in our region. To that end, it is my pleasure to provide this letter of support for the City of Minot in its applications to the Federal Railroad Administration (FRA) for preliminary engineering and environmental work on the proposed 27th Street overpass to eliminate the existing at grade road and rail crossing.

Economic Development is one of the core pillars of MACEDC's five-year strategic plan – and 27th Street plays a key role in our work to lead primary sector development in the Minot area. It provides access to the Minot Intermodal Facility, which allows local shippers, producers, and manufacturers to send their goods to the ports of Seattle and Tacoma and, ultimately, ports around the world.

The 27th Street corridor also leads to the rail-served Logistics Park of North Dakota – home of AGT Foods, one of Minot's major "value-added" agriculture processors – and the future home of North American Iron, which plans to construct a multi-billion-dollar pig iron manufacturing facility that is poised to bring hundreds of new jobs to the region.

Advancing the proposed overpass at 27th Street will enhance capacity and predictability for these facilities that are key not only to MACEDC's mission, but to the greater economy of our region. By eliminating an at grade bottleneck, the project will reduce truck and train delays, support just in time operations, and bolster the competitiveness of Minot's expanding logistics and manufacturing base. MACEDC is proud to support Minot's FRA applications. Please feel free to contact us if you have any questions or need further information on the value of this project.

Sincerely,

Brekka Kramer

Brekka Kramer, President | CEO
Minot Area Chamber EDC

Accredited Chamber
U.S. Chamber of Commerce

President's Report | April 13 – May 8, 2026
Each month also includes numerous calls, emails, along with stakeholder, member investor, planning and internal meetings.

- Monthly Task Force 21 meeting
- Meeting with Cornerstone Member Investor
- SelectUSA Investment Summit Planning meeting
- Mayoral candidate forum
- Monthly MACEDC Board meeting
- North Dakota National Guard Senior Leader Engagement and Career Fair
- Monthly meeting with Minot Air Force Base Public Affairs
- City Council candidate forum
- Meeting with the Minot Hot Tots
- Weekly Strategic Deterrent Coalition Committee meeting
- Weekly Task Force 21 Symposium Planning Committee meeting
- Meeting with Business Executives for National Security
- Meeting on Minot Air Force Base Compatible Use Study
- North Dakota Employee Ownership Working Group meeting
- Infrastructure Coalition follow up meeting
- Borrow site discussion with Houston Engineering
- Meeting with North American Iron
- Minot Air Force Base Coordination Team meeting
- North American Iron update to City Council
- Regular City Council meeting | North American Iron presentation
- Regular County Commission meeting | North American Iron presentation
- North Dakota Congressional Team introduction to North American Iron
- University of North Dakota Center for Family Medicine visit
- SelectUSA Investment Summit meeting
- Greater North Dakota Chamber Business Climate Council meeting
- Weekly Strategic Deterrent Coalition Committee meeting
- Prairie Warrior Auction
- Employee Handbook Committee meeting
- North Dakota Nuclear Triad Symposium Minot Air Force Base Tour
- North Dakota Nuclear Triad Symposium Opening Reception
- North Dakota Nuclear Triad Symposium
- Interview | The Dakotan on Economic Development
- Meeting with Minot Air Force Base representative
- Weekly Task Force 21 Symposium Planning Committee meeting
- Weekly Strategic Deterrent Coalition Committee meeting
- Meeting with Cornerstone Member Investor
- Business After Hours | Legacy Health Clinic
- Minot State University Board of Regents meeting
- SelectUSA Investment Summit (National Harbor, MD)
- Strategic Deterrent Coalition Board meeting and symposium (Alexandria, VA)
- Monthly Logistics Park of North Dakota Committee meeting (ML)
- MACEDC Board of Directors roundtable with Nick Phillips, Applied Digital (ML)
- Weekly Task Force 21 Symposium Planning Committee meeting (KRS, JH)
- Meeting with potential client and City of Minot (JH)

MINOT AREA CHAMBER EDC
PROGRAMMING COMMUNITY OUTREACH MONTHLY ACTIVITY REPORT | April 13 – May 8, 2026

COMMITTEE REPORTS

Adopt an Airman – The program has been getting some traction. Two applications have come in from airmen. No responses from the families that are on file.

Agribusiness Committee – May 6 the committee met to discuss sponsoring a family friendly free evening for farmers and their families at a November Minotauros game. They are waiting for the official schedule release to finalize a 2026 date.

Ambassador Committee – Ambassadors led ribbon cuttings and groundbreaking at the following businesses:

- April 15 – YMCA Prairie Grit ribbon cutting – 3515 16th St SW – new Bravera gym floor
- April 20 – Joe's Italian Restaurant ribbon cutting – 7 1st St SE – new downtown restaurant
- April 21 – VP Pro Group ribbon cutting – 206 3rd Ave N, Glenburn, ND – new name
- April 29 – Cornerstone Bank groundbreaking – 415 20th Ave SW – new addition
- May 1 – Minot State University ribbon cutting – 500 University Ave W – new nutrition center in wellness center
- May 8 – Union National School of Salon Sciences ribbon cutting – 7 Central Ave E – new trade school

May 7 the committee held its monthly meeting at Off the Vine covering past ribbon cuttings and upcoming events. With the warmer weather coming up, the red coats will get even busier.

Business Retention & Expansion (BR&E) – BR&E interviews were held with Gratech, Connole & Sommerville, Ackerman-Estvold, and Enerbase.

Business After Hours – April 30 Legacy Health Clinic hosted the May Business After Hours with 65 attendees. Those attending learned more about what services are provided at the clinic including primary and aesthetic care.

Community Leadership Institute (CLI) – April 22 the facilitators for the 8-week course gathered to go over survey results from last year's session and plan for the 2026 course. CLI will meet each Thursday morning beginning September 3 and run through October 22. CLI is limited to 25 and 20 have signed up to take the course.

April 30 the 2025 CLI class was able to have their make-up Minot Air Force Base session. The original session set for October 9 was cancelled after the government shutdown. The session included a briefing from the 5th Bomb Wing Deputy Commander Thomas Taylor and 91st Missile Wing Deputy Commander Matthew Crosman on the mission of Minot Air Force Base. Those attending took a tour of the B-52 Bomber on the flight line and were able to see one of the bombers take off. They toured the air traffic control tower, Uniform 1 missile training facility, 54th Helicopter Squadron where they saw a Huey take off and they ended the tour with a look at the Explosive Ordnance Disposal (EOD).

Eagle Awards – Twenty-Five Eagle Awards were presented on April 14, recognizing outstanding customer service and community impact across a wide range of industries in the Minot area.

Dr. Richard Ashu, Trinity Health
Kim Bahl, BeMobile Verizon
Darold Berger, Ferrellgas
Sarah Crawford, Starbucks
Faith Davis, ABC Daycare
Emily Demme, Dakota Dental Health Center
Troy Dockstader, Hardee's
Cody Erz, Badlands Restaurant & Bar
Shyanne Hughes, Little Hands Loving Hearts
Stacy Joseph, Caribou Coffee
DeAnn Lafountain, Nedrose Elementary School
Jenny Lemasters, First District Health Unit
Dr. David Min, Trinity Health
Justin Moore, UPS
Braydon Ortiz, Halberstadt's Minot
Stephanie Palmer, Northern Lights Care
Brandi Peck, Home Instead
Alyx Pederson, Brokers 12 Real Estate
Jacob Rogers, ServPro
Karla Ross, Little Hands Loving Hearts
Dr. Kimberly Salas, Trinity Health
Olivia Strand, Trinity Health
Tino Vito, Trinity Health
Cami Weber, Menards
Amanda Weidler, Trinity Health

Energy Committee – April 13 the committee and Bakken API hosted Jessica Bell, Vice President of External Affairs at Rainbow Energy. Rainbow Energy is positioning itself as a unique, independent power producer in North Dakota, distinct from traditional utilities because it generates electricity without directly serving customers. Instead, it sells power into broader markets, leveraging its ownership of Coal Creek Station—a highly efficient 1,200-megawatt coal plant—and the Nexus transmission line, which enables low-loss delivery of electricity to the Minneapolis market. Beyond operations,

Rainbow emphasizes a diversified and forward-looking energy strategy centered on people, community, and long-term opportunity.

May 5 the committee and Bakken API hosted Nick Phillips, the Executive Vice President of External Affairs at Applied Digital who introduced his team's role in external affairs, emphasizing their involvement across government relations, land acquisition, site selection, and ongoing community engagement. Nick explained that Applied Digital designs, builds, owns, and operates data centers, managing most facility operations while leasing space to major technology clients, and tailoring services depending on whether the facility supports blockchain or AI infrastructure.

Governmental Affairs Committee – April 14 the committee held a candidate forum for the two candidates for Mayor of Minot. MACEDC moderated the forum which allowed written questions from the audience and those on social media. Mayor Mark Jantzer and Josiah Roise answered questions on support of the military, property taxes and city employees. Around 40 people attended in person while up to 221 were online.

April 15 the committee held a candidate forum for the candidates running for Minot City Council. Three spots are open and seven candidates are running. Eric Locken was unable to attend but provided a few remarks. Nicole Brasfield, Joan Hawbaker, Isaiah Keller, John MacMartin, Stephan Podrygula and David Wiley answered questions including budgeting, property tax and Task Force 21. The room had around 40 people in attendance with up to 169 online.

Infrastructure Committee – May 8, the committee heard updates from local and regional leaders on parks, transportation, construction, and infrastructure projects. Minot Park District Executive Director Elly DesLauriers and Yes for Parks representative Beth Feldner discussed the proposed half-cent sales tax on the June 9 ballot, which would reduce property taxes while funding long-term park maintenance and capital improvements. NDDOT District Engineer Chad Beggs highlighted a busy construction season with paving and improvement projects underway on Highways 23, 52, and 83, while noting seasonal load restrictions will soon be lifted. Emily Huettl of the City of Minot Engineering Department recognized Building Safety Month and announced the city's inspections division has been renamed the Building Safety Department. While residential permits trail last year's pace, commercial development remains strong, with more than $19 million in commercial permits issued so far in 2025. Mrs. DesLauriers also shared several upcoming Park District projects, including a new accessible playground at the Shields Complex, the June 5 reopening of Roosevelt Park Pool following filtration upgrades, and a new scoreboard at Corbett Field ahead of state baseball and softball tournaments. City Utilities Director Jason Sorenson reported progress on water system upgrades, Roosevelt Park flood control work, and federal infrastructure projects connected to the Sentinel initiative, all of which involve ongoing coordination and phased construction planning. John Van Dyke of Central Dakota Metropolitan Planning said Minot's transit development plan is nearing completion, with upcoming public input meetings planned at City Hall. Additional efforts include pavement condition studies, bicycle and pedestrian planning, and long-range transportation budgeting and improvements.

Military Affairs Committee – May 7, the committee received updates highlighting North Dakota's military heritage, community partnerships, and ongoing modernization efforts. Dr. Bill Peterson, president of the State Historical Society and chair of the Joint Military Museum Advisory Committee, outlined plans for the future ND Military Gallery, which will showcase North Dakota's military history from Indigenous warrior societies to modern conflicts through personal stories, artifacts, and interactive exhibits. Planned features include a Minuteman III missile, historic aircraft, military uniforms, and exhibits honoring the service of North Dakotans around the world. Col. Jesse Lamarand of the 5th Bomb Wing said the meeting would be his final appearance before the committee and thanked the Minot community for its continued support of military families, national defense, and the base's modernization efforts. Chief Becky Thomas of the 91st Missile Wing, who will retire later this month, also expressed gratitude for the strong partnership between Minot and the military community, emphasizing the important role local leaders play in supporting the base's missions and future growth. Captain Christopher Spangler of the North Dakota Army National Guard reported strong recruitment and retention numbers, extensive statewide training operations, and growing community engagement efforts. He noted that roughly 500 Guard members are based in the Minot area and highlighted recent disaster response training, military exercises, aviation and engineering operations, youth outreach programs, and preparations for upcoming annual training events and regional celebrations connected to America's 250th anniversary and the Theodore Roosevelt Presidential Library opening.

National Civics Bee – The ten finalists from the regional competition in Minot will participate in the National Civics Bee state competition July 10 in Bismarck. The finalist will win $5,000 for their school along with a cash prize from the state competition and go on to the National Civics Bee in Washington DC this fall.

Prairie Warrior Auction – The 39th annual auction raised over $135,000, which is a record-breaking year. More than 240 live and silent auction items were donated. Operation Homebound will receive $67,000 and $68,000 to Team Minot. Next

year's event will take place on April 1, 2027, in the 4-H Hall, not Magic Place. Verendrye Electric was the presenting sponsor for the fourth year in a row.

Right Start Committee – March 22 the MACEDC Right Start team presented a community orientation highlighting things to see and do in Minot and across North Dakota to newcomers at Minot Air Force Base, with 87 Airmen in attendance. The presentation serves as a mandatory briefing for Airmen and Department of War–affiliated newcomers. Right Start is considered the official community welcome to a new installation, with MACEDC leading the community portion each month.

Showcase of Business – The 2026 Showcase of Business will take place November 12 at the North Dakota State Fair Center. The theme for the event is "Roll Out the Red Carpet".

Start Up Minot Academy powered by CO.STARTERS – The next cohort for the SUM Academy will be held in the fall.

Start Up Minot (SUM) – No business showcase/networking events were held during this time. The next one will be held on Thursday, May 14 and will feature Carl Clemetson, founder of Hometown Elegance Event Catering and Productions.

Task Force 21 (TF21) – April 13 the committee met to discuss completed events and upcoming strategic engagements. The North Dakota National Guard leadership team visited Minot to discuss legislative priorities. Senior military leaders, policymakers, and community stakeholders gathered in Minot on April 28 for the TF21 North Dakota Nuclear Triad Symposium. Full speaker line up and presentations can be found at TaskForce21.com. The Strategic Deterrent Coalition (SDC) Nuclear Triad Symposium took place in Washington, D.C. the following week. TF21 members serve on the SDC board of directors. The National Security Forum took place at Maxwell Air Force Base in Alabama. The Association of Defense Communities (ADC) National Summit was held in Washington, D.C. This year marked 50 years of ADC. Its original purpose was to help communities respond to changes involving military installations — especially base closures, redevelopment of former military property, and economic recovery. Minot was invited to speak at the summit and was spotlighted as a 2025 Great American Defense Community.

Women Connect – Women Connect met to go over their April 8 event, Opportunity Showcase. Planning is underway for the October 6 event featuring inspirational speaker Dan Meers who came within inches of losing his life while practicing a bungee jump and zip line stunt at Arrowhead Stadium, home of the Kansas City Chiefs. What Dan anticipated being the thrill of a lifetime ended up being the spill of a lifetime. The stunt went terribly wrong, and Dan plummeted 75 feet before crashing into the stadium seats. Miraculously Dan survived. He spent 9 days in the hospital and got some really big scars. Dan smiles when he says, "Scars are just Tattoos that come with a Cool Story". During this powerful presentation Dan shares his incredible story and the important lessons that he learned during his long road to recovery about leadership and about life.

UPCOMING MEETINGS AND EVENTS

Minot Area Chamber EDC Programming

May 14	Start Up Minot Networking Event, 7:30 am, Carnegie Center
May 20	Business After Hours, 5:00 pm, Corbett Field
May 27	Governmental Affairs Committee, 3:30 pm, Verendrye Electric Cooperative (Minot)
June 12	Military Appreciation Day in the Park, Oak Park
August 17	Military Golf Scramble, Beowulf Golf Club

Minot Area Chamber EDC Signature Events

September 18	Task Force 21 Nuclear Triad Symposium, Washington D.C.
November 12	Showcase of Business, North Dakota State Fair Center

Minot Area Chamber EDC Strategic Engagements | Stakeholder and Partner Events

May 19-21	Williston Basin Petroleum Conference, Bismarck ND
June 3	North Dakota Trade Office Global Business Connections Conference, Fargo ND
June 3	North Dakota Association of Nonprofit Organizations Leadership Conference
September 3	Prairie Warrior Bowl, Herb Parker Stadium

Date: May 26, 2026
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (June 2026)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the June 1, 2026 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. Lynette Gotvaslee

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: None retained yet

Current Status: Filed as Ward County Case No. 51-2026-CV-01175

Property owned by Lynette Gotvaslee is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. After making reasonable and diligent efforts to acquire the property through negotiation, the City Council approved an eminent domain resolution at its regular meeting on April 6, 2026.

June: On May 15, the City filed a complaint against the property owner and Ward County, which is asserting a lien on the property for unpaid real estate taxes. Ward County filed a response on May 21 requesting that any proceeds resulting from the eminent domain action be paid to the County up to the amount of taxes owed. As of the date of this report, no response has yet been filed by the property owner.

B. Other Civil Matters:

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

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: City's Motion to Dismiss Pending

On June 12, 2025, the City was made aware of several documents filed by Josiah Roise in the United States District Court for North Dakota. These documents were filed on April 11th, 2025 and include incomplete US District Court pleading forms and several attachments. The attachments contain several personal recollections as well as court and law enforcement records related to a 2019 incident involving the

execution of a Ward County warrant seeking bomb-making materials. There are also several attachments referencing various state and federal statutes and case law. The City submitted this case to the North Dakota Insurance Reserve Fund (NDIRF), who appointed attorney Lawrence King to represent the City in this matter. The City Attorney was handed copies of these pleadings by a representative of the Plaintiff on December 23, 2025.

On January 7, 2026, the City filed a motion to dismiss and memorandum in support of their motion to dismiss this action for failure to effectuate service of process pursuant to Rule 4(c)(1) and Rule 4(m), Fed. R. Civ. P. An objection to the motion has been filed and the City awaits a ruling on the motion.

June: As of the date of this report, the City's motion to dismiss remains pending before the Court.

2. Josiah Roise v. City of Minot Police Officers

Counsel: Lawrence King

Opposing Counsel: Pro Se/Unrepresented

Current Status: City's Motion to Dismiss Pending

On July 16, 2025, the City was made aware of additional pro se pleadings filed by Josiah Roise in the United States District Court for North Dakota. These documents were filed on April 23rd, 2025 and again include incomplete US District Court pleading forms and several attachments. The attachments contain several personal recollections as well as court and law enforcement records related to what appears to be two separate encounters Minot Police Department Officers in 2019. The first incident appears to concern a traffic stop, and the second concerns an incident where law enforcement officers observed an open door at a local business late at night and made contact to ensure nothing was wrong. There are also several attachments referencing various state and federal statutes and case law. The City submitted this case to the North Dakota Insurance Reserve Fund (NDIRF), who appointed attorney Lawrence King to represent the City in this matter. The City Attorney was handed copies of these pleadings by a representative of the Plaintiff on December 23, 2025.

On January 7, 2026, the City filed a motion to dismiss and memorandum in support of their motion to dismiss this action for failure to effectuate service of process pursuant to Rule 4(c)(1) and Rule 4(m), Fed. R. Civ. P. An objection to the motion has been filed and the City awaits a ruling on the motion.

June: As of the date of this report, the City's motion to dismiss remains pending before the Court.

3. Meyhoff v. Becker, LaBodda, and Miller

Counsel: Dan Gaustad

Opposing Counsel: Pro Se/Unrepresented

Current Status: City's Motion to Dismiss Pending

On March 3, two former and one current MPD officer received notice from the U.S. District Court that a lawsuit had been filed against them in their individual capacities.

The case stems from a road-rage incident in which the plaintiff was charged and later found not guilty at trial. The plaintiff is representing himself. Because the plaintiff is proceeding pro se, the Federal Court conducted an initial review of the complaint. At this stage of the proceeding, the Court must accept all allegations as true, and its decision only determines whether the claims may proceed—not whether they have merit.

The plaintiff raised several claims against the City and the three officers. Most were dismissed for failure to state a claim, including all claims against the City. However, the Court allowed the plaintiff to move forward on a Fourth Amendment unlawful search and seizure claim against the three officers individually. This type of claim triggers coverage under the City's NDIRF policy. NDIRF has retained Dan Gaustad of Pearson Christensen (Grand Forks) to respond to and defend the officers. Attorney Gaustad filed a Motion to Dismiss in this matter on April 24, 2026.

June: As of the date of this report, the Defendant officers' motion to dismiss remains pending before the Court.

4. Ward County v. City of Minot – Excess Foreclosure Proceeds

Counsel: John Warcup, Special City Attorney

Opposing Counsel: Ward County State's Attorney

Current Status: Closed in District Court

This matter involves the statutory process for distributing surplus funds from the tax foreclosure sale of McLean Kolobakken's property located at 413 23rd St. NW. The City incurred abatement costs on the property and has submitted a claim for reimbursement. Two parties, including the City of Minot, allegedly filed claims for the excess proceeds. When multiple claims are submitted, the County is required to transfer the surplus funds to the Clerk of District Court, after which the District Court determines how the proceeds should be distributed.

June: On May 21, Ward County State's Attorney Roza Larson and Special Assistant City Attorney John Warcup filed a Stipulation for Entry of Judgment confirming that, after reviewing the court file, the property owner did not submit a claim for the excess foreclosure proceeds. The attorneys also filed Proposed Findings of Fact, Conclusions of Law, an Order for Entry of Judgment, and a Proposed Judgment for the Court's consideration, requesting that the Court disburse $16,402.79 to the City of Minot. Judge Lee signed the proposed order and judgment on May 27, 2026. The City will work with the District Court to transfer the funds to the City, and this file will be considered concluded.

C. City Business:

1. **City Department Legal Support** – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:

   a. **Employment Investigations:** The City Attorney's Office provided a draft memo template to the City Manager to help the HR and Police Departments work through the recommendations made in the police department and mayoral investigative reports. City Manager Joyce approved and signed the remedial

memo addressing the police department investigation recommendations. The undersigned is not aware of the status of any similar memo being completed for the mayoral investigation.

b. **2027 Budget:** City Attorney's Office has submitted its proposed budget with a -3% to Finance that eliminates much of the City Attorney's education/training/travel/supplies budget in order to maintain current staffing levels.

c. **Superfund Site Meetings/Document Review:** Attorney Stalheim and the City's Utility Director continue to work with EPA and the state's Department of Environmental Quality (DEQ) to make the superfund site available to the park district for recreation. The City is working with the EPA and DEQ to finalize the environmental covenant and amendments to our ordinances to address the institutional controls prohibiting public access to the Superfund site. City staff have advised the Park District to work with their consultant to draft the Quality Assurance Project Plan (QAPP), which is an essential deliverable for purposes of the Reuse Work Plan. The Consent Decree was approved by the City Council at its April 6th agenda, and authorized the DOJ to file the modification with the federal court at its April 20th meeting. Once the Court reopens the case, the Department of Justice's attorney will lodge the Consent Decree Modification noting the need for a public comment period (30 days) period to moving the Court to enter the Consent Decree Modification.

d. **Attorney General Open Meetings Response:** Attorney Stalheim responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. The City has not yet received an opinion on this matter.

e. **Fire and Building Inspections:** Attorneys Schmitz and Stalheim have continued discussions with fire and building inspection concerns with the Building Official, Fire Chief, and other City officials.

f. **Big 'M' Building and Tracks Development TIF Agreements:** Attorney Stalheim is working with contract counsel, the Finance Director, City Manager, and Tax Assessor to work through the City's options on these agreements.

g. **ALPR Committee Meeting:** Attorneys Stalheim and Wallace attended and discussed several constitutional questions with the committee.

h. **Minot Fire Department/Dispatch Graduation and Promotion Ceremony:** CAO staff attended this event on May 8.

i. **Minot Police Department Swearing-In/Promotion/Retirement Events:** CAO staff attended these events on May 18 and 27.

j. **City/County Library Committee:** Attorney Stalheim attended this meeting and prepared a memo for the Committee addressing some of the questions the committee sent to the City and County Attorneys.

k. **Airport Ground Lease and Hangar Development Agreement (Jade Aviation, LLC):** Attorney Stalheim reviewed this lease and agreement with Airport staff.

l. **SEH Contract (Ditch Stabilization):** Attorney Stalheim reviewed and discussed this matter w/ Airport staff.

m. **Utility Easement with Enbridge**: Attorney Stalheim worked with Contract Compliance and Airport staff to review and discuss this pending easement and attended a meeting with Enbridge to discuss the same.

n. **Airport Advertising Standard Agreement Template:** Attorney Stalheim reviewed and discussed this agreement with staff.

o. **EMT Student Practicum with Trinity Ambulance:** Attorney Stalheim reviewed and discussed this agreement with staff.

p. **Minot Police Department Remodel Master Service Agreement/Service Order:** Attorney Stalheim reviewed this agreement and provided redlines to staff.

q. **Assistant City Attorney Contract (Legislative Matters)**: Attorney Stalheim reviewed and discussed this agreement with staff.
r. **Routeware Contract**: Attorney Schmitz reviewed and provided comments related to a contract with Routeware, Inc.
s. **Genfare Contract**: Attorney Schmitz reviewed and provided comments related to a contract with Genfare, LLC.
t. **Façade Improvement FI-21**: Attorney Schmitz reviewed the Façade Improvement agreement.
u. **3rd Street Bridge Contract**: Attorney Schmitz reviewed and provided comments related to a contract with Collins Engineers, Inc. for work associated with the 3rd Street Bridge.
v. **Signal Painting Contract**: Attorney Schmitz reviewed and provided comments related to a contract with Bullfrog Ind for 2026 signal painting.
w. **Pending Matters Dashboard:** The City Attorney staff is working with City Contract Compliance Coordinator Laurie Nishek on developing a pending matters dashboard to help track and quantify their pending assignments from Departments, including contracts.
x. **Western Dakota Legal Assistants Conference:** Attorney Schmitz gave a presentation about Municipal Courts to the attendees at this conference. Legal assistant Rebekkah Hintz was a conference attendee.

2. **Ordinance/Policy Revisions:**

a. **Alcohol Ordinances:** Attorney Stalheim worked with Minot Police Department command to refine the draft ordinance for Council's consideration. Any questions regarding the proposed ordinance changes can be submitted to attorney@minotnd.gov or mikayla.mcwilliams@minotnd.gov.

b. **Camping Ordinance:** Attorney Schmitz has drafted a proposed ordinance regulating camping that is modeled after the ordinance recently drafted by City of Bismarck. Attorney Schmitz has circulated this ordinance to police department leadership for comment.

c. **City Contract Review Standard Operating Procedures:** Attorney Stalheim has drafted and has been circulating draft standard operating procedures for City use for contract reviews.

d. **Rules of Order Ordinance:** Attorney Stalheim finalized amendments to Sec. 2-31 for Council's consideration.

e. **Chapter 22 Nuisance Ordinance Update – Native Grass/Tall Weeds and Grasses**: Attorney Schmitz worked with the Utilities Director to make updates to this city ordinance related to tall weeds and grass abatements.

f. **Inspection Department/Building Safety Department Ordinance Update**: Attorney Schmitz worked with the Inspections Department to update the ordinance to reflect their name re-brand to the Building Safety Department.

3. **City Manager Committees:** Legal Assistant Rebekkah Hintz has been serving on the employee recognition committee.

4. **Assistant City Attorney Portfolios:** The City Attorney's Office created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. Current portfolio assignments are as follows:

a. **Stefanie Stalheim:** City Council, City Manager, Human Resources, Finance/NDR-CDBG, Assessors, Library and Airport; and

b. **Nick Schmitz:** The "Community Development Portfolio" - Airport, Engineering, Public Works, Community and Economic Development, and Planning Commission.

c. **TJ Wallace:** "The "Public Safety" Portfolio - Municipal Court, Fire Department, and Police Department.

The City Attorneys are maintaining weekly office hours at the Public Works, Fire, and Police Departments. The City Attorney also holds monthly one-on-one meetings with Department Heads, giving each department a dedicated hour to discuss legal questions with both the City Attorney and the attorney assigned to their portfolio. In addition, the City Attorney's Office continues to hold weekly staff meetings to keep the team updated on office matters and City activities.

5. **Intern:** The City Attorney's Staff will be hosting an intern for the summer. Jacob Darnell is presently a helicopter pilot with the United States Air Force and has plans to pursue a law degree this fall.

II. Criminal Matters

A. **Minot Municipal Court:** Assistant City Attorney Schmitz handled routine and daily matters in Minot Municipal Court for criminal prosecution (trials) and civil ordinance violations, as well as approval or initiation of criminal complaints for ordinance violations.

a. **Annual Case Totals:** Below are tables documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, 2024 2025. April 2026 totals were not available at the time of the publishing of this memo.

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

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

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459

2025	Criminal	Traffic	Total
January	72	166	238
February	90	193	283
March	79	234	313

April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
August	119	285	404
September	104	174	278
October	123	186	309
November	64	156	220
December	78	172	250
totals	1449	3098	4547

April	123	232	355
May	92	174	266
June	116	206	322
July	115	302	417
August	114	176	290
September	136	211	347
October	89	162	251
November	83	188	271
December	133	214	347
totals	1242	2458	3700

2026	**Criminal**	**Traffic**	**Total**
January	111	178	289
February	77	156	233
March	105	211	316
April	95	223	318
May			
June			
July			
August			
September			
October			
November			
December			
totals			

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

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

	2024	**2025**	**% change**
Criminal	1449	1242	-14.3%
Traffic	3098	2458	-20.7%
	4547	3700	-18.6%

b. **Municipal Case Total Analysis:** Municipal Court's caseload peaked in 2023 and then declined through 2024 and 2025, driven primarily by reductions in traffic filings. Criminal filings also decreased during this period but now make up a larger share of the docket, increasing from approximately 29% of total cases in 2022 to about 34% in

2025. Early 2026 data is tracking closely with 2025 levels, suggesting that the downward trend may be stabilizing. This reduction in overall case volume has allowed the City Attorney's Office to dedicate more time to proactive legal work, including contract review, policy development, and ordinance updates. It has also provided additional flexibility for Attorney Wallace, who recently passed the 90-day mark in his tenure, to become more fully acclimated to municipal practice and the City's legal operations.

B. **District Court:** Assistant City Attorneys Schmitz and Wallace have been attending and responding to the City's District Court transfer cases involving initial appearances, motion responses, motion hearings, status conferences, pretrial conferences, and order to show cause proceedings for criminal cases originating in the Minot Municipal Court and subsequently transferred to the Ward County District Court.

Respectfully Submitted,

X Stefanie Stalheim

On May 12, 2026, a Regular Planning Commission Meeting of the Minot Planning Commission was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Offerdahl called the meeting to order at 05:30 PM.

1. ROLL CALL

Members Present: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman

Members Absent: Robert Kibler, Bradly Wolff, Tanner Dockter

City Staff Present: Nick Schmitz, Emily Huettl, Brian Billingsley, Hannah Hornberger, Doug Diedrichsen, Dan Falconer, Jennifer Kleen, Alderman Hayes

2. PLEDGE OF ALLEGIANCE

3. INTRODUCTIONS AND DECORUM

3.1. INTRODUCTIONS AND DECORUM HANDOUT

4. PLANNING COMMISSION

4.1. APPROVE THE APRIL 14, 2026 REGULAR MEETING MINUTES

The motion to approve April 14, 2026 regular meeting minutes was initiated by Planning Commission Representative Baumann seconded by Ziegler and carried by the following roll call vote: ayes: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman; nays: None.

5. PUBLIC HEARING

5.1. CASE #2026-21 - ALMY THIRD ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT

Mr. Diedrichsen reviewed the staff report.
Chairman Offerdahl opened the public hearing to the public for testimony.
No one appeared to testify.
Chairman Offerdahl closed the public hearing.
The motion to approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Baumann seconded by Planning Commission Representative Amick and carried by the following roll call vote: ayes: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman; nays: None.

5.2. CASE #2026-24 - LOTS 1-4, BLOCK 1, URIJAH'S FOURTH ADDITION - PRELIMINARY PLAT

Mr. Diedrichsen reviewed the staff report.
The Commissioners and City Staff had a discussion.
Chairman Offerdahl opened the public hearing to the public for testimony.
No one appeared to testify.
Chairman Offerdahl closed the public hearing.
The motion to approve based on staff's recommendation and findings of fact was initiated by Ziegler seconded by Trudell and carried by the following roll call vote: ayes: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman; nays: None.

5.3. CASE #2026-27 - POST ONE PROPERTIES ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT

Mr. Diedrichsen reviewed the staff report.
The Commissioners and City Staff had a discussion.
Chairman Offerdahl opened the public hearing to the public for testimony.
No one appeared to testify.
Chairman Offerdahl closed the public hearing.
The motion to approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Amick seconded by Goodman and carried by the following roll call vote: ayes: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman; nays: None.

5.4. CASE #2026-29 - STONEBRIDGE FARMS 8TH ADDITION - PUD, ZONING MAP AMENDMENT, PRELIMINARY PLAT

Mr. Diedrichsen reviewed the staff report.
The Commissioners and City Staff had a discussion.
Chairman Offerdahl opened the public hearing to the public for testimony.
Mike Hayes, developer, spoke about the homes that are planned for this area.
Chairman Offerdahl closed the public hearing.
The motion to approve based on staff's recommendation and findings of fact was initiated by Planning Commission Representative Pontenila seconded by Trudell and carried by the following roll call vote: ayes: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman; nays: None.

6. PERSONAL APPEARANCES

6.1. PERSONAL APPEARANCES

No one appeared.

7. MISCELLANEOUS AND DISCUSSION ITEMS

There is a conflict with the June Planning Commission date due to the election.
We are recommending moving the meeting to Monday, June 8th or Wednesday, June 10th.

The motion to move the June Planning Commission Meeting to Monday, June 8th, 2026 at 5:30pm in Council Chambers was initiated by Planning Commission Representative Baumann seconded by Parker and carried by the following roll call vote: ayes: Tim Baumann, Dustin Offerdahl, Serena Pontenila, Darrik Trudell, Robert Amick, Kasper Ziegler, Roger Reich, Erin Parker, Melinda Goodman; nays: None.

8. ADJOURNMENT

With no further business, Chairman Offerdahl adjourned the meeting at 6:09 pm.

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: **PUBLIC HEARING: CASE #2026-21 - ALMY THIRD ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat as show in Attachment A and Zoning Map Amendment Ordinance as shown in Attachment B.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The property owner seeks to subdivide a residential lot from an agricultural lot and change the zoning on the additional residential lot to "RR" Rural Residential. The staff report is included in Attachment C.

B. Proposed Project

The legal description is Lot 1 Almy Addition and Lot 2 Almy Second Addition. The subject property address is 2815 27th St SE.

C. Recommendation Detail

It is recommended that City Council approve the Preliminary Plat as shown in Attachment A and the Zoning Map Amendment Ordinance as shown in Attachment B.

IV. IMPACT

A. Service/Delivery Impact:

Applicant wishes to subdivide a residential lot from an agricultural lot.

B. Fiscal Impact

N/A

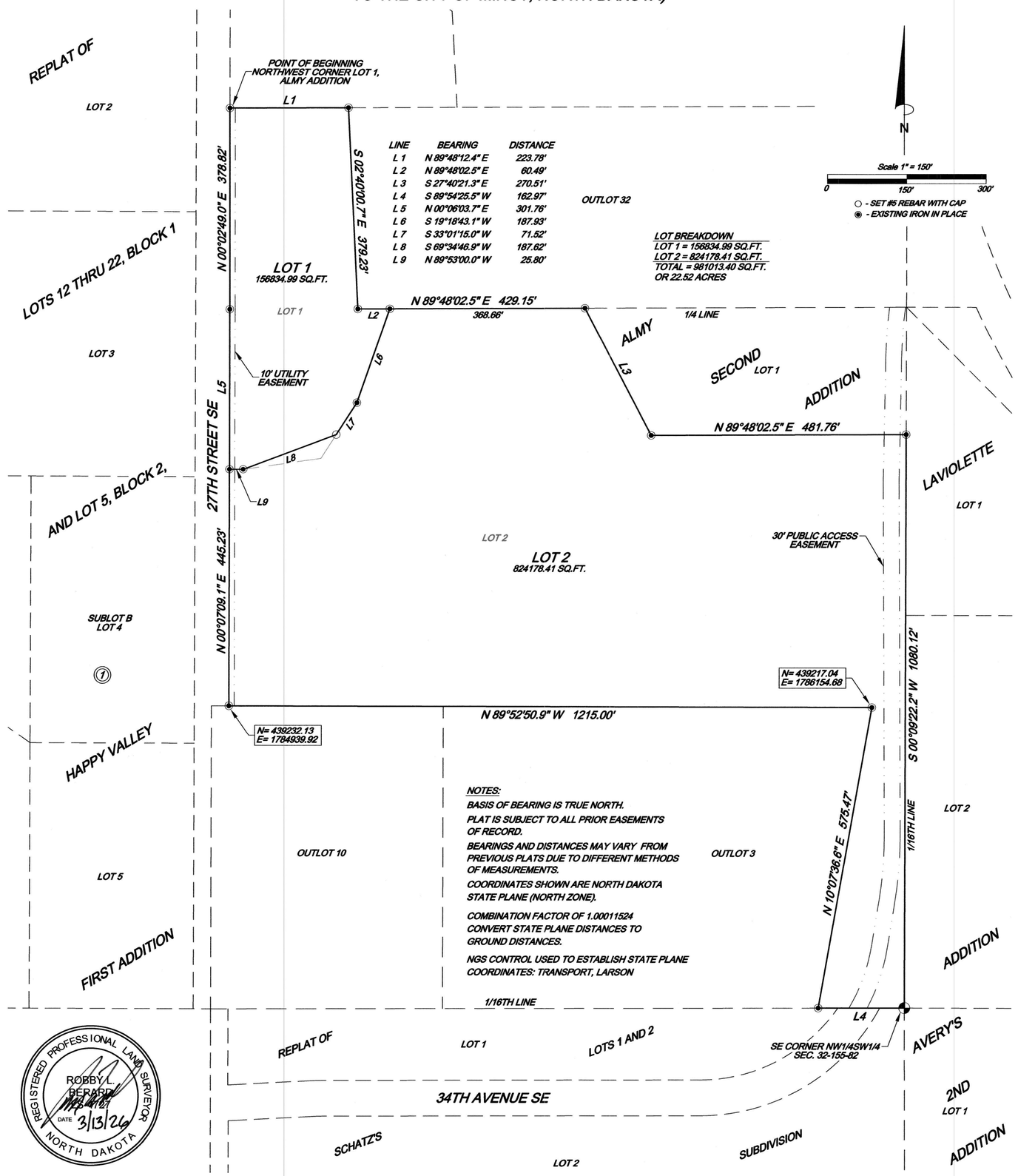
Project Costs
N/A

Project Funding
N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

ALMY THIRD ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 1, ALMY ADDITION AND LOT 2, ALMY SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT CORY A. ALMY AND TRACY L. ALMY, BEING OWNERS AND PROPRIETORS OF LOT 1, ALMY ADDITION AND LOT 2, ALMY SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1, ALMY ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 89°48'12.4" E, A DISTANCE OF 223.78 FEET; THENCE S 02°40'00.7" E, A DISTANCE OF 379.23 FEET TO THE NORTH BOUNDARY OF THE SW1/4 OF SECTION 32; THENCE N 89°48'02.5" E, ALONG THE NORTH BOUNDARY OF THE SW1/4 OF SECTION 32, A DISTANCE OF 429.15 FEET; THENCE S 27°40'21.3" E, A DISTANCE OF 270.51 FEET; THENCE N 89°48'02.5" E, A DISTANCE OF 481.76 FEET TO THE EAST BOUNDARY OF THE NW1/4SW1/4 OF SECTION 32; THENCE S 00°09'22.2" W, ALONG THE EAST BOUNDARY OF THE NW1/4SW1/4 OF SECTION 32, A DISTANCE OF 1080.12 FEET TO THE SOUTHEAST CORNER OF THE NW1/4SW1/4 OF SECTION 32; THENCE S 89°54'25.5" W, ALONG THE SOUTH BOUNDARY OF THE NW1/4SW1/4 OF SECTION 32, A DISTANCE OF 162.97 FEET; THENCE N 10°07'36.6" E, A DISTANCE OF 575.47 FEET; THENCE N 89°52'50.9" W, A DISTANCE OF 1215.00 FEET; THENCE N 00°07'09.1" E, A DISTANCE OF 445.23 FEET; THENCE N 00°06'03.7" E, A DISTANCE OF 301.76 FEET; THENCE N 00°02'49.0" E, A DISTANCE OF 378.82 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 22.52 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS ALMY THIRD ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

Cory A. Almy
CORY A. ALMY

Tracy Almy
TRACY L. ALMY

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF March, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED CORY A. ALMY AND TRACY L. ALMY, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
DATE 3/13/26
NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF March, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED: _____ DATE: _____
CITY OF MINOT ENGINEER

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

JOB #24-26

ORDINANCE NO. XXXX

AN ORDINANCE REZONING LOT 2 ALMY 3RD ADDITION TO THE CITY OF MINOT FROM "R1" SINGLE FAMILTY RESIDENTIAL DISTRICT TO "AG" AGRICULTURAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **"AG" Agricultural District:**

LOT 2 ALMY 3RD ADDITION TO THE CITY OF MINOT

Section 2. The **"AG" Agricultural 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, City Council President

City of Minot

Planning Commission
Staff Report

Application Date: 03/13/2026
Date of Staff Report: 04/23/2026
Planning Commission Meeting: 05/12/2026

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

Case Number: 2026-21

Project Name: Almy 3rd Addition – Prelim Plat, Zone Change

Current Legal Description: See Project Description

Proposed Legal Description: Lots 1 & 2 of Almy 3rd Addition to the City of Minot

Present Address: 2815 27th St. SE.

Representative: Ron Berard

Owner: Cory & Tracy Almy

Entitlements Requested: Preliminary Plat approval, Zoning Map Amendment from "RR" Rural Residential District to "AG" Agricultural District on Lot 2. Lot 1 will remain "RR" Rural Residential.

Present Zone(s): "RR" Rural Residential

Present Use(s): Agricultural 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): "RR" Rural Residential District lot 1, and "AG" Agricultural District on lot 2

Proposed Use(s): Single family home & agricultural use on Lot 1, Agriculture on lot 2

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 Cory & Tracy Almy, owners for a request of a zoning map amendment from “R1” Single Family Residential District to “AG” Agricultural District and a Preliminary Plat. The legal description for the property is Lot 1 Almy Addition and Lot 2 Almy Second Addition to the City of Minot, Ward County, North Dakota

The subject property address is 2815 27th St. SE.

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

BACKGROUND INFORMATION:

The property owner seeks to subdivide a residential lot from an agricultural lot and change the zoning on the additional residential lot to "RR" Rural Residential.

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 Almy 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 not applicable.

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 “AG” Agricultural District for the realignment of Lot 2. 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 "RR" Rural Residential 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 "AG" Agricultural 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. H 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 no comments were received.

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 – "RR" Rural Residential District and "AG" Agricultural 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 "AG" Agricultural District and "RR" Rural Residential.

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 "AG" Agricultural 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.

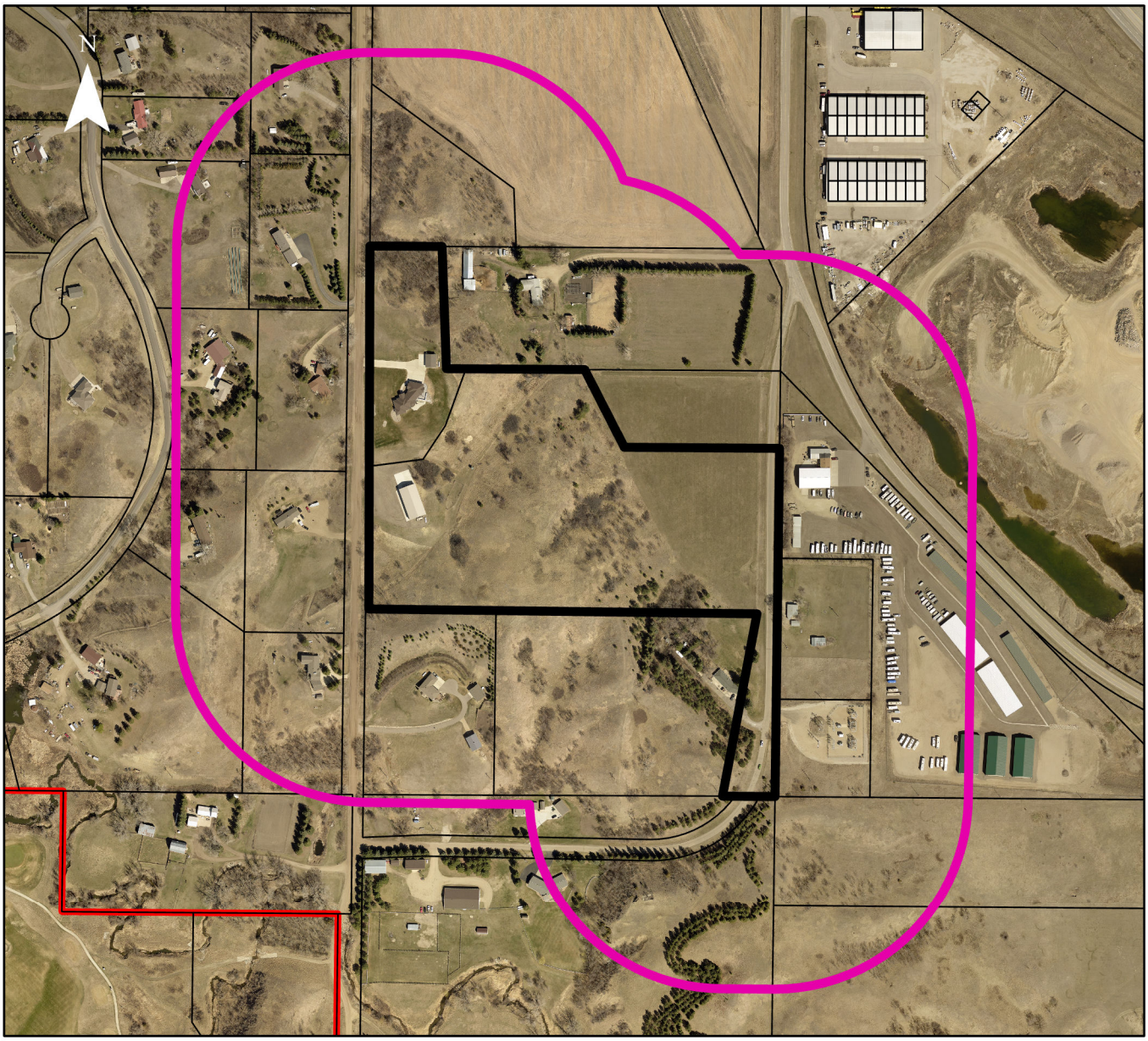
10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North 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 "RR" Rural Residential District to "AG" Agricultural District and Planning Commission recommend approval of the preliminary plat for Almy 3rd Addition without conditions.

City of Minot

EXHIBIT 1



Legend

- Case # 2026-21
- Case 2026-21 Notification Area
- City Limits
- Two Mile Boundary

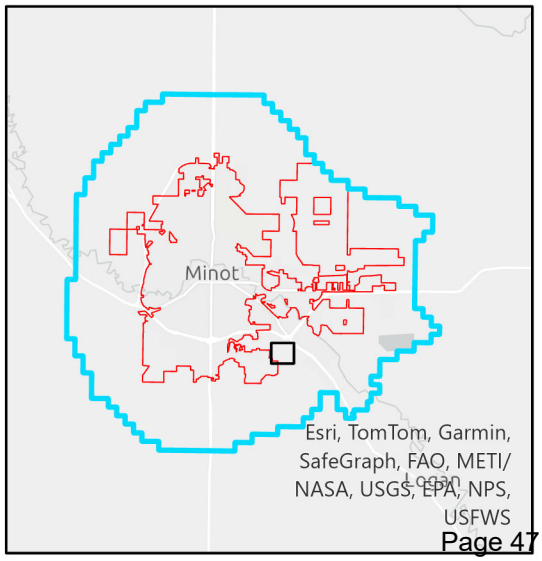
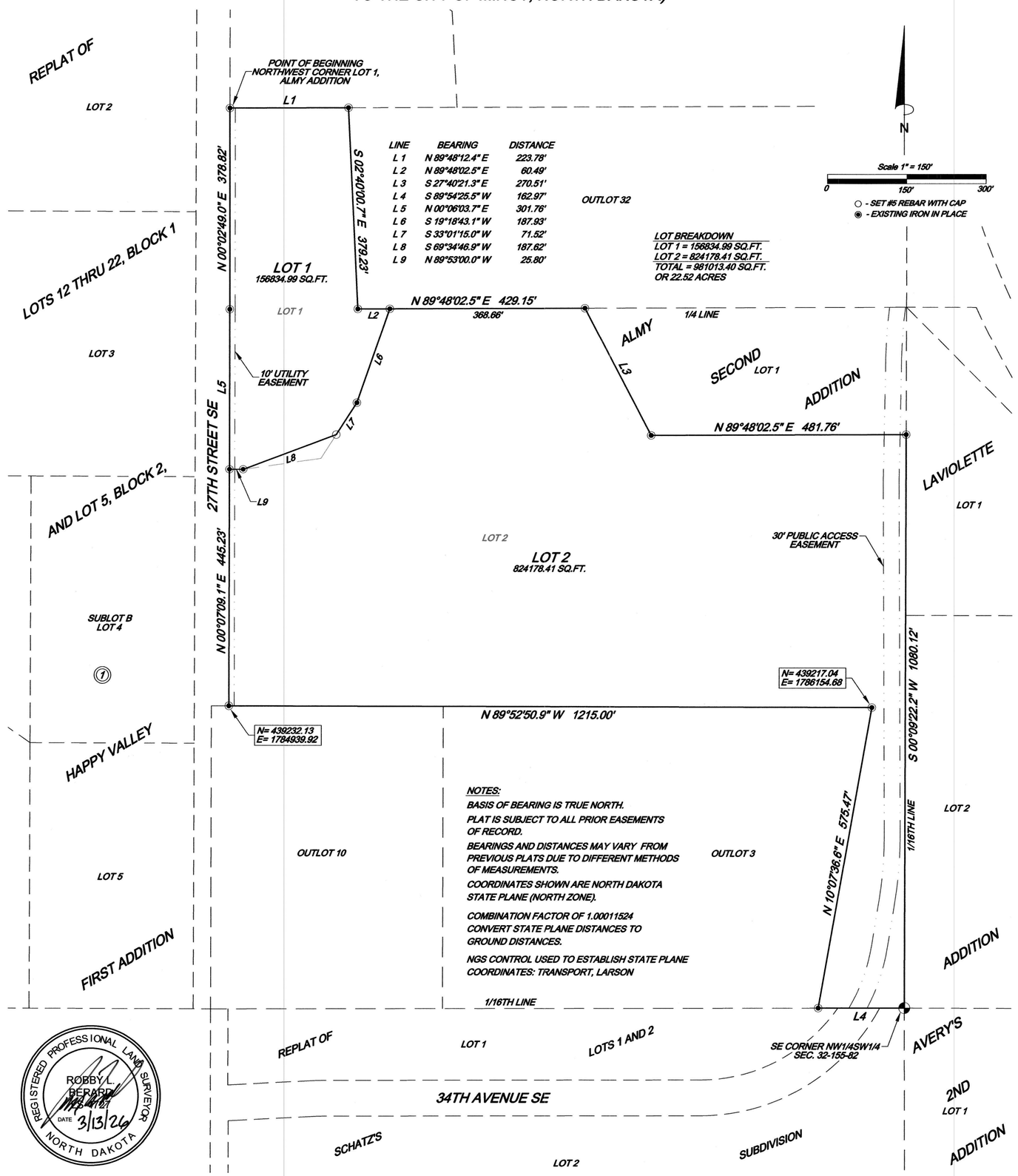


Exhibit 2

ALMY THIRD ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, ALMY ADDITION AND LOT 2, ALMY SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)



DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT CORY A. ALMY AND TRACY L. ALMY, BEING OWNERS AND PROPRIETORS OF LOT 1, ALMY ADDITION AND LOT 2, ALMY SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1, ALMY ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 89°48'12.4" E, A DISTANCE OF 223.78 FEET; THENCE S 02°40'00.7" E, A DISTANCE OF 379.23 FEET TO THE NORTH BOUNDARY OF THE SW1/4 OF SECTION 32; THENCE N 89°48'02.5" E, ALONG THE NORTH BOUNDARY OF THE SW1/4 OF SECTION 32, A DISTANCE OF 429.15 FEET; THENCE S 27°40'21.3" E, A DISTANCE OF 270.51 FEET; THENCE N 89°48'02.5" E, A DISTANCE OF 481.76 FEET TO THE EAST BOUNDARY OF THE NW1/4SW1/4 OF SECTION 32; THENCE S 00°09'22.2" W, ALONG THE EAST BOUNDARY OF THE NW1/4SW1/4 OF SECTION 32, A DISTANCE OF 1080.12 FEET TO THE SOUTHEAST CORNER OF THE NW1/4SW1/4 OF SECTION 32; THENCE S 89°54'25.5" W, ALONG THE SOUTH BOUNDARY OF THE NW1/4SW1/4 OF SECTION 32, A DISTANCE OF 162.97 FEET; THENCE N 10°07'36.6" E, A DISTANCE OF 575.47 FEET; THENCE N 89°52'50.9" W, A DISTANCE OF 1215.00 FEET; THENCE N 00°07'09.1" E, A DISTANCE OF 445.23 FEET; THENCE N 00°06'03.7" E, A DISTANCE OF 301.76 FEET; THENCE N 00°02'49.0" E, A DISTANCE OF 378.82 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 22.52 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS ALMY THIRD ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

Cory A. Almy
CORY A. ALMY

Tracy Almy
TRACY L. ALMY

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF March, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED CORY A. ALMY AND TRACY L. ALMY, WELL KNOWN TO ME TO BE THE PERSONS DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727

REGISTERED PROFESSIONAL LAND SURVEYOR ROBBY L. BERARD DATE 3/13/26 NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 13th DAY OF March, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

APPROVED: _____ DATE: _____

CITY OF MINOT ENGINEER

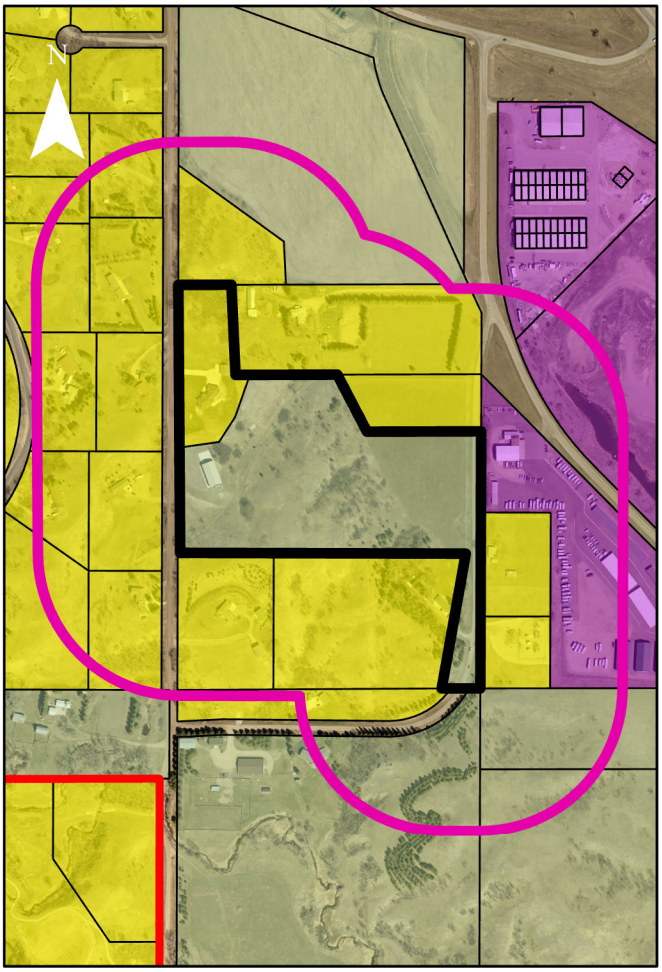
ACKERMAN SURVEYING & ASSOCIATES, INC., MINOT, NORTH DAKOTA

JOB #24-26

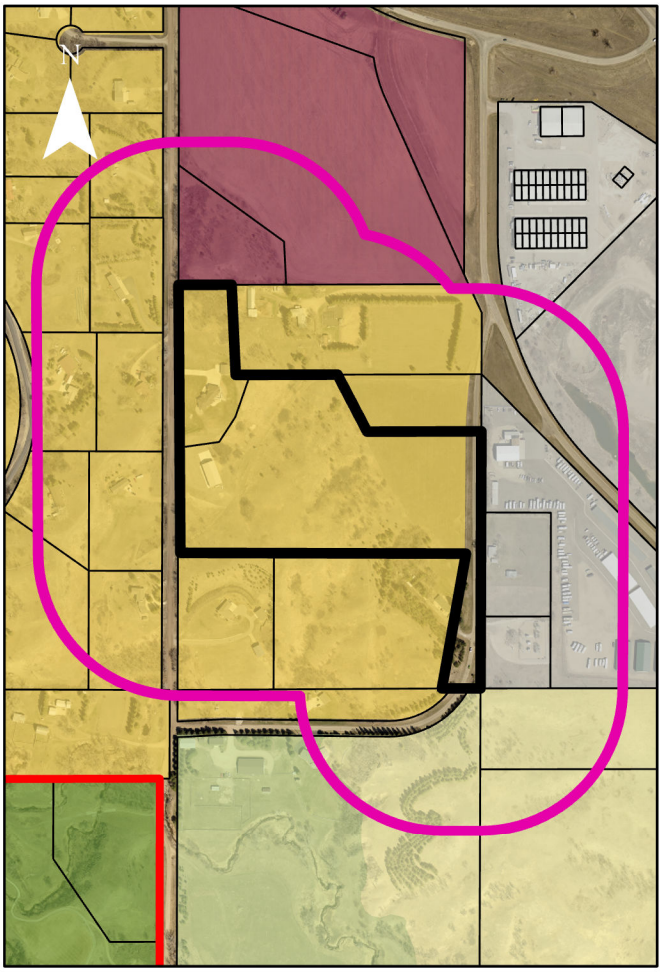
City of Minot

Exhibit 3

ZONING



FUTURE LAND USE



0 380 760 1,520 Feet

Zoning

- AG
- M1
- R1

Both Maps

- Case # 2026-21
- Case 2026-21 Notification Area

Land Use Type

- Agricultural and Open Space
- Rural Residential
- Suburban Residential
- General Commercial
- Light Industrial
- Parks and Recreation

Exhibit 4 – Site Photos






04/25/2025
© All EagleView Technology Corporation

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: **PUBLIC HEARING: CASE #2026-24 - LOTS 1-4, BLOCK 1, URIJAH'S FOURTH ADDITION - PRELIMINARY PLAT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat 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

The property owner seeks to subdivide two lot into four lots. The proposed subdivision will create four lots from two previously platted subdivision lots. The staff report is included in Attachment B.

B. Proposed Project

The legal description of the property is Lot 2, Block 1, Urijah's Second Addition and Lot 2 Urijah's 3rd Addition. The subject property address is 3820 & 3850 38th St SE.

C. Recommendation Detail

It is recommended that City Council approve the Preliminary Plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

The applicant wishes to divide 2 lots into 4 lots.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

URIJAH'S FOURTH ADDITION

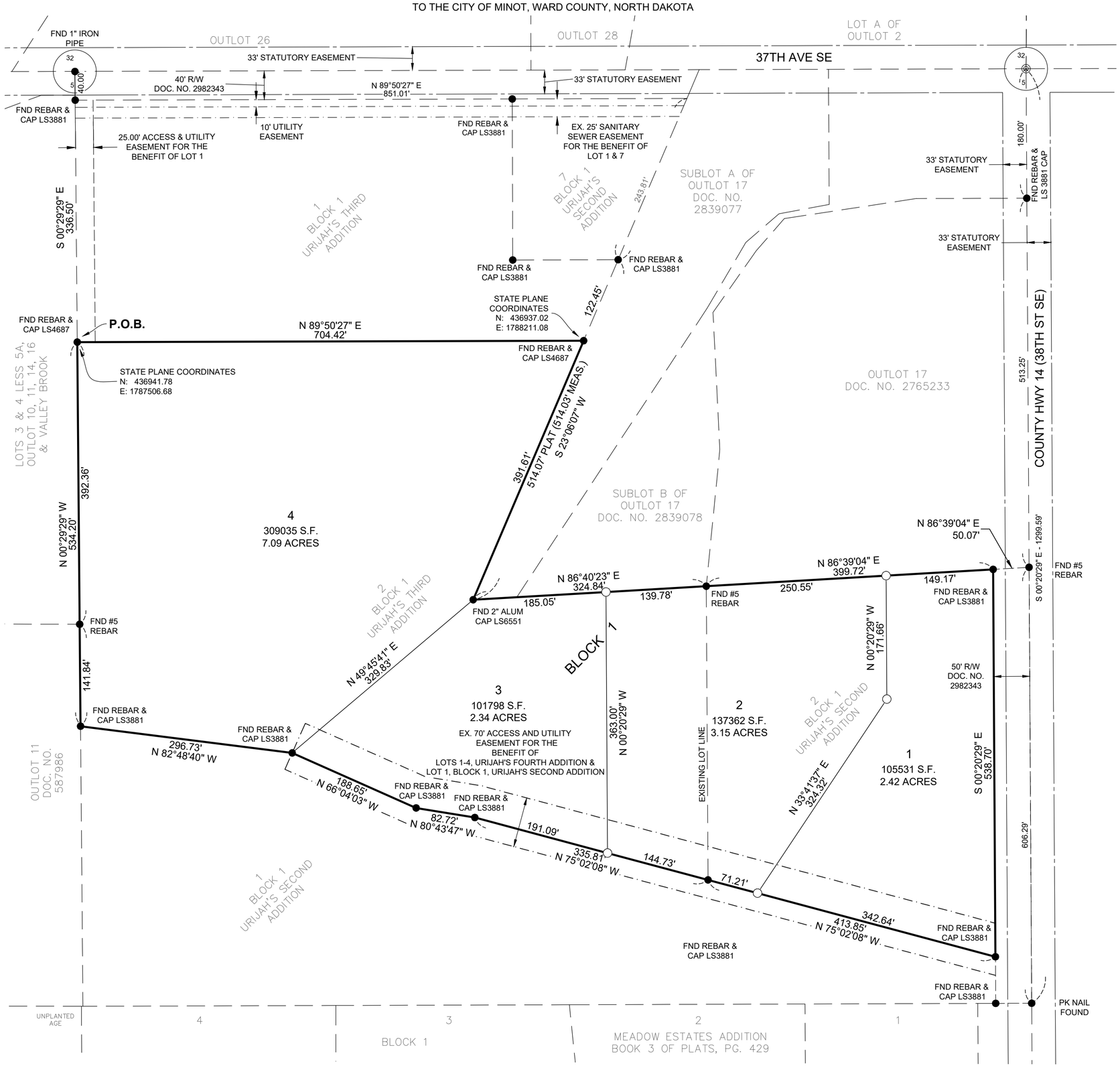
A REPLAT OF LOT 2, BLOCK 1, OF URIJAH'S SECOND ADDITION AND LOT 2, BLOCK 1, OF URIJAH'S THIRD ADDITION
IN GOVERNMENT LOT 2 IN SECTION 5, TOWNSHIP 154 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA

ENGINEER/SURVEYOR
KLJ
677 27TH AVE E
DICKINSON, ND 58601

OWNER
BK PROPERTIES
300 3RD AVE SW #C
MINOT, ND 58701

FEMA FLOOD INFORMATION

PLAT AREA IS CLASSIFIED ZONE X PER FIRM COMMUNITY PANEL NO. 38101C0803D. FIRM EFFECTIVE DATE IS JANUARY 19, 2000. ZONE X IS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.



PLAT LEGEND

- CORNER (TO BE SET) LS 4687
- FOUND IRON MONUMENT AS DESCRIBED
- EXISTING ADJACENT PROPERTY LINE
- EASEMENT LINE
- VACATED PROPERTY LINE
- PLAT BOUNDARY
- LOT BOUNDARY
- (514.03') MEASURED DISTANCE
- 514.07' PLAT DISTANCE

N
W E
S

50 0 50 100
SCALE 1" = 100' FEET

DATE: MARCH 2026
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE COORDINATES (NORTH ZONE).
UNITS ARE US SURVEY FEET.
DISTANCES SHOWN ARE GROUND DISTANCES

KLJ

1 OF 2

URIJAH'S FOURTH ADDITION

Mar 06, 2026 - 2:24pm - K:\Projects\Developer\BKProperties\2616-10134_Urijah_2nd-3rd_Addition\CAD\2616-10134_Urijah's4thAddition.dwg

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IN GOVERNMENT LOT 2 IN SECTION 5, TOWNSHIP 154 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT BK PROPERTIES LLC, BEING THE OWNER AND PROPRIETOR OF LOT 2 OF BLOCK 1, OF URIJAH'S SECOND ADDITION AND LOT 2 OF BLOCK 1 OF URIJAH'S THIRD ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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N 75°02'08" W, A DISTANCE OF 335.81 FEET;

N 80°43'47" W, A DISTANCE OF 82.72 FEET;

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HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, TO BE KNOWN AS **"URIJAH'S FOURTH ADDITION"** TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE STREET RIGHTS-OF-WAY AND EASEMENTS, ALLEYS, PARKS OR OTHER OPEN SPACES AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, UNLESS OTHER BENEFIT OR USE IS PROVIDED ON THE PLAT, IN WITNESS WHEREOF THE OWNER HEREUNTO AFFIXED HIS SIGNATURE.

_____
KEN HERSLIP - OWNER - BK PROPERTIES, LLC

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

BE IT KNOWN THAT ON THIS _____ DAY OF _____, 2026, BEFORE ME PERSONALLY APPEARED KEN HERSLIP, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, CARL OLSON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT I HAVE SURVEYED AN PLATTED THE FOREGOING TRACT OF LAND, THAT LOTS, DIMENSIONS, AREAS, MONUMENTS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
CARL OLSON
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4687

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

BE IT KNOWN THAT ON THIS _____ DAY OF _____, 2026, BEFORE ME PERSONALLY APPEARED CARL OLSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

_____
NOTARY PUBLIC

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HEREON DEPICTED HAS BEEN APPROVED BY THE MINOT PLANNING COMMISSION AND THE MINOT CITY COUNCIL.

_____
MINOT CITY ENGINEER

URIJAH'S FOURTH ADDITION

Mar 06, 2026 - 2:24pm - K:\Projects\Developer\BKProperties\2616-10134_Urijah_2nd-3rd_Addition\CAD\2616-10134_Urijah's4thAddition.dwg

City of Minot

Planning Commission
Staff Report

Application Date: 03/11/2026
Date of Staff Report: 04/24/2026
Date of Planning Commission Meeting: 05/12/2026

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

Case Number: 2026-24

Project Name: Urijah's Fourth Addition – Preliminary Plat
Current Legal Description: See the project description below.

Proposed Legal Description: Lots 1, 2, 3 & 4 of Urijah's Fourth Addition to the City of Minot

Present Address: See the project description below.

Owners: BK Properties LLC

Representative: Curtis Freeman

Entitlements Requested: Major Subdivision Preliminary Plat

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

Present Use(s): Single Family home and vacant land
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: Rural Residential

Proposed Zone(s): No Change

Proposed Use(s): Single Family homes

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 Curtis Freeman, KLJ Engineering, representing BK Properties LLC., owner for a request of a preliminary plat. The legal description for the property is Lot 2, Block 1, Urijah's Second Addition and Lot 2 Urijah's 3rd Addition to the City of Minot, Ward County, North Dakota

The subject property address is 3820 & 3850 38th St. SE

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

BACKGROUND INFORMATION:

The property owner seeks to subdivide two lot into four lots. The proposed subdivision will create four lots from two previously platted subdivision lots.

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 four 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 Urijah's Fourth 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 not applicable.

Sections 10.3-14 relates to sidewalks are not applicable.

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 rural home development with well and septic.

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 no comments were received.

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 "Rural 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 – "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.

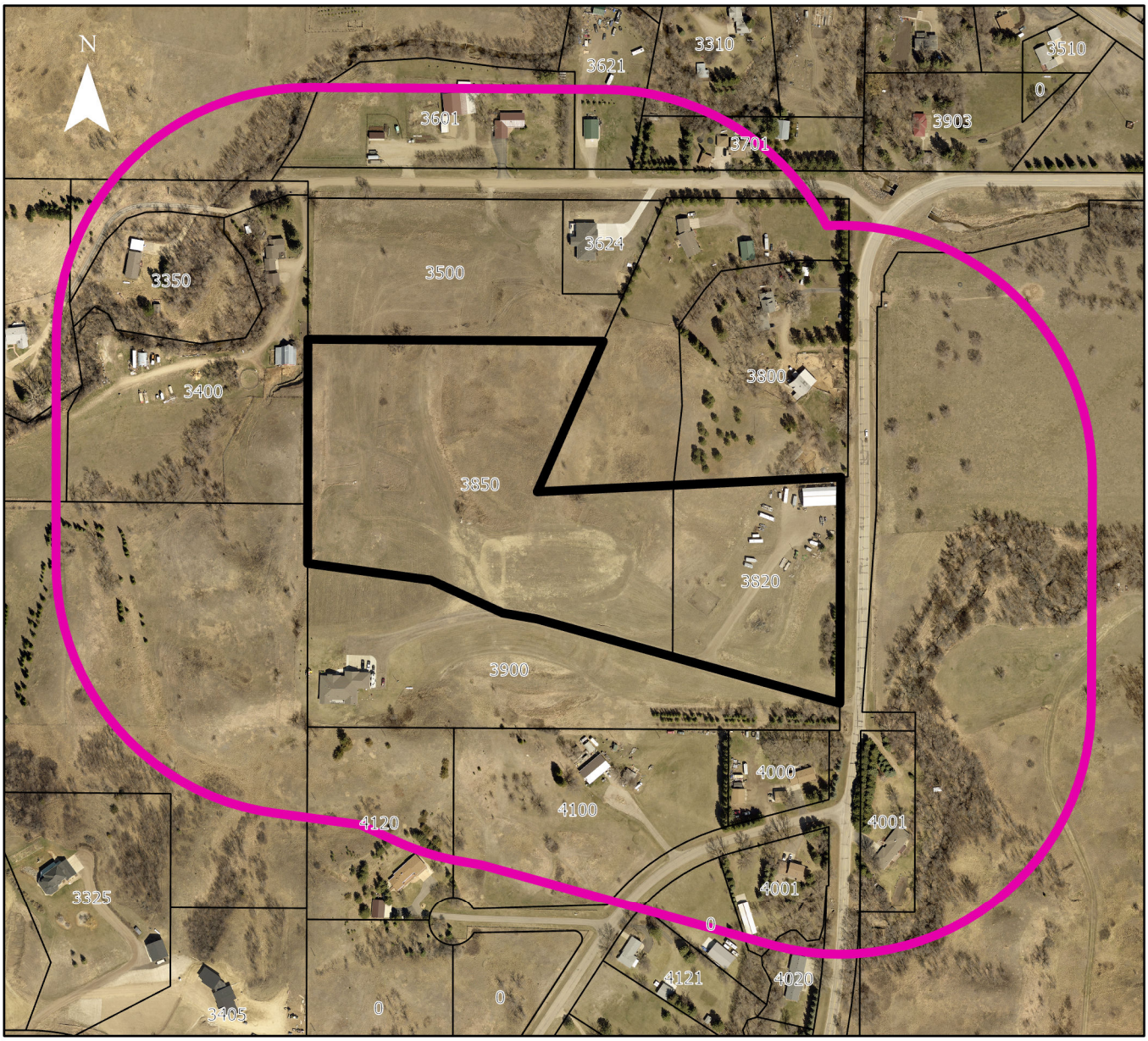
5) The Minot Planning Commission has the authority to recommend approval, with or without conditions, or recommend denial of the Major Subdivision Preliminary Plat. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements 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 Urijah's Fourth Addition without conditions.

City of Minot

EXHIBIT 1



0 265 530 1,060 Feet

Legend

- Case # 2026-24
- Case 2026-24 Notification Area
- City Limits
- Two Mile Boundary

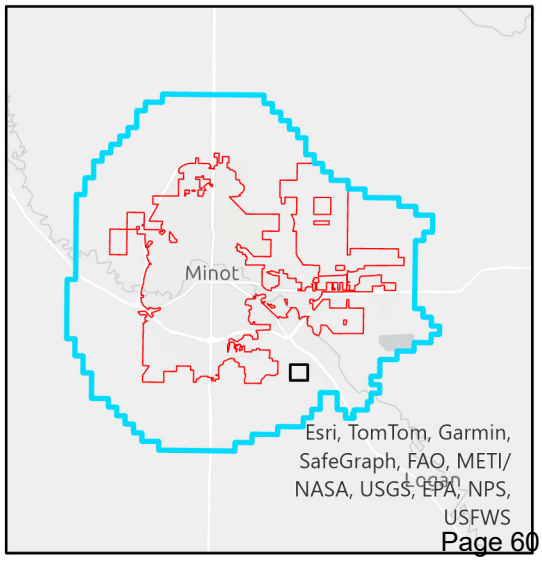
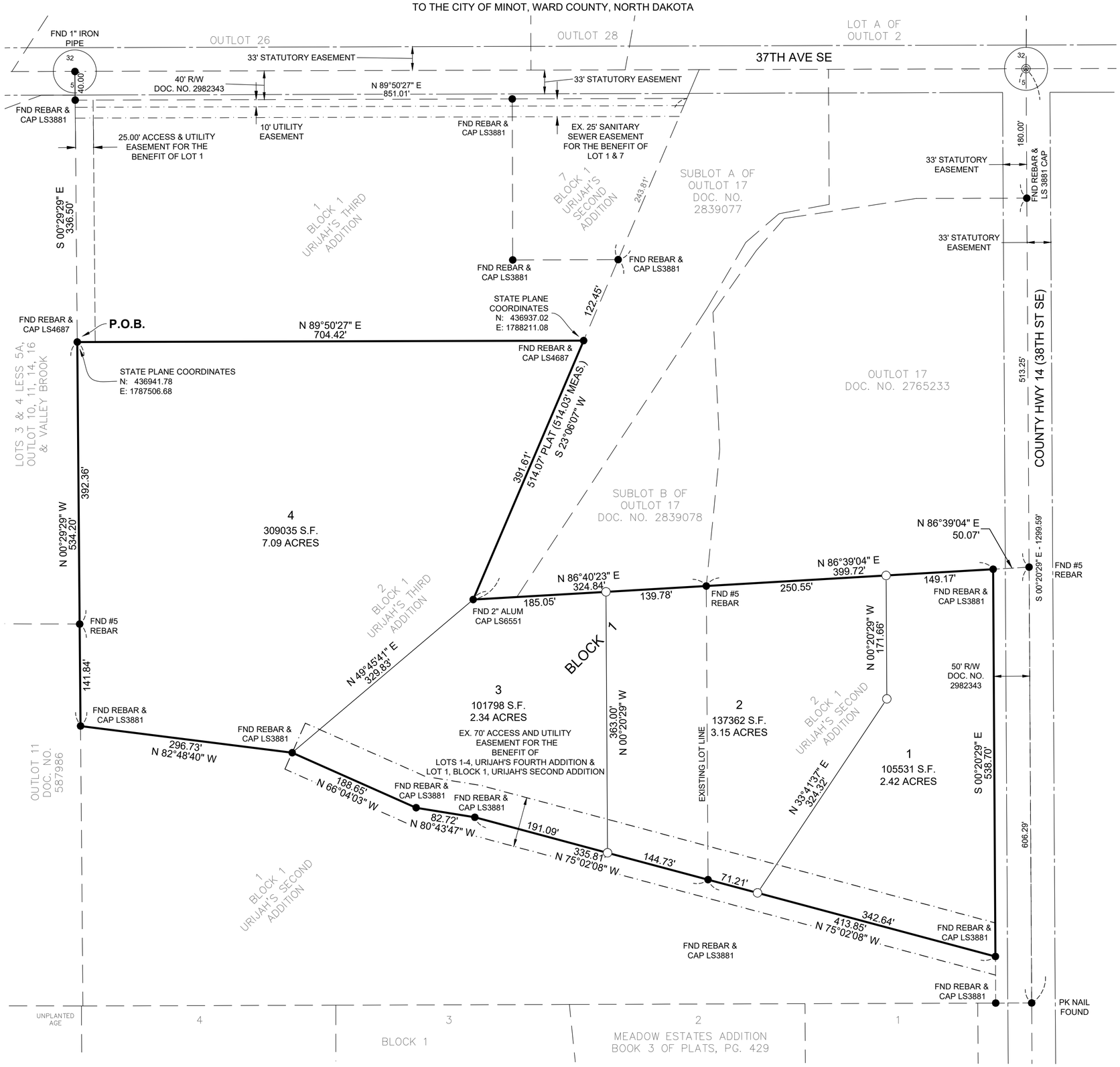


Exhibit 2

URIJAH'S FOURTH ADDITION

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IN GOVERNMENT LOT 2 IN SECTION 5, TOWNSHIP 154 NORTH, RANGE 82 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
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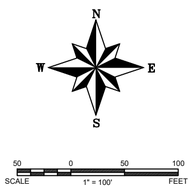
OWNER
BK PROPERTIES
300 3RD AVE SW #C
MINOT, ND 58701

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PLAT LEGEND

- CORNER (TO BE SET) LS 4687
- FOUND IRON MONUMENT AS DESCRIBED
- EXISTING ADJACENT PROPERTY LINE
- EASEMENT LINE
- VACATED PROPERTY LINE
- PLAT BOUNDARY
- LOT BOUNDARY
- (514.03') MEASURED DISTANCE
- 514.07' PLAT DISTANCE



DATE: MARCH 2026
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE COORDINATES (NORTH ZONE).
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URIJAH'S FOURTH ADDITION

1 OF 2

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_____
KEN HERSLIP - OWNER - BK PROPERTIES, LLC

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

BE IT KNOWN THAT ON THIS _____ DAY OF _____, 2026, BEFORE ME PERSONALLY APPEARED KEN HERSLIP, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

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_____
CARL OLSON
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. 4687

STATE OF NORTH DAKOTA)
)SS
COUNTY OF _____)

BE IT KNOWN THAT ON THIS _____ DAY OF _____, 2026, BEFORE ME PERSONALLY APPEARED CARL OLSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

_____
NOTARY PUBLIC

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HEREON DEPICTED HAS BEEN APPROVED BY THE MINOT PLANNING COMMISSION AND THE MINOT CITY COUNCIL.

_____
MINOT CITY ENGINEER

URIJAH'S FOURTH ADDITION

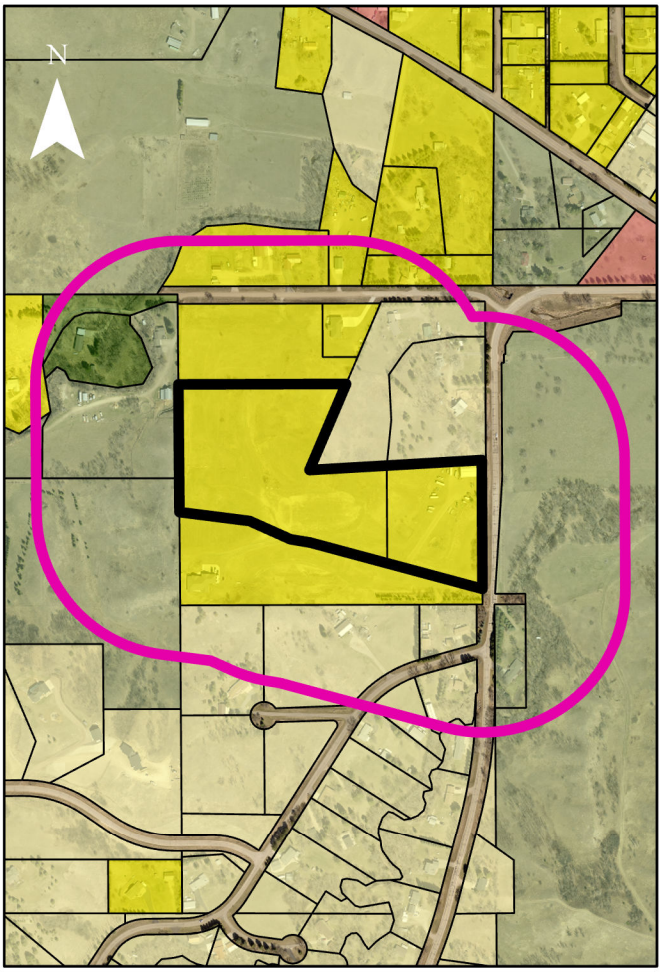
KLJ

Mar 06, 2026 - 2:24pm - K:\Projects\Developer\BKProperties\2616-10134_Urijah_2nd-3rd_Addition\CAD\2616-10134_Urijah's4thAddition.dwg

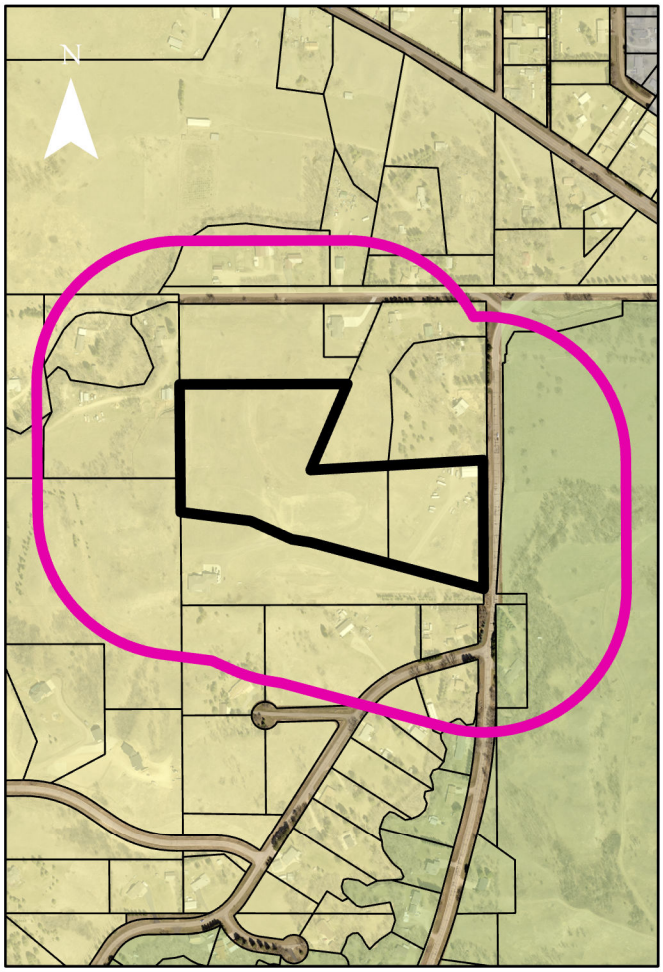
City of Minot

Exhibit 3

ZONING



FUTURE LAND USE



0 375 750 1,500 Feet

Zoning

- AG
- C2
- MH
- R1
- RR

Both Maps

- Case # 2026-24
- Case 2026-24 Notification Area

Land Use Type

- Agricultural and Open Space
- Rural Residential
- Light Industrial

Exhibit 4 – Site Photos






50TH ST SE
50TH ST SE
50TH ST SE
170TH AVE SE
04/25/2025
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TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: **PUBLIC HEARING: CASE #2026-27 - POST ONE PROPERTIES ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the Preliminary Plat as shown in Attachment A and the Zoning Map Amendment Ordinance as shown in Attachment B.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The property owner seeks to subdivide and realign commercial and industrial lots and change the zoning on the additional area added to the lot 2 to “C2” General Commercial District. The staff report is included in Attachment C.

B. Proposed Project

The legal description for the property is A Portion of SW 1/4 NE 1/4 SE 1/4 NW 1/4 NE 1/4 SW 1/4 NW 1/4 SE Less HWY Right-of-Way Section 32, Township 155, Range 82, Outlot B of NE1/4 SE 1/4 Section 32, Township155, Range 82 and Lots A & B of Outlot 23 Section 32, Township 155, Range 82, Ward County, North Dakota. The subject property address is 3100 HWY 52 S.

C. Recommendation Detail

It is recommended that City Council approve the Preliminary Plat as shown in Attachment A and the Zoning Map Amendment Ordinance as shown in Attachment B.

IV. IMPACT

A. Service/Delivery Impact:

Applicant wishes to subdivide and realign commercial and industrial lots and rezone.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

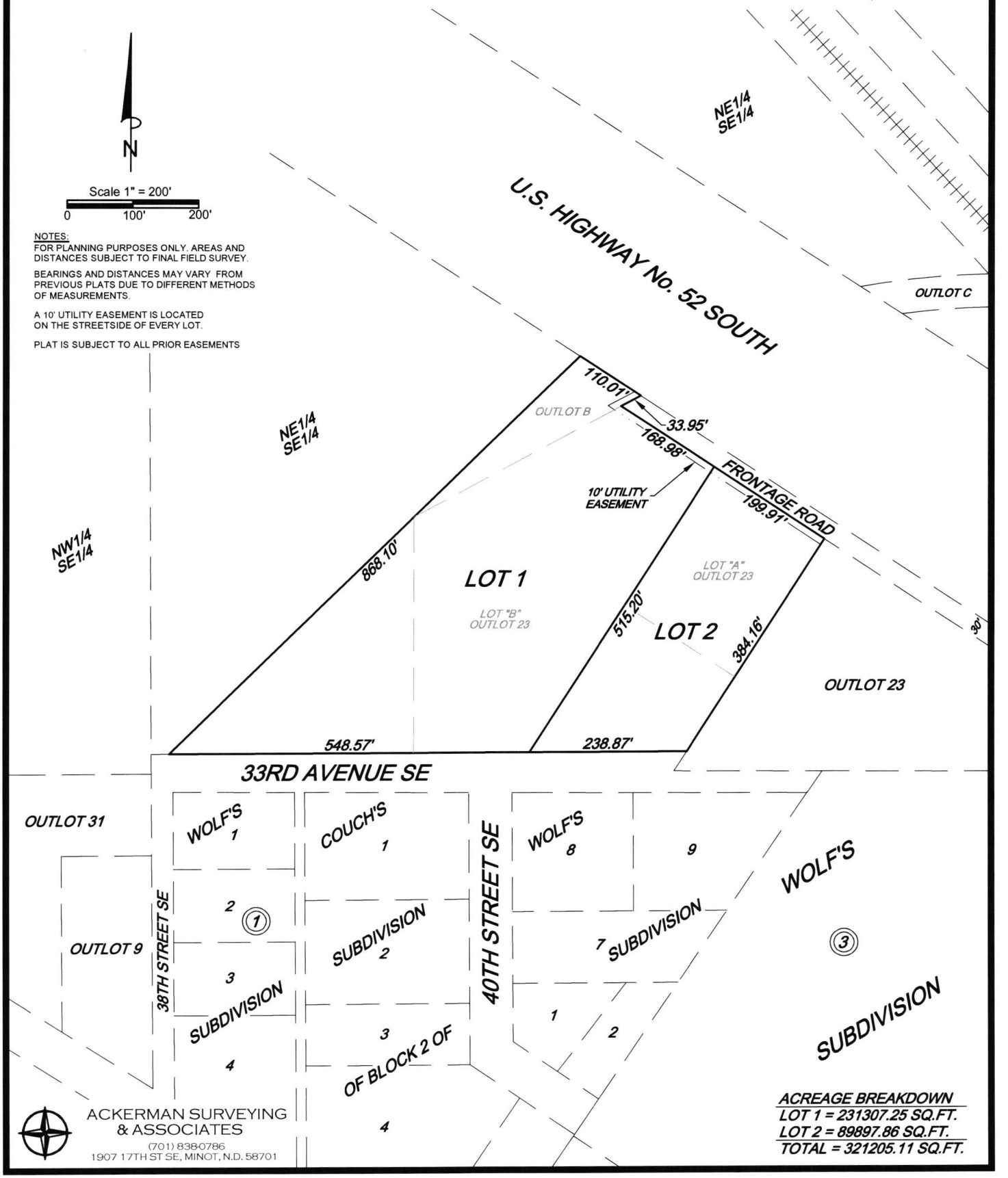
City Council may deny or approve with conditons.

PRELIMINARY PLAT OF

POST ONE PROPERTIES ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOTS A & B OF OUTLOT 23, OUTLOT B AND AN UNPLATTED PORTION OF THE NE1/4SE1/4 SECTION 32, TOWNSHIP 155 NORTH, RANGE 82 WEST, WARD COUNTY, NORTH DAKOTA)



ORDINANCE NO. XXXX

AN ORDINANCE REZONING LOT 2 POST ONE PROPERTIEES ADDITION TO THE CITY OF MINOT FROM "M1" LIGHT INDUSTRIAL DISTRICT TO "C2" GENERAL COMMERCIAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **"C2" General Commercial District:**

LOT 2 POST ONE PROPERTIEES ADDITION TO THE CITY OF MINOT

Section 2. The **"C2" General Commercial 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, City Council President

City of Minot

Planning Commission
Staff Report

Application Date: 03/30/2026
Date of Staff Report: 04/23/2026
Planning Commission Meeting: 05/12/2026

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

Case Number: 2026-27

Project Name: Post One Properties Addition – Prelim Plat, Zone Change

Current Legal Description: See Project Description

Proposed Legal Description: Lots 1 & 2 of Post One Properties Addition to the City of Minot

Present Address: 3100 & 3050 HWY 52 S.

Representative: Ron Berard, Ackerman Surveying

Owner: Post One Properties, LLC.

Entitlements Requested: Preliminary Plat approval, Zoning Map Amendment from "M1" Light Industrial District to "C2" General Commercial District on Lot 2. Lot 1 will remain "M1" Light Industrial.

Present Zone(s): "M1" Light Industrial District & "C2" General Commercial

Present Use(s): Commercial and Industrial buildings

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: Light Industrial

Proposed Zone(s): "M1" Light Industrial District & "C2" General Commercial

Proposed Use(s): Commercial and Industrial buildings

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 Rob Berard, Ackerman Surveying, representing Post One Properties LLC., owners for a request of a zoning map amendment from "M1" Light Industrial District to "C2" General Commercial District and a Preliminary Plat. The legal description for the property is A Portion of SW 1/4 NE 1/4 SE 1/4 NW 1/4 NE 1/4 SW 1/4 NW 1/4 SE Less HWY Right-of-Way Section 32, Township 155, Range 82, Outlot B of NE1/4 SE 1/4 Section 32, Township155, Range 82 and Lots A & B of Outlot 23 Section 32, Township 155, Range 82, Ward County, North Dakota

The subject property address is 3100 HWY 52 S.

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

BACKGROUND INFORMATION:

The property owner seeks to subdivide and realign commercial and industrial lots and change the zoning on the additional area added to the lot 2 to "C2" General Commercial 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 Post One Properties 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 not applicable.

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 Light Industrial, which aligns with the proposed zone change for “C2” General Commercial as this is a realignment of Lot 2 that expands its existing zoning classification. 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 to expand existing uses that are permitted under their current zoning district. 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 expand the "C2" General Commercial District will diminish the condition or value of property within the vicinity. The adjacent properties have primarily been developed with single family homes or industrial uses meaning that commercial development acts as a step-down buffer between the more intense industrial uses and residential development. 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 light industrial in the City of Minot 2040 Comprehensive Plan. Therefore, Section 9.1-7. H 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 no comments were received.

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 – "M1" Light Industrial District & "C2" General Commercial 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 "M1" Light Industrial District & "C2" General Commercial.

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

6) Section 9.1-7 H. 1. is satisfied, as the FLU map denotes this area as Light Industrial and the proposal is to zone the property as “M1” Light Industrial District & “C2” General Commercial 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.

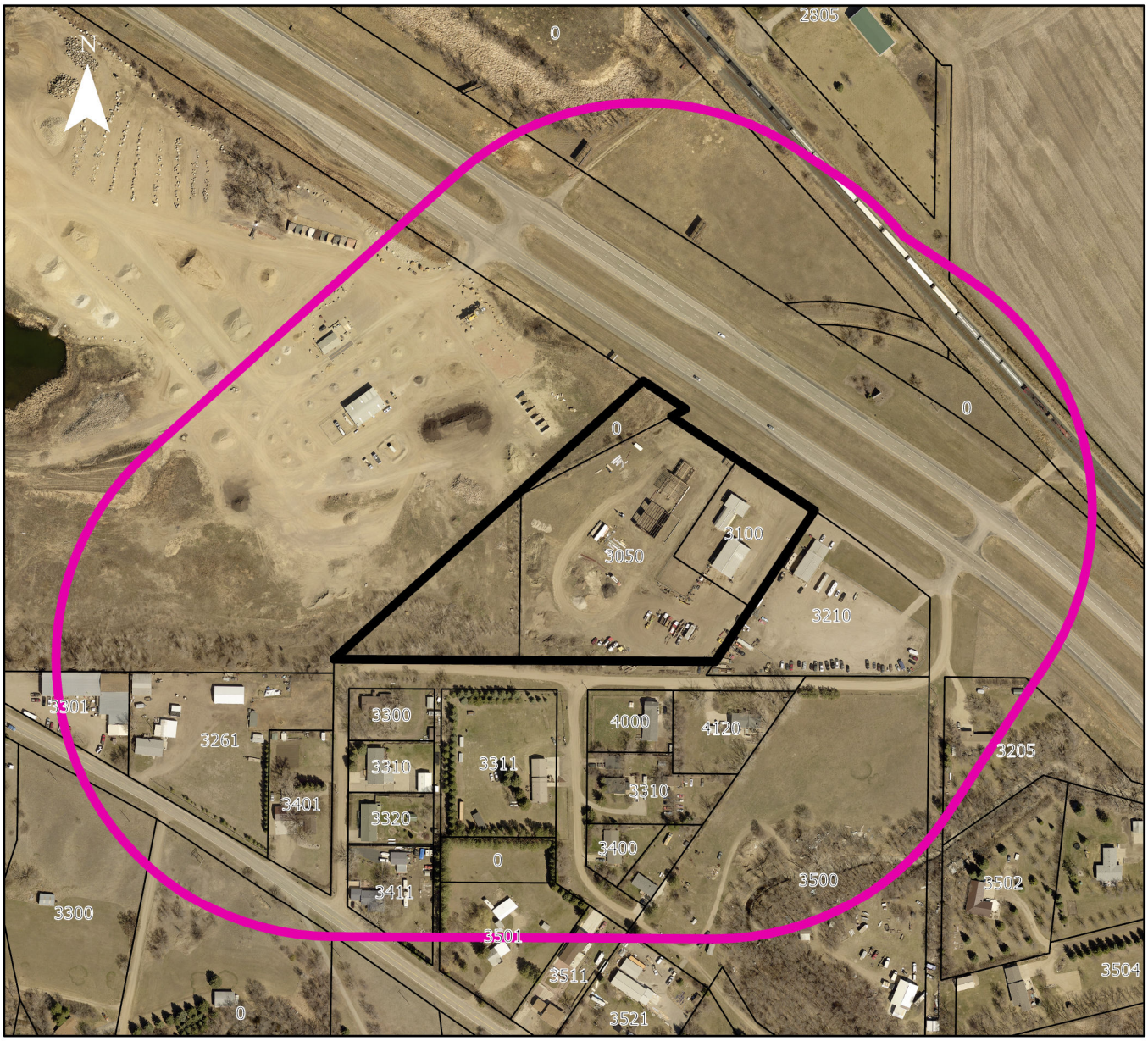
10) The Minot Planning Commission has the authority to hear this case and provide a recommendation to City Council whether it be approved or denied. The public notice requirements were met, the hearing was legally noticed and posted, and the hearing was held and conducted under the requirements of North 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 “M1” Light Industrial District to “C2” General Commercial and Planning Commission recommend approval of the preliminary plat for Post One Properties Addition without conditions.

City of Minot

EXHIBIT 1



Legend

- Case # 2026-27
- Case 2026-27 Notification Area
- City Limits
- Two Mile Boundary

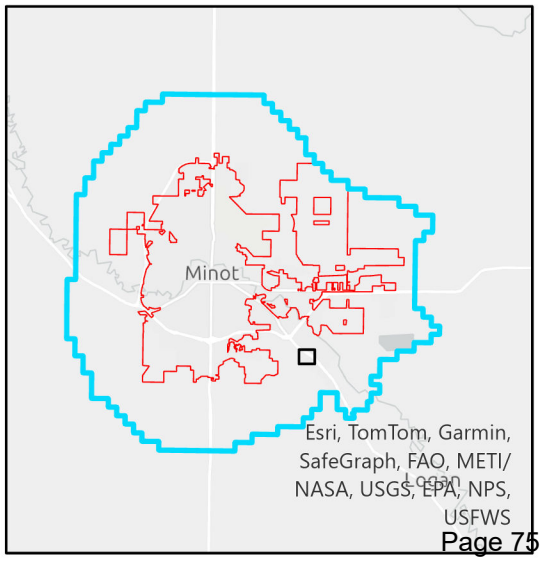
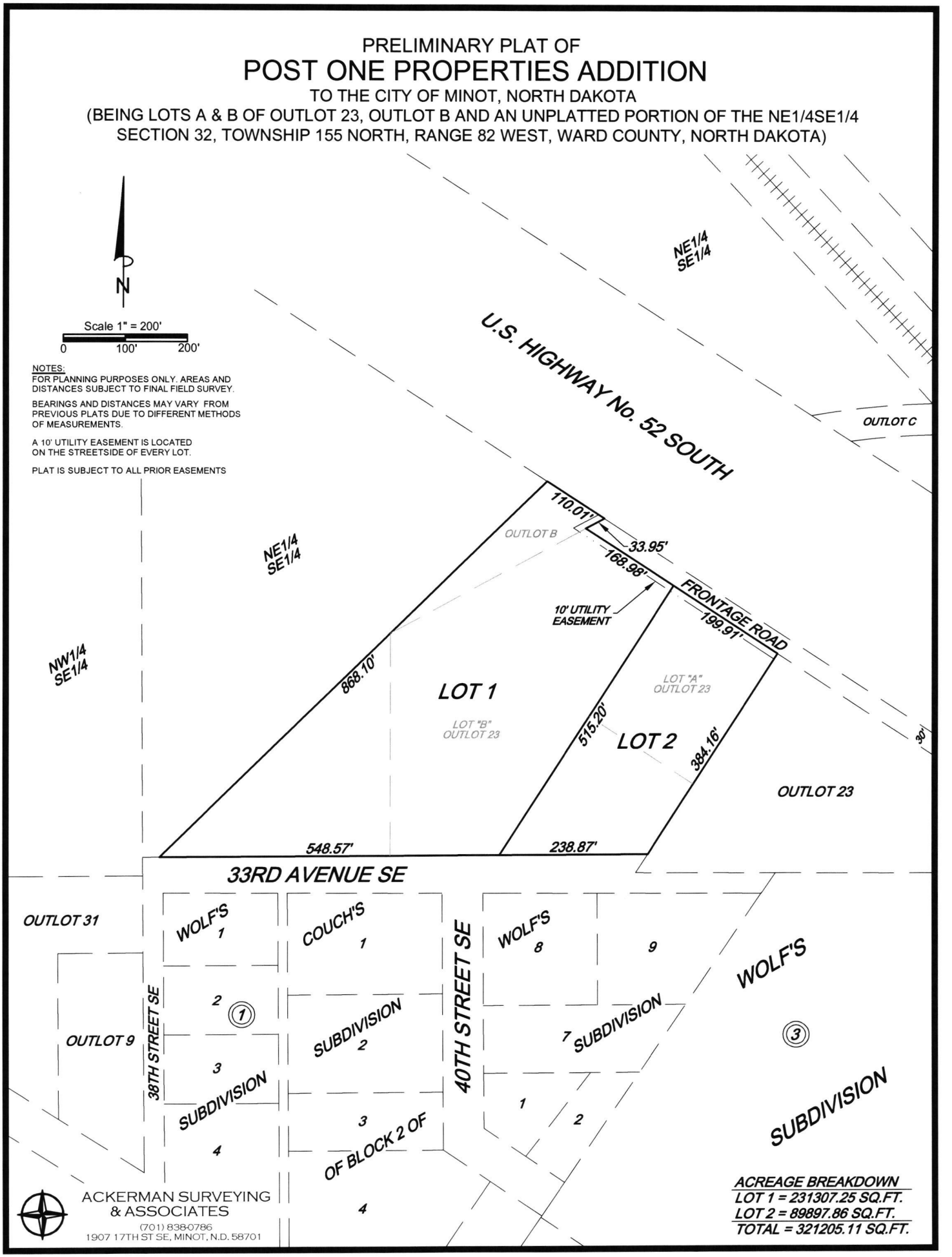


Exhibit 2


PRELIMINARY PLAT OF
POST ONE PROPERTIES ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS A & B OF OUTLOT 23, OUTLOT B AND AN UNPLATTED PORTION OF THE NE1/4SE1/4
SECTION 32, TOWNSHIP 155 NORTH, RANGE 82 WEST, WARD COUNTY, NORTH DAKOTA)
N
Scale 1" = 200'
0 100' 200'
NOTES:
FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.
BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.
A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.
PLAT IS SUBJECT TO ALL PRIOR EASEMENTS
NE1/4 SE1/4
U.S. HIGHWAY No. 52 SOUTH
OUTLOT C
110.01'
OUTLOT B
33.95'
168.98'
FRONTAGE ROAD
10' UTILITY EASEMENT
199.91'
NE1/4 SE1/4
NW1/4 SE1/4
868.10'
LOT 1
LOT "B" OUTLOT 23
LOT "A" OUTLOT 23
LOT 2
515.20'
384.16'
30'
OUTLOT 23
548.57'
238.87'
33RD AVENUE SE
OUTLOT 31
WOLF'S
COUCH'S
WOLF'S
WOLF'S
38TH STREET SE
40TH STREET SE
OUTLOT 9
SUBDIVISION
SUBDIVISION
SUBDIVISION
SUBDIVISION
OF BLOCK 2 OF
ACKERMAN SURVEYING & ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701
ACREAGE BREAKDOWN
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LOT 2 = 89897.86 SQ.FT.
TOTAL = 321205.11 SQ.FT.

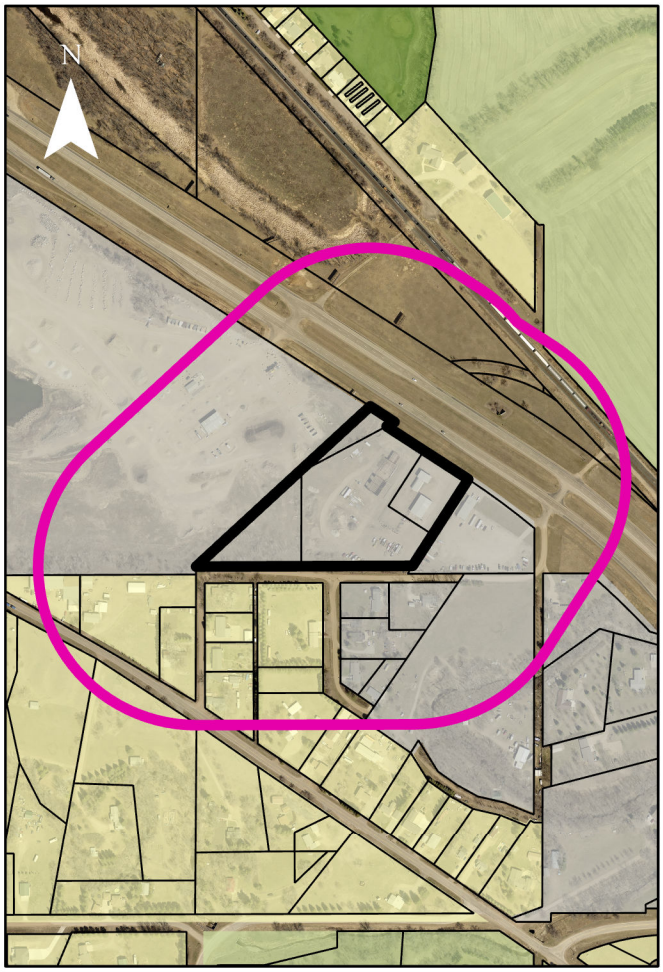
City of Minot

Exhibit 3

ZONING



FUTURE LAND USE



0 340 680 1,360 Feet

Zoning

- AG
- C2
- M1
- R1
- R3
- RR

Both Maps

- Case # 2026-27
- Case 2026-27 Notification Area

Land Use Type

- Agricultural and Open Space
- Rural Residential
- Light Industrial
- Parks and Recreation

Exhibit 4 – Site Photos






HIGHWAY 52 S
HIGHWAY 52 S
53RD AVE SE
53RD AVE SE
40TH ST SE
04/25/2025
© All EagleView Technology Corporation

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: **PUBLIC HEARING: CASE #2026-29 - STONEBRIDGE FARMS 8TH ADDITION - PRELIMINARY PLAT, ZONING MAP AMENDMENT, PLANNED UNIT DEVELOPMENT**

I. RECOMMENDED ACTION

It is recommended that City Council approve the Preliminary Plat as shown in Attachment A, the Zoning Map Amendment Ordinance shown in Attachment B and the Planned Unit Development Zoning Map Amendment Ordinance is included in Attachment C, with the following conditions:

a. **Development shall comply with the previously approved storm water management plan or will need to be amended;**
b. **Subdivision infrastructure plan required;**
c. **Infrastructure development agreement required;**
d. **Sewer connection fee required $3,787/acre; and**
e. **Sidewalks required.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The property owner desires to build single-family town homes that are detached using lot standards that are usually applied to attached housing. These properties are in a partially built-out subdivision that has parks, open spaces, walking paths and public amenities to support a denser housing style. The staff report is included in Attachment D. The PUD Exhibit is included in Attachment E.

B. Proposed Project

The legal description for the property is SE ¼ Less the N 40’ Section 1, Township 155, Range 83 and Stonebridge Farms 1st and 4th Additions to the

City of Minot, Ward County, North Dakota

C. Recommendation Detail
It is recommended that City Council approve the Preliminary Plat as shown in Attachment A, the Zoning Map Amendment Ordinance shown in Attachment B and the Planned Unit Development Zoning Map Amendment Ordinance is included in Attachment C.

IV. IMPACT

A. Service/Delivery Impact:
The applicant wishes to build affordable single family homes for families.

B. Fiscal Impact
N/A

Project Costs
N/A

Project Funding
N/A

VI. ALTERNATIVES

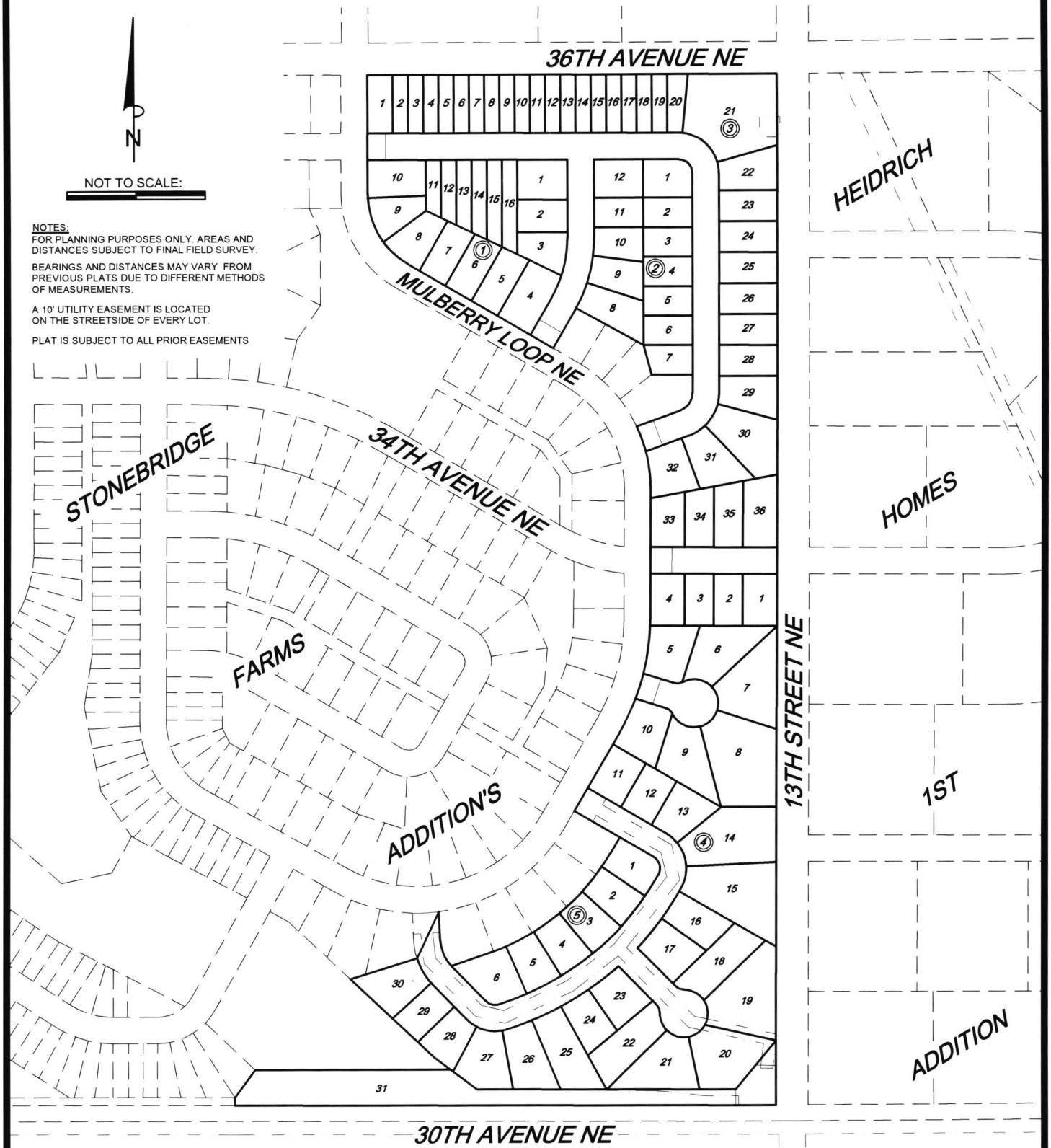
City Council may deny or approve with conditions.

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



NOTES:

FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.

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

A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

ACKERMAN SURVEYING & ASSOCIATES

(701) 838-0786

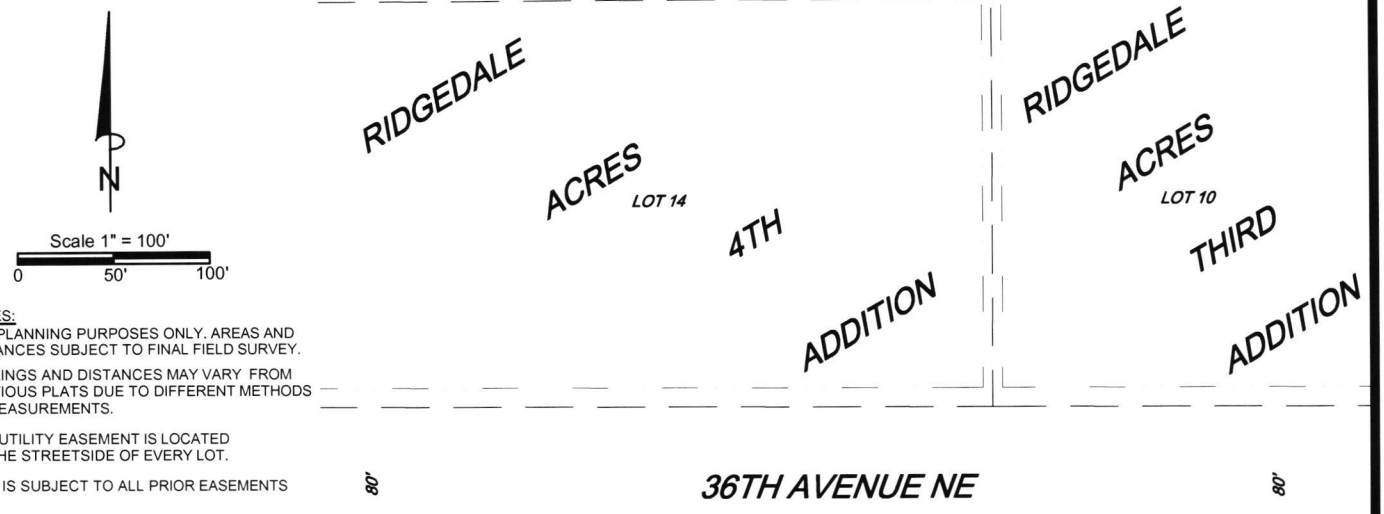
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



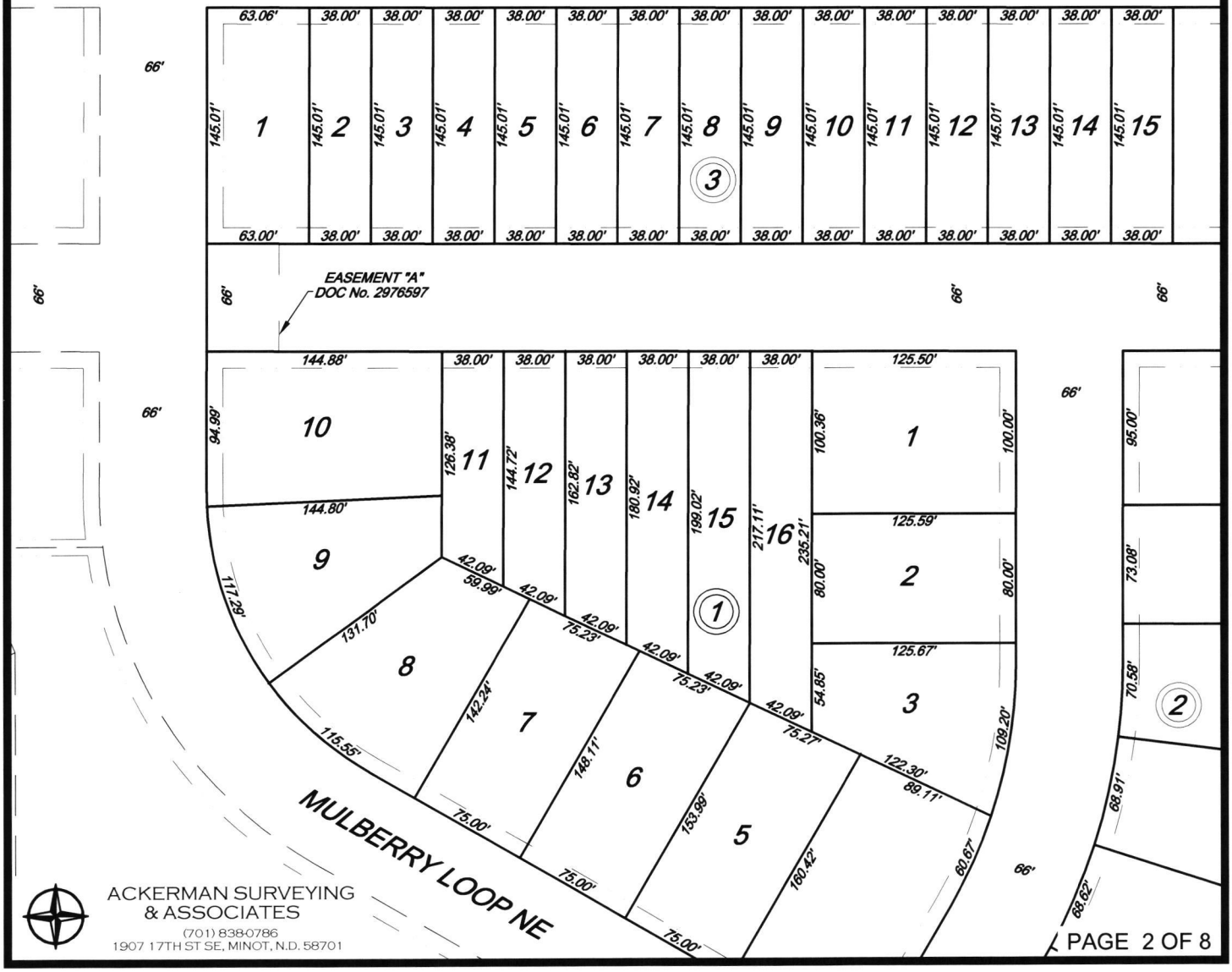
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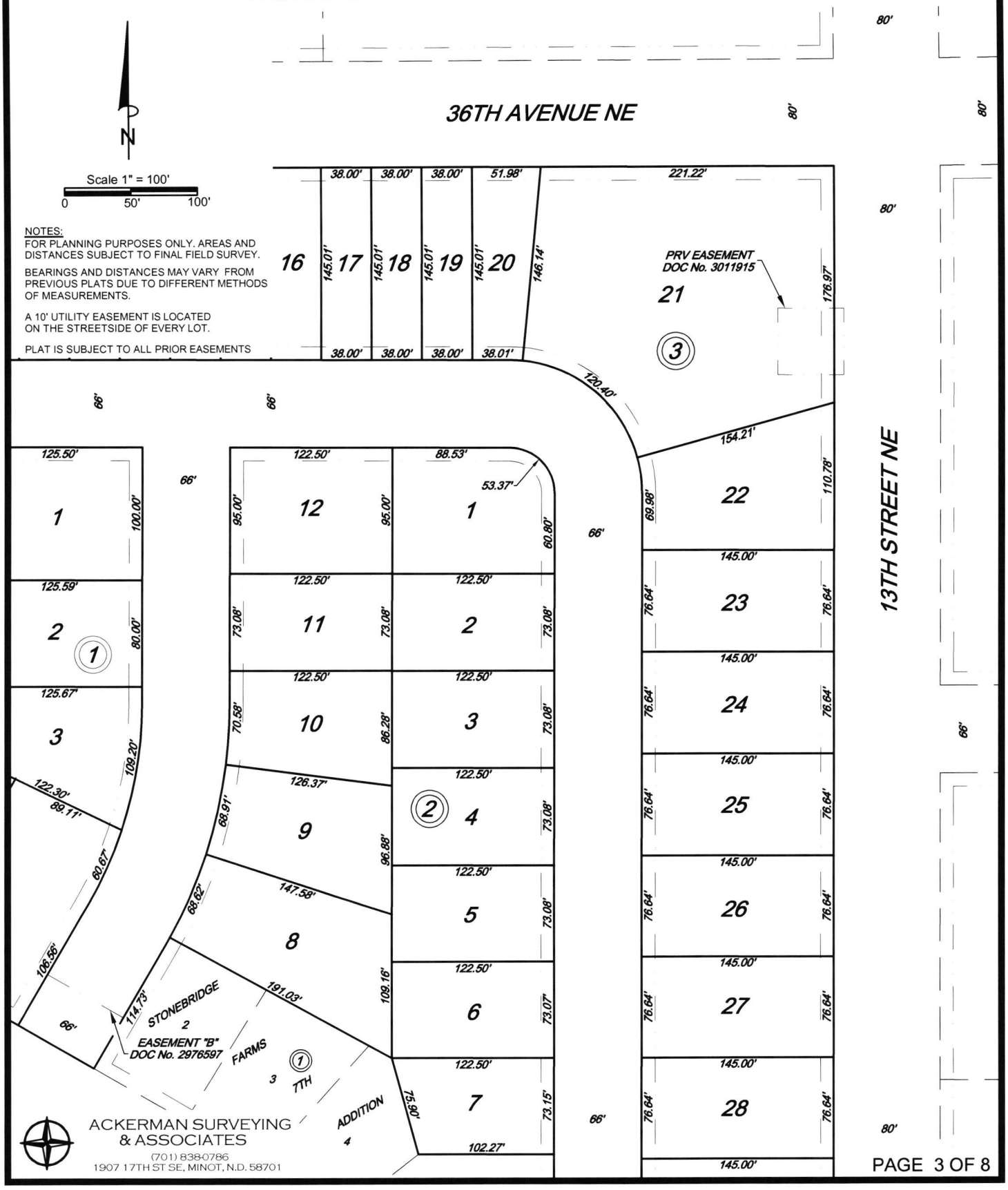
ACKERMAN SURVEYING & ASSOCIATES
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PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)

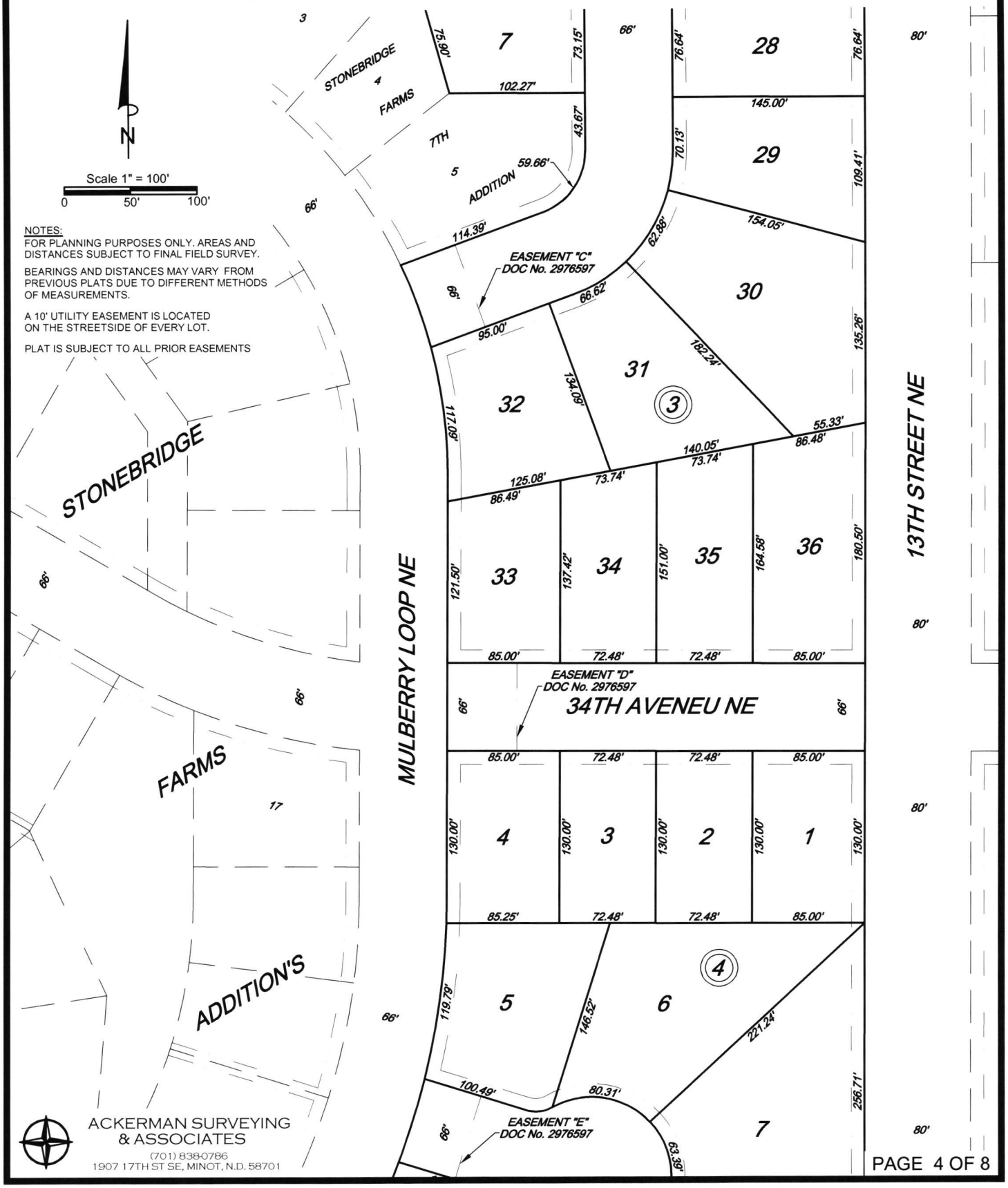


PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



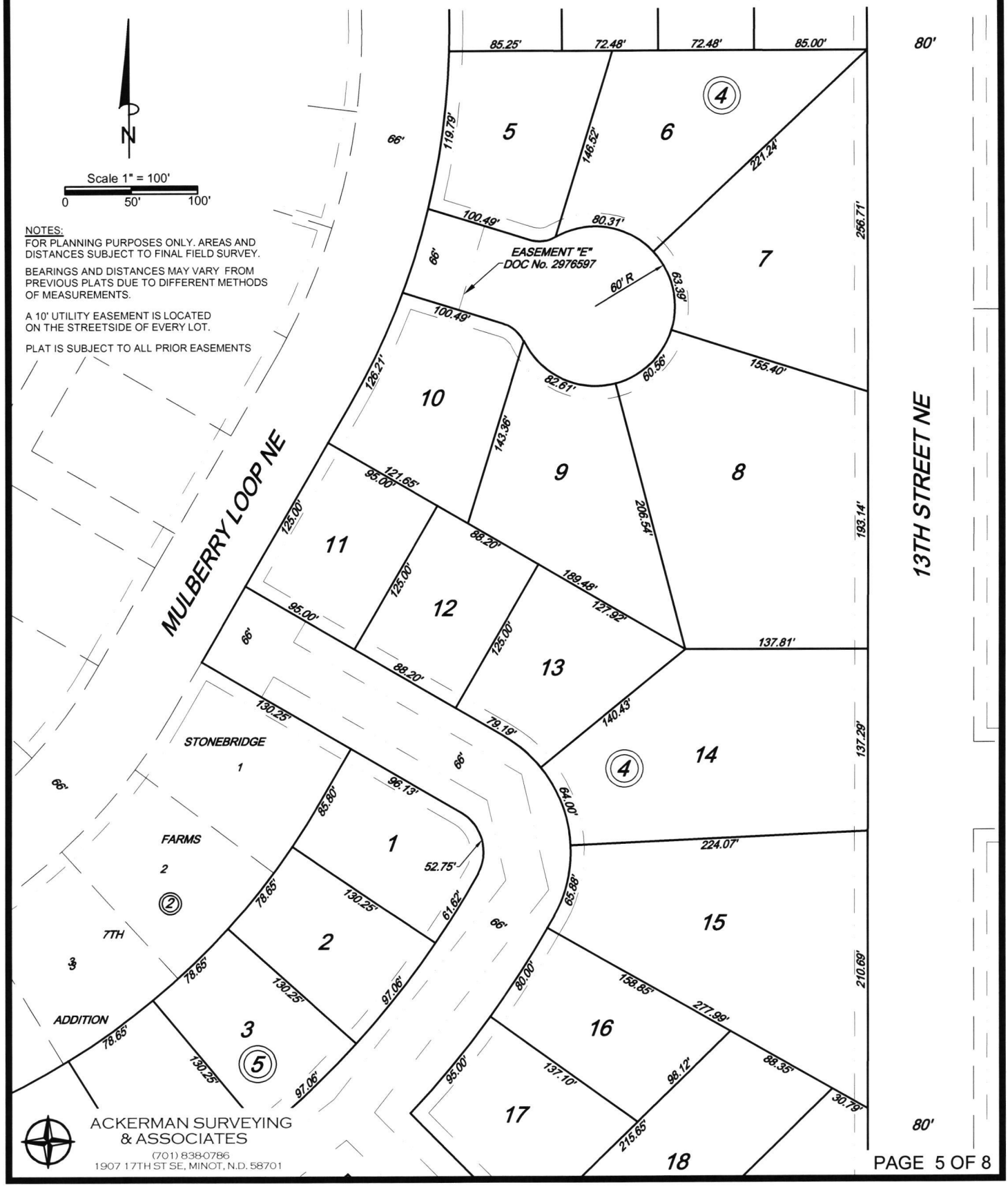
ACKERMAN SURVEYING & ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



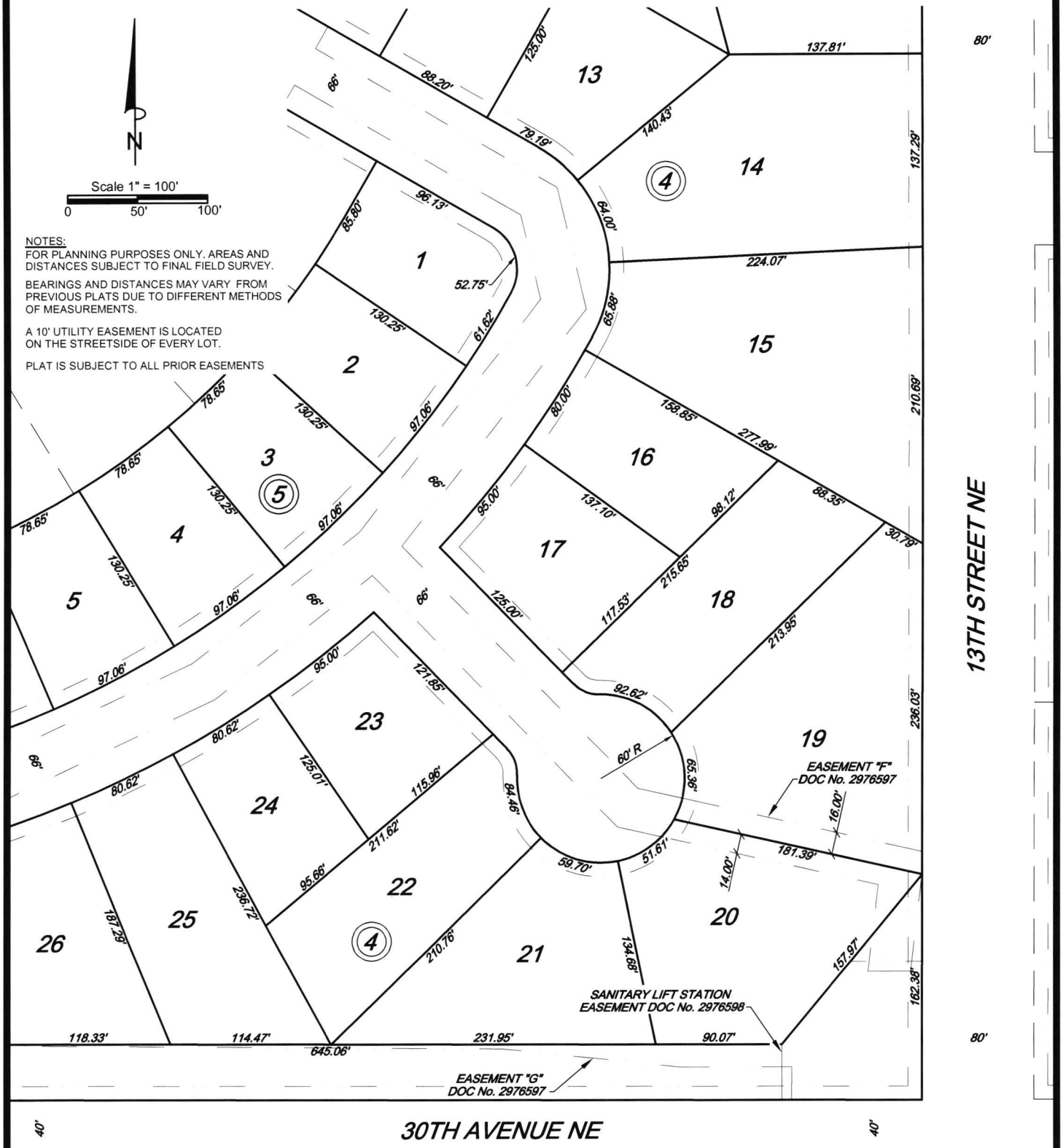
ACKERMAN SURVEYING & ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



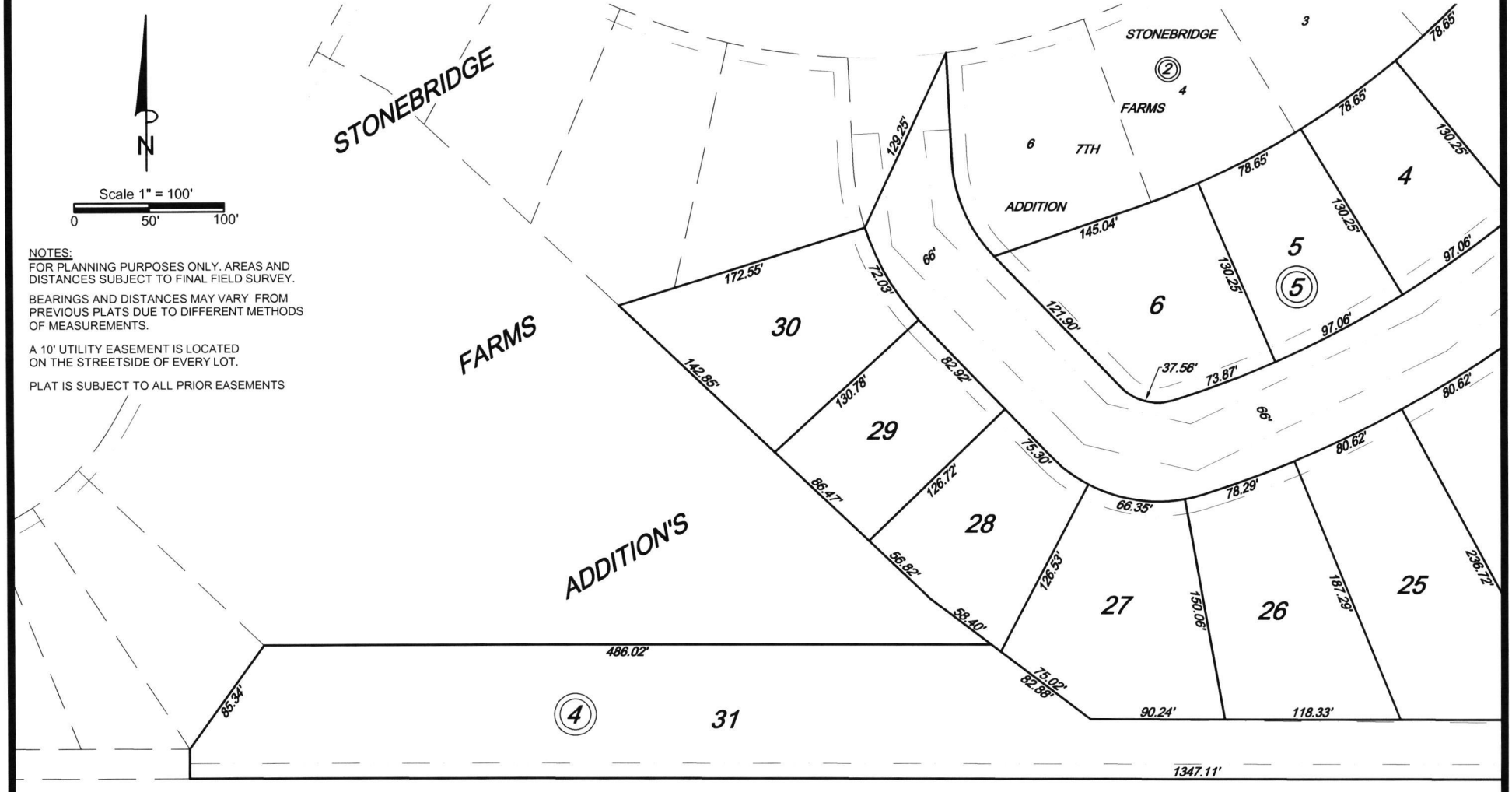
ACKERMAN SURVEYING & ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



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PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

ACKERMAN SURVEYING & ASSOCIATES

(701) 838-0786

1907 17TH ST SE, MINOT, N.D. 58701

BLOCK 1 BREAKDOWN

LOT 1, BLOCK 1 = 12562.20 SQ.FT.
LOT 2, BLOCK 1 = 10050.63 SQ.FT.
LOT 3, BLOCK 1 = 10132.00 SQ.FT.
LOT 4, BLOCK 1 = 15416.41 SQ.FT.
LOT 5, BLOCK 1 = 11769.21 SQ.FT.
LOT 6, BLOCK 1 = 11328.61 SQ.FT.
LOT 7, BLOCK 1 = 10888.01 SQ.FT.
LOT 8, BLOCK 1 = 12038.37 SQ.FT.
LOT 9, BLOCK 1 = 10685.72 SQ.FT.
LOT 10, BLOCK 1 = 13294.64 SQ.FT.
LOT 11, BLOCK 1 = 5146.48 SQ.FT.
LOT 12, BLOCK 1 = 5834.22 SQ.FT.
LOT 13, BLOCK 1 = 6521.96 SQ.FT.
LOT 14, BLOCK 1 = 7209.69 SQ.FT.
LOT 15, BLOCK 1 = 7897.43 SQ.FT.
LOT 16, BLOCK 1 = 8585.16 SQ.FT.

BLOCK 2 BREAKDOWN

LOT 1, BLOCK 2 = 11368.37 SQ.FT.
LOT 2, BLOCK 2 = 8952.79 SQ.FT.
LOT 3, BLOCK 2 = 8952.79 SQ.FT.
LOT 4, BLOCK 2 = 8952.79 SQ.FT.
LOT 5, BLOCK 2 = 8952.79 SQ.FT.
LOT 6, BLOCK 2 = 8950.86 SQ.FT.
LOT 7, BLOCK 2 = 8221.22 SQ.FT.
LOT 8, BLOCK 2 = 14103.84 SQ.FT.
LOT 9, BLOCK 2 = 11053.57 SQ.FT.
LOT 10, BLOCK 2 = 9667.29 SQ.FT.
LOT 11, BLOCK 2 = 8952.79 SQ.FT.
LOT 12, BLOCK 2 = 11630.30 SQ.FT.

BLOCK 3 BREAKDOWN

LOT 1, BLOCK 3 = 9138.97 SQ.FT.
LOT 2, BLOCK 3 = 5510.23 SQ.FT.
LOT 3, BLOCK 3 = 5510.23 SQ.FT.
LOT 4, BLOCK 3 = 5510.23 SQ.FT.
LOT 5, BLOCK 3 = 5510.23 SQ.FT.
LOT 6, BLOCK 3 = 5510.23 SQ.FT.
LOT 7, BLOCK 3 = 5510.23 SQ.FT.
LOT 8, BLOCK 3 = 5510.23 SQ.FT.
LOT 9, BLOCK 3 = 5510.23 SQ.FT.
LOT 10, BLOCK 3 = 5510.23 SQ.FT.
LOT 11, BLOCK 3 = 5510.23 SQ.FT.
LOT 12, BLOCK 3 = 5510.23 SQ.FT.
LOT 13, BLOCK 3 = 5510.23 SQ.FT.
LOT 14, BLOCK 3 = 5510.23 SQ.FT.
LOT 15, BLOCK 3 = 5510.23 SQ.FT.
LOT 16, BLOCK 3 = 5510.23 SQ.FT.
LOT 17, BLOCK 3 = 5510.23 SQ.FT.
LOT 18, BLOCK 3 = 5510.23 SQ.FT.
LOT 19, BLOCK 3 = 5510.23 SQ.FT.
LOT 20, BLOCK 3 = 6528.54 SQ.FT.
LOT 21, BLOCK 3 = 42758.21 SQ.FT.
LOT 22, BLOCK 3 = 13188.24 SQ.FT.
LOT 23, BLOCK 3 = 11112.37 SQ.FT.
LOT 24, BLOCK 3 = 11112.37 SQ.FT.
LOT 25, BLOCK 3 = 11112.37 SQ.FT.
LOT 26, BLOCK 3 = 11112.37 SQ.FT.
LOT 27, BLOCK 3 = 11112.37 SQ.FT.
LOT 28, BLOCK 3 = 11112.37 SQ.FT.
LOT 29, BLOCK 3 = 13107.46 SQ.FT.
LOT 30, BLOCK 3 = 20852.56 SQ.FT.
LOT 31, BLOCK 3 = 14893.26 SQ.FT.
LOT 32, BLOCK 3 = 13310.54 SQ.FT.
LOT 33, BLOCK 3 = 11004.98 SQ.FT.
LOT 34, BLOCK 3 = 10453.13 SQ.FT.
LOT 35, BLOCK 3 = 11437.27 SQ.FT.
LOT 36, BLOCK 3 = 14665.83 SQ.FT.

BLOCK 4 BREAKDOWN

LOT 1, BLOCK 4 = 11050.00 SQ.FT.
LOT 2, BLOCK 4 = 9422.59 SQ.FT.
LOT 3, BLOCK 4 = 9422.59 SQ.FT.
LOT 4, BLOCK 4 = 11050.79 SQ.FT.
LOT 5, BLOCK 4 = 14596.52 SQ.FT.
LOT 6, BLOCK 4 = 19228.65 SQ.FT.
LOT 7, BLOCK 4 = 24470.51 SQ.FT.
LOT 8, BLOCK 4 = 35790.52 SQ.FT.
LOT 9, BLOCK 4 = 18612.65 SQ.FT.
LOT 10, BLOCK 4 = 14794.21 SQ.FT.
LOT 11, BLOCK 4 = 11875.00 SQ.FT.
LOT 12, BLOCK 4 = 11025.40 SQ.FT.
LOT 13, BLOCK 4 = 13130.01 SQ.FT.
LOT 14, BLOCK 4 = 29527.09 SQ.FT.
LOT 15, BLOCK 4 = 32105.48 SQ.FT.
LOT 16, BLOCK 4 = 12914.90 SQ.FT.
LOT 17, BLOCK 4 = 13750.48 SQ.FT.
LOT 18, BLOCK 4 = 18084.40 SQ.FT.
LOT 19, BLOCK 4 = 29436.35 SQ.FT.
LOT 20, BLOCK 4 = 22947.11 SQ.FT.
LOT 21, BLOCK 4 = 20314.56 SQ.FT.
LOT 22, BLOCK 4 = 18271.81 SQ.FT.
LOT 23, BLOCK 4 = 12866.97 SQ.FT.
LOT 24, BLOCK 4 = 11498.76 SQ.FT.
LOT 25, BLOCK 4 = 19370.77 SQ.FT.
LOT 26, BLOCK 4 = 15966.04 SQ.FT.
LOT 27, BLOCK 4 = 16161.39 SQ.FT.
LOT 28, BLOCK 4 = 11887.60 SQ.FT.
LOT 29, BLOCK 4 = 10890.79 SQ.FT.
LOT 30, BLOCK 4 = 15150.31 SQ.FT.
LOT 31, BLOCK 4 = 86429.68 SQ.FT.

BLOCK 5 BREAKDOWN

LOT 1, BLOCK 5 = 11519.31 SQ.FT.
LOT 2, BLOCK 5 = 11443.17 SQ.FT.
LOT 3, BLOCK 5 = 11443.17 SQ.FT.
LOT 4, BLOCK 5 = 11443.17 SQ.FT.
LOT 5, BLOCK 5 = 11443.17 SQ.FT.
LOT 6, BLOCK 5 = 15507.46 SQ.FT.

ROAD R/W = 275689.24 SQ.FT.
TOTAL = 1576850.11 SQ.FT.
OR 36.20 ACRES

ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

ORDINANCE NO. XXXX

AN ORDINANCE REZONING STONEBRIDGE FARMS 8TH ADDITION TO THE CITY OF MINOT FROM "AG" AGRICULTURAL DISTRICT TO "R1S" SINGLE FAMILY RESIDENTIAL DISTRICT WITH SMALL LOT FLEXIBILITY.

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

Section 1. That the property described below is hereby zoned **"R1S" Single Family Residential District with Small Lot Flexibility**

STONEBRIDGE FARMS 8TH ADDITION TO THE CITY OF MINOT

Section 2. The **"R1S" Single Family Residential District with Small Lot Flexibility** 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, City Council President

ORDINANCE NO. XXXX

AN ORDINANCE REZONING LOTS 11, 12, 13, 14, 15 & 16, BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20. BLOCK 3 OF STONEBRIDGE FARMS 8TH ADDITION TO THE CITY OF MINOT FROM "R1S" SINGLE FAMILY RESIDENTIAL DISTRICT WITH SMALL LOT FLEXIBILITY TO "R1S" SINGLE FAMILY RESIDENTIAL DISTRICT WITH SMALL LOT FLEXIBILITY WITH A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY.

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

Section 1. That the property described below is hereby zoned **"R1S" Single Family Residential District with Small Lot Flexibility with a Planned Unit Development (PUD) Overlay.**

LOTS 11, 12, 13, 14, 15 & 16, BLOCK 1 AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20. BLOCK 3 OF STONEBRIDGE FARMS 8TH ADDITION

Section 2. The **"R1S" Single Family Residential District with Small Lot Flexibility with a Planned Unit Development (PUD) Overlay.** 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. Additionally, the properties are subject to substantial compliance with the approved PUD plan provided in Exhibit 1 (attached and made part of this ordinace).

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, City Council President

Stonebridge Farms PUD - Letter of Intent

Stonebridge Farms 8th Addition – Lots 11-16, Block 1; Lots 1-20, Block 3

The developer is proposing to provide single-family detached housing units on lots with a minimum lot width of 38’ and lot depths ranging from 127’ to 235’, with a typical depth being 145’. Proposed building setbacks would be 25’ front, 5’ side and 20’ rear. With the exception of Lot 1, Block 3 requesting a west side setback of 15’. With the proposed buildings, rear yard depths would be a minimum of 56’, providing ample rear yard areas for the home sizes that are proposed.

Single-family housing units would provide a small two-car garage in a 3-bedroom, 2-bathroom configuration. Potentially in two-story or slab on grade styles.

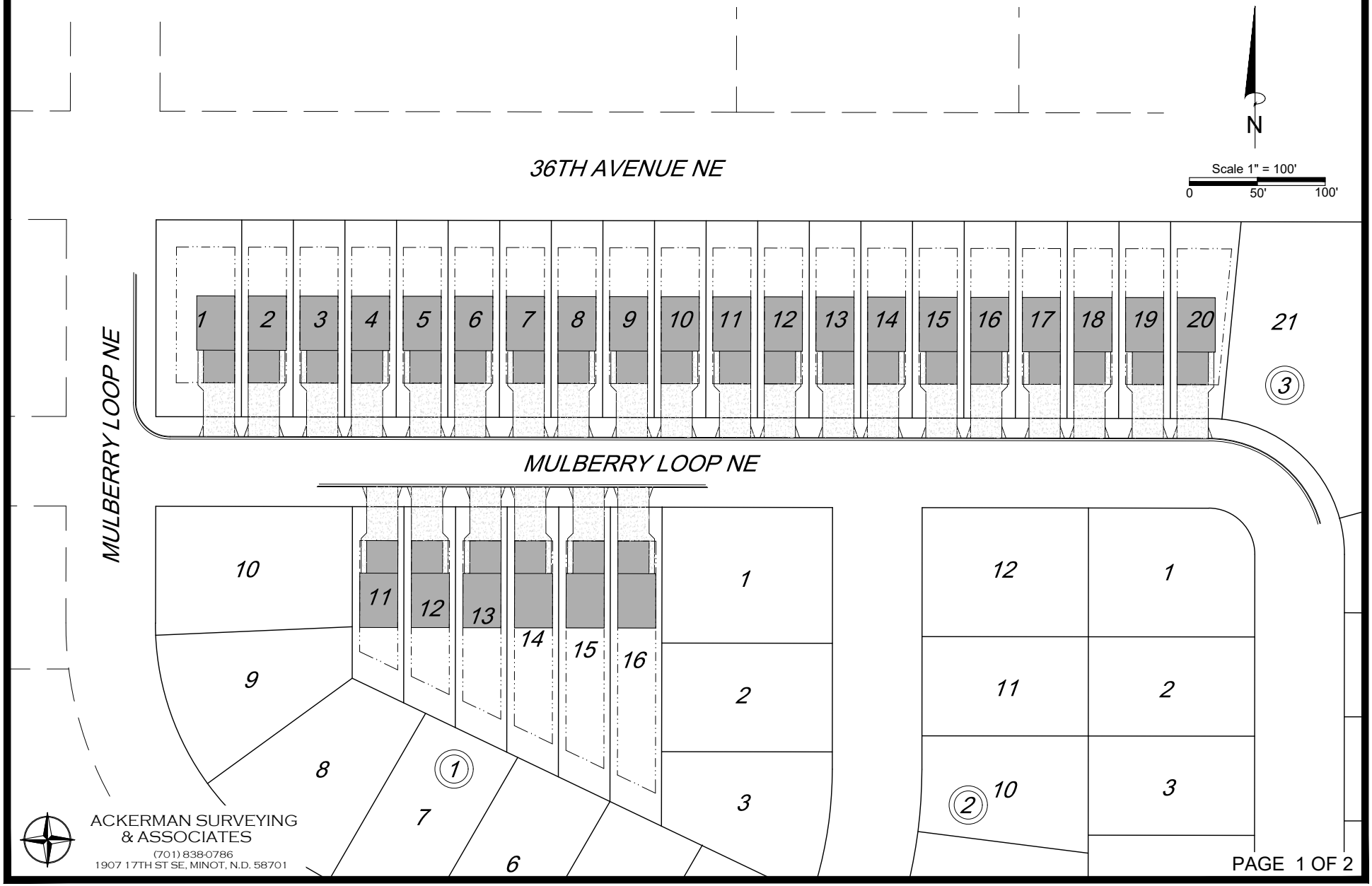
The proposed home configuration along with additional lot density could provide a more affordable single-family housing option to the City of Minot. This type of housing has not been attempted in Minot before, and the developer has been working with City Staff in attempt to pilot such a housing option. This project’s success could potentially lead to the consideration of zoning code changes to integrate this housing style into zoning codes with the potential that PUD’s wouldn’t be needed in the future.

The proposed subdivision is an extension or buildout of the current Stonebridge subdivision developed in the past 10-15 years. With parks, open spaces and other amenities already in place, the feeling is that this is a prime location for piloting such a single-family housing option.

Exhibit 1 Page 2 of 3

PUD ZONING

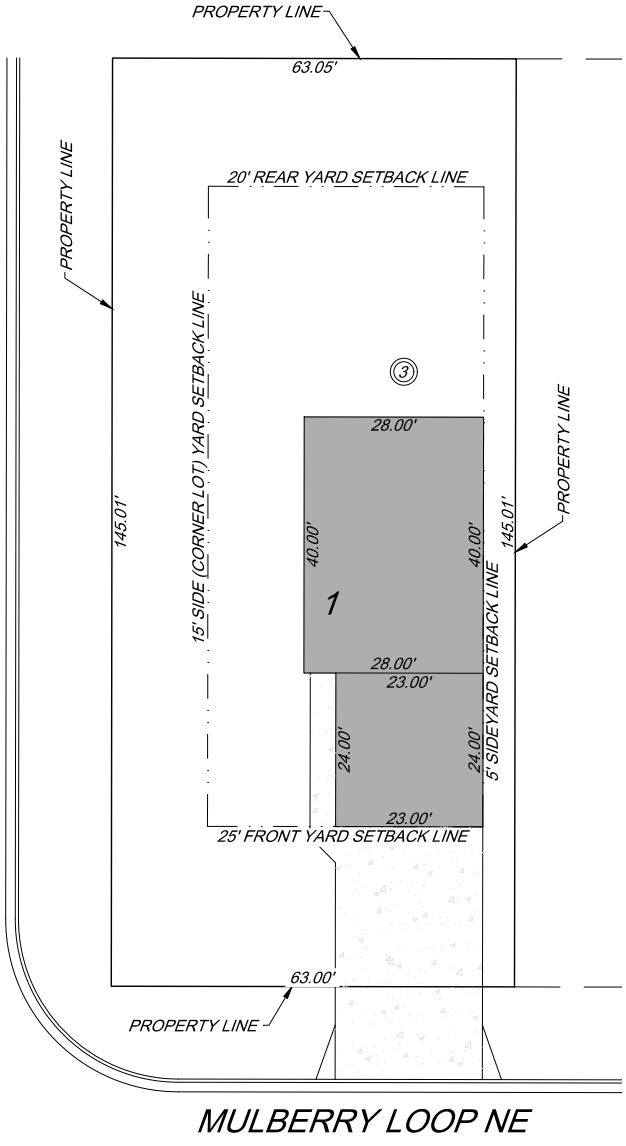
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 11 THRU 16, BLOCK 1 AND LOTS 1 THRU 20, BLOCK 3,
STONEBRIDGE FARMS 8TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)



ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

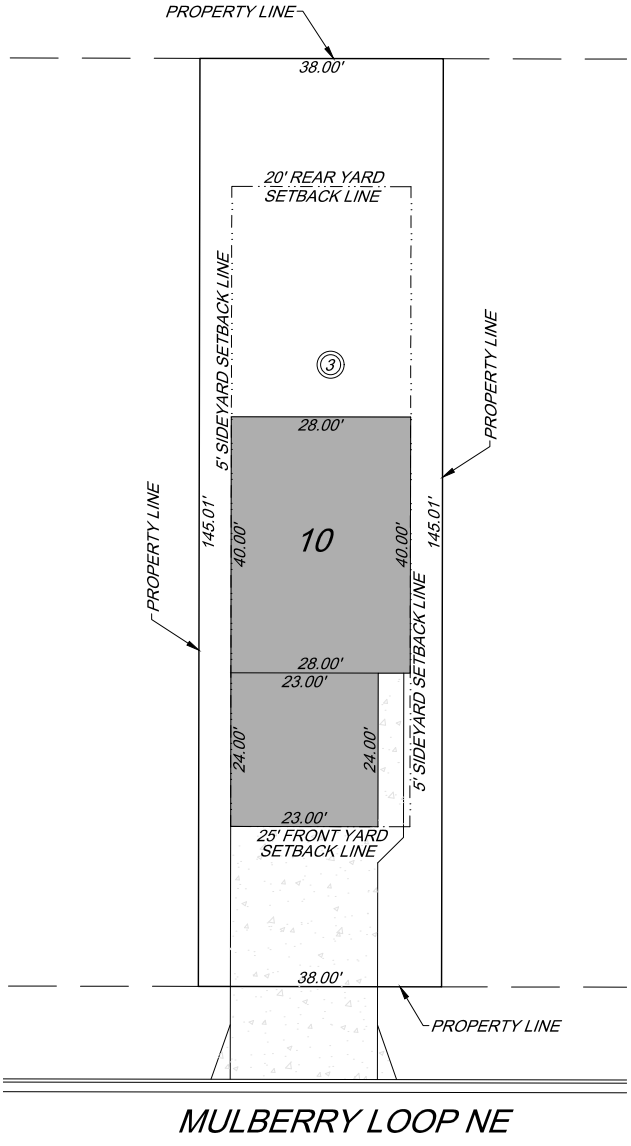
PAGE 1 OF 2

PUD HOUSE DETAIL SHEET



CORNER LOT DETAIL

SCALE: 1" = 30'



INTERIOR LOT DETAIL

SCALE: 1" = 30'

NOTES:

FOR PLANNING PURPOSES ONLY. AREAS AND DISTANCES SUBJECT TO FINAL FIELD SURVEY.

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

A 10' UTILITY EASEMENT IS LOCATED ON THE STREETSIDE OF EVERY LOT.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS

ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

City of Minot

Planning Commission
Staff Report

Application Date: 04/06/2026
Date of Staff Report: 04/27/2026
Date of Planning Commission Meeting: 05/12/2026

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

Case Number: 2026-29

Project Name: Stonebridge Farms 8th - PUD

Current Legal Description: See Project Description

Proposed Legal Description: See Project Description

Present Address: Unaddressed

Owners: Four Seasons Constructions Inc.

Representative: Rob Berard, Ackerman Surveying

Entitlements Requested: Zoning Map Amendment from "R1S" Single Family Residential District with Small Lot Flexibility to "R1S" Single Family Residential District with Small Lot Flexibility w/"PUD Overlay"

Present Zone(s): "R1S" Single Family Residential District with Small Lot Flexibility

Present Use(s): Vacant land

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

Present Future Land Use Map Designation: Suburban Residential

Proposed Zone(s): "R1S" Single Family Residential District with Small Lot Flexibility w/"PUD Overlay"

Proposed Use(s): Single Family Detached homes

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 Rob Berard, Ackerman Surveying, representing Four Seasons Construction Inc., owners for a request of a preliminary plat, zoning map amendment from "AG" Agricultural District to "R1S" Single Family Residential District with Small Lot Flexibility and a Planned Unit Development (PUD). The legal description for the property is SE ¼ Less the N 40' Section 1, Township 155, Range 83 and Stonebridge Farms 1st and 4th Additions to the City of Minot, Ward County, North Dakota

The subject property address is unassigned.

Aerial view map is available in **Exhibit 1.**

BACKGROUND INFORMATION:

The property owner desires to build single family townhomes that are detached using lot standards that are usually applied to attached housing. These properties are in a partially built out subdivision that has parks, open spaces, walking paths and public amenities to support a denser housing style.

The Preliminary Plat is provided in **Exhibit 2.**

The letter of intent and Planned Unit Development proposal is provided in **Exhibit 3**.

A map of the area zoning and future land use may be found in **Exhibit 4**.

Select site photos are available in **Exhibit 5.**

STAFF ANALYSIS:

"PUD" Planned Unit Development Analysis:

Application and Noticing;
The applicant has submitted the necessary application documents required per Section 9.1-7 c) and noticing has been conducted as required per Section 9.2-1 B. and C.

General Provisions and Purpose of PUD:
Staff provides the following summary of the description and purpose of a PUD per Sections 2.23-1 & 2 and a copy of the relevant PUD code may be found in the City of Minot LDO:

The PUD overlay provides flexibility for developers in order to effect unique and desirable development outcomes that wouldn't otherwise be possible through traditional zoning regulations. This may mean, for example, a PUD proposes additional density, deviations to height or design of buildings, open space preservation, or the provision of unique site amenities. Overall, there's a broader coordination of land use and site layout that incorporates some preferred alternative than would be possible without the PUD. The site is holistically planned and its components are harmonious within the site itself and with surrounding properties.

General Standards for Approval:
There are eight (8) standards for approval that must be met, where applicable, per Section 2.23-4 provided in **Exhibit 5**. Staff addresses these individually below:

A. The proposed PUD is consistent with the comprehensive plan.

City of Minot 2040 Comprehensive Plan

The City of Minot 2040 Comprehensive Plan Future Land Use Map (FLU) designates the subject properties as Suburban Residential. The applicant is evaluated as to if it aligns with the City of Minot 2040 Comprehensive Plan (2040 Plan):

The 2040 Plan provides limited guidance on housing variety and the need to have a diverse housing stock to foster a health housing market, address housing gaps and increase that all households can find suitable and desirable housing options. This project will create a new and unique housing option to the market that could fulfill the need for an option between multi family and traditional single family that was previously only available through shared wall housing like twin and town homes.

Staff finds the proposal aligns with the 2040 Plan.

B. The planned unit development is an effective and unified treatment of the development possibilities on the project site and the PUD Plan provides for the preservation or creation of unique amenities such as natural streams, stream banks, wooded cover, natural terrain, manmade landforms or landscaping and similar areas.

The proposal provides for the development of a partially developed subdivision that has incorporated natural amenities and open spaces.

Staff finds that the subdivision as a whole has sufficient open space and natural amenities.

C. The planned unit development is planned and developed to harmonize with any existing or proposed development in the areas surrounding the project site. The PUD Plan will not have a detrimental effect upon the neighborhood in which it is proposed to be located.

The housing type proposed will be integrated into the traditional single-family homes that have been and will be constructed in the development. It will be harmonious with the existing neighborhood.

Staff finds the development will not have a detrimental effect upon the neighborhood.

D. The tract under consideration is under single ownership or control.

Presently, the tract of land under consideration is under single ownership or control. In discussion with the applicant, these lots will be sold to households as single family housing units once the project is completed.

In short, staff finds this requirement is satisfied.

E. The tract is at least five (5) acres in size. The tract size may be reduced if the applicant can show that a PUD of less acreage meets the standards and purposes of the comprehensive plan and preserves the health, safety and welfare of the citizens of the city and that all of the following conditions exist, as applicable:

1. The proposal better adapts itself to the physical and aesthetic setting of the site and with the surrounding land uses than could be developed using strict standards and land uses allowed within the underlying zoning district.

The physical site characteristics with regard to dimensions are harmonious with the surrounding development scale. This is being approached by the developer and the City as a pilot into a new housing stye that can integrate affordable housing options into new neighborhoods and advances the goals of housing variety in the 2040 Plan.

2. The proposal would benefit the area surrounding the project to greater degree than development allowed within the underlying zoning district(s).

The development will create blueprint for the integration of small lot affordable detached housing that will benefit the community as a whole by addressing potential housing gaps in the future.

3. The proposal would provide mixed land use and/or site design flexibilities while enhancing site or building aesthetics to achieve an overall, workable higher quality of development than would otherwise occur in the underlying zoning district.

By providing a new housing stye that is detached the overall character of the traditional detached single family neighborhood will not be affected but a higher density affordable housing style will be added where a twin home may be perceived to have an effect on the overall aesthetic.

4. The proposal would ensure the concentration of open space into more workable or usable areas and would preserve the natural resources of the site more than would otherwise occur in the underlying zoning district**.**

This development is located inside of a much larger subdivision that incorporates open space and public amenities that would support this level of density.

Staff finds this requirement satisfied.

F. The public benefits, may include but are not limited to:

1. Improved site or architectural design,

2. Open space preservation,

3. Improved parks, trails, recreation facilities or other amenities,

4. A mix of compatible land uses which foster goals of the Comprehensive Plan

The public benefits for the site include improved site design and integration into the network of public amenities provided for residents of the neighborhood.

Staff finds this requirement satisfied.

G. The Planned Unit Development will not create an excessive burden on parks, schools, streets, or other facilities and utilities that serve or are proposed to serve the Planned Unit Development.

The proposal finds no evidence that the development will create an excessive burden on public facilities or utilities. The proposal incorporates a higher housing density into a large neighborhood; however this development already incorporates large multifamily housing development.

H. The applicant for a Planned Unit Development must provide justification for any deviations from the primary zoning ordinance provisions and performance standards in the PUD Plan.

To that end the developer has provided the following narrative. The developer is proposing to provide single-family detached housing units on lots with a minimum lot width of 38' and lot depths ranging from 127' to 235', with a typical depth being 145'. Proposed building setbacks would be 25' front, 5' side and 20' rear. With the exception of Lot 1, Block 3 requesting a west side setback of 15'. With the proposed buildings, rear yard depths would be a minimum of 56', providing ample rear yard areas for the home sizes that are proposed. Single-family housing units would provide a small two-car garage in a 3-bedroom, 2-bathroom configuration. Potentially in two-story or slab on grade styles. The proposed home configuration along with additional lot density could provide a more affordable single-family housing option to the City of Minot. This type of housing has not been attempted in Minot before, and the developer has been working with City Staff in attempt to pilot such a housing option. This project's success could potentially lead to the consideration of zoning code changes to integrate this housing style into zoning codes with the potential that PUD's wouldn't be needed in the future. The proposed subdivision is an extension or buildout of the current Stonebridge subdivision developed in the past 10-15 years. With parks, open spaces and other amenities already in place, the feeling is that this is a prime location for piloting such a single-family housing option. The PUD Plan, if approved, is provided in **Exhibit 6**. The aforementioned recommended conditions of approval will be modified accordingly to refer to the respective page numbers of the approved PUD Plan.

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 proposal generally aligns with the City of Minot 2040 Comprehensive Plan (2040 Plan) and the FLU map. The proposal does align with the adopted 2040 Plan.

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 proposal aligns with the 2040 Plan future land use map. 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 amendment to the zoning classification will diminish the condition or value of property within the vicinity and refer to the "PUD" Planned Unit Development Analysis section of this report for further explanation. 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 meets the requirements of a "PUD Overlay" as outlined in the "PUD" Planned Unit Development Analysis section of this report. Further, the 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 Suburban Residential. Therefore, Section 9.1-7. 4. is satisfied.

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 one hundred one (101) 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 Stonebridge Farms 8th 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 applicable, the developer will work with the city Engineering Department to name or number each new roadway and have lots assigned addresses in alignment with city policies.

The requirements of Section 10.3-11. relating to the design of the individual lots has been satisfied as they all meet the dimensional standards of the proposed zoning district.

Section 10.3-12 relating to block design is satisfied as it follows the concept plans submitted and approved on previous plats.

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 with sidewalks being required to be constructed as each lot is developed as a condition of a certificate of occupancy, 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.

Comments:

a) There were no public comments at the time of writing this staff report.
b) The application was distributed to city departments and external public agencies within the City for review and no comment was received.

FINDINGS OF FACT:

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

1) The applicants have submitted a complete application.

2) The present zoning is “R1S” Single Family Residential District with Small Lot Flexibility.

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

4) The City of Minot 2040 Comprehensive Plan Future Land Use (FLU) Map designates this area as Suburban Residential

5) Standard for approval of a “PUD Overlay” per Section 2.23-4 are satisfied as provided in staff’s analysis section of the written report.

6) Section 9.1-7 H. 1. thru 4. related to review and approval criteria for a zoning map amendment are satisfied as provided in staff’s analysis section of this report.

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

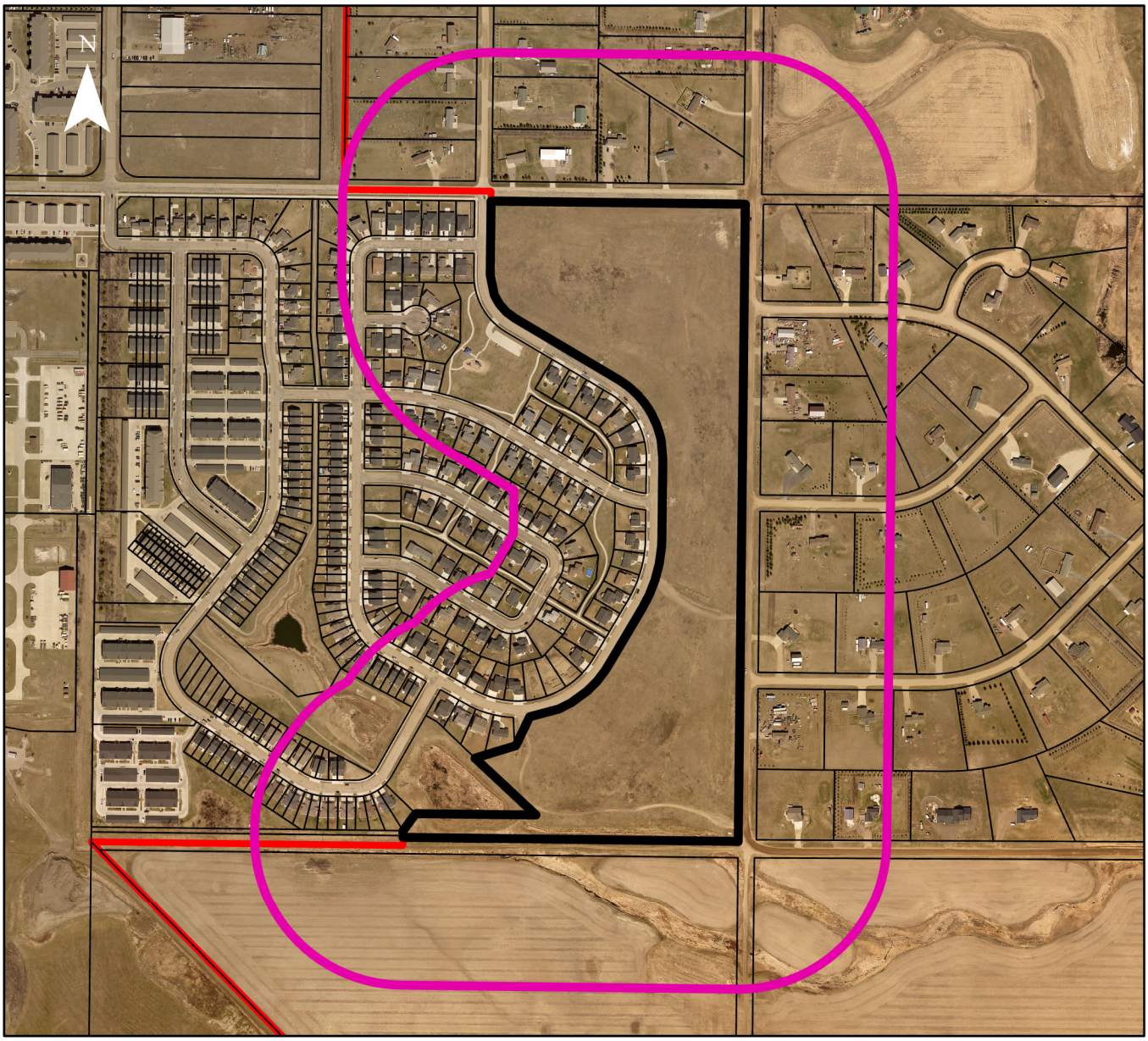
RECOMMENDATION:

Staff recommends the Planning Commission adopt staff’s findings of fact and recommend approval to City Council for the preliminary plat, a zoning map amendment from “R1S” Single Family Residential District with Small Lot Flexibility to “R1S” Single Family Residential District with Small Lot Flexibility with Planned Unit Development (PUD) overlay as provided in Exhibit 2 and the PUD Plan with the following conditions:

1. Any portion of property that does not comprise the lots specifically called out in the PUD plan is not part of the scope of approvals and must follow all requirements of the underlying zoning district for which the property resides.
2. The development will comply with all site plan review and approval requirements as established by the Engineering Department for all permanent improvements as is standard development policy.
3. Housing styles and locations will conform to the site plan as included in the PUD plan and attached in Exhibit 2.

City of Minot

EXHIBIT 1



0 450 900 1,800 Feet

Legend

- Case 2026-29
- Case 2026-29 Notification Area
- City Limits
- Two Mile Boundary

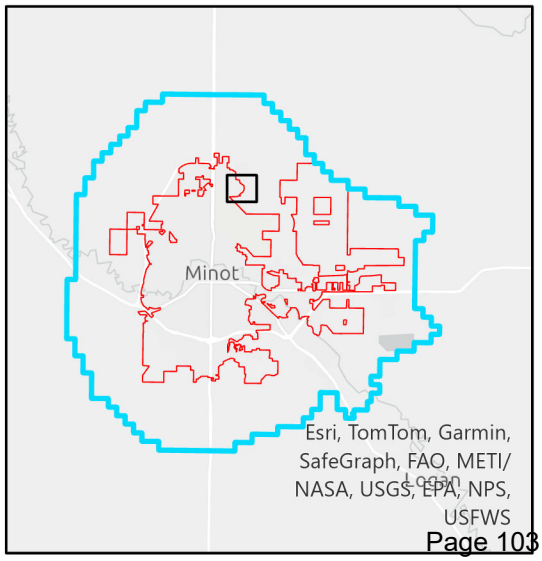


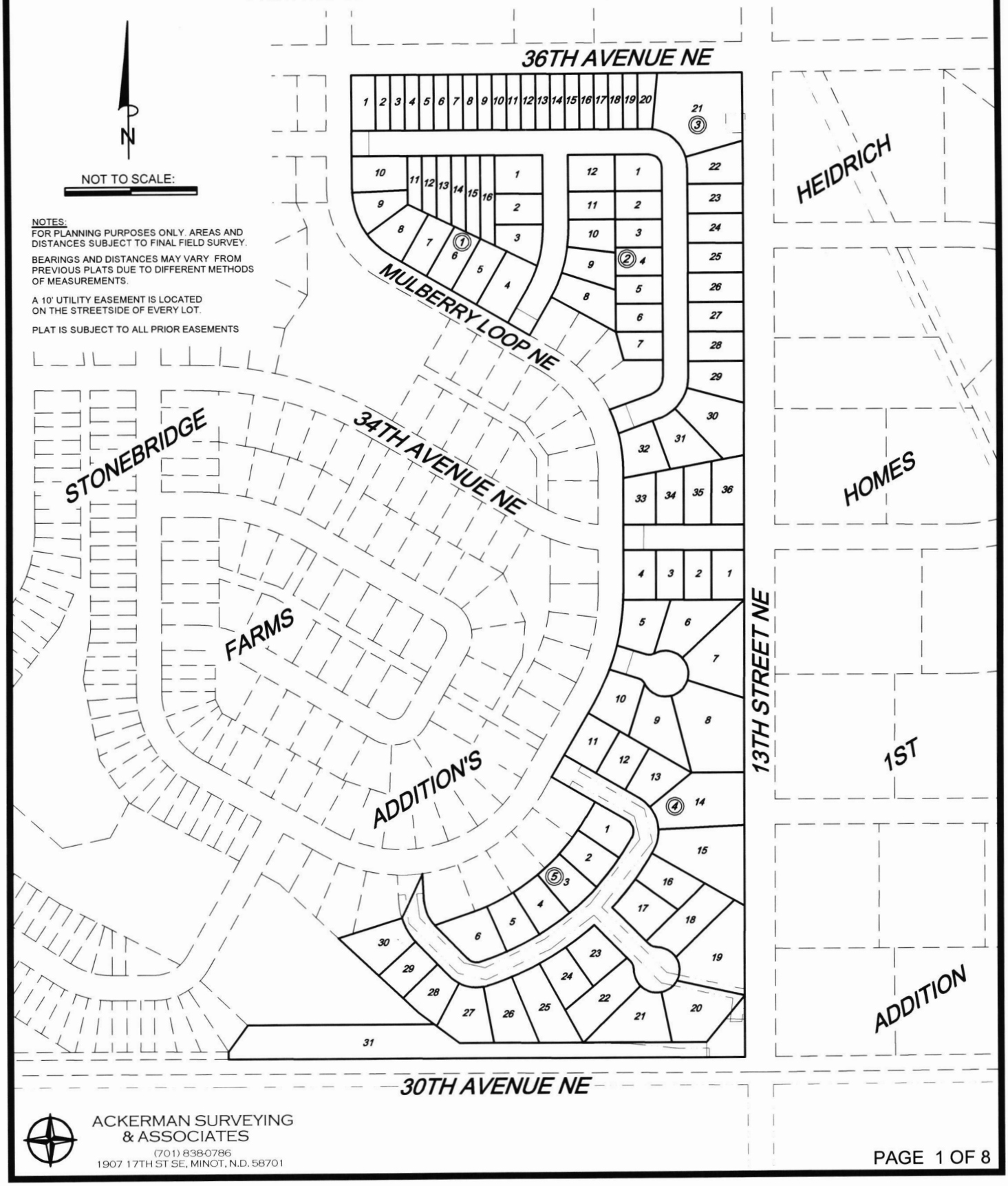
Exhibit 2

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



ACKERMAN SURVEYING & ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

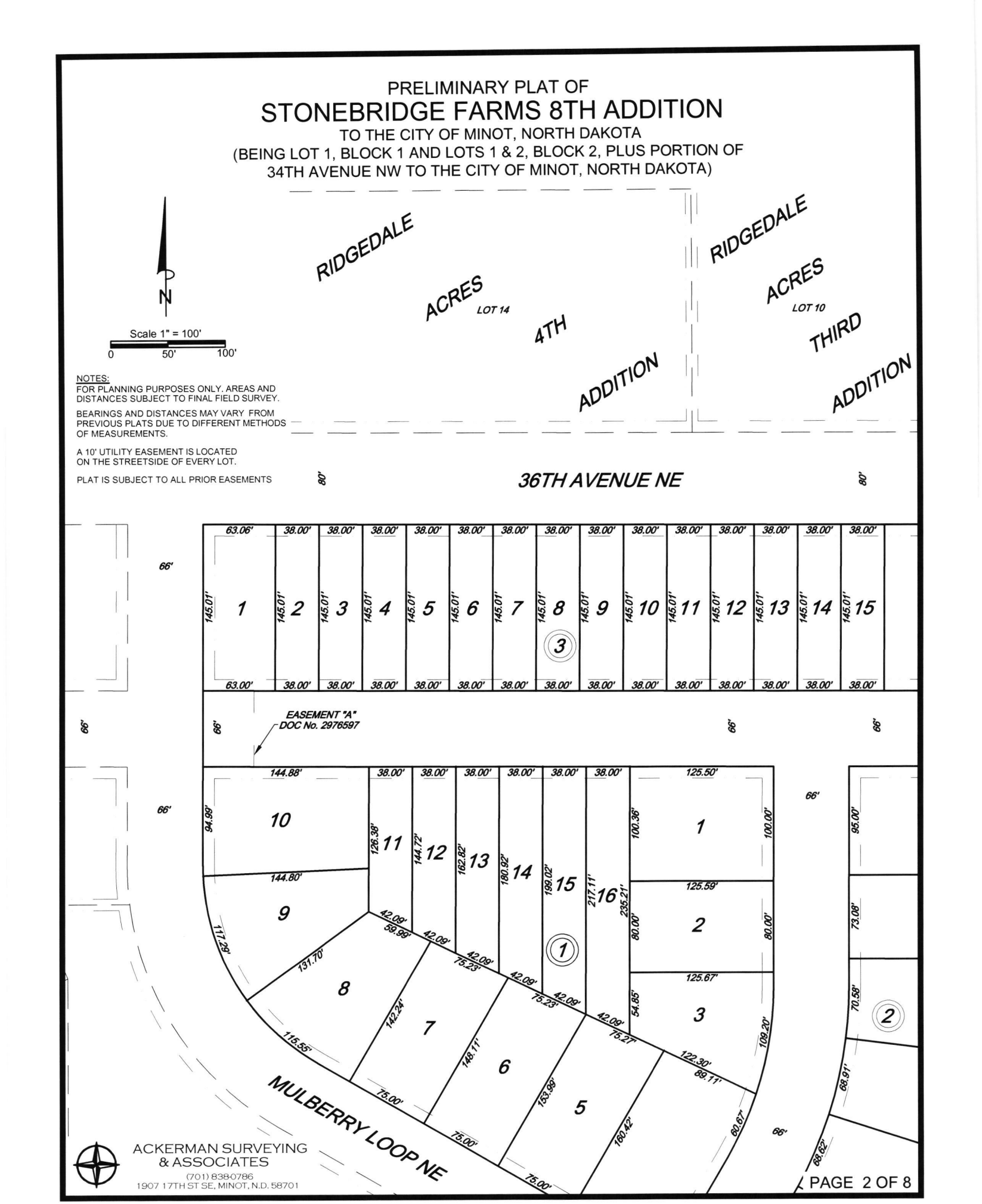
PAGE 1 OF 8

PRELIMINARY PLAT OF

STONEBRIDGE FARMS 8TH ADDITION

TO THE CITY OF MINOT, NORTH DAKOTA

(BEING LOT 1, BLOCK 1 AND LOTS 1 & 2, BLOCK 2, PLUS PORTION OF 34TH AVENUE NW TO THE CITY OF MINOT, NORTH DAKOTA)



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ACKERMAN SURVEYING & ASSOCIATES

(701) 838-0786

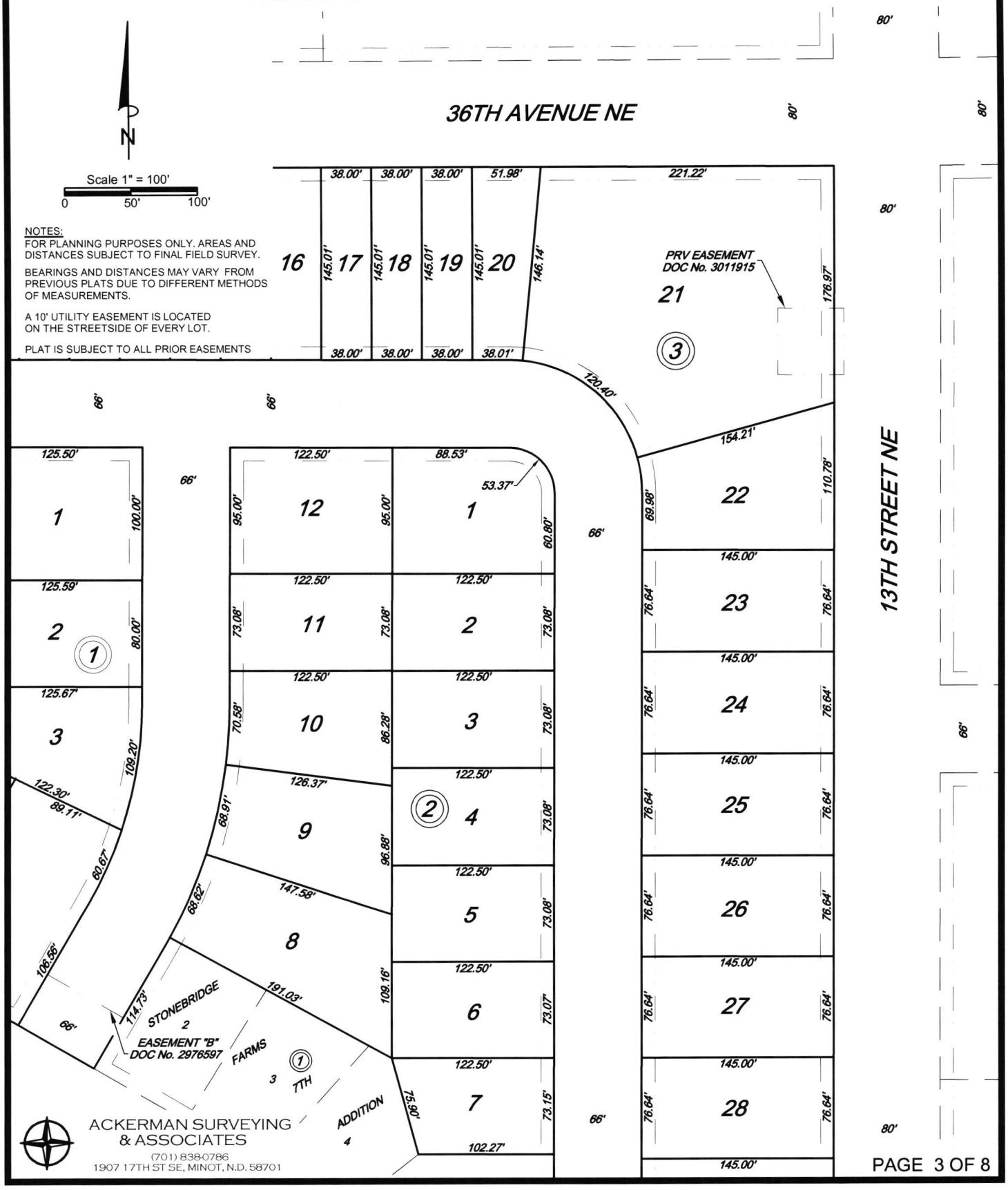
1907 17TH ST SE, MINOT, N.D. 58701

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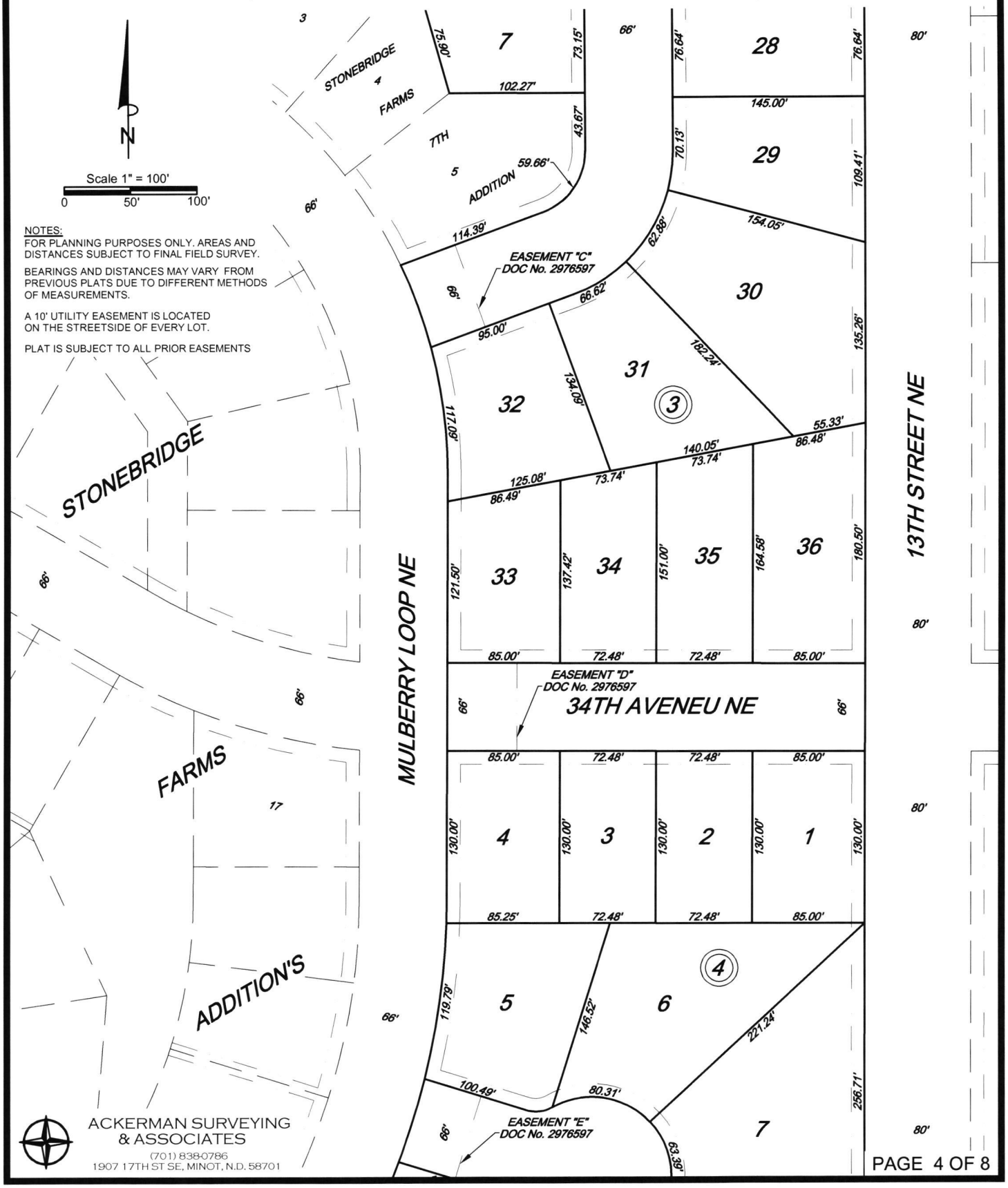


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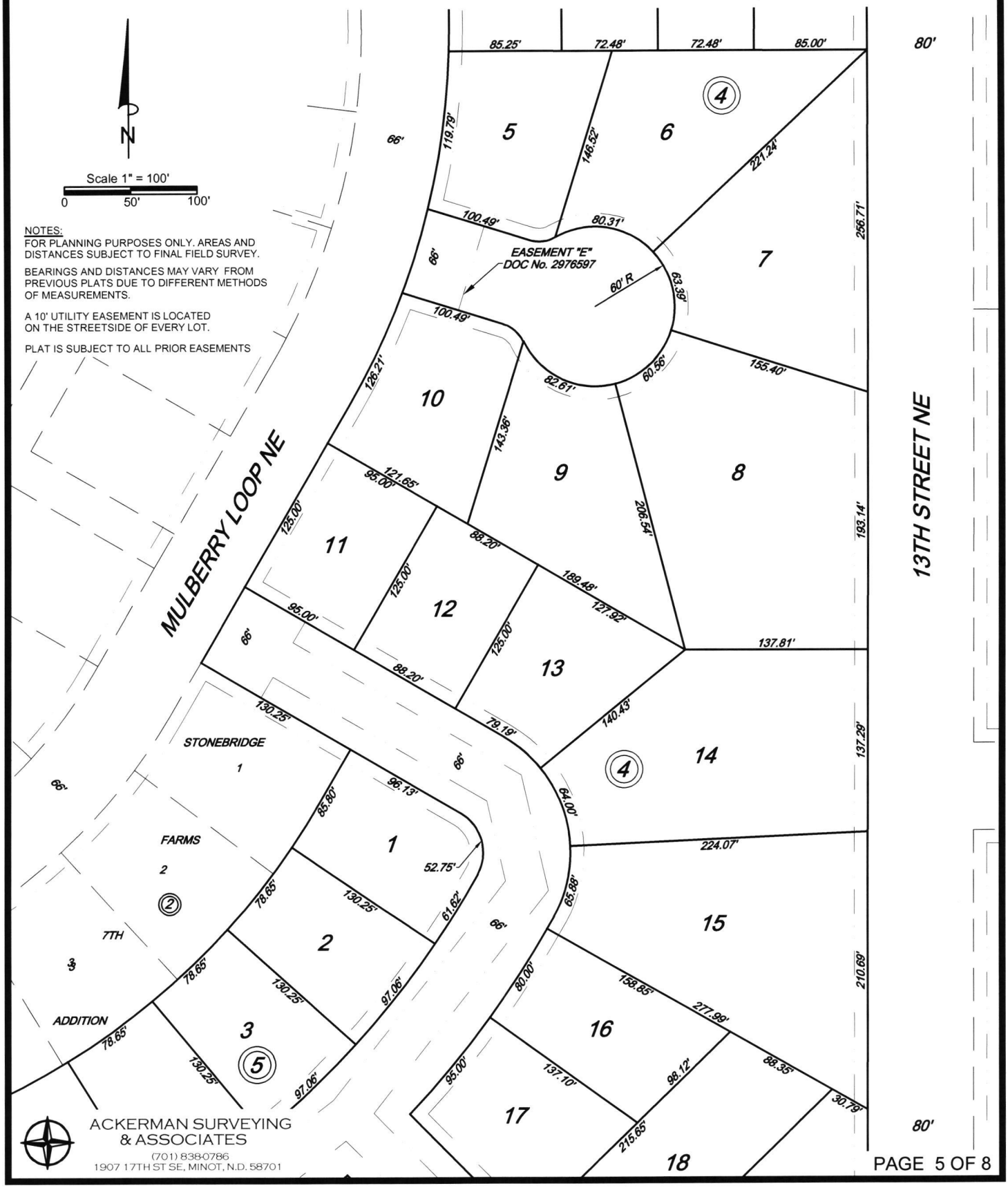


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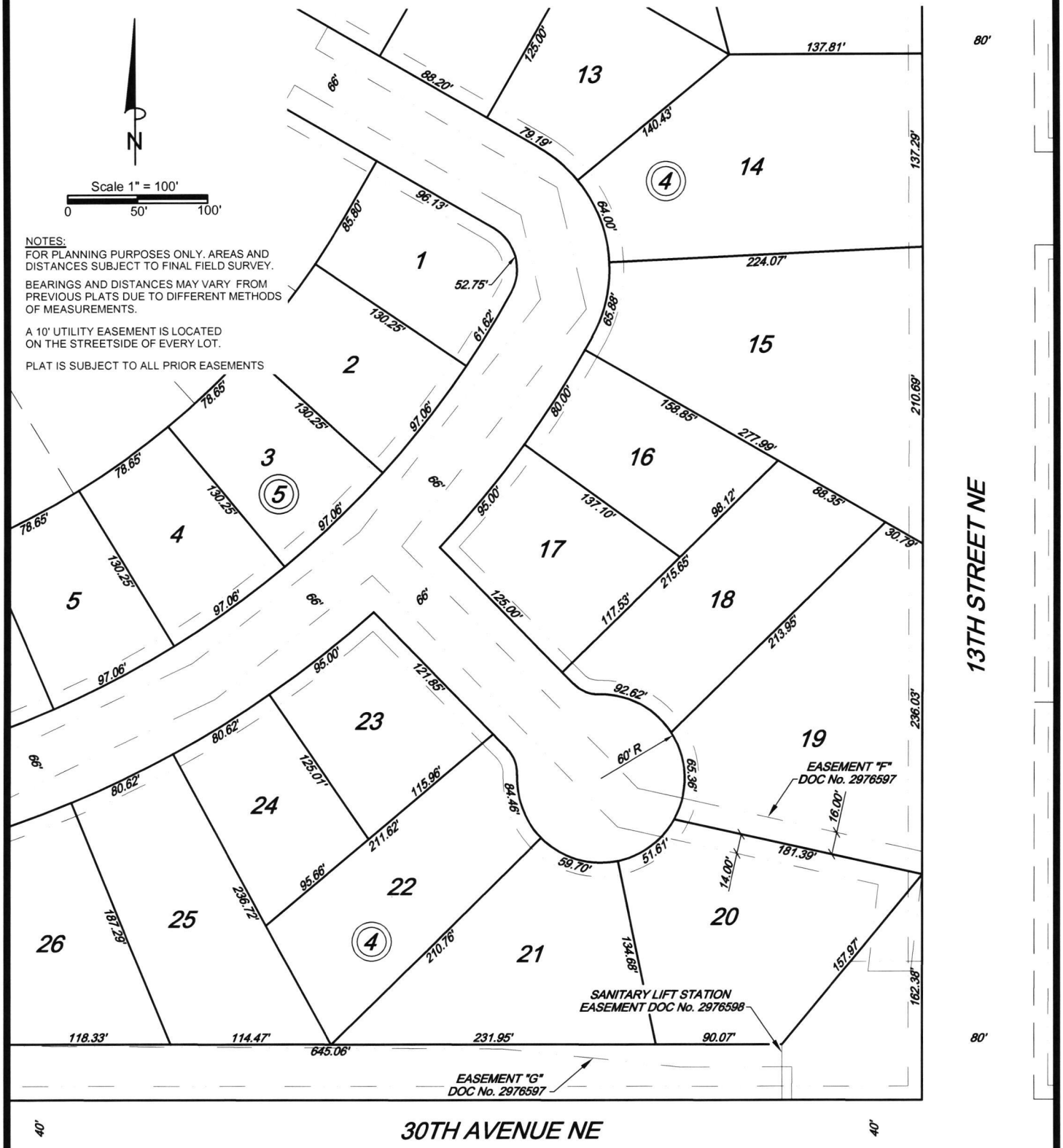
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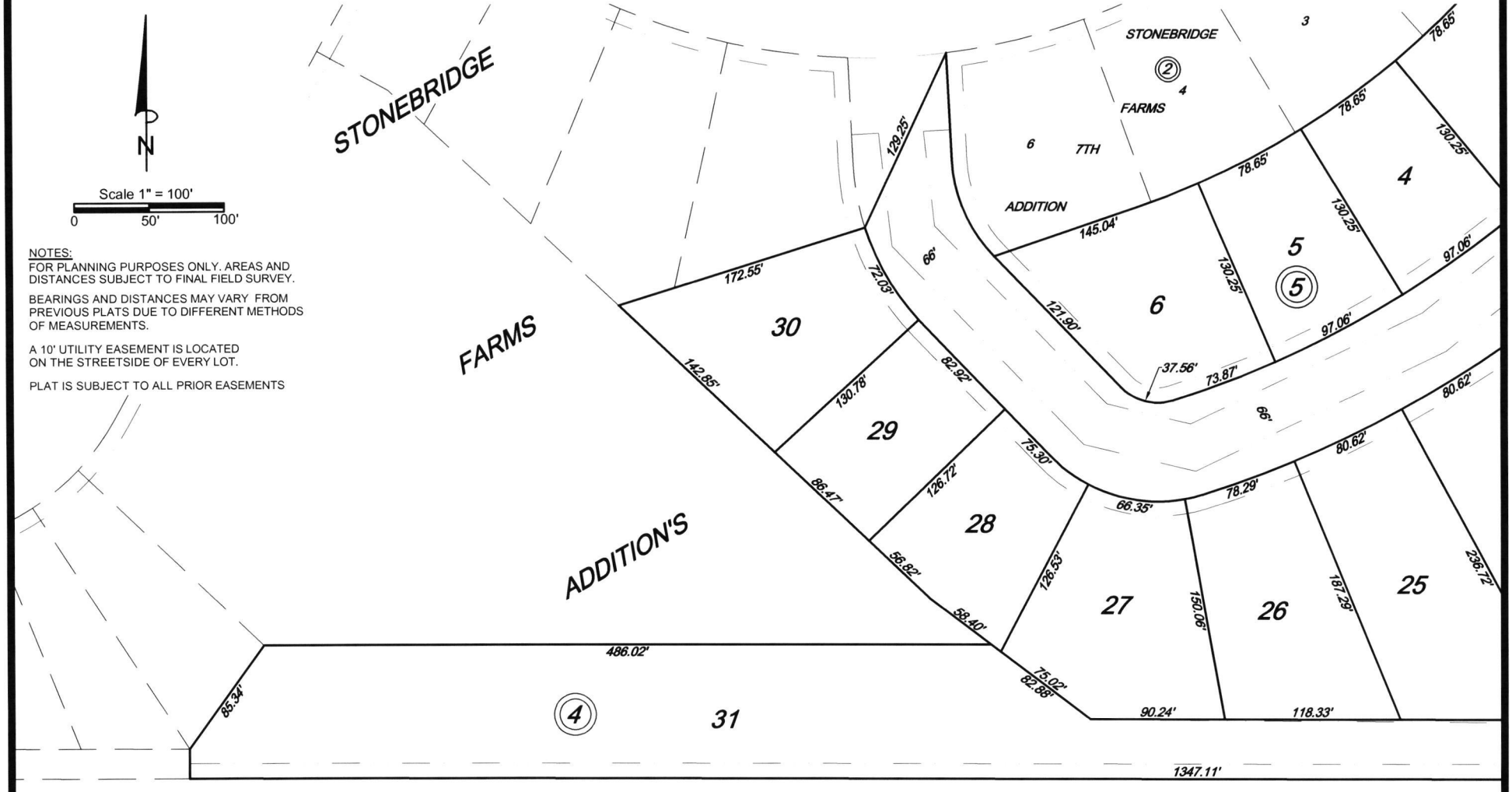
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ACKERMAN SURVEYING & ASSOCIATES

(701) 838-0786

1907 17TH ST SE, MINOT, N.D. 58701

BLOCK 1 BREAKDOWN

LOT 1, BLOCK 1 = 12562.20 SQ.FT.
LOT 2, BLOCK 1 = 10050.63 SQ.FT.
LOT 3, BLOCK 1 = 10132.00 SQ.FT.
LOT 4, BLOCK 1 = 15416.41 SQ.FT.
LOT 5, BLOCK 1 = 11769.21 SQ.FT.
LOT 6, BLOCK 1 = 11328.61 SQ.FT.
LOT 7, BLOCK 1 = 10888.01 SQ.FT.
LOT 8, BLOCK 1 = 12038.37 SQ.FT.
LOT 9, BLOCK 1 = 10685.72 SQ.FT.
LOT 10, BLOCK 1 = 13294.64 SQ.FT.
LOT 11, BLOCK 1 = 5146.48 SQ.FT.
LOT 12, BLOCK 1 = 5834.22 SQ.FT.
LOT 13, BLOCK 1 = 6521.96 SQ.FT.
LOT 14, BLOCK 1 = 7209.69 SQ.FT.
LOT 15, BLOCK 1 = 7897.43 SQ.FT.
LOT 16, BLOCK 1 = 8585.16 SQ.FT.

BLOCK 2 BREAKDOWN

LOT 1, BLOCK 2 = 11368.37 SQ.FT.
LOT 2, BLOCK 2 = 8952.79 SQ.FT.
LOT 3, BLOCK 2 = 8952.79 SQ.FT.
LOT 4, BLOCK 2 = 8952.79 SQ.FT.
LOT 5, BLOCK 2 = 8952.79 SQ.FT.
LOT 6, BLOCK 2 = 8950.86 SQ.FT.
LOT 7, BLOCK 2 = 8221.22 SQ.FT.
LOT 8, BLOCK 2 = 14103.84 SQ.FT.
LOT 9, BLOCK 2 = 11053.57 SQ.FT.
LOT 10, BLOCK 2 = 9667.29 SQ.FT.
LOT 11, BLOCK 2 = 8952.79 SQ.FT.
LOT 12, BLOCK 2 = 11630.30 SQ.FT.

BLOCK 3 BREAKDOWN

LOT 1, BLOCK 3 = 9138.97 SQ.FT.
LOT 2, BLOCK 3 = 5510.23 SQ.FT.
LOT 3, BLOCK 3 = 5510.23 SQ.FT.
LOT 4, BLOCK 3 = 5510.23 SQ.FT.
LOT 5, BLOCK 3 = 5510.23 SQ.FT.
LOT 6, BLOCK 3 = 5510.23 SQ.FT.
LOT 7, BLOCK 3 = 5510.23 SQ.FT.
LOT 8, BLOCK 3 = 5510.23 SQ.FT.
LOT 9, BLOCK 3 = 5510.23 SQ.FT.
LOT 10, BLOCK 3 = 5510.23 SQ.FT.
LOT 11, BLOCK 3 = 5510.23 SQ.FT.
LOT 12, BLOCK 3 = 5510.23 SQ.FT.
LOT 13, BLOCK 3 = 5510.23 SQ.FT.
LOT 14, BLOCK 3 = 5510.23 SQ.FT.
LOT 15, BLOCK 3 = 5510.23 SQ.FT.
LOT 16, BLOCK 3 = 5510.23 SQ.FT.
LOT 17, BLOCK 3 = 5510.23 SQ.FT.
LOT 18, BLOCK 3 = 5510.23 SQ.FT.
LOT 19, BLOCK 3 = 5510.23 SQ.FT.
LOT 20, BLOCK 3 = 6528.54 SQ.FT.
LOT 21, BLOCK 3 = 42758.21 SQ.FT.
LOT 22, BLOCK 3 = 13188.24 SQ.FT.
LOT 23, BLOCK 3 = 11112.37 SQ.FT.
LOT 24, BLOCK 3 = 11112.37 SQ.FT.
LOT 25, BLOCK 3 = 11112.37 SQ.FT.
LOT 26, BLOCK 3 = 11112.37 SQ.FT.
LOT 27, BLOCK 3 = 11112.37 SQ.FT.
LOT 28, BLOCK 3 = 11112.37 SQ.FT.
LOT 29, BLOCK 3 = 13107.46 SQ.FT.
LOT 30, BLOCK 3 = 20852.56 SQ.FT.
LOT 31, BLOCK 3 = 14893.26 SQ.FT.
LOT 32, BLOCK 3 = 13310.54 SQ.FT.
LOT 33, BLOCK 3 = 11004.98 SQ.FT.
LOT 34, BLOCK 3 = 10453.13 SQ.FT.
LOT 35, BLOCK 3 = 11437.27 SQ.FT.
LOT 36, BLOCK 3 = 14665.83 SQ.FT.

BLOCK 4 BREAKDOWN

LOT 1, BLOCK 4 = 11050.00 SQ.FT.
LOT 2, BLOCK 4 = 9422.59 SQ.FT.
LOT 3, BLOCK 4 = 9422.59 SQ.FT.
LOT 4, BLOCK 4 = 11050.79 SQ.FT.
LOT 5, BLOCK 4 = 14596.52 SQ.FT.
LOT 6, BLOCK 4 = 19228.65 SQ.FT.
LOT 7, BLOCK 4 = 24470.51 SQ.FT.
LOT 8, BLOCK 4 = 35790.52 SQ.FT.
LOT 9, BLOCK 4 = 18612.65 SQ.FT.
LOT 10, BLOCK 4 = 14794.21 SQ.FT.
LOT 11, BLOCK 4 = 11875.00 SQ.FT.
LOT 12, BLOCK 4 = 11025.40 SQ.FT.
LOT 13, BLOCK 4 = 13130.01 SQ.FT.
LOT 14, BLOCK 4 = 29527.09 SQ.FT.
LOT 15, BLOCK 4 = 32105.48 SQ.FT.
LOT 16, BLOCK 4 = 12914.90 SQ.FT.
LOT 17, BLOCK 4 = 13750.48 SQ.FT.
LOT 18, BLOCK 4 = 18084.40 SQ.FT.
LOT 19, BLOCK 4 = 29436.35 SQ.FT.
LOT 20, BLOCK 4 = 22947.11 SQ.FT.
LOT 21, BLOCK 4 = 20314.56 SQ.FT.
LOT 22, BLOCK 4 = 18271.81 SQ.FT.
LOT 23, BLOCK 4 = 12866.97 SQ.FT.
LOT 24, BLOCK 4 = 11498.76 SQ.FT.
LOT 25, BLOCK 4 = 19370.77 SQ.FT.
LOT 26, BLOCK 4 = 15966.04 SQ.FT.
LOT 27, BLOCK 4 = 16161.39 SQ.FT.
LOT 28, BLOCK 4 = 11887.60 SQ.FT.
LOT 29, BLOCK 4 = 10890.79 SQ.FT.
LOT 30, BLOCK 4 = 15150.31 SQ.FT.
LOT 31, BLOCK 4 = 86429.68 SQ.FT.

BLOCK 5 BREAKDOWN

LOT 1, BLOCK 5 = 11519.31 SQ.FT.
LOT 2, BLOCK 5 = 11443.17 SQ.FT.
LOT 3, BLOCK 5 = 11443.17 SQ.FT.
LOT 4, BLOCK 5 = 11443.17 SQ.FT.
LOT 5, BLOCK 5 = 11443.17 SQ.FT.
LOT 6, BLOCK 5 = 15507.46 SQ.FT.

ROAD R/W = 275689.24 SQ.FT.
TOTAL = 1576850.11 SQ.FT.
OR 36.20 ACRES

ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

Exhibit 3

Stonebridge Farms PUD - Letter of Intent

Stonebridge Farms 8th Addition – Lots 11-16, Block 1; Lots 1-20, Block 3

The developer is proposing to provide single-family detached housing units on lots with a minimum lot width of 38’ and lot depths ranging from 127’ to 235’, with a typical depth being 145’. Proposed building setbacks would be 25’ front, 5’ side and 20’ rear. With the exception of Lot 1, Block 3 requesting a west side setback of 15’. With the proposed buildings, rear yard depths would be a minimum of 56’, providing ample rear yard areas for the home sizes that are proposed.

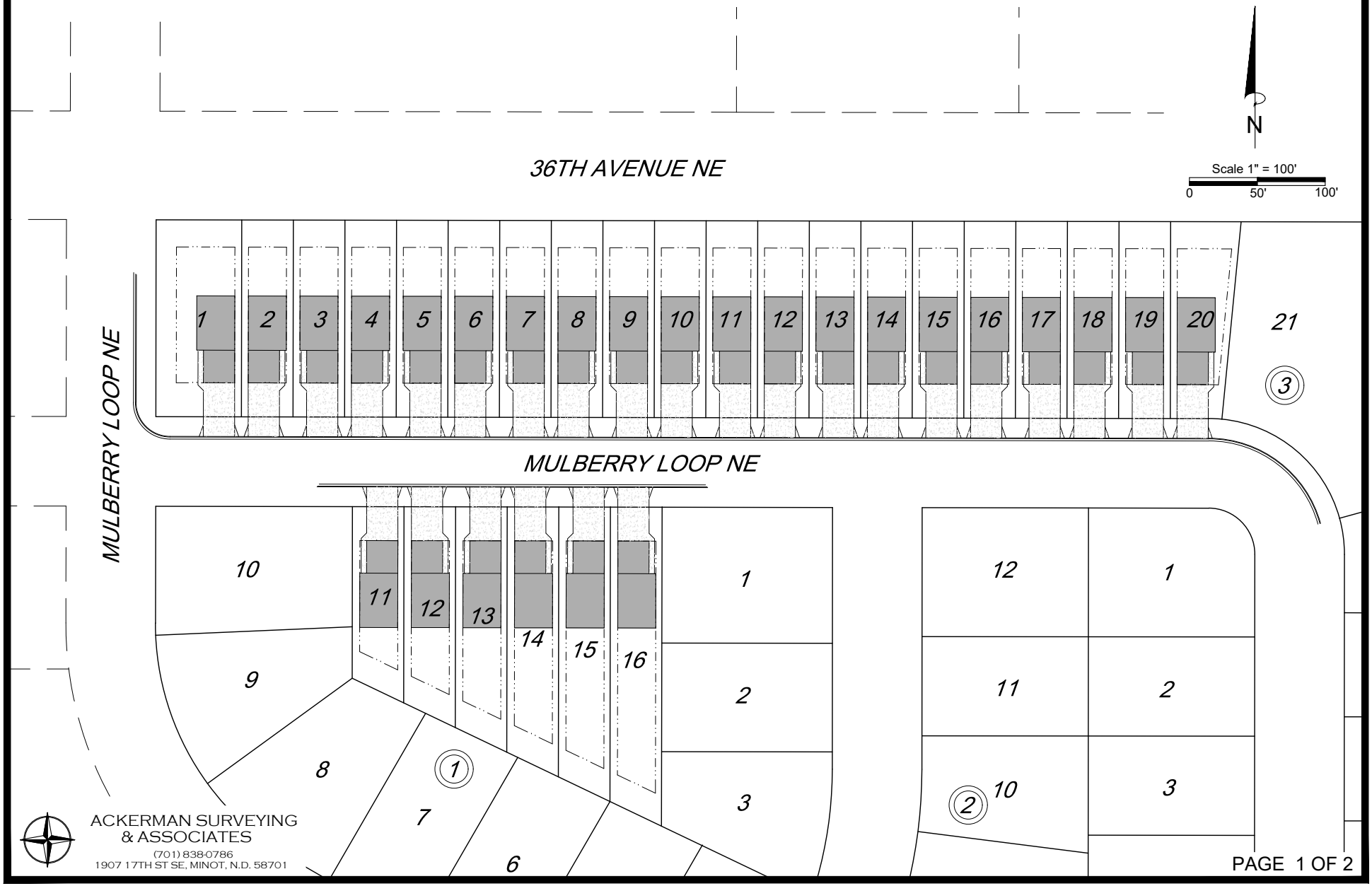
Single-family housing units would provide a small two-car garage in a 3-bedroom, 2-bathroom configuration. Potentially in two-story or slab on grade styles.

The proposed home configuration along with additional lot density could provide a more affordable single-family housing option to the City of Minot. This type of housing has not been attempted in Minot before, and the developer has been working with City Staff in attempt to pilot such a housing option. This project’s success could potentially lead to the consideration of zoning code changes to integrate this housing style into zoning codes with the potential that PUD’s wouldn’t be needed in the future.

The proposed subdivision is an extension or buildout of the current Stonebridge subdivision developed in the past 10-15 years. With parks, open spaces and other amenities already in place, the feeling is that this is a prime location for piloting such a single-family housing option.

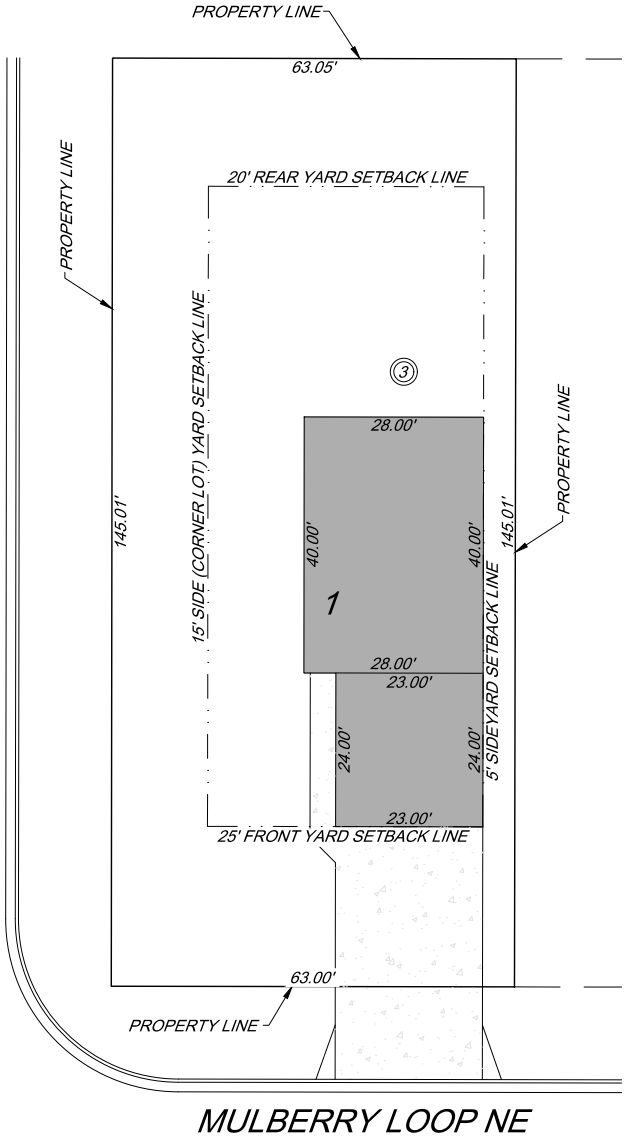
PUD ZONING

TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 11 THRU 16, BLOCK 1 AND LOTS 1 THRU 20, BLOCK 3,
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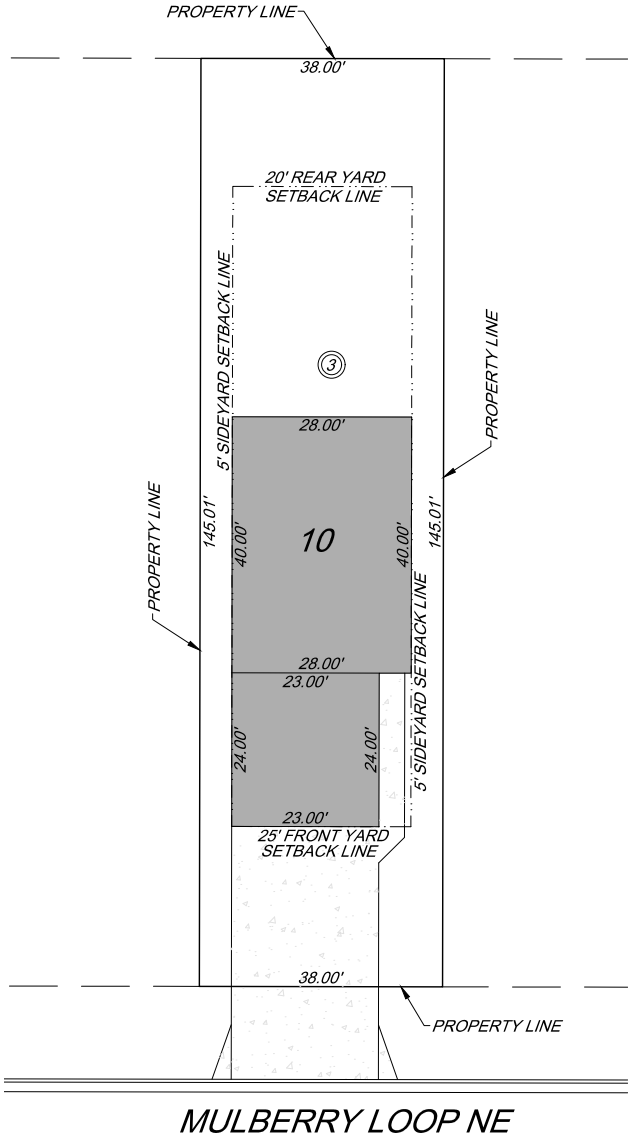
ACKERMAN SURVEYING
& ASSOCIATES
(701) 838-0786
1907 17TH ST SE, MINOT, N.D. 58701

PUD HOUSE DETAIL SHEET



CORNER LOT DETAIL

SCALE: 1" = 30'



INTERIOR LOT DETAIL

SCALE: 1" = 30'

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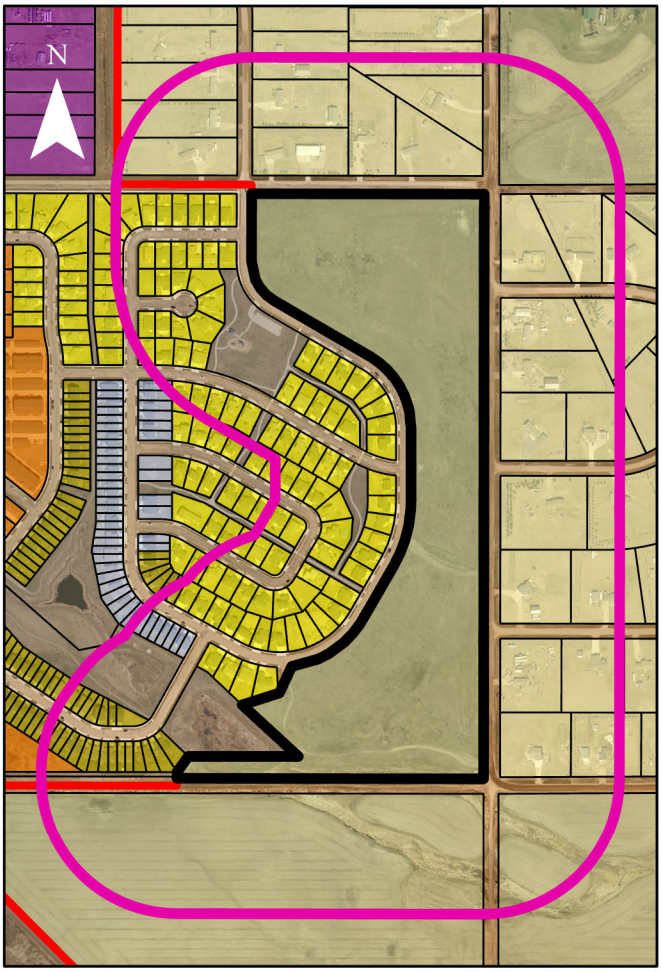
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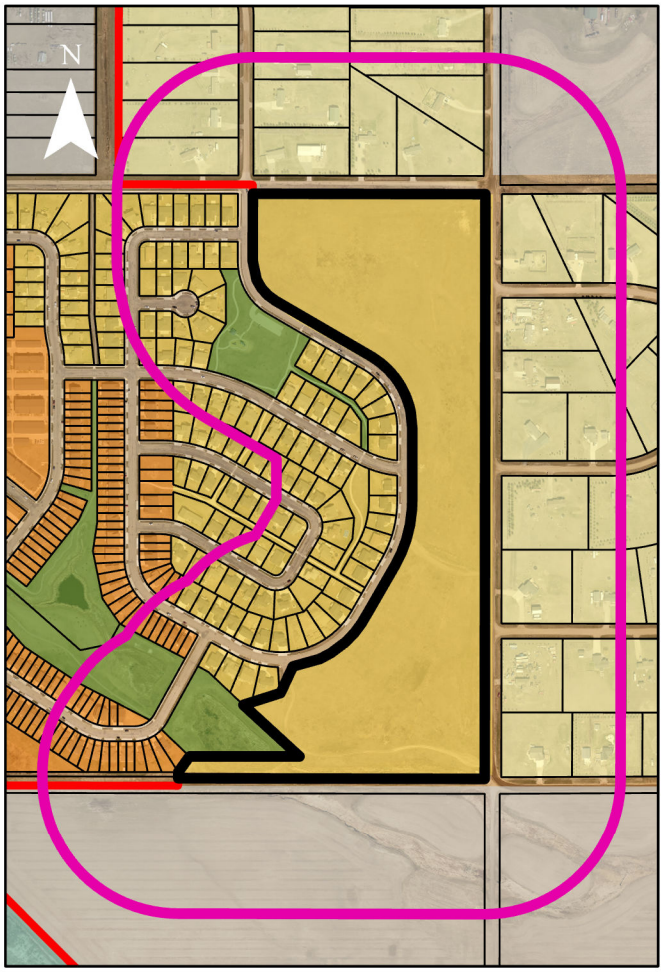
City of Minot

Exhibit 4

ZONING



FUTURE LAND USE



0 400 800 1,600 Feet

Zoning

- AG
- M1
- P
- R1
- R2
- R3
- R4
- RR

Both Maps

- Case 2026-29
- Case 2026-29 Notification Area

Land Use Type

- Public Institutional
- Suburban Residential
- Parks And Recreation
- Urban Residential
- Light Industrial
- Rural Residential
- Suburban Residential
- Light Industrial

Exhibit 5 – Site Photos





04/27/2025


OLIVE TREE LOOP
MULBERRY LOOP
PALOMINO RD NE
PATRIOT LN
PATRIOT LN
04/27/2025
© ALL EagleView Technology Corporation

Stonebridge Farms PUD - Letter of Intent

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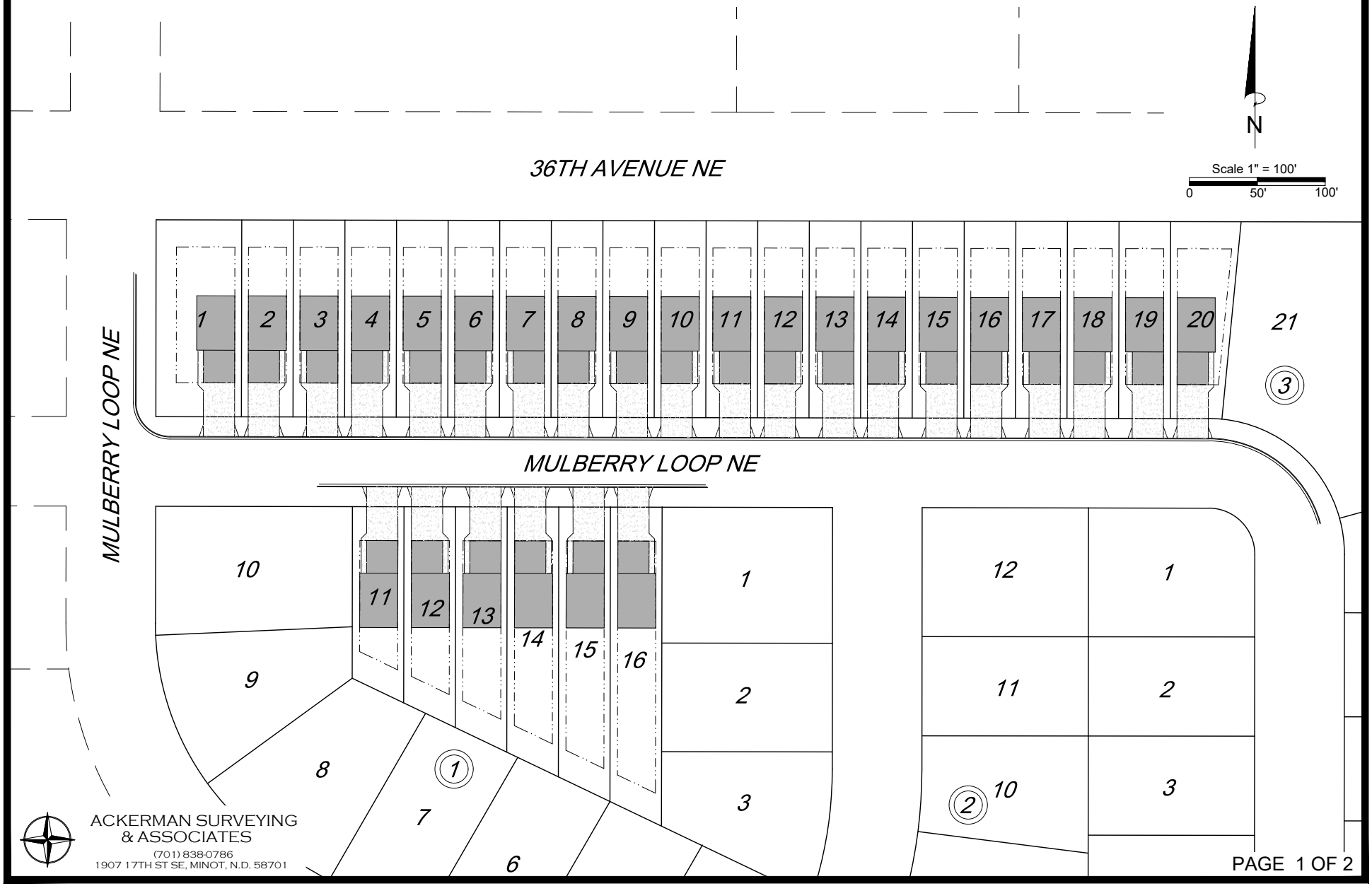
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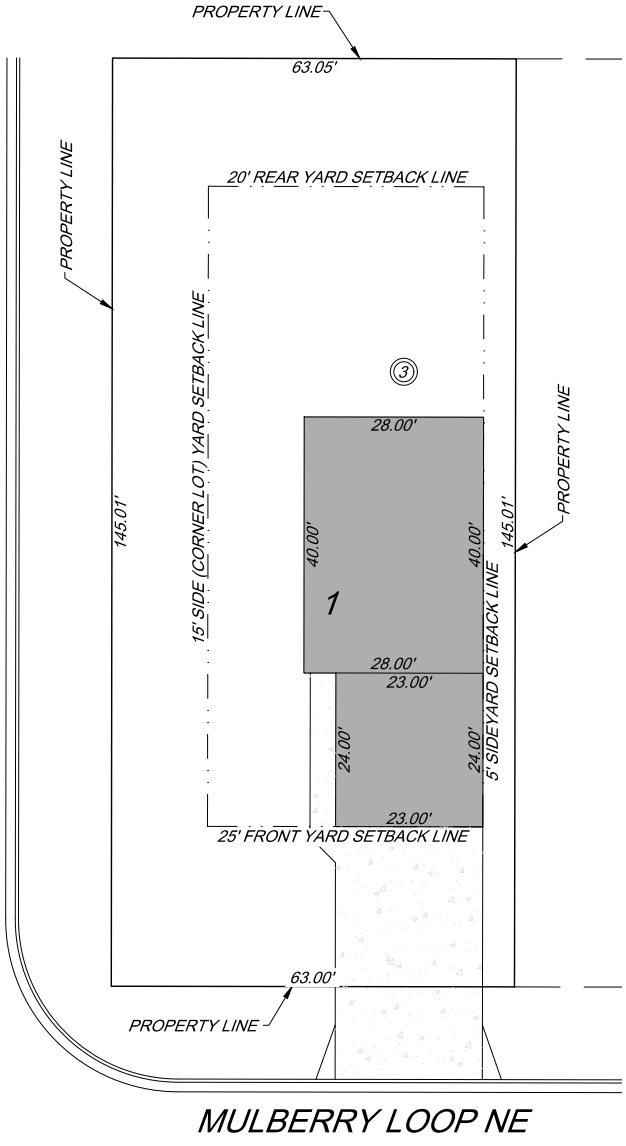
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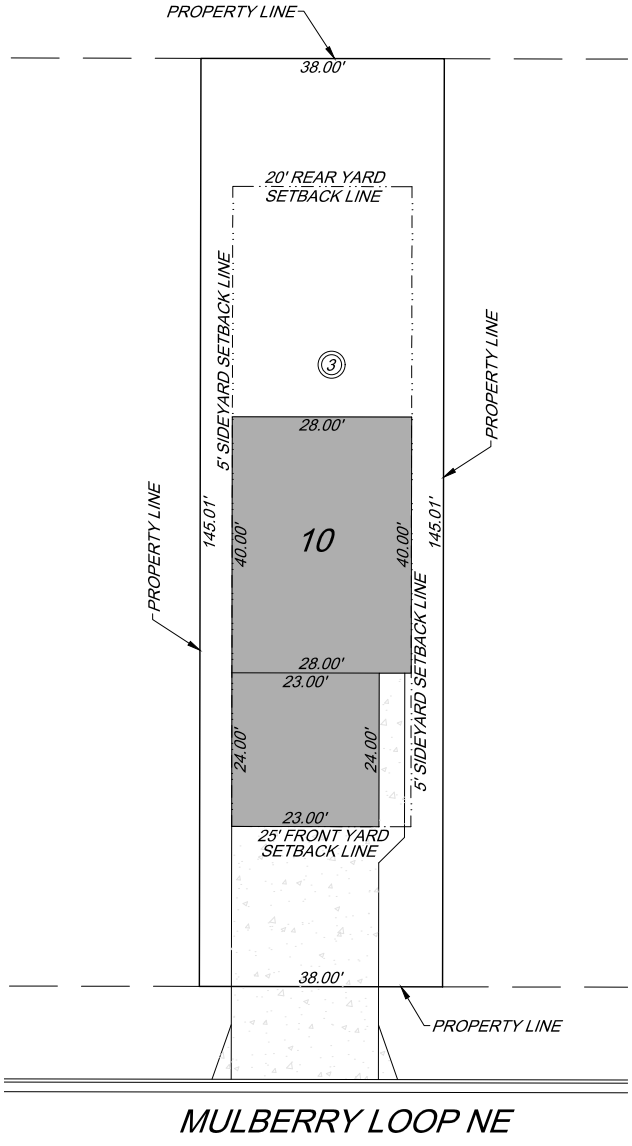
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TO: Mayor and Members of the City Council

FROM: Brian Billingsley, Community Development Director

DATE: June 1, 2026

SUBJECT: **RENAISSANCE ZONE FINAL APPROVAL: CASE NO. M-104 - 1945 SKYLINE DRIVE**

I. RECOMMENDED ACTION

It is recommended City Council approve the request and authorize staff to submit 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

Ken & Gail Momerak are requesting final approval for their Renaissance Zone project located at 1945 Skyline Dr. The State of North Dakota granted conditional approval on July 6, 2023. The Momerak's are requesting a five-year property tax abatement.

B. Proposed Project

Ken & Gail Momerak made improvements including siding, doors, roofing, roof trusses, decks, electrical, new garage, egress windows, and a concrete pad & walkway.

C. Recommendation Detail

The City Assessor has inspected the building and confirmed that the work has been completed. The Community & Economic Development Director has reviewed the invoices and canceled checks, and confirmed that the applicant has spent the minimum amount necessary to qualify for the benefit. Copies of these documents are available for the Council to review upon request.

IV. IMPACT

A. Service/Delivery Impact:

The project will extend the life and value of the property.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Send this application back to the Renaissance Zone Review Board for more information and review.

M-104

COPY

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

Ken & Gail Momerak

Applicant(s)	Business		Type of Entity
1945 Skyline Dr	Minot	ND	58703
Address	City	State	Zip
[redacted]	[redacted]		
Phone	Email		
Social Security Number	Federal Tax ID Number		

PROJECT LOCATION

Highlands Acres Second Addition Lot 65

Legal Description	Renaissance Zone Block
1945 Skyline Drive	Minot
Address	City
Primary Home	
Current Use of Property	

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
The home will be updated, new shingles, siding, windows, deck and shed on exterior and the Interior will be new flooring, paint, kitchen and bath cabinets, full remodel, new lighting.

SQUARE FOOTAGE CALCULATIONS:

Lot	Building (Total)	Basement	1st Floor	2nd Floor
12600	1176	1176	1176	

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

Revised April 2022

Date of Acquisition: 12/01/2022 Current True and Full Value: 120,000

Work to Be Done:	Estimated Costs:
Siding, versetta stone, ext doors,soffit and facia	21,000
New Roof, rafters, vents, shingles, soffit, facia and gutters	30,000
Decks - Front and back	12,000
Electrical - Exterior - garage and house lights	2,000
Concrete Pad and walkway	10,000
Landscaping & Excavating	5,000
New Garage	30,000
Two Egress windows	9,000
JN Note: Performing work themselves - no charge for labor, material costs only	

Total Estimated Cost $ 119,000.00 GM

Current True and Full Value $ 120,000.00 JN Exceeds 20% 100% (this includes interior work not listed)

Estimated Value After Improvements $ 275,000.00

Estimated Start Date: 12/01/2022 Estimated Completion Date: 12/31/2023

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 $ 15,000.00

Total Non-Participation Owner Tax Credit $

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.

GMOMERAK Digitally signed by GMOMERAK Date: 2023.03.09 16:46:26 -06'00' / Ken Momerak 12/20/2022

Signature Date

Renaissance Zone Project Checklist:

Office Use		
☑	☑	1) For residential projects, provide evidence that the home purchased is the taxpayer's primary residence.
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.
☑	☑	4) Provide an estimated start and completion date for the project (must follow approval by DCS). Started before application submitted. Previous work cannot be counted.
☐	☐	5) Include site plans, building plans and colored renderings of the elevation of the building.
☑	☑	6) Provide a break out of capital improvements.
☑	☐	7) Provide documentation that the project cost meets the City's minimum criteria.
☑	☑	8) Provide the estimated state and local tax benefit to the taxpayer of five (5) years (see your accountant).
☑	☑	9) Provide copies of receipts showing proof local real estate taxes have been paid (Ward County Treasurer 701-857-6426)
☑	☑	10) Provide evidence that the applicant is current on state taxes – Certificate of Good Standing from the State Tax Commissioner (1-800-638-2901) – May take a few weeks.
☐	☑	11) Provide Current True and Full Value (contact City Assessor 701-857-4160)

Comments:

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

Shopping Cart: 0 Items [$0.00]

New Search | Detail | Payoff | Help

Parcel #: MI111710000650

Status: Current

Type: RE

Owner: MOMERAK, KENNETH & GAIL

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2022	16506	12/06/2022	$1,612.27	12/27/2022 12/27/2022	$806.14 $725.52	PAID
2021	21533	12/01/2021	$694.07	1/3/2022 1/3/2022	$347.04 $312.33	
2020	16796	12/08/2020	$643.03	1/6/2021 1/6/2021	$321.52 $289.36	
2019	17178	12/13/2019	$653.45	12/31/2019 12/31/2019	$326.73 $294.05	
2018	16997	12/11/2018	$633.30	1/9/2019 1/9/2019	$316.65 $284.98	
2017	17103	12/15/2017	$934.61	1/15/2018 1/15/2018	$467.31 $420.57	
2016	18396	12/19/2016	$929.70	1/25/2017 1/25/2017	$464.85 $418.36	
2015	1932	12/16/2015	$1,066.99	1/31/2016 1/31/2016	$533.51 $480.13	
2014	2539	12/19/2014	$1,021.19	1/28/2015 1/28/2015	$510.62 $432.38	
2013	2048	12/13/2013	$1,426.73	1/29/2014 1/29/2014	$713.37 $642.01	

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

Note: The accuracy of this data is not guaranteed.
Web data was last updated 03/13/2023 11:00 AM.

Send Payments To:

Ward County Treasurer
PO Box 5005
Minot, ND 58702

tyler technologies

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

March 15, 2023

Ref: L1972339840

KENNETH J. MOMERAK
1945 SKYLINE DR
MINOT ND 58703-1356

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: KENNETH J. MOMERAK
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

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

DATE: April 20, 2026

TO: Renaissance Zone Review Board

FROM: Ryan Kamrowski, City Assessor

REFERENCE: Renaissance Zone Project located at 1945 Skyline Dr., application by Ken & Gail Momerak.

I have been asked to confirm the completion of improvements detailed in the Renaissance Zone Application M-104.

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

On May 18, 2026, 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 attended the ALPR Committee meeting, 1:1 meetings with the City Manager and City Attorney, the Minot Fire Department and Dispatch Ceremony, the Uniss Cosmetology School Grand Opening, a welcoming at the Shrine Circus, a MACEDC Board Meeting, and participated in a Fire Department immersion day.

PROCLAMATION

Mayor Jantzer proclaimed May 17–23, 2026 National Public Works Week.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council and provided a brief update on the budget process.

CONSENT ITEMS

The motion to approve consent items 5.1-5.8, 5.10-5.14 and 5.16 with the recommended actions was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES - Approved the minutes of the May 4, 2026, Regular City Council meeting.

ORDINANCES - Approve the following ordinances on second reading:

1. Ordinance No 6195 - 2026 BA - Facade Improvement (FI-20)
2. Ordinance No 6196 - Zoning Map Amendment - Northridge Villas 2nd Addition

ADMINISTRATIVE APPROVALS - Ratify the following administratively approved requests:

1. X-Family Fundraising to conduct a raffle on May 16, 2026, at Minot North High School (2100 21st Ave NW).
2. Souris Valley United Way to conduct a raffle on May 2, 2026, at North Hill Bowl (1901 N Broadway).
3. Special Event Permit for the Dakota Lounge (1525 31st Ave SW).
4. Two Special Event Permits for Arny's 2.0 (12 3rd St SE).
5. Eleven Special Event Permits for The Spot (6 2nd St NE).
6. Eight Special Event Permits for The Pour Farm (201 37th Ave SW).

GAMING SITE AUTHORIZATIONS RENEWALS - Approve the following gaming site authorizations for the following organizations to conduct games of chance during the license year of July 1, 2026, through June 30, 2027, at the following locations:

- American Foundation for Wildlife
  - Landing Bar & Bottleshop (2015 N Broadway)
- Dakota Rattlers Wrestling Club
  - Beowulf Golf Course (1912 Valley Bluffs Dr)
- Bishop Ryan Catholic School
  - Bishop Ryan Catholic School (316 11th Ave NW)

    - Bones BBQ Smokehouse & Grill (437 N Broadway)
- Companions for Children
    - Mi Mexico (3816 S Broadway)
    - The Blue Rider (118 1st Ave SE)
    - Buffalo Wings and Rings (910 24th St SW)
    - Buffalo Wild Wings (3820 S Broadway)
- Our Redeemer’s Lutheran Brethren Church
    - Our Redeemer's Christian School (700 16th Ave SE)

CASE #2026-35 - LOTS 1-3 OF TALON POINT 2ND ADDITION - MINOR PLAT - Approve the Minor Plat as proposed in Attachment A.

CASE #2026-36 - LOT 1, BLOCK 7, NAPA VALLEY 22ND ADDITION - MINOR PLAT - Approve the Minor Plat as shown in Attachment A.

2028 BEL AIR & LONGFELLOW SAFE ROUTES TO SCHOOL (SRTS) REJECTION OF GRANT (4985) - Reject the Transportation Alternatives Grant from the NDDOT for the 2028 Bel Air and Longfellow SRTS project.

CASE #2026-38 - ELMWOOD 2ND ADDITION - MINOR PLAT - Approve the Minor Plat as shown in Attachment A.

AIRPORT GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MINOT AND JADE AVIATION LLC - Approve the Ground Lease and Hangar Development contract between City of Minot and Jade Aviation LLC contingent upon City Permit approval; and authorize the Mayor to sign the lease agreement.

AIRPORT DITCH STABILIZATION PROJECT — AWARD OF BID AND CONSTRUCTION ADMINISTRATION/OBSERVATION SERVICES CONTRACT (AIG 3-38-0037-078-2026) - Authorize City staff to accept the lowest compliant bid from Wagner Construction, Inc. for the Airfield Ditch Stabilization project for which bids were opened on April 30, 2026, contingent on grant funding; approve the contract for construction administration and oversight with Short Elliott Hendrickson Inc. (SEH) for the Airport Ditch Stabilization project contingent on grant funding; direct staff to apply for the funding; Accept the grant funding if awarded; and authorize the Mayor, Airport Director, and City Attorney to sign contracts, grants, and applicable documents on behalf of the City of Minot.

AIRPORT ADVERTISING STANDARD AGREEMENT TEMPLATE - Approve the standard advertising agreement; authorize the Mayor and Finance Director to sign the standard advertising agreements; and direct staff to report on the standard advertising agreements entered into at the next Council meeting following execution of the agreement.

EMT STUDENT PRACTICUM WITH TRINITY AMBULANCE - Approve the agreement and authorize the Mayor to sign.

NOTICE OF FEDERAL INTEREST - MREFPP PHASE MI-5A DCIP GRANT - Approve the notice of federal interest and authorize the Mayor to sign.

CONTRACT FOR THE RECORD - PULLED

MINOT POLICE STATION REMODEL MASTER SERVICE AGREEMENT AND REMODEL SERVICE ORDER - Approve the Minot Police Department Building Remodel Master Services Agreement and Remodel Service Order and authorize the Mayor to sign both documents.

ADOPT THE 2027-2031 CAPITAL IMPROVEMENT PLAN (4979)

The motion to adopt the 2027-2031 Capital Improvement Plan was initiated by City Council Member Fuller, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ACTION ITEMS

SUNSET BOULEVARD DEVELOPMENT AGREEMENT & ASSESSMENT DISTRICT - PULLED

POLICE DEPARTMENT HANDGUN REPLACEMENT PROJECT

The motion to approve the recommended action 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.

The recommended action included:

1. Approve the purchase of 118 SIG Sauer M18 handguns with mounted optics for the Police Department;
2. Approve the purchase of 118 SIG Foxtrot 2R mounted weapon lights;
3. Approve the purchase of 108 Alien Gear Rapid Force Level 3 Duty Holster holsters with Axon attachment capability;
4. Authorize the trade-in of 130 existing SIG Sauer P320 handguns at the negotiated value of $19,500;
5. Approve the budget amendment on first reading; and
6. Authorize the Police Department and City staff to execute all documents necessary to complete the purchase and related equipment transition.

RULES OF ORDER ORDINANCE - SECOND READING

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

ASSISTANT CITY ATTORNEY CONTRACT - LEGISLATIVE MATTERS

The motion to direct city staff to negotiate and draft a contract with Terry Effertz and Effertz Law was initiated by City Council Member Blessum, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Scott Samuelson; nays: Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner. The motion failed.

The motion to award the contract to Goettle Law, PLLC and authorize the Mayor, Finance Director and City Clerk to sign the contract was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Mike Blessum, Rob Fuller, Scott Samuelson. The motion passed.

MSU APPRENTICE TUITION BUDGET AMENDMENT

The motion to approve the budget amendment from the PD Temp/Part-time line and cash reserves to fully fund the MSU Apprenticeship program was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BUDGET AMENDMENT — HVAC REPAIR

The motion to approve the attached budget amendment for HVAC repair was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERKETT DITCH IMPROVEMENTS PHASE 2 - BUDGET AMENDMENT AND AWARD OF BID (4751.1)

The motion to approve the budget amendment on first reading; award the Perkett Ditch Improvements Phase 2 to the low bidder, Steen Construction, in the amount of $85,816.00; and authorize the Mayor and staff to sign applicable agreements and documentation was initiated by City Council Member Olson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

MINOT PD K9 DOOR POPPER DONATION ACCEPTANCE

The motion to accept the “701 K9 Project Grant” & approve the budget amendment on the first reading authorizing the Mayor to sign any applicable documentation was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PERSONAL APPEARANCES

Tom Warsocki asked for information to be placed on the agenda in the memo for the purchase of items. Josiah Roise discussed potential budgeting opportunities. Billi Gunderson spoke to the City Council about ADA requirements.

MISCELLANEOUS AND DISCUSSION ITEMS

There were no miscellaneous and discussion items.

LIAISON REPORTS

Alderman Hayes attended the 2nd Quarter Liaison meeting, a Minot Park District sales tax informational meeting, the Minot Fire Department and Dispatch Ceremony, and the Uniss Grand Opening. Alderman Fuller attended an LEPC meeting and Library Board budget meetings. Alderman Samuelson attended the Committee on Childcare meeting and the Minot Fire Department and Dispatch Ceremony. Alderman Pitner attended a Special Event Permit discussion. Alderman Blessum attended a Minot Commission on Aging meeting and an ALPR Committee meeting. Alderwoman Olson attended a CDMPO meeting, a SBPC Loan Committee meeting, a Committee on Childcare meeting, a Liaison Committee meeting, and the panel interviews for the Special City Attorney on legislative matters.

ADJOURNMENT

The motion to adjourn the meeting at 6:47 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

ORDINANCE NO: 6198

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT OFFICE FURNITURE & EQUIPMENT EXPENDITURES AND GENERAL FUND REVENUES FOR HANDGUN REPLACEMENT, USING NON-FEDERAL ASSET FORFEITURE FUNDS.

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

§1: Amend the 2026 annual budget to increase the police department Office Furniture & Equipment expenditures and general fund revenues for handgun replacement, using non-federal asset forfeiture funds:

10021000-46102	2021210001	$98,227
10000000-39210	2021210001	19,500

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

PASSED FIRST READING: May 18, 2026

PASSED SECOND READING: June 1, 2026

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

ORDINANCE NO: 6199

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO DECREASE THE POLICE DEPARTMENT TEMPORARY & PART-TIME EMPLOYEES EXPENDITURES AND INCREASE SOCIAL SECURITY, MEDICARE, AND TUITION REIMBURSEMENT EXPENDITURES FOR THEIR PARTNERSHIP WITH THE MINOT STATE UNIVERSITY CRIMINAL JUSTICE PROGRAM.

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

§1: Amend the 2026 annual budget to decrease the police department Temporary & Part-time Employees expenditures and increase Social Security, Medicare, and Tuition Reimbursement expenditures for their partnership with the Minot State University Criminal Justice program.

10021000-41200		($35,668)
10021000-42200		5,145
10021000-42210		1,203
10021000-42400		40,000

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

PASSED FIRST READING: May 18, 2026

PASSED SECOND READING: June 1, 2026

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

ORDINANCE NO: 6200

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE PROPERTY MAINTENANCE HVAC REPAIR AND MAINTENANCE EXPENDITURES FOR A REPAIR AT THE PUBLIC WORKS-ENGINEERING BUILDING AND APROVE THE USE OF GENERAL FUND CASH RESERVES.

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

§1: An ordinance amending the 2026 annual budget to increase the property maintenance HVAC repair and maintenance expenditures for a repair at the Public Works-Engineering Building, using general fund cash reserves:

10044000-44322		$10,000

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

PASSED FIRST READING: May 18, 2026

PASSED SECOND READING: June 1, 2026

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

ORDINANCE NO: 6201

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE STORM SEWER MAINTENANCE EXPENSES FOR PERKETT DITCH IMPROVEMENTS PHASE II AND OTHER STORM SEWER CATCH BASIN PROJECTS AND APROVE THE USE OF FUND CASH RESERVES.

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

§1: An ordinance amending the 2026 annual budget to increase the storm sewer maintenance expenses for Perkett Ditch Improvements Phase II and other storm sewer catch basin projects, using fund cash reserves:

14059000-44503		$470,000

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

PASSED FIRST READING: May 18, 2026

PASSED SECOND READING: June 1, 2026

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

ORDINANCE NO: 6202

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE POLICE DEPARTMENT FURNITURE & EQUIPMENT EXPENDITURES AND CONTRIBUTIONS & DONATIONS REVENUE FOR A DONATION RECEIVED.

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

§1: Amend the 2026 annual budget to increase the Police Department Furniture & Equipment expenditures and contributions & donations revenue for a donation received:

10021000-46102		$5,300
10000000-36400		5,300

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

PASSED FIRST READING: May 18, 2026

PASSED SECOND READING: June 1, 2026

APPROVED:

ATTEST:

_____
Mark Jantzer, Mayor

_____
Mikayla McWilliams, City Clerk

TO: To Whom It May Concern

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief

DATE: June 1, 2026

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. **Trinity Health Foundation to conduct a raffle on August 14, 2026, at Dakota Square Arco (1520 24th Ave SW).**
2. **Minot Pink Ladies to conduct a raffle on May 15-16, 2026, at Minot Moose Lodge (400 9th St SW).**
3. **1, 2, 5 Motorcycle Club to conduct a raffle on September 12, 2026, at the Rockin Horse (2625 E Burdick Exwy).**
4. **Special Event Permit for Mi Mexico (3816 S Broadway).**
5. **Special Event Permit for Arny's 2.0 (12 3rd St SE).**
6. **Two Special Event Permits for The "O"riginal (720 N Broadway).**
7. **Four Special Event Permits for the Blue Rider (118 1st Ave SE).**

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.

Department: Airport	
Name	**Gross Pay**
Andreasen, Eric Thomas	$ 2,015.31
Baier, Jamison T	$ 4,390.73
Ballard, Alexander F	$ 3,580.97
Brock, Vanessa M	$ 5,595.27
Choi, Alex M	$ 6,210.98
Clark, Benjamin P	$ 4,982.33
Davis, Brandon	$ 5,936.93
Depriest, Isaac	$ 4,688.96
Draper, David	$ 5,273.73
Eckman, Jennifer	$ 12,904.88
Hunter, Kyle James	$ 3,259.03
Kaminski, Thomas	$ 3,942.06
Long, Jessica	$ 6,918.96
Molloy, Danielle Elisabeth	$ 3,830.47
Moody, Sharon	$ 4,547.77
Norby, Judy	$ 4,449.96
Ortiz-Pabon, Nelson	$ 4,436.43
Rafala, Michael	$ 6,239.80
Romanick, Maria C	$ 7,269.21
Sanders, Sean Edward	$ 1,202.25
Smith, Mary C	$ 3,148.74
Takashige, Alec N	$ 5,404.38
Taylor, Kenneth Allen	$ 3,552.35
Urban, Randy N	$ 3,823.19
Young, Andrew Lawrence	$ 1,207.20
Totals for Department Airport	
Total	$ 118,811.89

Department: Assessors	
Name	**Gross Pay**
Druse, Damon	$ 8,697.79
Feller, Taylor Rae	$ 4,320.24
Kamrowski, Ryan L	$ 9,776.34
Lovelace, Daniel D	$ 7,091.94
Maragos, Sheila M	$ 7,450.92
Nelson, Chelsy	$ 4,547.08
Totals for Department Assessors	
Total	$ 41,884.31

Department: Cemetery	
Name	**Gross Pay**

Name	Gross Pay
Anaya, Jessyca Breeann	$ 2,413.90
Roteliuk, Rondel R	$ 563.20
Schneider, Tina	$ 1,234.84
Vennes, Jonathon R.	$ 2,837.99
Walters, Kasper Haisch	$ 423.65
Wiggins, Kaitlynn	$ 2,172.82
Zietz, Nicholas	$ 3,180.00
Totals for Department Cemetery	
Total	$ 12,826.40

Department: City Attorney	
Name	**Gross Pay**
Henjum, Nathaniel	$ 4,896.19
Hintz, Rebekkah Jewel	$ 4,120.24
Schmitz, Nick	$ 8,249.56
Stalheim, Stefanie	$ 12,191.88
Wallace, Terrence Jasper	$ 6,585.64
Totals for Department City Attorney	
Total	$ 36,043.51

Department: City Council	
Name	**Gross Pay**
Blessum, Michael	$ 1,190.00
Fuller, Robert M	$ 1,190.00
Hayes, Michael	$ 1,190.00
Jantzer, Mark J	$ 1,500.00
Olson, Lisa M	$ 1,190.00
Pitner, Paul	$ 1,190.00
Samuelson, Scott A.	$ 1,190.00
Totals for Department City Council	
Total	$ 8,640.00

Department: City Manager	
Name	**Gross Pay**
Joyce, Thomas C	$ 16,420.92
McWilliams, Mikayla	$ 7,092.24
Stein, Jeanne	$ 7,233.78
Totals for Department City Manager	
Total	$ 30,746.94

Department: City Shop	
Name	**Gross Pay**

Name	Gross Pay
Bradford, Emil	$ 4,583.96
Headrick, Jesse	$ 4,085.87
Hermanson, Brook A	$ 6,852.98
Hughbanks, Brian	$ 4,426.31
Ortmann, Donald G	$ 6,319.62
Rivera, Frank R	$ 4,996.35
Schaubroeck, April S	$ 4,203.04
Schmidt, Charles Joseph	$ 8,023.91
Smith, Zachary Thomas	$ 4,015.18
Totals for Department City Shop Total	$ 47,507.22

Department: Dispatch	
Name	**Gross Pay**
Alves, Jeanne E	$ 6,639.43
Brown, Justice	$ 4,884.14
Buchweitz, Savanah Raelyn	$ 3,968.30
Christie, Sean A	$ 7,773.89
Evans, Amy	$ 4,397.11
Fahy, Wayne W	$ 6,217.02
Gutierrez, Monique Adriana	$ 3,747.67
Haugan, Margaret H	$ 7,984.78
Jones, Chloe G	$ 4,591.20
Lausch, Jacqueline	$ 6,429.72
Lonis, Ashleigh	$ 5,868.85
Newman, Samantha	$ 4,950.12
Pletcher, Larkyn Anna	$ 4,503.94
Roehm, Brandi	$ 4,029.82
Yost, Braydon Gage	$ 4,516.64
Totals for Department Dispatch Total	$ 80,502.63

Department: Engineering	
Name	**Gross Pay**
Erickson, Aleesha L	$ 7,536.90
Foley, Taylor	$ 5,273.74
Geigle, Brianna Paige	$ 5,820.72
Hernandez, Gabriel	$ 2,321.60
Hoffart, Jesse	$ 7,450.92
Huettl, Emily	$ 9,728.69
King, Matthew R	$ 7,269.21
Meyer, Lance E	$ 12,681.08
Ramos, Nicole	$ 6,115.39
Ravula, Pravalika	$ 4,660.65

Name	Gross Pay
Romann, Alicia A	$ 5,820.60
Stafford, Serena Mariella	$ 945.00
Steckler, Thomas E	$ 8,023.91
Vorgitch, Julia	$ 4,896.19
Totals for Department Engineering	
Total	$ 88,544.60

Department: Finance	
Name	**Gross Pay**
Burns, Callie S	$ 6,918.96
Grabow, Randi L	$ 5,730.24
Lakefield, David	$ 13,442.64
Nerem, Laurisa	$ 5,019.15
Nishek, Laurie	$ 5,778.72
Olson, Jaelee	$ 5,273.74
Schmidt, Susan	$ 5,540.24
Shefstad, Brittany J	$ 6,268.26
Shelkey, Melody L	$ 8,048.91
Van Grinsven, Kristin	$ 6,750.18
Variste, Jeanny	$ 4,779.96
Zeece, Holly	$ 5,820.72
Zelinski, Jenna M	$ 8,881.91
Totals for Department Finance	
Total	$ 88,253.63

Department: Fire - Administration	
Name	**Gross Pay**
Babinchak, Jason A	$ 9,078.34
Brown, Robby	$ 6,774.82
Burns, Austin T	$ 9,103.34
Emery, Anik R.	$ 364.57
Hammer, Stuart	$ 6,868.96
Hardy, Glen A	$ 9,753.69
Klein, Adam Jerome	$ 6,750.18
Kronschnabel-Dostert, Kelli	$ 13,417.64
Maxwell, Mason W	$ 9,728.69
Seifert, Travis J	$ 7,333.82
Weber, Brent A	$ 10,269.72
Totals for Department Fire - Administration	
Total	$ 89,443.77

Department: Fire Control	
Name	**Gross Pay**

Name	Gross Pay
Aasen, Jerad Eugene	$ 3,973.68
Ahles, Michael Thomas	$ 5,150.16
Allen, Scott	$ 5,343.96
Anderson, Joseph	$ 4,996.29
Angelo, Jason	$ 5,981.74
Baker, Griffin Joseph	$ 5,277.16
Beck, Kyle W	$ 8,916.64
Berntson, Austin	$ 7,225.12
Boechler, Matthew A	$ 4,776.85
Burgess, Justin T	$ 7,989.10
Christen, Tyler	$ 5,250.38
Coleman, Alexander	$ 6,803.67
Croxall, Jeremy M	$ 7,439.42
Degele, Travis W	$ 9,127.23
Dockter, James	$ 7,117.02
Eull, Mitchell	$ 5,493.96
Filkins, Jacob E	$ 6,422.12
Garberg, Tully D	$ 6,045.45
Ghent, Tyler	$ 4,626.96
Gilliss, Shane	$ 9,089.98
Green, Brady Michael	$ 5,998.32
Hall, Aiden Michael	$ 4,872.00
Hanselman, Andrew J	$ 9,018.51
Hanson, Myles	$ 5,974.23
Haskins, Patrick	$ 5,733.11
Kristiansen, Hans	$ 7,527.81
Laks, Damon	$ 6,030.09
Laskowski, Paul J	$ 9,054.75
Lentz, Jacob W	$ 10,155.71
Mathieson, Mark	$ 5,678.16
Meadows, Casey D	$ 7,740.40
Meadows, Jaydee	$ 5,476.88
Meyer, Trent	$ 4,465.92
Nelson, Brady Kent	$ 4,672.27
Nerem, Jesse	$ 6,619.52
Newman, Phillip	$ 6,090.98
Olson, Joshua	$ 5,753.28
Peterson, Aaron P	$ 8,112.51
Raymond, Daniel	$ 7,560.00
Rice, Alec D	$ 4,914.33
Rohrbach, Robert A	$ 6,064.12
Ross, Michael T	$ 5,151.21
Rostberg, Casey	$ 6,599.76
Safranski, Dustin M	$ 7,373.67
Schill, Kyle	$ 5,565.67

Name	Gross Pay
Schoenborn, Matthew Lee	$ 5,250.99
Schriock, Kerry W	$ 8,217.24
Shoemaker, Charles	$ 9,599.84
Staples, Kayden	$ 5,170.47
Tancabel, Andrew	$ 9,101.72
Tougas, Brady W	$ 6,301.13
Urban, Augustus	$ 5,664.12
Vilandre Hauser, Davin Jesse	$ 4,238.16
Walhood, Bradley	$ 1,404.20
Walter, Devin M	$ 8,148.75
Wedar, Elijah Joseph	$ 5,131.92
West, Jason	$ 8,010.66
Wolf, Hunter	$ 4,702.45
Zabka, Aaron	$ 5,368.96
Totals for Department Fire Control	
Total	$ 375,560.71

Department: Human Resources	
Name	**Gross Pay**
Beck, Kelly	$ 8,641.68
Eichstadt, Monica L	$ 6,943.96
Scott, Courtney K	$ 5,565.24
Thurston, Brittany Charlotte	$ 7,116.94
Totals for Department Human Resources	
Total	$ 28,267.82

Department: IT	
Name	**Gross Pay**
Albertson, Alec	$ 6,625.57
Herslip, Jacob	$ 4,540.43
Knudsvig, Miles	$ 5,646.26
McKibben, Jason S	$ 9,355.24
Podolski, Tyler	$ 4,528.35
Ulrickson, Paul M	$ 8,906.91
Totals for Department IT	
Total	$ 39,602.76

Department: Inspections	
Name	**Gross Pay**
Bischof, Duran	$ 6,267.45
Degroot, Gage	$ 7,942.05
Hancock, Thomas	$ 893.00
Heizelman, Gerald Lee	$ 5,404.38

Name	Gross Pay
Johnson, Jennifer Lynn	$ 4,896.20
Kilichowski, Owen J	$ 6,425.57
Kimball, Michelle L	$ 5,512.46
Murphy, Michael J	$ 7,414.49
Nebitsi, Aundrea Rae	$ 646.00
Stewart, Tony Earl	$ 8,911.07
Tillema, Luke	$ 9,491.36
Totals for Department Inspections	
Total	$ 63,804.03

Department: Landfill	
Name	**Gross Pay**
Akin, Dwayne S	$ 4,361.89
Anderson, Melissa Ann	$ 3,465.28
Bullard-Wolf, Christina	$ 5,404.38
Bullard-Wolf, Travis D	$ 5,234.76
Canfield, Nathan Leo	$ 3,882.65
Curelo, Steven	$ 4,436.43
Foster, Krystle A	$ 3,553.01
Helgeson, David	$ 6,115.46
Mullikin, Christopher Ryan	$ 3,920.18
Reimche, Tyler J	$ 6,857.62
Shefstad, Allen	$ 7,656.71
Zuck, Darren S	$ 5,404.38
Totals for Department Landfill	
Total	$ 60,292.75

Department: Library	
Name	**Gross Pay**
Aberle, Craig S	$ 2,740.46
Baker, Christopher Allan	$ 1,247.72
Bickell, Destiny Jayd	$ 3,198.71
Brown, Leah M	$ 1,237.02
Carbonell, Lilah Paige	$ 307.43
Carswell, Pamela E	$ 5,587.13
Fagerland, Benjamin	$ 3,465.28
Frey, Katelin Margaret	$ 3,407.78
George, Octavia Ruth Hammel	$ 1,308.62
Hall, Bradley William	$ 605.42
Harding, Nicole Jean Stroud	$ 135.54
Humble, Katie	$ 364.46
Huseth, Valerie	$ 4,027.96
Julson, Marcia G	$ 4,651.07
Lien, Kathryn	$ 4,153.50

Name	Gross Pay
Monley, Randi D	$ 5,317.81
Ostlund, Emily	$ 5,261.95
Pecoraro, Betty	$ 3,063.57
Perryman, Emily	$ 257.57
Pikka, Joshua	$ 8,174.61
Possen, Lacey A	$ 4,370.23
Prevett, Destiney Raine	$ 1,633.20
Schneibel, Veronica	$ 4,818.35
Timothy, Scott D	$ 5,969.56
Wheeler, Mary P	$ 6,346.28
Williams, David J	$ 749.22
Wolf, Julie M	$ 3,771.10
Ziegler, Kassandra M	$ 4,367.17
Totals for Department Library	
Total	$ 90,538.72

Department: Metro Planning Org	
Name	**Gross Pay**
Bosley, Bailey Quinn	$ 4,033.12
Van Dyke, John W	$ 9,609.70
Totals for Department Metro Planning Org	
Total	$ 13,642.82

Department: Municipal Court	
Name	**Gross Pay**
Beall, Ashley	$ 4,851.96
Harvey, Kristain	$ 4,230.51
McCormick, Morgan	$ 900.00
McNicholas, Andrea	$ 4,328.36
Tallman, Nicole	$ 5,144.61
Totals for Department Municipal Court	
Total	$ 19,455.44

Department: NAWS Biota Plan	
Name	**Gross Pay**
Johnson, Jared Gilbert	$ 3,736.65
O'Keefe, Kevin M	$ 5,965.82
O'Neil, Mason Daniel	$ 1,684.66
Parsons, John	$ 3,862.36
Sano, Meljun Paul Cabaltera	$ 3,566.86
Schumaier, Jared Wayne	$ 3,518.65
Solberg, Dana	$ 3,766.37
Totals for Department NAWS Biota Plan	

Name	Gross Pay
Total	$ 26,101.37

Department: National Disaster Recover	
Name	**Gross Pay**
Erickson, Jodi Wynn	$ 6,750.18
Totals for Department National Disaster Recover	
Total	$ 6,750.18

Department: PW Utility Admin	
Name	**Gross Pay**
Cofell, Benjamin H	$ 8,389.03
Cuypers, Anthony J	$ 4,547.77
Hoyt, Kari L	$ 5,936.74
Meyer, Veronica M	$ 9,305.24
Schettler, Tristan	$ 6,115.39
Sorenson, Jason S	$ 11,944.50
Totals for Department PW Utility Admin	
Total	$ 46,238.67

Department: Planning	
Name	**Gross Pay**
Billingsley, Brian	$ 11,608.42
Diedrichsen, Douglas Craig	$ 9,034.03
Falconer, Daniel	$ 5,678.64
Hornberger, Hannah L.	$ 4,436.43
Totals for Department Planning	
Total	$ 30,757.52

Department: Police - Administration	
Name	**Gross Pay**
Bachmeier, Kendra	$ 3,858.83
Beaulieu, Thomas Richard	$ 4,777.33
Chapman, David J	$ 9,078.34
Church, Jenna J	$ 4,391.98
Foley, Jared S	$ 10,643.20
Frye, Michael William	$ 11,327.26
Guthrie, Trisha K	$ 4,780.26
Haug, Shane M	$ 9,259.91
Kolnes, Kimberly	$ 4,006.16
Mathieson, Nicole	$ 4,080.68
Roberts, Christine L	$ 5,404.38
Sandusky, Caisee M	$ 9,026.23

Name	Gross Pay
Schmidt, Denise	$ 2,027.69
Sorensen, Elizabeth A	$ 3,552.35
Sundbakken, Jason J	$ 10,473.46
Totals for Department Police - Administration	
Total	$ 96,688.06

Department: Police - Investigations	
Name	**Gross Pay**
Asham, Carmen L	$ 8,459.42
DeNovio, William	$ 7,209.75
Dyke, Darren M	$ 9,259.91
Guerton, Kristin	$ 6,800.31
Hanks, Elijah	$ 8,187.42
Heringer, Rebecca	$ 5,678.64
Johnson, Charles S	$ 8,630.90
Plessas, Dale J	$ 10,785.42
Reis, Shawn	$ 6,980.33
Roach, Andrew	$ 7,515.77
Sumlin, Robbie M	$ 8,128.66
Wheeling, Jill	$ 4,141.44
Totals for Department Police - Investigations	
Total	$ 91,777.97

Department: Police - Patrol	
Name	**Gross Pay**
Andrade, Memorie	$ 6,614.77
Bach, Kolbe M	$ 7,447.03
Baker, Cody	$ 6,994.40
Bambenek, Jason L	$ 8,721.19
Bartlett, Alec	$ 7,793.33
Berentson, Taylor	$ 5,964.78
Black, Winston	$ 1,891.84
Boyungs, Alex Artino	$ 5,116.22
Burghardt, Thomas	$ 7,173.97
Burtch, Tyler R	$ 6,224.72
Carter, Ronald	$ 8,283.39
Casarez, Andres	$ 10,107.08
Connole, Michael W	$ 8,139.66
Daniels, John Ryan	$ 5,590.10
Dolenc, Sally Elizabeth	$ 5,071.76
Filkins, Matthew Earl	$ 2,255.20
Gonzales, Daniel	$ 6,472.92
Greenlees, Alexander	$ 4,996.85
Hall, Cullen	$ 7,218.92

Name	Gross Pay
Halseth, Landon Lee	$ 1,615.95
Hardy, Aaron Lee	$ 4,873.14
Harrington, Alexander D	$ 8,469.20
Hathaway, Eric	$ 6,308.70
Hess, Andrew M	$ 6,708.46
Hess, Belinda	$ 7,606.61
Hunter, Mark	$ 5,690.46
Jackson, Joseph James	$ 5,168.55
Jensen, Taylor A	$ 8,337.11
Jernigan, Brandon Keith	$ 5,123.51
Johnson, Greg W	$ 8,514.50
Kellebrew, Brian	$ 2,615.20
Kiss, Sarah	$ 4,896.19
Lakoduk, Ross Allen Macklin	$ 9,382.54
Lee, Kerrington	$ 1,637.50
Lehner, Madison Cameron	$ 4,860.68
Lightfoot, Jasir Shively	$ 5,295.66
Luck, Jayden James	$ 6,709.91
Maasjo, Justin Harris	$ 2,089.16
Mathieson, Andrew Michael	$ 5,905.49
Mayfield, Maya Jessica	$ 5,094.89
Mehlhoff, Andrew K	$ 8,900.53
Miller, Cody Lee	$ 9,086.41
Miller, Gannon E	$ 8,098.13
Montreal, Jacob Thomas	$ 4,641.60
Myers, Zackery Colin	$ 1,566.63
Noyes, Joshua D	$ 10,968.65
Ostrum, Ryan Lee	$ 6,070.20
Pfeiffer, Peggy	$ 5,557.22
Pollman, Dana	$ 7,180.83
Presley, Jessica L	$ 8,674.38
Rakes, Aubrey	$ 1,525.58
Roberts, Bobby R	$ 5,064.27
Ruelle, Tyler J	$ 9,078.34
Rynestad, Jersey	$ 6,117.59
Schoenrock, Stephen J	$ 8,750.43
Schuster, Colton	$ 1,615.95
Sedillo, Anthony Abran	$ 5,608.56
Shaide, Kristian	$ 8,026.51
Shaw, Cara Morgan	$ 4,839.54
Smith, Ezekiel William Zachary	$ 5,594.52
Smith, Wyatt Cordell	$ 6,845.56
Squyres, Heidi	$ 3,585.71
Strandemo, Cole A	$ 8,098.92
Sullivan, Christian	$ 6,421.43

Name	Gross Pay
Sundheim, Justin C	$ 10,473.46
Washington, Anthony L	$ 9,281.36
Wegner, Shawn P	$ 9,422.79
Wheeler, Daniel B	$ 8,335.18
Williams, Brian	$ 8,386.07
Young, Carrie A	$ 739.06
Totals for Department Police - Patrol	
Total	$ 437,536.95

Department: Property Maintenance	
Name	**Gross Pay**
Brandt, Kelly G	$ 7,450.92
Ciccarelli, Amy Jo	$ 3,568.88
Coughlin, Brent	$ 4,346.71
Dyson, Andrew Robert	$ 3,808.35
Espe, Scott A	$ 4,153.38
Hall, Arlie Rae	$ 5,146.34
Knatterud, Dena M	$ 4,120.24
Reinemann, Christopher Jones	$ 4,173.28
Smith, Samuel Allen	$ 5,142.97
Totals for Department Property Maintenance	
Total	$ 41,911.07

Department: Public Information	
Name	**Gross Pay**
Kleen, Jennifer LeAnn	$ 7,475.92
Kvigne, T	$ 5,430.08
Obenchain, Bryan	$ 5,429.38
Totals for Department Public Information	
Total	$ 18,335.38

Department: Public Works - Administra	
Name	**Gross Pay**
Banfill, Bryan Douglas	$ 11,381.26
Obergfell, Jason R.	$ 5,144.63
Totals for Department Public Works - Administra	
Total	$ 16,525.89

Department: Sanitation	
Name	**Gross Pay**
Arriola, Joseph E	$ 6,698.32
Brock, William	$ 5,143.11

Name	Gross Pay
Hamel, Scott	$ 6,326.67
Ingold, Douglas A	$ 5,285.75
Kraft, Joshua B	$ 8,886.91
Lakoduk, Daltyn J	$ 5,626.29
Reynolds, Nicholas R	$ 8,416.11
Shurtleff, Michael J	$ 5,516.11
Simonson, Christopher A	$ 6,123.35
Turner, Christopher Ryan	$ 4,321.96
Wade Jr. III, Henry	$ 4,295.23
Wiggins, Kaitlynn	$ 2,307.38
Totals for Department Sanitation	
Total	$ 68,947.19

Department: Sewer Pumping	
Name	**Gross Pay**
Allen, Bryce J	$ 4,120.24
Brevik, Dax	$ 6,077.41
Burckhard, Terry	$ 4,688.51
Cimino, Robert Paul	$ 5,435.84
Dutenhafer, Wayne A	$ 2,082.06
LaValley, Christopher	$ 4,120.24
Marmon, Shannon L	$ 6,140.00
Mascarena, Carlos Rico	$ 1,592.96
Olstad, Karlain L	$ 4,328.35
Racine, Riley	$ 4,055.98
Trana, Sebastian Leigh	$ 618.95
Vannatta, Michael G	$ 553.11
Totals for Department Sewer Pumping	
Total	$ 43,813.65

Department: Storm-Sewer	
Name	**Gross Pay**
Carpenter, Gary L	$ 3,468.07
Espe, Mark W	$ 7,081.87
Heizelman, Dean A	$ 4,503.01
Herslip, Christopher C	$ 4,443.85
Iglesias, Adrian	$ 5,281.93
Ness, Kohlton Izik	$ 3,388.68
Rockwell, Nicholas paul	$ 3,468.50
VanSickle, Edward	$ 3,527.14
Totals for Department Storm-Sewer	
Total	$ 35,163.05

Department: Street Department	
Name	**Gross Pay**
Anderson, Dustin Dale	$ 3,551.91
Boyett II, Jimmy Dearild	$ 3,307.69
Braaten, Kevin A	$ 9,259.91
Ciccarelli, Robert S	$ 1,108.75
Clark, Aden Amos	$ 3,302.78
Clouse, Michael Andrew	$ 3,301.55
Fredericksen, Brandon L	$ 5,662.60
Grant, Zachary L	$ 7,710.93
Gruse, Richard	$ 3,691.74
Harvey, Dale A	$ 2,599.28
Herzog, Rodney	$ 4,165.12
Huntzinger, Brian D	$ 3,867.41
Kueffler, Alexander	$ 4,229.64
Lower, Robert	$ 4,550.77
MacKay, Brooke	$ 4,550.03
Mathwich, Mark Richard	$ 3,391.15
Mennem, Joseph	$ 3,342.61
Monley, Lucus	$ 5,144.63
Neuhalfen, Scott J	$ 262.20
Opperude, Darin B	$ 4,202.23
Oswalt, Matthew	$ 4,761.76
Petty, Zachary Douglas	$ 3,878.19
Rutherford, Robert Hart	$ 3,739.54
Ryan, Will	$ 1,085.21
Schmidt, Jaime	$ 3,107.66
Scofield, Garrett D	$ 6,749.82
Skinner, Lehmann	$ 5,221.70
Thompson, Shawn Scott	$ 3,540.77
Vind, Roger T	$ 6,313.20
Wood, Justin G	$ 3,926.40
Totals for Department Street Department	
Total	$ 123,527.18

Department: Traffic	
Name	**Gross Pay**
Behrens, Jeffrey W	$ 6,336.59
Bieger, Michael	$ 3,862.11
Degenstein, Joseph	$ 5,107.30
Derr, Nathan P	$ 5,062.51
Joersz, Stephen	$ 9,511.08
Rodman, David F	$ 7,595.90
Steen, Jeffery	$ 2,096.12

Name	Gross Pay
Totals for Department Traffic	
Total	$ 39,571.61

Department: Transit/Bus	
Name	**Gross Pay**
Billings, Angelique M	$ 2,114.37
Billings, Douglas E	$ 4,119.48
Cooper, Dean	$ 2,509.14
Cutaiar, Joseph	$ 6,266.37
Hochsprung, Kory	$ 4,844.34
Horinka, Brian L	$ 9,422.85
Lawrence, Stephen Chase	$ 3,751.56
Madison, Samantha Jo	$ 3,430.73
Newbury-Thomas, Tina M	$ 4,691.56
Olson, Sheri	$ 4,254.06
Robinson, Nicole	$ 4,601.90
Schalesky, Marty	$ 3,742.54
Shekleton, Michael	$ 4,672.78
Stacy, Brent Allen	$ 3,789.38
Totals for Department Transit/Bus	
Total	$ 62,211.06

Department: Utility Billing	
Name	**Gross Pay**
Duchscherer, Haili	$ 4,667.87
Dutenhafer, Miranda S	$ 5,678.64
Zappone, Maria Katherine	$ 3,299.10
Totals for Department Utility Billing	
Total	$ 13,645.61

Department: Water Distribution	
Name	**Gross Pay**
Bergrude, Carson	$ 4,045.81
Burnley, Cory	$ 4,937.47
Christianson, Kurt A	$ 5,759.32
Erhardt, Garrett	$ 3,945.39
Finken, Chad G	$ 6,494.68
Hammell, Sarah Elizabeth	$ 3,218.44
Hennis, Michael Jay	$ 1,676.80
Higgins, Damion Joseph	$ 3,870.22
Hudson, Kasey L	$ 5,650.11
Kelly, Kevin J	$ 6,550.31
Knoop, Scot M	$ 6,439.55

Name	Gross Pay
Mason, Alexander James	$ 3,436.29
Murrieta, Rebecca	$ 3,415.43
Persinger, Michael	$ 3,446.77
Randash, Brian K	$ 7,516.92
Rice, James Andrew	$ 3,795.23
Rieke, Dustin B	$ 6,050.10
Robinson, Derek	$ 5,328.00
Westergaard, Steve B	$ 8,117.32
Totals for Department Water Distribution	
Total	$ 93,694.16

Department: Water Treatment Plant	
Name	**Gross Pay**
Andrysiak, Richard J	$ 5,144.63
Dinsmoore, Marissa R	$ 4,572.72
Haider, Mark A	$ 5,664.13
Jenkins, Jordan William	$ 3,769.25
Kittelson, Collin	$ 6,146.92
Kopp, Timothy	$ 5,404.38
Lopez, Ryan	$ 4,266.62
Mason, Jonathan William	$ 4,087.76
Miller, Randy William	$ 608.61
Parton, Janet L	$ 5,651.22
Plesuk, Sara Dawn	$ 4,211.16
Reimche, Keith R	$ 6,017.35
Renaud, Zachery John	$ 4,357.46
Rensland, Brandon T	$ 5,764.13
Seifert, Justin R	$ 7,828.31
Sims, Aaron	$ 3,960.40
Solberg, Stuart	$ 430.21
West, Samantha M	$ 3,754.10
Totals for Department Water Treatment Plant	
Total	$ 81,639.36

Grand Totals
Total $ 2,709,205.88

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
04/28/2026	DC042426	100007734	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Def Comp 4.24.2026	$17,382.20	$0.00
	NDRE0426	100007735	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		April 2026 ND PERS RETIREMENT	$235,079.73	$0.00
04/29/2026	BW042926	228	BANK OF NORTH DAKOTA		RC-1153 Claim for Replacement	$111,806.14	$0.00
	BW042926	229	BANK OF NORTH DAKOTA		M-347 Acquisition Funds Reques	$160,379.35	$0.00
	JV042926	1359	GENERAL ONE TIME PAY	Eniecya Jones	Jacob Crew MI-2026-CR-00143 Bo	$200.00	$0.00
	JV042926	1360	GENERAL ONE TIME PAY	Hunter Oothoudt	Victoria Harris MI-2025-CR-006	$50.00	$0.00
	JV042926	1361	GENERAL ONE TIME PAY	Jessica Marshall	26-15 Jessica Marshall Bond	$175.00	$0.00
	JV042926	1362	GENERAL ONE TIME PAY	Ward County Clerk of Court	26-321 Matthew Burckner Bond	$1,500.00	$0.00
04/30/2026	BW042926	231	DEERE CREDIT, INC.		030-0076385-000 JD CDZR 1T0850	$86,462.81	$0.00
	FSA43026	100007737	WEX HEALTH, INC		April 2026 Discovery Benefits	$13,061.50	$0.00
05/04/2026	JV050126	90000110	CDM SMITH		CDM SMITH CONTRACT - NDR	$103,040.00	$0.00
	JV050126	90000111	NAPA AUTO PARTS		001; HYDRAULIC FILTER	$6,279.74	$0.00
	JV050126	90000112	NORTHWEST TIRE AND RETREAD		032; TIRE C8	$9,910.89	$0.00
	JV050126	90000113	SOURIS RIVER JOINT WATER RESOURCE		APRIL SRJB INVOICE	$45.54	$0.00
	JV050126	90000114	SWANSTON EQUIPMENT COMPANIES		002; HARPER HEADLIGHTS	$1,354.41	$0.00
	ACH50426	232	US BANK		Credit Card Transaction APR 20	$40.38	$0.00
	WF050426	100007739	WELLS FARGO		WELLS FARGO CC FEES APR 2026	$1,017.43	$0.00
05/07/2026	JV050726	309056	1 CALL SEPTIC SERVICES, INC		Pump Septic Tanks - Scale & Tr	$479.00	$0.00
	JV050726	309193	3D SPECIALTIES, INC.		Sign work on 16th St NW and 4t	$1,231.97	$0.00
	JV050726	309057	AAAE		ANTN DIGICAST SUBSCRIPTION JUL	$165.00	$0.00
	JV050726	309058	ABM SUPPLY, LLC		BOOM REST	$343.52	$0.00
	JV050726	309059	ACME TOOLS		FILTER-AIR; CRANKCASE FILTER	$1,205.24	$0.00
	JV050726	309060	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	$5,111.89	$0.00
	JV050726	309061	AFFINITY FIRST FEDERAL CREDIT UNION		#4983 Permanent Easement	$9,815.14	$0.00
	JV050726	309062	ALEX AIR APPARATUS 2 LLC		Alex Air Hose purchase	$20,664.00	$0.00
	JV050726	309063	AMAZON		030; BLADE 22" TCU51118	$491.45	$0.00
	JV050726	309064	AMERICAN GARAGE DOOR		Old guard building garage door	$175.00	$0.00
	JV050726	309065	AMERICAN WELDING & GAS, INC.		CO2 incorrect price	$22,740.09	$0.00
	JV050726	309066	ANTHONY TATMAN		Critical Hire Personality Asse	$75.00	$0.00
	JV050726	309067	APH/AUTO VALUE		BELT; SERP BELT	$572.45	$0.00
	JV050726	309068	AQUA-PURE, INC.		chemical for cooling tower	$25,780.41	$0.00
	JV050726	309069	BUTLER MACHINERY CO.		Repairs Unit 621 water pump	$785.85	$0.00
	JV050726	309070	C& R RADIATOR		RADIATOR; ELDORADO RADIATOR	$5,205.00	$0.00
	JV050726	309071	CDBG ONE-TIME PAY	Brandon & Michelle Hutchins	RC-1152 Claim for Replacement	$375.00	$0.00
	JV050726	309072	CDBG ONE-TIME PAY	Matthew Schneider	RC-1156 Claim for Moving and R	$2,350.00	$0.00
	JV050726	309073	CDBG ONE-TIME PAY	Matthew Schneider	RC-1157 Claim for Replacement	$10,701.22	$0.00
	JV050726	309074	CDBG ONE-TIME PAY	Thomas Boe	RC-1154 Claim for Moving & Rel	$1,350.00	$0.00
	JV050726	309075	CHAMLEY PIPE & SALVAGE, LLC		Haul tires away and dispose	$10,326.60	$0.00
	JV050726	309096	CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE		Minot Employee Recognition Com	$163.50	$0.00
	JV050726	309076	DAKOTA FIRE EXTINGUISHER		015; FILL HOSE 2-1/2" F MINOT	$241.11	$0.00

JV050726	309077	DAKOTA FLUID POWER, INC.		HOSE ASSEMBLY; HYD HOSE	$435.30	$0.00
JV050726	309078	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for April 2	$1,399.68	$0.00
JV050726	309079	ECOLAB PEST ELIMINATION DIVISION		Rodent Service for Sanitation	$886.75	$0.00
JV050726	309080	EMPLOYEE ONE TIME PAY	Anthony Cuypers	NDDOT Trainings	$238.00	$0.00
JV050726	309081	EMPLOYEE ONE TIME PAY	Elijah Hanks	SOTA Training 2026- Elijah Han	$283.80	$0.00
JV050726	309082	EMPLOYEE ONE TIME PAY	Gage Degroot	Education NDBOA	$170.00	$0.00
JV050726	309083	EMPLOYEE ONE TIME PAY	Gannon Miller	SOTA Training 2026- Gannon Mil	$283.80	$0.00
JV050726	309084	EMPLOYEE ONE TIME PAY	Gerald Heizelman	Education NDBOA	$170.00	$0.00
JV050726	309085	EMPLOYEE ONE TIME PAY	Jared Foley	SOTA Training 2026- Jared Fole	$283.80	$0.00
JV050726	309086	EMPLOYEE ONE TIME PAY	Jessica Presley	SOTA Training 2026- Jessica Pr	$283.80	$0.00
JV050726	309087	EMPLOYEE ONE TIME PAY	Jonathan Mason	Spring Training Continuing Edu	$88.40	$0.00
JV050726	309088	EMPLOYEE ONE TIME PAY	Jonathan Mason	NDDEQ Certification Review & E	$88.40	$0.00
JV050726	309089	EMPLOYEE ONE TIME PAY	Kendra Bachmeier	Tyler Connect- 2026 Stuck in D	$138.00	$0.00
JV050726	309090	EMPLOYEE ONE TIME PAY	Kristin Shaide	SOTA Training 2026 - Kristin S	$283.30	$0.00
JV050726	309091	EMPLOYEE ONE TIME PAY	Krystle Foster	Taking Deposits from Landfill	$55.83	$0.00
JV050726	309092	EMPLOYEE ONE TIME PAY	Melissa Anderson	Taking Deposits from Landfill	$27.91	$0.00
JV050726	309093	EMPLOYEE ONE TIME PAY	Randi Monley	April 2026 Mileage- Randi Monl	$42.21	$0.00
JV050726	309094	EMPLOYEE ONE TIME PAY	Tony or Nancy Stewart	Education NDBOA	$170.00	$0.00
JV050726	309095	EMPLOYEE ONE TIME PAY	Trisha Guthrie	Tyler Connect- 2026 Stuck in D	$138.00	$0.00
JV050726	309097	ENERBASE		MARCH 8 2026 FUEL	$50,999.71	$0.00
JV050726	309098	ETSYSTEMS		HVAC Station 5	$400.00	$0.00
JV050726	309099	FACTORY MOTOR PARTS		STRUT; FRONT STRUTS	$85.17	$0.00
JV050726	309101	FIRE EQUIPMENT CO.		Fire extinguisher Service	$112.00	$0.00
JV050726	309102	FIRE FACILITIES INC		Burn building monitoring syste	$170.00	$0.00
JV050726	309103	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	$693.00	$0.00
JV050726	309104	FLEXIBLE PIPE TOOLS & EQUIPMENT		Push Camera	$11,846.00	$0.00
JV050726	309105	G & P COMMERCIAL SALES		RIDING FLOOR SCRUBBER REPAIR	$7,127.83	$0.00
JV050726	103	GALLAGHER BENEFIT SERVICES, INC.		DISB ACCT 10023 - GALLAGHER AC	$20,650.00	$0.00
JV050726	309106	GARVER, LLC		Garver Runway 8 and Taxiway B	$5,000.00	$0.00
JV050826	104	GENERAL ONE TIME PAY	Joshua Krehoff	Taxable Pension Contribution 8	$3,406.49	$0.00
JV050726	1363	GENERAL ONE TIME PAY	Alexis C Sierra	Melvin Simmons MI-2020-CR-0032	$125.00	$0.00
JV050726	1364	GENERAL ONE TIME PAY	Arturo Cacares	MI-2026-CR-00065 Arturo Cacare	$225.00	$0.00
JV050726	1365	GENERAL ONE TIME PAY	Bri Linette Wiegers	Nichole Lee MI-2025-TR-01442/0	$240.00	$0.00
JV050726	1366	GENERAL ONE TIME PAY	Christopher Desantiago	MI-2025-CR-00858 Christopher D	$1,475.00	$0.00
JV050726	1367	GENERAL ONE TIME PAY	Courtney Ahmann	MI-2026-CR-00265 Abigial Howe	$525.00	$0.00
JV050726	1368	GENERAL ONE TIME PAY	Eric Marvin Aguero	Eric Marvin Aguero MI-2026-CR-	$350.00	$0.00
JV050726	1369	GENERAL ONE TIME PAY	Jon Patrick Crewell	Jon Patrick Crewell MI-2025-CR	$125.00	$0.00
JV050726	1370	GENERAL ONE TIME PAY	Joseph A Kerzmann	Joseph A Kerzmann MI-2024-CR-0	$400.00	$0.00
JV050726	1371	GENERAL ONE TIME PAY	Kyle Baarstad	MI-2025-CR-00569 Kyle Baarstad	$225.00	$0.00
JV050726	1372	GENERAL ONE TIME PAY	Nathanael Miner	Nathanael Miner MI-2026-TR-005	$60.00	$0.00

JV050726	1373	GENERAL ONE TIME PAY	Nita Marlene Skedsvold	Casey Skedsvold MI-2026-CR-003	$115.00	$0.00
JV050726	1374	GENERAL ONE TIME PAY	Raeshaun Walker	Niqi Cooper MI-2024-CR-00757 B	$310.00	$0.00
JV050726	1375	GENERAL ONE TIME PAY	Ricky Anderson	Ricky Anderson MI-2025-CR-0096	$225.00	$0.00
JV050726	1376	GENERAL ONE TIME PAY	Steven Melby	Steven Melby MI-2025-CR-00724	$975.00	$0.00
JV050726	1377	GENERAL ONE TIME PAY	Wal-Mart	MI-2026-CR-00240 Kyle Grisby B	$225.00	$0.00
JV050726	1378	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Deaundre Nash 51-2026-CR-00673	$750.00	$0.00
JV050726	1379	GENERAL ONE TIME PAY	Ward County Clerk Of Court	51-2026-CR-00680 Conrad Walsh	$750.00	$0.00
JV050726	1380	GENERAL ONE TIME PAY	Zack Thomas Bennett	Zack Thomas Bennett MI-2026-CR	$300.00	$0.00
JV050726	309107	GENERAL ONE TIME PAY	Clark Boehm	MI-2024-CR-00994 Dalton Dralle	$350.00	$0.00
JV050726	309108	GENERAL ONE TIME PAY	Dolores Butler	Rae Thomas MI-2025-CR-00610 Re	$20.00	$0.00
JV050726	309109	GENERAL ONE TIME PAY	Italo Brandon Camacho	Jerica Moore Restitution MI-20	$30.00	$0.00
JV050726	309110	GENERAL ONE TIME PAY	Jade Carson	MI-2023-CR-01194 Christopher B	$50.00	$0.00
JV050726	309111	GENERAL ONE TIME PAY	Jory D Buchweitz	Jeremy Mosser Restitution MI-2	$3,272.73	$0.00
JV050726	309112	GENERAL ONE TIME PAY	Marketplace Liquor	Michael Stein Restitution MI-2	$38.31	$0.00
JV050726	309113	GENERAL ONE TIME PAY	McKynna Marie Stenberg	Francis Oganga Restitution MI-	$175.00	$0.00
JV050726	309114	GENERAL ONE TIME PAY	ND Child Support	MI-2024-CR-00489 Brian Gehring	$152.00	$0.00
JV050726	309115	GENERAL ONE TIME PAY	Schatz Crossroads	Edward Libke Restitution MI-20	$25.00	$0.00
JV050726	309116	GENERAL ONE TIME PAY	Scheels	Demonte Williams Restitution M	$67.90	$0.00
JV050726	309117	GENERAL ONE TIME PAY	Shoe Carnival	Faith Jeanotte Restitution MI-	$25.00	$0.00
JV050726	309118	GENERAL ONE TIME PAY	St. John's University	Interlibrary Loan	$60.00	$0.00
JV050726	309119	GENERAL ONE TIME PAY	Target	Jerome Fletcher Restitution MI	$20.00	$0.00
JV050726	309120	GENERAL ONE TIME PAY	Verendrye Electric Cooperative	Blake Lund MI-2019-CR-00185 Re	$30.00	$0.00
JV050726	309121	GENERAL ONE TIME PAY	Wal-Mart	MI-2026-CR-00240 Kyle Grigsby	$4.19	$0.00
JV050726	309122	GENERAL ONE TIME PAY	Wal-Mart	Brenden Jones Restitution MI-2	$1.48	$0.00
JV050726	309123	GENERAL ONE TIME PAY	Wal-Mart	Michaela Bjergaard Restitution	$10.32	$0.00
JV050726	309124	GENERAL ONE TIME PAY	WSI-ND Workforce Safety & Insurance	Todd Johnson Restitution MI-20	$25.00	$0.00
JV050726	309125	GENERAL TRADING		010; CONN., MALE 3/8 X 1/4	$22.73	$0.00
JV050726	309126	GILLIG, LLC		BATTERY; BATTERY EQUALIZER GIL	$796.02	$0.00
JV050726	309128	GRANITE SPRINGS CO.		Drinking water	$117.00	$0.00
JV050726	309129	GREAT PLAINS		Recycle Pump Repair	$31,172.00	$0.00
JV050726	309130	TECHNICAL SERVICES HAWKINS, INC.		Hydrofluosilicic Acid	$29,495.74	$0.00
JV050726	309131	INGRAM LIBRARY SERVICES, LLC		Books	$3,055.94	$0.00
JV050726	309132	JET LINE SALES & SERVICE, LLC		hydroexcavating hoses	$2,298.44	$0.00
JV050726	309127	JOHN DEERE FINANCIAL		028; WHEEL SHAFT BUSHING	$1,013.95	$0.00
JV050726	309133	LOCATORS & SUPPLIES		2 Cases Marking Paint	$144.90	$0.00
JV050726	309135	MACQUEEN EMERGENCY GROUP		LIGHTING; LIGHT BAR ASSY	$2,275.00	$0.00
JV050726	309136	MAIN ELECTRIC CONSTRUCTION		GATE REPAIR FOR PARKING AUTHOR	$115,843.83	$0.00
JV050726	309137	MIDWEST TAPE		DVD	$652.21	$0.00
JV050726	309134	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT 2025	$46,637.50	$0.00
JV050726	309138	MINOT AUTO		--; CORE	$640.11	$0.00

JV050726	309139	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	$701.37	$0.00
JV050726	309140	MINOT PARK DISTRICT		April 2026 State Aid paid to P	$70,781.43	$0.00
JV050726	309141	MOWBRAY & SONS		Heat Pump Repair	$3,732.06	$0.00
JV050726	309142	MVTL LABORATORIES		SWPPP storm water lab result f	$289.00	$0.00
JV050726	309143	ND DEPARTMENT OF HEALTH		EMS training licensure	$75.00	$0.00
JV050726	309144	ND DEPT OF TRANSPORTATION		Contract Withholding: 300817	$34,401.18	$0.00
JV050726	309145	ND DEPT OF WATER RESOURCES		NAWS COST SUMMARY & COST SHARE	$75,345.71	$0.00
JV050726	309146	NDIRF		HR Collaborative Conference	$150.00	$0.00
JV050726	309147	NORTH COUNTRY SPORTSWEAR		Employee Clothing	$103.96	$0.00
JV050726	309148	NORTH DAKOTA FIREFIGHTER'S MUSEUM		ND Firefighter Museum Fee	$25.00	$0.00
JV050726	309149	NORTH PRAIRIE RURAL WATER DISTRICT		Aeration Pond Water Bill	$168.97	$0.00
JV050726	309150	OLSON'S TOWING		TOW TO WESTLIE TRUCK	$1,656.75	$0.00
JV050726	309151	ONE CALL CONCEPTS, INC.		MINOT EXCAVATOR MEETING (MAR	$634.39	$0.00
JV050726	309100	PARKLAND USA CORPORATION		OIL; 15-40W	$1,159.99	$0.00
JV050726	309177	PHIL SCHULTZ		MARCH/APRIL 2026 BOOKKEEPING S	$400.00	$0.00
JV050726	309152	PINKERTON ANIMAL HOSPITAL, PLLC		Emergency Veterinarian Service	$498.00	$0.00
JV050726	309153	POTTERS INDUSTRIES, LLC		2026 Airfield paint glass bead	$3,760.00	$0.00
JV050726	309154	PRINGLE & HERIGSTAD, P.C.		Linda Victor Crt App Att Fee M	$405.00	$0.00
JV050726	309155	PROCOLLECT		APRIL UB PROCOLLECT	$461.65	$0.00
JV050726	309156	PROTECH INTEGRATIONS, LLC		DUPLICATE PAYMENT INV 21114	$50.00	$0.00
JV050726	309157	REFUND ONE TIME PAY	BENNO, CHRIS	UB 4704 1212 7TH	$25.79	$0.00
JV050726	309158	REFUND ONE TIME PAY	CASUCCI, ALDO	UB 85872 1518 35TH	$33.39	$0.00
JV050726	309159	REFUND ONE TIME PAY	FRANK, TYLER	UB 15330 820 9TH	$16.48	$0.00
JV050726	309160	REFUND ONE TIME PAY	GERDING, DAVE	UB 25400 1001 70TH	$289.53	$0.00
JV050726	309161	REFUND ONE TIME PAY	GHENT, TYLER	UB 2552 1232 VALLEY VIEW	$8.11	$0.00
JV050726	309162	REFUND ONE TIME PAY	HENDERSHOT, DENNIS	UB 3524 1121 8TH	$12.70	$0.00
JV050726	309163	REFUND ONE TIME PAY	HOGLUND, CARL M	UB 3004 2609 11TH	$38.41	$0.00
JV050726	309164	REFUND ONE TIME PAY	JUAREZ, CRUZ	UB 81666 1338 35TH	$10.04	$0.00
JV050726	309165	REFUND ONE TIME PAY	KING, KARLEE	UB 9802 524 17TH	$14.67	$0.00
JV050726	309166	REFUND ONE TIME PAY	LEIER PROPERTIES LLC	UB 94662 300 3RD	$83.57	$0.00
JV050726	309167	REFUND ONE TIME PAY	MARTIN, RODGER	GB Customer ID 10054769 Bill #	$1,000.00	$0.00
JV050726	309168	REFUND ONE TIME PAY	MCCUE, RACHEL	UB 3084 2544 10TH	$22.32	$0.00
JV050726	309169	REFUND ONE TIME PAY	NATIONAL GENERAL INSURANCE	CLAIM # 240549148 / OVERPAYMEN	$30.00	$0.00
JV050726	309170	REFUND ONE TIME PAY	REINMUGH, BEN	UB 17280 115 6TH	$21.99	$0.00
JV050726	309171	REFUND ONE TIME PAY	SAUCIER, ADAM	UB 82084 2704 HERITAGE	$26.92	$0.00
JV050726	309172	REFUND ONE TIME PAY	SOFT WATER SERVICE	UB 16688 24 2ND	$81.61	$0.00
JV050726	309173	REFUND ONE TIME PAY	SOGGE, MATT	UB 14312 1121 3RD	$50.00	$0.00
JV050726	309174	REFUND ONE TIME PAY	ST. CROIX, COLIN	UB 200211 4210 8TH	$6.84	$0.00
JV050726	309175	REHAB SERVICES		#4976 - Temporary Easement	$849.20	$0.00
JV050726	309176	SANITATION PRODUCTS		GUARD; NEW STYLE FINGER TIP GU	$9,537.26	$0.00
JV050726	309178	SECURITY FENCE, INC.		fence panel repairs	$488.13	$0.00

	JV050726	309179	SMART PLANET SOFTWARE, LLC	Monthly GPS Units	$539.73	$0.00
	JV050726	309180	SOURIS BASIN TRANSPORTATION	1ST QUARTER DEMAND RESPONSE (J	$150,000.00	$0.00
	JV050726	309181	STEEN CONSTRUCTION & ASSOCIATES	Broadway Circle Pump Replaceme	$9,050.00	$0.00
	JV050726	309182	SUNDRE SAND & GRAVEL, INC.	442.98 Tons Class 5 gravel	$7,087.68	$0.00
	JV050726	309183	SVL SERVICE CORPORATION	Heat Pump for street and pm of	$6,012.00	$0.00
	JV050726	309184	TRINITY HEALTH	#4976 - Temporary Easement	$9,585.28	$0.00
	JV050726	309185	TYLER TECHNOLOGIES, INC.	Tyler Technologies training	$2,267.43	$0.00
	JV050726	309186	U.S. POST OFFICE	UB BULK MAILING	$6,000.00	$0.00
	JV050726	309187	VANGUARD APPRAISALS	Vanguard Archive Module	$3,040.00	$0.00
	JV050726	309188	VESSCO, INC.	Replace side concentrator slee	$11,651.69	$0.00
	JV050726	309189	VISIT MINOT	LODGING TAXES COLLECTED	$66,823.57	$0.00
	JV050726	309190	WALLWORK TRUCK CENTER MINOT	TUBE; COMPRESSOR COOLANT LINE	$1,450.53	$0.00
	JV050726	309191	WARD COUNTY AUDITOR	03-26 Inmate Invoice-WCDC	$6,400.00	$0.00
	JV050726	309192	WEST OAKS ANIMAL HOSPITAL	K9-Freya, medications	$269.51	$0.00
	JV050726	309194	WESTLIE FORD	GASKET; REAR DIFF GASKET	$322.08	$0.00
	JV050726	309195	WESTLIE TRUCK CENTER	HOSE ASSEMBLY; AIR BRAKE HOSE	$3,266.10	$0.00
05/08/2026	EM050826	100007739	EMPOWER TRUST COMPANY, LLC	Empower Retirement 05/08/2026	$36,189.39	$0.00
05/11/2026	JDF51126	100007740	DEERE CREDIT, INC.	2023 JD 850L CRAWLER DOZER (LA	$3,458.51	$0.00
05/13/2026	DC050826	100007742	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	Def Comp 5.08.2026	$17,357.20	$0.00
05/20/2026	JO051926	90000115	ACKERMAN ESTVOLD	4087 - PUPPY DOG COULEE SSD #1	$51,076.85	$0.00
	JO051926	90000116	NAPA AUTO PARTS	NIPPLE; 1/4" 45 DEGREE GREASE	$871.90	$0.00
	JO051926	90000117	NORTHWEST TIRE AND RETREAD	TIRE; REPAIR TIRE	$28.50	$0.00
	JO051926	90000118	SOURIS RIVER JOINT WATER RESOURCE	3529.05 - MREFPP PHASES WC-1/B	$1,201,587.77	$0.00
	JO051926	90000119	SWANSTON EQUIPMENT COMPANIES	S76 Skid Steer Trade in- 2025	$13,500.00	$0.00
				Total	$3,035,295.18	$0.00

Posting date	Transaction date	Supplier	Amount
4/27/2026	4/23/2026	The Home Depot #3703	153.31
4/27/2026	4/23/2026	The Home Depot #3703	25.94
4/27/2026	4/23/2026	American Association O	85
4/27/2026	4/23/2026	Menards Minot Nd	44.94
4/27/2026	4/23/2026	Simonson Gas	19
4/27/2026	4/23/2026	Bismarck Hotel And Confer	219.76
4/27/2026	4/23/2026	Rdo Equipment-Minot	180.16
4/27/2026	4/23/2026	Napa Parts 0027632	157.38
4/27/2026	4/23/2026	Menards Minot Nd	8.67
4/27/2026	4/23/2026	Softchoice Corporation	111.48
4/27/2026	4/24/2026	Macs Minot, Nd	14.97
4/27/2026	4/24/2026	Homedepot.Com	245.68
4/27/2026	4/24/2026	American Assoc Of Code	75
4/27/2026	4/24/2026	Petco 2605	80.44
4/27/2026	4/24/2026	All American Trophies Scr	112
4/27/2026	4/24/2026	Delta Air	45
4/27/2026	4/24/2026	Mowbray & Son Inc	767
4/27/2026	4/24/2026	Packtrack	140
4/27/2026	4/24/2026	Sheepdog Guardian Cslt	50
4/27/2026	4/24/2026	Prairie Supply Inc	611.4
4/27/2026	4/24/2026	Delta Air	35
4/27/2026	4/24/2026	Minnesota Valley Testing	4,983.00
4/27/2026	4/24/2026	Menards Minot Nd	35.47
4/27/2026	4/24/2026	Amazon Mktpl	11.74
4/27/2026	4/24/2026	Amazon Mark* Bj4vg0g92	19.99
4/27/2026	4/24/2026	Amazon Mktpl	8.53
4/27/2026	4/24/2026	Amazon Mktpl	17.4
4/27/2026	4/24/2026	Amazon Mktpl	8.44
4/27/2026	4/24/2026	Amazon Mktpl	17.53
4/27/2026	4/24/2026	Menards Minot Nd	37.99
4/27/2026	4/24/2026	Menards Minot Nd	129.11
4/27/2026	4/24/2026	Napa Parts 0027632	178.63
4/27/2026	4/24/2026	Verizonwrlss	329.48
4/27/2026	4/24/2026	Verizonwrlss	40.01
4/27/2026	4/24/2026	Napa Parts 0027632	95.76
4/27/2026	4/24/2026	Arrowhead Ace	17.45
4/27/2026	4/24/2026	Amazon Mktpl	135.24
4/27/2026	4/24/2026	Thomson West	500
4/27/2026	4/25/2026	Uline *ship Supplies	58.5
4/27/2026	4/25/2026	Amazon Reta* By1wm9i90	37.87
4/27/2026	4/25/2026	Amazon Mark* By8jo0i80	263.59
4/27/2026	4/25/2026	Amazon Reta* Bs0ph9vr1	35.06
4/27/2026	4/25/2026	Amazon Mark* Bs3fn9p41	54.03

4/27/2026	4/25/2026	Carquest Auto	101.57
4/27/2026	4/25/2026	Acme Tools Minot	229.04
4/27/2026	4/25/2026	Amazon Reta* Bj48n2b22	119.54
4/27/2026	4/25/2026	Medical Spa Supply	51.92
4/27/2026	4/25/2026	Amazon Mktpl	62.98
4/27/2026	4/25/2026	Amazon Mktpl	43.94
4/27/2026	4/25/2026	Amazon Mktpl	689
4/27/2026	4/25/2026	Fedex	42.05
4/27/2026	4/25/2026	Amazon Mktpl	18.58
4/27/2026	4/26/2026	Ck Holiday # 06469	47.75
4/28/2026	4/26/2026	Country Inn & Suites A	714
4/28/2026	4/26/2026	Kwik Trip #433	50.5
4/28/2026	4/27/2026	Macs Minot, Nd	25.99
4/28/2026	4/27/2026	Fedex Mota	13.4
4/28/2026	4/27/2026	All American Trophies Scr	9
4/28/2026	4/27/2026	Amazon Mktpl	8.06
4/28/2026	4/27/2026	Column Public Notice	58.32
4/28/2026	4/27/2026	Hlu*huluplus	12.99
4/28/2026	4/27/2026	Hlu*huluplus	12.99
4/28/2026	4/27/2026	All American Trophies Scr	39.95
4/28/2026	4/27/2026	Best Buy 00010637	24.99
4/28/2026	4/27/2026	Vistaprint Corporate Solu	76.1
4/29/2026	4/27/2026	Menards Minot Nd	25.9
4/29/2026	4/27/2026	Kwik Trip #1020	59.97
4/29/2026	4/27/2026	Bound Tree Medical Llc	283.6
4/29/2026	4/27/2026	Bound Tree Medical Llc	9.49
4/29/2026	4/27/2026	Cenex-Tri Energy Coopera	64.24
4/29/2026	4/27/2026	Everspring Inn Bismarc	115.44
4/29/2026	4/27/2026	Menards Minot Nd	5.98
4/29/2026	4/27/2026	Menards Minot Nd	5.99
4/29/2026	4/28/2026	Amazon Mktpl	16.99
4/29/2026	4/28/2026	470 Auto Value - Minot	89.61
4/29/2026	4/28/2026	Delta Air	35
4/29/2026	4/28/2026	Mackin Educational Resour	893.42
4/29/2026	4/28/2026	Crunchyroll	13.99
4/29/2026	4/28/2026	Crunchyroll	13.99
4/29/2026	4/28/2026	Wyndham	119.87
4/29/2026	4/28/2026	At&t Bill Payment	47.23
4/29/2026	4/28/2026	Pollardwater.Com #3325	2,603.52
4/29/2026	4/28/2026	Amazon Mark* Bv1k98fa2	16.14
4/29/2026	4/28/2026	Everspring Inn Bismarc	115.44
4/29/2026	4/28/2026	Grainger	79.66
4/29/2026	4/28/2026	Grainger	287.54
4/29/2026	4/28/2026	Signstoday, Inc	273

4/29/2026	4/29/2026	Chewy.Com	216.53
4/30/2026	4/28/2026	Marriott Detroit Dtown	1,201.76
4/30/2026	4/28/2026	Everspring Inn Bismarc	115.44
4/30/2026	4/28/2026	Menards Minot Nd	17.85
4/30/2026	4/28/2026	Menards Minot Nd	29.09
4/30/2026	4/28/2026	Evident	28.69
4/30/2026	4/28/2026	Evident	234
4/30/2026	4/28/2026	Officemax/Depot 6513	16.59
4/30/2026	4/29/2026	In *kevins Plumbing And H	609.17
4/30/2026	4/29/2026	Zoro Tools Inc	29.4
4/30/2026	4/29/2026	Zoro Tools Inc	86.74
4/30/2026	4/29/2026	Runnings Of Minot	15.57
4/30/2026	4/29/2026	Amazon Mktpl	58.22
4/30/2026	4/29/2026	Dacotah Paper Co	312.21
4/30/2026	4/29/2026	Twin City Garage Door Gar	232.5
4/30/2026	4/29/2026	Linde Gas & Equipment Inc	101.38
4/30/2026	4/29/2026	Core & Main Nd002	234
4/30/2026	4/29/2026	Amazon Mktplace Pmts	-21.81
4/30/2026	4/29/2026	Amazon Mktpl	18.16
4/30/2026	4/29/2026	Canva* I04866-24954261	14.96
4/30/2026	4/29/2026	Column Public Notice	405.81
4/30/2026	4/29/2026	Sq *the Bark Porch Inc	138
4/30/2026	4/29/2026	Acme Tools Minot	47.05
4/30/2026	4/29/2026	Acme Tools Minot	48.8
4/30/2026	4/29/2026	Acme Tools Minot	403.94
4/30/2026	4/29/2026	Classroom.Cdlexpert.Co	69.95
4/30/2026	4/29/2026	Classroom.Cdlexpert.Co	69.95
4/30/2026	4/29/2026	Classroom.Cdlexpert.Co	69.95
4/30/2026	4/29/2026	Sq *the Bark Porch Inc	115
4/30/2026	4/29/2026	Llrmi	150
4/30/2026	4/29/2026	Associatio* Aaae Caree	245
4/30/2026	4/30/2026		1.08
4/30/2026	4/30/2026	Sync.Com* Sync.Com	108
5/1/2026	4/29/2026	Main Electric Constructn	227
5/1/2026	4/29/2026	Zoro Tools Inc	49.82
5/1/2026	4/29/2026	Rhi Supply Minot	80.17
5/1/2026	4/29/2026	Menards Minot Nd	9.97
5/1/2026	4/29/2026	Rhi Supply Minot	49.05
5/1/2026	4/29/2026	Fedex380918079430	19.55
5/1/2026	4/29/2026	Kwik Trip #1020	60.64
5/1/2026	4/29/2026	Officemax/Depot 6513	59.66
5/1/2026	4/29/2026	Fedex380914016326	20.8
5/1/2026	4/29/2026	Fedex380914099079	16.3
5/1/2026	4/30/2026	Karls Tv And Appliance 32	629.99

5/1/2026	4/30/2026	Vsp*frontier Precision, I	1,073.84
5/1/2026	4/30/2026	Eidebailly* Eide Baill	600
5/1/2026	4/30/2026	Amazon Mark* Bj3o56eh1	28.15
5/1/2026	4/30/2026	Amazon Mark* Bj4vr9to1	69.39
5/1/2026	4/30/2026	In *kevins Plumbing And H	298
5/1/2026	4/30/2026	General Equipment & Suppl	17.4
5/1/2026	4/30/2026	Gerdau Ameristeel Minot	75.26
5/1/2026	4/30/2026	Amazon Mktpl	96.84
5/1/2026	4/30/2026	Twin City Garage Door Gar	1,072.90
5/1/2026	4/30/2026	Paymentus Corporation	1.25
5/1/2026	4/30/2026	Nd Dept Of Envir Qual	50
5/1/2026	4/30/2026	Schocks Safe And Lock Se	440
5/1/2026	4/30/2026	Hach Company	424.2
5/1/2026	4/30/2026	Dive Right In Scuba Pl	443.63
5/1/2026	5/1/2026	H.A. Thompson & Sons	1,125.00
5/1/2026	5/1/2026	Usabluebook	58.89
5/1/2026	5/1/2026	Verizon	398.6
5/4/2026	4/30/2026	Menards Minot Nd	115.71
5/4/2026	4/30/2026	Autopay/Dish Ntwk	214.12
5/4/2026	4/30/2026	Hyatt Regency Buffalo	1,344.96
5/4/2026	4/30/2026	Kwik Trip #1020	49.44
5/4/2026	4/30/2026	Menards Minot Nd	105.91
5/4/2026	4/30/2026	Menards Minot Nd	87.89
5/4/2026	4/30/2026	Hyatt Regency Buffalo	1,344.96
5/4/2026	5/1/2026	In *kevins Plumbing And H	609.17
5/4/2026	5/1/2026	Acme Tools Minot	265.97
5/4/2026	5/1/2026	Amazon Mktpl	41.51
5/4/2026	5/1/2026	Parking Lot Lighting,	594
5/4/2026	5/1/2026	Troy Church Snap On	49.42
5/4/2026	5/1/2026	The Home Depot #3703	47.63
5/4/2026	5/1/2026	Menards Minot Nd	39.3
5/4/2026	5/1/2026	Macs Minot, Nd	27.98
5/4/2026	5/1/2026	Homedepot.Com	49.6
5/4/2026	5/1/2026	4imprint, Inc	4,235.60
5/4/2026	5/1/2026	Border States Industries	33.19
5/4/2026	5/1/2026	Border States Industries	477.6
5/4/2026	5/1/2026	Sp Bulkindustries.Com	46.3
5/4/2026	5/1/2026	Napa Parts 0027632	343.17
5/4/2026	5/1/2026	Prairie Supply Inc	107.88
5/4/2026	5/1/2026	Embassy Suites Las Vegas	248.3
5/4/2026	5/1/2026	Macs Minot, Nd	12
5/4/2026	5/1/2026	In *dakota Fire Extinguis	525.27
5/4/2026	5/1/2026	Val*astoria Hotel & Ev	110
5/4/2026	5/1/2026	Val*astoria Hotel & Ev	110

5/4/2026	5/1/2026	Macs Minot, Nd	9.99
5/4/2026	5/1/2026	Mackin Educational Resour	239.95
5/4/2026	5/1/2026	Amazon Prime	14.99
5/4/2026	5/1/2026	Column Public Notice	153.09
5/4/2026	5/1/2026	Tst* Minot Badlands Resta	25.82
5/4/2026	5/1/2026	Column Public Notice	803.52
5/4/2026	5/1/2026	Caribou Coffee	21.49
5/4/2026	5/1/2026	Menards Minot Nd	4.27
5/4/2026	5/1/2026	Macs Minot, Nd	17.94
5/4/2026	5/1/2026	Menards Minot Nd	11.9
5/4/2026	5/1/2026	Dollar General #21263	22.58
5/4/2026	5/1/2026	Delta Air	35
5/4/2026	5/2/2026	The Home Depot 3703	249
5/4/2026	5/2/2026	2pitney Bowes Leasing	282.54
5/4/2026	5/2/2026	Simonson Gas	33.47
5/4/2026	5/2/2026	Kwik Trip #104	50
5/4/2026	5/2/2026	Amazon Web Services	0.77
5/4/2026	5/2/2026	Runnings Of Minot	46.49
5/4/2026	5/2/2026	Laz Parking L41122-Flash	56
5/4/2026	5/2/2026	Paris Lv Casino Frnt Dsk	419.38
5/4/2026	5/3/2026	Starlink Internet	5
5/4/2026	5/3/2026	Circlek#2746281	56.36
5/4/2026	5/3/2026	Conoco - Chester Super Ma	46.05
5/4/2026	5/3/2026	Ck Holiday # 06431	135
5/4/2026	5/3/2026	Conoco - Chester Super Ma	56.04
5/4/2026	5/3/2026	Loves #0474 Outside	28.41
5/4/2026	5/3/2026	Circlek#2746281	34.09
5/4/2026	5/3/2026	Packtrack	140
5/5/2026	5/2/2026	Turtle Mountain Star	47
5/5/2026	5/3/2026	Country Inn & Suites A	714
5/5/2026	5/4/2026	Mp-*minot Afb Club	16.8
5/5/2026	5/4/2026	Acme Tools Minot	435.99
5/5/2026	5/4/2026	Arrowhead Ace	14.99
5/5/2026	5/4/2026	Ferguson Fire & Fab 2592	-366.63
5/5/2026	5/4/2026	Ferguson Fire & Fab 2592	355.83
5/5/2026	5/4/2026	Ferguson Fire & Fab 2592	386.16
5/5/2026	5/4/2026	Enerbase	78.42
5/5/2026	5/4/2026	Enerbase	499.95
5/5/2026	5/4/2026	Minnesota Valley Testing	489.25
5/5/2026	5/4/2026	Mackin Educational Resour	517.88
5/5/2026	5/4/2026	Mackin Educational Resour	1,154.94
5/5/2026	5/4/2026	Amazon Reta* Bj2nd1p50	8.99
5/5/2026	5/4/2026	Nddot-Dl-Minot	15
5/5/2026	5/4/2026	Conoco - Evergreen Gas An	45.27

5/5/2026	5/4/2026	Amazon Mktpl	40.34
5/5/2026	5/4/2026	Schocks Safe And Lock Se	67.35
5/5/2026	5/4/2026	Srt Communications, Inc	760.09
5/5/2026	5/4/2026	Srt Communications, Inc	956.19
5/5/2026	5/4/2026	Srt Communications, Inc	9,482.52
5/5/2026	5/4/2026	Srt Communications, Inc	576.24
5/5/2026	5/4/2026	Srt Communications, Inc	518.49
5/5/2026	5/4/2026	Srt Communications, Inc	359.56
5/5/2026	5/4/2026	Cenex- Zip Trip #41	50.14
5/5/2026	5/4/2026	Amazon Mktpl	58.9
5/5/2026	5/4/2026	Amazon Mktpl	41.98
5/5/2026	5/5/2026	Amazon Mktpl	40.1
5/5/2026	5/5/2026	Amazon Mktpl	45.98
5/5/2026	5/5/2026	Amazon Mktpl	113.7
5/5/2026	5/5/2026	Amazon Mktpl	3.99
5/5/2026	5/5/2026	Intl Code Council Inc	109.5
5/6/2026	5/4/2026	Butler Machinery Company	13.02
5/6/2026	5/4/2026	Menards Minot Nd	37.55
5/6/2026	5/4/2026	The Home Depot #3703	-118.76
5/6/2026	5/4/2026	The Home Depot #3703	130.73
5/6/2026	5/4/2026	The Home Depot #3703	59.96
5/6/2026	5/4/2026	Dmv Arrowhead Shopping C	39.5
5/6/2026	5/4/2026	Municipay(M3)*service Fe	1.5
5/6/2026	5/4/2026	Kwik Trip #1020	44.34
5/6/2026	5/4/2026	Eggers Electric Motor	32.75
5/6/2026	5/4/2026	Eggers Electric Motor	211.72
5/6/2026	5/4/2026	Menards Minot Nd	24.11
5/6/2026	5/4/2026	Menards Minot Nd	39.84
5/6/2026	5/4/2026	Safariland Training Gr	-1,050.00
5/6/2026	5/5/2026	Cummins Osm	860
5/6/2026	5/5/2026	Amazon Reta* Bj2iu35u0	68.63
5/6/2026	5/5/2026	Adb Safegate Americas Llc	2,701.68
5/6/2026	5/5/2026	Core & Main Nd002	3,912.38
5/6/2026	5/5/2026	Cummins Osm	860
5/6/2026	5/5/2026	Dollar General #19758	5.91
5/6/2026	5/5/2026	Sq *npca	50
5/6/2026	5/5/2026	Amazon Prime	14.99
5/6/2026	5/5/2026	Amazon Prime	14.99
5/6/2026	5/5/2026	Column Public Notice	327.24
5/6/2026	5/5/2026	Column Public Notice	42.12
5/6/2026	5/5/2026	Cenex- Zip Trip #41	21.3
5/6/2026	5/5/2026	Amazon Mktpl	510.04
5/6/2026	5/5/2026	Core & Main Nd002	8,057.52
5/6/2026	5/5/2026	Hotelbooking	17.99

5/6/2026	5/5/2026	Vzwrlss*my Vz Vb P	3,481.10
5/6/2026	5/5/2026	Grainger	124.13
5/6/2026	5/5/2026	Column Public Notice	66.42
5/6/2026	5/5/2026	Tmg Business Services	171
5/6/2026	5/5/2026	Sq *gemar Photography	200
5/6/2026	5/5/2026	Medals Of America	42.95
5/6/2026	5/5/2026	Delta	35
5/6/2026	5/6/2026	Gdp*npca	30
5/7/2026	5/5/2026	Menards Minot Nd	13.96
5/7/2026	5/5/2026	Menards Minot Nd	22.46
5/7/2026	5/5/2026	Menards Minot Nd	55.92
5/7/2026	5/5/2026	Officemax/Depot 6513	67.67
5/7/2026	5/6/2026	Schocks Safe And Lock Se	33.75
5/7/2026	5/6/2026	Muus Lumber And Hardware-	9.99
5/7/2026	5/6/2026	Dacotah Paper Co	505.48
5/7/2026	5/6/2026	Gdp*npca	30
5/7/2026	5/6/2026	Batteries Plus #0639	16.95
5/7/2026	5/6/2026	Barnes&noble Papersource	6.99
5/7/2026	5/6/2026	Amazon Prime	14.99
5/7/2026	5/6/2026	Firenuggets Inc	350
5/7/2026	5/6/2026	Arrowhead Ace	11.88
5/7/2026	5/6/2026	Column Public Notice	298.89
5/7/2026	5/6/2026	Minnesota Valley Testing	9,098.25
5/7/2026	5/6/2026	Cenex- Zip Trip #41	23.64
5/7/2026	5/6/2026	Chewy.Com	43.86
5/7/2026	5/6/2026	Macs Minot, Nd	84.04
5/7/2026	5/6/2026	470 Auto Value - Minot	16.48
5/7/2026	5/6/2026	Hotel Res-Holiday Inn	168.66
5/7/2026	5/6/2026	Classroom.Cdlexpert.Co	69.95
5/7/2026	5/6/2026	Rtt Mobile Interpretation	436.5
5/7/2026	5/6/2026	Cenex- Zip Trip #71	54.06
5/7/2026	5/6/2026	North Country Mercantile	47
5/7/2026	5/7/2026	Amazon Mktpl	37.34
5/7/2026	5/7/2026	Amazon Mark* Bf9fn10b2	9.99
5/8/2026	5/6/2026	The Home Depot #3703	42.94
5/8/2026	5/6/2026	Butler Machinery Company	660.36
5/8/2026	5/6/2026	Kwik Trip #1020	53.03
5/8/2026	5/6/2026	Butler Machinery Company	95.98
5/8/2026	5/6/2026	Napa Parts 0027632	116.94
5/8/2026	5/6/2026	Menards Minot Nd	179.46
5/8/2026	5/6/2026	Holiday Inn Express	121.56
5/8/2026	5/6/2026	Holiday Inn Express	121.56
5/8/2026	5/6/2026	Menards Minot Nd	24.78
5/8/2026	5/6/2026	Cenex-Enerbase	70.5

5/8/2026	5/6/2026	Napa Parts 0027632	39.19
5/8/2026	5/6/2026	Butler Machinery Company	293.55
5/8/2026	5/6/2026	Napa Parts 0027632	21.98
5/8/2026	5/6/2026	Ecentral Hotel Downtown L	2,144.97
5/8/2026	5/7/2026	Core & Main Nd002	320.38
5/8/2026	5/7/2026	Sp Sta-Brite Insig	299
5/8/2026	5/7/2026	Dacotah Paper Co	131.06
5/8/2026	5/7/2026	Harbor Freight Tools3246	454.96
5/8/2026	5/7/2026	American Backflow Product	34.99
5/8/2026	5/7/2026	Amazon Mark* Bv8zq1vv1	25.05
5/8/2026	5/7/2026	Amazon Mktpl	9.48
5/8/2026	5/7/2026	Fleet Farm Fuel 715	39.85
5/8/2026	5/7/2026	Cenex- Zip Trip #41	26.22
5/8/2026	5/7/2026	Amazon Mktpl	660.8
5/8/2026	5/7/2026	Core & Main Nd002	144.36
5/8/2026	5/7/2026	In *axelrod Behavioral He	5,590.07
5/8/2026	5/7/2026	Schocks Safe And Lock Se	80
5/8/2026	5/7/2026	Ck Holiday # 06446	53.84
5/8/2026	5/7/2026	Galls	4,937.98
5/8/2026	5/7/2026	Amazon Mktpl	42.3
5/8/2026	5/7/2026	Maverik #5005	59.73
5/8/2026	5/8/2026	Amazon Reta* Bj4q48w80	215.25
5/8/2026	5/8/2026	Intl Code Council Inc	246.5
5/11/2026	5/7/2026	Demco Inc	689.28
5/11/2026	5/7/2026	Double Tree Bloomingto	858.6
5/11/2026	5/7/2026	Caseys #3364	48
5/11/2026	5/7/2026	Cenex- Zip Trip #41	18.84
5/11/2026	5/7/2026	Four Points Hotel	440
5/11/2026	5/7/2026	Officemax/Depot 6513	256.79
5/11/2026	5/7/2026	Four Points Hotel	440
5/11/2026	5/7/2026	Cenex- Zip Trip #41	37.9
5/11/2026	5/8/2026	In *kevins Plumbing And H	-609.17
5/11/2026	5/8/2026	Border States Industries	93.35
5/11/2026	5/8/2026	Amazon Mktpl	31.99
5/11/2026	5/8/2026	Vals Cyclery	409.96
5/11/2026	5/8/2026	Zoro Tools Inc	370.39
5/11/2026	5/8/2026	Zoro Tools Inc	329.48
5/11/2026	5/8/2026	Industrialsafety Com	155.97
5/11/2026	5/8/2026	Britten, Inc	2,241.59
5/11/2026	5/8/2026	Amazon Mktpl	73.99
5/11/2026	5/8/2026	Manufacturers News Inc	111.9
5/11/2026	5/8/2026	Kwik Trip #1020	74.12
5/11/2026	5/8/2026	Ferguson Fire & Fab 2592	-19.53
5/11/2026	5/8/2026	Amazon Mktpl	29.35

5/11/2026	5/8/2026	Zoom.Com 888-799-9666	149.9
5/11/2026	5/8/2026	Amazon Reta* Bv1hj0or0	213.46
5/11/2026	5/8/2026	Menards Minot Nd	406.32
5/11/2026	5/8/2026	Arrowhead Ace	2.59
5/11/2026	5/8/2026	Runnings Of Minot	139.98
5/11/2026	5/8/2026	Tractor-Supply-Co #0130	42.99
5/11/2026	5/8/2026	Ludlum Measurements	263
5/11/2026	5/8/2026	Conoco - Chester Super Ma	35.41
5/11/2026	5/8/2026	Conoco - Ezzies Westend	39.65
5/11/2026	5/8/2026	Vzwrlss*apocc Visb	158.08
5/11/2026	5/8/2026	Little Caesars 1654 0005	208
5/11/2026	5/8/2026	Sp Gourmet Chef	239.9
5/11/2026	5/8/2026	Trinity Corporate Finance	10
5/11/2026	5/8/2026	Magic City Car Wash	780
5/11/2026	5/8/2026	Conoco - Ezzies Westend	48.75
5/11/2026	5/8/2026	Homes To Suites By Hilton	764.6
5/11/2026	5/8/2026	Conoco - Chester Super Ma	42.42
5/11/2026	5/8/2026	Niess Impressions	823.68
5/11/2026	5/8/2026	Wm Supercenter #1636	114.68
5/11/2026	5/8/2026	The Computer Store	2,094.00
5/11/2026	5/9/2026	North Country Mercantile	134
5/11/2026	5/9/2026	Gih*globalindustrialeq	102.54
5/11/2026	5/9/2026	470 Auto Value - Minot	123.47
5/11/2026	5/9/2026	Menards Minot Nd	19.92
5/11/2026	5/9/2026	Carquest Auto	376.48
5/11/2026	5/9/2026	Amazon Reta* Bv0ta69s1	297.37
5/11/2026	5/9/2026	Amazon Reta* Bv75y2ni0	52.73
5/11/2026	5/9/2026	Amazon Reta* Bv59u9n10	192.7
5/11/2026	5/9/2026	Kfc F275017	165.87
5/11/2026	5/9/2026	South Dakota Planners	225
5/11/2026	5/9/2026	Verizonwrlss	197.6
5/11/2026	5/10/2026	Petro Gas	34.31
5/11/2026	5/10/2026	Conoco - Corner Pantry 31	32.88
5/11/2026	5/10/2026	Fi - @fi.Dogs	193.02
5/11/2026	5/10/2026	Fi - @fi.Dogs	193.02
5/11/2026	5/10/2026	Fi - @fi.Dogs	193.02
5/11/2026	5/10/2026	Fi - @fi.Dogs	193.02
5/11/2026	5/10/2026	Amazon Reta* Bf8bj6og1	15.99
5/11/2026	5/10/2026	Amazon Reta* Bf8lf5o01	11.99
5/12/2026	5/10/2026	Country Inn & Suites A	714
5/12/2026	5/10/2026	The Home Depot #3703	22.47
5/12/2026	5/11/2026	Wal-Mart #1636	78.09
5/12/2026	5/11/2026	Wm Supercenter #1636	215.99
5/12/2026	5/11/2026	Tandem Dog Training	43.05

5/12/2026	5/11/2026	Tandem Dog Training	43.05
5/12/2026	5/11/2026	Column Public Notice	204.12
5/12/2026	5/11/2026	Minnesota Valley Testing	1,292.00
5/12/2026	5/11/2026	Amazon Mktpl	83.64
5/12/2026	5/11/2026	Amazon Mktpl	57.3
5/12/2026	5/11/2026	Column Public Notice	5.67
5/12/2026	5/11/2026	Issuu	252
5/12/2026	5/11/2026	Ndrin-Nd Land Records	30
5/12/2026	5/11/2026	Acme Tools Minot	274.99
5/12/2026	5/11/2026	Blackburn Manufacturing	549.75
5/12/2026	5/11/2026	Acme Tools Minot	52.09
5/12/2026	5/11/2026	Acme Tools Minot	-43.1
5/12/2026	5/11/2026	Fireside Office Solution	843.02
5/12/2026	5/11/2026	Column Public Notice	99.84
5/12/2026	5/11/2026	Heiman Fire Equipment	6,081.35
5/12/2026	5/12/2026	Amazon Mark* Bv2jx65y0	247.64
5/13/2026	5/11/2026	Menards Minot Nd	259.3
5/13/2026	5/11/2026	Officemax/Depot 6513	728.79
5/13/2026	5/11/2026	Amazon Reta* Bj2iu35u0	-68.63
5/13/2026	5/11/2026	Menards Minot Nd	108.24
5/13/2026	5/11/2026	Officemax/Depot 6513	21.15
5/13/2026	5/11/2026	Menards Minot Nd	56.46
5/13/2026	5/11/2026	Menards Minot Nd	65.92
5/13/2026	5/12/2026	Amazon Reta* Bf6dm2xk1	135.62
5/13/2026	5/12/2026	Amazon Reta* Bf32p31j1	8.19
5/13/2026	5/12/2026	Intl Code Council Inc	-255
5/13/2026	5/12/2026	Zoro Tools Inc	589.62
5/13/2026	5/12/2026	Vzwrlss*apocc Visb	40.01
5/13/2026	5/12/2026	Fsp*north Central Section	10
5/13/2026	5/12/2026	Amazon Mktpl	15.72
5/13/2026	5/12/2026	Arrowhead Ace	35.22
5/13/2026	5/12/2026	Amazon Mktpl	15.3
5/13/2026	5/12/2026	Amazon Mark* Bf1ut1px1	556.6
5/13/2026	5/12/2026	Amazon Mark* Bf8u37p41	310.86
5/13/2026	5/12/2026	Amazon Mktpl	178.95
5/13/2026	5/12/2026	Verizonwrlss	29.42
5/13/2026	5/12/2026	Verizonwrlss	99.07
5/13/2026	5/12/2026	Amazon Mktpl	55.5
5/13/2026	5/12/2026	Thomson West	410.57
5/13/2026	5/12/2026	Vzwrlss*apocc Visb	3,909.19
5/13/2026	5/12/2026	Galls	919.77
5/13/2026	5/12/2026	Gooseneck Implement	75.78
5/13/2026	5/12/2026	Amazon Mktpl	179
5/13/2026	5/12/2026	All American Trophies Scr	15

5/13/2026	5/13/2026	Amazon Reta* Bf4848x81	46.87
5/14/2026	5/12/2026	Menards Minot Nd	26.41
5/14/2026	5/12/2026	Menards Minot Nd	23.52
5/14/2026	5/12/2026	Menards Minot Nd	22.87
5/14/2026	5/12/2026	Menards Minot Nd	61.92
5/14/2026	5/12/2026	Napa Parts 0027632	149.16
5/14/2026	5/12/2026	Cenex-Convenience Store	54.34
5/14/2026	5/13/2026	Macs Minot, Nd	52.28
5/14/2026	5/13/2026	Wm Supercenter #1636	200.92
5/14/2026	5/13/2026	Core & Main Nd002	3,955.92
5/14/2026	5/13/2026	Core & Main Nd002	426.14
5/14/2026	5/13/2026	Balco Uniform Co Inc	259
5/14/2026	5/13/2026	Common Sense Plus	30
5/14/2026	5/13/2026	Amazon Mktpl	484.49
5/14/2026	5/13/2026	Amazon Mktpl	59.48
5/14/2026	5/13/2026	Usps Kiosk 3762889550	8.05
5/14/2026	5/13/2026	Usps Kiosk 3762889550	8.7
5/14/2026	5/13/2026	Dollar Tree	19.25
5/14/2026	5/13/2026	Dacotah Paper Co	1,354.61
5/14/2026	5/13/2026	Amazon Mktpl	55.99
5/14/2026	5/13/2026	Vistaprint Corporate Solu	205.94
5/14/2026	5/13/2026	Amazon Mktpl	94.5
5/14/2026	5/14/2026	Amazon Reta* Bv4rw27d0	59.99
5/15/2026	5/13/2026	Officemax/Depot 6513	43.38
5/15/2026	5/13/2026	Grand Hyatt Washington	1,109.64
5/15/2026	5/13/2026	Wm Supercenter #1636	-215.99
5/15/2026	5/13/2026	Menards Minot Nd	19.75
5/15/2026	5/13/2026	Zoro Tools Inc	28.03
5/15/2026	5/13/2026	Kwik Trip #1020	67.84
5/15/2026	5/13/2026	Menards Minot Nd	170.08
5/15/2026	5/13/2026	Menards Minot Nd	39.94
5/15/2026	5/13/2026	Grand Hyatt Washington	1,109.64
5/15/2026	5/13/2026	Carquest Auto	18.99
5/15/2026	5/13/2026	Napa Parts 0027632	12.21
5/15/2026	5/13/2026	Ward County Recorder	30
5/15/2026	5/13/2026	Municipay(M3)*service Fe	1.5
5/15/2026	5/13/2026	Napa Parts 0027632	64.99
5/15/2026	5/14/2026	Cenex-Cubbys Inc	37.26
5/15/2026	5/14/2026	North Country Sports	21.98
5/15/2026	5/14/2026	Amazon Mktpl	70
5/15/2026	5/14/2026	Zoro Tools Inc	23.53
5/15/2026	5/14/2026	Soi*snap-On Industrial	1,337.80
5/15/2026	5/14/2026	Sq *the Bark Porch Inc	165
5/15/2026	5/14/2026	North Dakota State U	50

5/15/2026	5/15/2026	Hotel Lodging 8883o84415*	788.52
5/18/2026	5/14/2026	Hilton Hotels	1,057.68
5/18/2026	5/14/2026	Caseys #3364	44.3
5/18/2026	5/14/2026	Officemax/Depot 6513	120.46
5/18/2026	5/14/2026	Menards Minot Nd	1,179.86
5/18/2026	5/14/2026	The Home Depot #3703	25.92
5/18/2026	5/14/2026	Menards Minot Nd	21.33
5/18/2026	5/14/2026	Rdo Equipment-Minot	388.93
5/18/2026	5/14/2026	Menards Minot Nd	24.53
5/18/2026	5/14/2026	Fedex381315515249	32.05
5/18/2026	5/14/2026	Fedex381315562689	16.3
5/18/2026	5/14/2026	Fedex381315665739	16.23
5/18/2026	5/14/2026	Officemax/Depot 6513	96.96
5/18/2026	5/15/2026	Napa Parts 0027632	187.24
5/18/2026	5/15/2026	Military Names Llc	23
5/18/2026	5/15/2026	Vzwrlss*apocc Visb	396.18
5/18/2026	5/15/2026	Verizonwrlss	40.01
5/18/2026	5/15/2026	Kwik Trip #1020	61.53
5/18/2026	5/15/2026	Carquest Auto	4.62
5/18/2026	5/15/2026	Cherry Lake Publishing	140.7
5/18/2026	5/15/2026	Best Buy 00010637	66.63
5/18/2026	5/15/2026	Batteries Plus #0639	268.74
5/18/2026	5/15/2026	Rhi Supply Minot	131.05
5/18/2026	5/15/2026	Verizonwrlss	79.04
5/18/2026	5/15/2026	Minot Daily News	274.4
5/18/2026	5/15/2026	Menards Minot Nd	47.96
5/18/2026	5/15/2026	Ferguson Entprs 3094	155.22
5/18/2026	5/15/2026	Rei	174.61
5/18/2026	5/15/2026	Menards Minot Nd	130.32
5/18/2026	5/15/2026	The Home Depot #3703	26.97
5/18/2026	5/15/2026	Vzwrlss*apocc Visb	440.44
5/18/2026	5/15/2026	Clareys Safety Equipment	1,262.52
5/18/2026	5/15/2026	Officemax/Depot 6513	124.99
5/18/2026	5/15/2026	Staples.Com 0900	647.63
5/18/2026	5/15/2026	Wp*conferences	250
5/18/2026	5/16/2026	Amazon.Com*3i9118f93	46.87
5/18/2026	5/16/2026	Menards Minot Nd	46.98
5/18/2026	5/16/2026	Amazon Reta* Op4sa24q3	205.88
5/18/2026	5/16/2026	Carquest Auto	7.92
5/18/2026	5/16/2026	Amazon Mktpl	15.95
5/18/2026	5/16/2026	Dmi* Dell K-12/Govt	12.03
5/18/2026	5/17/2026	Amazon Reta* 9w3ll57t3	32.01
5/18/2026	5/17/2026	Amazon Reta* 422t42hj3	11.99
5/18/2026	5/17/2026	Amazon Mktpl	32.62

5/18/2026	5/17/2026	Amazon Reta* Bf85e4xy0	5.99
5/19/2026	5/17/2026	Kwik Trip #1020	33.71
5/19/2026	5/17/2026	Country Inn & Suites A	714
5/19/2026	5/17/2026	United	40
5/19/2026	5/17/2026	Officemax/Depot 6513	181.88
5/19/2026	5/18/2026	Schocks Safe And Lock Se	37.5
5/19/2026	5/18/2026	Schocks Safe And Lock Se	37.5
5/19/2026	5/18/2026	Ray Allen Manufacturing	251.08
5/19/2026	5/18/2026	Amazon Mktpl	499.99
5/19/2026	5/18/2026	Amazon Reta* Bf6xn4870	11.99
5/20/2026	5/18/2026	Menards Minot Nd	75.99
5/20/2026	5/18/2026	Desert Cab	36.68
5/20/2026	5/18/2026	Officemax/Depot 6513	343.96
5/20/2026	5/19/2026	Best Buy 00010637	104.95
5/20/2026	5/19/2026	470 Auto Value - Minot	78.96
5/20/2026	5/19/2026	Www.Usaccessinstitute.	150
5/20/2026	5/19/2026	Border States Industries	7.23
5/20/2026	5/19/2026	All American Trophies Scr	9
5/20/2026	5/19/2026	Psvj *jpmc Fee	0.63
5/20/2026	5/19/2026	Ndstate Plumbing Board	25
5/20/2026	5/19/2026	Wal-Mart #1636	357.81
5/20/2026	5/19/2026	Macs Minot, Nd	20
5/20/2026	5/19/2026	Amazon Mktpl	90.5
5/20/2026	5/19/2026	Amazon Mktpl	129.99
5/20/2026	5/19/2026	Country Inn & Suites -	330
5/20/2026	5/19/2026	Runnings Of Minot	38.95
5/20/2026	5/19/2026	Fastenal Company 01ndmin	146.24
5/20/2026	5/19/2026	Ferguson Entprs 3094	103.18
5/20/2026	5/19/2026	Amazon Mktpl	39.99
5/20/2026	5/19/2026	Baymont Inn & Suites D	110
5/20/2026	5/19/2026	Paws Dakota Resort	283.5
5/20/2026	5/19/2026	Amazon Mktpl	42.94
5/20/2026	5/19/2026	Amazon Mktpl	52.74
5/20/2026	5/19/2026	Column Public Notice	170.1
5/20/2026	5/20/2026	Amazon Mktpl	242.1
5/20/2026	5/20/2026	Usabluebook	838.4
5/21/2026	5/19/2026	Officemax/Depot 6513	271.98
5/21/2026	5/19/2026	The Home Depot #3703	20.15
5/21/2026	5/19/2026	Menards Minot Nd	44.83
5/21/2026	5/19/2026	Kwik Trip #1020	63.37
5/21/2026	5/19/2026	Military Names Llc	65
5/21/2026	5/19/2026	Amazon Reta* Bv0ta69s1	-13.97
5/21/2026	5/19/2026	Arco 914926	52.16
5/21/2026	5/19/2026	Corporate Technologies Ll	21,427.20

5/21/2026	5/20/2026	Macs Minot, Nd	2.76
5/21/2026	5/20/2026	B&h Photo 800-606-6969	2,535.36
5/21/2026	5/20/2026	Niess Impressions	1,319.59
5/21/2026	5/20/2026	Grainger	76.26
5/21/2026	5/20/2026	Amazon Reta* Gp3344gb3	69
5/21/2026	5/20/2026	Arrowhead Ace	5.99
5/21/2026	5/20/2026	Column Public Notice	667.44
5/21/2026	5/20/2026	Acme Tools Minot	59
5/21/2026	5/20/2026	Py *swanson & Warcup, Ltd	256
5/21/2026	5/20/2026	Py *swanson & Warcup, Ltd	1,056.00
5/21/2026	5/20/2026	Lowes Printing	520
5/21/2026	5/21/2026	Amazon Mktpl	184.32
5/21/2026	5/21/2026	Ray Allen Manufacturing	94.98
			203,101.46

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES

Charge these funds:

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

Electronic Payments:

	AT&T	-
	AFLAC	13,458.09
	BCBS	629,655.32
	Federal Tax Withholding	-
	Deferred Comp	-
	Service Credit	-
	NDPERS	-
	Empower	38,712.77
	Verendrye	68,797.96
	Montana Dakota Utilities	20,955.75
	Xcel Energy	172,037.24
	Discovery Benefits	8,227.59
	ADP Payroll taxes	313,568.25
	ADP Payroll Wage garnishment	11,038.95
	ADP Monthly Invoice	15,717.12
	Deere Credit Lease Payment	69,933.42
	ADP Payroll Taxes wire Pension	-
	Job Service	13,658.89
	Unum	-
	Provident	285.08
	Total	$ 1,376,046.43

TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief

DATE: June 1, 2026

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve the following alcohol licenses:

- **Sunrise Hospitality, LLC dba the Hyatt House (2301 Landmark Dr NW) for a Hotel license from June 1, 2026, to December 31, 2026.**
- **JSK Foods ND, LLC dba the Bunker Bar & Grill (2110 E Burdick Expwy) for a Supper Club license from June 1, 2026, to December 31, 2026.**

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 Deputy Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

If the establishment would like to sell alcohol, the license 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

The City Council could deny the license and the restaurant could not sell alcohol until City Council approves the license for 2026.

TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 1, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS RENEWALS

I. RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorizations for the following organization to conduct games of chance during the license year of July 1, 2026, through June 30, 2027, at the following location:

- **Minot Hockey Boosters, Inc.**
  - **The "O"riginal (720 N Broadway)**
- **Minot Moose Lodge No 822 Loyal Order of the Moose, Inc.**
  - **Minot Moose Lodge (400 9th St SW)**
- **Magic City Lions Club**
  - **Clarion Hotel (2200 E Burdick Exwy)**
  - **Spicy Pie (1100 N Broadway)**
  - **Rockin' Horse (2625 E Burdick Exwy)**
  - **Ebeneezers (300 E Central Ave)**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
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 Deputy Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

This is a yearly process for all sites. The gaming year is July 1st - June 30th every year. Site authorizations must be approved in a timely manner in order for organizations to submit their approved gaming form to the Attorney General's Office by the expiration deadline.

IV. IMPACT

A. Service/Delivery Impact:

N/A

B. Fiscal Impact

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

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

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

TO: Mayor and Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: June 1, 2026

SUBJECT: **GAMING SITE AUTHORIZATION - MSU BEAVER BOOSTERS**

I. RECOMMENDED ACTION

It is recommended City Council approve the following gaming site authorization for the MSU Beaver Boosters to conduct a calcutta on June 25, 2026, at the following location:

- **Beowulf (1912 Valley Bluffs Drive)**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
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 Deputy Police Chief.

B. Proposed Project

N/A

C. Recommendation Detail

This is a yearly process for all sites. The gaming year is July 1st - June 30th every year. Site authorizations must be approved in a timely manner in order for organizations to submit their approved gaming form to the Attorney General's Office by the expiration deadline.

IV. IMPACT

A. Service/Delivery Impact:
N/A

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

Project Costs
N/A

Project Funding
N/A

VI. ALTERNATIVES

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

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: **CASE #2026-41 - LOTS 1 & 2, BLOCK 1, NOLEN'S ADDITION - MINOR PLAT**

I. RECOMMENDED ACTION

It is recommended that City Council approve the Minor Plat 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

The applicant is requesting to split one lot into two lots.

B. Proposed Project

3820 South Broadway, Minot, ND 58701

C. Recommendation Detail

It is recommended that City Council approve the Minor Plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

Splitting one lot into two lots.

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

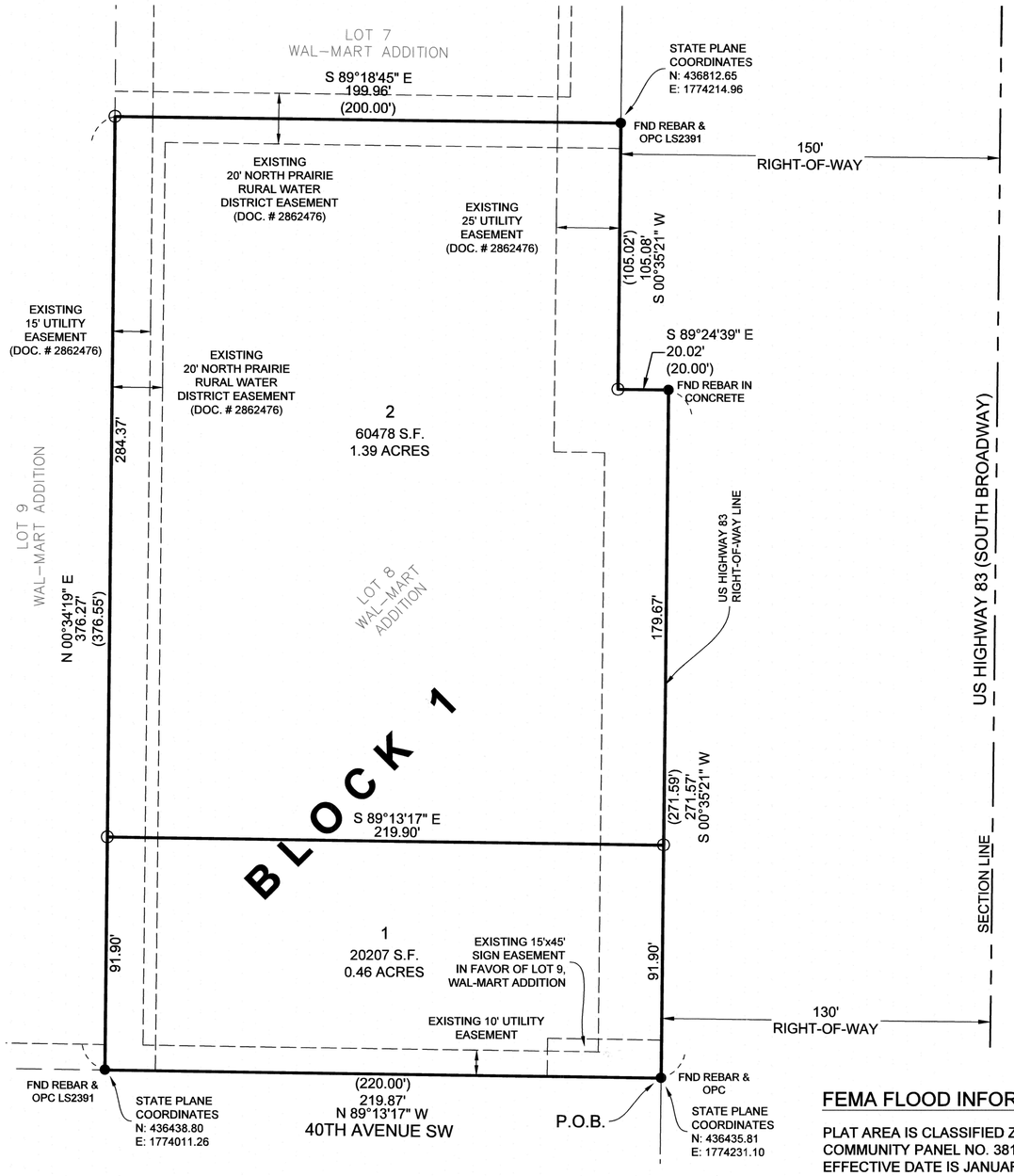
N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

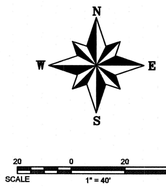
NOLEN'S ADDITION

A REPLAT OF LOT 8 OF WAL-MART ADDITION, TO THE CITY OF MINOT AS SITUATED IN SECTION 2, TOWNSHIP 154 NORTH, RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARD COUNTY, NORTH DAKOTA



PLAT LEGEND

- CORNER (TO BE SET) LS-4687
- FOUND IRON MONUMENT AS DESCRIBED
- EXISTING ADJACENT PROPERTY LINE
- EASEMENT LINE
- PLAT BOUNDARY
- LOT BOUNDARY
- 514.03' — MEASURED DISTANCE
- (514.07') — PLAT DISTANCE
- SECTION LINE



DATE: MAY 2026
COORDINATES SHOWN ARE NORTH DAKOTA STATE PLANE COORDINATES (NORTH ZONE).
UNITS ARE US SURVEY FEET.
DISTANCES SHOWN ARE GRID DISTANCES

ENGINEER/SURVEYOR
KLJ
677 27TH AVE EAST
DICKINSON, ND 58601

OWNER
HERSLIP HOMES, LLC
PO BOX 2052
MINOT, ND 58702

FEMA FLOOD INFORMATION

PLAT AREA IS CLASSIFIED ZONE X PER FIRM COMMUNITY PANEL NO. 38101C0803D. FIRM EFFECTIVE DATE IS JANUARY 19, 2000. ZONE X IS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

PLAT INFORMATION

- NUMBER OF LOTS: 2 (BLOCK 1)
- LOT 1, BLOCK 1 ACREAGE - 0.46 +/- ACRES
- LOT 2, BLOCK 1 ACREAGE - 1.39 +/- ACRES
- BLOCK 1 TOTAL ACREAGE - 1.85 +/- ACRES

PLAT SUBJECT TO PRIOR EASEMENTS EITHER EXISTING OR OF RECORD.

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

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT HERSLIP HOMES, LLC, BEING THE OWNER AND PROPRIETOR OF LOT 8, OF WAL-MART ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 OF WAL-MART ADDITION, AS DESCRIBED IN DOCUMENT NO. 2838755, RECORDED AT THE WARD COUNTY RECORDER'S OFFICE; SAID CORNER IS THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 40TH AVENUE SW AND THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 83; THENCE N 89°13'17" W, ALONG THE SOUTH LINE OF SAID LOT 8 AND THE NORTH LINE OF SAID 40TH AVENUE SW, A DISTANCE OF 219.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8 AND THE SOUTHEAST CORNER OF LOT 9 OF WAL-MART ADDITION; THENCE N 00°34'19" E, ALONG THE WEST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID LOT 9, A DISTANCE OF 376.27 FEET TO THE NORTHWEST CORNER OF SAID LOT 8 AND THE SOUTHWEST CORNER OF LOT 7 OF WAL-MART ADDITION; THENCE S 89°18'45" E, ALONG THE THE NORTH LINE OF SAID LOT 8 AND THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 199.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 AND THE SOUTH EAST CORNER OF SAID LOT 7, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 83, THENCE S 00°35'21" W, ALONG SAID EAST LINE LOT 8 AND SAID WEST RIGHT-OF-WAY LINE OF US HIGHWAY 83, A DISTANCE OF 105.08 FEET; THENCE S 89°24'39" E, ALONG SAID EAST LINE OF LOT 8 AND SAID WEST RIGHT-OF-WAY LINE OF US HIGHWAY 83, A DISTANCE OF 20.02 FEET; THENCE S 00°35'21" W, ALONG SAID EAST LINE OF LOT 8 AND SAID WEST RIGHT-OF-WAY LINE OF US HIGHWAY 83, A DISTANCE OF 271.57 FEET TO THE POINT OF BEGINNING.

SAID PLAT CONTAINS 80,685 SQUARE FEET OR 1.85 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, TO BE KNOWN AS **"NOLEN'S ADDITION"** TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE STREET RIGHTS-OF-WAY AND EASEMENTS, ALLEYS, PARKS OR OTHER OPEN SPACES AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, UNLESS OTHER BENEFIT OR USE IS PROVIDED ON THE PLAT, IN WITNESS WHEREOF THE OWNER HEREUNTO AFFIXED HIS SIGNATURE.

KEN HERSLIP - OWNER - HERSLIP HOMES, LLC

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Ward)

BE IT KNOWN THAT ON THIS 15 DAY OF May, 2026, BEFORE ME PERSONALLY APPEARED KEN HERSLIP, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

JENNIFER L JOHNSON
Notary Public
State of North Dakota
Commision Expiration Date: June 11, 2029

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, CARL OLSON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE FOREGOING TRACT OF LAND, THAT LOTS, DIMENSIONS, AREAS, MONUMENTS AND LOCATIONS AS SHOWN ON THE FOREGOING PLAT IS A TRUE COPY OF THE NOTES OF A SURVEY PERFORMED UNDER MY SUPERVISION, AND THAT ALL INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
CARL P. OLSON
PE-4687
LS-4687
DATE 5.14.2026
NORTH DAKOTA

CARL OLSON
PROFESSIONAL LAND SURVEYOR
N.D. REGISTRATION NO. LS-4687

STATE OF NORTH DAKOTA)
)SS
COUNTY OF Cass)

BRIAN WIESNER
Notary Public
State of North Dakota
My Commission Expires June 12, 2027

BE IT KNOWN THAT ON THIS 14th DAY OF May, 2026, BEFORE ME PERSONALLY APPEARED CARL OLSON, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

NOTARY PUBLIC

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HEREON DEPICTED HAS BEEN APPROVED BY THE MINOT PLANNING COMMISSION AND THE MINOT CITY COUNCIL.

MINOT CITY ENGINEER

NOLEN'S ADDITION

KLJ

1 OF 1

May 12, 2026 - 2:35pm - K:\Projects\Developer\BKProperties\2616-10133_BWW_Wal-Mart\CAD\2616-10133_Nolen'sAddition .dwg

TO: Mayor and Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: June 1, 2026

SUBJECT: **2025 STREET IMPROVEMENT ADDITIONAL AREAS - FINAL PAYMENT (4866.3)**

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of $83,994.65 to Minot Paving Co. LLC.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

This was an annual maintenance project to repair and rehabilitate streets that are showing moderate to severe pavement distress. Mill and overlays, cement stabilized base, asphalt reconstruction and other treatments to distressed streets improve ride and safety, and increase the pavement life.

B. Proposed Project

This project was focused on 2 areas in Minot, and are listed below.

Area	Description/Location
1	25th St/10th Ave NW, from 26th St NW to 27th St NW
2	13th St SW, from 37th Ave SW to 32nd Ave SW

C. Recommendation Detail

On Tuesday, May 13th, 2025, at 11:00 AM, bids were publicly opened via Microsoft Teams for this project. Minot Paving Co. LLC was the low bidder, and the contract was awarded to them by Council on May 19, 2025. Now that the project is finished, the City is obligated to submit final payment to Minot Paving and close out the project.

IV. IMPACT

A. Service/Delivery Impact:

This project provided needed maintenance and rehabilitation of existing city infrastructure to extend the life of the roadways.

B. Fiscal Impact

The project experienced delays past the completion and milestone dates of the project contract. As such, liquidated damages are withheld from payment for each day past the contract dates. More information on the liquidated damages is provided on the Adjustment of Payment document attached to this agenda item.

Project Costs	
Contractor's Bid Price	$ 1,184,617.21
Net change by Change Orders	$ 199,329.28
Final Construction Cost	$ 1,383,946.49
Subtraction of payment due to liquidated damages	$ (54,400.00)
Final amount paid to Contractor	**$ 1,329,546.49**
Project Funding	
2025 Street Maintenance Account No. 10038000-44508	$ 11,000,000.00

VI. ALTERNATIVES

N/A

PAYMENT ADJUSTMENT WORKSHEET

ATTACHMENT TO CONTRACTOR'S APPLICATION FOR PAYMENT 2 - Final

ENGINEER'S RECOMMENDATION OF PAYMENT

For (Contract):	2025 Street Improvement - Additional Areas	Project Number:	4866.3
Application Period:	11/22/2025 - 5/6/2026	Application Date:	May 6, 2026

DESCRIPTION OF ENGINEER RECOMMENDED ADJUSTMENTS TO PAYMENT **(per General Conditions of the Construction Contract)**	**DECREASE in Payment**
Defective or damaged Work:	$ -
Work which has not progressed to the point indicated on the Contractor's Application for Payment:	$ -
Work subject to evaluation or testing to determine if the quality of the Work is generally in accordance with the Contract Documents:	$ -
Work where the conditions precedent to the Contractor's being entitled to payment do not appear to have been met:	$ -
Other reductions allowed in the Contract Documents:	$ -

Amount Due per Line 8. of Contractor's Application for Payment	$	138,394.65
Net Engineer Recommended Payment Adjustments	$	-
RECOMMENDED PAYMENT TO CONTRACTOR	**$**	**138,394.65**

Justification (attach supporting documents if necessary):

OWNER'S ADJUSTMENT OF PAYMENT

DESCRIPTION OF OWNER REDUCTION OF PAYMENT **(per General Conditions of the Construction Contract)**	**DECREASE in Payment**
Claims against Owner on account of Contractor's performance or furnishing of the Work:	$ -
Liens against Owner, where bonds satisfactory to the Owner have not been delivered to secure the satisfaction and discharge of such Liens:	$ -

Liquidated Damages withheld as follows:

Milestones @	$1,600.00 per day	X	0 days =	$0.00
Substantial Completion @	$1,600.00 per day	X	14 days =	$22,400.00
Final Completion @	$1,600.00 per day	X	20 days =	$32,000.00

Other items entitling the Owner to a set-off against the amount recommended, as allowed in the Contract Documents: $ -

Engineer's Recommended Payment:	$	138,394.65	
Owner's adjustment to Engineer's Recommendation of Payment:	$	-	(increase-positive, or decrease-negative amount)
Owner's Total Payment Withheld:	$	(54,400.00)	
TOTAL DUE TO CONTRACTOR THIS APPLICATION:	**$**	**83,994.65**	

Justification (attach supporting documents if necessary):

The project had a significant delay due to the Contractor having trouble finding and scheduling a milling subcontractor. This resulted in the following delays (following dates are in the year 2025):
On 10th Ave NW/25th St NW, concrete work was completed on August 15, but milling did not begin until September 15. Paving was completed on September 28.
On 13th St SW, concrete work was completed on September 12, but milling did not begin until October 1. Paving was completed on October 24, 14 days past the Substantial completion date.
The punch list took a week to assemble for the Contractor, and was not completed until November 18. With an original final completion date of October 10, and subtracting Sundays, Veteran's day, 4 rain days, and the 7 days it took to assemble the final punch list, this comes to 34 days worth of liquidated damages.

Contractor's Application for Payment

Owner:	City of Minot	**Owner's Project No.:**	4866.3
Engineer:	City Engineer	**Engineer's Project No.:**	4866.3
Contractor:	Minot Paving Company, LLC	**Contractor's Project No.:**	
Project:	2025 Street Improvement - Additional Areas		
Contract:	2025 Street Improvement - Additional Areas		
Application No.:	2 - Final	**Application Date:**	5/6/2026
Application Period:	From 11/22/2025	to	5/6/2026

1. Original Contract Price	$ 1,184,617.21
2. Net change by Change Orders	$ 199,329.28
3. Current Contract Price (Line 1 + Line 2)	$ 1,383,946.49
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$ 1,383,946.49
5. Retainage	
a. 0% X $ 1,383,946.49 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)	$ 1,383,946.49
7. Less previous payments (Line 6 from prior application)	$ 1,245,551.84
8. Amount due this application	$ 138,394.65
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: Minot Paving
Signature: G.M. **Date:** 5/6/25

Recommended by Engineer	**Approved by Owner**
By: Jesse Hafferty	**By:**
Title: Project Manager, City of Minot	**Title:** City Engineer
Date: 5/7/2026	**Date:** 5/7/2026

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.:**	4866.3
Engineer:	City Engineer	**Engineer's Project No.:**	4866.3
Contractor:	Minot Paving Company, LLC	**Contractor's Project No.:**	
Project:	2025 Street Improvement - Additional Areas		
Contract:	2025 Street Improvement - Additional Areas		

Application No.: 2 - Final **Application Period:** From 11/22/25 to 05/06/26 **Application Date:** 05/06/26

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	1.00	LS	5,895.00	5,895.00	1.00	5,895.00		5,895.00	100%	-
2	MOBILZATION (13TH ST SW)	1.00	LS	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
3	MOBILZATION (10TH AVE NW & 25TH ST NW)	1.00	LS	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
4	TRAFFIC CONTROL - TYPE 1 (13TH ST SW)	1.00	LS	5,700.00	5,700.00	1.00	5,700.00		5,700.00	100%	-
5	TRAFFIC CONTROL - TYPE 1 (10TH AVE NW & 25TH ST NW)	1.00	LS	4,345.00	4,345.00	1.00	4,345.00		4,345.00	100%	-
6	STORM DRAIN INLET PROTECTION	2.00	EA	195.00	390.00	2.00	390.00		390.00	100%	-
7	REMOVE CURB AND GUTTER	2,469.00	LF	12.00	29,628.00	2,469.00	29,628.00		29,628.00	100%	-
8	REMOVE SIDWALK	84.00	SY	26.00	2,184.00	84.00	2,184.00		2,184.00	100%	-
9	REMOVE DRIVEWAY PAVEMENT	322.00	SY	20.00	6,440.00	322.00	6,440.00		6,440.00	100%	-
10	REMOVE BITUMINOUS PAVEMENT	503.00	SY	4.50	2,263.50	503.00	2,263.50		2,263.50	100%	-
11	SALVAGE AND REINSTALL SIGN	2.00	EA	500.00	1,000.00	2.00	1,000.00		1,000.00	100%	-
12	MILL PAVEMENT	22,767.00	SY	4.15	94,483.05	22,767.00	94,483.05		94,483.05	100%	-
13	ADJUST CASTING - MANHOLE	28.00	EA	900.00	25,200.00	28.00	25,200.00		25,200.00	100%	-
14	REPLACE CASTING - MANHOLE	6.00	EA	1,450.00	8,700.00	6.00	8,700.00		8,700.00	100%	-
15	ADJUST VALVE BOX	39.00	EA	300.00	11,700.00	39.00	11,700.00		11,700.00	100%	-
16	REPLACE VALVE BOX TOP SECTION	13.00	EA	1,100.00	14,300.00	13.00	14,300.00		14,300.00	100%	-
17	COMMON EXCAVATION	506.00	CY	15.00	7,590.00	506.00	7,590.00		7,590.00	100%	-
18	TOPSOIL - IMPORTED	59.00	CY	57.50	3,392.50	59.00	3,392.50		3,392.50	100%	-
19	AGGREGATE BASE, CLASS 5	536.66	TON	34.00	18,246.44	536.66	18,246.44		18,246.44	100%	-
20	CEMENT STABILIZED BASE	22,767.00	SY	15.75	358,580.25	22,767.00	358,580.25		358,580.25	100%	-
21	BITUMINOUS TACK COAT	1,146.50	GAL	3.95	4,528.68	1,146.50	4,528.68		4,528.68	100%	-
22	HOT MIX ASPHALT (HMA) FAA 43 PG 58S-28	4,386.95	TN	102.50	449,662.38	4,386.95	449,662.38		449,662.38	100%	-
23	HMA FULL DEPTH PATCH	5,410.50	SF	8.00	43,284.00	5,410.50	43,284.00		43,284.00	100%	-
24	CONCRETE CURB AND GUTTER	2,469.00	LF	38.81	95,821.89	2,469.00	95,821.89		95,821.89	100%	-
25	CURB 6 IN	20.00	LF	28.00	560.00	20.00	560.00		560.00	100%	-
26	VALLEY GUTTER - CLASS ASE	490.00	SY	175.00	85,750.00	490.00	85,750.00		85,750.00	100%	-
27	CONCRETE SIDEWALK - 4 IN	84.00	SY	61.00	5,124.00	84.00	5,124.00		5,124.00	100%	-
28	CONCRETE SIDEWALK - 6 IN	31.00	SY	284.00	8,804.00	31.00	8,804.00		8,804.00	100%	-
29	DRIVEWAY PAVEMENT - 6 IN	282.00	SY	93.00	26,226.00	282.00	26,226.00		26,226.00	100%	-
30	PIGMENTED IMPRINTED CONCRETE - 6 IN	12.00	SY	819.00	9,828.00	12.00	9,828.00		9,828.00	100%	-
31	DETECTABLE WARNING PANEL - CAST IRON	40.00	SF	49.00	1,960.00	40.00	1,960.00		1,960.00	100%	-
32	SEEDING (HYDRO - MULCH) - SUNNY MIX	692.00	LS	5.65	3,909.80	692.00	3,909.80		3,909.80	100%	-
33	SPRINKLER AND IRRIGATION REPAIR	1.00	SY	6,500.00	6,500.00	1.00	6,500.00		6,500.00	100%	-
34	SALVAGE AND REINSTALL LANDSCAPE ROCKS	65.00	SY	30.00	1,950.00	65.00	1,950.00		1,950.00	100%	-
				Totals	$ 1,383,946.49		$ 1,383,946.49	$ -	$ 1,383,946.49	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
Engineer:	City Engineer
Contractor:	Minot Paving Company, LLC
Project:	2025 Street Improvement - Additional Areas
Contract:	2025 Street Improvement - Additional Areas

Owner's Project No.:	4866.3
Engineer's Project No.:	4866.3
Contractor's Project No.:	

Application No.: 2 - Final **Application Period:** From 11/22/25 to 05/06/26 **Application Date:** 05/06/26

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) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
					-		-		-		-
					-		-		-		-
				Change Order Totals	$ -		$ -	$ -	$ -		$ -
Original Contract and Change Orders											
				Project Totals	$ 1,383,946.49		$ -	$ -	$ 1,383,946.49	100%	$ -

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

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: CASE #2026-42 - BOLTON HEIGHTS 16TH ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve the plat 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

The applicant wishes to consolidate multiple lots into one lot.

B. Proposed Project

Lots 15A-16B, Block 11, Bolton Heights 2nd Addition

C. Recommendation Detail

It is recommended that City Council approve the plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

Combining multiple lots into one lot

B. Fiscal Impact

N/A

Project Costs

N/A

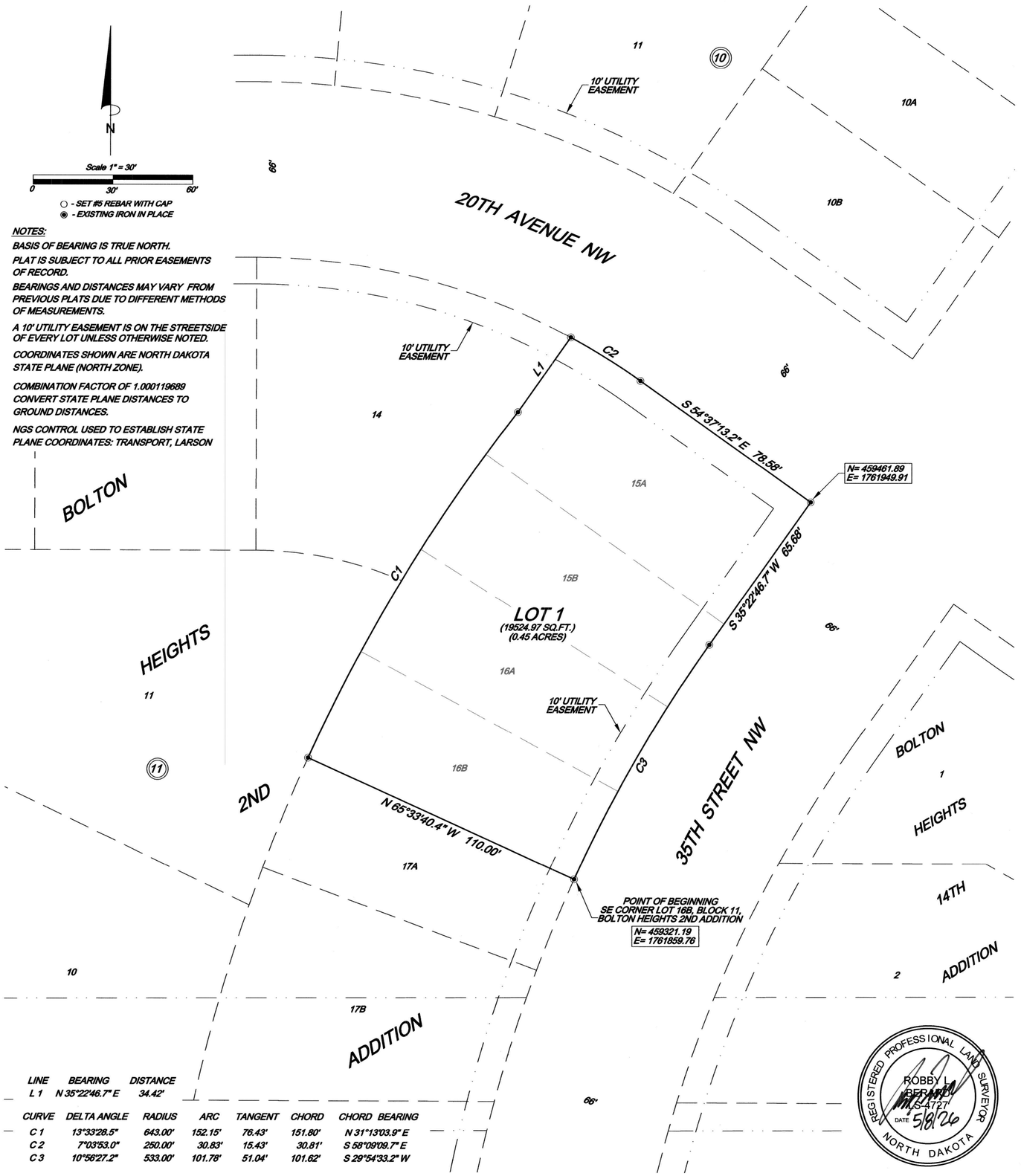
Project Funding

N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

BOLTON HEIGHTS 16TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 15A THRU 16B, BLOCK 11, BOLTON HEIGHTS 2ND ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA)



NOTES:

BASIS OF BEARING IS TRUE NORTH.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.

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

A 10' UTILITY EASEMENT IS ON THE STREETSIDE OF EVERY LOT UNLESS OTHERWISE NOTED.

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

COMBINATION FACTOR OF 1.000119689 CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

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

LINE	BEARING	DISTANCE
L 1	N 35°22'46.7" E	34.42'

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	13°33'28.5"	643.00'	152.15'	76.43'	151.80'	N 31°13'03.9" E
C 2	7°03'53.0"	250.00'	30.83'	15.43'	30.81'	S 58°09'09.7" E
C 3	10°56'27.2"	533.00'	101.78'	51.04'	101.62'	S 29°54'33.2" W

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT RAPHAEL A. KELLER, BEING OWNER AND PROPRIETOR OF LOTS 15A THRU 16B, BLOCK 11, BOLTON HEIGHTS 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF LOT 16B, BLOCK 11, BOLTON HEIGHTS 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 65°33'40.4" W, A DISTANCE OF 110.00 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 152.15 FEET, SAID CURVE HAVING A RADIUS OF 643.00 FEET AND A CHORD OF 151.80 FEET WHICH BEARS N 31°13'03.9" E; THENCE N 35°22'46.7" E, A DISTANCE OF 34.42 FEET; THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 30.83 FEET, SAID CURVE HAVING A RADIUS OF 250.00 FEET AND A CHORD OF 30.81 FEET WHICH BEARS S 58°09'09.7" E, THENCE S 54°37'13.2" E, A DISTANCE OF 78.58 FEET; THENCE S 35°22'46.7" W, A DISTANCE OF 65.68 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 101.78 FEET, SAID CURVE HAVING A RADIUS OF 533.00 FEET AND A CHORD OF 101.62 FEET WHICH BEARS S 29°54'33.2" W TO THE POINT OF BEGINNING. TRACT CONTAINS 0.45 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS BOLTON HEIGHTS 16TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

RAPHAEL A. KELLER

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 8th DAY OF May, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED RAPHAEL A. KELLER, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
LS-4727
DATE 5/8/26
NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 8 DAY OF May, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
LS-4727
DATE 5/8/26
NORTH DAKOTA

APPROVED: _____ DATE: _____
CITY OF MINOT ENGINEER

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

JOB #67-26

TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 1, 2026

SUBJECT: CASE #2026-43 - VALLI HAI 3RD ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve that plat 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

The applicant wishes to adjust lot lines to fit structures as constructed.

B. Proposed Project

Lot 2 less the East 15', Lots 3-6, Lot 7 less the North 16.4' and the West 18' of Lot 8, Valli Hai 2nd Addition

C. Recommendation Detail

It is recommended that City Council approve that plat as shown in Attachment A.

IV. IMPACT

A. Service/Delivery Impact:

Adjust lot lines to fit structures to construct houses

B. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

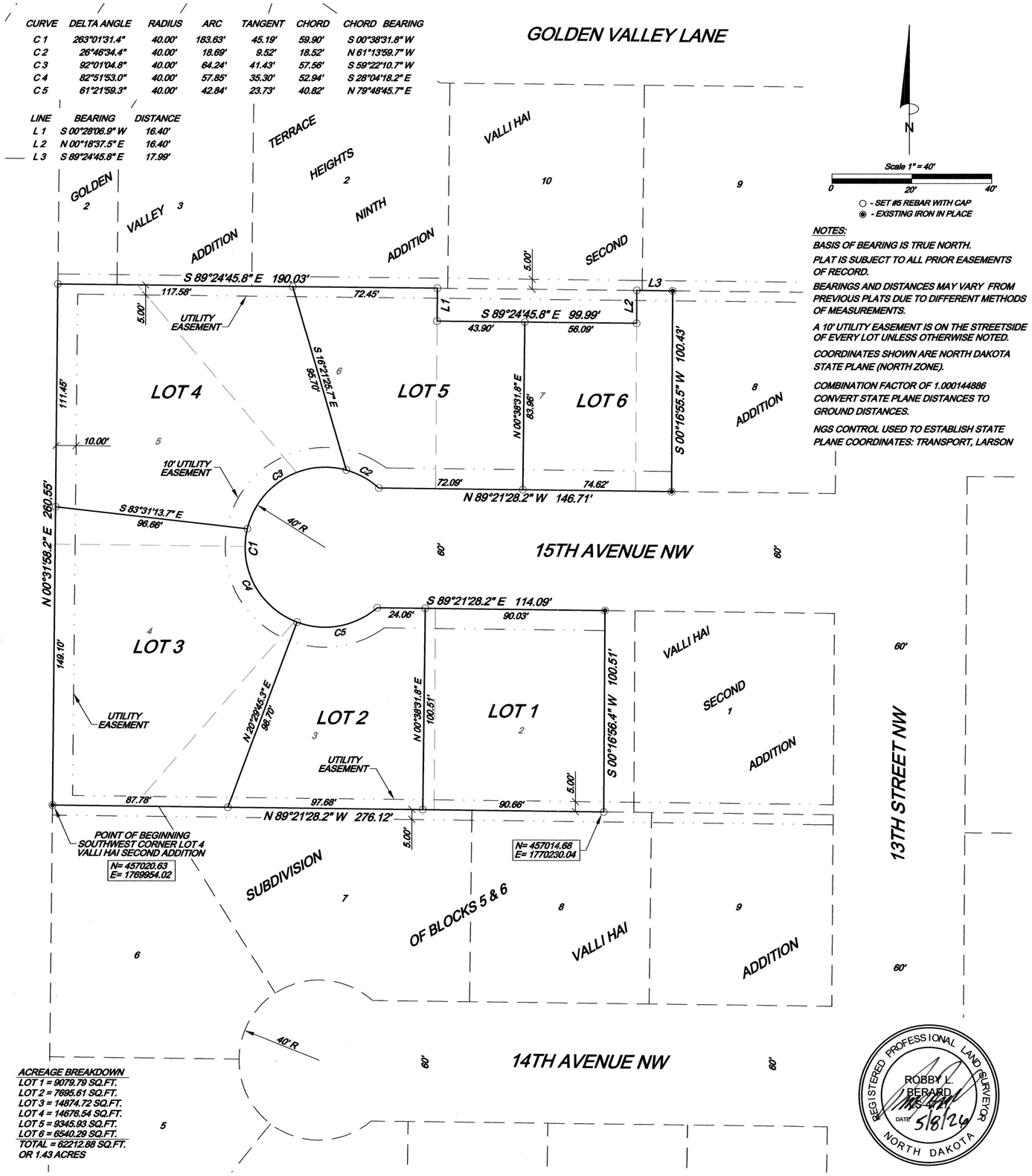
VI. ALTERNATIVES

City Council may deny or approve with conditions.

VALLI HAI THIRD ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOT 2, LESS THE EAST 15 FEET, LOTS 3 THRU 6, LOT 7 LESS THE NORTH 16.4 FEET AND THE WEST 18 FEET OF LOT 8, VALLI HAI SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA)

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	263°01'31.4"	40.00'	183.63'	45.19'	59.90'	S 00°38'31.8" W
C 2	26°46'34.4"	40.00'	18.69'	9.52'	18.52'	N 61°13'59.7" W
C 3	92°01'04.8"	40.00'	64.24'	41.43'	57.56'	S 59°22'10.7" W
C 4	82°51'53.0"	40.00'	57.85'	35.30'	52.94'	S 28°04'18.2" E
C 5	61°21'59.3"	40.00'	42.84'	23.73'	40.82'	N 79°48'45.7" E

LINE	BEARING	DISTANCE
L 1	S 00°28'06.9" W	16.40'
L 2	N 00°18'37.5" E	16.40'
L 3	S 89°24'45.8" E	17.99'



N

Scale 1" = 40'

0 20' 40'

○ - SET #5 REBAR WITH CAP
◉ - EXISTING IRON IN PLACE

NOTES:

BASIS OF BEARING IS TRUE NORTH.

PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD.

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

A 10' UTILITY EASEMENT IS ON THE STREETSIDE OF EVERY LOT UNLESS OTHERWISE NOTED.

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

COMBINATION FACTOR OF 1.000144886 CONVERT STATE PLANE DISTANCES TO GROUND DISTANCES.

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

ACREAGE BREAKDOWN
LOT 1 = 9079.79 SQ.FT.
LOT 2 = 7695.61 SQ.FT.
LOT 3 = 14874.72 SQ.FT.
LOT 4 = 14676.54 SQ.FT.
LOT 5 = 9345.93 SQ.FT.
LOT 6 = 6540.29 SQ.FT.
TOTAL = 62212.88 SQ.FT.
OR 1.43 ACRES

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

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT MINOT HOUSING AUTHORITY, BEING OWNER AND PROPRIETOR OF LOT 2, LESS THE EAST 15 FEET, LOTS 3 THRU 6, LOT 7 LESS THE NORTH 16.4 FEET AND THE WEST 18 FEET OF LOT 8, VALLI HAI SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, VALLI HAI SECOND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE N 00°31'58.2" E, A DISTANCE OF 260.55 FEET; THENCE S 89°24'45.8" E, A DISTANCE OF 190.03 FEET; THENCE S 00°28'06.9" W, A DISTANCE OF 16.40 FEET; THENCE S 89°24'45.8" E, A DISTANCE OF 99.99 FEET; THENCE N 00°18'37.5" E, A DISTANCE OF 16.40 FEET; THENCE S 89°24'45.8" E, A DISTANCE OF 17.99 FEET; THENCE S 00°16'55.5" W, A DISTANCE OF 100.43 FEET; THENCE N 89°21'28.2" W, A DISTANCE OF 146.71 FEET; THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 183.63 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD OF 59.90 FEET WHICH BEARS S 00°38'31.8" W; THENCE S 89°21'28.2" E, A DISTANCE OF 114.09 FEET; THENCE S 00°16'56.4" W, A DISTANCE OF 100.51 FEET; THENCE N 89°21'28.2" W, A DISTANCE OF 276.12 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.43 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS VALLI HAI THIRD ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HIS SIGNATURE.

TOM ALEXANDER
(EXECUTIVE DIRECTOR)
MINOT HOUSING AUTHORITY

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 8th DAY OF May, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED TOM ALEXANDER, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

SURVEYOR'S CERTIFICATE

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

ROBBY L. BERARD, RLS NO. 4727

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L. BERARD
LS-4727
DATE 5/8/24
NORTH DAKOTA

STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 8th DAY OF May, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED ROBBY L. BERARD, REGISTERED LAND SURVEYOR, WELL KNOWN TO ME TO BE SUCH AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING SURVEYOR'S CERTIFICATE AS HIS OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC, WARD COUNTY, STATE OF NORTH DAKOTA

REGISTERED PROFESSIONAL LAND SURVEYOR
ROBBY L BERARD
LS-4727
DATE 5/8/24
NORTH DAKOTA

APPROVED: _____ DATE: _____

CITY OF MINOT ENGINEER

JOB #66-26

TO: Mayor and Members of the City Council

FROM: Jodi Erickson, Grant Manager

DATE: June 1, 2026

SUBJECT: **ENVIRONMENTAL REVIEW SERVICES MASTER SERVICE AGREEMENT — KLJ**

I. RECOMMENDED ACTION

It is recommended City Council approve the Master Service Agreement with KLJ Engineering and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background. Annually, the City of Minot receives an allocation of funding from HUD for the Community Development Block Grant (CDBG) program. The City announces the opportunity to apply for funding through public notices. Applications are reviewed for eligibility to determine if the proposed activities meet HUD's National Objectives and the City's priorities to benefit low-to-moderate income households. The applications are ranked and presented to the City Council for approval. Based on the type of activity, an environmental assessment may be needed. In March 2026, the City solicited bids from environmental service firms to provide HUD-compliant Environmental Review (ER) Services for housing and community development projects, as required under 24 CFR Part 58. Through a competitive process, the selection committee ranked and recommended KLJ Engineering to the City Council as its top ranked firm. On April 20, 2026, the City Council approved the selection of KLJ.

B. Proposed Project

The City intends to award a Master Professional Services Agreement to KLJ Engineering to support projects funded through programs such as the Community Development Block Grant (CDBG). These services will help ensure compliance with federal environmental review requirements for activities such as property disposition, land acquisition, and construction across multiple sites. Establishing a Master Professional Services Agreement will allow the City to issue task orders as CDBG and other federally funded projects are initiated.

C. Recommendation Detail

Annually, the City of Minot receives an allocation of funding from HUD for the CDBG program. The City announces the opportunity to apply for funding through public notices. Applications are reviewed for eligibility to determine if the proposed activities meet HUD's National Objectives and the City's priorities to benefit low-to-moderate income households. The applications are ranked and presented to the City Council for approval. Based on the type of activity, an environmental assessment may be needed. The City published a Request for Qualifications (RFQ) for an Environmental Review Services firm for projects in the City that may be awarded. Through a competitive process, a selection committee ranked and recommended KLJ Engineering to the City Council as its top ranked firm. On April 20, 2026, the City Council approved the selection of KLJ Engineering. Staff requested KLJ to send a master services contract agreement to perform environmental review services for a three-year period. The MSA sets the general legal terms and individual projects are scoped with a fee schedule in individual task orders. It is recommended City Council approve the Master Service Agreement with KLJ Engineering.

IV. IMPACT

A. Service/Delivery Impact:

Aspirations

Prepared and Resilient

B. Fiscal Impact

Funding for projects will be brought to the City Council for approval through the approval of a CDBG subrecipient agreement, which is a federal grant, therefore there is no fiscal impact for the City.

Project Costs

The MSA doesn't have a funding component until a task order is generated.

Project Funding

Task orders will be issued for projects as required by HUD and funded by CDBG funding. The cost will be determined based on the level of environmental review required. A rate sheet is attached.

VI. ALTERNATIVES

1. Council could elect to not approve the MSA. This will make it more cumbersome and time-consuming to generate a service agreement each time assistance is requested and bring through Council for approval.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between City of Minot, North Dakota, a municipal corporation (Owner) and KLJ Engineering LLC, 400 East Broadway Avenue, Suite 600, Bismarck, ND 58501 (Engineer), referred to herein individually as "party" and collectively as "parties." Other terms used in the Agreement are defined in Article 7.

For the three-year period from June 1, 2026 to May 31, 2029, Owner may request that Engineer provide professional services for Specific Projects related to Community Development Block Grant (CDBG) environmental review services. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;

2. Specific services to be performed by Engineer ("Scope"), including key deliverables;

3. Additions or Modifications to Owner's Responsibilities;

Modified EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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4. Task Order Schedule;

5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit monthly engineering services progress reports by the 5th of each month to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services;

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b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Owner's CAD standards using Autodesk Civil 3D 2021, current version, software or OpenRoadsDesigner (formerly Microstation).

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Owner's standard specifications, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

1. design objectives and constraints;

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2. space, capacity, and performance requirements;

3. flexibility and expandability needs;

4. design and construction standards;

5. budgetary limitations; and

6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Surveys, Mapping, and Utility Documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

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E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

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2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

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C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

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b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for three years from the Effective Date of the Agreement and will terminate on 05/31/2029.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Standard Hourly Rates and Reimbursable Expenses Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The two following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

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C. The terms and conditions applicable compensation method are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Method

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

a. Advertisement Fees

b. Plan Review Fees

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendix 1.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

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6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 1**) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

B. Expenses eligible for reimbursement under the Standard Hourly Rate method of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. Transportation (including mileage), lodging, and subsistence incidental thereto;

2. Providing and maintaining field office facilities including furnishings and utilities;

3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

4. Consultant charges; and

5. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate method must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of 1.0.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of 1.0.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Federal and North Dakota Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Federal and North Dakota Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Task Order to Laws and Regulations,

b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

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I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:

1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.

2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.

3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements

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(including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.

4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.

5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific Project, or for any other use or purpose, without written verification or adaptation by Engineer.

6. Any such use or reuse, or any modification of the Documents for a Specific Project, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.

7. Only to the extent expressly allowed by North Dakota law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer.

8. Such limited license to Owner shall not create any rights in third parties.

9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.

B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall cover the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in

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statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website.

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

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C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact to the extent allowed by North Dakota Law, (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 30 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require

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Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

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B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date of notice, prior to exercising their rights under North Dakota law.

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which in which the project is located.

B. Venue for any exercise of rights at law will be the state court located in Ward County, North Dakota;, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

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2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

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6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: To the fullest extent expressly permitted by North Dakota Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

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6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner. If the Owner receives an open records request for records maintained by Engineer, Engineer shall not apply its standard billing rates, hourly charges, document production fees, or any other contractual costs when assisting the Owner with the request. Engineer shall charge the Owner only those fees permitted under applicable North Dakota open records laws, so that the Owner may recover its costs from the requestor in accordance with state law.

B. In the alternative to paragraph 6.11 A., Engineer can transfer their files to the Owner for maintenance.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, then the parties shall renegotiate the Agreement to address the void or unenforceable term in an equitable manner.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

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1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

    a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

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11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not

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limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable Federal and North Dakota laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

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31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

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40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

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1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Reserved.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Reserved.

J. Exhibit I, Limitations of Liability.

8.02 Appendix to Main Agreement

A. The following appendix is incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Standard Hourly Rates and Reimbursable Expenses Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

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B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

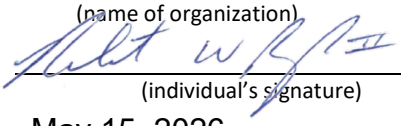
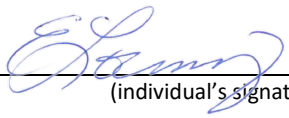
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1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is May 15, 2026.

Owner:	Engineer:
City of Minot, North Dakota (name of organization)	KLJ Engineering LLC (name of organization)
By: _____ (individual's signature)	By:  (individual's signature)
Date: _____ (date signed)	Date: May 15, 2026 (date signed)
Name: _____ (typed or printed)	Name: Bob Raup (typed or printed)
Title: Mayor (typed or printed)	Title: Associate VP, Environmental (typed or printed)
Attest: _____ (individual's signature)	Attest:  (individual's signature)
Title: Clerk (typed or printed)	Title: Contract Administrator (typed or printed)
Attest: _____ (individual's signature)	
Title: Finance Director	
Date: _____	
Address for giving notices:	Address for giving notices:
City of Minot – Finance Department	KLJ Engineering LLC
10 3rd Ave SW, PO Box 5006	400 E Broadway Ave #600
Minot, ND 58702	Bismarck, ND 58501
Designated Representative:	Designated Representative:
Name: David Lakefield (typed or printed)	Name: Tina Fricke Robinson (typed or printed)
Title: Finance Director (typed or printed)	Title: Senior Environmental Specialist (typed or printed)
Address:	Address:
City of Minot – Finance	KLJ Engineering LLC
10 3rd Ave SW, PO Box 5006	400 E Broadway, Suite 600
Minot, ND 58702	Bismarck, ND 58502-1157
Phone: 701-857-4774	Phone: 701-355-8434
Email: David.lakefield@minotnd.gov	Email: Tina.robinson@kljeng.com

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EXHIBIT A—RESERVED

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EXHIBIT B—RESERVED

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AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
City of Minot, North Dakota (typed or printed name of organization)	KLJ Engineering, LLC (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: Mayor (typed or printed)	Title: _____ (typed or printed)
Attest: _____ (Individual's signature)	Attest: _____ (Individual's signature
Title: Clerk	Title: _____

Attest: _____
(Individual's signature)

Title: Finance Director

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$2,000,000
Each employee	$2,000,000
Policy limit	$2,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$2,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage) $500,000 per person and $2 million per occurrence.	$2,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$4,000,000
Professional Liability	
Each Claim	$2,000,000
Annual Aggregate	$4,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$2,000,000
General Aggregate	$2,000,000

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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$2,000,000
Each employee$	$2,000,000
Policy limit	$2,000,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$2,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$4,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$2,000,000
General Aggregate	$2,000,000

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
KLJ Engineering LLC	**400 East Broadway Ave., Ste. 600, Bismarck, ND 58501**
[Engineer's Subconsultant]	**[Subconsultant's Corporate Address]**
[Engineer's Subconsultant]	**[Subconsultant's Corporate Address]**
[Other Additional Insured]	**[Other Additional Insured's Corporate Address]**

B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not

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commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date of notice, prior to exercising their rights under North Dakota law.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraphs **1.01, 1.02 and 1.03**:

1.01 Mutual Indemnification

A. Indemnification by Owner: To the fullest extent expressly permitted by North Dakota Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1.03 “Nothing herein shall be deemed a waiver by Owner of the limitations on liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time, and the Owner’s obligation to indemnify, hold harmless, and defend Engineer shall be limited by the limitations on liability set forth in N.D.C.C. § 32.12.1-03.”

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APPENDIX 1: STANDARD HOURLY RATES AND REIMBURSABLE EXPENSES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are attached as Appendix 1A. Rates are subject to change on January 1 of each year. Rates provided reflect KLJ 2026 standard hourly rates.

C. Reimbursable Expenses: Reimbursable expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are included with the standard hourly rates.

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2026 KLJ Rate Sheet

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	$85	CAD Technician I	$104
Archaeologist II	$117	CAD Technician II	$110
Archaeologist III	$155	CAD Technician III	$125
Archaeologist IV	$204	CAD Technician IV	$154
Archaeologist V	$217	GIS Specialist I	$114
Paleontologist	$155	GIS Specialist II	$127
Environmental Specialist I	$116	GIS Specialist III	$135
Environmental Specialist II	$135	GIS Specialist IV	$156
Environmental Specialist III	$171	Intern	$84
Environmental Specialist IV	$191	Associate Planner	$117
Environmental Specialist V	$218	Planner	$185
Environmental Specialist VI	$288	Senior Planner	$241
Government Relations Specialist I	$108	Sr Public Engagement Strategist	$162
Government Relations Specialist II	$148	ROW Associate	$126
Government Relations Specialist III	$167	ROW Agent	$154
Graphic Design Specialist	$142	Project Controls Specialist I	$106
Engineering Technician I	$106	Project Controls Specialist II	$124
Engineering Technician II	$117	Survey Technician	$95
Engineering Technician III	$149	Crew Chief	$113
Engineering Technician IV	$163	Senior Crew Chief	$159
Engineering Technician V	$185	Professional Land Surveyor	$185
Designer Technician	$130	Principal Land Surveyor	$223
Associate Designer	$133	1 Person Survey Crew	$189
Designer	$145	2 Person Survey Crew	$263
Senior Designer	$204	Project Manager	$220
Engineer in Training I	$124	Senior Project Manager	$284
Engineer in Training II	$135		
Associate Engineer	$157		
Engineer	$184		
Senior Engineer	$236		
Project Assistant I	$94		
Project Assistant II	$107		
Project Assistant III	$143		

Reimbursable Expenses (if applicable)		
ATV, UTV, Snowmobile	Included in Hourly Rate	
Survey Equipment	Included in Hourly Rate	
CAD and GIS Work Station	Included in Hourly Rate	
Postage and Routing Printing Cost	Included in Hourly Rate	
Mileage	Included in Hourly Rate	
Special Equipment/Software	Per Project Basis	
Subsistence (Per Diem) - Lodging	Actual Cost	
Subsistence (Per Diem) - Meals	$45 / Day per Person	
Misc. Project Related Expenses	Actual Cost	
Sub-Contracts	Actual Cost	

TASK ORDER NO. [___]

This is Task Order No. **[_____]**, consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	**City of Minot**
c.	Engineer:	**KLJ Engineering LLC**
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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3. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

4. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

5. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

6. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
TOTAL COMPENSATION (items 1 and 2)	$[ ]	

*Based on a **[number]**-month continuous construction period.

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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7. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **[Identify primary Subconsultants]**

8. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:	ENGINEER:
By:	By:
Print Name:	Print Name:
Title:	Title:
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name:
Title:	Title:
Address:	Address:
E-Mail Address:	E-Mail Address:
Phone:	Phone:
Date:	Date:

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TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: June 1, 2026

SUBJECT: **5-YEAR FLOOD WALL STRUCTURAL INSPECTIONS MI-1 & MI-2/3 TASK ORDER**

I. RECOMMENDED ACTION

It is recommended City Council approve the task order with Houston Engineering, Inc., and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot requires periodic structural inspections of its flood walls and removable closures as part of its Emergency Action Plan (EAP) and operations and maintenance (O&M) manuals for critical infrastructure, including the Minot Water Treatment Plant and the Mouse River Enhanced Flood Protection Phases MI-1 and MI-2/3. In compliance with federal guidelines, these inspections must be conducted every five years by a Federal Highway Administration (FHWA) certified Bridge Inspector to ensure the continued integrity and functionality of these protective structures. Drawing on their extensive experience with the City's flood wall systems, Houston Engineering, Inc. (HEI) has been requested to provide technical support for this task order, helping to maintain the safety and reliability of flood protection measures for the community.

B. Proposed Project

Houston Engineering has developed a scope and fee for the task order. The project involves conducting field inspections and USACE Levee System Program Ratings for flood walls and removable closures at key locations, including the Minot Water Treatment Plant, MREFPP MI-1, and MREFPP MI-2/3. Inspections will cover over 3,380 feet of flood wall and multiple closure points, such as 12th St. South, 16th St. South, Broadway Pedestrian, and Anne Street Pedestrian closures. The process will include visual arms-length inspections, hands-on assessments of Non-Redundant Steel Tension Member items, photographic documentation of critical elements, and recommendations

for maintenance. All procedures will adhere to FHWA Bridge Inspector's Reference Manual, OSHA standards, and HEI corporate safety policies, with inspections led by certified in-service bridge inspectors and a PE-qualified team leader trained in NSTM item evaluation.

C. Recommendation Detail

Structural inspections of Minot's flood walls and closures are required under the Emergency Action Plan and O&M manuals for critical infrastructure; these ensure regulatory compliance and safeguard public safety by maintaining the integrity of essential flood protection systems.

IV. IMPACT

A. Service/Delivery Impact:

This task order will ensure adherence to both the Emergency Action Plan and O&M manuals for the flood control critical infrastructure.

B. Fiscal Impact

Funding for this task order will come from Flood Control Maintenance funds.

Project Costs

$22,000

Project Funding

Flood Control Funding (Levee Mx Line Item: 22570000 44509)

VI. ALTERNATIVES

Council could elect not to approve the task order. By doing so, the City would not be in compliance with both the EAP and O&M manuals for Flood Control critical infrastructure. Additionally, next year's U.S. Army Corps of Engineers (USACE) inspection will require documentation of a structural inspection of the flood control infrastructure at the time of inspection as of the summer of 2027.

HoustonEngineering Inc.
Fargo Office | P 701.237.5065 | F 701.237.5101
1401 21st Avenue North | Fargo ND 58102

May 13, 2026

City of Minot **via email: Jason.Sorenson@minotnd.org**
Attn: Jason Sorenson
1025 31st St SE
Minot, ND 58701

Subject: **Proposal for Inspection Services**
Inspections of Floodwalls and Removable Closures – 2026
Minot Water Treatment Plant and MREFPP Phases MI-1 and MI-2/3

Dear Jason:

Thank you for requesting a proposal from Houston Engineering, Inc. (HEI) for the inspection of floodwalls and removable closures referenced above. As part of the City of Minot EAP (Emergency Action Plan) and O&M manuals for the Minot Water Treatment Plant and Mouse River Enhanced Flood Protection Phases MI-1 and MI-2/3, floodwalls and removable closures need inspections completed every 5 years by an FHWA certified Bridge Inspector. We appreciate this opportunity and look forward to providing continued engineering services to the City of Minot.

HEI is well prepared to provide you high quality inspection services of your floodwalls and removable closures.

We propose to perform the following general scope of services:

- Provide field inspections and USACE Levee System Program Ratings of floodwalls and removable closures listed.
    - Minot Water Treatment Plant
        - Floodwall (Over 1800 feet of floodwall)
        - 12th St. South Closure (Sill and Closure items)
        - 16th St. South Closure (Sill and Closure items)
    - MREFPP MI-1
        - Floodwall (Over 1500 feet of floodwall)
        - Broadway Pedestrian Closure (Sill and Closure Items)
        - Anne Street Pedestrian Closure (Sill and Closure Items)
    - MREFPP MI-2/3
        - Floodwall (80 feet of floodwall)
        - 16th St. South Closure (Sill and Closure Items)
- Field Inspections will include the following:
    - Visual Arms-Length inspection of the entire floodwall and hands on inspection when warranted by the visual inspection.

  - Hands-on inspection of all NSTM (Non-Redundant Steel Tension Member) items (Stop Logs, Kickbacks, removable posts, etc)
  - Photographs of potentially critical elements
  - List recommended maintenance items for reference in the provided report.
- Procedures for Inspection to follow:
  - FHWA BIRM (Bridge Inspector's Reference Manual)
  - OSHA standards and HEI corporate policies with respect to job safety.
- Inspection to be completed by:
  - Certified In-Service Bridge Inspector as defined by the BIRM.
  - Team Leader will be PE and have taken NHI course # 130078 for NSTM items

The proposed fee for performing the above general scope of services is $22,000 and is proposed as a Hourly not to Exceed. This includes all expenses and fees to perform the work described for the floodwalls and removable closures referenced. The following general conditions apply to the scope of services:

- No special equipment or in-depth inspection services are included. Any of these will be coordinated and provided for time and materials. This includes, but is not limited to Non-Destructive Testing needs, or other requirements deemed necessary but not typical for routine inspections.
- Permitted access to all Removable Closure Items.
- Removable Closure Items removed from storage so all items can be easily accessible.
- This inspection will not include the evaluation and/or condition of any associated seepage collection piping/systems. It is our understanding that these evaluations will be completed independently by the City of Minot through televising.

If you are in agreement with the scope, schedule, and fee as proposed, please notify us so we can prepare the engineering services agreement for execution. We are ready to begin work immediately upon your request. We estimate that this work would be completed and final report provided within 12 weeks of contact approval. This opportunity is appreciated, and we look forward to continuing our professional partnership with the City of Minot.

Respectfully Submitted,

HOUSTON ENGINEERING, INC.



L. Beckermann, PE
LJB: bi
Encl.
H:\JBN\6000\6027\6027_0110\Pre-Contract\Proposal\FINAL\Proposal Letter Final.docx

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an Agreement between **[City of Minot]** (Owner) and **[Houston Engineering Inc.]** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **[**Minot Water Treatment Plant/MI-1/MI-2/3 Floodwall Inspection**]** (Project). Engineer's services under this Agreement (Services) are generally identified as **[Floodwall and Removable Closure Inspection]**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: **[12 weeks from contract approval]**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

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4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project.

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. Engineer's Standard Hourly Rates are attached as Appendix 1.

c. The total compensation for Services and reimbursement of expenses is estimated to be $**[22,000]**.

d. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount noted above unless approved in writing by the Owner.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

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5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

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6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

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purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Proposal Letter for Inspection Work

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This Agreement's Effective Date is **[5/15/2026]**.

Owner:	Engineer:
City of Minot	Houston Engineering Inc.
(name of organization)	(name of organization)
By:	By:
(authorized individual's signature)	(authorized individual's signature)
Date:	Date: 5/15/2026
(date signed)	(date signed)
Name:	Name: Luke Beckermann
(typed or printed)	(typed or printed)
Title:	Title: Project Manager
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
	1401 21st Ave. N
	Fargo, ND 58102
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	(typed or printed)
Title:	Title:
(typed or printed)	(typed or printed)
Address:	Address:
Phone:	Phone:
Email:	Email:

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **[5/15/2026]**.

ENGINEER'S STANDARD HOURLY RATES

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2026 FEE SCHEDULE

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2026 Rates
Engineering Assistant 1	$107
Engineering Assistant 2	$127
Engineer 1	$145
Engineer 2	$156
Engineer 3	$167
Engineer 4	$177
Engineer 5	$188
Engineer 6	$200
Engineer 7	$212
Engineer 8	$222
Engineer 9	$234
Engineer 10	$244
Engineer 11	$255
Engineer 12	$268
Engineer 13	$277
Engineering Specialist 1	$145
Engineering Specialist 2	$156
Engineering Specialist 3	$167
Engineering Specialist 4	$177
Engineering Specialist 5	$188
Engineering Specialist 6	$200
Engineering Specialist 7	$212
Engineering Specialist 8	$222
Engineering Specialist 9	$234
Engineering Specialist 10	$244
Engineering Specialist 11	$255
Engineering Specialist 12	$268
Engineering Specialist 13	$277
Senior Consultant 1	$226
Senior Consultant 2	$280
Senior Consultant 3	$294
Senior Consultant 4	$305
Senior Consultant 5	$316
Project Assistant 1	$90
Project Assistant 2	$104
Project Assistant 3	$110
Project Assistant 4	$115
Project Assistant 5	$124
Project Assistant 6	$129

Category	2026 Rates
Scientist Assistant	$110
Scientist 1	$149
Scientist 2	$161
Scientist 3	$177
Scientist 4	$191
Scientist 5	$203
Scientist 6	$237
Scientist 7	$268
Hydrogeologist 1	$161
Hydrogeologist 2	$178
Hydrogeologist 3	$203
Hydrogeologist 4	$251
Hydrogeologist 5	$268
Land Surveyor 1	$161
Land Surveyor 2	$184
Land Surveyor 3	$204
Land Surveyor 4	$217
Land Surveyor 5	$244
Land Surveyor 6	$268
Technician Assistant	$110
Technician I	$127
Technician 2	$135
Technician 3	$144
Technician 4	$153
Technician 5	$161
Technician 6	$169
Technician 7	$178
Technician 8	$187
Technician 9	$196
Technician 10	$206
Technician 11	$214
CAD Technician 1	$112
CAD Technician 2	$117
CAD Technician 3	$127
CAD Technician 4	$135
CAD Technician 5	$144
CAD Technician 6	$153
Drone Pilot	$170
Drone Visual Observer	$69

Category	2026 Rates
GIS Assistant	$78
GIS Analyst 1	$119
GIS Analyst 2	$132
GIS Analyst 3	$144
GIS Analyst 4	$158
GIS Analyst 5	$169
GIS Analyst 6	$181
Project Manager 1 – Technology	$184
Project Manager 2 – Technology	$204
Project Manager 3 – Technology	$237
Software Engineer 1	$139
Software Engineer 2	$157
Software Engineer 3	$168
Software Engineer 4	$180
Software Engineer 5	$194
Software Engineer 6	$206
Software Engineer 7	$218
Software Engineer 8	$237
Computer Technician	$195
Landscape Architect 1	$140
Landscape Architect 2	$150
Landscape Architect 3	$160
Landscape Architect 4	$172
Landscape Architect 5	$188
Landscape Architect 6	$205
Landscape Architect 7	$225
Landscape Architect 8	$250
Planner 1	$140
Planner 2	$150
Planner 3	$160
Planner 4	$172
Planner 5	$188
Planner 6	$205
Planner 7	$225
Planner 8	$250

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2026 Rates
Survey Crews: 1-Person Crew (plus equipment) 2-Person Crew (plus equipment) 3-Person Crew (plus equipment) 4-Person Crew (plus equipment)	 $196/hour $238/hour $295/hour $330/hour
Meals	Actual Cost
Hotel	Actual Cost
Mileage – Vehicles: 2-Wheel Drive 4-Wheel Drive	 IRS Standard Mileage Rate IRS Standard Mileage Rate + $.20/Mile
GPS Equipment	$25/hour/unit
Robotic Total Station	$40/hour

Category	2026 Rates
ATV/Snowmobile/Boat	$15/hour
ATV w/Tracks	$30/hour
Hydrone RCV	$50/hour
Small UAS (Drone)	$25/hour
Large UAS (Drone)	$50/hour
Deliveries/Postage/Printing	Actual Cost
Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Special Equipment and Other Materials Required	Actual Cost
Subconsultants	Actual Cost + 10%
Special Software/Technology	$50/hour

This is **Appendix 2, Signed Proposal for Work**.

Submitted Proposal for Work

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HoustonEngineering Inc.
Fargo Office | P 701.237.5065 | F 701.237.5101
1401 21st Avenue North | Fargo ND 58102

May 13, 2026

City of Minot **via email: Jason.Sorenson@minotnd.org**
Attn: Jason Sorenson
1025 31st St SE
Minot, ND 58701

Subject: **Proposal for Inspection Services**
Inspections of Floodwalls and Removable Closures – 2026
Minot Water Treatment Plant and MREFPP Phases MI-1 and MI-2/3

Dear Jason:

Thank you for requesting a proposal from Houston Engineering, Inc. (HEI) for the inspection of floodwalls and removable closures referenced above. As part of the City of Minot EAP (Emergency Action Plan) and O&M manuals for the Minot Water Treatment Plant and Mouse River Enhanced Flood Protection Phases MI-1 and MI-2/3, floodwalls and removable closures need inspections completed every 5 years by an FHWA certified Bridge Inspector. We appreciate this opportunity and look forward to providing continued engineering services to the City of Minot.

HEI is well prepared to provide you high quality inspection services of your floodwalls and removable closures.

We propose to perform the following general scope of services:

- Provide field inspections and USACE Levee System Program Ratings of floodwalls and removable closures listed.
    - Minot Water Treatment Plant
        - Floodwall (Over 1800 feet of floodwall)
        - 12th St. South Closure (Sill and Closure items)
        - 16th St. South Closure (Sill and Closure items)
    - MREFPP MI-1
        - Floodwall (Over 1500 feet of floodwall)
        - Broadway Pedestrian Closure (Sill and Closure Items)
        - Anne Street Pedestrian Closure (Sill and Closure Items)
    - MREFPP MI-2/3
        - Floodwall (80 feet of floodwall)
        - 16th St. South Closure (Sill and Closure Items)
- Field Inspections will include the following:
    - Visual Arms-Length inspection of the entire floodwall and hands on inspection when warranted by the visual inspection.

  - Hands-on inspection of all NSTM (Non-Redundant Steel Tension Member) items (Stop Logs, Kickbacks, removable posts, etc)
  - Photographs of potentially critical elements
  - List recommended maintenance items for reference in the provided report.
- Procedures for Inspection to follow:
  - FHWA BIRM (Bridge Inspector's Reference Manual)
  - OSHA standards and HEI corporate policies with respect to job safety.
- Inspection to be completed by:
  - Certified In-Service Bridge Inspector as defined by the BIRM.
  - Team Leader will be PE and have taken NHI course # 130078 for NSTM items

The proposed fee for performing the above general scope of services is $22,000 and is proposed as a Hourly not to Exceed. This includes all expenses and fees to perform the work described for the floodwalls and removable closures referenced. The following general conditions apply to the scope of services:

- No special equipment or in-depth inspection services are included. Any of these will be coordinated and provided for time and materials. This includes, but is not limited to Non-Destructive Testing needs, or other requirements deemed necessary but not typical for routine inspections.
- Permitted access to all Removable Closure Items.
- Removable Closure Items removed from storage so all items can be easily accessible.
- This inspection will not include the evaluation and/or condition of any associated seepage collection piping/systems. It is our understanding that these evaluations will be completed independently by the City of Minot through televising.

If you are in agreement with the scope, schedule, and fee as proposed, please notify us so we can prepare the engineering services agreement for execution. We are ready to begin work immediately upon your request. We estimate that this work would be completed and final report provided within 12 weeks of contact approval. This opportunity is appreciated, and we look forward to continuing our professional partnership with the City of Minot.

Respectfully Submitted,

HOUSTON ENGINEERING, INC.



L. Beckermann, PE
LJB: bi
Encl.
H:\JBN\6000\6027\6027_0110\Pre-Contract\Proposal\FINAL\Proposal Letter Final.docx

TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: June 1, 2026

SUBJECT: **ND ENERGY CONSERVATION GRANT FOR LED LIGHTING - PUMP STATIONS**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the submission of the grant; and**
2. **If selected for the grant, approve the acceptance of the grant; and**
3. **Authorize the Mayor and Staff to sign all applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

This marks the second time in two years that the LED Energy Conservation Grant has been available for use by the City, and it is likely that this will be the final year the grant is offered. Earlier this summer, Ideal Energy, an upper mid-west company with extensive experience in LED lighting upgrades and grant management for municipal facilities, contacted the Public Works Operations Department regarding potential lighting improvements at the storm sewer pump stations. Ideal Energy provides turnkey project management, including grant writing, submission, installation, and cleanup. Their previous assessments and projects have demonstrated substantial energy and cost savings for comparable municipal facilities.

B. Proposed Project

This project consolidates both the approval to submit for the grant and the approval to accept the grant, enabling the City to move forward with the lighting upgrade initiative if selected. It is a collaborative effort between the City of Minot, Ideal Energy, and the North Dakota Energy Conservation Grant Program Coordinators to upgrade lighting at our pump stations. The initiative focuses on replacing outdated lighting with energy-efficient LED fixtures, supported by a

50/50 cost-sharing grant. Ideal Energy will manage all phases of the project—from grant paperwork to installation and recycling—helping the City achieve greater energy savings and operational efficiency while contributing to a more sustainable community.

C. Recommendation Detail

Securing the ND Conservation Program's grant will allow the City to implement energy-efficient lighting improvements that significantly reduce the utility costs at targeted facilities. This initiative supports both operational efficiency and a more sustainable community.

IV. IMPACT

A. Service/Delivery Impact:

The ND Energy Conservation grant enables a comprehensive LED lighting upgrade at City facilitiesthat will result in annual energy cost savings.

B. Fiscal Impact

Project Costs

Pump Station Costs: $8,945 -- Local Share: $4,472.50

Project Funding

14059000 44320 Structure Repair and Mtce

VI. ALTERNATIVES

City Council could elect not to approve the grant submission or acceptance of the grant funding. This would drive Storm Sewer staff to install updated lighting at full cost to correct the lighting deficiencies at each location to improve the lighting sources for maintenance.

Ideal Energy LLC
6009 S Coneflower Ave
Apt 304
Sioux Falls, SD 57108-4575
USA
+16053210570
chad@myidealenergy.com
www.myidealenergy.com

Estimate

ADDRESS
Bryan Banfill City of Minot 10 3rd Ave SW Minot, ND 58701

ESTIMATE #	DATE	EXPIRATION DATE
11174	03/09/2026	04/10/2026

P.O. NUMBER
H2O Pump House Buildings

SALES REP
Kevin G.

ACTIVITY	QTY	RATE	AMOUNT
Sales (9) 80W, 5K, Ledsion Explosion Proof (smaller pump house)	9	540.00	4,860.00
Sales (5) 21W, 5K, Ledsion Jelly Jars for down below (smaller pump house)	5	125.00	625.00
Sales (6) 18W, 5K, T8 Type B LED (6th St)	6	15.00	90.00
Sales (26) 24W, 5K, T5 Type B LED (6th St)	26	20.00	520.00
Labor Labor to Install System	1	2,750.00	2,750.00
Recycling Existing Lamp Disposal Fees	1	100.00	100.00

Estimate for both pump houses.

TOTAL **$8,945.00**

Accepted By

Accepted Date

City of Minot

TO: Mayor and Members of the City Council

FROM: Nicole Tallman

DATE: June 1, 2026

SUBJECT: CONTRACT FOR THE RECORD

I. RECOMMENDED ACTION

It is recommended City Council approve the contract for the record and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

With House Bill (HB) 1032 passing this past legislative session, Minot Municipal Court has to become a court of record starting July 1, 2026. Municipal Court will be responsible for maintaining an accurate and complete record of all court proceedings in accordance with the state law and judicial standards. Maintaining high quality audio records is critical for ensuring transparency and preserving the integrity of court proceedings. Inconsistent audio quality, equipment limitations, and the staff time required to manage recordings can create challenges in meeting these standards. Entering into a contract with a professional court recording provider would align the Municipal Court with current best practices in court operations. It would also help ensure compliance with recordkeeping requirements while enhancing efficiency and reliability in the creation and maintenance of the official court record.

B. Proposed Project

This contract is to enter into an agreement with a qualified court recording company to provide comprehensive digital audio recording services for Municipal Court proceedings. Under this agreement, the selected vendor would provide multichannel, high-fidelity audio recording, real-time speech-to-text with speaker attribution automatically identifying and labeling each speaker, unlimited cloud storage with no storage limits, unlimited users, automatic annotations, API integration with case management systems, single sign-on, and multi-language capabilities. The vendor will provide in-person training.

C. Recommendation Detail

The recommended contract will ensure that the Municipal Court will maintain a reliable, accurate, and secure record of all proceedings, consistent with legal requirements and best practices. The proposed solution will allow for secure cloud storage of all recordings, enabling authorized staff to easily access, search, and retrieve case files without relying on physical media or onsite storage systems. This will streamline records management, reduce the risk of lost or damaged files, and improve response times for internal needs and public records requests. The system's user-friendly interface and advanced search capabilities will significantly reduce the time required to locate and review case recordings. Although some lower-cost vendors were evaluated, they did not provide the level of functionality required to support efficient and reliable court operations. Minot Municipal Court has a higher number of cases than smaller cities where this option would benefit them.

IV. IMPACT

A. Service/Delivery Impact:

The contract will improve the reliability, accuracy, and accessibility of the official court record. High quality digital recording will ensure that all proceedings are consistently captured, reducing the risk of incomplete or inaudible recordings and supporting compliance with legal requirements.

B. Fiscal Impact

Project Costs

$8,808.00 yearly

Project Funding

10025000-44350 IT Maintenance & Repair Agreements = $11,000

VI. ALTERNATIVES

1. The City Council could decline to approve the contract.
2. The City Council can provide further direction for amendments to the contract.
3. The City Council can provide further direction to go with the League of Cities option for the Municipal Court of Record Audio Package for $1,616.00

SERVICES AGREEMENT
Between
City of Minot, ND and For The Record, Ltd.

This Services Agreement ("Agreement") is effective on the 1st day of June, 2026 ("Effective Date"), by and between the City of Minot, ND, a municipal corporation, with its Municipal Court whose mailing address is PO Box 5006, Minot, ND 58702-5006 ("City") and For The Record, Ltd., whose mailing address is 4050 E. Cotton Center Blvd, Suite 75, Phoenix, AZ 85040 ("FTR"), sometimes referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, City is seeking recording technology services ("Services") for its Minot Municipal Court ("Court") appearances; and

WHEREAS, FTR is a company capable of delivering Services as described in the preceding paragraph through its FTR RealTime product ("Product"), and FTR wishes to enter into this Agreement with the City; and

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

1. Term. Term. This Agreement shall commence on June 1, 2026 (the "Effective Date") and shall remain in full force and effect until December 31, 2027 (the "Initial Term"), unless terminated earlier in accordance with this Agreement.
2. Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of twelve (12) months each (each a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current term.
3. Exhibits. The following Exhibit(s) are attached hereto and are incorporated as if fully set forth herein:
   a. **Exhibit A**: For The Record Statement of Work (SOW)
   b. **Exhibit B**: Other Applicable Terms and Conditions
4. Invoicing and Compensation.
   a. FTR shall submit an annual invoice 30 days prior to the "term" end date to the Municipal Court Clerk of Court.
   b. FTR shall send invoices either by mail or email to:

City of Minot
Attn: Clerk of Municipal Court
PO Box 5006
Minot, ND 58702-5006

c. City shall remit payment to FTR upon Net 30 payment terms, to the address provided in Paragraph "7. Notices"

5. Assignment and Binding Effect. Neither Party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other Party. Notwithstanding the foregoing, FTR, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent:
   a. to any entity controlled by, or under common control with, FTR, or its permitted successive assignees or transferees; or
   b. in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of FTR, or its permitted successive assignees or transferees.
   c. Enforceability. Each Party represents and warrants that it has the full right and power to enter into this Agreement and that this Agreement constitutes a valid and binding obligation, enforceable against each Party and its permitted successors and assigns in accordance with its terms.
6. Insurance Requirements. FTR shall maintain:
   a. Network risk and cyber liability coverage (including, but not limited to, coverage for unauthorized access, digital data recovery, failure of security, breach of privacy perils, as well as notification costs to affected individuals and regulators, and regulatory defense and fines) in an amount of not less than $2,000,000 per claim and $2,000,000 in the aggregate.
   b. Professional Liability (Errors and Omissions). FTR shall maintain Professional Liability insurance covering acts, errors, or omissions arising out of the rendering of or failure to render professional services in connection with this Agreement, with limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate.
   c. Such insurance shall always be maintained and in force during the term of this Agreement and for a period of three (3) years thereafter for services completed during the Term of this Agreement and any renewal periods.
   d. FTR shall provide proof of insurance to the City prior to commencement of work.
7. Indemnification and Limitation of Liability. FTR agrees to indemnify the City and their officers and employees against any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damage and will hold and save each of them harmless from any and all actions, suits, claims, damages to persons or property losses, costs, penalties, obligations, errors, omissions or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of FTR,

its officers and/or employees arising from fault in acts or omissions of FTR, or arising from FTR's performance of or failure to perform any term, provision, covenant or condition of this Agreement. It is further agreed and understood by and between the Parties hereto that such indemnification does not extend to the fault, negligence or willful misconduct of persons other than the officers and/or employees of FTR. In no event shall FTR's or Client's aggregate, cumulative liability in any way relating to this agreement exceed the amount of fees actually received by FTR from Client during the twelve (12) months preceding the claim.

8. Notices. All notices or other communications required under this Agreement must be given by registered, certified mail or email with return receipt requested and are complete on the date postmarked or sent when addressed to the Parties at the following addresses:

City of Minot Attn: City Clerk PO Box 5006 Minot, ND 58702-5006 Email: clerk@minotnd.gov	Name: For The Record Attn: Ian Anderson 4050 E. Cotton Center Blvd, Suite 75 Phoenix, AZ 85040 Email: ianderson@fortherecord.com

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given three (3) consecutive business days following deposit of the same in custody of said postal service. Either Party hereto may, from time to time, by written notice to the other, designate a different address or person, which shall be substituted for that specified above.

9. Termination.
   a. Termination Without Cause. Either City or FTR may terminate this Agreement with one hundred eighty (180) calendar days' written notice to the other Party of the terminating Party's intent to terminate before expiration of this Agreement.
   b. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of both Parties, executed in writing.
   c. Termination for Cause. City may terminate this Agreement:
      1. If FTR fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
      2. If FTR fails to perform any of the other provisions of this Agreement or fails to diligently perform Services in a manner that reasonably ensures completion of this Agreement in accordance with its terms.
      3. Notice Requirement. The City shall provide written termination notice to FTR identifying (i) the Services the City alleges FTR has failed to provide and/or, (ii) any other provisions of this Agreement the City alleges FTR has failed to

perform. Termination pursuant to this Paragraph 8(c) shall only be effective if FTR fails to cure the deficiencies identified in the City's notice within fifteen (15) calendar days of FTR's receipt of the City's written notice.

d. Termination for Failure to Appropriate or Authority. Notwithstanding anything to the contrary herein, the City is a public entity whose authority to expend funds is subject to annual appropriation by the Minot City Council ("Council"). In the event the Council fails to appropriate funds necessary to fulfill the City's obligations under this Agreement for any fiscal period during the term, or if the City otherwise loses legal authority to perform its obligations, the City may terminate this Agreement upon written notice to FTR, without penalty or further obligation. Such termination shall be effective on the date specified in the notice, and the City shall pay FTR for Services properly rendered up to the effective date of termination subject to appropriated funds. FTR shall not be required to refund any previously paid funds. FTR acknowledges that the City cannot commit funds beyond the current fiscal year.

e. Pro-rata Compensation. In the event of termination, FTR shall be entitled to be paid for Services rendered through the date of termination.

10. Conflicts of Interest. FTR represents and warrants that no City council member, officer, or employee has been or will be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. FTR further certifies that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required under this Agreement.

11. Compliance with Law. FTR agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. FTR's failure to comply with this section may be deemed a material breach by FTR entitling the City to terminate for cause in accordance with Paragraph 8(c) of this Agreement.

12. Retention of Records and Audit. FTR agrees to retain the Court's records in accordance with the State of North Dakota's Retention of Records Policy.

13. Controlling Document. In the event of any conflict or inconsistency between the provisions of the documents comprising this Agreement, the following order of precedence shall apply for interpretation:

    a. The Services Agreement (this primary document); then
    b. Exhibit A: Statement of Work (SOW); then
    c. Exhibit B: Other Applicable Terms and Conditions.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same

instrument. Signatures delivered by facsimile, email in portable document format (.pdf), or through a secure electronic signature platform shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement. Both Parties agree that an electronic signature has the same force and effect as a manual signature.

15. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

16. Authority to Execute. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action.

FTR, Ltd.

Tim Jackson

Tim Jackson, Sr Director, CS

Date: 20 May 2026

CITY OF MINOT, ND

_____

Mark Jantzer, Mayor

Date: _____

_____

David Lakefield, Finance Director

Date: _____

_____

Mikayla McWilliams, City Clerk

Date: _____

Exhibit A
For The Record Statement of Work (SOW)

1. **Document Purpose**

   This Statement of Work (SOW) outlines the deployment of the FTR RealTime product for City of Minot, Municipal Court hereafter referred to as ("The Court") for a 3-year term. This document establishes responsibilities, key objectives, and requirements associated with the project, including project coordination and implementation works necessary to provide services.

2. **Objectives**

   The objectives of this engagement include achieving seamless integration of FTR RealTime with the existing equipment in the courtroom, enabling real-time transcription with accurate speaker identification across all active channels, and ensuring secure, reliable audio recording and data management This work also delivers a scalable technical foundation with cloud storage and advanced speech-to-text capabilities included, ensuring the Court is set up for both immediate use and future enhancements.

3. **Solution Features**

   a. Multi-channel high-fidelity audio recording from each microphone channel in full digital quality, ensuring crystal-clear playback and precise speaker separation. This enables accurate transcription, efficient review, and detailed record preservation for every proceeding.

   b. Real-time speech-to-text with speaker attribution automatically identifying and labeling each speaker based on microphone or seat position. This delivers immediate visibility into the record and supports accurate, accessible documentation.

   c. Unlimited cloud storage with no storage limits, providing redundancy of stored data and long-term accessibility. Authorized users can instantly search and play back sessions from any web enabled device—no downloads or special software required.

   d. Unlimited users allowing judges, clerks, attorneys, and administrators to securely access recordings and transcripts without additional licensing constraints.

   e. Automatic annotations that intelligently tags key events, speakers, and timestamps within the recording, streamlining review and transcript preparation.

f. Application Programming Interface (API) integration with case management systems.
g. Single sign-on (SSO) and multi-factor authentication (MFA).
h. Multi-language capabilities in over 135 languages, enabling inclusive access for diverse participants. Translation functionality is also on the product roadmap to further enhance accessibility and cross-language collaboration.
i. Courtroom display application that can be connected to a courtroom monitor or gallery PC, providing real-time transcription for individuals who are hard of hearing.
j. Keyword search allowing authorized users to instantly search recorded sessions or transcripts by keyword, allowing judges, clerks, and staff to quickly locate specific statements, speakers, or case details within seconds.
k. Export, sharing, and public ordering functionality allowing authorized users to securely export recordings or transcripts in multiple formats, share access with designated parties, and enable public ordering through a controlled, permission-based workflows supporting transparency while maintaining data security.
l. Editing capabilities allowing authorized users to review, seal, and edit transcripts to correct spelling, punctuation, or speaker labels, ensuring accuracy before finalization or public release. All edits and sealing are tracked with full audit history for accountability.

4. **Responsibilities**

For The Record Responsibilities

- Delivery of FTR RealTime platform with all features enabled
- Secure cloud hosting and redundancy
- Remote configuration, training and support

Court Responsibilities

- Provide Courtroom Personal Computer (PC) and required infrastructure
- Ensure network connectivity
- Approve deliverables, scheduling, and project reviews

5. **Fair Use Policy**

The utilization of FTR RealTime is subject to adherence to the Fair Use Policy:

- RealTime Speech-to-Text use: Maximum usage of 6 hours per business day, with an average calculated over the total license count on an annual basis.

6. **Security**

For The Record takes its commitment to security very seriously. For The Record aims

to ensure the confidentiality, integrity, and availability of the data it manages. To achieve this, For The Record must ensure that there is clarity about the responsibilities associated with protecting systems and information. Full details of For the Record's Information Security Policy can be requested at: https://trust.fortherecord.com/

For The Record Responsibilities

- To protect all information within the Cloud Platform from internal, external, deliberate, or accidental threats
- Uphold ethical standards and meet our regulatory, legal and contractual obligations
- Ensure all For The Record staff understand and abide by their responsibilities
- Ensure all Information Security Policies are followed including but not limited to For The Record's Backup, Encryption, Data Protection and Software Development Life Cycle policies
- Report any security incidents in For The Record's environment to the Court within 24 Hours
- Agree to andabide by the For The Record shared responsibility model security framework - https://ftr.elevio.help/en/articles/335

Court Responsibilities

- Agree to and abide by the For The Record Cloud Platform Terms of Service: https://fortherecord.com/policies/
- Manage the Cloud Platform tenancy with regards to the Court's users and their access
- Report any security incident in the Court's environment to For The Record within 24 hours
- Report any security vulnerabilities found in the Cloud Platform to compliance@fortherecord.com
- Provide For The Record with contact details regarding security incidents
- Provide For The Record with the details of the Court's data retention policy
- Ensure that the Court's users and servers use supported browsers and operating systems when accessing the Cloud Platform
- Ensure updates to any locally installed For The Record system components are installed in a timely manner

7. Assumptions

a. Any changes requested beyond wha tis identified herein must be submitted through a formal Project Change Request process.

b. For The Record shall provide professional consultants for this engagement as determined by project requirements.

8. **Timing**

The Initial Term length shall be June 1, 2026 through December 31, 2027, with automatic renewals for successive periods of twelve (12) months, unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current term.

9. **Project Cost**

Line-Item Description	*Unit Price*	*# of Courtrooms*	*Extended Price*
FTR RealTime – Initial Term 06/01/2026-12/31/2027	$13,946.00	1	$13,946.00
FTR RealTime – 12-month Renewal 01/01/2028-12/31/2028	$8,808.00	1	$8,808.00

Exhibit B

Other Applicable Terms and Conditions

1. Authority to Contract. No part of this Agreement shall be construed to grant to FTR any authority to contract for, on behalf of, or to incur obligations on behalf of the City.
2. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
3. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
4. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the Parties shall meet and confer to advise whether that term is a material term of this Agreement. If both Parties agree to sever that term from the Agreement, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. If one or both Parties claim the illegal or unenforceable term was a material term of the Agreement, then the Parties shall renegotiate the Agreement to address the illegal or unenforceable term in an equitable manner.

5. Attorneys' Fees. In the event a lawsuit is initiated to obtain performance due under this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs in connection with the lawsuit.
6. Waiver. The failure of Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision, nor shall such failure affect such Party's right to enforce that provision at a later time. No waiver shall be effective unless made in writing and signed by the Party against whom enforcement of the waiver is sought. A written waiver shall apply only to the specific instance identified and shall not operate as a continuing waiver.
7. Entire Agreement, Modifications and Headings. This Agreement, including any Exhibits, constitutes the entire Agreement between the Parties. There are no understandings, contracts, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written Agreement signed by both Parties. Headings in this Agreement are for convenience and reference only. Headings shall not be used to explain, restrict or enlarge, or otherwise modify any provision of this Agreement.
8. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Both Parties consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
9. Hold Over. If the Parties continue performance after the expiration date, including any renewal periods, without executing a new agreement, this Agreement shall remain in effect on a month-to-month basis, subject to all original terms.
10. Independent Contractor. This Agreement does not create any employer-employee relationship. FTR is an independent contractor, and the City is not responsible for benefits, payroll, taxes or insurance for FTR or FTR's staff.
11. Third Party Rights. No person or entity who is not a party to this Agreement shall have any rights to enforce any of its terms. This provision does not affect any right or remedy of a third party which exists or is available independently of this Agreement.

TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 1, 2026

SUBJECT: **AIRPORT SOUTH HANGAR AREA UTILITY INFRASTRUCTURE CONSTRUCTION CONTRACT - MDU**

I. RECOMMENDED ACTION

It is recommended City Council approve the attached agreement (Gas Service Extension Agreement) – from Montana-Dakota Utility (MDU); and authorize the Mayor and Finance Director to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

On July 21, 2025 the City Council approved the design of the Airport South Hangar Area Utility Infrastructure to help further the viability of development of hangars in area. The Minot International Airport's (MOT) engineer, SEH has completed the design for the installation of the first utility (gas) by MDU. MOT secured funding from the North Dakota Airport Commission (NDAC) in 2025 to make underground infrastructure improvements in the south building area. MDU has contacted all existing hangar owners to provide the direct hook ups to each tenant once the main line is installed.

B. Proposed Project

This project is for the installation of the gas main on the south side of the Minot International Airport (MOT) to serve the hangars in this area. This building area is used by general aviation tenants. This agreement would cover the cost of the initial install of the gas main. The City would be given credits for the gas line installation based on the number of tenants which add the gas service and the amount of gas utilized.

C. Recommendation Detail

The Minot International Airport secured funding from the North Dakota Airport Commission (NDAC) to make underground infrastructure improvements in the south building area. The project will be funded via a state grant that was

awarded to Minot International Airport on May 27, 2025.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

The Airport would like to complete during the 2026 construction season as we have multiple inquiries about for new hangar construction in the Southside area.

IV. IMPACT

A. Service/Delivery Impact:

Completing this project will set the airport up for further development at the Minot International Airport. It is anticipated that providing utilities to the south building area will spur additional revenue-generating hangar lease activity.

C. Fiscal Impact

This project was funded with a state grant from NDAC and the airport's capital improvement budget in 2025. The estimated cost of this project is outlined below:

Project Costs

MDU main instillation -- $131,468.00

Project Funding

2025 NDAC Grant (90%) -- $118,321.20
2025 57200 SOUTHSIDE INFRASTRUCTURE (10%) -- $13,146.80
TOTAL -- $131, 468.00

VI. ALTERNATIVES

1. Council could choose to do nothing and leave the Southside without a gas main, limiting development in the area.
2. Council could choose to ask for specials or other revenue sources to pay for the gas main installation.

Montana-Dakota Utilities Co.
North Dakota Customer Gas Service Extension Agreement

THIS AGREEMENT, made and entered into this 18 day of May , 2026 by and between MONTANA - DAKOTA UTILITIES CO., hereafter called "Montana-Dakota" and City of Minot herein called "Customer".

WHEREAS, Customer has requested a natural gas extension, herafter referred to as the "Project" to be constructed in accordance with Montana-Dakota's Gas Service Extension Policy, hereafter called "Rate 120", as described below:
Minot International Airport 1st Addition Lots 1-35

WHEREAS, the Project will necessitate the construction by Montana-Dakota of a gas main extension and the installation of necessary facilities. NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **Project**. Company shall construct and install gas mains and facilities for the Project, in accordance with its Gas Service Extension Policy Rate 120 ("Rate 120"). "Project" as used herin shall include gas main extension(s), valves, service line(s), regulators, meters, any required payments made by the Company to the transmission pipeline company to accommodate the extension(s), any permits required to construct the extension, and all other costs up to, and including the riser.

2. **Cost Contribution**. The estimated Maximum Allowable Investment (MAI) for the Project is $23,412 . Company shall complete the Project without a contribution to costs by Customer only if the Project is cost justified pursuant to Rate 120. Preliminarily,

[ ] The Company has determined that the Project is cost justified. Montana-Dakota agrees to contact Customer if this should change after any cost true up set forth herin. Customer cost participation shall be required if the Project is not cost justified

[X] The Company has determined that the Project is not cost justified. Customer shall pay to Montana-Dakota the required cost participation for the Project, in the sum of $131,468 (the "Cost Participation"), to be paid as follows:

Check at time of signing
The Cost Participation shall be made prior to the start of Construction

3. **Cost True-Up.** The costs presented herin are the estimated cost for the Project and shall be subject to an actual cost true-up as provided in Rate 120. The true-up may result in an additional charge or refund to the Customer.

4. **Recalculation of the MAI**. This Paragraph 4 shall only apply if the Company has made the determination that the Project is not cost justified in Paragraph 2. The estimated MAI is only provided for reference and Customer's actual MAI will be determined based on the following:
   a. For non-residential customers, Customer's actual usage during the five (5) year period from the Project's in-service date; and
   b. Whether additional customers have connected to main installed as part of the Project. Montana-Dakota shall, at the end of each of the first five annual periods from the in-service date of the Project, determine if any additional customers have connected to the Project. Montana-Dakota will refund the original Customer that executed this Agreement the net allowable investment, as shown in the Maximum Allowable Investment Calculation, for each additional service point initiated during the five (5) year period following the in-service date of the Project.

   "In-service date" shall be the date Company completes construction of the Project. Customer may be entitled to a refund in the event actual MAI is greater than estimated MAI; however, if actual MAI is less than estimated MAI, Customer shall be required to pay an additional sum to make up the difference. The timing of any such refund or billing for such payment shall be in Montana□ Dakota's sole discretion. No refund will be made after five (5) years from the in-service date of the Project and total refund amount shall not exceed the Cost Participation.

5. **Cancellation**. Montana-Dakota reserves the right to cancel this Agreement if the Applicant defers construction for more than six (6) months from the date of this Agreement or has not prepared the locations where the Project is to be constructed to a condition sufficient for Montana-Dakota to begin construction within six (6) months of the date of this Agreement. If the Agreement is cancelled, Company will refund any deposit made by Customer, less any costs incurred by the Company related to the Project, and, thereafter, all parties shall be relieved from any and all further liability in connection with this Agreement.

6. **Title**. All equipment installed under the terms of this Agreement shall at all times be and remain the sole property of Company

7. **Additional Terms.** The following additional terms and conditions shall apply to Montana-Dakota's construction of the Project:

8. **Incorporated Documents.** The following documents are attached hereto, and incorporated herein, as part of the Agreement:
   a. Customer Application for Gas Service;
   b. Construction Cost Summary;
   c. Maximum Allowable Investment Calculation;
   d. Map of Project; and
   e. https://www.montana-dakota.com/rates-services/rates-tariffs/. In the event of any conflict, the language of Rate 120 shall control

9. **Future Service.** This Agreement does not include the provision of natural gas service. Natural gas service will be provided in accordance with Montana-Dakota's applicable tariffs on file with the North Dakota Public Service Commission. Company reserves the right to charge Customer the entire cost of the Project if Customer has not initiated service within twelve (12) months of the date of installation.

10. **Miscellaneous.** This Agreement contains the entire agreement of the parties and may be changed only by an instrument in writing executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below

Customer Signature	Date	Company Signature	Date
Customer Printed Name		Company Printed Name	

INSERT MAP OF PROJECT ON THIS SHEET - USE MULTIPLE WORKSHEETS IF NEEDED



This map is for use by the intended recipient(s) only and may contain privileged, confidential or trade secret information. Do not reproduce or distribute without prior written permission.
THIS INFORMATION IS PROVIDED "AS IS". NO WARRANTY OF ANY KIND IS PROVIDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO NON[1]INFRINGEMENT, QUALITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE INFORMATION WILL BE ERROR FREE.
To the fullest extent allowed by law, Company shall not be liable for any claim, demand, or action, regardless of the nature of the cause, alleging any loss, injury, or damages, direct or indirect, which may result from the use or possession of this information, whether in an action in contract or tort or based on a warranty, even if Company has been advised of the possibility of such damages.
All information is subject to change without notice. This map is intended for reference only and is not to be relied upon for construction purposes.
FIELD LOCATES ARE REQUIRED FOR LOCATION OF UTILITY FACILITIES. © Montana-Dakota Utilities BING Aerial Imagery

Construction Cost Summary

Project Summary Information

CSR #:	**21508**
Project Name:	**G-SVCINST**
Town:	**MINOT**
Location:	**not International Airport 1st Addition Lot**
Developer:	**City of Minot**
Total Number of Residential Lots:	**0**
Total Number of Commercial Lots:	**35**
Primary Customer Contact:	**Jennifer Eckman**
Phone number:	**701-857-4724**
Date Cost Estimate Prepared:	**5/18/2026**

Main Installation Cost Summary

Description		Cost
Construction Labor - Main Installation	$	589.48
Construction Equipment - Main Installation	$	38.50
Material - Gas Mains	$	11,944.00
Contractor Costs - Trenching & Boring	$	82,855.00
Other Project Costs	$	3,820.00
Contingency	$	4,962.35
Main Installation Cost	$	104,209
Main ES & GA	$	20,571
Total Cost of Main Installation	**$**	**124,780**

Cost per Service Line

Estimated Cost Per Service Line	$	2,155.00
Service Line Cost with ES & GA	$	2,580.00

Notes and Other Information

The costs presented herein are the estimated cost for the Project and may be subject to an actual cost true-up as provided in Rate 120, and in Company's discretion for all projects greater than $100,000. The true-up may result in an additional charge or refund to Customer.

MONTANA-DAKOTA UTILITIES CO.
MAXIMUM ALLOWABLE INVESMENT CALCULATION
NORTH DAKOTA

CSR #:	21508	**RATE 70 & 74 - FIRM GENERAL and FIRM CONTRACTED SERVICE**	
Project Name:	**G-SVCINST**	**Prepared By:**	**ms**
Location:	**rnational Airport 1st Addition**	**Date MAI Prepared:**	**05/18/26**
Does project have multiple meters/service line?	**no**	**If multiple meters how many service lines are being installed?**	

Estimated Customers			**Estimated Volume**		
Total Estimated 5th Year Customers	<500 CFH	**5**	**Total 5th Year annual Usage (DK)**	<500 CFH	**925**
	>500 CFH	**0**		>500 CFH	**0**
			Total 5th year annual Distribution Demand DK (Rate 74 Only)		**0**
Total Basic Service Charge Revenue		**$ 1,606.00**	**Total Distribution Delivery Revenue**		**$ 1,280.20**

Total Estimated Revenue $ 2,886.20

Estimated Costs			**Maximum Allowable Investment (MAI)**		
			Total Estimated Revenue divided by LARR.		
Main Installation Cost		$ 104,209	*Where LARR is Levealized Annual Revenue Requirement*		
Service Line Installation Costs		$ 10,775			
ES & GA	*19.74%*	$ 22,698	Current LARR	*12.328%*	
Total Estimated Project Cost		**$ 137,682**	**Maximum Allowable Investment**		**$ 23,412**

Customer Required Contribution					
Pre-Tax Contribution Required		$ 114,270	*Cost per Customer*	$ 26,294	
Tax Gross-up	*15.05%*	$ 17,198			
Contribution Required		**$ 131,468**	*Cost per Total Lots Available*	$ 3,756.22	

Tax Gross-up is required on all contributions of $100,000 and over

Notes and Other Information

MAI CREDIT: Five customers have committed to service (completed and signed application). All small firm general w/ space heating loads between 45,000btu/hr-240,000btu/hr
185dk credit per customer considering connected load and comps

TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 1, 2026

SUBJECT: AIRLINE LEASES

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the Airline Lease Template;**
2. **Direct staff to present the current airlines which operate at the airport the lease with the appropriate exhibits depicting their rented space, rental rates, etc.;**
3. **Authorize staff to use the lease template to negotiate terms with new airline entrants to the Minot market; and**
4. **Authorize the Mayor, Finance Director, and Airport Director to execute leases and sign applicable documents with the airlines and their ground handling operators.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City of Minot entered into agreements with Allegiant in February 2016 and United and Delta in January 2017 to allow the use of the new terminal area for Part 121 commercial airline operations. The base terms of the agreements with United and Delta were from January 1, 2016, to remain in effect until terminated and with Allegiant from January 1, 2016 to December 31, 2020, with an option term of two years and continues on a month-to-month until a new agreement can be negotiated. The agreement was put in place to accommodate the new terminal which opened on February 29, 2016.

The airlines have had a final draft of the agreement since January 2026 and have provided comments. City staff and the airlines have met a number of times to negotiate the final terms and the City has allowed ample time for the

airline's legal teams to review the agreements.

B. Proposed Project
Approve the new negotiated airline lease template.

C. Recommendation Detail
The City staff and the airlines have been in negotiations for new agreements based on the current operational use and space needs of the airlines and their respective ground handlers, Unifi and Trego-Dugan, since early 2022. The complexity of the agreements, the significant changes to federal regulations and FAA lease guidance, and personnel changes from both the airline and the City staffing has caused delays in the negotiations.

The current agreement is retroactive to January 1, 2026.

IV. IMPACT

A. Service/Delivery Impact:
With the approval and execution of the lease agreements all commercial service carriers operating out of Minot International Airport will have agreed on terms of the relationship with the City of Minot.

B. Fiscal Impact

The rates and charges for commercial airlines operating at MOT are approved by City Council as part of the budget process. The current rates and charges are included in these agreements include but are not limited to landing fees, ARFF fees, terminal rents, RON fees, etc. The agreements provide the formula for the airlines to pay their individual portions of the shared operational costs to the Airport.

In 2026, the Airport budgeted $2,754,628 of airline revenues.

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

1. Council could choose to do nothing and continue to operate on month-to-month with the existing airline agreements.
2. Council could instruct the Airport Director and City staff to re-negotiate any/all components of the Operating Agreement. As all three commercial

carriers would need to agree on any changes, this would most certainly be a lengthy process.

SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

BETWEEN

THE CITY OF MINOT
MINOT INTERNATIONAL AIRPORT

And

_____

EFFECTIVE DATE

JANUARY 1, 2026

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MINOT INTERNATIONAL AIRPORT
SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

THIS SIGNATORY AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE (hereinafter referred to as this "Agreement"), is entered into this _____ day of _____, 2026, by and between the CITY OF MINOT, a body politic and corporate, located in the County of WARD, State of NORTH DAKOTA (hereinafter "City"), and _____., a corporation organized and existing under the laws of the State of ____ (hereinafter "Airline"), with a principal office located at _____ .

W I T N E S S E T H:

WHEREAS, City recognizes commercial air service is critical to the local community and economic development of Minot and its surrounding communities and will encourage increased air service and growth in the region; and

WHEREAS, City owns and operates the Minot International Airport (hereinafter the “Airport”); and

WHEREAS, Airline desires to lease from the City certain premises and facilities and acquire certain rights, licenses, and privileges in connection with its use of the Airport, and the City is willing to lease and grant the same to Airline in accordance with the terms, provisions, and conditions hereinafter set forth in this Agreement; and

WHEREAS, Airline is engaged in the business of commercial transportation of persons, property, cargo, express, and mail by air and is certified or otherwise authorized by the United States Government to engage in such business.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

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ARTICLE 1

DEFINITIONS

Section 1.01 Definitions

The following words and phrases, wherever used in capitalized form in this Agreement, shall, for the purpose of this Agreement, have the following meanings:

1. "Aircraft Arrival" means any commercial aircraft arrival at the Airport, including, without limitation, scheduled, charter, diversion, medical emergency, or any other flights operated by an Air Transportation Company. Aircraft Arrivals exclude flights which are forced to return and “land” at the Airport because of meteorological conditions, mechanical or operating causes, medical emergencies, or for a similar emergency or precautionary reason.

2. “Affiliate Airline” shall mean (i) any contract regional airline that operates flights under the designator code of a Signatory Airline, as designated in writing by such Signatory Airline from time to time; (ii) any party that operates under essentially the same trade name, or uses essentially the same livery, as a Signatory Airline at the Airport; or (iii) any party controlling, controlled by, or under common control with a Signatory Airline. An Affiliate Airline shall have the rights afforded a Signatory Airline without payment of any additional charges or premiums provided: (a) the Signatory Airline has designated the Affiliate Airline to operate on Signatory Airline’s behalf at the Airport; (b) the Signatory Airline agrees and shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by the Affiliate Airline of the Signatory Airline when it is flying on behalf of the Signatory Airline at the Airport; and (c) the Signatory Airline remains a Signatory Airline under an Airline Operating Agreement and Terminal Building Lease with the City and is in compliance with the terms and conditions of same. A Signatory Airline and any designated Affiliate Airline(s) of the Signatory Airline shall be counted as one airline for the purposes of computing any Joint Use Space rental requirements; provided however, that the Signatory Airline shall be responsible for all charges of (including the payment of any passenger activity fees incurred by) any such designated Affiliate Airline while such designated Affiliate Airline operates at the Airport on behalf of the Signatory Airline. In the event a Signatory Airline ceases to be a Signatory Airline for any reason, including, but not limited to, the termination of its Airline Operating Agreement and Terminal Building Lease by either the

Signatory Airline or the City, each designated Affiliate Airline of the Signatory Airline will no longer be operating on behalf of the Signatory Airline and the Signatory Airline will have no further financial obligation for rentals, fees, and charges incurred by its Affiliate Airline(s) after the termination date. A Signatory Airline must provide the City with a written list identifying all designated Affiliate Airlines which are to operate at the Airport on behalf of the Signatory Airline, and the relationship between each Affiliate Airline and the Signatory Airline (e.g., Signatory Airline is the parent corporation of Affiliate Airline; Signatory Airline and Affiliate Airline are parties to a partnership agreement; Signatory Airline has contracted with Affiliate Airline to provide its service at the Airport, etc.). If the Affiliate Airline operates under Affiliate Airline status for more than one Signatory Airline at the Airport, each Signatory Airline must include the Affiliate Airline on the list that provides service for the Signatory Airline. A Signatory Airline shall give the City reasonable advance written notice of any change in the identity of and relationship with any of its designated Affiliate Airlines. Failure to provide such advance written notice will not relieve Signatory Airline from the obligations associated with any Affiliate Airline with regard to service provided by such Affiliate Airline and the financial obligations outlined herein. No airline which offers for sale tickets under its brand name shall be classified as an "Affiliate Airline" for purposes of operating flights at the Airport under that brand name. In the event an airline, having once been a Signatory Airline, continues to operate at the Airport without a current Airline Operating Agreement and Terminal Building Lease (whether by reason of expiration, non-renewal, termination or otherwise), such airline shall no longer be a Signatory Airline and, consequently, none of such airline's designated Affiliate Airlines(s) shall be entitled to use the Airport's premises and facilities on the same terms and conditions afforded designated Affiliate Airlines of Signatory Airlines and the terms and conditions of use by Non-Signatory Airlines shall apply.

3. "Aircraft Parking Apron" shall mean that part of ramp area immediately adjacent to the Terminal (or remote from the Terminal) that is used for the parking of aircraft and ground service equipment vehicles (in designated areas) and for the loading and unloading of passengers and cargo or for the remote parking of RON aircraft or line maintenance on disabled aircraft, the boundaries of which are shown in Exhibit A attached hereto.

4. "Airfield" is defined within the definition of Airport Cost Centers.

5. "Airport Cost Centers" means the following cost centers to be used in accounting for Airport Revenues and expenses and for calculating and adjusting certain rentals, fees, and charges described herein as they now exist or may hereafter be modified, changed, or developed:

A. Terminal" or "Terminal Building" means the passenger terminal building, its curbside, and landscaped areas adjacent to the Terminal Building, and any expansions and alterations thereof, as shown on Exhibit A attached hereto and as may be amended from time to time.

B. Airfield" means the airfield at the Airport, including runways, taxiways, aprons, approach and runway protection zones, safety areas, infield areas, City-owned landing and navigational aids, perimeter fences and gates, service roads, airfield maintenance facility, airfield support buildings and facilities, airfield drainage system, and land areas at the Airport required by or related to aircraft operations (landings, take-offs, and taxiing).

C. "Aircraft Rescue and Fire Fighting" or "ARFF" means the services related to aircraft rescue and firefighting provided by the City on the Airfield as required by the FAA and the cost of providing such services which is recovered through a separate ARFF charge based on the Maximum Gross Landed Weight for each aircraft type utilizing the Airfield.

D. Other Facilities" means the surface parking, roadways, commercial vehicle areas, fixed base operator areas, and other commercial development, general aviation hangars and buildings, and exclusively leased apron areas occupied by the Airport's fixed base operators, corporate/private aircraft operators, and/or cargo operators.

6. "Airport Revenue" shall mean any income and revenue lawfully derived directly or indirectly by the City from the operation and use of, or otherwise relating to, the Airport. The term does not include any grants, Passenger Facility Charges, appropriations, loans, gifts, or bond proceeds from federal, state, or local governments.

7. "Air Transportation" means the carriage of persons, property, cargo, or mail by aircraft to and from the Airport.

8. ”Air Transportation Company” means any Person that engages in Air Transportation.

9. "Bonds" means airport revenue bonds, general obligation bonds, or any other similar or substitute financing instrument that might be issued for Airport purposes under and pursuant to authorizing legislation.

10. "Capital Improvement Program" or "CIP" means a program of Capital Improvements as identified by the City which will be amended from time to time.

11. "Capital Improvements" means any capital project or capital equipment resulting in a capital asset with a useful life greater than one-year that is acquired, purchased, and/or constructed by the City to improve, maintain, preserve, or develop the Airport. Capital Improvements shall include but not be limited to (1) the acquisition of land or easements; (2) the purchase of machinery, equipment, or rolling stock; (3) the planning, engineering, design, and construction of new infrastructure or facilities; (4) the renovation of existing land and facilities, or (5) the performance of any extraordinary, nonrecurring major maintenance of existing facilities. The City may amortize the cost over the useful life of the Capital Improvement.

12. “Debt Service” shall mean the total amount of money required to fund the interest and principal on debt for the Airport on an annual basis over a specific period of time.

13. “Department of Homeland Security” shall mean the agency established by the Federal government for the administration of Airport security or its successor.

14. "Deplaned Passenger" means all revenue and nonrevenue passengers for all Signatory Airlines, designated Affiliate Airline(s), and Non-Signatory Airlines disembarking at the Airport.

15. "Director" means the Airport Director of the City, or duly authorized designee.

16. “Discretionary Revenue” shall mean any non-airline revenue generated by the City for use and/or occupancy of premises at the Airport by users and tenants other than airlines that is not directly allocated to airlines in the rates and charges model identified in Exhibit C and in excess of what is required to fulfill the City’s financial obligations associated with operating the Airport.

17. “Enplaned Passengers” shall mean all revenue and non-revenue passengers for all Signatory Airlines, designated Affiliate Airline(s), and Non-Signatory Airlines boarded at the Airport.

18. “Environmental Laws” means all laws, ordinances and regulations adopted and enforced by any governmental agency which protects the natural environment, human health, pollution potential, and natural resources.

19. "FAA" means the Federal Aviation Administration of the U.S. Department of Transportation or any federal agencies succeeding to its jurisdiction.

20. "Fiscal Year" means the City's Fiscal Year, which is the twelve-month period commencing January 1 and extending to December 31, or such other twelve-month period as may be adopted by the City as the Fiscal Year for the operation of the Airport.

21. “Ground Handler” shall mean any Person and its employees, agents, or contractors (but not employees of Airline performing services on Airline’s aircraft or that of its designated Affiliate Airline(s)) who perform ground handling services on behalf of Signatory Airline(s) at the Airport. Ground handling services include, but are not limited to, the processing of passengers, mail, cargo, de-icing services, and other servicing of an airline’s aircraft. All Ground Handlers must execute an Operating Agreement- Ground Handler with the City in order to be authorized to perform ground handling services at the Airport on behalf of Airline and to utilize the Leased Premises or other Premises. Ground Handlers must remain in compliance with the terms and conditions of the Operating Agreement- Ground Handler in order to perform ground handling services on behalf of Airline at the Airport. To the extent Airline is utilizing a Ground Handler, Airline is hereby permitted to grant the Ground Handler access to its Leased Premises identified in this Agreement and agrees to remain responsible

for the compliance of the Ground Handler with all terms and conditions of this Agreement. Signatory Airlines shall not be required to execute an Operating Agreement – Ground Handler to provide ground handling services by Airline employees for Airline if service is provided by Airline employees.

22. "Hazardous Material(s)" means any regulated hazardous or toxic substances, materials, or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation hazardous materials table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes that are or become regulated under any Environmental Laws applicable to the Airport including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, or which is defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*

23. "Joint Use Formula" shall mean the methodology used to recover costs from Airline for the use of the Joint Use Space.

24. “Joint Use Space” means any City owned or controlled passenger processing facilities and improvements including but not limited to Airport managed ticket counters, baggage make-up, baggage screening space, baggage claim and the tug drive area, baggage service offices, holdrooms and loading bridges, the security checkpoint and queue space used for providing services to the traveling public, security checkpoint exit lane, unless such space or spaces are specifically included in an airline’s Preferential Use Space in the Terminal identified in Exhibit B and subject to modification from time to time. If Exhibit B is revised, the revised Exhibit B shall be substituted in this Agreement without the need for an amendment.

25. “Landing Fee” means the fee to be calculated and paid for every 1,000 pound units for Airline and Affiliate Airline aircraft landing at the Airport. The Landing Fee calculation is included in the sample rates and charges model included as Exhibit C.

26. “Leased Premises" means the Preferential Use Space and Joint Use Space as leased by Airline and/or among it and other airlines.

27. "Maximum Gross Landed Weight" means the maximum landed weight that each aircraft type operated by Airline at the Airport is certified by the FAA to land, as identified in Airline's flight manual governing that type of aircraft.

28. “Minimum Standards” means the criteria that the City adopts, subject to change from time to time, to establish the minimum requirements that businesses must meet to provide services or aeronautical activities at the Airport.

29. “Non-Signatory Airline” means an airline that has not entered into a Signatory Airline Operating Agreement and Terminal Building Lease with the City. For the purposes of rentals, fees, and charges, Non-Signatory Airlines shall be charged one hundred twenty-five percent (125%) of all applicable Signatory rentals, fees, and charges.

30. “Operating Agreement- Ground Handler” shall mean an agreement entered into by and between a Ground Handler operating at the Airport on behalf of a Signatory Airline and the City. That Operating Agreement-Ground Handler shall define the operational and liability requirements of the Ground Handler and its rights and responsibilities regarding its operation at the Airport on behalf of Airline. All Ground Handlers who are not Airline employees providing Ground Handler services for Airline must execute an Operating Agreement- Ground Handler in order to operate at the Airport.

31. “Operation and Maintenance Costs- Airfield” shall mean those costs and expenses incurred in connection with the operation, management, preventative and corrective maintenance, and repair of the Airfield, including without limitation: all costs of providing and maintaining heating, ventilation, air conditioning, electricity, lighting, water, sewer, floor and ceiling coverings and finishes, roofs, walls, doors, floors, and windows in the Airfield support buildings; landscaping and paved surfaces adjacent to the Airfield support facilities; cleaning debris from the Airfield and sidewalks adjacent to the Airfield support buildings; mowing and weed control of the green areas of the Airfield; wildlife hazard mitigation; painting, striping and marking; crack sealing; garbage collection and janitorial services in the Airfield support

buildings; electrical systems, water and sewer lines, plumbing and plumbing fixtures, and sewer systems; maintenance and allocated costs associated with communications systems; Airfield lighting (including, but not limited to, replacement of taxiway and runway lights and apron lights); navigational aids and instrumentation; City provided equipment, furniture, fixtures and utility systems; amortization and/or depreciation of ineligible City funded improvements attributable to the Airfield; premiums for liability and property insurance; utilities furnished by the City; Airport-related security service expenses; management expenses; personnel expenses; supplies; fines, judgments, and assessments; and other reasonable costs for services considered to be operationally necessary to which the City shall reasonably agree.

32. “Operation and Maintenance Costs- ARFF” shall mean those costs and expenses Incurred in connection with providing aircraft rescue and firefighting (ARFF) services during Air Transportation operations.

33. “Operation and Maintenance Costs- Terminal” shall mean those costs and expenses incurred in connection with the operation, management, preventative and corrective maintenance and repair of the Terminal, including without limitation: all costs of providing and maintaining heating, ventilation, air conditioning, electricity, lighting, water, sewer, floor and ceiling coverings and finishes, doors, roofs, walls, floors, and windows in the Terminal; landscaping adjacent to the Terminal; maintenance of the paved surfaces adjacent to the Terminal; exterior lighting of the Terminal; garbage collection and janitorial services in Public Space, Joint Use Space, and Preferential Use Space; electrical systems, water and sewer lines, plumbing and plumbing fixtures, and sewer systems; maintenance and allocated costs associated with communications systems, the flight information display system, and video display systems; City provided equipment, furniture, fixtures, and utility systems; amortization and/or depreciation of ineligible City funded improvements attributable to the Terminal; premiums for liability and property insurance; utilities furnished by the City; Airport-related security service expenses; management expenses; personnel expenses; supplies; fines, judgments, and assessments; and other reasonable costs for services considered to be operationally necessary to which the City shall reasonably agree.

34. "Passenger Facility Charge" or "PFC" shall mean any passenger facility charge which City may impose upon eligible passengers enplaning at the Airport pursuant to 14 CFR Part 158, as it may be amended or superseded from time-to-time.

35. “Person” or “Entity” means an individual, corporation, partnership, limited liability company, association, or any entity, however formed.

36. "Preferential Use Space" shall mean, at any time, the space leased by City to Airline on a preferential use basis as more fully set forth on Exhibit B, as the same may be amended from time-to-time and a substitute Exhibit B added to this Agreement without the need of an amendment. Preferential Use Space shall include ticket counters and associated queue space, airline ticket offices, and airline operations areas preferentially leased to an airline. Airline’s Preferential Use Space is shown on Exhibit B attached hereto.

37. “Priority Assigned Gate” shall mean that portion or portions of the Joint Use Space passenger holdrooms, associated passenger loading bridge, and associated space on the Aircraft Parking Apron assigned by the City to Airline whereby Airline will have priority use of the assigned holdroom, passenger loading bridge, and associated space on the Aircraft Parking Apron adequate to meet Airline’s scheduled needs.

38. "Public Space" shall mean at any time those Terminal building areas accessible by the public and not leased as Preferential Use Space or Joint Use Space as identified on Exhibit B, or otherwise, to any Entity.

39. “RON” means “Remain Overnight” shall apply to any aircraft approved to occupy a gate or parking position following completion of its last arrival with a departure scheduled the next day.

40. "Signatory Airline" shall mean those airlines (including qualified designated Affiliated Airlines of the Signatory Airline) providing transportation services for passengers and cargo that have executed an Agreement with City for the use and occupancy of the Leased Premises and Public Space at the Airport. The Signatory Airline shall be responsible for conformance of all designated Affiliate Airlines and authorized Ground Handlers having executed an

Operating Agreement- Ground Handler, to the terms and conditions of this Agreement and for all financial responsibilities for the designated Affiliate Airlines operating under this Agreement.

41. “Signatory Airline Operating Agreement and Terminal Building Lease” means this agreement and any substantially similar agreement entered into between City and a Signatory Airline for the use and occupancy of Leased Premises at the Airport.

42. “Terminal” is defined within the definition of Airport Cost Centers.

43. “Terminal Rental Rate” shall mean the rate per rentable square foot that the City will charge an airline for its use and occupancy of airline Leased Premises calculated in accordance with the provisions of this Agreement, as may be amended from time to time. A sample Terminal Rental Rate Calculation model is included as Exhibit C.

44. "Total Landed Weight" shall mean the sum of the Maximum Gross Landing Weight for all Signatory Airline arrivals for any Fiscal Year. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all Landing Fee computations.

Section 1.02 Cross-References

References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement, unless otherwise specified.

ARTICLE 2
TERM

Section 2.01 Base Term and Option Term

2.01.1 Base Term

This Agreement shall remain in effect for five (5) years and shall become effective January 1, 2026, and continue in effect through December 31, 2030, subject to prior termination as provided in Section 14 herein (the “Base Term”).

2.01.2 Option Term

Following completion of the Base Term, the parties agree that one additional five (5) year Option Term may be executed under the terms and conditions contained herein (the "Option Term") provided that both parties mutually agree to exercise the Option Term on or before December 31, 2029. If the parties do not mutually agree to exercise the Option Term by the specified date, the Agreement will terminate on December 31, 2030.

Section 2.02 Holding Over

Should Airline occupy the any portion of the Airport without the prior written consent of the City after this Agreement has terminated, Airline shall be deemed a tenant at will during the period of such use and subject to the provisions set forth in this Agreement. Rentals, fees, and charges will be established by the City in conformance with all applicable FAA guidelines and may be modified at the sole discretion of the City. Under Holdover, the City and Airline shall have all of the remedies provided under applicable laws and ordinances.

ARTICLE 3
RIGHTS AND SPECIFIC PRIVILEGES

Section 3.01 Use of the Airport

Airline, its employees, passengers, guests, patrons, agents, independent contractors, suppliers, licensees and invitees shall have the right to the use (in common with other duly authorized users) of those portions of the Airport and appurtenances, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for their use at or in connection with the Airport, subject to the terms and conditions of this Agreement, and to the Minimum Standards. In addition, Airline shall have the right to preferential use of areas so designated as its Preferential Use Space as provided in Section 4.01.

Section 3.02 Specific Rights of Airline at the Airport.

Airline and its designated Affiliate Airline(s) shall have the right, subject to limitations and conditions contained in this Agreement and the adopted Minimum Standards and in addition to all rights elsewhere granted in this Agreement, to use the Airport for its Air Transportation Business, including but without limitation, for the following purposes:

A. The operation of its Air Transportation by aircraft for the carriage of persons, property, cargo, express, and mail, including all activities reasonably necessary to such operation.

B. The landing, taking off, flying over, taxiing, pushing back, towing, loading, unloading, deicing, repairing, maintaining, conditioning, servicing, parking, storing, and testing of aircraft or other equipment owned or operated by Airline.

C. The sale of Airline tickets, documentation of Airline shipments, handling of Airline reservations, the loading and unloading of persons, property, cargo, express, and mail at the Airport by such motor vehicles or other means of conveyance as Airline may desire to use in the operation of its Air Transportation system. The City further reserves the right to approve the location for any proprietary electronic ticket dispensing machines which are not placed in Airline's Preferential Use Space for ticket counter space, including the queue area included in the Airline's Preferential Use Space. Such approval shall not unreasonably withheld. For all units located outside of the Airline Preferential Use Space ticket counter space as identified in Exhibit B , Airline will be charged rent for nine (9) square feet per unit.

D. Airline may use the Leased Premises for the training of Airline personnel and authorized Ground Handlers operating at the Airport, provided that such training and operations are limited to that incidental to Airline's Air Transportation business and do not negatively impact any tenant, visitor, or user of the Airport.

E. Airline may use the Leased Premises for the servicing by Airline, Affiliate Airline(s), authorized Ground Handlers, suppliers of materials, or service providers, of aircraft and other associated equipment operated by Airline with line maintenance or other materials or supplies, at its Priority Assigned Gate or other aircraft parking positions as designated

in advance by the Director. Airline shall be required to stage all active ground service equipment used in the processing of flights in designated locations as identified by the City during periods when the equipment is not being actively used. In no event shall Airline stage inoperative equipment at a gate position. The City reserves the right at any time to designate other locations reasonably accessible from the Terminal for performance of aircraft maintenance and service activities, storage of inoperable ground service equipment, storage of de-icing equipment when not actively being used, or remote aircraft parking if the City believes that such activities would interfere with aircraft operations of other airlines at the Airport. Aircraft engine run-ups shall not be allowed between the hours of 10 p.m. and 7 a.m. local time, except when necessary, due to an extraordinary and non-recurring circumstance. Aircraft engine run-ups shall be performed only in specific engine run-up areas, as designated by Director, and the Director must be notified prior to the run-up.

F. Subject to Section 3.04(F) herein, Airline may purchase or otherwise contract for Airline's requirements of personal property or services, including fuel, lubricants, food and beverages offered in flight, other passenger supplies, and any other materials and supplies used by Airline, from any person or company of Airline's choice for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business. Nothing herein shall restrict the City from levying a reasonable and non-discriminatory concession fee similar to the fee assessed concessionaires on any person or company providing unapproved services or product in direct competition with other concession contracts authorized on the Airport by the City. Airline will be allowed to offer food and beverages similar to what is offered as part of in-flight services to passengers in the Leased Premises during delays without requiring any concession fee being applied. The City reserves the right to assess a concession fee similar to the fee paid to the City by the Terminal concessionaires for food or beverages brought in from providers outside of the Terminal if the City concessionaire has the capacity to meet the desired need and prior approval to bring in outside offerings has not been received by the Airline from the Director. The City’s right to assess the fee will be waived if the Airport

concessionaire is not able to provide the food and beverages in a timely manner, as determined at the discretion of the Director.

G. The installation and operation of Airline’s standard corporate identifying signs and graphics in Airline's Preferential Use Space; provided, however, all other signs and graphics installed in Joint Use Space shall be subject to the prior written approval of the Director. Installation of such signs and graphics consistent with corporate standards in Joint Use Space shall be allowed with the prior written approval of the Director. No signage shall be installed in the interior or on the exterior of the passenger loading bridges. Any temporary promotional signage the Airline desires to install will required the prior written approval of the Director.

H. The installation, maintenance, and operation of such radio, communication, meteorological, and aerial navigation equipment and facilities at suitable locations on or in the Terminal building, including computer equipment at or near the passenger check in counters in the Terminal building, as may be necessary for Airline's operations; provided that such equipment and facilities do not interfere with other airline or Airport communication, meteorological, or aerial navigation systems. The location of such equipment and facilities, method of installation and type of equipment shall be subject to the prior written approval of the Director and shall conform to all applicable Federal, State, and local requirements. Any equipment installed in space outside of the Leased Premises will be subject to the applicable Terminal Rental Rate.

I. The provision of skycap service, curbside airline baggage check-in, and wheelchair assistance services. Airline may arrange with other airlines and/or authorized contractors to provide such services or may provide such services on its own behalf.

J. The use of the City-owned passenger loading bridges at Airline’s Priority Assigned Gate(s) and any other assigned gate as assigned by the Director.

K. The right to park active ground service equipment in locations as designated by the Director adjacent to Priority Assigned Gate(s) in accordance with Exhibit D. Following

the pushback of an aircraft, equipment should be placed in the designated area as identified in Exhibit D.

L. The rights and privileges granted Airline under this Agreement with respect to the performance of ground handling services and activities in connection with its Air Transportation business at the Airport may be exercised by Airline's employees or authorized Ground Handlers for and on behalf of Airline and its designated Affiliate Airline(s) and/or for its regularly scheduled service or unscheduled service and for all handled airline(s). Airline shall not be subject to the payment of fees or commissions in performing services by such authorized contracting Ground Handlers; however, Airline's Ground Handler(s) will be required to report all activities for all handled airlines, including Affiliate Airlines and unscheduled flights.

Section 3.03 Employee Parking Facilities

The City shall provide Airline's employees working at the Airport an area or areas for common vehicular parking facilities at locations reasonably convenient to the Terminal. Such facilities shall be located in an area designated by the City which may be adjusted at the sole determination of the City following a reasonable notice period. The City reserves the right to charge a reasonable fee for the use of such facilities. Such fees may be adjusted annually. The City reserves the right to offer parking for non-based crew members and to charge a separate rate for such non-based Airline employees. Space will be provided at the sole discretion of the City. Employee parking spaces shall be used for employees in the performance of their duties and may not be used for employee travel when not on duty. Violations may result in the termination of employee parking privileges at the sole discretion of the Director.

Section 3.04 Limitation on Use by Airline

In connection with the exercise of its rights under this Agreement, Airline:

A. Shall not do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, heating

or ventilation system, air conditioning system, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.

B. Shall not do or permit to be done any act upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

C. Shall not dispose of nor permit any employee, agent or contractor to dispose of any waste material taken from, or products used with respect to, its aircraft into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials, except in compliance with Environmental Laws. To the extent required by Environmental Laws, such waste material or products shall first be properly treated by equipment installed with the approval of the Director and any other administrative body having appropriate jurisdiction.

D. Shall not keep or store, during any twenty-four (24) hour period, Hazardous Materials, including but not limited to, hazardous articles and materials such as flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport in excess of Airline's working requirements during said twenty-four (24) hour period, except when the following conditions are met: (1) materials are stored in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees (100°) Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Airline personnel or authorized agents; (3) said material shall be packaged and handled in compliance with applicable U.S. Department of Transportation, Environmental Protection Agency, and/or other such applicable regulations for transport and pre-transport of hazardous articles and materials; and (4) said materials shall be stored in special storage areas designated by the Director while on the Airport.

E. Shall not install fuel storage tanks and/or pumping facilities for use in fueling any aircraft at the Airport without prior written approval of the City.

F. Airline may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Airline employees or contractors in areas not accessible to the general public.

G. Shall comply with the confidential FAA approved Airport Security Plan as amended from time to time for the Airport, a current copy of which shall be kept on file in the Director's office. Any fines and/or penalties levied against the City for security violations at the Airport caused by Airline or any of its officers, employees, agents, contractors, or suppliers while under its control, shall be due and payable to the City by Airline upon demand.

H. It is understood and agreed that the City reserves the right to charge a badging and/or security fee reflecting the City's reasonable costs of controlling access to restricted areas in the event that any government agency having jurisdiction over City or the Airport imposes a security mandate providing access to the restricted areas. In addition, the City reserves the right to assess a lost badge fee for all badges not returned to the City upon demand.

I. Except as provided in Section 3.02, paragraph G, for standard corporate signs and graphics, Airline shall not engage in any form of advertising in Joint Use Space without the prior written approval of the Director.

J. De-icing is allowed only at the locations designated by the Director and the City reserves the right to change the location for such activities based on aircraft and passenger safety, operational efficiencies, containment, and/or obligations imposed under Environmental Laws.

Section 3.05 Airport Use Summary

A. At the request of the City, Airline shall file an Airport Use Summary, herein referred to as the "Summary," with the Director within thirty (30) calendar days of the date hereof. Department shall provide Airline with a Summary report form requesting information specified below in regard to Airline's operation at the Airport. Airline shall maintain a current Summary

on file with the Director and provide updates to the Director in writing within forty-eight (48) hours after occurrence.

B. Accordingly, the Summary shall provide the following, subject to updates which are required to reflect any material changes:

1. Names, e-mail and addresses, and telephone numbers of Airline officials responsible for station operations, flight operations, properties, accounts payable, and facilities.

2. The current published schedule of Airline's flight activity at the Airport. Airline shall notify the Director of schedule changes at the Airport.

3. The description of Airline's fleet and identification of the class of Airline's aircraft that will serve the Airport. Airline shall be responsible for performing all training required to safely utilize the Terminal facilities for each aircraft type, including passenger loading bridges, prior to the commencement of revenue service at the Airport.

4. The identification of all of Airline’s Affiliate Airline(s) and authorized Ground Handler, if applicable, the contact information as described in Paragraph 1 above for such Affiliate Airline(s) and Ground Handler.

ARTICLE 4
LEASED PREMISES

Section 4.01 Leased Premises in the Terminal Building

A. Categories of space.

Airline shall lease the areas in the Terminal Building on a Preferential and Joint Use basis as follows, as more particularly delineated on Exhibit B, and as may hereafter be modified or changed by mutual agreement between the City and Airline. Exhibit B will identify space in the Terminal. Exhibits for any future Terminal modifications will be substituted in this Agreement without the need for an amendment.

1. Preferential Use Space
    a) Ticket counter and Queue Space
    b) Offices (ticketing offices and office space)
    c) Outbound baggage area
    d) Tug Tunnel Space (if applicable)

2. Joint Use Space
    a) Baggage make-up and baggage claim and common tug tunnel space
    b) Baggage service offices
    c) Security checkpoint and queue space
    d) Baggage screening area
    e) Holdrooms, passenger loading bridges, and associated apron

B. Space in the Terminal Building.

Airline shall lease or use the Preferential Use and Joint Use areas in the Terminal building as shown on Exhibit B, as may be amended from time to time. A revised Exhibit B will be provided prior to any adjustment of any revised square footages ad will be substituted into this Agreement without the need for an amendment.

Section 4.02 Aircraft and Ground Service Equipment Parking at Priority Assigned Gates

Airline agrees to park aircraft and ground service equipment in a safe manner in the areas designated by the City at all Priority Assigned Gates identified in Exhibit B and Exhibit D, which may be amended from time to time following notice and consultation.

Section 4.03 Priority Use Gate Assignments and Accommodation

A. Priority Assigned Gates

Signatory Airline(s) will have priority use of any Priority Assigned Gates. Airline will be allowed to install Airline proprietary computer stations at a Priority Assigned Gate provided that the installation does not prohibit the City from installing additional common use or temporary computer stations at the same gate. The cost of installation of an Airline proprietary computer station and the subsequent cost of relocation in the event that Airline's Priority Assigned Gate is relocated will be the sole responsibility of Airline. Temporary use of a Priority Assigned Gate by another airline will be allowed when unassigned gates are not available. The City reserves the right to require use of the Priority Assigned Gate for another airline in the event there is a temporary need to provide access for another airline if the Priority Assigned

Gate does not have an active flight by the assigned Signatory Airline scheduled to depart within ninety (90) minutes of the time requested for the requesting airline. The City reserves the right to reassign, temporarily or long-term, Priority Assigned Gates if the intended use thereof is a better utilization of gate space as reasonably determined by the City in the exercise of its business judgment. Prior to reassignment, the City will consult with the Signatory Airline to which the Priority Assigned Gate has been assigned and take that airline's input into consideration. If an Airline is assigned a different Priority Assigned Gate following consultation, the City will reimburse Airline for the reasonable direct costs associated with such reassignment of the gate, excluding the relocation of any Airline proprietary computer systems and related equipment.

The City must maintain flexibility on gate assignments to accommodate all aircraft and to allow flexibility in the event gates are out of service for any reason. Subject to the prior paragraph, the Director, through Airport operations will be responsible for coordinating all gate assignments and adjustments.

B. Remote Overnight Aircraft (RON)

Airline will be allowed to park aircraft at Priority Assigned Gates overnight if the gate is not scheduled for use prior to the morning departure. If there are more overnight aircraft than can be accommodated at the gates, the earliest arriving aircraft will be the aircraft designated to be removed to a remote parking position first. Airlines will need to have fully trained personnel on-site to tow and brake ride / or have available airline crew to brake ride the aircraft to remote parking. All towing will be the sole responsibility of the Airline.

C. Irregular Operations and Excessive Tarmac Delays

If an aircraft leaves the gate and is delayed prior to takeoff and requests access to a gate to deplane, the request should be directed to Airport operations and operations will assign the aircraft to the next available gate if the Priority Assigned Gate is not available.

Overnight aircraft will be allowed to remain at the gate overnight unless the gate is required for the processing of another aircraft during that time. Airlines retain the right to use mobile bridge adapters compatible with the passenger loading bridges used to assist with boarding passengers.

Section 4.04 Use of the City Loading Bridges

A. All passenger loading bridges will be provided and maintained by City and shall be made available to all airlines serving the Airport. Airline will be solely responsible for all damage caused by Airline or its authorized Ground Handlers.

B. The use of the City-owned passenger loading bridges by Airline shall be subject to the following terms and conditions:

1. The bridges shall be operated only by employees, contractors, or agents of Airline and Airline shall be responsible for ensuring that all such employees, contractors, or agents are properly trained and qualified to operate the bridges prior to operation of the bridges. The City reserves the right to audit and evaluate documentation of such training and qualifications.

2. Airline shall be solely responsible for any and all damages, claims, or injuries which may be caused by the improper operation of the bridges by its employees, agents, or contractors, and shall defend, indemnify, and hold the City harmless for such operations in accordance with Section 11.02.

3. Airline shall be solely responsible for any damage to bridges caused by the improper action of its employees, agents, or contractors to the extent such damage is not collected under the City's insurance, including without limitation, any deductible under such insurance.

4. City, during the Term of this Agreement, shall use commercially reasonable best efforts to maintain and keep in good repair the loading bridges referred to herein, and the cost of such maintenance shall be included in the Airline rentals, fees, and charges. Airline is responsible for promptly reporting to City any repair or maintenance which is needed to the loading bridges.

Section 4.05 Surrender of the Premises

A. Airline covenants and agrees that on expiration of the Term of this Agreement, or on earlier termination as hereinafter provided, or upon reassignment of the Leased Premises as hereunder provided, including but not limited to temporary relocation during the phases of construction or modification to the Terminal, it will peaceably surrender possession of the Leased Premises hereunder in the same condition received, reasonable wear and tear, original construction defects, structural problems, acts of God, fire, conditions pre-existing execution of this Agreement, and other casualties excepted, and the City shall have the right to take possession of said Leased Premises. City shall not be required to give notice to quit possession at the expiration date of the Term of this Agreement.

B. Airline shall have the right, on expiration of the Term of this Agreement or upon temporary or permanent reassignment of the Premises as herein provided, and within seven (7) calendar days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Airline at its expense, in, on, or about the Airport, subject to any valid lien that the City may have thereon for unpaid rents or fees. Airline shall repair, at its sole expense, any damage to the Premises or the Airport resulting from such removal, normal wear and tear excepted. Airline agrees to reimburse the City for any direct or internal costs incurred plus a fifteen percent (15%) administrative fee due the City if the City elects to remove or dispose of Airline's property after such seven (7) day period. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall give City any right to or lien against Airline’s aircraft, and City expressly disclaims any such right or lien.

C. Any and all property not removed by Airline within the said seven (7) day period shall, at the sole option of the City, thereupon become a part of the premises on which it is located, in which case title thereto shall thereupon vest in the City unless otherwise agreed to in writing by the parties.

Section 4.06 Access

A. Subject to the provisions hereof and the Minimum Standards, and such restrictions as the City may impose with respect to Airline's use of Premises, the City hereby grants to

Airline, its agents, suppliers, employees, contractors, passengers, guests, licensees and invitees, the right and privilege of free and unrestricted access, ingress, and egress to the Leased Premises subject to security restrictions contained in the Airport's security plan and to public areas and public facilities of the Terminal.

B. The ingress and egress provided for in Section 4.06(A) shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform under the provisions hereof, unless expressly authorized in writing in advance by the City.

C. City shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Airline's use pursuant to this Agreement or otherwise, either temporarily or permanently, provided that reasonable notice to Airline and a reasonably convenient and comparable means of access, ingress, and egress shall exist or be provided in lieu thereof. City shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Airline's obligations under this Agreement.

D. Airline agrees that all of its tenants, subtenants, patrons, invitees, agents, employees, licensees, or independent contractors must be authorized by the City prior to entry in restricted areas. Airline agrees that no person authorized by the City to enter a restricted area by virtue of this Agreement shall permit any person who is not otherwise authorized to enter a restricted area unless such unauthorized person is, at all times while in the restricted area, in the company of an authorized person.

E. Airline understands and agrees that, in the event the FAA or the Department of Homeland Security, including the Transportation Security Administration, assesses a civil penalty against the City or Airport for any violation of Transportation Security Administration Regulation 14 CFR Parts 1520 and CFR Part 1542 or any successor or additional regulation pertaining to security at the Airport, as a result of any act or failure to act on part of Airline, its tenants, subtenants, patrons, agents, employees, invitees, or independent contractors, Airline shall, upon demand of the City, immediately reimburse the City in the amount of the civil penalty assessed. Airline is permitted to pass on such costs to its tenants, subtenants, or contractors and to dispute the validity of any amount of the civil penalty assessed.

ARTICLE 5

CONSTRUCTION OF CAPITAL IMPROVEMENTS

Section 5.01 Capital Improvements

City may undertake certain Capital Improvements at the Airport. City and Airline agree that these Capital Improvements shall be constructed substantially in accordance with information presented to the Signatory Airlines and revised by City in consultation with the Signatory Airlines.

By execution of this Agreement, Airline evidences its willingness and intent to pay the rentals, fees, and charges established according to the sample rates and charges model included as Exhibit C hereunder for its use of the Airport and occupancy of the facilities to be developed as a result of Capital Improvements generally identified.

City will consult with Airline annually on the proposed capital improvement plan and will provide reasonably sufficient information on the nature of any proposed projects and the potential sources and uses of funds for those projects prior to implementation. The City will consider the input received from the Signatory Airlines in determining the projects to be initiated.

ARTICLE 6

REPORTS, RENTALS, FEES, AND CHARGES

Section 6.01 General

In return for use of the Premises, facilities, rights, licenses, and privileges granted hereunder and for the undertakings of the City, Airline agrees to pay the City during the Term of this Agreement, without deduction or set-off, certain rentals, charges, and fees to be calculated as set forth herein and as identified in Exhibit C.

Section 6.02 Monthly Activity Report

Airline shall furnish to the City on or before the tenth **(10th)** day of each month, an accurate report of Airline's operations at the Airport during the preceding month on a form

provided by the City, setting forth all data necessary to calculate the rentals, fees, and charges due under this Agreement. Said report shall include, but shall not necessarily be limited to: (1) For Airline, designated Affiliate Airline, all handled airlines by Airline, and all diversions, the total number of aircraft arrivals and departures for the month by Airline, by type of aircraft, the Maximum Gross Landed Weight of each type of aircraft, and the total Airline Gross Landed Weight for the month; (2) the total number of revenue and non-revenue Enplaned Passengers and Deplaned Passengers including a breakdown of passenger totals for each Airline and handled airlines; and (3) the amount of cargo freight, mail, and express for such month by Airline.

Section 6.03 Terminal Building Rentals

A. Airline shall pay to the City for its Preferential Use Space and Joint Use Space in the Terminal as provided for in the Agreement as set forth in Section 4.01(A) and Exhibit B, monthly rentals based on annual rental rates to be calculated each Fiscal Year, as set forth in Section 7.04 and identified in Exhibit B. Non-Signatory rental rates shall be assessed at one hundred twenty-five percent (125%) of the applicable Signatory rates.

B. Rentals for Preferential Use Space shall be determined by multiplying the Airline Preferential Use Space leased square footage by the Terminal Rental Rate.

C. Rentals for Joint Use Space shall be determined by multiplying the total amount of Terminal Joint Use Space square footage identified in Exhibit B times the terminal Rental Rate to determine the total amount of Joint Use Space rent to be recovered. Allocation of the joint use charges shall be in accordance with the following formula:

    - One hundred percent (100%) of the cost of the space is divided proportionally among the Signatory Airlines based upon the proportion of each airline's

number of revenue Enplaned Passengers to the Airport's total number of revenue Enplaned Passengers.

- At the commencement of the Fiscal Year the total Joint Use Space identified in Exhibit B will be multiplied by the Terminal Rental Rate to determine the total Joint Use Space annual requirement. That amount will be divided by twelve (12) to determine the monthly Joint Use Space rental requirement. The monthly Signatory Joint Use Space monthly requirement will be reduced by any Non-Signatory Joint Use Space amounts due and the net Joint Use Space rental amount due from the Signatory Airlines will be calculated monthly based on the proportion of revenue passengers reported by each Signatory Airline, including Affiliate Airline(s).

- Airline and the City agree that, following the end of each Fiscal Year during the Term of this Agreement and upon receipt of the final annual financial audit of the City's accounts, the Terminal Building Rentals that are due and payable based on actual Operations and Maintenance Costs- Terminal shall be calculated and divided by the Terminal rentable space as identified in Exhibit B, which may be modified if the applicable space is adjusted. If the amount of Terminal Building Rentals paid by Airline is greater than the amount due, the City shall either issue to Airline a credit or check for the difference within thirty (30) calendar days of notice. If a credit, the credit must be applied against any outstanding invoices due and payable from Airline. In the event that the amount of Terminal Building Rentals paid by Airline is less than the amount due, the City will invoice Airline for the balance due based on the calculation. Payment will be due and payable within thirty (30) calendar days after the invoice date.

Section 6.04 Electricity Charges

Basic electricity usage and charges will be included in the calculation of the annual rentals, fees, and charges. Airline shall be responsible for payment of all charges for electrical power in excess of the typical power used in the conduct of normal operations used in its Preferential Use Space for the amount of electricity used by Airline and arrived at through

separate metering directly to the electric utility company or through agreed to estimates for a reasonable allocation.

Section 6.05 Landing Fees and ARFF Fees

A. Airline shall be responsible to pay to the City monthly Landing Fees and ARFF Fees to be determined by multiplying the number of one thousand (1,000) pound units of Total Airline Maximum Landed Weight for Airline and its designated Affiliates during the month by the then-current Landing Fee Rate and ARFF Fee Rate established pursuant to Section 7.05 herein.

B. Non-Signatory airlines will pay a Landing Fee and ARFF Fee, which fees shall be 125% of the applicable Signatory Airline Landing Fee and ARFF Fee.

C. Mid-year Adjustments. Airline and the City agree that if the Landing Fees and ARFF Fee for any Fiscal Year are projected to deviate in the City's reasonable estimate thereof by ten percent (10%) or more for any given Fiscal Year based on calculations of actual and projected expenses and applicable Airline Maximum Gross Landed Weight, the City reserves the right to implement one mid-year adjustment of the Landing Fee Rate and/or the ARFF Fee rate effective as of July 1st of any given Fiscal Year during the Term of this Agreement. Airline will be notified of the amount of the proposed rate adjustment and will be granted ten (10) calendar days to comment on such proposed rate adjustment. Following the comment period, The City may implement the rate adjustment for the remainder of that Fiscal Year. A final written notice of any rate adjustment will be issued to Airline prior to implementation of the adjusted rate.

D. Annual Reconciliation. Airline and the City agree that, following the end of each Fiscal Year during the Term of this Agreement and subject to receipt of the final annual financial audit of the City's accounts, the Landing Fees and ARFF Fees that are due and payable based on actual Operations and Maintenance Costs- Airfield and Operations and Maintenance Costs- ARFF and actual Airline Maximum Gross Landed Weight for Revenue Landings shall be calculated. If the amount of Landing Fees and ARFF Fees paid by Airline is greater than the amount due, the City will first be reimbursed for any Discretionary Revenue applied to establish the Landing Fee and ARFF Fee. If the Landing Fees and ARFF Fees paid following the reimbursement to the City are still greater than the Landing Fee and ARFF Fee

requirement, the City may issue a credit or check for the difference within thirty (30) calendar days of notice. If a credit, the credit must be applied against any outstanding invoices due and payable from Airline. In the event that the amount of Landing Fees and ARFF Fees paid by Airline is less than the amount due, the City will invoice Airline for the balance due based on the calculations. Payment will be due and payable within thirty (30) calendar days after the invoice date.

Section 6.06 Trash Collection

The City shall provide for appropriate and adequate general waste removal and recycling containers, the cost of which shall be included in the Terminal Rental Rate. Airline will be responsible for removal of waste from its Preferential Use Space to the designated locations identified by the City. Storage of boxes and other bulky material in public view is strictly prohibited.

Section 6.07 Payment Provisions/Interest on Overdue Amounts

Preferential Use Space rentals shall be due and payable the first day of each month, in advance. City shall provide an annual invoice detailing such monthly fixed charges at the beginning of each Fiscal Year. All other fees and charges shall be due and payable on invoice within thirty (30) calendar days of the date of the invoice. The acceptance by the City of any payment made by Airline shall not preclude the City from contesting the accuracy of computations in Airline's monthly activity report, submitted to the City as provided in Section 6.02, or from recovering any additional payment due from Airline.

Any payment not received by the due date shall accrue interest at the rate of eighteen percent (18%) per year calculated monthly at the rate of one and one-half of a percent (1.50%) per month from the due date until paid in full.

Section 6.08 Taxes and Other Charges

The Airline shall pay all taxes and governmental charges allocated to the respective cost centers and included in the rentals, fees, and charges calculations that may be lawfully

assessed against the City, with respect to the Premises or any improvements thereon, during the Base Term of this Agreement and including the Option Term granted thereto including Holdover. Any assessments or governmental charges assessed directly to Airline shall be the sole responsibility of the Airline.

The Airline in good faith may contest any tax or governmental charge; provided that the Airline may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to the City, such action will not adversely affect any right or interest of the City and is not in violation of any applicable law or ordinance.

Section 6.09 Passenger Facility Charge

A. City shall have the right to assess airline passengers a Passenger Facility Charge (PFC) for the use of the Airport in accordance with the requirements of 14 CFR Part 158. In the event that the City decides to collect a PFC, Airline shall collect on behalf of and remit to the City any such charges in accordance with the requirements of 14 CFR Part 158. Any Passenger Facility Charges collected by the Airline shall, pending remittance to the City, be held in trust for the benefit of the City. City shall have the right to use all such Passenger Facility Charges collected in any lawful manner.

B. Airline and the City shall be bound by and shall observe all of the provisions of 14 CFR Part 158 as they apply to either or both parties applicable to the respective parties.

C. If Airline fails to remit PFC revenue to the City within the time limits established by federal regulation, Airline shall be deemed to be in default pursuant to Section 13.01 (Default).

Section 6.10 Records of Airline

Airline shall keep and maintain a complete and adequate set of all of the records required under Section 6.02 or otherwise, for the use of the Airport and calculation and payment of fees required under this Agreement for the preceding Fiscal Year and shall make such records available for inspection by the City or its authorized representative after reasonable notice to the Airline.

Section 6.11 Other Fees and Charges

Except as provided in this Agreement, no further rentals, fees, or charges shall be charged against or collected from Airline, its passengers, employees, shippers and receivers of freight and express, suppliers of material, contractors or furnishers of services, by the City for the Leased Premises, facilities, rights, licenses, and privileges granted to Airline in this Agreement. However, the City reserves the right to collect fees for the following:

A. Badging Fee – City will establish a fee annually for reimbursement of all costs associated with issuing badges.

B. Lost Badge Fee – A penalty of fifty dollars ($50.00), subject to City's annual adjustment, for all badges that are not returned within seven (7) calendar days upon termination of an employee or contractor no longer employed or for badges that are lost for active employees.

C. Employee Parking – The City reserves the right to charge an employee parking fee as may be established by the City and amended from time to time.

Section 6.12 Right of Set Off

The City shall have the right to set off any past due amount(s) against any amounts City might otherwise owe to Airline and/or by applying all or a portion of current payments to such past due amount(s). Past due amounts may include sums due from Airline on prior agreements, this Agreement, or for usage of the Airport by Airline as a Non-Signatory Airline. In the event the City exercises its right, it shall notify Airline. Airline shall be responsible for immediately submitting such a sum as will reflect the total amount needed to satisfy current amounts due.

ARTICLE 7
CALCULATION OF RENTALS, FEES, AND CHARGES

Section 7.01 Rentals, Fees, and Charges

Rentals, fees, and charges will be reviewed and calculated annually based on the principles and procedures set forth in this Article 7 and as identified in Exhibit C and adopted

on or before December 1 of each calendar year to become effective January 1st of the following Fiscal Year.

Section 7.02 Accounting Records

A. City shall maintain accounting records that will document the following items for each of the Airport Cost Centers: (1) revenues, (2) maintenance and operating expenses, (3) annual debt service on Bonds or other similar financing instruments, (4) amortization of the cost of Capital Improvements financed by the City cash reserves includes in rentals, fees, and charges, (5) equipment and capital outlays, (6) any annual funding requirements pursuant to the applicable bond coverage requirements, and (7) any other funding requirements imposed by law or judgments.

B. City shall make available to Airline upon request its annual budget and rate calculations similar in form to Exhibit C and any applicable supplemental financial data required to assess the adequacy of rentals, fees, and charges established under this Agreement.

Section 7.03 Consultation Process for Rates, Fees, and Charges

A. On or before sixty (60) days prior to adoption for each Fiscal Year, the City shall submit to Airline the following reports:

1. The Airport's annual budget for the most current and the next immediate Fiscal Years, including all estimated Airport Revenues; estimated Operation and Maintenance Costs – Terminal and Operation and Maintenance Costs – Airfield and ARFF; estimated annual Debt Service on Bonds; expenditures for Capital Improvements; all allocated to Airport Cost Centers as provided herein on Exhibit C. Exhibit C is included as a **SAMPLE** for the calculation of subsequent year rentals, fees, and charges. Adjustments to comply with actual budgets may be made for each Fiscal Year during the Term of the Agreement.

2. The adjustment of allowable Operation and Maintenance Costs – Airfield and ARFF and Operation and Maintenance Costs - Terminal in accordance with Section 7.06.

3. City's calculation of proposed airline rentals, fees, and charges for the Fiscal Year, based on the procedures set forth in this Agreement.

B. Within thirty (30) calendar days after receipt of the reports, a meeting/conference call shall be held between the City and the Signatory Airlines to discuss the proposed rentals, fees, and charges. Director shall give due consideration to any comments and suggestions of Airline regarding the annual budget for the calculations of the proposed rentals, fees, and charges.

C. The City shall adopt a rentals, fees, and charges schedule that may, at the discretion of the City, include revisions made as a result of Director's feedback from Airline. City shall furnish Airline with a copy of the final calculation of rentals, fees, and charges.

D. Prior to the adoption of a revised rentals, fees, and charges schedule in accordance with Section 7.03(C) and Exhibit C, the rentals, fees, and charges in effect during the preceding Fiscal Year shall continue in effect until the City has finalized the calculation of the rentals, fees, and charges in accordance therewith, to be effective January 1.

Section 7.04 Calculation of Terminal Building Rental Rates

Terminal building rental rates for each Cost Center shall be calculated for each Fiscal Year in the following manner:

A. City's estimated total "Terminal Building Cost" for the Terminal Cost Center shall be calculated by totaling the following amounts:

1. The total of estimated direct Operation and Maintenance Costs - Terminal allocable to the Terminal cost center as identified in Exhibit C.

2. Indirect Maintenance and Operating Expenses allocable to the Terminal cost center as identified in Exhibit C.

3. Equipment and Capital Improvements net of federal and State grant funding, PFC's, and any other applicable funding source allocable to the Terminal.

4. The pro rata portion of annual debt service on Bonds allocable to the Terminal.

5. The estimated amount of any assessment, judgment, or settlement payable by the City relating directly to the Airport or its operations and allocable to the Terminal.

6. Debt Service reserve and bond coverage requirements, if applicable, for any Terminal related project as may be required, which may be adjusted annually.

B. The estimated Terminal Building Cost for the Fiscal Year shall be determined and the net airline requirement due shall then be divided by the total rentable square footage in the Terminal to determine a Terminal Rental Rate per square foot.

Section 7.05 Calculation of Landing Fee and ARFF Fee Rates

A. Landing Fee rate and ARFF Fee rate per one thousand (1,000) pounds Maximum Gross Landed Weight shall be calculated in each Fiscal Year. For purposes of calculating each year's estimated Landing Fee and ARFF Fee, the City will estimate the projected total landed weigh based on the best information available.

B. City's estimated total Airfield Cost and ARFF costs for the Fiscal Year shall be calculated by totaling the following amounts:

1. The total of estimated allocated expenses for the Operation and Maintenance Cost – Airfield and ARFF.

2. Indirect Operation and Maintenance Cost - Airfield allocable to the Airport Airfield and ARFF.

3. Equipment and Capital Improvement costs net of federal and state grant funding, PFC's, and any other applicable funding source allocable to the Airport Airfield and ARFF.

4. The pro rata portion of annual Debt Service on Bonds allocable to the Airfield and ARFF.

5. The estimated amount of any assessment, judgment, or settlement payable by the City relating directly to the Airport or its operation and allocable to the Airfield and ARFF.

6. Debt Service reserve and bond coverage requirements, if applicable, for any Airfield and ARFF related project as may be required, which may be adjusted annually.

C. The Landing Fee rate and ARFF Fee rate shall be calculated (at 100% recovery of the total costs of the Airfield and ARFF cost centers) by dividing the total cost attributable to the Airfield and ARFF cost centers by the projected Total Landed Weight for all Signatory Airlines, including Affiliate Airlines, to determine the cost per thousand (1,000) pound units.

D. Reconciliation- Following the acceptance of the year end audit by the City, the City will calculate the actual Landing Fee and ARFF Fee rates and compare them to the amount collected throughout the year. In the event there is an over collection based on actual costs experienced and/or because the weight exceeded the budget amount, the City will issue a credit to Airline for its pro rata portion of the actual weight as a percentage of the total and apply it immediately against any open invoices due the City. In the event that there is an additional payment due City because the actual fee requirements due exceeded the invoiced amount and/or the actual weight was less than projected, City shall issue an invoice for the difference in Landing Fee and ARFF fee due based on the Airline's pro rata portion of the actual weight as a percentage of the total and the amount will be due and payable within thirty (30) days of the invoice date.

Section 7.06 Extraordinary Rate Adjustments

In the event that, at any time during a Fiscal Year, any of the components of Terminal Building Cost, Airfield Cost, ARFF Cost Center, or the Total Airline Landed Fee and/or ARFF Fee of all Signatory Airlines are projected to vary materially (upward or downward ten percent (10%)

or more) from the estimates used in setting the Terminal Rental Rate, and/or Landing Fee rate, and/or ARFF Fee rate, the City reserves the right to adjust the rates either upward or downward for the balance of such Fiscal Year, in the event that such adjustment is deemed necessary by the City to ensure that adequate revenues will be available from such fees to cover the estimated Terminal Building Cost and/or Airfield and ARFF Costs for the Fiscal Year. The City agrees to give no less than thirty (30) days prior written notice to Airline of any such adjustment.

ARTICLE 8
BOND REQUIREMENTS AND FLOW OF FUNDS

Section 8.01 Subordination to Bond Requirements

A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by the City pursuant to the terms, covenants, and conditions of present and future Bond requirements.

B. In conflicts between this Agreement and the Bond requirements, the Bond requirements shall govern.

C. All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond requirements.

D. Notwithstanding the foregoing, the City will use its best efforts to not enact any Bond requirements or subsequently amend any Bond requirements so as to require a material change in the method of calculation of rentals, fees, and charges payable hereunder or so as to materially adversely affect the rights or enlarge the duties of Airline hereunder.

Section 8.02 Creation of and Flow of Funds

A. Subject to the terms and provisions of the Bond requirements and other related instruments, it is mutually understood and agreed that, as long as any Bonds secured by the Bond requirements are outstanding, Bond proceeds and all Airport Revenue shall be deposited, maintained, and paid as set forth in the Bond requirements.

ARTICLE 9

MAINTENANCE AND OPERATION OF AIRPORT

Section 9.01 City's Responsibilities

A. City agrees that it will, with reasonable diligence: 1) prudently develop, improve, and at all times maintain the Airport and operate the Airport with sufficient and qualified personnel or contractors, keep the Airport in good repair including without limitation, the Terminal Building, Airport Airfield in accordance with the responsibilities for the City as identified in the maintenance matrix as identified in Exhibit E; 2) keep the Airport and its aerial approaches reasonably free from obstruction and interference for the safe and proper use thereof by Airline; and 3) develop, maintain, and operate the Airport in all respects in a manner at least equal to the standards or rating established by the FAA and any other governmental agency having jurisdiction thereof, except for conditions beyond the reasonable control of the City. City shall not be liable to Airline for temporary failure to furnish all or any such services to be provided by the City, whether due to mechanical breakdown or for any other causes beyond the reasonable control of the City.

B. City, with its own forces or by contract, shall use commercially reasonable efforts to operate and maintain and keep in good condition the Terminal and all additions, improvements, facilities, and equipment now or hereafter provided by the City at or in connection with the Terminal Building, except any improvements, facilities, and equipment constructed or installed by Airline. City shall use commercially reasonable efforts to keep the Terminal Building, except Airline's Preferential Use Space (as shown on Exhibit B, in a neat, orderly, sanitary, and presentable condition. City shall be responsible for the maintenance and operation of Joint Use Space (including provision of electricity and cleaning), which costs shall be included in the calculation of Joint Use Space terminal building rentals.

C. City, with its own forces or by contract, shall use its commercially reasonable efforts to maintain the public use space and Joint Use Space of the Terminal so as to provide for reasonable use thereof by passengers and invitees, and shall keep such area adequately supplied, equipped (including directional signs), furnished, and decorated.

D. City shall use commercially reasonable efforts to supply or cause to be supplied appropriate and adequate equipment and maintenance for air conditioning, lighting, ventila-

tion, heat, electrical, water, and sewerage facilities for Terminal public use areas, and the Leased Premises; adequate illumination in Joint Use Space; and janitorial service in the Terminal building, excluding Airline's Preferential Use Space.

Section 9.02 Airline's Responsibilities

A. Airline shall, at all times keep its Preferential Use Space neat, orderly, sanitary, and presentable; and shall cause to be removed at Airline's own expense from such spaces all waste, garbage, and rubbish to the general collection units provided by the City.

B. Airline shall maintain the apron area contiguous to its Priority Assigned Gate in a neat, clean, and orderly condition, free from litter, debris, refuse, petroleum products, or grease that may result from activities of its passengers, employees, agents, contractors, or suppliers, and remove and properly store and dispose of all petroleum products. Any hazardous material that is discharged must be collected and remediated in accordance any applicable environmental regulation. Any discharges of hazardous material must be reported to the Director immediately.

C. Airline shall perform, at its sole expense, ordinary preventive maintenance and ordinary upkeep and repair of all Airline owned or controlled facilities, personal property, trade fixtures, and equipment located in its Preferential Use Space in accordance with the maintenance matrix attached as Exhibit E. The City will be responsible for all structural repairs and conditions not caused through the negligence or damage by Airline, its employees, agents, contractors or suppliers. Airline shall promptly notify the City about Airline's discovery of such excepted conditions or any other repairs necessitated by latent defects for which Airline is not responsible to allow for the City to reasonably address them.

D. Airline shall promptly repair any damage in any space at the Airport occasioned by the fault or negligence of Airline, its contractors, agents, employees, licensees, and invitees.

E. Except as provided in Section 3.02 paragraph G, Airline shall not erect, maintain, or display on its Leased Premises in the public view any billboards, advertising, or materials without the prior written approval of the Director.

F. Airline expressly agrees that the City shall not be liable to Airline, for bodily injury or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, smoke, vandalism, malicious mischief, or acts of civil City not caused by the negligence or willful acts or omissions of the City.

G. Airline must post a statement in Airline's Preferential Use Space that it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance that is prohibited on Airport property and that offenders will be prosecuted to the fullest extent of the law.

H. Use of cell phones is prohibited while operating motorized vehicles.

I. Airline shall provide and maintain hand fire extinguishers for the interior of its Preferential Use Space to the extent required by applicable fire and safety codes.

Section 9.03 City's Right to Inspect

The City, by its authorized officers, employees, agents, contractors, subcontractors, and other representatives, shall have the right at any time in the case of emergencies, otherwise during normal business hours upon reasonable notice, to enter upon Airline's Preferential Use Space, accompanied by an authorized Airline representative, if practicable, for the following purposes:

A. To inspect such space to determine whether Airline has complied and is in compliance with the terms and conditions of this Agreement.

B. To perform such maintenance, cleaning, or repair as the City reasonably deems necessary, if Airline fails to perform its obligations in a timely manner under this Article 9, and to recover the actual cost of such maintenance, cleaning, or repair from Airline, plus a fifteen-percent (15%) administrative charge from Airline due and payable upon demand.

C. Upon reasonable notice, except in emergencies, to perform such maintenance, cleaning, or repair as the City reasonably deems necessary, and which is the responsibility of the City under this Agreement.

Section 9.04 Alterations and Improvements

A. Airline shall make no repairs, alterations, additions, improvements to, or installations on the Leased Premises under this Agreement without the prior written approval of the Director.

B. Plans and specifications for such work shall be filed with and subject to the prior written approval of the Director and all work shall be done in accordance with local ordinances and State and Federal laws and regulations.

C. All alterations and improvements other than movable furniture, personal property, equipment, and trade fixtures shall, at the City's option and discretion, become part of the Premises and title shall vest with City upon completion.

Section 9.05 Environmental Regulations

Airline shall comply with the following environmental regulations:

A. Airline shall not cause or permit any Hazardous Materials to be handled, treated, managed, stored or used on or about the Airport by Airline, its agents, or employees, except in compliance with Environmental Laws and as permitted by the City hereunder.

B. Airline shall at all times and in all respects comply with all Environmental Laws and regulations.

C. Airline shall, at its sole expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required by any environmental laws for Airline's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Leased Premises. If required by any Environmental Laws, Airline shall cause any and all Hazardous Materials generated, used, or stored on the Premises by the

Airline to be removed and transported in compliance with the same. Airline shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of this Agreement as provided for herein, Airline shall cause all Hazardous Materials used, generated, managed, or stored by Airline on the Premises during the Term of the Agreement or for which it is responsible to be removed from the Premises and to be transported for use, storage, treatment or disposal in accordance and compliance with all applicable Environmental Laws; provided, however, that Airline shall not take any remedial action in response to the presence of any Hazardous Materials on or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the City in writing of Airline's intention to do so and affording the City reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect the City's interest with respect thereto.

D. If at any time Airline shall become aware that any Hazardous Material has come to be located on or about the Airport in violation of Environmental Laws, Airline shall, promptly upon discovering such presence of the Hazardous Material, provide the City with written notice of that condition. Airline's notification of the City in such situation shall not be construed as an admission of liability on the part of the Airline with respect to the identified Hazardous Material. In addition, to the extent that Airline has actual notice, Airline shall promptly notify the City in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened against Airline concerning its use or release of Hazardous Materials on the Premises pursuant to any Environmental Laws, (2) any written claim made or threatened by any person against Airline for its use of the Premises and relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from the use of any Hazardous Materials on the Premises by the Airline, and (3) any reports made to any local, State, or Federal environmental agency arising out of or in connection with any

allegations of Airline's violation or potential violation of Environmental Laws associated with Hazardous Materials used on, or removed from, the Premises, including any written complaints, notices, warnings, or asserted violations in connection therewith. Airline shall also supply to the City as promptly as possible, and in any event within five (5) calendar days after Airline first receives or sends the same, copies of all written claims, reports, complaints, notices, warnings, or asserted violations. Upon City's request, Airline shall promptly deliver to the City copies of Airline's hazardous waste manifests reflecting the legal and proper disposal of all Airline's Hazardous Materials removed from the Premises.

E. Airline shall indemnify, defend and hold harmless the City, its officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (excluding special, indirect and consequential damages), costs, or expenses (including without limitation reasonable and documented attorneys' fees, consultant fees, and expert fees) except to the extent the same are caused by the negligence or willful misconduct of City and/or City Indemnified Parties, for the death of or injury to any person or damage to the Premises, to the extent arising from or caused in whole or in part, directly or indirectly, by the Airline's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in its activities hereunder. Airline's obligations under this Paragraph (E) shall include, whether foreseeable or enforceable, any and all costs incurred in connection with any investigation of the condition of Airport, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of Airport and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. Airline's obligations under this Paragraph (E) shall survive the expiration or earlier termination of the Term of this Agreement. The provisions in this paragraph shall be Airline's exclusive indemnification obligations related to environmental matters under this Agreement.

F. Notwithstanding any provisions to the contrary, the City, at its sole discretion, shall have the right to enter and inspect the Leased Premises, including Airline's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably

interfere with the conduct of Airline's business, to investigate the presence or potential presence of Hazardous Materials on the Leased Premises in violation of Environmental Laws. During such inspection, the City shall have the right to visually inspect the Leased Premises and to take such soil, sludge, or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable; City shall allow for Airline to take split-samples during such inspections. Except for Airline's split-samples, City shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises in violation of Environmental Laws and Airline is responsible for such Hazardous Materials, then Airline shall fully reimburse the City for such expenses within ten (10) calendar days of receiving the City's written request for reimbursement.

THE PROVISIONS OF THIS SECTION 9.05 SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

ARTICLE 10
DAMAGE OR DESTRUCTION OF PREMISES

Section 10.01 Damage or Destruction

A. If the Premises or any portions thereof, or buildings or structures of which such space may be a part, be damaged by fire or other casualty not caused by Airline, the City shall notify Airline within sixty (60) calendar days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by the City, and the rental allocable to the portion of the Leased Premises rendered untenantable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that the City shall exert its best effort to provide Airline with temporary substitute space, if available, at a rental amount not to exceed that provided for in this Agreement for comparable space until such time as the repairs are completed.

B. If the City shall fail to notify Airline of its decision within sixty (60) calendar days after destruction, the City shall be deemed to have elected to terminate this Agreement as to the space damaged and destroyed, and the Agreement shall automatically terminate as to such

space as of the date of the damage, with no further liability therefore by either the City or Airline.

C. In the event the City elects not to reconstruct or replace the Leased Premises, the City shall meet and consult with Airline on ways and means to provide Airline with adequate replacement space for the Leased Premises for the remaining Term of the Agreement. In such event, the City agrees to amend this Agreement to reflect related additions and deletions to the Leased Premises. If, after such consultation, there is no adequate replacement space reasonably available and acceptable to Airline, then Airline reserves the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the City with no further liability of either party to the other.

D. The parties hereto hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Terminal or to the property of either party hereto, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Airline, but City's preceding waiver applies only to the extent of its receipt of policy proceeds covering the damages. Airline shall be responsible for maintaining such casualty insurance on its property as it deems necessary and such policies shall waive any right of subrogation thereunder against the City.

ARTICLE 11
INSURANCE AND INDEMNIFICATION

Section 11.01 Insurance

A. Airline shall, without expense to the City, and upon commencement of the term hereof, obtain and cause to be kept in force liability insurance coverage, with limits as hereinafter stated, insuring against the liabilities set forth in Section 11.02.

B. Such insurance shall include, by way of example but not by way of limitation, comprehensive general liability coverage and automobile liability insurance coverage and shall not be in amounts less than hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies with A.M. Best ratings of A-VIII or better, or a comparable rating from a comparable rating service, and authorized to do business

in the State of North Dakota. Such insurance policies shall contain an endorsement providing that the City will be given not less than thirty (30) calendar days written notice prior to the cancellation or material adverse change of the provisions or coverage affecting the interest of the City provided by said policies. The comprehensive general liability policies shall include contractual liability coverage and shall make reference to this Agreement.

C. Airline shall cause a certificate or certificates of insurance to be furnished to the City evidencing such insurance coverage upon execution of this Agreement. If the City is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Agreement, Airline shall, prior to the effective date of such cancellation or change, obtain and provide the City with certificates evidencing the re-establishment of the insurance coverage required hereby. If Airline does not notify the City by the effective date of such cancellation or change, this will constitute a breach by Airline and permit the City to terminate this Agreement pursuant to Section 14.03, or to purchase such insurance and charge the cost thereof to Airline as additional rent.

D. The minimum limits of coverage shall be as follows:

1. Airline, at its own expense, shall procure and maintain for the benefit of the City and itself, as their respective interests shall appear, **commercial** general liability insurance, including bodily injury and property damage with A.M. Best rating of A-VIII or better, with A.M. Best ratings of A-VIII or better, or a comparable rating from a comparable rating service, with the following minimum limits:

$2,000,000 per occurrence/$5,000,000 general aggregate;
$2,000,000 aggregate for products and completed operations;
$1,000,000 personal and advertising injury;
$50,000 fire legal liability;
$5000 medical expenses

Aircraft liability

- $50,000,000 per occurrence for operators using any aircraft of more than 50,000 pounds Maximum Gross Certificated Landed Weight ;
- $5,000,000 per occurrence for operators using any aircraft of less than 50,000 pounds Maximum Gross Certificated Landed Weight;
- $1,500,000 per seat, including crew, for operators using aircraft with 25 or fewer seats;

- $100,000,000 per occurrence for all others

2. Comprehensive automobile liability policy in a minimum amount of one million dollars ($1,000,000) for both bodily injury and property damage, combined single limit per occurrence.

3. Comprehensive general liability (which may be covered under Airline's general liability policy), including Products and Completed Operations, policy in minimum amount of one million dollars ($1,000,000) for bodily injury and five hundred thousand dollars ($500,000) for property damage, or combined single minimum amount of one and one-half million dollars ($1,500,000) for both bodily injury and property damage.

4. Workers' compensation insurance in a minimum amount as required by State law and employers' liability in a minimum amount of one hundred thousand dollars (**$2,000,0**00) per accident and **$2,000,**000 per disease.

The City reserves the right to adjust the above minimum amounts in the event of a change in applicable law or to meet the recommended minimum industry standard. Sixty (60) days prior notice of such adjustment shall be provided to all the Signatory Airlines.

E. Any insurance limits required hereunder are minimum limits only and are not intended to restrict liability imposed under this Agreement.

F. Insofar as said insurance provides protection against liability for damages to third parties for personal injury, death, and property damage, the City shall be included as an additional insured throughout the Term of the Agreement; provided such liability insurance coverage shall also extend to damage, destruction, and injury to the City-owned or the City-leased property and the City personnel, and caused by, any work, operations, activities or occupancy under this Agreement except to the extent caused by the negligent act or omission or willful misconduct of the City. Airline shall show the City as an additional insured with respects to Airline's operations and activities at the Airport. Airline may then also show on the insurance certificate that liability insurance coverage also includes contractual liability.

G. Any and all of the above insurance coverages shall be on an occurrence basis, not on a claims made basis. All insurance provided by Airline hereunder shall be primary to any insurance or self-insurance of the City.

H. City shall have no liability for any premiums charged for such coverage, and the inclusion of the City as an additional insured is not intended to, and shall not, make the City a partner or joint venture with Airline in its operations at the Airport.

Section 11.02 Indemnification

A. To the fullest extent permitted by law, Airline shall be responsible for all liability arising out of this Agreement, except to the extent resulting from the negligence or willful misconduct of the City, and Airline shall indemnify, defend, and hold the City, and its officers, agents, and employees (collectively, "City Indemnified Parties") harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property (including without limitation the City property or personnel), including all reasonable and documented costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or Airline's negligent act or omission or willful misconduct in the use of, occupancy of, or operations of Airline at or about the Airport or the negligent acts or omissions or willful misconduct of Airline's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except Airline shall not be liable to the extent such loss or judgment is finally determined to result from the negligent act or omission of any City Indemnified Party. Airline shall maintain contractual liability insurance to cover this indemnification agreement. The Director shall give to Airline prompt notice of any such claims or actions. Airline shall also use counsel reasonably acceptable to the City in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement with respect to matters arising before such expiration or early termination.

B. Airline shall, at its own cost and expense defend any and all suits or actions, just or unjust, which may be brought against the City or in which the City may be impleaded with

others upon any such above-mentioned matters, claim or claims, including claims of contractors, employees, laborers, material men, and suppliers. City shall have the right to participate in such suits and no action shall be settled without prior consent of the City. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to the City which would otherwise exist. The extent of this indemnity provision shall not be limited by any requirement of insurance contained herein.

C. Airline hereby, expressly and without reservation, waives any defense or immunity to which it might otherwise be entitled under Workers' Compensation laws, the general statutes of North Dakota or judicial decisions, disallowing or limiting the foregoing indemnification, and consents to a cause of action for indemnity. Airline further waives subrogation rights against the City pursuant to Workers Compensation laws and will defend and indemnify the City from any such subrogation claims.

D. Any mechanic's lien or any other lien which may be filed against the City property as a result of any act or omission of Airline, its officers, agents, employees, contractors, subcontractors or anyone for whose action Airline may be legally liable, and arising out of any activities under this Agreement shall be defended (by counsel reasonably acceptable the City) and promptly discharged by Airline at its own expense. If the Airline should fail, either to defend the City against the lien or to discharge it, then the City may do so at Airline's expense. In the event of such an undertaking by the City, the Airline will promptly reimburse the City for all of its costs and expenses in so doing, including, but not limited to, reimbursement of the City's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.

E. Airline agrees to require all independent contractors that enter the Airport to perform work for, or to supply to, Airline to maintain liability and workers compensation insurance coverage in the amounts provided in Section 11.01 (D) and to name the City as an additional insured on such liability policies.

F. Airline agrees to assume all risks of loss to its property resulting from any fire, theft, and/or vandalism, occurring at the Airport, except to the extent such losses result from the negligence or willful misconduct of the City.

ARTICLE 12
ASSIGNMENT OR SUBLEASE

Section 12.01 General

Airline shall not at any time transfer, convey, assign, sublet, mortgage, pledge, or encumber its interest under this Agreement, or any part of the Premises without the prior written approval of the City; provided however Airline may assign its entire interest to an entity which merges with or succeeds to the business of the Airline without need for prior written City approval provided that Airline is not in default in any of the terms hereunder. Airline shall provide City with written notice of any such merger or succession. Any failure of Airline to obtain the City's prior approval is a material breach of this Agreement. If two airlines operating at the Airport merge during the Term of this Agreement, City will cooperate with the airlines to either (a) co-locate into one of the airline’s space and divest of the excess space vacated with no further obligation for the vacated space, or (b) relocate the merged airlines to a location sufficient for their operations and vacate the replaced space with no further obligation for the vacated space.

Section 12.02 Relinquishment of Space

Airline will be allowed to relinquish space one time in conjunction with the execution of the Option Term. For all other space relinquishment, other than through merging of airlines, if Airline desires to relinquish any of its Preferential Use Space, Airline will notify City in writing of the space available, and City shall make a good faith effort to reassign the space. No relinquishment, assignment, transfer, conveyance, or sublease by Airline shall relieve Airline of its responsibility for payment of rentals, fees, and charges and other charges and utilities, if applicable, and performance of all other obligations provided in this Agreement, without specific prior written consent by the City to such assignment, transfer, conveyance or sublease.

Section 12.03 Consent

Consent by the City to any type of transfer provided for by this Article 12 shall not in any way be construed to relieve Airline from obtaining further consent for any subsequent transfer or assignment of any nature whatsoever.

ARTICLE 13
DEFAULTS

Section 13.01 Default

If Airline (1) fails to pay rentals, fees, and charges or any other payment due hereunder within thirty (30) calendar days after receipt of written notice of a past due account, or (2) fails to commence immediately to keep and perform any of its other material covenants and agreements contained in this Agreement within thirty (30) calendar days after receipt of written notice of a breach thereof, or (3) fails to continue to complete, in a timely manner, any of its covenants and agreements contained in this Agreement after performance is commenced, or (4) is the subject of a filing of any petition, proceedings, or action by, for, or against Airline under any insolvency, bankruptcy, or reorganization act of law, then, at the sole discretion of the City:

A. Without terminating this Agreement, City may reenter the space and improve and relet all or any part of it to others, for the account of Airline, and Airline shall promptly reimburse the City for the costs of renovation necessitated by the neglect of Airline, its agents, or its employees, as well as for any deficiency in rentals, fees, and charges or other payments received under such subletting, as compared to Airline's obligations hereunder.

B. At any time before or after a reentry and reletting as provided in Section 13.01(A), City may terminate Airline's rights under this Agreement as provided in Section 14.03, without any restriction upon recovery by the City for past due rentals and other obligations of Airline. City shall have all additional rights and remedies as may be provided to landlords by law.

C. The City may exercise and all other rights and remedies it may have by contract at law or in equity.

In the event of Airline default hereunder, nothing herein is intended nor shall it be deemed to waive, amend, or modify Airline's duty to pay all rentals, fees, charges and other sums due hereunder.

ARTICLE 14
TERMINATION

Section 14.01 Events Permitting Termination by Airline

Airline may terminate this Agreement and all of its future obligations hereunder, at any time that Airline is not in default in its payments or other obligations to the City hereunder, by giving the City sixty (60) calendar days advance written notice only if (1) Airline is prohibited from using the Airport for a period exceeding sixty (60) consecutive calendar days because of any deficiency of the Airport or an unsafe operating condition existing at the Airport and not attributable to the act or omission of the Airline, or (2) City is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding sixty (60) consecutive calendar days after receipt of written notice of such breach from Airline and the City's failure to cure such breach, or if such breach cannot be cured within sixty (60) calendar days, the City fails to diligently proceed to cure such breach. Airline shall have the right to terminate this Agreement with no further obligation with ninety (90) calendar days advance written notice in the event Airline suspends operations at the Airport.

Section 14.02 Conditions of Leased Premises at Termination

Upon termination of this Agreement, Airline shall yield and deliver to the City the Leased Premises promptly and in a clean, sanitary condition, and, if necessary, restored to the reasonable satisfaction of the City, normal wear and tear excepted, conditions pre-existing execution of this Agreement excepted, damage due to any structural defects or casualty loss not the fault of Airline excepted, and any maintenance or repair obligation that is the express responsibility of City herein excepted.

Section 14.03 Events Permitting Termination by the City

A. City, at its option and in its discretion, may terminate this Agreement and all of its obligations hereunder upon sixty (60) calendar days' written notice and may exercise all rights

of entry and reentry upon the Leased Premises, with or without process of law, upon or after the occurrence of any one of the following events:

1. Airline is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) calendar days after the City has notified Airline in writing that payment was not received when due;

2. Airline files in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Airline's property to the extent such termination is permitted by law;

3. Airline makes any general assignment for the benefit of creditors;

4. Airline defaults in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Airline, and such default continues for a period of thirty (30) calendar days after receipt of written notice from the City to cure such default, or if such default cannot be cured within thirty (30) calendar days, Airline fails to diligently proceed, in the opinion of the City, to cure such default upon receipt of the City's written notice;

5. Airline is adjudged as bankrupt in involuntary bankruptcy procedures;

6. Airline is made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Airline where such receivership is not vacated within sixty (60) days after the appointment of such receiver;

7. Airline has its FAA Operating Certificate revoked for a period of thirty (30) consecutive days.

B. In any of the aforesaid events, the City may take immediate possession of the Leased Premises including any and all improvements thereon and remove Airline's effects, and/or it may exercise and all other rights and remedies it may have by contract, at law, or in equity. Airline shall be liable to the City for any actual costs of cleanup, storage, removal, or disposition of Airline's effects and for restoration of the Leased Premises as described in

Section 14.02 of this Agreement, and for any directly related costs incurred by the City, including without limitation, attorneys' fees in enforcing its rights under this Section 14.03.

C. Failure of the City to declare this Agreement terminated upon the default of Airline for any of the reasons set out shall not operate to bar or destroy the right of the City to terminate this Agreement by reason of any subsequent violation of the terms of this Agreement.

D. No receipt or acceptance of money by the City from Airline after the expiration or termination of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Leased Premises, shall reinstate, continue, or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which the City's consent is required or operate as a waiver of any right of the City to retake and resume possession of the Leased Premises.

ARTICLE 15
GENERAL PROVISIONS

Section 15.01 Minimum Standards

A. Airline shall observe and comply with the adopted Minimum Standards established, promulgated, and/or adopted consistent with this Agreement from time to time during the Term hereof by the City, governing conduct on and operations at the Airport and use of its facilities. Such Minimum Standards shall also be consistent with applicable Federal, State and local laws. For any revision to the Minimum Standards, the City will provide Airline with a reasonable opportunity to comment on such requirements and will duly consider and incorporate such comments, as appropriate, before final promulgation. Copies of the Minimum Standards, as adopted, shall be on file in the Director's office and available during normal business hours.

B. Airline shall not violate, nor knowingly permit its officers, agents, employees, invitees, or independent contractors acting on Airline's behalf, to violate any such Minimum Standards and shall be solely responsible for any fines for any such violations.

Section 15.02 Compliance with Law

A. Airline shall not use the Premises or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, invitees, contractors, code share airlines or licensees for any illegal purposes and shall, at all times during the term of this Agreement, comply with all applicable ordinances and laws of any Federal, State, or local government, and of any political division or subdivision or agency, City which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder or the Premises.

B. At all times during the Term of this Agreement, Airline shall, in connection with its activities and operations at the Airport:

1. Comply with and conform to all present and future statutes and ordinances, and Minimum Standards promulgated thereunder, of all Federal, State, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, Airline or Airline's operations and activities under this Agreement.

2. Make, at its own expense, all nonstructural improvements, repairs, and alterations to its Preferential Use Space (subject to prior written approval of the Director), and Airline's personal property that are required to comply with or conform to any such statutes and ordinances. City represents that at the beginning of this Lease Term, all Preferential Use Space complies with applicable statutes, ordinances and regulations.

3. Be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of Airline hereunder.

Section 15.03 Nondiscrimination.

During the performance of this Agreement, the Airline, for itself, its assignees, and successors in interest agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s nondiscrimination statute (49 USC § 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 (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, 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. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Airline, as part of the consideration hereof and as a covenant running with the lease, hereby covenants and agrees that:

(A) In the event facilities are constructed, maintained, or otherwise operated for a purpose for which the United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Airline shall maintain and operate such Premises and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

(B) No person on the grounds of race, creed, color, national origin, sex, age, or physical handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

(C) No person on the grounds of race, creed, color, national origin, sex, age, or physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon.

(D) Airline shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

(E) Airline agrees that it shall insert the provisions of Section 15.03 A, B, C, and D, inclusive, in any lease, sublease, ground handling agreement, or other agreement by which it grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises herein leased.

(F) In the event of breach of any of the nondiscrimination covenants set forth in this Section 15.03, City shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and the facilities thereon and hold the same as if this Agreement had never been made or issued. This provision shall not become effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including the expiration of appeal rights.

(G) Airline assures City that Airline will, to the extent required by law, undertake an affirmative action program as required by FAA Regulations, Title 14, Code of Federal Regulations, Part 152, Subpart E, entitled "Nondiscrimination in Airport Aid Program," or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or physical handicap, be excluded from participation in any employment activities covered in such Subpart E. Airline further assures City that no person shall be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Airline further assures City that it will require that its covered suborganizations provide assurances to Airline that, to the extent authorized by law, they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, Code of Federal Regulations, Part 152, Subpart E, to the same effect.

(H) Airline covenants and agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this Agreement on the grounds of race, color, national origin, or sex, as provided in Part 26, of Title 49, of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs."

(I) In the event of a breach by Airline of any of the assurances or covenants in Section 15.03, City shall have the right to terminate this Agreement, and to reenter and repossess any

Leased Premises hereunder, and to hold the same as if this Agreement had never been made or issued, but not without the express prior concurrence or direction of the U.S. Department of Transportation or the FAA following suitable review, if any, of such breach and affording Airline a reasonable opportunity to rectify the same, if appropriate.

Section 15.04 Affirmative Action

Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the federal Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City, to insure that no person shall, on the grounds of race, creed, color, sex, age, disability, or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Airline assures that it will require that its covered sub organizations (sublessees) provide assurances to the City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub organizations (sublessees) to the same effect.

Section 15.05 Successors and Assigns Bound

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15.06 Subordination to Agreements with U.S. Government

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. City covenants that it has no existing agreements with the United States in conflict with the express provisions hereof.

Section 15.07 Non-waiver of Rights

The non-enforcement by either party of the breach of any term, covenant or condition herein stipulated, shall never be construed to be a waiver of any other or succeeding breach of any term, covenant or condition herein imposed upon the other party, and the acceptance of payments of any amounts due or to become due hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of the City of any of the provisions herein imposed upon Airline.

Section 15.08 Federal Aviation Act, Section 308

Nothing herein contained shall be deemed to grant to Airline any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as amended or succeeded, for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, Airline shall have the right to exclusive possession of the Preferential Use Space leased to Airline under the provisions of this Agreement.

Section 15.09 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 15.10 Headings

The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 15.11 Assignment by the City or Other Successor in Interest

The City may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport City or other successor in interest. City, airport City, or other successor in interest may assign, pledge or take other appropriate action with respect to this

Agreement and their rights and interests hereunder for any purpose relating to the issuance of bonds or other revenue generating devices.

Section 15.12 Removal of Disabled Aircraft

Airline shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and aircraft parking positions) and place any such disabled aircraft in such storage areas as may be designated by the Director. Airline may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Director. If Airline fails to remove any of its disabled aircraft promptly, the Director may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall be consistent with federal laws and regulations, including those of the FAA and the National Transportation Safety Board (NTSB). Airline agrees to reimburse the City for all costs of such removal and/or storage within thirty (30) calendar days of receipt of an invoice thereof; and Airline, furthermore, hereby releases the City from any and all claims for damage to the disabled aircraft or otherwise arising from or in any connected with such removal by the City, except to the extent caused by the negligence or willful misconduct of the City, its agents, or its employees.

Section 15.13 Quiet Enjoyment

The City covenants and agrees that Airline on paying the rentals, fees, and charges (and other charges herein provided for) and observing and keeping the covenants, conditions, and terms of this Agreement, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Agreement without hindrance or molestation by the City or any person claiming under the City.

Section 15.14 Force Majeure

No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the reasonable control of the parties.

Section 15.15 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

Section 15.16 Time is of the Essence

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

Section 15.17 Agreement Made in North Dakota

The laws of the State of North Dakota shall govern the validity, interpretation, performance and enforcement of this Agreement.

Section 15.18 Cumulative Rights and Remedies.

All rights and remedies of the City and Airline here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by the City and Airline of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy. Notwithstanding the foregoing, neither party shall be liable to the other party for incidental, special, punitive, or consequential damages hereunder.

Section 15.19 Interpretation

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Section 15.20 Agreement Made in Writing

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 15.21 Successors and Assigns

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the City and Airline and their successors, assigns, legal representatives, heirs, executors, and administrators.

Section 15.22 Authorization to Enter Lease

If Airline signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of Airline warrants to the City that Airline is a duly authorized and existing corporation, that Airline has full right and City to enter into this Agreement, and that each and every person signing on behalf of Airline is authorized to do so. Upon the City's request, Airline will provide evidence satisfactory to the City confirming these representations.

Section 15.23 Approvals

Wherever approval of the City or Airline is required hereunder, such approval shall not be unreasonably delayed, conditioned, or withheld.

Section 15.24 Favored Nations

The City shall not enter into any written or oral lease, contract, or other agreement with any other Air Transportation Company providing service at the Airport, or which may provide service at the Airport, which contains any rights, licenses, privileges, rates, fees, or charges materially more favorable to such carrier than the rights, licenses, privileges, rates, fees, and charges granted to or payable hereunder by Airline, or containing any other material terms which are more favorable to said carrier than those afforded to Airline hereunder unless the City also makes those more favorable terms available to Airline.

Section 15.25 Existing Agreements Terminated

All agreements between the parties in effect prior to execution of this Agreement and covering the subject matter of this Agreement are terminated as of the effective date of this Agreement.

Section 15.26 Notices

A. Any notice under the terms of this Agreement shall be in writing and sent by certified mail, return receipt requested, or by overnight courier service. If such notice is given for Airline, it shall be submitted to:

For Airline:

___

For City:

Airport Director

Minot International Airport

305 Airport Road

Minot, ND 58703

B. If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

C. Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) calendar days prior written notice to all other parties in the manner set forth in this Section.

Section 15.27 Capacity.

Each party represents to the other that: Such party has full power and City to perform its obligations hereunder and that any Person executing this Agreement by or on behalf of the representing party has the City to act on behalf of and bind the representing party, and that the performance of this Agreement will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms

of which it is bound and, if requested, each party shall furnish to any other party reasonably satisfactory evidence of such City and approval.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day and year first above written.

CITY OF MINOT

By:_____
Mayor: Mark Jantzer

Date: _____

`

AIRLINE

By:_____

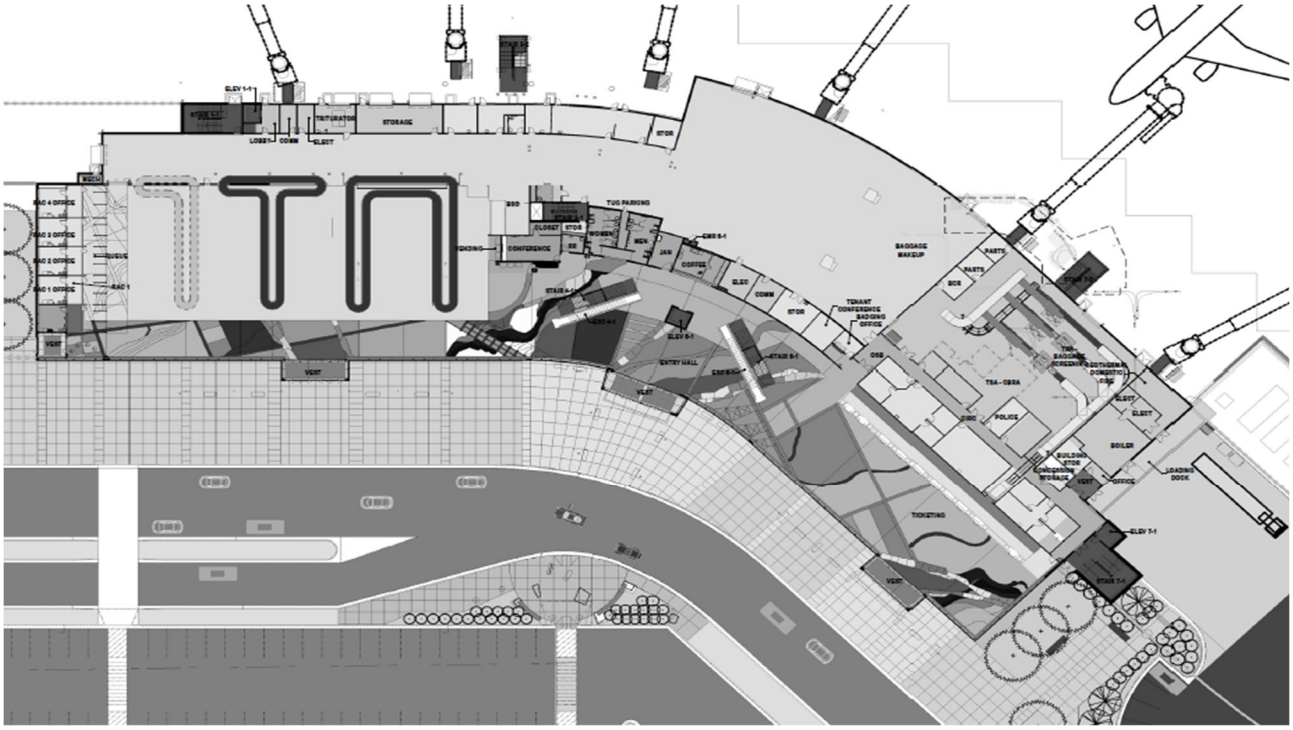
_____
(Please print name)

Its_____
(Title)

Date: _____

Exhibit A

Terminal Site Pla



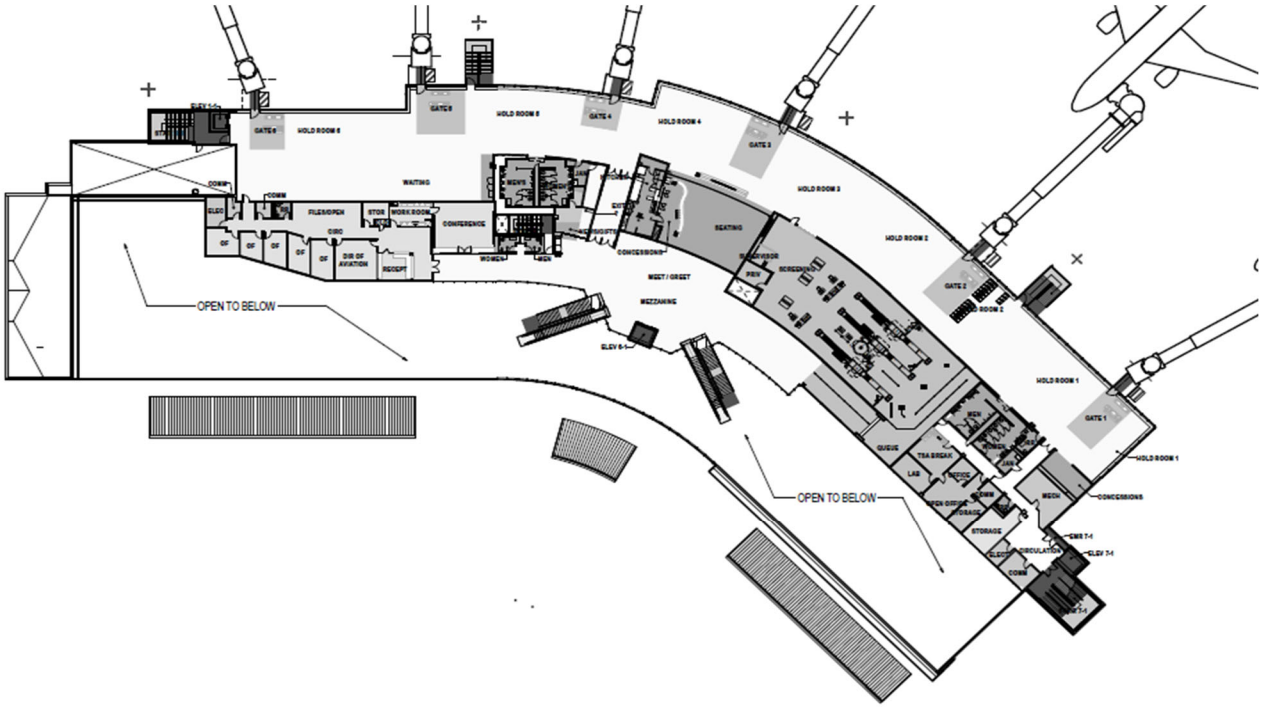
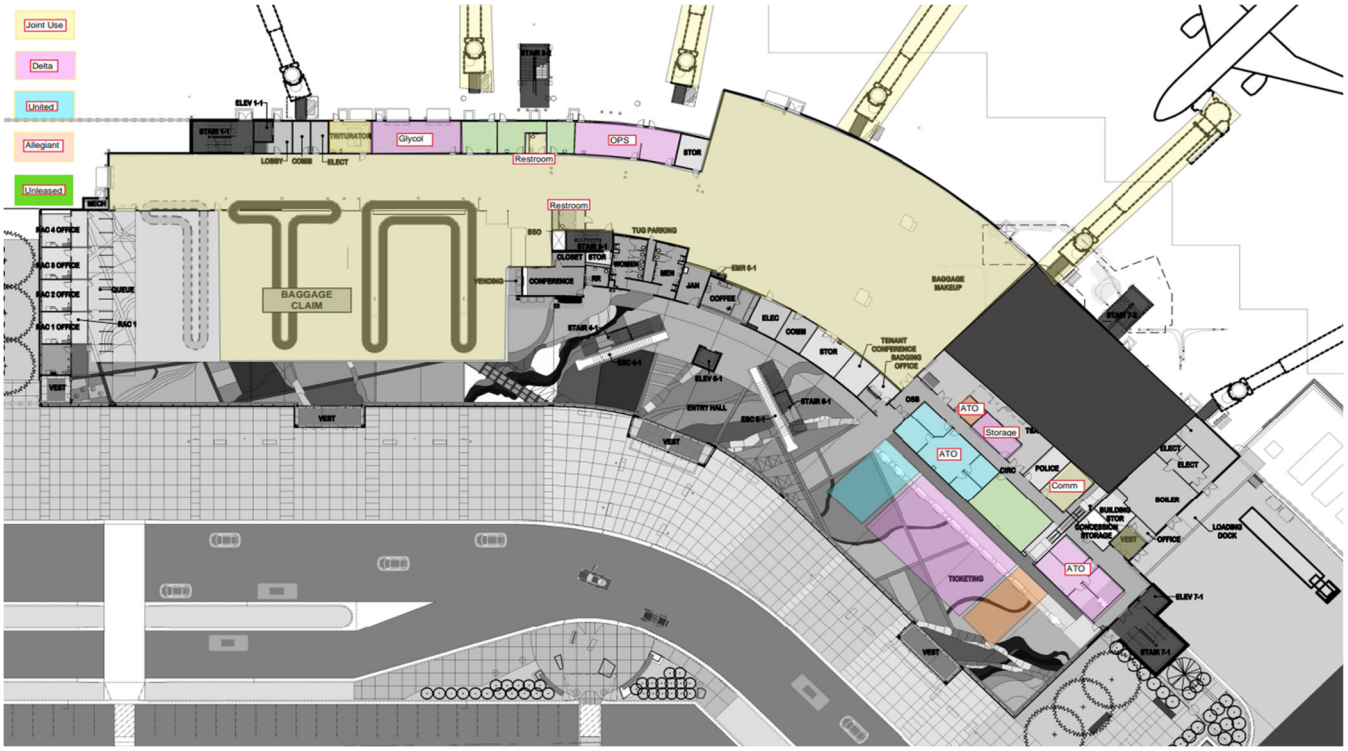


Exhibit B
Preferential and Joint Use Space



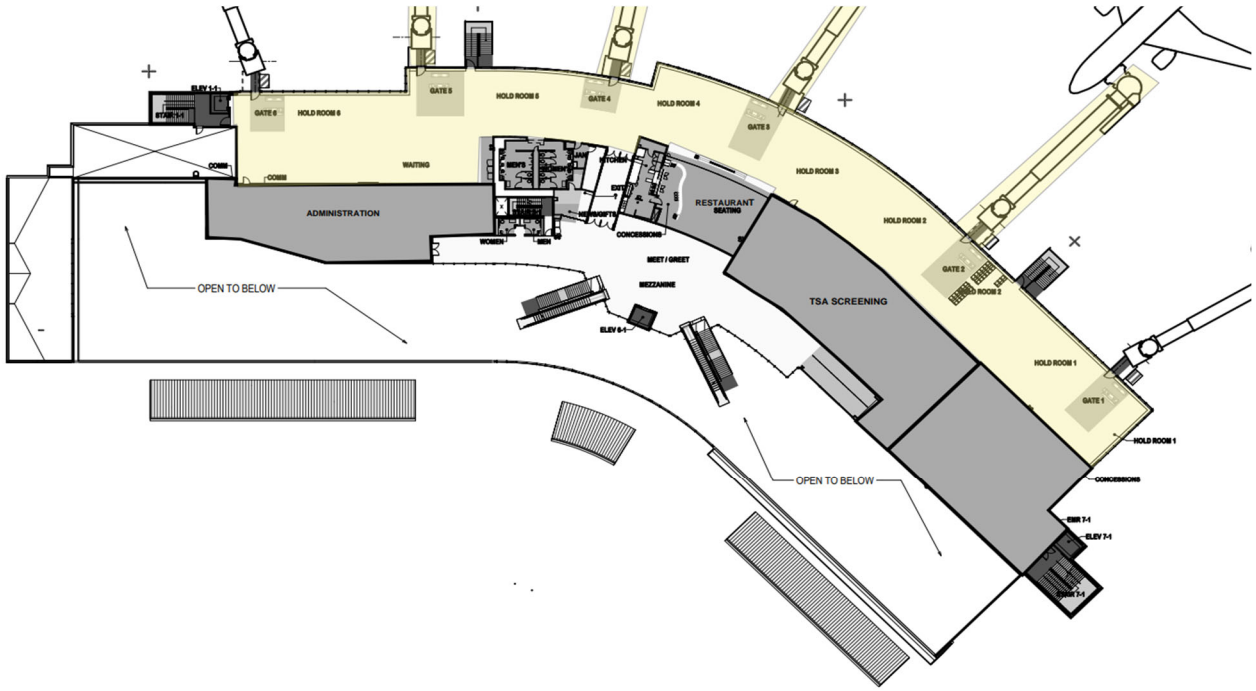


Exhibit C
Sample Rates and Charges Calculation Model
(SEE EXHIBIT C PROVIDED SEPERATELY)

Exhibit D
Ground Service Equipment Parking Areas at Gate



Exhibit E
Maintenance Matrix

Key: **MOT**

T Tenant

REF	CLASSIFICATION	DESCRIPTION	Airline Preferential Use Space			Joint Use and Common Use Space										
			ATOs	Air Ops	Ticket Counters and Queuing	BSO Storage	BSO Counters	Tenants' BMU Stations	Gates and Holdroom	PBBs	Ramp	Tug Drive	BHS and Areas Adjacent to BHS	Loading Dock and BOH Halls	BOH Restrooms	Public Areas and Public Restrooms
A001	**MOT**	Design, installation, and maintenance of tenant improvements or modifications (using Tenant Improvement Process guidelines or Tenant Maintenance Request process)	T	T	T	T	T	T	T	T	T	T	T	T	T	T
A004		Repairs and maintenance due to tenant negligence or misuse (billed to airline)	T	T	T	T	T	T	T	T	T	T	T	T	T	T
A010	**HVAC**	HVAC and associated ducts, registers/vents, intakes, dampers, motors, pumps, distribution ducting, filtration system, filter media, vents, air returns, system monitoring and control, including thermostats	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A020	**ELECTRICAL**	Bulb and tube replacement (via Maintenance Request process)	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A021		Tenant-Owned electrical equipment plugged or wired into outlets	T	T	T	T	T	T	T	T	T	T	T	T	T	T
A022		Lighting, including ballasts, starters, switches, and outlets	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A023		Electrical supply from panel to outlets/fixtures	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A024		Electrical supply to panel (Building's Electrical Supply)	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A025		Emergency backup generator maintenance	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A026		Uninterruptable power supply for life safety and critical airport operations, including Communication rooms in the terminal and surge protection at 480V panels in terminal.	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A027		Uninterruptable power supply (10-20 second gap between power failure and generator startup is typical) and surge protection at outlets for tenant-installed hardware and equipment	T	T	T	T	T	T	T	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A028		Generator-supported outlets (EVIDS are supported)	N/A	N/A	N/A	N/A	N/A	N/A	MOT	MOT	MOT	N/A	MOT	N/A	N/A	N/A

A030	**WATER (PLUMBING)**	Fresh water supply to faucets, spigots, and taps in the terminal	MOT	MOT	N/A	N/A	N/A	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT	MOT
A031		Fresh water supply to terminal (Building's Water supply)	MOT	MOT	N/A	N/A	N/A	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT	N/A
A032		Plumbing fixtures requested or specified by tenant; taps into building plumbing lines by tenant including drinking fountains and eye wash stations	T	T	N/A	N/A	N/A	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A
A033		Plumbing fixtures provided as standard in plumbed spaces (building's default sinks, faucets, toilets)	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	MOT	MOT	MOT
A040	**MECHANICAL**	Mechanical Systems maintenance	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A050	**GAS SERVICE**	Gas utility service to building (Building's Gas Service)	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A051		Gas utility service to equipment and fixtures	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A060	**SEWER (PLUMBING)**	Sanitary sewer backups and clogs - main line normal operations	N/A	MOT	N/A	N/A	N/A	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT	MOT
		Sanitary sewer backups and clogs caused by Tenant maintenance or operations	NA	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A061		Sanitary sewer service modifications and fixtured by or on behalf of tenant	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A062		Sanitary sewer service provided as standard in plumbed spaces	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	MOT	MOT	MOT
A063		Sanitary sewer service to fixtures in the terminal	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	MOT	MOT	MOT
A064		Sanitary sewer service to terminal (Building's Sewer Service)	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	MOT	MOT	MOT
A070	**COMMUNICATIONS**	Communications cabling maintenance main lines	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A071		Communications cabling pulls main lines	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A072		Communications conduit main lines	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A073		Design, installation, and maintenance of tenant improvements or modifications and all tenant lines from main distribution points	T	T	T	T	T	T	T	T	N/A	T	T	T	N/A	N/A
A074		Fiber backbone	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A080	**PA (PAGING) SYSTEM**	Installation & Maintenance	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A081		Public address system cabling	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A082		Public address system desktop units	MOT	MOT	MOT	N/A	MOT	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A083		Public address system handsets and cords	MOT	MOT	MOT	N/A	MOT	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A090	**IT INFRASTRUCTURE & NETWORK**	Antenna structure & weatherheads	MOT	MOT	MOT	N/A	MOT	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A

A091		Maintenance and adjustments to tenant-installed antennae	T	T	T	N/A	T	T	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A092		Fiber, conduit, cabling maintenance/upgrades at tenant request (billed to tenant)	T	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A093		Patch cabling and tenant-installed equipment	T	T	T	T	T	T	T	T	T	T	T	T	N/A	N/A
A094		Wireless network maintenance and upgrades	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A095		Telephone installation and servicing	T	T	T	T	T	T	T	MOT	N/A	N/A	N/A	MOT	N/A	MOT
A100	**SPECIAL SYSTEMS**	Baggage Scales and scale displays at ticket counter, ongoing maintenance and calibration	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A101		Baggage Scale installation and calibration	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A102		Building Controls/Building Management System	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A103		Elevators	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	MOT
A104		Escalators	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	MOT
A105		EVIDS (FIDS, BIDS, GIDS, MuFIDS)	MOT	MOT	MOT	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A110	**FIRE PROTECTION & LIFE SAFETY**	AED units	N/A	MOT	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A111		Fire monitoring and alarm systems and other fire code-required facility systems	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	N/A	MOT	MOT	MOT	MOT	MOT
A112		Fire Suppression - Sprinklers System	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	N/A	MOT	MOT	MOT	MOT	MOT
A113		Fire Suppression - ANSUL® carts	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	T	MOT	MOT	MOT	MOT	MOT
A114		Fire Suppression - Airport-provided Fire Extinguishers	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A115		Fire Suppression - Tenant-provided Fire Extinguishers	T	T	T	T	T	T	T	T	T	T	T	T	N/A	N/A
A120	**BUILDING MAINTENANCE GENERAL**	Maintenance, repair, upkeep, or replacement due to normal wear and tear ("refresh" spaces)	T	T	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A121		Exteriors	MOT	MOT	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	MOT
A122		Stairs & Stairwells	MOT	MOT	N/A	N/A	N/A	N/A	MOT	MOT	MOT	N/A	N/A	N/A	N/A	MOT
A123		Glass and glass surfaces	MOT	MOT	N/A	N/A	N/A	N/A	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A124		Tenant-owned anti-fatigue mats, walk-off or level of service mats, computers, equipment	T	T	T	T	T	T	T	T	T	T	T	T	N/A	T
A130	**MILLWORK**	Cabinets, countertops, millwork, casework, surfaces	T	T	T	T	T	T	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A131		Counter Inserts	T	T	T	T	T	T	T	T	N/A	N/A	N/A	N/A	N/A	N/A
A132		Counter Shells	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	N/A	N/A	N/A	n/A	N/A
A133		Specialty finishes	T	T	T	T	T	T	T	T	T	T	T	T	T	T
A140	**FLOORING**	Carpet	T	N/A	MOT	N/A	N/A	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A	MOT
A141		Concrete/Polished Concrete	T	T	N/A	MOT	N/A	MOT	N/A	N/A	N/A	MOT	MOT	MOT	N/A	N/A
A142		Hard Tile (flooring and wall coverings, incl. terrazzo)	N/A	N/A	T	N/A	T	N/A	MOT	N/A	N/A	N/A	N/A	N/A	MOT	MOT
A143		Vinyl Tile/Resilient Tile	T	T	N/A	T	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT

A150	**CEILINGS AND WALLS**	Damaged ceiling tiles not caused by roof or above-ceiling systems' leaks (damage billed to tenant)	T	T	MOT	MOT	MOT	N/A	MOT	MOT	N/A	N/A	N/A	MOT	MOT	MOT
A151		Structural structures and supports (original Airport design, excluding specialty finishes or fit-outs by tenant)	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A152		Paint (original Airport design, excluding specialty finishes)	T	T	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A153		Paint by or behalf of tenant	T	T	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT
A154		Roof, roof structure, and ceiling tiles damaged by roof leaks	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A155		Structural walls and ceilings, non-load bearing	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A160	**DOORS AND DOOR HARDWARE**	Doors, door frames, door fixtures and hardware (except locks, cores, and keys)	T	T	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A161		Initial install and issuance of locks and keys	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A162		Replacement of lost or damaged keys (billed to tenant)	T	T	T	T	T	N/A	T	T	N/A	n/A	T	T	N/A	N/A
A163		Overhead Doors/Coiling Doors and grates, including ground wires and switches	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	N/A	MOT	MOT	N/A	MOT	N/A
A164		Personal Doors/"Man Doors" (inside leased space)	T	T	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A170	**PASSENGER SEATING (HOLDROOM)**	Tenant-owned/Branded floor mats, service-level designators, stanchions, boarding elements	T	T	T	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A171		Airport-owned floor mats, stanchions, movable signage, etc.	N/A	N/A	N/A	N/A	N/A	N/A	MOT	MOT	MOT	N/A	N/A	N/A	N/A	N/A
A172		Tenant-owned/branded furniture, equipment, carts	T	T	T	T	T	T	T	T	T	T	N/A	N/A	N/A	N/A
A173		Charging stations and in-seat power	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A174		Grommets and cover plates	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A175		Public Seating (benches, in-line seats, lounge seating, chairs, stools), including in-line tables and cupholders	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A176		Installation and Manufacturer-Recommended Maintenance (not due to tenant negligence)	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A177		Publicly-accessible wall/floor outlets	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A180	**PBB & ATTACHED ANCILLARY EQUIPMENT**	Baggage Slide and Storage at PBB	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A181		Installation and Calibration (set limits, calibrate steering and wheel alignment, focus cameras)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A182		Maintenance (mechanical functionality, tires, control panel, electrical supply; grease, oil, inspect, repairs not due to negligence)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A

A183		PBB 400Hz power supply (Ground Power)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A184		PBB PC Air unit, hoses, caddy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A185		Replacement of PC Air unit hoses and caddy (through main tenant request process)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A186		PBB phone service and handset	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A187		PBB doors and windows	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A188		PBB interior walls, floor coverings, lights, light covers, vents/louvers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A189		PBB roof and exterior walls, base floor, and connection to terminal building	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A190		PBB rooftop A/C and heater units, including condensate drains and in-tunnel thermostats	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A
A191	**BHS, INCLUDING CAROUSELS**	BHS installation and maintenance	N/A	N/A	MOT	N/A	N/A	MOT	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A
A200	**TRASH/GARBAGE**	Dumpster (for trash; not for biohazards, e-waste, or HazMat (includes paint and refrigerators))	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A201		Disposal of biohazardous waste, e-waste, HazMat (not permitted in airport-provided dumpster)	T	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A202		Disposal of cooking grease and other food preparation waste (including waste from grills and used propane tanks, which are not permitted in airport-provided dumpsters)	T	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A203		Oversized trash pickup (items, such as a sofa or other large furniture, that do not fit into dumpster or cannot be lifted or placed into dumpster)	T	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A204		Trash Disposal (from individual cans to dumpster)	T	T	MOT	T	T	T	MOT	T	T	T	N/A	MOT	MOT	MOT
A210	**ENVIRONMENTAL & HAZMAT**	Cleaning supply, chemical storage (for tenant use and aircraft cleaning)	T	T	T	T	T	T	T	T	T	T	T	T	T	T
A211		Fuel Spill Cleanup	N/A	T	N/A	N/A	N/A	T	N/A	N/A	T	T	T	N/A	N/A	N/A
A212		Glycol Spill Cleanup	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	T	T	N/A	N/A	N/A	N/A
A213		Lav cart leak cleanup	N/A	T	N/A	N/A	N/A	T	N/A	N/A	T	T	T	N/A	N/A	N/A
A214		Oil, transmission fluid, etc. leak cleanup	N/A	T	N/A	N/A	N/A	T	N/A	N/A	T	T	T	N/A	N/A	N/A
A220	**PEST CONTOL**	Pest Control, exterior, includes outside perimeter of building	MOT	MOT	N/A	N/A	N/A	N/A	N/A	N/A	MOT	N/A	N/A	N/A	N/A	MOT
A221		Pest Control, interior, includes individual tenant spaces	MOT	MOT	MOT	MOT	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT
A230	**SNOW REMOVAL**	Snow removal 6' x 6' from Tenant use Ops doors on ramp	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A
A231		Snow Removal from PBB stowage box	N/A	N/A	N/A	N/A	N/A	N/A	N/A	T	T	N/A	N/A	N/A	N/A	N/A
A232		Snow Removal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A
A233		Snow removal along lead-in lines	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A

A234		Snow and ice removal along wheel pathways for PBB	N/A	N/A	N/A	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A235		Snow and ice removal between PBBs from terminal building to furthest point of aircraft safety envelope	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A
A240	**RAMP**	Ramp Sweeping	N/A	T	N/A	N/A	N/A	N/A	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A
A241		FOD control and containment	N/A	T	N/A	N/A	N/A	N/A	N/A	T	T	N/A	N/A	N/A	N/A	N/A
A242		Ramp Striping Plan changes (design/engineering)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	T	T	N/A	N/A	N/A	N/A	N/A
A243		Changes to striping (blasting and painting - charged to airlines)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A
A244		Existing pavement surface markings on apron requiring refreshing/touch-ups	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A
A245		Pavement maintenance and repair when damage not caused by negligent behavior or misuse	N/A	MOT	N/A	N/A	N/A	N/A	N/A	MOT	MOT	N/A	N/A	N/A	N/A	N/A
A250	**ROADWAYS, SIDEWALKS, and CURBS**	Curbside markings (landside)	N/A	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A251		Pavement repair, sidewalks and curbs when damage not caused by negligent behavior or misuse	MOT	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A252		Pavement repair, streets and roadways	MOT	N/A	MOT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	MOT
A260	**WAYFINDING**	Security signage imposed on the Airlines by TSA and/or any regulatory agency in place on opening day	T	N/A	T	N/A	T	T	T	T	N/A	MOT	MOT	MOT	MOT	MOT
A261		Security signage imposed on the Airlines by TSA and/or any regulatory agency - ongoing maintenance and refreshes	T	N/A	T	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A262		Signage, branded	N/A	N/A	N/A	N/A	T	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A263		Signage, general	MOT	N/A	MOT	N/A	MOT	MOT	MOT	MOT	N/A	MOT	MOT	MOT	MOT	MOT

PROJECTED 2025 LANDED WEIGHT

Airline	Equipment	Weight	Seats	January	February	March	April	May	June	July	August	September	October	November	December	Projected Operations Total	Total Operations By Airline	Projected Landed Weight Total	Total Landed Weight By Airline	Estimated Adjustment	Projected Operations	Projected Weight	Budgeted 2026 LF	Projected 2026 Landing Fee Based on 2026 Budget	Budgeted 2026 ARFF Fee	Projected ARFF Fee Based on 2026 Budget	Total Projected 2026 Landing Fee and ARFF Charges
				2024 Months												2025 Totals				Total Projected 2026 Ops & Weight							
Delta	EMB175	74,957	76	115	104	122	118	118	90	114	90	81	116	105	120	**1,293**		**96,919**									
Delta	CRJ900	75,100	76	0	0	0	0	0	25	5	28	35	0	0	0	**93**	**1,386**	**6,984**	**103,904**	**3%**	**1,428**	**107,021**	$2.51	$268,622	$0.59	$63,142	**$331,765**
Allegiant	A319	134,481	156	8	14	18	15	6	3	4	4	9	12	10	13	**116**		**15,600**									
Allegiant	A320	145,505	180	21	16	18	21	12	15	13	13	9	17	18	27	**200**		**29,101**									
Allegiant	737 MAX 8	144,300	190	0	0	9	1	0	0	0	0	0	0	4	0	**14**	**330**	**2,020**	**46,721**	**1%**	**333**	**47,188**	$2.51	$118,442	$0.59	$27,841	**$146,283**
United	CRJ200	47,000	50	56	40	57	30	71	152	156	144	125	58	29	31	**949**		**44,603**									
United	ERJ700	67,000	70	0	0	0	0	0	0	0	0	0	0	0	0	**0**		**0**									
United	EMB175	67,000	76	6	16	5	30	42	1	1	6	7	4	30	31	**179**	**1,128**	**11,993**	**56,596**	**5%**	**1,184**	**59,426**	$2.51	$149,159	$0.59	$35,061	**$184,220**
Total Passenger				206	190	229	215	249	286	293	285	266	207	196	222	**2,844**	**2,844**	**207,221**	**207,221**		**2,945**	**213,635**		**$536,223**		**$126,045**	**$662,268**
Cargo				306	306	322	338	403	322	354	370	338	354	338	354			**4,105**	**4,105**	0		**4,105**	**$2.51**	**$10,304**	**$0.59**	**$2,422**	**$12,726**
Total																		**211,326**				**213,941**		**$546,527**		**$128,466**	**$674,993**

Total Passenger and Cargo Landed Weight 211,326

PROJECTED 2025 ENPLANEMENTS

Airline	Equipment	Weight	Seats	January	February	March	April	May	June	July	August	September	October	November	December	Total Projected 2025 Enplanements	Projected 2026 Estimated Adjustment	Projected 2026 Enplanements
													9 Months 2025 Actual Plus Estimate 4th Quarter					
Delta				6,191	5,919	6,617	6,472	7,530	7,159	7,741	7,049	7,049	7,200	7,200	7,600	**83,727**	**3%**	**86,239**
Allegiant				4,859	5,163	6,466	4,259	2,465	2,465	2,653	2,653	2,219	2,200	2,300	2,600	**40,302**	**3%**	**41,511**
United				2,801	2,749	3,382	3,175	5,064	5,524	6,599	6,060	5,018	5,548	4,786	7,179	**57,885**	**4%**	**60,200**
Total				**13,851**	**13,831**	**16,465**	**13,906**	**15,059**	**15,148**	**16,993**	**15,762**	**14,286**	**14,948**	**14,286**	**17,379**	**181,914**		**187,950**

Table T2 - 2026 Expenses and Allocations City Council Approved Budget

DEPARTMENTAL EXPENSES				COST CENTER ALLOCATION									
				Terminal		Airfield		ARFF		Other		Total	
Object	OPERATING EXPENSES:	Category	2026 City Approved Budget	Budget	%	Budget	%	Budget	%	Budget	%	Budget	0%
41100	Employee salaries (Est.)	Personnel	$1,493,332	$671,999	45%	$671,999	45%	$0	0%	$149,333	10%	$1,493,332	100%
41200	Extra help (Intern and part time techs)	Personnel	$51,661	$23,247	45%	$23,247	45%	$0	0%	$5,166	10%	$51,661	100%
41300	Overtime	Personnel	$16,800	$3,360	20%	$10,080	60%	$0	0%	$3,360	20%	$16,800	100%
	Subtotal Salaries		***$1,561,793***	***$698,607***	***45%***	***$705,327***	***45%***	***$0***	***0%***	***$157,859***	***10%***	***$1,561,793***	***100%***
42100	Health insurance	Benefits	$321,911	$144,860	45%	$144,860	45%	$0	0%	$32,191	10%	$321,911	100%
42110	Life insurance	Benefits	$1,127	$507	45%	$507	45%	$0	0%	$113	10%	$1,127	100%
42200	Social security	Benefits	$3,203	$1,441	45%	$1,441	45%	$0	0%	$320	10%	$3,203	100%
42210	Medicare	Benefits	$20,434	$9,195	45%	$9,195	45%	$0	0%	$2,043	10%	$20,434	100%
42300	Pension (Phased out)	Benefits	$0	$0	45%	$0	45%	$0	0%	$0	10%	$0	100%
42310	Defined Contribution	Benefits	$51,349	$23,107	45%	$23,107	45%	$0	0%	$5,135	10%	$51,349	100%
42320	NDPERS	Benefits	$78,846	$35,481	45%	$35,481	45%	$0	0%	$7,885	10%	$78,846	100%
42400	Amounts Reimbursed for Tuition	Benefits	$0	$0	0%	$0	0%	$0	0%	$0	100%	$0	100%
42500	Unemployment & OASIS	Benefits	$1,963	$883	45%	$883	45%	$0	0%	$196	10%	$1,963	100%
42600	Workers comp	Benefits	$11,676	$5,254	45%	$5,254	45%	$0	0%	$1,168	10%	$11,676	100%
42700	Short Term Disability	Benefits	$12,815	$5,767	45%	$5,767	45%	$0	0%	$1,282	10%	$12,815	100%
42900	Long Term Disability	Benefits	$6,421	$2,889	45%	$2,889	45%	$0	0%	$642	10%	$6,421	100%
	Subtotal Benefits		***$509,745***	***$229,385***	***45%***	***$229,385***	***45%***	***$0***	***0%***	***$50,975***	***10%***	***$509,745***	***100%***
43040	Expert Professional Advice	Contract Services	$373,500	$74,700	20%	$0	0%	$0	0%	$298,800	80%	$373,500	100%
43050	Design Infrastructure Projects	Contract Services	$15,000	$2,250	15%	$2,250	15%	$0	0%	$10,500	70%	$15,000	100%
43200	Testing	Contract Services	$1,125	$113	10%	$113	10%	$0	0%	$900	80%	$1,125	100%
43300	Other Professional Services	Contract Services	$6,137	$614	10%	$614	10%	$0	0%	$4,910	80%	$6,137	100%
43900	Associations	Administrative	$3,585	$896	25%	$717	20%	$0	0%	$1,972	55%	$3,585	100%
44110	Water and Garbage	Utilities	$21,425	$16,069	75%	$3,857	18%	$0	0%	$1,500	7%	$21,425	100%
44200	Cleaning and restoration	Maintenance & Repairs	$0	$0	80%	$0	10%	$0	0%	$0	10%	$0	100%
44220	Third Party Snow Removal	Maintenance & Repairs	$60,000	$0	0%	$0	0%	$0	0%	$60,000	100%	$60,000	100%
	Subtotal Professional and Technical Services		***$480,772***	***$94,641***	***20%***	***$7,550***	***2%***	***$0***	***0%***	***$378,581***	***79%***	$480,772	100%
44260	ARFF Salary & Benefits	Personnel	$343,102	$0	0%	$0	0%	$343,102	100%	$0	0%	$343,102	100%
	Subtotal ARFF Services		***$343,102***	***$0***	***0%***	***$0***	***0%***	***$343,102***	***100%***	***$0***	***0%***	***$343,102***	***100%***
44310	Equip. Repair & Maint.	Maintenance & Repairs	$0	$0	45%	$0	45%	$0	0%	$0	10%	$0	100%
44320	Structure Repair & Maint.	Maintenance & Repairs	$309,841	$226,184	73%	$52,673	17%	$0	0%	$30,984	10%	$309,841	100%
44321	Plumbing System Repair & Maint.	Maintenance & Repairs	$1,500	$1,125	75%	$75	5%	$0	0%	$300	20%	$1,500	100%
44322	HVAC Repair & Maint.	Maintenance & Repairs	$293,459	$220,094	75%	$0	0%	$0	0%	$73,365	25%	$293,459	100%
44323	Electrical Repair & Maint.	Maintenance & Repairs	$7,500	$5,625	75%	$1,125	15%	$0	0%	$750	10%	$7,500	100%
44324	Elevator Repair & Maint.	Maintenance & Repairs	$28,500	$28,500	100%	$0	0%	$0	0%	$0	0%	$28,500	100%
44325	Pest Control	Maintenance & Repairs	$7,117	$5,338	75%	$1,423	20%	$0	0%	$356	5%	$7,117	100%
44326	Irrigation System Repair & Maint.	Maintenance & Repairs	$500	$25	5%	$25	5%	$0	0%	$450	90%	$500	100%

44327	Security	Contract Services	$64,873	$29,193	45%	$29,193	45%	$0	0%	$6,487	10%	$64,873	100%
44330	Vehicle Repair & Maint.	Maintenance & Repairs	$95,166	$42,825	45%	$42,825	45%	$0	0%	$9,517	10%	$95,166	100%
44350	IT Maint. & Repair Agreements	Administrative	$70,360	$31,662	45%	$31,662	45%	$0	0%	$7,036	10%	$70,360	100%
44340	Parking Equipment Software Upgrades	Administrative	$0	$0	0%	$0	0%	$0	0%	$0	100%	$0	100%
44370	Signs & Markers	Maintenance & Repairs	$0	$0	0%	$0	0%	$0	0%	$0	0%	$0	0%
44381	Wildlife Mitigation	Maintenance & Repairs	$2,000	$0	0%	$2,000	100%	$0	0%	$0	0%	$2,000	100%
44382	Airside Runway Maint.	Maintenance & Repairs	$121,000	$0	0%	$121,000	100%	$0	0%	$0	0%	$121,000	100%
44383	Airside Electrical Main.	Maintenance & Repairs	$10,000	$0	0%	$10,000	100%	$0	0%	$0	0%	$10,000	100%
44384	Airside Chemicals	Maintenance & Repairs	$43,000	$0	0%	$43,000	100%	$0	0%	$0	0%	$43,000	100%
44385	Airside Grass Seed	Maintenance & Repairs	$0	$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
44386	Water Sample Testing	Maintenance & Repairs	$1,339	$0	0%	$1,339	100%	$0	0%	$0	0%	$1,339	100%
44387	Fuel Farm	Maintenance & Repairs	$25,000	$0	0%	$25,000	100%	$0	0%	$0	0%	$25,000	100%
44388	Airside Shop Materials	Maintenance & Repairs	$57,000	$0	0%	$57,000	100%	$0	0%	$0	0%	$57,000	100%
44389	Airside Jet Bridge Maint.	Maintenance & Repairs	$62,400	$62,400	100%	$0	0%	$0	0%	$0	0%	$62,400	100%
44400	Rentals	Maintenance & Repairs	$1,500	$675	45%	$675	45%	$0	0%	$150	10%	$1,500	100%
44504	Streets, Alleys & Road Maint.	Maintenance & Repairs	$52,000	$0	0%	$52,000	100%	$0	0%	$0	0%	$52,000	100%
	Subtotal Maintenance & Repaies		**$1,254,055**	***$653,646***	*52%*	***$471,015***	*38%*	***$0***	*0%*	***$129,395***	*10%*	***$1,254,055***	***100%***
45201	General Liability Insurance	Insurance	$17,220	$11,710	68%	$3,272	19%	$0	0%	$2,239	13%	$17,220	100%
45202	Buildings & Contents Insurance	Insurance	$43,212	$31,112	72%	$9,074	21%	$0	0%	$3,025	7%	$43,212	100%
45203	Auto. Insurance	Insurance	$7,599	$4,711	62%	$1,140	15%	$0	0%	$1,748	23%	$7,599	100%
45204	Construction Equipment Insurance	Insurance	$9,357	$5,334	57%	$1,684	18%	$0	0%	$2,339	25%	$9,357	100%
45206	Storage Tank Liability	Insurance	$827	$0	0%	$0	0%	$0	0%	$827	100%	$827	100%
45207	Cyber Security Insurance	Insurance	$1,277	$0	0%	$0	0%	$0	0%	$1,277	100%	$1,277	100%
45300	Telephone	Utilities	$17,500	$5,250	30%	$1,750	10%	$0	0%	$10,500	60%	$17,500	100%
45400	Advertising	Administrative	$38,828	$17,472	45%	$17,472	45%	$0	0%	$3,883	10%	$38,828	100%
45800	Travel	Administrative	$21,268	$9,571	45%	$9,571	45%	$0	0%	$2,127	10%	$21,268	100%
45900	Education and training	Administrative	$19,388	$8,725	45%	$8,725	45%	$0	0%	$1,939	10%	$19,388	100%
45920	Wearing apparel	Administrative	$5,750	$2,588	45%	$2,588	45%	$0	0%	$575	10%	$5,750	100%
45950	Banking & Credit Card Fees	Administrative	$1,268	$0	0%	$0	0%	$0	0%	$1,268	100%	$1,268	100%
45951	Collection Fees	Administrative	$206	$0	0%	$0	0%	$0	0%	$206	100%	$206	100%
45970	Postage	Supplies	$187	$0	0%	$0	0%	$0	0%	$187	100%	$187	100%
46101	Department Materials & Supplies	Supplies	$17,200	$7,740	45%	$7,740	45%	$0	0%	$1,720	10%	$17,200	100%
46102	Office Furniture & Equip.	Supplies	$34,535	$15,541	45%	$15,541	45%	$0	0%	$3,454	10%	$34,535	100%
46103	Copier Supplies (color copy overages)	Supplies	$537	$21	4%	$5	1%	$0	0%	$510	95%	$537	100%
46105	Cleaning Supplies	Supplies	$9,000	$8,100	90%	$0	0%	$0	0%	$900	10%	$9,000	100%
46107	Foam & Chemicals	Supplies	$1,000	$0	0%	$0	0%	$1,000	100%	$0	0%	*$1,000*	100%

46115	Fleet labor	Maintenance & Repairs	$16,000	$4,000	25%	$8,000	50%	$0	0%	$4,000	25%	$16,000	100%
46117	Signs and Markers	Utilities	$9,000	$4,050	45%	$4,050	45%	$0	0%	$900	10%	$9,000	100%
46210	Natural gas	Utilities	$93,000	$79,980	86%	$6,510	7%	$0	0%	$6,510	7%	$93,000	100%
46220	Electricity	Utilities	$355,950	$266,963	75%	$71,190	20%	$0	0%	$17,798	5%	$355,950	100%
46261	Diesel	Supplies	$43,077	$8,615	20%	$31,015	72%	$0	0%	$3,446	8%	$43,077	100%
43230	Propane	Supplies	$500	$100	20%	$360	72%	$0	0%	$40	8%	$500	100%
46262	Unleaded	Supplies	$10,710	$2,142	20%	$7,711	72%	$0	0%	$857	8%	$10,710	100%
46400	Books and subscriptions	Administrative	$18,209	$8,194	45%	$8,194	45%	$0	0%	$1,821	10%	$18,209	100%
	Total Other Purchased Services		***$792,604***	***$501,918***	**63%**	***$215,592***	**27%**	***$1,000***	**0.13%**	***$74,094***	**9%**	***$792,604***	***100%***
48300	Interdepatmental Funds (transfer)	Administrative	$438,768	$171,120	39%	$39,489	9%	$0	0%	$228,159	52%	$438,768	100%
		Maintenance & Repairs	$0	$0	25%	$0	50%	$0	0%	$0	25%	$0	100%
	Total Expenses - Operational		**$4,942,072**	**$2,178,197**	**44%**	**$1,628,869**	**33%**	**$344,102**	**6.96%**	**$790,903**	**16%**	**$4,942,072**	***100%***

			Terminal		Airfield		ARFF		Other		Total	
Capital 2026		**2026 City Approved Budget**	**Budget**	**%**	**Budget**	**%**	**Budget**	**%**	**Budget**	**%**	**Budget**	**0%**
Acquire Easements/Land For Approaches		$6,250	$0	0%	$6,250	100%	$0	0%	$0	0%	$6,250	100%
Rehabilitate Runway (e.g. mill & overlay; extends useful life)		$181,250	$0	0%	$181,250	100%	$0	0%	$0	0%	$181,250	100%
Reconstruct Runway Lighting (MIRL/HIRL, CL, TDZL, LAHSO)		$21,250	$0	0%	$21,250	100%	$0	0%	$0	0%	$21,250	100%
Reconstruct Runway Visual Guidance System (REIL, PAPI, ALS)		$9,000	$0	0%	$9,000	100%	$0	0%	$0	0%	$9,000	100%
Reconstruct Runway Signage		$3,750	$0	0%	$3,750	100%	$0	0%	$0	0%	$3,750	100%
Realign Taxiway (Rotate)		$102,500	$0	0%	$102,500	100%	$0	0%	$0	0%	$102,500	100%
Install Taxiway Lighting (MITL/HITL, CL, Runway Incursion Lighting)		$14,125	$0	0%	$14,125	100%	$0	0%	$0	0%	$14,125	100%
Install Taxiway Signage/Markings		$1,875	$0	0%	$1,875	100%	$0	0%	$0	0%	$1,875	100%
Construct Terminal Access Road (New)		$240,000	$0	0%	$240,000	100%	$0	0%	$0	0%	$240,000	100%
Reconstruct Access Road (public/non-terminal, restores full useful life)		$15,000	$7,500	50%	$0	0%	$0	0%	$7,500	50%	$15,000	100%
Reconstruct Hangar		$90,000	$0	0%	$0	0%	$0	0%	$90,000	100%	$90,000	100%
Improve Terminal (AIG Only)		$9,000	$9,000	100%	$0	0%	0%	0%	$0	0%	$9,000	100%
Total Capital		**$694,000**	**$16,500**	**2%**	**$580,000**	**84%**	**$0**	**0%**	**$97,500**	**14%**	**$694,000**	**100%**
Total Operating and Capital Expenses		**$5,636,072**	**$2,194,697**	**39%**	**$2,208,869**	**39%**	**$344,102**	**6%**	**$888,403**	**16%**	**$5,636,072**	**100%**

AIRPORT EXPENDITURES

		Account Number/Name/Total	
		Group/Section Total	
		Account Detail	
Object	Quant.	Project	*Account Detail*	**2026 FINAL**
41100			REGULAR EMPLOYEES	1,493,332.11
			GENERAL - REGULAR EMPLOYEES	-
84	1		AIRPORT DIRECTOR	-
71	1		AIRPORT OPERATIONS AND MAINTENANCE MANAGER	-
71	1		AIRPORT BUSINESS AND DEVELOPMENT MANAGER	-
61	1		AIRPORT OPERATIONS FOREMAN	-
61	1		AIRPORT FACILITY FOREMAN	-
50	1		AIRPORT FACILITY LEAD	-
48	3		AIRPORT FACILITY TECHINICIANS II	-
44	2		AIRPORT FACILITY TECHINICIANS I	-
56	1		AIRPORT OPERATIONS LEAD	-
54	4		AIRPORT OPERATIONS TECHNICIANS II	-
50	6		AIRPORT OPERATIONS TECHNICIANS I	-
51	1		OFFICE & ADMINISTRATION SPECIALIST	-
54	0		AIRPORT LEO	-
43	1		AIRPORT SECURITY SPECIALIST	-
41200			TEMP AND PART-TIME EMPLOYEES	51,661.00
48	1		PART-TIME - AIRPORT OPERATIONS TECHNICIANS I	
43	1		AIRPORT FACILITY TECHNICIANS I	
38	1		PART-TIME - AIRPORT SECURITY SPECIALIST	
38	1		Intern	
41300			OVERTIME	16800

	GENERAL - OT	
TOTAL SALARIES		**1,561,793**
42000	BENEFITS	509,745
	GENERAL - BENEFITS	0
42100	ER'S HEALTH INSURANCE	321911
42110	ER'S LIFE INSURANCE	1127
42200	ER'S SOCIAL SECURITY	3203
42210	ER'S MEDICARE	20434
42300	ER'S PENSION	0
42310	ER'S DEF CONTRIBUTION	51349
42320	ER'S NDPERS	78846
42400	TUITION REIMBURSEMENT	0
42500	UNEMPLOYMENT COMP	1963
42600	WORKER'S COMPENSATION INSUR	11676
42700	sHORT tERM dISABILITY	12815
42900	ER'S LT DISABILITY INS	6421
TOTAL BENEFITS		509,745
43040	CONSULTANTS	373,500
	PFM	500
	Short Elliot Hendrickson	-
	Aviation Business Consultant	53,000
	LAZ Parking Management Contract	300,000
	FLASH Parking	20,000
	Encumbered from 2023	
43050	ENGINEERS	15000
	SEH Master Agreement - Misc.	15000
	Ulteig Miscellaneous Services Contract	
43200	PROFESSIONAL TESTING (EMPLOYMENT TESTING PROGRAM)	1,125
	Drug Testing / New Employee	1,125
43300	OTHER PROFESSIONAL SERVICES	6,137
43900		3,585
	Service Club Dues	560
	AAAE Great Lakes Dues	175
	AAAE National Dues	1,375
	Annual AAND Dues	1,000
	Fly-ND Dues	200
	ATCT Association	-
	Minot Chamber EDC	150
	Miscellanous Membership	125
	Great North Dakota Chamber	

44110	WATER, SEWER, GARBAGE UTILITY	21425
44200	CLEANING AND RESTORATION (OUTSIDE CONTRACTOR CUSTODI	0
44220	THIRD PARTY SNOW REMOVAL	60000
TOTAL PROFESSIONAL AND TECHNICAL SERVICES		480,772

44260	ARFF FEES	343,101.91
44320	STRUCTURE RPR & MTCE	309,841
	Conference Room Upgrades - Video/conferencing abilities	-
	Executive Director Office Upgrade - Video/conferencing and small meeting area	-
	Intercom Support Agreement	14,060
	Intercom Equipment Upgrades	-
	Grounds Supplies and Maintenance	5000
	Terminal Garage Door Repairs	500
	Parking Shack Repairs	1000
	FAA Office	400
	CBP Office	1000
	Maintenance Tools (Terminal)	5000
	Terminal Supplies and Maintenance	25000
	Terminal Projects	2000
	Safety	2000
	SRE Building	2000
	Boiler Inspection	660
	Mowbray Preventative Maintenance	
	Encumbered from 2023	
	Fire Equipment Company - Fire Extinguisher Service	1200
	Baggage System Repairs	19,500
	Quarterly Fire Alarm Monitoring - GA and SRE	-
	Fire Alarm	-
	Fire alarm monthly monitoring SRE - Electro Watchman	415
	Fire alarm monthly monitoring GA - Electro Watchman	415
	Annual Fire alarm inspection	
	Annual Electro Watchman fire alarm monitoring, SRE & GA	831
	Nova Fire Protection - GA and SRE	-
	New Vision - 24-hour fire alarm monitoring, commercial terminal	360

	New Vision - Annual fire alarm testing - Terminal	1,300
	Rapid Fire Protection - annual sprinkler inspection, commercial terminal	2,000
	Rapid Fire Protection - 5 year internal obstruction inspection	-
	Fire Supression Repairs/Upgrades	7,250
	Fire Extinguishing Systems - fire suppression system inspection, kitchen	450
	Annual terrazzo resealing	2,500
	Miscellaneous items for terminal	2,000
	Miscellaneous items for GA building	5,000
	Replace 3 boilers in GA building	
	Pesticide Applicator Licensing*	-
	Repair Terminal Doors	5,000
	Replace Terminal Doors	180,000
	Station 3 ARFF Roof	-
	Replace Restaurant Gate	-
	Fencing and Gates	3,000
	Terminal Roof Repairs	20,000
	Airport Roadway Study	
44321	PLUMBING SYSTEM RPR & MTCE	1500
	Backflow Inspection	1500
44322	HVAC RPR & MTCE	293459
	Terminal HVAC repairs (motors, equip., etc.)	30000
	GA HVAC Replacement	200000
	Boiler Repairs	5000
	GA HVAC Repairs	3000
	SRE HVAC Repairs	15000
	Guard Building HVAC Repairs	500
	Parking Shack HVAC Repairs	500
	ARFF HVAC Repairs	1000
	HVAC filters/supplies	10000
	Mowbray & Son - preventative maintenance agreement	22100
	Johnson Controls - HVAC system monitoring	6359
	Replace 4 old guard bldg heaters	
44323	ELECTRICAL RPR & MTCE	7500
	Light bulb supplies	5000
	Gate Electrical Repairs	2500
44324	ELEVATOR RPR & MTCE	28500
	Elevator Service Agreement	28000
	Elevator Maintenance and Repair	500

44325	PEST CONTROL RPR & MTCE	7,117
	Ecolab	7,117
44326	IRRIGATION SYSTEM RPR & MTCE	500
	Weatherization of irrigation system	500
44327	SECURITY SYSTEM RPR & MTCE	64873
	Archkey (Genetec SMA and software upgrades)	11973
	Archkey Support Agreement (hours estimate)	5000
	Server Replacement	0
	Archkey/Genetec Repairs	0
	Security System Equipment Upgrades/Improvements	20000
	Security Badges & TSC Expenses	7900
	ARFF Security Badges	0
	Genetec Workstation Replacements (4)	0
	Fingerprint machine	0
	Security System CBP	10000
	Security System for computerized gates & SRE	10000
	Encumbered from 2023	
44330	VEHICLE & EQUIPMENT RPR & MTCE	95166
	ARFF General Vehicle Maintenance	7500
	Tire repair and replacement	20000
	General vehicle maintenance	60000
	Parking Equipment Maintenance	5500
44350	IT MTCE & REPAIR AGREEMTS	70,360
	Part 139 Certification Software	18,000
	Parking Management Software - Annual Fee	18,925

	Infax System Support Agreement		14000
	Power BI Pro Software		384
	Adobe Acrobat Pro DC		396
	Acrobat for Operations		200
	Dell Cloud Backup for Servers		464
	office 2024 Volume Licensing		670
	MaaS 360 Licensing		252
	Microsoft Office Suite		3389.12
	Microsoft 365 Backup Licensing		811.44
	Fingerprint Software - Crossmatch		504
	Firewall Protection - Barracuda		8000
	Civic Plus Annual Website Fee		2500
	Mimecast Email Subscription		1393.2
	Teams Audio Conferencing ($4/month)		
	VPN Access ($8/mo/user)		471
	Wifi Access (SRE building)		0
	Parking Equipment Software Upgrades		0
	Airport Networking/WIFI		0
	Encumbered from 2023		0
44381	AIRSIDE WILDLIFE MGMT		2000
44382	AIRSIDE RUNWAY MTCE		121000
	Lights & Maintenance: Runways and Taxiways	12000	
	Airside Paved Surface Repair	20000	
	Airfield crack sealing/patchwork	40000	
	Paint & reflective beads	35000	
	Sand for airfield	3000	
	Sign Panels & Maintenance	6000	

	Windsocks	5000	
	Runway 8 Approach Clearing/Tree Removal	0	
	Runway Realign		
	Encumbered from 2023	0	
44383	AIRSIDE ELECTRICAL MTCE	10,000	
	LUMACURVE TO LED		
	LIGHTS and ELECTRICAL PARTS		10,000
44384	AIRSIDE CHEMICALS	43000	
	De-Ice Chemical - New Deal	40000	
	De-Ice Chemical - Liquid		
	Chemicals for weed spraying	3000	
	Pesticide Applicator Licensing*	0	
	Misc Chemicals - exhaust Fluid etc		
	Glycol Tank Pump	0	
44385	AIRSIDE GRASS SEED	0	
44386	AIRSIDE WATER SAMPLE TEST	1339	
44387	AIRSIDE FUEL FARM	25000	
44388	AIRSIDE SHOP MATERIALS	57000	
	Misc. tools, parts, etc.	6000	
	Garage/Overhead door repairs	15000	
	Paint machine repairs	4,000	
	Cutting edge replacement	12000	
	Broom replacement	20000	
	Aircraft Radio Replacement (X1)	0	
	Spare batteries for ARFF radio	0	
	Radio Maintenance	0	
	Replace City Internal Radio	0	
44389	AIRSIDE JET BRIDGE	62400	
	General maintenance	60000	
	Jet bridge hoses		-
	GPU plugs	2400	
44400	EQUIPMENT RENTAL		1,500
	General Equipment Rental		1,500
	Copier/Printer Proposal		

44504	STREETS ALLEYS & ROAD MTCE	52,000
	Landside Crack sealing/patchwork	35,000
	Landside Painting	10,000
	Landside Curb and Gutter	7,000
	Full depth patching of GA access Road	-
	T-Hangar Pavement Repair (AIP Eligible)	
TOTAL CAPIT/	*T-Hangar Pavement Repair (CARES Eligible)*	
TOTAL REPAIR AND MAINTENANCE SERVICES		**1,597,157**
45201	GENERAL LIABILITY INSURANCE	17,220.00
45202	BUILDING & CONTENTS INSUR	43,211.58
45203	AUTOMOTIVE INSURANCE	7,598.76
45204	CONSTRUCTION EQUIP INSURANCE	9,357.24
45206	STORAGE TANK LIABILITY	826.88
45207	CYBERSECURITY INSURANCE	1,277.00
45300	TELEPHONE SERVICES	17,499.70
	AT&T/Verizon Wireless	5,140
	SRT Telephone Services	12,360
45400	ADVERTISING	38,828
	Expenditures for announcements in professional publications	769
	Minot Daily News - Chamber Map	-
	Fly-ND Conference	1,500
	Visit Minot Guide	2,500
	Visit Minot Tear-Off Map	110
	Promotional materials	3,500
	Miscellaneous advertising	3,000
	ADVERTISING	7,949
	Airline incentive	15,000
	Misc Sponsorships	4,000
	Ground Transportation Permits	
	Hosting Costs (Bottled water, coffee, donuts)	500
45800	TRAVEL COST TRAVEL COSTS	21,268
	ACI Business of Airports Conference	2,272
	AAAE Great Lakes Annual Conference	2,008

		AAAE National Convention	2,720
		Great Lakes Airports Ops Conference	4,790
		Aeronautic Association North Dakota (AAND) Fall Seminar	793
		Allegiant Conference	1,435
		FEMA ICS 300 and/or 400 training	774
		Fly-ND Conference	-
		Jumpstart Conference	2,416
		Rotary Club meals	480
		Snow Symposium	8,580
		Finance Director Budget Cut	(5,000)
		AAND Summer Retreat	-
45900	EDUCATION &	EDUCATION & TRAINING	19,388
		ACI Buesiness of Airports Conference	1,500
		AAAE Digicast	1,980
		AAAE Great Lakes	850
		AAAE National Convention	1,075
		Great Lakes Airports Conference	2,000
		Aeronautic Association North Dakota (AAND) Fall Seminar	500
		Allegiant Conference	275
		Basic ASOS Registration	695
		Basic or Advanced ASOS	2,780
		CDL Permit	228
		Facility Tech II Training (Red Vector Program)	2,500
		FLY ND	975
		Full Scale Triennial Exercise	
		Grand Forks Training for Ops (topic changes yearly)	1,500
		Jumpstart	1,750
		AAAE ACE trainings and Certifications	1,070
		AIAA Membership	-
		Wildlife Mitigation Training	600
		Basic/Advance Snow Academy	2,085
		Snow Symposium Registration	2,025
		AAND Summer Retreat	-
		Excel Training	
		Finance Director Budget Cut	(5,000)
45920		WEARING APPAREL	5,750
		Uniforms and weather related clothing	5,500
		Safety vests/hats	250
45950		BANKING & CREDIT CARD FEES	1,268
		COLLECTION FEES	206
45970		POSTAGE	187
46101		DPMT MATERIALS & SUPPLIES	17,200
		Office Supplies	4,000
		Paper supplies (toilet paper, paper towels, etc.)	13,000
		Ground Transportation Permits	200
46102		FURNITURE & EQUIPMENT	34,535

	Portable Generator - Fuel Farm	5,000
	CBP Office Updates	15,000
	Hardware (devices, TV's, etc.)	5,000
	Terminal Furniture - Repair	-
	SRE Furniture	-
	Landscaping / Grounds Maintenance	-
	Computer Replacement	3,535
	EVID - Computers	-
	Conference Room laptop?	-
	STATION FURNITURE FOR FIRE DEPARTMENT	-
	MISC TOOLS FOR FACILITIES	-
	Bobcat Attachments	-
	State Radio (Additional Units)	6,000
	Ventless washer/dryer for terminal	-
	Ancillary Equipment for ARFF Truck	-
	Credit card reader-software	-
46103	COPIER SUPPLIES	2,357
	Copy machine color copy overages	1,300
	City of Minot Copier Agreement	557
	Paper supplies (copy paper)	500
46105	CLEANING SUPPLIES	9,000
46107	FOAM & CHEMICALS	1,000
	ARFF Foam and Dry Chemicals	
	Chemicals for weed spraying (landside)	1,000
46115	FLEET LABOR	16,000
46116	GARBAGE CITY COLLECTED	
46117	SIGNS, SIGNALS, & MARKERS	9,000
	Signs and Posts	3,000
	Terminal Signs	3,000
	Parking Lot Signage	3,000
46210	NATURAL GAS	93,000
46220	ELECTRICITY	355,950
43230	PROPANE	500
46261	DIESEL	43,077
46262	UNLEADED	10,710
46400	BOOKS & SUBSCRIPTIONS	18,209
	DISH Network (partially billed back to concessionaire)	2,500
	Weather Tap Software - Airfield Ops	90
	Infax OAG- FlightView Interface	9,335
	OAG FlightView Subscription - Website	6,000
	Calendly	284
	Survey Monkey	
	Amazon Subscription	-
TOTAL OTHER PURCHASED SERVICES		**794,424**
47100	PRINCIPAL ON DEBT	1670000
		580000

		1090000
47206	INTEREST OTHER DEBT	376876
		152045
		224831
48300	GF REIMBURSEMENT	438768
49102	AIRPORT TRANSFERS OUT	0
	AIRPORT	
57500	EQUIPMENT	887000
	Floor Scrubber	
	Electrical Vault	
	SRE - Blower/Loader to Replace Unit 313	
	AIrside/Landside Mower	
	Terminal Fire Alarm Panel Replacement	
	SRE - Broom	
	Mower - Commercial Grade Zero Turn (72" deck)	0
	Skid Steer Replacement	0
	Badge Printer	12000
	Ops Truck	0
	CFME Trailer	
	grinder drum	
	new scissor lift	
	ARFF Truck	
	New Utility Vehicle	
	New utility work machine (Facilities)	0
	New tractor w/snowblower	
	Mower Deck for tractor	
	New Vericom	
	Landside Lawnmower	
	FOD picker	0
	Replace Ops trailer	
	Replace Unit 312 glycol tank	
	BROOM TRUCK	800000
	AUTONOMOUS CLEANING EQUIPMENT	75000
	AIRFIELD PAINT MACHINE	0
	Portable Generator	0
	Lighted Xs Upgrade Kit	
	Intercom Equipment Upgrades	
	Mobile Column Lift - Heavy Equipment	
	Fire Truck Ancillary Equipment	
57510	CONTRA ASSET EXP	
57520	CIP OFFSET	
57200	Infrastructure	$ 16,550,000.00
	Construction - Storm Water and Drainage Improvements	

Wetland Mitigation (20 acres) - Wildlife Hazard Removal - Phases 1, 2, 3	
Wildlife Hazard Removal - Phase 1 (SW, Pond U, Pond A)	
Wildlife Hazard Removal - Phase 2 (SE, NW)	
Wildlife Hazard Removal - Phase 3 (NE)	
Runway 8 Approach Clear/Tree Removal - Zoning & Easement (AIP)	
Runway 8/26 Rehabilitation - Design	
T Hangar Taxilane and Taxiway B2	
Runway 8 Threshold Relocation - Design	
Taxiway B Intersection Reconfiguration - Design	
Taxiway B Reconstruction - Design	
Taxiway D Expansion - Design	
Airfield Electrical Vault Relocation - Design	
Runway 8 Obstruction Removal - Design	
Reconstruct Twy C3 (Twy C to GA Apron) (1,600' x 50')	
Infastructure to Southside Hangars - Utilities	
ARFF Building Roof Replacement	
FAA Reimbursable	
QTA Facility (Design & Construction) (CFC)	
Reconstruction Twy B2 (Twy B to GA Apron) (600' x 35')	
Fuel Farm Oil Water Seperator	
Fuel Farm Pump	
Southside Infrastructure Utilities	0
Southside Access Roads	
Runway 8 Approach Zoning and Easement	
Runway 8/26 Rehab and Taxiway B - Phase 1 Design	
Runway 8/26 Rehab and Taxiway B - Phase 2 Design	13350000
Runway 8/26 Rehab and Taxiway B - Phase 1 Construction	
Wildlife Hazard Remocval - Phase 3 Construction Administration-Tribal Monitoring	
GA Access Road Rehab and Reconstruction Phase 2	600,000.00
Terminal Roadway Improvements Phase 1	
Terminal Roadway Improvements Phase 1 - CFC Funding	
Terminal Roadway Improvements Phase 2	800,000.00
Terminal Roadway Improvements Phase 2 - CFC Funding	
T Hangar Replacement	1,800,000.00
Runway 8 Approach Clearing and Zoning	0.00
OPERATIONAL	4,943,892
CAPITAL EXPENSE (INFRASTRUCTURE AND EQUIPMENT)	17437000
DEBT	2485644
TOTAL EXPENSE	$24,866,536
TOTAL REVENUE	24,866,536
NET INCOME/EXPENSE - With CFC Rev Being Used	$0
NET OPERATIONAL REVENUE/TOTAL EXPENSE	
NET INCOME/EXPENSE - With Full CFC Revenue	(300,000.46)

T3 - 2026 Revenues and Allocations

			COST CENTER ALLOCATION									
			Terminal		Airfield		ARFF		Other		Total	
Line #	Item	2026 City Approved Budget	Budget	%	Budget	%	Budget	%	Budget	%	Budget	0%
34500	**GENERAL OPERATING REVENUE**											
	Terminal Rental - TSA	$29,161	$29,161	100%	$0	0%	$0	0%	$0	0%	$29,161	100%
	GA Terminal Rent - FAA	$22,368	$0	0%	$0	0%	$0	0%	$22,368	100%	$22,368	100%
	Security badges	$20,698	$9,314	45%	$9,314	45%	$0	0%	$2,070	10%	$20,698	100%
	GA Terminal Rent - FBO	$125,086	$0	0%	$62,543	50%	$0	0%	$62,543	50%	$125,086	100%
	ARINC	$2,400	$0	0%	$2,400	100%	$0	0%	$0	0%	$2,400	100%
	Flowage / Storage Fees & Other	$125,086	$0	0%	$62,543	50%	$0	0%	$62,543	50%	$125,086	100%
	Percentage of Gross	$62,684	$0	0%	$31,342	50%	$0	0%	$31,342	50%	$62,684	100%
	Ramp Parking Fees	$10,712	$0	0%	$10,712	100%	$0	0%	$0	0%	$10,712	100%
	Avflight Waiver Removal	$25,000	$0	0%	$0	0%	$0	0%	$25,000	100%	$25,000	100%
	Service Fees - Fire Extinguisher (T-Hangars)	$220	$0	0%	$0	0%	$0	0%	$0	100%	$0	100%
	Other Tenant Work Service Fees	$9,000	$0	0%	$0	0%	$0	0%	$9,000	100%	$9,000	100%
	Landing Fees - Other (AvFlight General Aviation)	$83,000	$0	0%	$83,000	100%	$0	0%	$0	0%	$83,000	100%
	Ground Rent - Private & T-Hangar	$104,754	$0	0%	$0	0%	$0	0%	$104,754	100%	$104,754	100%
	Terminal Non-Signatory	$36,000	$36,000	100%	$0	0%	$0	0%	$0	0%	$36,000	100%
	License fees	$3,900	$0	0%	$0	0%	$0	0%	$3,900	100%	$3,900	100%
	TOTAL GENERAL OPERATING REVENUE	**$660,069**	**$74,475**	**11%**	**$261,854**	**40%**	**$0**	**0%**	**$323,520**	**49%**	**$659,849**	**100%**

	AIRILNE OPERATING REVENUE NOT INCLUDED IN RATE CALCULATION											
	Not included as part of non-airline revenue below		Terminal		Airfield		ARFF		Other		Total	
	Landing Fees & RON Fees		Budget	%	Budget	%	Budget	%	Budget	%	Budget	%
	Delta	$321,360	$0	0%	$260,302	81%	$61,058	19%	$0	0%	$321,360	100%
	Allegiant	$129,661	$0	0%	$105,026	81%	$24,636	19%	$0	0%	$129,661	100%
	United	$131,040	$0	0%	$106,142	81%	$24,898	19%	$0	0%	$131,040	100%
	Cargo	$40,000	$0	0%	$32,400	81%	$7,600	19%	$0	0%	$40,000	100%
	RON Fees	$162,000	$0	0%	$162,000	100%	$0	0%	$0	0%	$162,000	100%
	Total Landing Fees	***$784,061***	**$0**	**0%**	**$665,870**	**85%**	**$118,192**	**15%**	**$0**	**0%**	**$784,061**	**100%**
	Airline Rentals		**Terminal**		**Airfield**		**ARFF**		**Other**		**Total**	
	Delta Preferential	$85,675	$85,675	100%	$0	0%	$0	0%	$0	0%	$85,675	100%
	Allegiant Preferential	$10,775	$10,775	100%	$0	0%	$0	0%	$0	0%	$10,775	100%
	United Preferential	$39,025	$39,025	100%	$0	0%	$0	0%	$0	0%	$39,025	100%
	Joint Use (Allocated back based on 100% Enplanements)	$1,262,700	$1,262,700	100%	$0	0%	$0	0%	$0	0%	$1,262,700	100%
	TOTAL AIRLINE OPERATING REVENUE	**$1,398,175**	**$1,398,175**	**100%**	**$0**	**0%**	**$0**	**0%**	**$0**	**0%**	**$1,398,175**	**100%**

			COST CENTER ALLOCATION									
	NON-SIGNATORY FEES		Terminal		Airfield		ARFF		Other		Total	
	Cargo > 12,500 lbs. (25% markup only)	$0	$0	0%	$0	81%	$0	19%	$0	0%	$0	100%
	Cargo Ops < 12,500 lbs.	$0	$0	0%	$0	81%	$0	19%	$0	0%	$0	100%
	Charters (25% markup only)	$0	$0	0%	$0	81%	$0	19%	$0	0%	$0	100%
	TOTAL NON-SIGNATORY FEES	**$0**	**$0**	**0%**	**$0**	**0%**	**$0**	**0%**	**$0**	**0%**	**$0**	**100%**

34510	**NON-AIRLINE OPERATING REVENUE:**											
	Advertising	$20,000	$4,000	20%	$0	0%	$0	0%	$16,000	80%	$20,000	100%
	Concessions & Vending	$200,000	$50,000	25%	$0	0%	$0	0%	$150,000	75%	$200,000	100%
	Tenant Parking Permits	$27,000	$0	0%	$0	0%	$0	0%	$27,000	100%	$27,000	100%
	Pay Parking Fees	$2,200,000	$0	0%	$0	0%	$0	0%	$2,200,000	100%	$2,200,000	100%
	Agricultural Land Rent	$13,038	$0	0%	$0	0%	$0	0%	$13,038	100%	$13,038	100%
	Rent and Commissions Rental Cars	$722,945	$144,589	20%	$0	0%	$0	0%	$578,356	80%	$722,945	100%
	Terminal Rental - ATM	$2,088	$2,088	100%	$0	0%	$0	0%	$0	0%	$2,088	100%
	Terminal Rental - Vending	$864	$864	100%	$0	0%	$0	0%	$0	0%	$864	100%
	Ground Transportation Permit Fees	$750	$0	0%	$0	0%	$0	0%	$750	100%	$750	100%
	Utilities	$22,016	$0	0%	$0	0%	$0	0%	$22,016	100%	$22,016	100%
36912	Finance Charges	$20,000	$0	0%	$0	0%	$0	0%	$20,000	100%	$20,000	100%
	Massage Chairs	$4,265	$0	0%	$0	0%	$0	0%	$4,265	100%	$4,265	100%
	Museum Rent	$400	$0	0%	$0	0%	$0	0%	$400	100%	$400	100%
	Hobby Shop	$6,215	$0	0%	$0	0%	$0	0%	$6,215	100%	$6,215	100%
36913	Misc. Income	$3,000	$0	0%	$0	0%	$0	0%	$3,000	100%	$3,000	100%
	Payroll Forfiture	$3,000	$0	0%	$0	0%	$0	0%	$3,000	100%	$3,000	100%
36110	Interest Earned	$387,010	$0	0%	$0	0%	$0	0%	$387,010	100%	$387,010	100%
	State Airline Tax	$87,000	$43,500	50%	$43,500	50%	$0	0%	$0	0%	$87,000	100%
	ND State Operating Grants:						$0	0%				
	ND State Aeronautics Intern Grant	$0	$0	40%	$0	40%	$0	0%	$0	20%	$0	100%
	ND State Aero Airside Crack Sealing/Patchwork	$37,500	$0	0%	$37,500	100%	$0	0%	$0	0%	$37,500	100%
	ND State Runway and Approach Tree Removal	$0	$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
	ND State Striping & Painting	$0	$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
	ND State Airside Electrical Replacement/Maint.	$0	$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
31100	Mill Levy 3.56	$408,066	$0	0%	$0	0%	$0	0%	$408,066	100%	$408,066	100%
	NON-AIRLINE OPERATING REVENUE	**$4,165,158**	**$245,041**	**6%**	**$81,000**	**2%**	**$0**	**0%**	**$3,839,117**	**92%**	**$4,165,158**	**100%**

	TOTAL GENERAL and NON-AIRLINE REVENUE	**$4,825,227**	**$319,516**	**7%**	**$342,854**	**7%**	**$0**	**0%**	**$4,162,637**	**86%**	**$4,825,007**	**100%**
	TOTAL AIRLINE, NON-SIG & NON-AIRLINE REVENUE	**$6,223,402**	**$1,717,691**	**28%**	**$342,854**	**6%**	**$0**	**0%**	**$4,162,637**	**67%**	**$6,223,182**	**100%**

	2026 Comparison Budget Versus Projected				
		2026 Budget	**Projected Landing Fee**	**Projected ARFF**	**Projected Total**
	Delta	**$321,360**	**$268,622**	**$63,142**	**$331,765**
	United	**$131,040**	**$118,442**	**$27,841**	**$146,283**
	Allegiant	**$10,775**	**$149,159**	**$35,061**	**$184,220**
	Cargo	**$0**	**$10,304**	**$2,422**	**$12,726**
	Total	**$463,175**	**$546,527**	**$128,466**	**$674,993**

AIRPORT REVENUES

	Account Number/Name/Total
	Group/Section Total
	Account Detail

Object	Quant.		2026 Budget
		FEDERAL OPERATING REVENUES	
33100		FEDERAL OPERATING REVENUES	
		ARPA USED FOR DEBT FUNDS	
		Runway 8 Approach AIP FUnding	
		FEDERAL CAPITAL REVENUES	16,333,500
33200		FEDERAL CAPITAL REVENUES	16333500
		SRE Replacement Snowplow	
		Runway 8/26 Rehabilitation - Phase 2 Design	12,682,500.00
		Runway 8/26 Rehabilitation - Phase 1 Construction	
		GA Access Road Repair and Rehab Phase 2	570,000.00
		T Hangar Replacement	1,710,000.00
		Terminal Roadway Improvements Phase 2	400,000.00
		Terminal Furniture and Door Repairs	171,000.00
		SRE Broom Truck	800,000.00
		STATE REVENUES	737,750.00
33400		STATE OPERATING REVENUES	124,500.00
		Intern	
		Airfield crack sealing/patching	37,500.00
		Paint and Reflective Beads	
		Runway 8 Approach Clearing/Tree Removal - Zoning & Easement Acquisition	
		State Airline Tax Distribution	87,000.00
33500		STATE CAPITAL REVENUES	613,250.00
		Runway 8/26 Rehabilitation - Phase 1 Construction	333,750.00
		GA Access Road Repair and Rehab Phase 2	15,000.00
		Terminal Roadway Improvements Phase 2	160,000.00
		Terminal Furniture and Door Repairs	
		Terminal Security Doors	4,500.00
		GA HVAC	100,000.00
		CITY REVENUES	
34500		AIRLINE REVENUES	2,754,628.06
		TSA Annual Rent	29161
		FAA Annual Rent	22368
		GA Terminal Rent	
		Avflight/ARINC	37408.8
		ARINC	2400
		Avflight	
		Flowage/Storage Fees	125,086

	Percentage of Gross	62,684
	Ramp Parking Fees	10,712
	Avflight Allegiant Fee Waiver Removal	25,000
Other Service Fees		
	Fire Extinguisher	220
	Tenant work	9,000
AP Landing Fees		
	Allegiant	129,661
	Delta	321,360
	United	131,040
	Freight	40,000
	Other	83,000
RON Utility Fees		162,000
Ground Rent		
	Hangars	79,794
	T Hangars	24,960
Terminal Rent		
	Joint Use Space	1,262,700
	Allegiant Exclusive	10,775
	Delta Exclusive	85,675
	United Exclusive	39,025
	Non-Signatory	36,000
AP Security Badges		20,698

	AP License Fees		3,900	
34510	NON-AIRLINE REVENUES		3,219,582	
	AP Terminal Advertising		20,000	
	AP Terminal Concession		200,000	
	AP Tenant Parking Permits		27,000	
	AP Parking Fees			
		Republic		
		LAZ	2,200,000	
		Skills Parking		
	AP Agricultural Land		13,038	
	AP Terminal ATM		2,088	
	AP Terminal Vending		864	
	Ground Transportation		750	
	AP Utilities			
		Avflight	11,246	
		Oakwells	10,770	
	RAC		722,945	
	Misc Non Air			
		Museum Rent	400	
	AP Aeroport Hobby Shop		6,215	
	Massage Chairs - Innovative		4,265	
36110	INTEREST REVENUES		387,010	387010
36901	DAMAGE CLAIMS			
36904	PAYROLL FORFEITURE		3,000	
36912	FINANCE CHARGES		20,000	
36913	MISCELLANEOUS		3,000	
36918	PASSENGER FACILITY CHARGE		700,000	
36919	CUSTOMER FACILITY CHARGE		300,000	
		Overland West		
		Meier Leasing		
		Enterprise		
		National/Alamo		
	TRANSFERS BETWEEN FUNDS			
39102	AIRPORT			
		AIRPORT		
		RB15A AIRPORT		
		RB20A AIRPORT		
39210	SALE OF CITY PROPERTY			
39220	LOSS ON ASSET DI			

39114	SALES TAX IMPROVEMENTS	
	RESOURCES AVAILABLE	
	CASH RESERVES	
	CASH RESERVES (FOR INTERCOM UPGRADES FUNDS NOT USED IN 2022)	
	CASH RESERVES (CUSTOMER FACILITY CHARGE - AIRCFC TO BE USED)	300,000.00
	CASH RESERVES (CUSTOMER FACILITY CHARGE - AIRCFC RESTRICTED FOR FUTURE USE)	
31100	GENERAL PROPERTY TAXES	408066.26
	TOTAL BUDGETED REVENUE - with CFC being used	24,866,536.03
	TOTAL BUDGETED REVENUE - with Full CFC	25,166,536.03
	MILL LEVY	

Table T4 - Debt Service

2026	
	2026 Budget
Debt Service Total	$2,046,876
Percent Allocated:	
Airfield	0%
Terminal Building and Area	100%
Other	0%
Total	**100%**
By Cost Center:	
Airfield	$0
Terminal Building and Area	$2,046,876
Other	$0
Total	**$2,046,876**

Minot International Airport (MOT) 5-Year Capital Improvement Program (CIP)

Federal Fiscal Year	Project Classification	Project	Project Funding Type	NDAC Priority Rating	FAA National Priority Rating (NPR)	Estimated Total Cost (2023 Dollars)	Funding Rates			Local Funding	State Funding	FAA Funding
							Local	State	FAA			
		Annual Entitlement										
	Capital -Equipment	SRE Replacement - Broom Truck	AIP	32	75	$800,000	0.00%	0.00%	100%	$0	$0	$800,000
	~~Capital -Infrastructure~~	~~Runway 8 Approach Clearing/Tree Removal - Zoning & Easement Acquisition~~	~~AIP~~	~~57~~	~~86~~	~~$250,000~~	~~2.50%~~	~~2.50%~~	~~95%~~	~~$6,250~~	~~$6,250~~	~~$237,500~~
	Capital -Infrastructure	Runway 8/26 Rehabilitation & Taxiway B - Phase 1 & 2	AIP	56	79		2.50%	2.50%	95%			
	Maintenance/Repair	*Runway 8/26 Rehabilitation - Construction*	AIP	56	79		2.50%	2.50%	95%			
	Capital -Infrastructure	*Runway 8 Threshold Relocation - Construction*	AIP	56	79		2.50%	2.50%	95%			
	Capital -Infrastructure	*Taxiway B Intersection Reconfiguration - Construction*	AIP	56	79	$13,350,000	2.50%	2.50%	95%	$333,750	$333,750	$12,682,500
	Capital -Infrastructure	*Taxiway B South Reconstruction - Construction*	AIP	56	79		2.50%	2.50%	95%			
	Capital -Infrastructure	*Runway 8/26 Lighting Replacement - Construction*	AIP	56	79		2.50%	2.50%	95%			
	Capital -Infrastructure	*REIL Replacement - Construction*	AIP	56	79		2.50%	2.50%	95%			
2026	~~Capital -Infrastructure~~	~~Terminal Roadway Improvements - Design & Construction (Partial CFC funded)~~	~~BIL/AIG~~	~~31~~		~~$800,000~~	~~30%~~	~~20%~~	~~50%~~	~~$240,000~~	~~$160,000~~	~~$400,000~~
	~~Capital -Infrastructure~~	~~GA Access Road Rehabilitation & Reconstruction Phase 2~~	~~BIL/AIG~~	~~53~~		~~$600,000~~	~~2.50%~~	~~2.50%~~	~~95%~~	~~$15,000~~	~~$15,000~~	~~$570,000~~
	Capital -Building	T-Hangar Replacement	BIL/AIG	11		$1,800,000	5%	0%	95%	$90,000	$0	$1,710,000
	~~Maintenance/Repairs~~	~~Terminal Furniture & Door Repairs~~	~~BIL/AIG~~	~~31~~		~~$360,000~~	~~2.50%~~	~~2.50%~~	~~95%~~	~~$9,000~~	~~$9,000~~	~~$342,000~~
	Maintenance/Repairs	Crack Seal & Painting	State	56		$75,000	50%	50%	0%	$37,500	$37,500	$0
	~~Maintenance/Repairs~~	~~Terminal Security Door Repairs (3 doors)~~	~~State~~	~~31~~		~~$100,000~~	~~10%~~	~~90%~~	~~0%~~	~~$10,000~~	~~$90,000~~	~~$0~~
	~~Capital -Equipment~~	~~Acquire Airport Ops Vehicle~~	~~State~~	~~22~~		~~$43,652~~	~~50%~~	~~50%~~	~~0%~~	~~$21,826~~	~~$21,826~~	~~$0~~
	~~Capital -Equipment~~	~~UTV/Tool Cat~~	~~State~~	~~22~~		~~$50,000~~	~~50%~~	~~50%~~	~~0%~~	~~$25,000~~	~~$25,000~~	~~$0~~
	Maintenance/Repairs	GA Terminal HVAC Repair	State	21		$200,000	50%	50%	0%	$100,000	$100,000	$0
	~~Maintenance/Repairs~~	~~Fuel Farm Repairs (Pump)~~	~~State~~	~~21~~		~~$76,010~~	~~50%~~	~~50%~~	~~0%~~	~~$38,005~~	~~$38,005~~	~~$0~~
	~~Maintenance/Repairs~~	~~Fuel Farm Improvements~~	~~State~~	~~22~~		~~$50,000~~	~~50%~~	~~50%~~	~~0%~~	~~$25,000~~	~~$25,000~~	~~$0~~
	~~Maintenance/Repairs~~	~~Hangar Demolition/Relocation - Environmental Review~~	~~State~~	~~42~~		~~$100,000~~	~~50%~~	~~50%~~	~~0%~~	~~$50,000~~	~~$50,000~~	~~$0~~

$4,100,000 <<mill and overlay cost

Table T5 - 2026 Capital Improvement Plan City Council Approved Budget and Table 1

Capital Item			COST CENTER ALLOCATION									
			Terminal		Airfield		ARFF		Other		Total	
Capital 2026	**2026 City Approved Budget**	**Annual Amortization (10 years)**	**Budget**	**%**	**Budget**	**%**	**Budget**	**%**	**Budget**	**%**	**Budget**	**0%**
Runway 8/26 Rehabilitation & Taxiway B - Phase 1 & 2	$333,750	$33,375	$0	0%	$33,375	100%	$0	0%	$0	0%	$33,375	100%
Runway 8/26 Rehabilitation - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
Runway 8/26 Rehabilitation - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
Runway 8 Threshold Relocation - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
Taxiway B Intersection Reconfiguration - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
Taxiway B South Reconstruction - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
Runway 8/26 Lighting Replacement - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
REIL Replacement - Construction			$0	0%	$0	100%	$0	0%	$0	0%	$0	100%
T-Hangar Replacement	$90,000		$0	0%	$0	0%	$0	0%	$90,000	100%	$90,000	100%
Total Capital	**$423,750**	**$33,375**	**$0**	**0%**	**$33,375**	**27%**	**$0**	**0%**	**$90,000**	**73%**	**$123,375**	**100%**

Table T6 - PFCs	
	2026 Projections
Beginning Balance	$0
PFC Collections - Projected 2026	
Enplaned Passengers (000s)	187,950
% Enplaned Passengers paying PFCs	96%
PFC Enplaned Passengers - Net	180,432
PFC Rate	$4.50
Less: Admin. Fee	$0.11
Adjusted PFC Rate	$4.39
Projected PFC Collections	**$792,098**
Budgeted	$700,000

T7 - Terminal Room Schedule

Number	Description	Total SF	Common	Preferential	Joint Use	Other Rentable	Building	Total
1100	BAGGAGE CLAIM	10,268			10,268			10,268
1101	RAC 3 OFFICE - AVIS AND COUNTER	450				450		450
1102	RAC 4 OFFICE - HERTZ OFFICE COUNTER/QUEUE	465				465		465
1103	MECH	49					49	49
1104	ELECT	108					108	108
1105	TUG TUNNEL	6,794			6,794			6,794
1107	COMM	108					108	108
1108	LOBBY	159	159					159
1109	TRITURATOR	275			275			275
1200	VESTIBULE - WEST	288	288					288
1201	VESTIBULE - CAR RENTAL	176	176					176
1202	RAC 5 OFFICE AND COUNTER - AIRPORT	434				434		434
1203	QUEUE- (Included in counter calculation)							
1204	RAC 1 OFFICE - ENTERPRISE OFFICE AND COUNTER	450				450		450
1205	RAC 2 OFFICE - NATIONAL/ALAMO OFFICE AND COUNTER	450				450		450
1301	BSO A	349			349			349
1302	INFO	133					133	133
1303	CONFERENCE	356	356					356
1303A	CLOSET	91					91	91
1304	VENDING	81					81	81
1305	MEN	302	302					302
1306	WOMEN	326	326					326
1307	TUG PARKING	370			370			370
1308	RR - TUG TUNNEL	67			67			67
1309	FIRE	31					31	31
1310	STORAGE - GLYCOL DELTA	579		579				579
1311	FUTURE OPS (CITY)	229				229		229
1312	FUTURE OPS (CITY)	225				225		225
1313	FUTURE OPS (CITY)	176				176		176
1314	RR - FAMILY	89	89					89
1315	STOR	56					56	56
1317 / 1319	DELTA OPS / BREAKROOM	668		668				668
1320	STORAGE	181					181	181
1321	RESTROOM - TUG TUNNEL	68			68			68
1501	JANITORIAL	201					201	201
1502	CONCESSIONS	360				360		360
1503	ELEC	214					214	214
1504	EMR 6-1	11					11	11
1505	STORAGE - AIRPORT	296					296	296
1506	TENANT CONFERENCE	207	207					207
1507	BADGING OFFICE	100					100	100
1508	COMM	198					198	198
1509	BAGGAGE MAKEUP	11,643			11,643			11,643
1600	VEST - CENTER	361	361					361
1601	ENTRY HALL	5,509	5,509					5,509
1700	VEST - LOADING DOCK	135	135					135
1701	OSB - DOORWAY ENTRY TO BAGGAGE/SECURITY	114			114			114
1702	CIRCULATION	1,239	1,239					1,239
1703	ATO DELTA	240		240				240
1703A	ATO DELTA TRAINING	149		149				149
1703B	ATO DELTA MANAGER	161		161				161
1703C	ATO DELTA SUPERVISOR	140		140				140
1704	ATO DELTA STORAGE	207		207				207
1705	ATO VACANT	652				652		652
1706 / 1706A	ATO UNITED ADMIN AND BREAK	370		370				370
1706B	ATO UNITED GM OFFICE	124		124				124
1706C	ATO UNITED CLOSEOUT/SERVICE	101		101				101
1706D	ATO UNITED AIRPORT SUPERVISOR/TRAINING	158		158				158
1706E	ATO UNITED STORAGE	145		145				145
1707	ATO ALLEGIANT	100		100				100
1709	POLICE / OFFICE	197					197	197

Preferential Use Space	Room Schedule SF
Delta	
STORAGE - GLYCOL DELTA	579
DELTA OPS / BREAKROOM	668
ATO DELTA	240
ATO DELTA TRAINING	149
ATO DELTA MANAGER	161
ATO DELTA SUPERVISOR	140
ATO DELTA STORAGE	207
TICKET LOBBY QUEUE DELTA 6 POS @ 20FT DEEP	685
TICKET COUNTER DELTA- 6 POS	310
Total Delta	**3,139**
United	
ATO UNITED ADMIN AND BREAK	370
ATO UNITED GM OFFICE	124
ATO UNITED CLOSEOUT/SERVICE	101
ATO UNITED AIRPORT SUPERVISOR/TRAINING	158
ATO UNITED STORAGE	145
TICKET LOBBY QUEUE UNITED 4 POS @ 20FT DEEP	457
TICKET COUNTER UNITED- 4 POS	206
Total United	**1,561**
Allegiant	
ATO ALLEGIANT	100
TICKET LOBBY QUEUE ALLEGIANT 2 POS @ 20FT DEEP	229
TICKET COUNTER ALLEGIANT 2 POS	102
Total Allegiant	**431**
Total Airline Preferential	**5,131**

Joint Use Space	Room Schedule SF
BAGGAGE CLAIM	10,268
TUG TUNNEL	6,794
TRITURATOR	275
BSO A	349
TUG PARKING	370
RR - TUG TUNNEL	67
RESTROOM - TUG TUNNEL	68
BAGGAGE MAKEUP	11,643
OSB - DOORWAY ENTRY TO BAGGAGE/SECURITY	114
MAIN COMM	273
TSA - BAGGAGE SCREENING	5,240
WAITING - NEAR GATE 5	2,192
GATE 6	297
HOLD ROOM 6	1,098
VEST	64
SECURITY EXIT LANE	449
HOLD ROOM 4	1,405
GATE 4	276
HOLD ROOM 5	1,061
GATE 5	553
PAX SCREENING - TSA	4,187
PRIVACY AREA - TSA	133
SUPERVISOR - TSA	64
GATE 3	481
GATE 1	408
HOLD ROOM 1	1,835
HOLD ROOM 2	1,835

1710	MAIN COMM	273			273		136	409
1711	TSA - BAGGAGE SCREENING	5,240			5,240			5,240
1712	OSR	142					142	142
1713	TSA - CBRA	682					682	682
1714	BCR	151					151	151
1715	PARTS	149					149	149
1716	PARTS	131					131	131
1717	BUILDING STOR	188					188	188
1718	OFFICE	66				66		66
1719	CONCESSION STORAGE	171				171		171
1720	GEOTHERMAL DOMESTIC FIRE	415					415	415
1721	ELECT	163					163	163
1722	ELECT	91					91	91
1723	BOILER	720					720	720
1725	LOADING DOCK	701					701	701
1800	VEST - EAST	281	281					281
1801	CIRCULATION	8,986	8,986					8,986
1802	TICKETING LOBBY- PUBLIC CIRC	3,046	3,046					3,046
1802	TICKET LOBBY- QUEUE- 1,600 SF TOTAL							
	TICKET LOBBY QUEUE DELTA 6 POS @ 20FT DEEP	685		685				685
	TICKET LOBBY QUEUE UNITED 4 POS @ 20FT DEEP	457		457				457
	TICKET LOBBY QUEUE ALLEGIANT 2 POS @20FT DEEP	229		229				229
	TICKET LOBBY QUEUE CITY 2 POS @20FT DEEP	229				229		229
1803	TICKETING COUNTER- 720SF TOTAL							
	TICKET COUNTER DELTA- 6 POS	310		310				310
	TICKET COUNTER UNITED- 4 POS	206		206				206
	TICKET COUNTER ALLEGIANT 2 POS	102		102				102
	TICKET COUNTER CITY - 2 POS plus Additional	102				102		102
2101	ELEC	140					140	140
2102	COMM	64					64	64
2103	OFFICE - ADMIN	191					191	191
2104	OFFICE - ADMIN	139					139	139
2105	OFFICE - ADMIN	175					175	175
2106	OFFICE - ADMIN	192					192	192
2107	FILES/OPEN - ADMIN	384					384	384
2108	RR - ADMIN	58					58	58
2109	COMM - ADMIN	58					58	58
2110	WAITING - NEAR GATE 5	2,192			2,192		630	2,822
2111	GATE 6	297			297			297
2112	HOLD ROOM 6	1,098			1,098			1,098
2113	VEST	64			64			64
2114	CIRC - ADMIN	477					477	477
2302	SECURITY EXIT LANE	449			449			449
2303	HOLD ROOM 4	1,405			1,405			1,405
2304	GATE 4	276			276			276
2305	WOMEN'S	328	328					328
2306	MEN'S	332	332					332
2307	MENS SINGLE	65	65					65
2308	JAN	87					87	87
2309	WOMENS SINGLE	65	65					65
2310	HOLD ROOM 5	1,061			1,061			1,061
2311	GATE 5	553			553			553
2313	STOR - ADMIN	119					119	119
2314	OFFICE- ADMIN	206					206	206
2315	AIRPORT DIRECTOR	392					392	392
2316	CLOSET - ADMIN	19					19	19
2318	WORK ROOM / KITCHENETTE	229					229	229
2319	RECEPT - ADMIN	666					666	666
2321	CONFERENCE - ADMIN / PUBLIC	717					717	717
2322	COMM/ELEC	153					153	153
2323	RETAIL	226				226		226
2500	MEZZANINE	4,732	4,732					4,732
2501	MEET / GREET	858	858					858
2502	PAX SCREENING - TSA	4,187			4,187			4,187
2503	PRIVACY AREA - TSA	133			133			133
2504	SUPERVISOR - TSA	64			64			64
2506	HOLD ROOM 3	1,361			1,361			1,361

GATE 2	433
PASSENGER LOADING BRIDGES @ 500SF each	2,000
QUEUE- TSA AREA	1,163
Total Joint Use	**55,395**

Other Tenant Rentable Space	Room Schedule SF
RAC 3 OFFICE - AVIS AND COUNTER	450
RAC 4 OFFICE - HERTZ OFFICE COUNTER/QUEUE	465
RAC 5 OFFICE AND COUNTER - AIRPORT	434
RAC 1 OFFICE - ENTERPRISE OFFICE AND COUNTER	450
RAC 2 OFFICE - NATIONAL/ALAMO OFFICE AND COUNTE	450
FUTURE OPS (CITY)	229
FUTURE OPS (CITY)	225
FUTURE OPS (CITY)	176
CONCESSIONS	360
ATO VACANT	652
OFFICE	66
CONCESSION STORAGE	171
TICKET LOBBY QUEUE CITY 2 POS @20FT' DEEP	229
TICKET COUNTER CITY - 2 POS plus Additional	102
RETAIL	226
SEATING - RESTAURANT	1,257
CONCESSIONS - RESTAURANT	307
KITCHEN - RESTAURANT	447
PANTRY - RESTAURANT	49
SALLY PORT	44
OFFICE	171
TSA BREAK	325
OPEN OFFICE (TSA)	357
LAB (TSA)	211
OFFICE (TSA)	110
STORAGE (TSA)	167
EMR 7-1 (TSA)	32
COMM (TSA)	99
Total Other Tenant Rentable Space	**8,260**

2507	CIRC	5,754					5,754	5,754
2508	SEATING - RESTAURANT	1,257				1,257		1,257
2509	CONCESSIONS - RESTAURANT	307				307		307
2510	KITCHEN - RESTAURANT	447				447		447
2510B	PANTRY - RESTAURANT	49				49		49
2511	GATE 3	481			481			481
2512	SALLY PORT	44				44		44
2513	OFFICE	171				171		171
2701	CIRCULATION	244					244	244
2702	TSA BREAK	325				325		325
2704	STORAGE	343					343	343
2705	ELECT	91					91	91
2706	COMM	186					186	186
2707	MECH	378					378	378
2708	JAN	68					68	68
2709	RR - FAMILY	82	82					82
2710	WOMEN	360	360					360
2711	MEN	352	352					352
2712	GATE 1	408			408			408
2713	HOLD ROOM 1	1,835			1,835			1,835
2714	CONCESSIONS - VACANT	246					246	246
2715	HOLD ROOM 2	1,835			1,835			1,835
2716	GATE 2	433			433			433
	PASSENGER LOADING BRIDGES @ 500SF each	2,000			2,000			2,000
2717	CIRCULATION	720					720	720
2718	QUEUE- TSA AREA	1,163			1,163			1,163
2720	OPEN OFFICE (TSA)	357				357		357
2721	LAB (TSA)	211				211		211
2722	OFFICE (TSA)	110				110		110
2723	STORAGE (TSA)	167				167		167
2724	RR - 2ND FLOOR HALLWAY - AIRPORT	49	49				49	98
2725	EMR 7-1 (TSA)	32				32		32
2726	COMM (TSA)	99				99		99
3301	MECH	7,277					7,277	7,277
EL11	ELEV 1-1	75	75					75
EL61	ELEV 6-1	75	75					75
EL71	ELEV 7-1	90					90	90
ES41	ESC 4-1	142	142					142
ES61	ESC 6-1	134	134					134
S11	STAIR 1-1	390	390					390
S31	STAIR 3-1	183					183	183
S31A	VESTIBULE	37	37					37
S32	STAIR 3-2	268	268					268
S41	STAIR 4-1	146	146					146
S61	STAIR 6-1	141	141					141
S71	STAIR 7-1	548					548	548
S72	STAIR 7-2	275	275					275
	Total	**126,695**	**30,366**	**5,131**	**56,756**	**8,260**	**26,997**	**127,510**

Total Rentable	**70,147**
Total Airline Preferential Use and Joint Use	**61,887**

Key	Color
Joint Use Space	Green
Preferential Use - Delta	Blue
Preferential Use - United	Salmon
Preferential Use - Allegiant	Yellow
Rentable - Other Tenant	Light Green

TABLE T8 REVENUE SHARING

(Fiscal Year Ending December 31)

		2026 Budget
Budgeted Landing Fee		$665,870
Budgeted ARFF Reimbursement		$118,192
Budgeted Airline Rent		$1,398,175
Non-Airline Revenue		$4,162,637
Total Budgeted Revenue	**[A]**	**$6,344,873**
Less:		
Operating Expenses		$5,636,072
Total	**[B]**	**$5,636,072**
Surplus Available to Share	**[C=A-B]**	**$708,802**
Rent Subsidy to Meet Terminal Rent Difference Bwtween Calculated and Budgeted		$328,006
Landing Fee Subsidy to Meet Landing Fee Difference Between Calculated abd Budgeted		$1,624,253
ARFF Subsidy to Meet ARFF Shortfall		-$3,755
Total Subsidy to Meet Projected Rate Requirement		***$1,948,504***
Remaining Balance		**-$1,239,703**

TABLE T9 LANDING FEE AND ARFF CALCULATION

(Fiscal Years Ending December 31)

LANDING FEE		
Airfield Requirement:		**2026 Budget**
Airfield Operating Expenses Excluding Depreciation and Excluding ARFF Requirement		$2,208,869
Debt Service (included in operating expenses)		$0
Capital Outlay		$33,375
Total Airfield Requirement:	**[A]**	**$2,242,244**
Airfield Direct Credits:		
Allocated Airfield Credits		$81,000
Non-Operating Revenue-Grants		$0
Total Airfield Credits	**[D]**	**$81,000**
Airfield Requirement Without Subsidy	**[E=C-D]**	**$2,161,244**
Landed Weight (1000-lb units):	**[F]**	**213,941**
Calculated Landing Fee Rate (per 1000-lb units) Full Cost Recovery	[G=E/F]	***$10.10***
Targeted 2026 Rate		**$2.51**
Budgeted Landing Fee		**$665,870**
Calculated Rate With $2.51 Landing Fee		**$536,991**
Discretionary Revenue Share Credit Required to meet 2026 LF Target of $2.50/1000lb units	***[H]***	***$1,624,253***

ARFF CHARGES		
Airfield Requirement:		**2026 Budget**

TABLE T10 RENTABLE TERMINAL RENTAL RATE CALCULATION

(Fiscal Years Ending December 31)

Airline Terminal Requirement	2026 Budget
Total Terminal Operating Expenses Excluding Depreciation	$2,194,697
Debt Service (included in operating expenses)	$0
Capital Outlay	$0
Calculated Total Terminal Requirement	**$2,194,697**
Terminal Direct Credits:	
Allocated Terminal Credits	$319,516
Non-Operating Revenue-Grants	$0
Total Terminal Credits	**$319,516**
Net Terminal Requirement Before Revenue Sharing	**$1,875,181**
Total Terminal Rentable Square Footage	
Preferential Use Space - Airlines	5,131
Joint Use Space - Airlines	56,756
Other Tenant Rentable	8,260
Total Terminal Rentable Square Footage	**70,147**
Total Terminal Requirement	**$1,875,181**
Calculated Terminal Rental Rate at Cost Recovery - Rentable SF	**$26.73**
Airline Rentable Space	
Preferential Use Premises	5,131
Joint Use Premises	56,756
Total Airline Rented Premises	**61,887**
Calculated Airline Revenue for Preferential Use and Joint Use Space No Subsidy	**$1,654,383**
Budgeted Airline Space Rentals	**$1,398,175**
Targeted 2026 Rental Rate (current rate)	**$25.00**
Projected Airline Rent at Projected Rate	**$1,547,175**
Discretionary Revenue Share Required to meet 2026 Rental Rate Target of $25.00/SF	**$328,006**

TABLE T-11 JOINT USE SPACE ALLOCATION

JOINT USE SPACE 100% ENPLANEMENT BASED

JOINT USE 2026 PROJECTED ALLOCATION BASED IN BUDGETED ENPLANEMENTS

	2026 Budget
Total building square footage (Existing)	126,695
Total Rentable Square Footage	70,147
Total Airline Square Footage (Joint and Preferential)	75,789
Airline Rent Requirement at Adopted $25.00/SF Rate for Rented Space	$1,547,175
Airline Base Rate Cost Per SF	**$25.00**

Projected 2026 Enplanements	Total	Market Share
Delta	86,239	**46%**
Allegiant	41,511	**22%**
United	60,200	**32%**
Total	**187,950**	**100%**

Joint Use Allocation Summary - 100% Enplanements Projected 2026 Enplanements

Joint Use Requirement	$1,384,875			
Summary Joint Use Requirement	**Delta**	**Allegiant**	**United**	**Total**
2026 Projected Enplanements	**86,239**	**41,511**	**60,200**	**187,950**
Market Share	46%	22%	32%	100%
100% Enplanements	$635,434	$305,866	$443,575	$1,384,875
Total	**$635,434**	**$305,866**	**$443,575**	**$1,384,875**

2026 Projected Total Rental Requirement

Total Rent By Airline	Preferential	Joint Use (est)	Total
Delta	$78,475	$635,434	$713,909
Allegiant	$39,025	$305,866	$344,891
United	$10,775	$443,575	$454,350
Total	**$128,275**	**$1,384,875**	**$1,513,150**

Airline Preferential Space Terminal

Delta	Square Feet	2026 Rate	2026 Total
STORAGE - GLYCOL DELTA	579	$25.00	$14,475
DELTA OPS / BREAKROOM	668	$25.00	$16,700
ATO DELTA	240	$25.00	$6,000
ATO DELTA TRAINING	149	$25.00	$3,725
ATO DELTA MANAGER	161	$25.00	$4,025
ATO DELTA SUPERVISOR	140	$25.00	$3,500
ATO DELTA STORAGE	207	$25.00	$5,175
TICKET LOBBY QUEUE DELTA 6 POS @ 20FT DEEP	685	$25.00	$17,125
TICKET COUNTER DELTA- 6 POS	310	$25.00	$7,750
Total Delta	**3,139**		**$78,475**

United	Square Feet	2026 Rate	2026 Total
ATO UNITED ADMIN AND BREAK	370	$25.00	$9,250
ATO UNITED GM OFFICE	124	$25.00	$3,100
ATO UNITED CLOSEOUT/SERVICE	101	$25.00	$2,525
ATO UNITED AIRPORT SUPERVISOR/TRAINING	158	$25.00	$3,950
ATO UNITED STORAGE	145	$25.00	$3,625
TICKET LOBBY QUEUE UNITED 4 POS @ 20FT DEEP	457	$25.00	$11,425
TICKET COUNTER UNITED- 4 POS	206	$25.00	$5,150
Total United	**1,561**		**$39,025**

Allegiant	Square Feet	2026 Rate	2026 Total
ATO ALLEGIANT	100	$25.00	$2,500
TICKET LOBBY QUEUE ALLEGIANT 2 POS @ 20FT DE	229	$25.00	$5,725
TICKET COUNTER ALLEGIANT 2 POS	102	$25.00	$2,550
Total Allegiant	**431**		**$10,775**
Total Airline Leased Preferential Space	**5,131**		**$128,275**

Joint Use Space - Terminal

Category	Square Feet	2026 Rate	2026 Total
BAGGAGE CLAIM	10,268	$25.00	$256,700
TUG TUNNEL	6,794	$25.00	$169,850
TRITURATOR	275	$25.00	$6,875
BSO A	349	$25.00	$8,725
TUG PARKING	370	$25.00	$9,250
RR - TUG TUNNEL	67	$25.00	$1,675
RESTROOM - TUG TUNNEL	68	$25.00	$1,700
BAGGAGE MAKEUP	11,643	$25.00	$291,075
OSB - DOORWAY ENTRY TO BAGGAGE/SECURITY	114	$25.00	$2,850
MAIN COMM	273	$25.00	$6,825
TSA - BAGGAGE SCREENING	5,240	$25.00	$131,000
WAITING - NEAR GATE 5	2,192	$25.00	$54,800
GATE 6	297	$25.00	$7,425
HOLD ROOM 6	1,098	$25.00	$27,450
VEST	64	$25.00	$1,600
SECURITY EXIT LANE	449	$25.00	$11,225
HOLD ROOM 4	1,405	$25.00	$35,125
GATE 4	276	$25.00	$6,900
HOLD ROOM 5	1,061	$25.00	$26,525
GATE 5	553	$25.00	$13,825
PAX SCREENING - TSA	4,187	$25.00	$104,675
PRIVACY AREA - TSA	133	$25.00	$3,325
SUPERVISOR - TSA	64	$25.00	$1,600
GATE 3	481	$25.00	$12,025
GATE 1	408	$25.00	$10,200
HOLD ROOM 1	1,835	$25.00	$45,875
HOLD ROOM 2	1,835	$25.00	$45,875
GATE 2	433	$25.00	$10,825
PASSENGER LOADING BRIDGES @ 500SF each	2,000	$25.00	$50,000
QUEUE- TSA AREA	1,163	$25.00	$29,075
Total Joint Use Space	**55,395**		**$1,384,875**

Total Rented AirlineSquare Footage	Total SF	Rent
Preferential Use	5,131	$128,275
Joint Use	55,395	$1,384,875
Total	**60,526**	**$1,513,150**

Table T12 - CPE

2026 CPE

	2026 Budget
Airline Landing Fees & ARFF	$657,995
Total Airline Rent	$1,513,150
Total Airline Costs	$2,171,145
Enplanements (est)	187,950
Airline Cost per Enplanement	**$11.55**

CPE by Airline	Rent	Landing Fees & ARFF	Total	Enplanements	CPE
Delta	$713,909	$329,624	$1,043,533	83,727	$12.46
Allegiant	$344,891	$145,340	$490,231	40,302	$12.16
United	$454,350	$183,031	$637,381	57,885	$11.01
Total	**$1,513,150**	**$657,995**	**$2,171,145**	**181,914**	**$11.94**

U.S. DOT T-100 Summary Report for Sched. Passenger flights from MOT for travel between January 2023 and June 2024 (down)

Some values may be shown rounded.
All flights, seats, and ASMs given are per month.
T100 international data is only available through June 2024.

Mkt Al	Dest	Date	Deps	Seats	Onboards	Load Factor
DL	MSP	Jan 2023	88	6,658	5,356	80.44
DL	MSP	Feb 2023	81	6,114	4,739	77.50
DL	MSP	Mar 2023	112	8,438	6,534	77.43
DL	MSP	Apr 2023	118	8,956	6,619	73.90
DL	MSP	May 2023	120	9,114	7,390	81.08
DL	MSP	Jun 2023	116	8,804	7,774	88.30
DL	MSP	Jul 2023	115	8,728	7,875	90.23
DL	MSP	Aug 2023	120	9,060	7,800	86.09
DL	MSP	Sep 2023	110	8,316	7,092	85.28
DL	MSP	Oct 2023	117	8,880	7,207	81.15
DL	MSP	Nov 2023	113	8,490	6,919	81.50
DL	MSP	Dec 2023	118	8,924	6,559	73.50
DL	MSP	Jan 2024	85	6,416	5,119	79.78
DL	MSP	Feb 2024	83	6,299	5,354	84.99
DL	MSP	Mar 2024	90	6,802	5,946	87.41
DL	MSP	Apr 2024	89	6,755	5,669	83.92
DL	MSP	May 2024	93	7,047	6,266	88.92
DL	MSP	Jun 2024	102	7,702	6,852	88.96
		Jul 2024	116	8,816	7,954	90.23
		Aug 2024	114	8,664	7,459	86.09
		Sep 2024	109	8,284	7,065	85.28
		Oct 2024	116	8,816	7,155	81.15
		Nov 2024	105	7,650	6,234	81.50
		Dec 2024	120	8,808	6,474	73.50
		Jan 2025	93	6,416	5,197	81%
		Feb 2025	83	6,299	5,354	85%
		Mar 2025	96	6,802	5,918	87%
		Apr 2025	89	6,755	5,607	83%
		May 2025	93	7,047	6,272	89%
		Jun 2025	110	7,702	6,855	89%
		Jul 2025	118	8,816	7,846	89%
		Aug 2025	119	8,664	7,624	88%
		Sep 2025	109	8,284	7,290	88%
		Oct 2025	116	8,816	7,405	84%
		Nov 2025	105	7,650	6,426	84%
		Dec 2025	120	8,808	7,487	85%
			1,251		79,281	

MOT: 2024 Forecast by Airline

	Departs	Seats	Enpl Pax	LF
DL	1,221	92,059	77,545	84.2%
G4	361	62,949	51,942	82.5%
UA	746	41,467	37,141	89.6%
Total	2,327	196,475	166,628	84.8%

MOT: 2025 Forecast by Airline

	Departs	Seats	Enpl Pax	LF
DL	1,251	94,360	79,281	84.0%
G4	382	66,656	55,142	82.7%
UA	771	42,918	37,141	86.5%
Total	2,404	203,934	171,563	84.1%

	Travel Period	January 1, 2024 - December 31, 2024			January 1, 2019 - December 31, 2019			Diff			Percent Diff		
Mkt Al	Aircraft Type	Flights	Seats	ASMs	Flights	Seats	ASMs	Flights	Seats	ASMs	Flights	Seats	ASMs
UA	CRJ	576	28,800	17,395,200	268	13,400	8,093,600	308	15,400	9,301,600	114.9%	114.9%	114.9%
UA	CRJ-700	46	3,220	1,944,880	2	140	84,560	44	3,080	1,860,320	2,200.0%	2,200.0%	2,200.0%
UA	E-175 Enhanced Winglets	138	10,194	6,157,176	0	0	0	138	10,194	6,157,176	-	-	-
UA	ERJ-145	0	0	0	618	30,900	18,663,600	(618)	(30,900)	(18,663,600)	(100.0%)	(100.0%)	(100.0%)
	TOTAL	760	42,214	25,497,256	888	44,440	26,841,760	(128)	(2,226)	(1,344,504)	(14.4%)	(5.0%)	(5.0%)

G4	AZA	Jan 2023	10	1,860	1,722	92.58
G4	AZA	Feb 2023	10	1,860	1,766	94.92
G4	AZA	Mar 2023	14	2,604	2,435	93.49
G4	AZA	Apr 2023	12	2,232	1,939	86.87
G4	AZA	May 2023	4	744	630	84.61
		Jun 2023				
		Jul 2023				
		Aug 2023				
		Sep 2023				
G4	AZA	Oct 2023	8	1,461	1,228	84.02
G4	AZA	Nov 2023	8	1,488	1,311	88.07
G4	AZA	Dec 2023	13	2,418	2,172	89.83
G4	AZA	Jan 2024	13	2,325	2,001	86.06
G4	AZA	Feb 2024	12	2,232	2,079	93.12
G4	AZA	Mar 2024	16	2,976	2,755	92.56
G4	AZA	Apr 2024	13	2,418	1,872	77.42
G4	AZA	May 2024	13	2,370	1,615	68.12
G4	AZA	Jun 2024	12	2,141	1,438	67.18
G4	AZA	Jul 2024	13	2,418	2,182	90.23
G4	AZA	Aug 2024	9	1,674	1,339	80.00
G4	AZA	Sep 2024	9	1,656	1,325	80.00
G4	AZA	Oct 2024	12	2,208	1,792	81.15
G4	AZA	Nov 2024	15	2,790	2,274	81.50
G4	AZA	Dec 2024	19	3,420	2,514	73.50
G4	AZA	Jan 2025	19	3,420	2,943	86.06
G4	AZA	Feb 2025	16	2,880	2,682	93.12
G4	AZA	Mar 2025	18	3,240	2,999	92.56
G4	AZA	Apr 2025	15	2,700	2,090	77.42
G4	AZA	May 2025	13	2,418	1,647	68.12
G4	AZA	Jun 2025	13	2,418	1,624	67.18
G4	AZA	Jul 2025	13	2,418	2,182	90.23
G4	AZA	Aug 2025	9	1,674	1,339	80.00
G4	AZA	Sep 2025	9	1,656	1,325	80.00
G4	AZA	Oct 2025	12	2,208	1,792	81.15
G4	AZA	Nov 2025	15	2,790	2,274	81.50
G4	AZA	Dec 2025	19	3,420	2,514	73.50
			156	28,628	23,183	81.0%
			171	31,242	25,411	81.3%

G4	LAS	Jan 2023	8	1,488	1,273	85.55
G4	LAS	Feb 2023	8	1,398	1,283	91.77
G4	LAS	Mar 2023	10	1,770	1,532	86.55
G4	LAS	Apr 2023	7	1,092	1,029	94.18
G4	LAS	May 2023	7	1,092	1,037	94.96
G4	LAS	Jun 2023	9	1,476	1,338	90.65
G4	LAS	Jul 2023	9	1,404	1,345	95.80
G4	LAS	Aug 2023	9	1,404	1,302	92.74
G4	LAS	Sep 2023	8	1,338	1,112	83.11
G4	LAS	Oct 2023	7	1,092	935	85.62
G4	LAS	Nov 2023	10	1,650	1,295	78.48
G4	LAS	Dec 2023	11	1,908	1,630	85.40
G4	LAS	Jan 2024	9	1,407	1,178	83.72
G4	LAS	Feb 2024	9	1,494	1,322	88.45
G4	LAS	Mar 2024	10	1,704	1,521	89.23

Operations

		AZA	LAS	SFB	Total
Jan	G4	19	9	9	37
Feb	G4	16	9	8	33
Mar	G4	18	10	9	37
Apr	G4	15	8	8	31
May	G4	13	8	9	30
June	G4	13	11	9	33
July	G4	13	18	8	39
Aug	G4	9	9	9	27
Sep	G4	9	9	4	22
Oct	G4	12	8	8	28
Nov	G4	15	9	9	33
Dec	G4	19	4	9	32
Total		171	112	99	382

Passengers

		AZA	LAS	SFB	Total
Jan	G4	2,943	1,178	1,405	5,527
Feb	G4	2,682	1,322	1,333	5,336
Mar	G4	2,999	1,521	1,566	6,086
Apr	G4	2,090	1,103	1,219	4,412
May	G4	1,647	1,093	1,259	3,999
June	G4	1,624	1,390	1,100	4,115
July	G4	2,182	2,690	952	5,823
Aug	G4	1,339	1,447	1,042	3,827
Sep	G4	1,325	1,219	496	3,040
Oct	G4	1,792	1,087	999	3,877
Nov	G4	2,274	1,168	1,228	4,670
Dec	G4	2,514	605	1,312	4,430
Total		25,411	15,820	13,910	55,142

G4	LAS	Apr 2024	8	1,248	1,103	88.38				
G4	LAS	May 2024	8	1,248	1,093	87.54				
G4	LAS	Jun 2024	11	1,716	1,390	81.00				
		Jul 2024	18	2,808	2,690	95.80				
		Aug 2024	9	1,560	1,447	92.74				
		Sep 2024	9	1,467	1,219	83.11				
		Oct 2024	8	1,269	1,087	85.62				
		Nov 2024	9	1,488	1,168	78.48				
		Dec 2024	4	708	605	85.40	112	18,117	15,820	87.3%
		Jan 2025	9	1,407	1,178	83.72				
		Feb 2025	9	1,494	1,322	88.45				
		Mar 2025	10	1,704	1,521	89.23				
		Apr 2025	8	1,248	1,103	88.38				
		May 2025	8	1,248	1,093	87.54				
		Jun 2025	11	1,716	1,390	81.00				
		Jul 2025	18	2,808	2,690	95.80				
		Aug 2025	9	1,560	1,447	92.74				
		Sep 2025	9	1,467	1,219	83.11				
		Oct 2025	8	1,269	1,087	85.62				
		Nov 2025	9	1,488	1,168	78.48				
		Dec 2025	4	708	605	85.40	112	18,117	15,820	87.3%

G4	SFB	Dec 2023	9	1,548	1,218	78.68				
G4	SFB	Jan 2024	8	1,434	1,197	83.44				
G4	SFB	Feb 2024	8	1,437	1,319	91.79				
G4	SFB	Mar 2024	8	1,464	1,341	91.60				
G4	SFB	Apr 2024	7	1,257	1,026	81.58				
G4	SFB	May 2024	9	1,467	1,184	80.71				
G4	SFB	Jun 2024	6	936	702	75.00				
G4	SFB	Jul 2024	9	1,488	1,116	75.00				
G4	SFB	Aug 2024	4	708	496	70.00				
G4	SFB	Oct 2024	8	1,332	932	70.00				
G4	SFB	Nov 2024	9	1,561	1,171	75.00				
G4	SFB	Dec 2024	9	1,572	1,237	78.68	94	16,204	12,938	79.8%
G4	SFB	Jan 2025	9	1,684	1,405	83.44				
G4	SFB	Feb 2025	8	1,452	1,333	91.79				
G4	SFB	Mar 2025	9	1,710	1,566	91.60				
G4	SFB	Apr 2025	8	1,494	1,219	81.58				
G4	SFB	May 2025	9	1,560	1,259	80.71				
G4	SFB	Jun 2025	9	1,467	1,100	75.00				
G4	SFB	Jul 2025	8	1,269	952	75.00				
G4	SFB	Aug 2025	9	1,488	1,042	70.00				
G4	SFB	Sep 2025	4	708	496	70.00				
G4	SFB	Oct 2025	8	1,332	999	75.00				
G4	SFB	Nov 2025	9	1,561	1,228	78.68				
G4	SFB	Dec 2025	9	1,572	1,312	83.44	99	17,297	13,910	80.4%

UA	DEN	Jan 2023	56	2,800	2,508	89.57
UA	DEN	Feb 2023	56	2,800	2,448	87.43
UA	DEN	Mar 2023	60	2,975	2,611	87.75
UA	DEN	Apr 2023	57	2,825	2,444	86.50

UA	DEN	May 2023	63	3,150	2,853	90.57
UA	DEN	Jun 2023	57	2,850	2,386	83.72
UA	DEN	Jul 2023	60	3,060	2,686	87.78
UA	DEN	Aug 2023	62	3,100	2,751	88.74
UA	DEN	Sep 2023	58	2,875	2,644	91.95
UA	DEN	Oct 2023	59	3,500	2,975	84.99
UA	DEN	Nov 2023	58	3,440	3,114	90.52
UA	DEN	Dec 2023	62	3,480	2,992	85.98
UA	DEN	Jan 2024	56	2,800	2,460	87.84
UA	DEN	Feb 2024	55	2,725	2,533	92.94
UA	DEN	Mar 2024	59	2,925	2,757	94.24
UA	DEN	Apr 2024	60	3,890	3,519	90.46
UA	DEN	May 2024	61	3,265	2,946	90.21
UA	DEN	Jun 2024	63	3,828	3,455	90.26
		Jul 2024	77	3,850	3,379	87.78
		Aug 2024	73	3,962	3,516	88.74
		Sep 2024	60	3,676	3,380	91.95
		Oct 2024	62	3,180	2,703	84.99
		Nov 2024	59	3,556	3,219	90.52
		Dec 2024	62	3,810	3,276	85.98
		Jan 2025	58	2,800	2,460	87.84
		Feb 2025	55	2,725	2,533	92.94
		Mar 2025	64	2,925	2,757	94.24
		Apr 2025	60	3,890	3,519	90.46
		May 2025	61	3,265	2,946	90.21
		Jun 2025	68	3,828	3,455	90.26
		Jul 2025	79	3,850	3,379	87.78
		Aug 2025	78	3,962	3,516	88.74
		Sep 2025	64	3,676	3,380	91.95
		Oct 2025	63	3,180	2,703	84.99
		Nov 2025	59	3,556	3,219	90.52
		Dec 2025	62	3,810	3,276	85.98
			771		37,141	

U.S. DOT T-100 Summary Report run on September 18, 2024 by SEH-MB with Parameters:

Marketing Airlines	
Operating Airlines	
Trip Origin	MOT
Trip Destination	
Markets	

Stage Length	0 To 25000 Miles
Show Marketing Airlines?	Yes
Show Operating Airlines?	No
Show Origins?	No
Show Destinations?	Yes
Directionality	Non-Directional (Averaged)
Show Aircraft Types?	No
Only Show Deps/Month >=	3
Show Results	Per Period
Service Type	Sched. Passenger
Aircraft Config	-ALL-
Aircraft Group	-ALL-
Aircraft Type	-ALL-
Travel Period	between January 2023 and June 2024 (down)
Show overlapping markets in both	Yes (Full Alpha), do not highlight rows with supplemental metrics

Schedule Monthly Summary Report for Passenger (Air - All) flights from MOT for travel between January 2023 and April 2025 (down)

All flights, seats, and ASMs given are per month.

Mkt Al	Date	Aircraft Type	Flights	Seats	ASMs
DL	Jan-23	CRJ-900	8	608	272,992
DL	Jan-23	E-175 Enhanced Winglets	85	6,460	2,900,540
DL	Feb-23	E-175 Enhanced Winglets	84	6,384	2,866,416
DL	Mar-23	CRJ-900	43	3,268	1,467,332
DL	Mar-23	E-175 Enhanced Winglets	73	5,548	2,491,052
DL	Apr-23	CRJ-900	17	1,292	580,108
DL	Apr-23	E-175 Enhanced Winglets	103	7,828	3,514,772
DL	May-23	E-175 Enhanced Winglets	120	9,120	4,094,880
DL	Jun-23	E-175 Enhanced Winglets	116	8,816	3,958,384
DL	Jul-23	CRJ-900	9	684	307,116
DL	Jul-23	E-175 Enhanced Winglets	105	7,980	3,583,020
DL	Aug-23	E-175 Enhanced Winglets	120	9,120	4,094,880
DL	Sep-23	E-175 Enhanced Winglets	110	8,360	3,753,640
DL	Oct-23	E-175 Enhanced Winglets	117	8,892	3,992,508
DL	Nov-23	E-175 Enhanced Winglets	112	8,512	3,821,888
DL	Dec-23	E-175 Enhanced Winglets	118	8,968	4,026,632
DL	Jan-24	E-175 Enhanced Winglets	95	7,220	3,241,780
DL	Feb-24	E-175 Enhanced Winglets	87	6,612	2,968,788
DL	Mar-24	E-175 Enhanced Winglets	93	7,068	3,173,532
DL	Apr-24	E-175 Enhanced Winglets	90	6,840	3,071,160
DL	May-24	E-175 Enhanced Winglets	93	7,068	3,173,532
DL	Jun-24	E-175 Enhanced Winglets	102	7,752	3,480,648
DL	Jul-24	E-175 Enhanced Winglets	116	8,816	3,958,384
DL	Aug-24	E-175 Enhanced Winglets	114	8,664	3,890,136
DL	Sep-24	E-175 Enhanced Winglets	109	8,284	3,719,516
DL	Oct-24	E-175 Enhanced Winglets	116	8,816	3,958,384
DL	Nov-24	E-175 Enhanced Winglets	105	7,650	3,434,850
DL	Dec-24	E-175 Enhanced Winglets	120	8,808	3,954,792
DL	Jan-25	E-175 Enhanced Winglets	115	8,284	3,719,516
DL	Feb-25	E-175 Enhanced Winglets	104	8,208	3,685,392
DL	Mar-25	E-175 Enhanced Winglets	122	9,272	4,163,128
DL	Apr-25	E-175 Enhanced Winglets	118	9,120	4,094,880
DL	May-25	E-175 Enhanced Winglets	118	9,120	
DL	Jun-25	E-175 Enhanced Winglets	90	6,930	
DL	Jun-25	CRJ 900	25	1,900	
DL	Jul-25	E-175 Enhanced Winglets	114	8,664	
DL	Jul-25	CRJ 900	5	380	
DL	Aug-25	E-175 Enhanced Winglets	90	6,840	
DL	Aug-25	CRJ 900	28	2,128	
DL	Sep-25	E-175 Enhanced Winglets	81	6,156	
DL	Sep-25	CRJ 900	35	2,660	
G4	Jan-23	A319	1	156	171,288
G4	Jan-23	A320	18	3,348	3,798,864
G4	Feb-23	A319	3	468	513,864
G4	Feb-23	A320	15	2,790	3,186,180
G4	Mar-23	A319	4	624	685,152
G4	Mar-23	A320	22	4,092	4,677,156
G4	Apr-23	A319	8	1,248	1,370,304
G4	Apr-23	A320	12	2,232	2,598,048
G4	May-23	A319	7	1,092	1,199,016
G4	May-23	A320	6	1,116	1,274,472
G4	Jun-23	A319	9	1,404	1,541,592
G4	Jul-23	A319	9	1,404	1,541,592
G4	Aug-23	A319	9	1,404	1,541,592
G4	Sep-23	A319	5	780	856,440
G4	Sep-23	A320	3	558	612,684

G4	Oct-23	A319	7	1,092	1,199,016
G4	Oct-23	A320	10	1,860	2,140,488
G4	Nov-23	A319	8	1,248	1,466,868
G4	Nov-23	A320	12	2,223	2,648,625
G4	Dec-23	A319	5	780	1,049,568
G4	Dec-23	A320	28	5,190	6,653,004
G4	Jan-24	A319	7	1,092	1,295,580
G4	Jan-24	A320	25	4,614	6,136,824
G4	Feb-24	A319	4	624	685,152
G4	Feb-24	A320	25	4,587	6,065,913
G4	Mar-24	A319	6	936	1,124,292
G4	Mar-24	A320	29	5,385	7,024,647
G4	Apr-24	A319	10	1,560	1,906,008
G4	Apr-24	A320	21	3,852	5,161,596
G4	May-24	A319	15	2,340	3,148,704
G4	May-24	A320	16	2,949	3,726,279
G4	Jun-24	A319	19	2,964	3,930,420
G4	Jun-24	A320	14	2,595	3,118,461
G4	Jul-24	A319	23	3,588	4,422,444
G4	Jul-24	A320	17	3,126	4,030,188
G4	Aug-24	A319	12	1,872	2,055,456
G4	Aug-24	A320	13	2,382	3,164,172
G4	Sep-24	A319	7	1,092	1,199,016
G4	Sep-24	A320	11	2,028	2,336,040
G4	Oct-24	A319	12	1,872	2,441,712
G4	Oct-24	A320	17	3,102	3,989,976
G4	Nov-24	A319	10	1,560	2,099,136
G4	Nov-24	A320	18	3,339	3,959,925
G4	Nov-24	B737-Max 8 Passenger	4	760	1,304,920
G4	Dec-24	A319	13	2,028	2,323,308
G4	Dec-24	A320	27	4,836	6,412,152
G4	Jan-25	A319	8	1,248	1,370,304
G4	Jan-25	A320	21	3,774	4,588,698
G4	Jan-25	B737-Max 8 Passenger	7	1,330	2,283,610
G4	Feb-25	A319	14	2,184	2,591,160
G4	Feb-25	A320	16	2,880	3,352,320
G4	Feb-25	B737-Max 8 Passenger	6	1,140	1,957,380
G4	Mar-25	A319	18	2,808	3,083,184
G4	Mar-25	A320	18	3,240	3,771,360
G4	Mar-25	B737-Max 8 Passenger	9	1,710	2,936,070
G4	Apr-25	A319	15	2,496	
G4	Apr-25	A320	21	3,774	
G4	Apr-25	B737-Max 8 Passenger	1	190	
G4	May-25	A319	6	936	
G4	May-25	A320	12	2,160	
G4	Jun-25	A319	3	468	
G4	Jun-25	A320	15	2,700	
G4	Jul-25	A319	4	624	
G4	Jul-25	A320	13	2,340	
G4	Aug-25	A319	4	624	
G4	Aug-25	A320	13	2,340	
G4	Sep-25	A319	9	1,404	
G4	Sep-25	A320	9	1,620	
UA	Jan-23	CRJ	62	3,100	1,872,400
UA	Feb-23	CRJ	19	950	573,800
UA	Feb-23	ERJ135/ ERJ140/ ERJ145	37	1,850	1,117,400
UA	Mar-23	CRJ	1	50	30,200
UA	Mar-23	ERJ135/ ERJ140/ ERJ145	61	3,050	1,842,200
UA	Apr-23	ERJ135/ ERJ140/ ERJ145	60	3,000	1,812,000
UA	May-23	ERJ135/ ERJ140/ ERJ145	62	3,100	1,872,400
UA	Jun-23	CRJ	37	1,850	1,117,400
UA	Jun-23	ERJ135/ ERJ140/ ERJ145	23	1,150	694,600

UA	Jul-23	CRJ	60	3,000	1,812,000
UA	Jul-23	CRJ-700	2	140	84,560
UA	Aug-23	CRJ	62	3,100	1,872,400
UA	Sep-23	CRJ	59	2,950	1,781,800
UA	Sep-23	CRJ-700	1	70	42,280
UA	Oct-23	CRJ	31	1,550	936,200
UA	Oct-23	CRJ-700	31	2,170	1,310,680
UA	Nov-23	CRJ	30	1,500	906,000
UA	Nov-23	CRJ-700	29	2,030	1,226,120
UA	Dec-23	CRJ	41	2,050	1,238,200
UA	Dec-23	CRJ-700	20	1,400	845,600
UA	Dec-23	ERJ135/ ERJ140/ ERJ145	1	50	30,200
UA	Jan-24	CRJ	62	3,100	1,872,400
UA	Feb-24	CRJ	58	2,900	1,751,600
UA	Mar-24	CRJ	62	3,100	1,872,400
UA	Apr-24	CRJ	16	800	483,200
UA	Apr-24	CRJ-700	44	3,080	1,860,320
UA	May-24	CRJ	52	2,600	1,570,400
UA	May-24	CRJ-700	2	140	84,560
UA	May-24	E-175 Enhanced Winglets	8	608	367,232
UA	Jun-24	CRJ	36	1,800	1,087,200
UA	Jun-24	E-175 Enhanced Winglets	27	2,052	1,239,408
UA	Jul-24	CRJ	77	3,850	2,325,400
UA	Aug-24	CRJ	61	3,050	1,842,200
UA	Aug-24	E-175 Enhanced Winglets	12	912	550,848
UA	Sep-24	CRJ	34	1,700	1,026,800
UA	Sep-24	E-175 Enhanced Winglets	26	1,976	1,193,504
UA	Oct-24	CRJ	58	2,900	1,751,600
UA	Oct-24	E-175 Enhanced Winglets	4	280	169,120
UA	Nov-24	CRJ	29	1,450	875,800
UA	Nov-24	E-175 Enhanced Winglets	30	2,106	1,272,024
UA	Dec-24	CRJ	31	1,550	936,200
UA	Dec-24	E-175 Enhanced Winglets	31	2,260	1,365,040
UA	Jan-25	CRJ	56	2,800	1,691,200
UA	Jan-25	E-175 Enhanced Winglets	6	456	275,424
UA	Feb-25	CRJ	40	2,000	1,208,000
UA	Feb-25	E-175 Enhanced Winglets	16	1,216	734,464
UA	Mar-25	CRJ	57	2,850	1,721,400
UA	Mar-25	E-175 Enhanced Winglets	5	380	229,520
UA	Apr-25	CRJ-200	30	1,500	1,812,000
UA	Apr-25	E-175 Enhanced Winglets	30	2,106	
UA	May-25	CRJ-200	71	3,550	
UA	May-25	E-175 Enhanced Winglets	42	2,940	
UA	Jun-25	CRJ-200	152	7,600	
UA	Jun-25	E-175 Enhanced Winglets	1	70	
UA	Jul-25	CRJ-200	156	7,800	
UA	Jul-25	E-175 Enhanced Winglets	1	70	
UA	Aug-25	CRJ-200	144	7,200	
UA	Aug-25	E-175 Enhanced Winglets	6	420	
UA	Sep-25	CRJ-200	125	6,250	
UA	Sep-25	E-175 Enhanced Winglets	7	490	
		TOTAL	5,500	450,544	########

Schedule Monthly Summary Report run on September 18, 2024 by SEH-MB with Parameters:

Marketing Airlines
Operating Airlines
Trip Origin MOT
Trip Destination
Markets

Stage Length	0 To 25000 Miles
Stops	0
Seats Lower Bound	0 Seats Upper Bound 999
Show Marketing Airlines?	Yes
Show Operating Airlines?	No
Show Origins?	No
Show Destinations?	No
Show Manufacturers?	No
Show Major Types?	No
Show Aircraft Families?	No
Show Aircraft Types?	Yes
Show Equipment Codes?	No
Show Block Time?	No
Include Restricted Flights?	No
Include Both Directions?	No
Use Data Loaded	This Week
Service Type	Passenger (Air - All)
Travel Period	between January 2023 and April 2025 (down)
Show overlapping markets in both directions?	No (Half Alpha)

Schedule Monthly Summary Report for Passenger (Air - All) flights from MOT for travel between January 2023 and April 2025 (down)

All flights, seats, and ASMs given are per month.

Mkt Al	Date	Aircraft Type	Flights	Seats	ASMs
DL	Jan 2023	CRJ-900	8	608	272,992
DL	Jan 2023	E-175 Enhanced Winglets	85	6,460	2,900,540
DL	Feb 2023	E-175 Enhanced Winglets	84	6,384	2,866,416
DL	Mar 2023	CRJ-900	43	3,268	1,467,332
DL	Mar 2023	E-175 Enhanced Winglets	73	5,548	2,491,052
DL	Apr 2023	CRJ-900	17	1,292	580,108
DL	Apr 2023	E-175 Enhanced Winglets	103	7,828	3,514,772
DL	May 2023	E-175 Enhanced Winglets	120	9,120	4,094,880
DL	Jun 2023	E-175 Enhanced Winglets	116	8,816	3,958,384
DL	Jul 2023	CRJ-900	9	684	307,116
DL	Jul 2023	E-175 Enhanced Winglets	105	7,980	3,583,020
DL	Aug 2023	E-175 Enhanced Winglets	120	9,120	4,094,880
DL	Sep 2023	E-175 Enhanced Winglets	110	8,360	3,753,640
DL	Oct 2023	E-175 Enhanced Winglets	117	8,892	3,992,508
DL	Nov 2023	E-175 Enhanced Winglets	112	8,512	3,821,888
DL	Dec 2023	E-175 Enhanced Winglets	118	8,968	4,026,632
DL	Jan 2024	E-175 Enhanced Winglets	95	7,220	3,241,780
DL	Feb 2024	E-175 Enhanced Winglets	87	6,612	2,968,788
DL	Mar 2024	E-175 Enhanced Winglets	93	7,068	3,173,532
DL	Apr 2024	E-175 Enhanced Winglets	90	6,840	3,071,160
DL	May 2024	E-175 Enhanced Winglets	93	7,068	3,173,532
DL	Jun 2024	E-175 Enhanced Winglets	102	7,752	3,480,648
DL	Jul 2024	E-175 Enhanced Winglets	116	8,816	3,958,384
DL	Aug 2024	E-175 Enhanced Winglets	114	8,664	3,890,136
DL	Sep 2024	E-175 Enhanced Winglets	109	8,284	3,719,516
DL	Oct 2024	E-175 Enhanced Winglets	116	8,816	3,958,384
DL	Nov 2024	E-175 Enhanced Winglets	105	7,650	3,434,850
DL	Dec 2024	E-175 Enhanced Winglets	120	8,808	3,954,792
DL	Jan 2025	E-175 Enhanced Winglets	109	8,284	3,719,516
DL	Feb 2025	E-175 Enhanced Winglets	108	8,208	3,685,392
DL	Mar 2025	E-175 Enhanced Winglets	122	9,272	4,163,128
DL	Apr 2025	E-175 Enhanced Winglets	120	9,120	4,094,880
G4	Jan 2023	A319	1	156	171,288
G4	Jan 2023	A320	18	3,348	3,798,864
G4	Feb 2023	A319	3	468	513,864
G4	Feb 2023	A320	15	2,790	3,186,180
G4	Mar 2023	A319	4	624	685,152
G4	Mar 2023	A320	22	4,092	4,677,156
G4	Apr 2023	A319	8	1,248	1,370,304
G4	Apr 2023	A320	12	2,232	2,598,048
G4	May 2023	A319	7	1,092	1,199,016
G4	May 2023	A320	6	1,116	1,274,472
G4	Jun 2023	A319	9	1,404	1,541,592
G4	Jul 2023	A319	9	1,404	1,541,592
G4	Aug 2023	A319	9	1,404	1,541,592
G4	Sep 2023	A319	5	780	856,440
G4	Sep 2023	A320	3	558	612,684
G4	Oct 2023	A319	7	1,092	1,199,016
G4	Oct 2023	A320	10	1,860	2,140,488
G4	Nov 2023	A319	8	1,248	1,466,868
G4	Nov 2023	A320	12	2,223	2,648,625
G4	Dec 2023	A319	5	780	1,049,568
G4	Dec 2023	A320	28	5,190	6,653,004
G4	Jan 2024	A319	7	1,092	1,295,580
G4	Jan 2024	A320	25	4,614	6,136,824

G4	Feb 2024	A319	4	624	685,152
G4	Feb 2024	A320	25	4,587	6,065,913
G4	Mar 2024	A319	6	936	1,124,292
G4	Mar 2024	A320	29	5,385	7,024,647
G4	Apr 2024	A319	10	1,560	1,906,008
G4	Apr 2024	A320	21	3,852	5,161,596
G4	May 2024	A319	15	2,340	3,148,704
G4	May 2024	A320	16	2,949	3,726,279
G4	Jun 2024	A319	19	2,964	3,930,420
G4	Jun 2024	A320	14	2,595	3,118,461
G4	Jul 2024	A319	23	3,588	4,422,444
G4	Jul 2024	A320	17	3,126	4,030,188
G4	Aug 2024	A319	12	1,872	2,055,456
G4	Aug 2024	A320	13	2,382	3,164,172
G4	Sep 2024	A319	7	1,092	1,199,016
G4	Sep 2024	A320	11	2,028	2,336,040
G4	Oct 2024	A319	12	1,872	2,441,712
G4	Oct 2024	A320	17	3,102	3,989,976
G4	Nov 2024	A319	10	1,560	2,099,136
G4	Nov 2024	A320	18	3,339	3,959,925
G4	Nov 2024	B737-Max 8 Passenger	4	760	1,304,920
G4	Dec 2024	A319	13	2,028	2,323,308
G4	Dec 2024	A320	27	4,836	6,412,152
G4	Jan 2025	A319	8	1,248	1,370,304
G4	Jan 2025	A320	21	3,774	4,588,698
G4	Jan 2025	B737-Max 8 Passenger	7	1,330	2,283,610
G4	Feb 2025	A319	14	2,184	2,591,160
G4	Feb 2025	A320	16	2,880	3,352,320
G4	Feb 2025	B737-Max 8 Passenger	6	1,140	1,957,380
G4	Mar 2025	A319	18	2,808	3,083,184
G4	Mar 2025	A320	18	3,240	3,771,360
G4	Mar 2025	B737-Max 8 Passenger	9	1,710	2,936,070
G4	Apr 2025	A319	16	2,496	2,740,608
G4	Apr 2025	A320	17	3,054	3,750,618
G4	Apr 2025	B737-Max 8 Passenger	6	1,140	1,957,380
UA	Jan 2023	CRJ	62	3,100	1,872,400
UA	Feb 2023	CRJ	19	950	573,800
UA	Feb 2023	ERJ135/ ERJ140/ ERJ145	37	1,850	1,117,400
UA	Mar 2023	CRJ	1	50	30,200
UA	Mar 2023	ERJ135/ ERJ140/ ERJ145	61	3,050	1,842,200
UA	Apr 2023	ERJ135/ ERJ140/ ERJ145	60	3,000	1,812,000
UA	May 2023	ERJ135/ ERJ140/ ERJ145	62	3,100	1,872,400
UA	Jun 2023	CRJ	37	1,850	1,117,400
UA	Jun 2023	ERJ135/ ERJ140/ ERJ145	23	1,150	694,600
UA	Jul 2023	CRJ	60	3,000	1,812,000
UA	Jul 2023	CRJ-700	2	140	84,560
UA	Aug 2023	CRJ	62	3,100	1,872,400
UA	Sep 2023	CRJ	59	2,950	1,781,800
UA	Sep 2023	CRJ-700	1	70	42,280
UA	Oct 2023	CRJ	31	1,550	936,200
UA	Oct 2023	CRJ-700	31	2,170	1,310,680
UA	Nov 2023	CRJ	30	1,500	906,000
UA	Nov 2023	CRJ-700	29	2,030	1,226,120
UA	Dec 2023	CRJ	41	2,050	1,238,200
UA	Dec 2023	CRJ-700	20	1,400	845,600
UA	Dec 2023	ERJ135/ ERJ140/ ERJ145	1	50	30,200
UA	Jan 2024	CRJ	62	3,100	1,872,400
UA	Feb 2024	CRJ	58	2,900	1,751,600
UA	Mar 2024	CRJ	62	3,100	1,872,400
UA	Apr 2024	CRJ	16	800	483,200
UA	Apr 2024	CRJ-700	44	3,080	1,860,320

UA	May 2024	CRJ	52	2,600	1,570,400
UA	May 2024	CRJ-700	2	140	84,560
UA	May 2024	E-175 Enhanced Winglets	8	608	367,232
UA	Jun 2024	CRJ	36	1,800	1,087,200
UA	Jun 2024	E-175 Enhanced Winglets	27	2,052	1,239,408
UA	Jul 2024	CRJ	77	3,850	2,325,400
UA	Aug 2024	CRJ	61	3,050	1,842,200
UA	Aug 2024	E-175 Enhanced Winglets	12	912	550,848
UA	Sep 2024	CRJ	34	1,700	1,026,800
UA	Sep 2024	E-175 Enhanced Winglets	26	1,976	1,193,504
UA	Oct 2024	CRJ	58	2,900	1,751,600
UA	Oct 2024	E-175 Enhanced Winglets	4	280	169,120
UA	Nov 2024	CRJ	29	1,450	875,800
UA	Nov 2024	E-175 Enhanced Winglets	30	2,106	1,272,024
UA	Dec 2024	CRJ	31	1,550	936,200
UA	Dec 2024	E-175 Enhanced Winglets	31	2,260	1,365,040
UA	Jan 2025	CRJ	56	2,800	1,691,200
UA	Jan 2025	E-175 Enhanced Winglets	6	456	275,424
UA	Feb 2025	CRJ	40	2,000	1,208,000
UA	Feb 2025	E-175 Enhanced Winglets	16	1,216	734,464
UA	Mar 2025	CRJ	57	2,850	1,721,400
UA	Mar 2025	E-175 Enhanced Winglets	5	380	229,520
UA	Apr 2025	CRJ	60	3,000	1,812,000
		TOTAL	5,500	450,544	317,773,108

Schedule Monthly Summary Report run on September 18, 2024 by SEH-MB with Parameters:

Marketing Airlines	
Operating Airlines	
Trip Origin	MOT
Trip Destination	
Markets	
Stage Length	0 To 25000 Miles
Stops	0
Seats Lower Bound	0 Seats Upper Bound 999
Show Marketing Airlines?	Yes
Show Operating Airlines?	No
Show Origins?	No
Show Destinations?	No
Show Manufacturers?	No
Show Major Types?	No
Show Aircraft Families?	No
Show Aircraft Types?	Yes
Show Equipment Codes?	No
Show Block Time?	No
Include Restricted Flights?	No
Include Both Directions?	No
Use Data Loaded	This Week
Service Type	Passenger (Air - All)
Travel Period	between January 2023 and April 2025 (down)
Show overlapping markets in both directions?	No (Half Alpha)

Month	Delta Airlines ENPL Rev	Delta Airlines ENPL All	Delta Airlines DEPL Rev	Delta Airlines DEPL All	United Airlines ENPL Rev	United Airlines ENPL All	United Airlines DEPL Rev	United Airlines DEPL All	Allegiant ENPL	Allegiant DEPL	Charters ENPL Rev	Charters DEPL Rev	Total Rev Enpl	2023 Rev Enpl	% Difference	# of flights Delta	# of flights United	# of flights Allegiant	# of flights Charters	# of flights TOTAL
Jan	6,191	6,379	6,372	6,561	2,801	2,833	2,809	2,840	4,859	4,754	154	156	14,005	14,122	-0.83%	115	61	36	8	220
Feb	5,919	6,203	5,907	6,085	2,749	2,790	2,601	2,625	5,163	4,817	71	56	13,902	13,866	0.26%	104	54	36	6	200
Mar	6,617	6,873	7,254	7,501	3,382	3,425	3,431	3,472	6,466	6,667	357	375	16,822	17,340	-2.99%	122	64	45	11	242
Apr	6,472	6,686	6,875	7,098	3,175	3,215	3,245	3,272	4,259	5,232	344	328	14,250	15,461	-7.83%	118	60	37	11	226
May	7,530	7,783	7,129	7,370	5,064	5,140	4,889	4,986	2,465	2,669	122	113	15,181	15,705	-3.34%	118	113	18	9	258
June	7,159	7,445	7,548	7,835	5,524	5,618	5,779	5,859	2,537	2,801	309	318	15,529	16,182	-4.04%	115	153	18	10	296
July	7,741	8,012	7,900	8,114	6,599	6,695	6,537	6,639	2,653	2,582	98	77	17,091	17,366	-1.58%	120	157	17	8	302
Aug	7,049	7,409	6,986	7,327	6,060	6,159	6,053	6,141	2,324	2,339	93	111	15,526	16,018	-3.07%	116	150	17	8	291
Sept	6,512	6,794	6,763	7,043	5,018	5,112	5,047	5,142	2,219	2,178	229	233	13,978	14,317	-2.37%	116	133	18	9	276
Oct													0	0	#DIV/0!					0
Nov													0	0	#DIV/0!					0
Dec													0	0	#DIV/0!					0
	61,190	49,381	48,985	50,564	40,372	29,716	29,291	29,693	32,945	29,522	1,455	1,423	106,780	110,042						

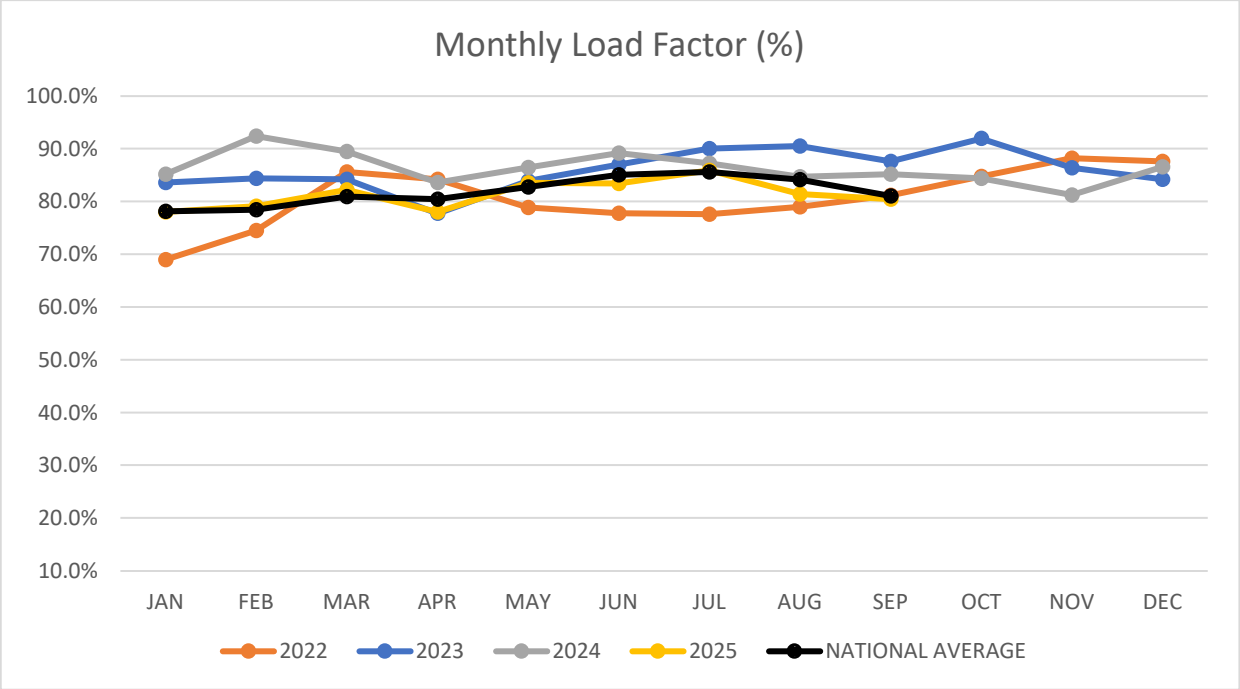
Total Passengers	
January	28,536
February	27,810
March	35,136
April	30,434
May	30,648
June	32,722
July	34,870
August	31,903
September	28,950
October	0
November	0
December	0

Total Enplaned	
January	14,225
February	14,227
March	17,121
April	14,504
May	15,510
June	15,909
July	17,458
August	15,985
September	14,354
October	0
November	0
December	0

Revenue Deplaned	
January	14,091
February	13,381
March	17,727
April	15,680
May	14,800
June	16,446
July	17,096
August	15,489
September	14,221
October	0
November	0
December	0

Total Deplaned	
January	14,311
February	13,583
March	18,015
April	15,930
May	15,138
June	16,813
July	17,412
August	15,918
September	14,596
October	0
November	0
December	0

MONTHLY ENPLANED PASSENGER LOAD FACTOR SUMMARY
October 2025



LOAD FACTOR (%)						DIFFERENCE
MONTH	2022	2023	2024	2025	NATIONAL AVERAGE	2024/2025
JAN	69.0%	83.6%	85.2%	78.0%	78.12%	-7.2
FEB	74.5%	84.3%	92.4%	79.1%	78.42%	-13.3
MAR	85.6%	84.2%	89.5%	82.2%	80.90%	3.1
APR	84.2%	77.7%	83.6%	78.0%	80.44%	-4.2
MAY	78.9%	83.9%	86.4%	83.5%	82.70%	-2.9
JUN	77.7%	87.0%	89.2%	83.4%	85.00%	-1.6
JUL	77.6%	90.0%	87.2%	85.9%	85.60%	-1.6
AUG	79.0%	90.5%	84.6%	81.4%	84.09%	-3.2
SEP	81.1%	87.6%	85.2%	80.4%	81.00%	-4.8
OCT	84.7%	91.9%	84.4%			
NOV	88.2%	86.3%	81.2%			
DEC	87.6%	84.2%	86.5%			
ANNUAL AVERAGE:	80.7%	85.9%	86.3%	81.3%	81.8%	-3.97

MINOT INTERNATIONAL AIRPORT
2025 LANDING FEE SUMMARY
Air Freight - AP LANDING FEES FREIGHT

AIRCRAFT TYPE	MAX WT	NUMBER OF LANDINGS											
	k#	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Alpine Air (cust #726)													
	16.1	19	19	20	21	25.00	20.00	22.00	23.00	21.00			
	10.9												
Encore Air (cust #3672)													
	6.2												
	14												
	15.5												
Corporate Air (cust #717)													
	8.5	24	25	25	28	26	24	26	26	25			
	18.6	13	14	16	17	17	16	18	17	18			
Bighorn Airways, Inc. (cust #2408)													
	13.669												
	28.5												
	8.5												
Pro Aire Cargo (cust #4817)													
	5.5												
Mountain Air Cargo (cust #15183)													
	36.16												
	8.5												
	47.068												
TOTALS													
Total Landings													

Total Alpine Air (726)													
Alpine Air Landings		19	19	20	21	25	20	22	23	21	0	0	0
Alpine Air weight k# < 12,500		-	-	-	-	-	-	-	-	-	-	-	-
Alpine Air Weight k# > 12,500		305.90	305.90	322.00	338.10	402.50	322.00	354.20	370.30	338.10	-	-	-
Alpine Air Landing Fee, <12,500		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Alpine Air Landing Fee, >12,500		1339.842	1339.842	1410.36	1480.878	1762.95	1410.36	1551.396	1621.914	1480.878	0	0	0
Alpine Air Total Landing Fee		$1,339.84	$1,339.84	$1,410.36	$1,480.88	$1,762.95	$1,410.36	$1,551.40	$1,621.91	$1,480.88	$0.00	$0.00	$0.00
Hard-key numbers		**$1,339.84**	**$1,339.84**	**$1,410.36**	**$1,480.88**	**$ 1,762.95**	**$ 1,410.36**	**$ 1,551.40**	**$ 1,621.91**	**$ 1,480.88**			
Difference		**($0.00)**	**($0.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($0.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Inv. No.		22246											

Total Encore Air (3672)													
Encore Air Landings		-	-	-	-	-	-	-	-	-	-	-	-
Encore Air Weight K# < 12,500		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Encore Air weight k# > 12,500		-	-	-	-	-	-	-	-	-	-	-	-
Encore Air Landing Fee, <12,500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Encore Air Landing Fee, >12,500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Landing Fee		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Hard-key numbers													
Difference													
Inv. No.													

Total Corporate Air (717)													
Corporate Air Landings		37	39	41	45	43	40	44	43	43	-	-	-
Corporate Air Weight K# < 12,500		204.000	212.500	212.500	238.000	221.000	204.000	221.000	221.000	212.500	-	-	-
Corporate Air weight k# > 12,500		$ 241.80	$ 260.40	$ 297.60	$ 316.20	$ 316.20	$ 297.60	$ 334.80	$ 316.20	$ 334.80	$ -	$ -	$ -
Corporate Air Landing Fee, <12,500		$ 711.36	$ 741.00	$ 741.00	$ 829.92	$ 770.64	$ 711.36	$ 770.64	$ 770.64	$ 741.00	$ -	$ -	$ -
Corporate Air Landing Fee, >12,500		$ 1,059.08	$ 1,140.55	$ 1,303.49	$ 1,384.96	$ 1,384.96	$ 1,303.49	$ 1,466.42	$ 1,384.96	$ 1,466.42	$ -	$ -	$ -
Total Landing Fee		$ 1,770.44	$ 1,881.55	$ 2,044.49	$ 2,214.88	$ 2,155.60	$ 2,014.85	$ 2,237.06	$ 2,155.60	$ 2,207.42	$ -	$ -	$ -
Hard-key numbers		**$ 1,770.44**	**$ 1,881.55**	**$ 2,044.49**	**$ 2,214.88**	**$ 2,155.60**	**$ 2,014.85**	**$ 2,237.06**	**$ 2,155.60**	**$ 2,207.42**			
Difference		**(0.00)**	**(0.00)**	**0.00**	**0.00**	**0.00**	**0.00**						
Inv. No.		22244											
Castle Aviation Landings													
Castle Aviation weight k#													
Castle Aviation Landing Fee													
Total Castle Aviation (cust 18545)													
Hard-key numbers													
PACCAIR Landings													
PACCAIR weight k#													
PACCAIR Landing Fee													
Total Pro Aire Cargo (4817)													
Hard-key numbers													
Mountain Air Landings													
Mountain Air weight k# < 12,500													
Mountain Air weight k# > 12,500													
Mountain Air Landing Fee, <12,500													
Mountain Air Landing Fee, >12,500													
Total Mountain Air Cargo (15183)													
Bighorn Airways, Inc. Landings													
Bighorn Airways, Inc. weight k# <12,500													
Bighorn Airways, Inc. weight k# >12,500													
Bighorn Airways, Inc. Landing fee, <12,500													
Bighorn Airways, Inc. Landing fee, >12,500													
Total Bighorn Airways, Inc (2408)													

Hard-key numbers													
Difference													
Inv. No.													
Castle Aviation, Inc. Landings													
Castle Aviation, Inc. weight k# <12,500													
Castle Aviation, Inc. weight k# >12,500													
Castle Aviation, Inc. Landing fee, <12,500													
Castle Aviation, Inc. Landing fee, >12,500													
Total Castle Aviation, Inc (18545)													
Hard-key numbers													
Difference													
Inv. No.													
TOTAL FEES		$ 3,110.29	$ 3,221.39	$ 3,454.85	$ 3,695.75	$ 3,918.55	$ 3,425.21	$ 3,788.46	$ 3,777.51	$ 3,688.30	$ -	$ -	$ -

MINOT INTERNATIONAL AIRPORT RATES & CHARGES

2023 to 2024 CPI Adjustment 1.0160%

TERMINAL RENTAL RENTS AND FEES:

	Signatory	Non-Signatory	
Terminal Facilities Base Rate	$ 25.00 / Square Foot/month	$ 600.00 / turn	

LANDING and ARFF FEES:

	Signatory	Non-Signatory	
Landing Fee	$ 2.41 / 1,000 lbs. MGLW	$ 3.00 / 1,000 lbs. MGLW	Applicable on all aircraft with MGLW of 12,500 lbs and greater and all commercial airlines.
ARFF Fee	$ 0.57 / 1,000 lbs. MGLW	$ 0.71 / 1,000 lbs. MGLW	
Commercial Air Freight or Air Commuter Landing and ARFF Fee	$ 23.72 / landing	$ 29.64 / landing	Applicable on aircraft with MGLW of less than 12,500 lbs.

GROUND LEASE RATES*:

General Aviation Leases	Improved Area (general utilities and access)	Unimproved Area (bare land)	
Southeast General Aviation Lots	$ 0.22 / Square Foot/ year	$ 0.11 / Square Foot/ year	
Northwest General Aviation Lots	$ 0.26 / Square Foot/ year	$ 0.13 / Square Foot/ year	
Westside General Aviation Lots	$ 0.30 / Square Foot/ year	N/A	
Commercial Aviation Leases	**Improved Area**		
Aircraft Storage (Hangar Owner)	$ 0.32 / Square Foot/ year		
Specialized Aviation Services Operator (SASO)	$ 0.32 / Square Foot/ year		Single Service Operators; Multiple Service Operator; and Full Service Operator
Fixed Base Operator (FBO)	$ 0.32 / Square Foot/ year		

*Applicable to all new, renewed or term extension leases.

T-HANGAR LEASE RATES:

$ 125.00 / Month

AIRCRAFT FUEL FLOWAGE FEE:

Exceptions: Air Carriers, Cargo Operators, and Slurry Bombers on Fuel Contract with FBO.	$ 0.06 / Gallon
General Aviation Self Fueling Permits	$ 50.00 /Year

GENERAL AVIATION RENTAL RATES:

Office Space	$ 18.00 /Sq Ft
Non Aeronautical Storage Space	$ 3.00 /Sq Ft

UNLEADED/DIESEL FUEL SALES RATE:

$ 0.15 / Gallon over cost adjusted monthly

PARKING RATES:

Aircraft Ramp Parking Rates:

	Daily Rate	Monthly Rate
Aircraft less than 12,500 lbs. MGLW	$ 5.00	$ 60.00
Aircraft 12,500 lbs MGLW and greater.	$ 15.00	

Public Vehicle Parking Rates:

	0-1 Hour	1-3 Hours	4- 6 Hours	6 - 24 Hours
Short Term Parking	$ 1.00	$ 5.00	$ 8.00	$ 14.00

	Daily Rate
Long Term Parking	$ 12.00

Employee Vehicle Parking Rates:

		Unreturned Parking Pass
Airport Terminal Tenant Employee Parking	$ 250.00 / year	$ 50.00
Airline Crew	$ 30.00 / month	N/A

COMMERCIAL SERVICE PROVIDER LICENSE FEES:

	Based (Tenant) Operator	Transient (Non-Tenant) Operator
Commercial Aeronautical Service Provider	$ 325.00 / year	$ 1,000.00 / year
Commercial Ground Transportation (Taxis,Vans, P2P/Rideshare etc.)	$ 400.00 / year	$ 600.00 / year
Hotel shuttles/vans	$ 100.00 / year	$ 100.00 / year

RENTAL CAR AGENCIES:

Terminal Facilities Base Rate	$ 25.00 / Square Foot
Car Rental Leased Space	$ 15.00 / Stall/Month

BADGES, KEYS & SECURITY:

Badges:

Type	Initial Fee	Annual Renewal	Damaged Badge	Lost Badge	Unreturned Badge
AOA Badge	$ 40.00	$ 20.00	$ 30.00	$50.00-150.00	$ 100.00
SIDA Badge	$ 80.00	$ 20.00	$ 30.00	$50.00-150.00	$ 100.00

Keys:

Type	Initial Fee	Lost	ReKey Locks	Rental
Building / Office Key	$ 50.00	$50.00-150.00	$ 200.00	See Above
Post Office Key	$ 20.00	$50.00-150.00	$ 200.00	$ 20 /year

*The Airport reserves the right to charge the badge holder and/or their employer for any and all costs associated with new badges or keys in the event the lost badge or key requires a complete reissue.

Security Violation Fines: (Fines are assessable at the discretion of the ASC and AD and may also include revocation of access to security areas.)

First Fine	$500	3 offenses within 60 days.
Second Fine	$1,500	Subsequent offense within 60 days of 1st fine
Third Fine	$2,500	Subsequent offense within 60 days of 2nd fine

CONFERENCE ROOM RENTALS:

Location	Hourly Rate	Daily Rate	Discount
Airport Executive Conference Room (2nd Floor Terminal)	$ 40.00	$ 240.00	50% discount for Airport Tenants
Airport Conference Room (1st Floor Terminal)	$ 20.00	$ 120.00	50% discount for Airport Tenants
Airport Training Room (1st Floor Terminal)	$ 20.00	$ 120.00	50% discount for Airport Tenants

MISCELLANEOUS CHARGES:

Special Operator Permit Fee (Per Occurrence)	$500-$1,000	
Security Video Request Fee	$ 50.00	/video (labor rate charges after 1 hour)
Mobile Runway Closure X's Monthly Rental Fee	$ 1,500.00	
Mobile Runway Closure X's Daily Rental Fee	$ 50.00	
Airline Unclaimed Baggage	$ 50.00	per occurrence
GSE Repair Area (maintenance bay)	$ 400.00	/bay/month
Glycol Chemical Storage Area	$ 25.00	per sq ft
Labor Rates	$ 85.00	per hour
Labor with Equipment Usage	$ 120.00	per hour
Advertising Upload Fee	$ 25.00	per occurrence
Advertising Display Fee	$150-$500	
Airport Administrative Fee	Actual cost plus 15%	
Repair Fees	Actual cost of materials plus 15% and labor rates	
Sales tax will be charged when applicable		
Finance Charge on Overdue Payments	Based on City of Minot finance fee schedule	

MINOT INTERNATIONAL AIRPORT RATES & CHARGES

2022 to 2023 CPI Adjustment **1.0559%**

TERMINAL RENTAL RENTS AND FEES:

	Signatory	Non-Signatory	
Terminal Facilities Base Rate	$ 18.70 / Square Foot/month	$ 444.42 / turn	

LANDING and ARFF FEES:

	Signatory	Non-Signatory	
Landing Fee	$ 2.35 / 1,000 lbs. MGLW	$ 2.93 / 1,000 lbs. MGLW	Applicable on all aircraft with MGLW of 12,500 lbs and greater and all commercial airlines.
ARFF Fee	$ 0.57 / 1,000 lbs. MGLW	$ 0.71 / 1,000 lbs. MGLW	
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Specialized Aviation Services Operator (SASO)	$ 0.32 / Square Foot/ year		
Fixed Base Operator (FBO)	$ 0.32 / Square Foot/ year		

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$ 75.00 / Month

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GSE Repair Area (maintenance bay)	$ 400.00	/bay/month
Glycol Chemical Storage Area	$ 18.70	per sq ft
Labor Rates	$ 85.00	per hour
Labor with Equipment Usage	$ 120.00	per hour
Advertising Upload Fee	$ 25.00	per occurrence
Airport Administrative Fee	Actual cost plus 15%	
Repair Fees	Actual cost of materials plus 15% and labor rates	
Sales tax will be charged when applicable		
Finance Charge on Overdue Payments	Based on City of Minot finance fee schedule	

TO: Mayor and Members of the City Council

FROM: Stefanie Stalheim, City Attorney
Mikayla McWilliams, City Clerk
Dale Plessas, Deputy Police Chief
Michael Frye, Chief of Police

DATE: June 1, 2026

SUBJECT: ALCOHOL ORDINANCE - SECOND READING

I. RECOMMENDED ACTION

It is recommended City Council review and consider approving the Chapter 5 Alcoholic Beverages ordinance on second reading with, the staff recommended changes.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Deputy Police Chief, 701-857-9800
Michael Frye, Chief of Police, 701-857-4700

III. DESCRIPTION

A. Background

On January 5, 2026, the City Council approved the Alcohol Ordinance Updates on first reading. Since then, there have been multiple updates completed by staff at the direction of the City Council, with the last one being on April 6, 2026. The latest discussion was pertaining to Special Event Permits. Staff held a focus group with license holders and the public on May 8, 2026, in the Council Chambers.

B. Proposed Project

The draft attached includes the following redline recommendations from staff following the meeting with the focus group:

The definition of special event permit:

> "Special event means an infrequent, temporary event that does not exceed seventy-two (72) hours and is 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."

Brief summary of changes to Section 5-55 Special Event Permits; fees.

- Section 5-55 (a)(3) — Additional language added stating the chief of police or designee, after evaluating the permit application, may require certain precautionary measures be taken in order to ensure public safety and determine the number, if any, of police officers or licensed private security officers needed to police the event(s).
- Section 5-55 (a)(4) — Language was added deferring to state law in regard to special event permits being used for off-sale. (Ex: Winery selling wine at farmers' market)
- Section 5-55 (a)(6) — A special event permit will only be issued for a maximum of 72 hours.
- Section 5-55 (a)(7) — The special event permit can not be used to permanently expand a licensed holder’s licensed premises without acquiring a second alcohol license from the City.
- Section 5-55 (b) — Language added designating the Chief of Police (or their designee) as the staff with authority to deny issuance of a special event permit if the application is incomplete, does not comply with city ordinances, or the license holder declines to implement the recommended precautionary measures or hire the recommended police officers to ensure public safety. If a permit application is denied, the applicant can appeal the decision of the Chief of Police to the City Manager, who shall review the denial and issue a decision within seventy-two (72) hours. The decision of the City Manager shall be final for purposes of exhausting administrative remedies prior to appeal to District Court. The staff recommendation that the appeal be made to the City Manager and not the City Council is rooted in expediency - i.e., it will be easier to appeal to one staff member v. calling a special council meeting for review - but if the Council would like to be included in this appeal process, Council can entertain a motion to amend this language substituting the City Council for the City Manager in this Section 5-55(b) of the draft ordinance.

IV. IMPACT

A. Service/Delivery Impact:
If approved, this ordinance will go into effect on January 1, 2027.

B. Fiscal Impact
This ordinance moves all the alcohol license fees to a resolution which will get approved by City Council at the time of the budget.

Project Costs
N/A

Project Funding
N/A

VI. ALTERNATIVES

The City Council can direct staff to make any further changes to the ordinance.

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 5-765.

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.

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 infrequent, temporary event that does not exceed seventy-two (72) hours and is 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, holds a Supper Club License as described in Minot City Ordinance Sec. 5-12, and either has the capacity to seat at least one hundred fifty (150) patrons at the same time; ~~and~~ or requires a waiter or server to take food and drink orders at the table or counter where patrons are seated at~~holds a Supper Club License as described in Minot City Ordinance Sec. 5-12, which~~ ; and that demonstrates~~restaurant shall demonstrate that~~ on an annual basis~~,~~ that ~~their~~ its gross sales of food are at least ~~equal to~~sixty percent (60%) of the 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.

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.

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 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):

Sec. 5-2. Authority, Territorial Jurisdiction, and Application of Chapter.

Commented [SS31]: Amended to clarify authority and jurisdiction and moved to new Section 5.1

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.

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.

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.

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.
2. Retail Beer and Wine.
3. Off-Sale.
~~4. Specialty Restaurant Wine Sale.~~
~~5. Specialty Restaurant Beer Sale~~
~~6.~~4. Supper Club.
~~7.~~5. Winery.
~~8.~~6. Hotel.
~~9. Motel.~~
~~10.~~7. Fraternal Order, Club, ~~or~~ Military Organization~~Club~~.
~~11. Serviceman's or Veteran's Organization.~~
~~12.~~8. MAYSA.
~~13.~~9. Airport Terminal Restaurant.
~~14.~~10. Souris Valley Golf Course.
~~15. North Dakota National Guard.~~
~~16.~~11. Private golf course.
~~17.~~12. Minot State University (MSU).
~~18.~~13. Movie Theater.

~~b.~~ Retail license descriptions and specific requirements:

~~c. Retail Beer.~~

~~d. A retail beer license shall be for the on-sale and/or off-sale of beer.~~

~~e. Fee. The fee for a retail beer license shall be six hundred twenty-five ($625.00) per year.~~

~~f. 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.~~

~~g.~~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.~~

1. Retail Liquor, Beer, and Wine.
   a. A retail liquor, beer, and wine 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. 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.~~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.

~~e.~~ 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)(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)(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.~~

~~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.~~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, without regard to subsection (a)~~

Commented [SS34]: I propose striking this language - I do not think anyone has been tracking this to prevent it from happening. I'm also not certain what woudl be considered the "newly" designated classes of licenses woudl be?

Commented [SS35]: See Minot City Ordinance Sec. 5-35.

~~and even though one (1) of the numerical limitations on licensed imposed by section 5-12(b)(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)(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)(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)(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)(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)(2) after January 1, 1990, and before January 1, 1992, under the ordinance then in effect.~~

Commented [SS36]: Moved to 5-16, consistent with current Sec. 5-35

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.
   ~~3. 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.~~
~~4. 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.~~
~~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.~~

3. Off-Sale.
   a. An Off-Sale license shall permit the sale of liquor, beer, and wine off-sale.
   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 one (1) fluid ounce in volume per customer and the total of all samples provided to a customer does not exceed eight (8) fluid ounces.

~~5.~~4. 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~~4)(~~c~~b)(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

Commented [SS37]: See Grand Forks Code of Ordinances Section 21-0205 – class 2 General license.

and alcoholic beverage sales for the previous year meet the requirements of Sec. 5-12(b)(~~4~~6)(b~~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.

~~e.~~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.

~~6.~~5. 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.

~~7.~~6. 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.

8. 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.

9.7. 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 beerThis 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, club, or military organization 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~~Retail Liquor 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.~~

~~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.

~~10. 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.~~

~~11.~~8. 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 and 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 within 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.

~~12.~~9. 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.

~~e.~~d. Verification of compliance requirement.

i. To verify that the licensee meets the requirement of Section 15-12(b)(~~13~~9)(~~cd~~)(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)(9)(c)(1).~~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.

~~13.~~10. 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.

~~14. 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.~~

~~15.~~11. 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 the mobile cart exception stated in Section 15-12(b)(~~16~~11)(~~bc~~)(~~i1~~).

i. Mobile Cart Exception. 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 mobile cart exception described in~~carts on the golf course pursuant to subsection~~ Section 15-12(b)(~~16~~11)(~~bc~~)(~~i1~~);
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)(1~~6~~)(~~cd~~)(~~i1~~), 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)(1~~1~~6)(c~~d~~)(i~~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.

~~16.~~12. 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.

~~17.~~13. 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~~ state law and this code of ordinances 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.

~~e.~~d. Verification of compliance requirement.

i. To verify that the licensee meets the requirement of Section 15-12(b)(1~~3~~8)(c~~d~~)(i~~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)(1~~8~~3)(~~d~~c)(~~1~~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 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.

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

Commented [CD38]: See Grand Forks Municipal Code No. 21-0235.

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.

Commented [CD39]: Should this be "fire inspector" of "fire marshal"?

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 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 [SS40]: 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 [SS41]: 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 [SS42]: 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

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.

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.

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.

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.

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)~~7 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.

~~c.~~**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.

Commented [CD43]: See Grand Forks Municipal Code No. 21-0236.

Commented [SS44]: 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.

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, ~~ma~~after evaluating the permit application may require certain precautionary measures be taken in order to ensure public safety and~~y~~ 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 unless permitted by Title 5, North Dakota Century Code.
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~~for a maximum of seventy-two (72) hours.
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.
7.8. The special event permit can not be used to permanently expand a licensed holder's licensed premises without acquiring a second alcohol license from the City.

b. The Chief of Police, or their designee, shall have the authority to deny issuance of a special event permit if the application is incomplete, does not comply with city ordinances, or the license holder declines to implement the recommended precautionary measures or hire the recommended police officers to ensure public safety. If a permit application is denied, the applicant can appeal the decision of the Chief of Police to the City Manager, who shall review the denial and issue a decision within seventy-two (72) hours. The decision of the City Manager shall be final for purposes of exhausting administrative remedies prior to appeal to District Court.

c. 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

Commented [SS45]:

Commented [SS46]: 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.

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 [SS47]: 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 [SS48]: 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 [SS49]: 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).

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.

Commented [SS50]: This is in NDCC 5-01-10.

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. .~~

~~b.~~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.

~~c.~~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.

~~d.~~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.

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

Commented [SS51]: See NDCC 5-02-06(8)

Commented [SS52]: See specifically 5-01-08 and 5-02-06.

Commented [SS53]: See NDCC 5-01-08(3-6)

Commented [SS54]: See NDCC 5-02-06.1

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.

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.

Commented [SS55]: Sec. 5-14 a and b are taken from NDCC. 5-01-08.1

Commented [SS56]: The rest of this section is taken from NDCC 5-01-08.3.

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.

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.

c.

§2. This Ordinance shall become effective January 1, 2027 upon final passage and approval.

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

_____
Mikayla McWilliams, City Clerk

APPROVED:

_____
Mark Jantzer, Mayor

Special Event Discussion

The intent of the discussion was to define a "special event" followed up by generating ideas, solutions, and reach an agreeable approach. The discussion included below and the original intent will be continued at a later time.

- Locations that conduct regular functions that require food and/or alcohol vendors
    - Citizen's Alley
    - The Regency
    - Locations such as above do not possess their own license and depend on the vendor
- International Special Events Society (ILEA) defines events as: "…unique live and infrequent events bringing people together executed by professionals, to include the planning and execution, not just the event." An event is not tied to the specific event and includes the planning, setup, and breakdown.
- 21-day permit will be removed
    - Full liquor licenses (such as bars) are able to operate in/on their facility and a special event is only needed if they are off-site
- Supper clubs are required to have 51% or more of sales tied to food
- It was stressed that the permit request is focused on public safety and the police's approval/denial is based on this
- Special events would not apply to hotels because the "event" on-site falls within regular permitted operations
- Suggestions/Ideas
    - Have a venue license that is attached to the bar's full liquor license which allows special events to be classified separately
    - Create classifications of special events; minor and major events that would be based on size and length of time
    - Recurring events
    - Continuous operation of a second location
        - Use of a special event permit where the requestor would have to annotate, they are not trying to coincide usage (such as the event and their other location)
        - The request would require an explanation of what the event is/involves and again state, the event is not a second location of the bar

Mikayla McWilliams

From: Thomas Beaulieu
Sent: Wednesday, May 20, 2026 12:30 PM
To: Michael Frye; Dale Plessas
Cc: Mikayla McWilliams; Stefanie Stalheim
Subject: FW: Meeting Note Highlights

All,

Below is a recommendation from Melissa Wright. Going forward, what is the course of action as these come in?

~Tom
857-4700

From: Melissa Wright [redacted]
Sent: Wednesday, May 20, 2026 12:16 PM
To: Thomas Beaulieu <thomas.beaulieu@minotnd.gov>
Subject: Re: Meeting Note Highlights

Caution: This message has originated from an **External Source**.
Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

From: Melissa Wright
Owner, Off the Vine / Arny's. 2.0
Minot, North Dakota

May 20, 2026

To: Chef Frye

City of Minot – Liquor License Committee
City Manager's Office
Minot City Council

Dear Members of the Committee and Council,

Thank you for your continued work on modernizing Minot's alcohol licensing system. As a business owner who has invested significantly in our community and in the redevelopment of downtown, I am submitting this proposal to support a licensing structure that is fair, enforceable, and aligned with the economic realities of operating in today's hospitality environment.

Minot's current licensing framework creates a substantial imbalance. Full liquor license holders have invested between **$150,000 and $200,000** to operate legally, while other license types, such as beer and wine or off-sale licenses, enter the market at a fraction of that cost. Yet in practice, these lower-cost licenses can access similar privileges through special event permits or operational loopholes.

This disparity undermines the value of full liquor licenses, creates inconsistent enforcement, and discourages future investment in Minot's hospitality sector.

To address these issues, I respectfully propose a **modern, privilege-based licensing structure** that aligns investment with operational capability and ensures fairness across all business types.

Proposed Licensing Framework

1. Full Liquor License (Existing Tier)

- Highest privilege level
- Market value remains protected
- Eligible for endorsements such as off-site service or venue operations

This tier reflects the significant financial investment already made by current license holders.

2. Supper Club License – With Required Buy-In

Supper clubs operate at a privilege level close to that of full-liquor establishments. To ensure fairness:

Proposed Buy-In: $75,000
Annual Fee: $3,125

Privileges:

- Full liquor service
- Dining-driven model
- Optional **21+ endorsement** for establishments that choose not to allow minors
- Ability to host private events

This buy-in ensures supper clubs enter the market with an investment proportional to their privileges.

3. Event Center License – With Required Buy-In

Event centers are high-impact venues that require professional alcohol service, security, and oversight.

Proposed Buy-In: $75,000
Annual Fee: $3,125

Privileges:

- Ability to host events with alcohol
- A licensed vendor must serve alcohol
- Annual approval instead of repeated special event permits
- Optional **21+ endorsement**

This structure ensures event centers operate responsibly and equitably.

4. Off-Sale License – With Required Buy-In

Off-sale operations have a significant market impact and should reflect that responsibility.

Proposed Buy-In: $75,000
Annual Fee: $3,125

Privileges:

- Retail sale of packaged liquor, beer, and wine
- No on-site consumption
- No event privileges

This buy-in ensures off-sale operators contribute proportionally to the licensing ecosystem and prevents low-cost entry into a high-value market segment.

5. Beer & Wine License

Beer and wine licenses should remain accessible, but should not function as de facto full bars.

Proposed Annual Fee: $3,125
Privileges:

- Beer and wine only
- Limited special event access
- No spirits, no venue endorsements

This preserves accessibility while maintaining fairness.

6. Hotel License

Hotels operate under unique conditions and should retain their banquet and room-service privileges.

Annual Fee: $3,125

7. Special Event Permits (Revised)

Special event permits should be reserved for **true events**, not ongoing business operations.

Two classifications:

- **Minor Events** (under 150 people)
- **Major Events** (over 150 people or multi-day)

Applicants must certify that events do not overlap with normal business operations.

Compliance & Enforcement

To ensure these changes are meaningful and consistently applied, I propose that the City:

Create a Dedicated Compliance Officer Position

This role would:

- Oversee licensing compliance
- Review event applications
- Conduct inspections
- Ensure enforcement is consistent and fair
- Serve as a liaison between operators, police, and city staff

Funding Source:
The compliance officer can be funded through **renewal fees** across all license types, ensuring no additional burden on the general fund.

This creates a sustainable enforcement model that supports public safety and protects the integrity of the licensing system.

Why This Structure Matters

Fairness

Operators who invest more should receive proportionally greater privileges.

Public Safety

A compliance officer ensures consistent enforcement and reduces strain on police resources.

Economic Development

A predictable, equitable licensing system encourages investment and revitalization.

Market Stability

A structured buy-in prevents low-cost licenses from undermining high-value ones.

Conclusion

Minot's hospitality industry is evolving, and our licensing system must keep pace. A privilege-based structure with appropriate buy-ins for supper clubs, event centers, and off-sale licenses, supported by a dedicated compliance officer, creates a fair, enforceable, and future-focused framework.

I appreciate your consideration. I welcome the opportunity to discuss this proposal further.

Sincerely,
Melissa Wright
Off the Vine / Arny's 2.0
Minot, North Dakota

On Tue, May 19, 2026 at 8:57 AM Thomas Beaulieu <thomas.beaulieu@minotnd.gov> wrote:

> All,
>
> Apologies on the delay on getting these out as I was out of office. Attached are the main points of what was discussed.
>
> **Tom Beaulieu**
>
> Program Management Analyst
>
> City of Minot, Police Department
>
> City of Minot
>
> **Building excellence with our community.**
>
> This email is confidential and intended solely for the use of the individual to whom it is addressed. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error, please delete this email including all attachments and contact the sender by reply email.

City of Minot

TO: Mayor and Members of the City Council

FROM: Brian Horinka, Transit Superintendent
Bryan Banfill, Public Works Operations Director

DATE: June 1, 2026

SUBJECT: **AUTHORIZE SUBMISSION OF SECTION 5339 GRANT - REFURB TRANSIT BUS**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Authorize staff to apply for a Section 5339 grant for purchasing a Refurbished transit bus; and**
2. **If awarded, authorize the Mayor and staff to sign applicable documentation to accept the grant award.**

II. DEPARTMENT CONTACT PERSONS

Brian Horinka, Transit Superintendent, 701-857-4144
Bryan Banfill, Public Works Operations Director, 701-857-4112

III. DESCRIPTION

A. Background

A short notice opportunity has become available that would allow Minot City Transit to address some of the recent concerns regarding the safety, reliability, and ADA compliance issues associated with our current aging bus fleet. A mid-year grant application has been made available through the North Dakota Department of Transportation. This grant seeks to provide funding under the FTA Section 5339 Bus & Bus Facilities Program specifically designated for capital projects aimed at replacing, rehabilitating, and purchasing buses and related equipment. The grant allows for reimbursement of up to 85% of the costs associated with the purchase of a refurbished heavy-duty transit bus. Our current fleet consists of eleven buses, seven of which are required for peak service times. Nine of these vehicles have surpassed their expected lifespan, with four registering over 300,000 miles and one of those currently at 424,000

miles. The average age of our transit fleet is 17.36 years; maintenance costs have increased by 124% since 2020, when the average age was 12.82 years.

B. Proposed Project

Minot City Transit plans to replace a 2001 AmTrans bus with a Refurbished Heavy-Duty Transit Bus. A Section 5339 grant application for $550,000.00 will be submitted to the North Dakota Department of Transportation. If approved, the grant will reimburse up to $467,500.00 (85%) of the purchase, and the required local match of $82,500.00 (15%) will be funded through transit cash reserve funds. Upon successful grant approval, authorization will be sought to enter into an agreement with Complete Coach Works to complete the purchase using the current Washington State Cooperative Purchasing Agreement.

C. Recommendation Detail

This intent of this recommendation is to address maintenance concerns relating to aging fleet. Transit seeks to utilize a Section 5339 grant, securing local match funds, and, upon approval, entering into a purchase agreement with Complete Coach Works through the current cooperative purchasing agreement to reduce overall costs.

IV. IMPACT

A. Service/Delivery Impact

Approving this purchase will replace aging buses, enhance safe and reliable ADA-compliant transit, and reduce maintenance costs. The average fleet age will decrease from 17.36 to 13.36 years with two older buses replaced.

B. Fiscal Impact

Project Costs

One Refurbished Low Floor Heavy Duty Transit Bus - $550,000.00

Project Funding

Section 5339 Grant Funds - $467,500.00 (85%)

Local Match Transit Cash Reserves - $82,500.00 (15%)

VI. ALTERNATIVES

Council could elect to not approve the grant application or approve the purchase. This would result in maintenance cost increases due to the aging fleet, and service disruptions.

Transit Fleet Age and Maintenance Cost History

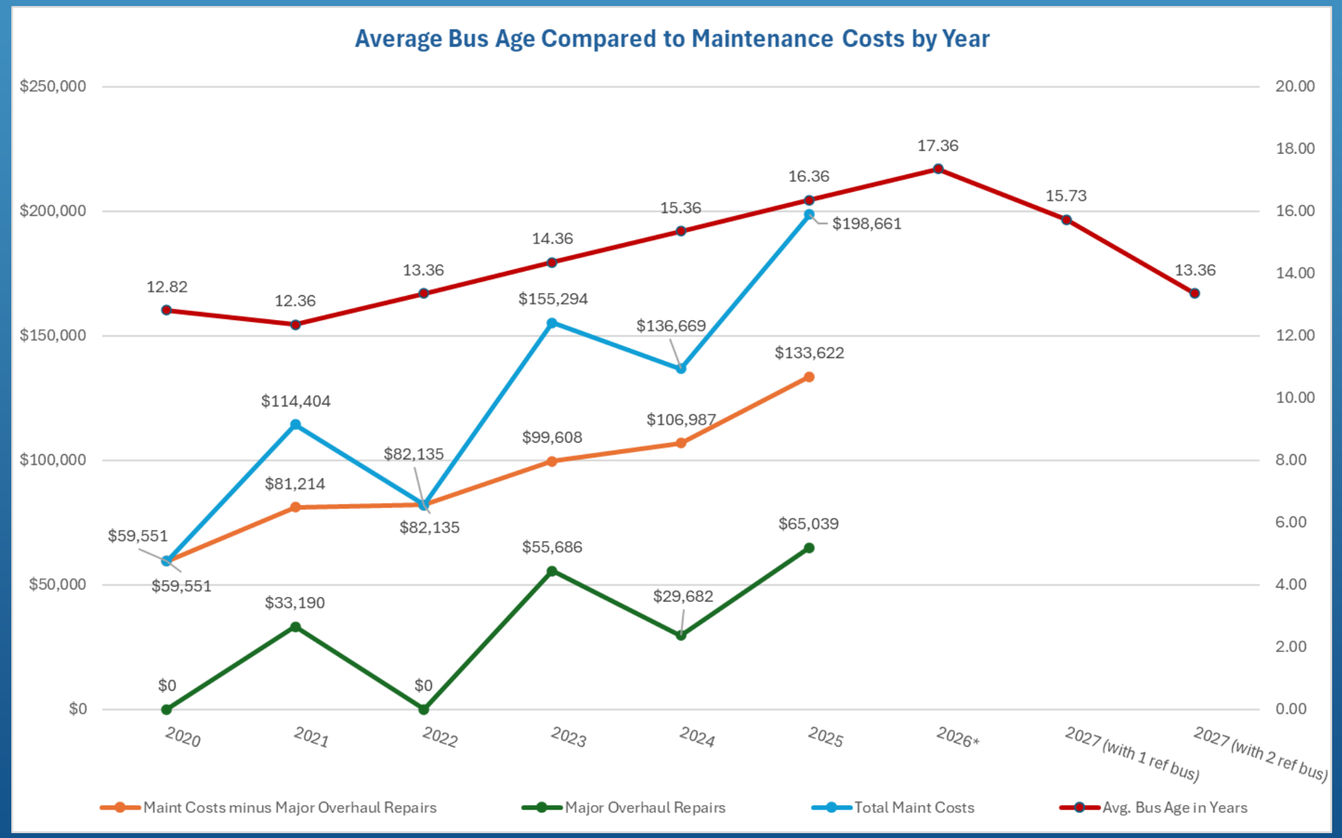
Year	Avg. Bus Age in Years	Maint Costs minus Major Overhaul Repairs	Major Overhaul Repairs	Total Maint Costs	% increase Maint Costs Minus Overhaul
2020	12.82	$ 59,551	$ -	$ 59,551	
2021	12.36	$ 81,214	$ 33,190	$ 114,404	36.38%
2022	13.36	$ 82,135	$ -	$ 82,135	1.13%
2023	14.36	$ 99,608	$ 55,686	$ 155,294	21.27%
2024	15.36	$ 106,987	$ 29,682	$ 136,669	7.41%
2025	16.36	$ 133,622	$ 65,039	$ 198,661	24.90%
*2026**	17.36	$ 26,427	$ 44,487	$ 70,914	
2027 (with 1 ref bus)	15.73				
2027 (with 2 ref bus)	13.36				
2028 (with 4 ref bus)	8.30				

**2026 Maintenance costs are as of 05/13/2026*

Percentage increase in Age in Months 2020 - 2025	**27.61%**	**Percentage increase 2020 - 2025 in Maint Costs Minus Overhaul**	**124.38%**	**Percentage increase 2020 - 2025 in Maint Costs Including Overhaul**	**161.41%**

Current Fleet Age and Value

Equip No	Year	Manufacturer	Model	Delivery Date	Original Cost	Odometer	Life Months Remaining
1002	2001	AMTRANS	CD39530	3/16/2001	$ 107,533.34	168,610	0
1003	2001	AMTRANS	CD39530	6/22/2001	$ 107,533.33	190,934	0
1004	2001	AMTRANS	CD39530	6/22/2001	$ 107,533.34	165,782	0
1009	2003	AMTRANS	CD39530	5/30/2003	$ 111,245.00	154,509	0
1013	2008	AMTRANS	CD39530	8/8/2007	$ 141,215.00	124,856	0
1005	2010	ELDORADO	EZ RIDER II	5/28/2010	$ 332,260.00	423,718	0
1006	2010	ELDORADO	EZ RIDER II	5/28/2010	$ 332,260.00	394,420	0
1008	2013	ELDORADO	EZ RIDER II	9/1/2013	$ 377,671.00	339,242	0
1007	2015	ELDORADO	EZ RIDER II	11/19/2015	$ 416,653.57	371,052	6
1011	2018	ELDORADO	EZ RIDER II	11/16/2018	$ 418,402.71	280,766	42
1010	2021	ELDORADO	EZ RIDER II	5/3/2021	$ 455,209.12	167,959	72
Total Original Purchase Cost of Fleet					**$ 2,907,516.41**		



TO: Mayor and Members of the City Council

FROM: Adam Klein, Public Safety Business Analyst

DATE: June 1, 2026

SUBJECT: PURCHASE OF PPE FOR THE FIRE DEPARTMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the purchase of Fire Department bunker gear through the sole source procurement process.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The Fire Department has budgeted funds for 2026 to replace/purchase bunker gear. The goal is to purchase 18 sets of gear.

1. We have been using Fire Dex since 2024 starting with a trial period and purchased in 2025
2. We can use Sourcewell to purchase Fire Dex
3. We purchased 11 units in 2025.
4. Prices have been quoted but are likely to increase in July.
5. 21 — Individuals in the department are not sized for proper gear or have expired gear. (9 Expiring in 2027)
6. Finally, and maybe most importantly, Fire Dex is the least expensive option with comparable brands.

B. Proposed Project

We would like to use the sole source procurement process. This will keep our gear the same brand, making it easier to be repaired, within our quality of specs, and the most affordable option compared to compatible gear. This amount was included and approved in the 2026 budget.

C. Recommendation Detail

Through the City of Minot's procurement policy, MFD needs council approval to make a sole source purchase of $50,000 and up. Prices will most likely increase in July of 2026. Sourcewell would be used to obtain the lowest bid.

IV. IMPACT

A. Service/Delivery Impact:

This will improve the protection of the firefighters by eliminating out-of-date gear and purchasing gear specifically tailored for the individual wearing it. This gear keeps the firefighters safer and translates to better overall service to the citizens of the City of Minot.

B. Fiscal Impact

Project Costs

$78,527.16 18 sets - Fire Dex AFX Turn out gear

Project Funding

10031000-46101 Department Materials and Supplies

VI. ALTERNATIVES

1. Purchase the gear through the sealed bid procurement process with the possibility of price increases.
2. Do not purchase the gear jeopardizing the safety of the firefighters wearing expired, damaged, and/or gear not tailored to them.

WORK ORDER

Date 5-4-26

☐ Invoice ☐ Order ☒ Quote ☐ Credit/Return ☐ Other

WHEN PROTECTION MEANS EVERYTHING.

SALESMAN

Name: Brent Hughes - PPE Specialist
Ph. 612-991-5933 E-mail: brenthughes@heimanfire.com

Heiman Fire Equipment | Federal ID # 42-0955663
25814 Rudolph Ave.
Ph. 605.543.5510
Fax. 605.543.5543 | www.heimanfire.com

CUSTOMER

Name Minot FD - Hans Kristiansen
Address 2111 10th St SW
City Minot State ND Zip
Ph. 651-368-2882 E-mail
Customer # PO #

SHIP TO ☐ same as CUSTOMER

Name Same
Address
City State Zip
Contact Name Hans Kristiansen Contact Ph.
☐ Commercial ☐ Residential

Qty Order	Qty Ship	Part Number	Description	Price	Total Amount
18		Fire-Dex AFX	AeroFlex Turn-out Gear per Spec.	$ 4362.62	$ 78,527.16
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00
				$	$ 0.00

Subtotal $	78,527.16
Shipping & handling	
Tax rate ___% Tax	$ 0.00
Credit	
TOTAL $	78,527.16

CLEAR

THIS IS NOT AN INVOICE. ALL INVOICES WILL BE SENT DIRECTLY FROM THE OFFICE.

City of Minot

EQUAL HOUSING OPPORTUNITY

Equal Opportunity Employer

Sole Source Checklist over $50,000

Item to be purchased: Structural Firefighting Turnout Gear

Account Number: FD016

City of Minot Project #:

Purchasing Agent
Check which instance is applicable for the sole source purchase: Material, product, or item is regarded as one-of-a-kind. ☑ The item or product is a manufacturer direct sale with no distributors. ☐ The item or product is a patented or proprietary item. ☑ The purchase is necessary for repairing or replacing parts or components of existing City assets or equipment. ☐
Explanation for why the goods are the only goods that meet the department needs: 1. We have been using Fire Dex since 2024 starting with a trial period and purchased in 2025 2. We can use Sourcewell to purchase Fire Dex 3. We purchased 11 units in 2025. 4. Prices have been quoted but are likely to increase in July. 5. 21 - Individuals on the department are not sized for proper gear or have expired gear. (9 Expiring in 2027) 6. Finally, and maybe most importantly, Fire Dex is the least expensive option with comparable brands
Why is the vendor the only practicable source available from which to obtain the required goods? Heiman Fire Equipment is the exclusive provider of FireDex turnout gear in the state of North Dakota.
Explanation as to whether the proposed price is fair and reasonable: The proposed price is the lowest of all vendors for a similar composite system.
Explanation that a particular supplier or service is required to standardize or maintain standardization with the department for purposes or reducing financial expenses or simplifying administration: FireDex is made and manufactured in the United States which reduces costs incurred from tariffs. FireDex ulitlizes an AI algorith for sizing firefighters that simplifies the sizing process and expedites ordering and turnaround. FireDex also partners with Gear Wash, an Independant Service Provider (ISP) certified to NFPA 1850 for alterations, repairs, cleaning, and inspections. This ISP saves time and money with several locations through the United States leading to quicker turnaround time by prepaid labels, direct contact with repair specialists, and matching fabric composites specific to the Minot Fire Deparment turnout gear specifications.
Explanation that a particular supplier or vendor is required to be used to match equipment, materials, or supplies currently in use: The Minot Fire Department transitioned to Fire-Dex as its turnout gear manufacturer during 2024 – 2025 in response to updated NFPA 1970 standards, ongoing tariff challenges with the previous supplier, and a continued commitment to firefighter health and safety. Standardizing with Fire-Dex ensures uniformity across the department, supporting both a consistent professional appearance and reliable, equal performance for all personnel in the field. Additionally, the exclusive TecGen71 outer shell material used by Fire-Dex is not available through other manufacturers, making this transition essential to maintaining consistency in protection and performance across all issued gear.

Explanation of whether the vendor possesses exclusive and/or predominant capabilities or the items contained a patented feature providing superior utility not obtainable from similar products:

No other composite turnout system currently available from competing manufacturers is able to meet the NFPA 1970 requirements for Thermal Heat Loss and Resistance to Evaporative Temperature while also maintaining the Thermal Protective Performance rating of FireDex turnout gear. As noted above, this capability is driven by the patented TecGen71 outer shell technology.

In addition, no other manufacturer incorporates VaporLite™ (patent pending) vent panels within the moisture and thermal barrier system, which enables up to 20% greater air movement within the turnout ensemble. When combined with the advanced outer shell construction, this innovation represents a significant advancement in firefighter health and safety.

This is especially critical given that overexertion and heat stress contribute to approximately 65% of line-of-duty firefighter fatalities occurring on the fireground.

Department Head Approval:

Purchasing agent will consult with Purchasing Office and City Manager or Finance Director. Then purchasing agent will submit a memo for City Council.

City Council

Date of Council Meeting: **Approval:** **Yes** ☐ **No** ☐

If approved, Purchasing Agent complete purchase. Include copy of City Council approval with invoice for payment.

TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT - PUBLIC WORKS COMPLEX ROOF REPAIRS**

I. RECOMMENDED ACTION

It is recommended City Council approve both budget amendments on first reading; and authorize the Mayor and staff to sign all applicable documentation for the repairs, allowing staff to move forward with repairs immediately.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Public Works Complex is currently experiencing roofing concerns that could affect the integrity of its facilities if left unaddressed. Over the past year, areas above the transportation bay and area 13 have shown increased signs of wear, including leaks and visible deterioration along the outside edges. While temporary fixes were implemented during the winter, lasting repairs are now required to prevent future damage. Addressing these issues in the coming months will help avoid more involved repairs later on, ensure ongoing safe working conditions, and support the continued upkeep of the complex.

B. Proposed Project

This summer, the Public Works Complex will require repairs to the transportation bay roof and a full replacement of area 13 roof to prevent additional leaks and further degradation. Transportation bay repairs will cost $8,692.00, requiring a budget amendment from transportation reserves. Area 13's replacement will cost $61,683.00, with a budget amendment needed by General Fund Reserves.

C. Recommendation Detail

Timely repairs and replacement of the Public Works Complex roofing are essential to prevent worsening leaks, avoid costly future damage, and maintain safe working conditions. Securing budget amendments for both the

transportation bay and area 13 roofs will ensure the facility's long-term integrity and operational reliability.

IV. IMPACT

A. Service/Delivery Impact:

If repairs are not made, the Public Works Complex could experience worsening leaks, structural damage, and increased repair costs, threatening facility integrity and safe working conditions.

B. Fiscal Impact

Project Costs

Transportation Roof: $8,692.00
Area 13 Roof: $61,683.00

Project Funding

Transportation: 20566000 44320 Structure Repair and MTCE (BA from Transit Reserves)
Property Maintenance: 10044000 44320 Structure Repair and MTCE (BA from General Fund Reserves)

VI. ALTERNATIVES

Council could elect not to approve the requested budget amendment and roofing repairs at this time. The Public Works Complex may continue to experience leaks and gradual deterioration. Without timely intervention, maintenance costs could increase, and facility conditions may be affected over time.

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

QUOTATION

B015535

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
Office: 701.838.5945
Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
Office: 701.232.7330
Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
Phone: 701.252.2403
Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO City of Minot

DATE 5/19/26

PROJECT Area 13
Approx. 2,500 SF

LOCATION Minot, ND

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

Tear off existing felts and rock to the existing insulation and install:

- New 60 mil adhered 60 mil EPDM roof system.
- New tapered insulation system, mechanically fastened.
- New wood blocking as needed to allow for new insulation system.
- Fabricate and install new roof edge metal around perimeter of the roof section.
- Roof system complete with a 15 year manufacturer's warranty.

This for the sum of……$61,683.00

We exclude all mechanical and electrical work; wet or damaged insulation will be replaced at $4.00/board foot; wet or damaged wood blocking will be replaced at $4.25/board foot; wet or damaged roof deck will be repaired on a time and material basis; snow and ice removal; interior protection; landscape protection.

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By _____
Travis Muscha

Rev. 6 – 3/2020

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

*INITIALS*_____

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

QUOTATION

B015366

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
Office: 701.838.5945
Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
Office: 701.232.7330
Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
Phone: 701.252.2403
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Phone: 701.663.8972

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Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO

City of Minot
Attn: Kelley Brandt
1025 31st Ave SE
Minot, ND 58701

DATE 3/27/2026

PROJECT Public Works – Roof Repairs
1025 31st Ave SE

LOCATION Minot, ND

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

Set up safety and secure work site Per OSHA standards

Area 5
1.Spud out area around crack, clean, apply splice wash to area, install neopreme over crack, apply three course application of mastic and fabric to outside edges of neopreme (1 EA)
2.Clean and coat curb with metal mastic roof coating (1 EA)
3.Clean, and coat pitch box with metal mastic roof coating (1 EA)

Area 14
1.Spud rock, apply three course application of mastic and fabric to open edge (50 FL)
2.Spud rock, clean, apply three course application of mastic and fabric to open lap on wall flashing (1 EA)

Area 11
1.Clean, seal and coat stack with metal roof coating (1 EA)
2. Clean, seal and coat curb with metal roof coating (2 EA)

Area 12
1. Clean, seal and coat curb with metal roof coating (2 EA)
2. Clean, seal and coat stack with metal roof coating (1 EA)
3.Clean, seal and coat penetration with metal roof coating (1 EA)

Area 7
1.Clean, seal and coat all penetration and curb with metal mastic roof coating (24 EA)

Area 8
1. Clean, seal and coat all penetration and curb with metal mastic roof coating (13 EA)

Area 4
1.Clean, seal and coat pitch box (8 EA)
2.Clean, apply three course application of mastic and fabric to penetrations (2 EA)

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By Travis Muscha
Travis Muscha

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

Rev. 6 – 3/2020

TECTA AMERICA DAKOTAS
ROOFING & SHEET METAL SERVICES

QUOTATION

B015366

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TO

City of Minot
Attn: Kelley Brandt
1025 31st Ave SE
Minot, ND 58701

DATE 3/27/2026

PROJECT Public Works – Roof Repairs
1025 31st Ave SE

LOCATION Minot, ND

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

Area 2
1.Clean, apply three course application of mastic and fabric to wall flashing (2 EA)
2.Clean and coat pitch box (1 EA)

Area 1
1.Clean and seal open corner (1 EA)
2.Spud rock, clean, apply three course application of mastic and fabric to open scuppers (4 EA)
3.Clean and coat stacks with metal mastic roof coating (2 EA)
4.Spud rock, clean, apply three course application of mastic and fabric to open curb corner (1 EA)

Areas 3,6, and 9 have no defects found

Area 13 roof life serviceability has come to it end and should have re-roof done in future

All work to follow current manufactures specifications.

Remove all related debris and dispose of properly.

FOR THE SUM OF.....$8,692.00

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By _____
(Authorized Signature)

Tecta America Dakotas LLC

By Travis Muscha
Travis Muscha

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

Rev. 6 – 3/2020

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

*INITIALS*_____

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE PROPERTY MAINTENANCE AND PUBLIC TRANSPORTATION STRUCTURE REPAIR & MAINTENANCE EXPENDITURES FOR THE REPAIR AND REPLACEMENT OF THE ROOF AT PUBLIC WORKS, USING FUND RESERVES.

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

§1: An ordinance amending the 2026 annual budget to increase the property maintenance and public transportation structure repair expenditures for the repair and replacement of the roof at public works, using fund reserves:

10044000-44320		$61,683
20566000-44320	2025660005	8,692

§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: Bryan Banfill, Public Works Operations Director

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT - COMPACT LOADER DISPOSITION & TRADE-IN**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the disposition through a trade-in program capitalizing on the equity that is available for the equipment;**
2. **Approve the budget amendment allowing staff to move forward with the trade-in on first reading; and**
3. **Authorize the Mayor and Staff to sign applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Over the past few years, Public Works has bid on multiple skid steers with a guaranteed annual trade amount. This program helps the departments be more productive by having a new machine under warranty with minimal downtime for repairs.

B. Proposed Project

The Water Distribution/Sewer Department has Compact Loader equipment that is traded annually. Each year in the budget, the full value of the new equipment is entered under capital purchases, with an offsetting income item for the trade-in. When the 2026 budget was put together, the Fleet Management Plan 1-N Vehicle Replacement list did not account for these items. Additionally, due to the Fleet Management Plan, capital equipment was not budgeted in the Department's budget. Based on this, the Water Distribution/Sewer Department will need to utilize their capital equipment budget for the enterprise fund that is being utilized for vehicle replacements. This will require a budget amendment transferring funds from the enterprise reserves into the Water Distribution/Sewer

Departments capital equipment account. Disposition of this item through a trade-in program will also be required.

C. Recommendation Detail

The recommendation for budget amendment, trade-in, and disposition approval is based on maintaining the current fleet and minimizing maintenance costs in the long term. Additionally, by ensuring minimal maintenance time for equipment items, a reduced reliance on shop staff will be realized, allowing prioritization on other critical aging fleet equipment for other departments.

IV. IMPACT

A. Service/Delivery Impact:

New machines with full warranty will have more up time, allowing the crews to be more productive. This will generally lead to being able to get more work done instead of working on equipment that needs repairs.

B. Fiscal Impact

Project Costs

SERIAL #	VALUE	TRADE VALUE	COST
B4CE38408	$85,285.70	$81,785.70	$3,500.00

Project Funding

The $3,500 cost will be paid for by Water-Sewer-Storm Sewer cash reserves.

VI. ALTERNATIVES

City Council could elect not to approve the budget amendment and trade-in. If that is the case, the machines will continue to be used and looked at next year for trade-in. The machines will have more hours and will lead to higher out-of-pocket costs next year.

TO: Mayor and Members of the City Council

FROM: Bryan Banfill, Public Works Operations Director

DATE: April 20, 2026

SUBJECT: SKID STEER LOADER TRADE-IN & BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the disposition through a trade-in program capitalizing on the equity that is available for the equipment; and approve the budget amendment allowing staff to move forward with the trade-in on first reading; and authorize the Mayor and Staff to sign applicable documentation.

II DEPARTMENT CONTACT PERSONS

.

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

II DESCRIPTION

I.

A. Background

Over the past few years, Public Works has bid on multiple skid steers with a guaranteed annual trade amount. This program helps the departments be more productive by having a new machine under warranty with minimal downtime for repairs. The trade deals work out to a rate of $9 to $15 per hour, which is less than typical rental rates for a similar piece of equipment.

B. Proposed Project

The Street Department has five skid steer equipment that are traded annually. Each year in the budget, the full value of the new equipment is entered under capital purchases, and there is an offsetting income item for the trade-in. When the 2026 budget was put together, the Fleet Management Plan 1-N Vehicle Replacement list did not account for these items. Additionally, due to the Fleet Management Plan, capital equipment was not budgeted in the Department's budget. Based on this, the Street Department will need to utilize the capital equipment budget for the general fund that is being utilized for vehicle replacements. This will require a budget amendment transferring funds from the capital equipment line item into the Street Departments capital equipment account, similar to what is done for other equipment procurement under the Fleet Management Plan. Disposition of these items through a trade-in program will also be required.

C. Recommendation Detail

The recommendation for budget amendment, trade-in, and disposition approval is based on maintaining the current fleet and minimizing maintenance costs in the long term. Additionally, by ensuring minimal maintenance time for equipment items, a reduced reliance on shop staff will be realized, allowing prioritization on other critical aging fleet equipment for other departments.

IV. IMPACT

A. Service/Delivery Impact:

New machines with full warranty will have more up time, allowing the crews to be more productive. This will generally lead to being able to get more work done instead of working on equipment that needs repairs.

B. Fiscal Impact

Project Costs

UNIT	SERIAL #	HOURS	VALUE	TRADE VALUE	COST
788	B4CE38408	348	$81,770.43	$77,270.43	$4,500.00
793	B4CD23748	465	$65,977.80	$60,977.80	$5,000.00
792	B4CD23749	376	$65,977.80	$61,977.80	$4,000.00
790	B4LC13101	139	$40,099.56	$38,099.56	$2,000.00
799	B4LC13100	203	$40,099.56	$38,099.56	$2,000.00

Project Funding

(FINANCE DATA - BA)

V. ALTERNATIVES

1. City Council could elect not to approve the budget amendment and trade-ins. If that is the case, the machines will continue to be used and looked at next year for trade-in. The machines will have more hours and will lead to higher out-of-pocket costs next year.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE WATER DISTRIBUTION REVENUES AND CAPITAL EQUIPMENT EXPENSES FOR THE TRADE-IN OF A COMPACT LOADER.

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

§1: Amend the 2026 annual budget to increase the water distribution revenues and capital equipment expenses for the trade-in of a compact loader:

14000000-39210		$81,786
14061000-57500		85,286

§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: Jason Sorenson, Public Works Utilities Director

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT - NAWS BIOTA PLANT CAPITAL PURCHASES**

I. RECOMMENDED ACTION

It is recommended City Council approve a budget amendment in the amount of $350,000 to allocate funding for equipment purchases for the NAWS Biota Plant.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot is part of a three-way agreement with the ND Department of Water Resources and the Bureau of Reclamation to operate and maintain the Biota Water Plant in Max, ND. As part of the agreement, the City of Minot along with DWR prepared budget estimates to provide all labor, equipment, and supplies to operate and maintain the plant. The City originally prepared a 3-year budget for fiscal years 2024, 2025 and 2026 that was approved by the Bureau. Due to a series of delays to start up of the Biota Plant, the purchase of larger equipment was delayed until the beginning of operations was clear.

B. Proposed Project

Based on current schedules, it is estimated the plant will begin startup in late August with water flowing to Minot in the September to October time frame. Now that completion dates are becoming clear, staff is beginning to order equipment and vehicles for the plant. Funding for some of this equipment was included in the 2024 and 2025 budgets. Staff is requesting a budget amendment to allocate funding so equipment purchases can be made. All costs for equipment will be submitted for reimbursement from DWR using the funds approved by the Bureau as spelled out in the agreement.

C. Recommendation Detail

Equipment will be needed at the plant to perform maintenance tasks such as grounds keeping, snow removal and passenger vehicles are needed to transport

staff between Minot and Max. These purchases are necessary to fulfill the City's obligations under the agreement.

IV. IMPACT

A. Service/Delivery Impact:

These pieces of equipment are necessary to fulfill the City's obligations to provide all aspects of operations and maintenance of the NAWS Biota Plant.

B. Fiscal Impact

Project Costs

Equipment Estimates

Skid steer plus attachments	$90,000
4x4 Pickup with snow plow	$70,000
ForkLift	$35,000
Mower	$20,000
(2) SUVs	$90,000

Project Funding

Funding for these purchases is provided by the Bureau of Reclamation. The City will need to allocate funding to make the purchases and then request reimbursement from DWR. A budget amendment in the amount of $350,000 is necessary to allocate funding to make the purchases listed above plus some contingency funding if additional purchases are identified.

VI. ALTERNATIVES

N/A

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE NAWS BIOTA PLANT CAPITAL EQUIPMENT EXPENDITURES AND REVENUES FOR THE PURCHASE OF CAPITAL EQUIPMENT.

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

§1: Amend the 2026 annual budget to increase the NAWS Biota Plant Equipment expenditures and revenues for the purchase of capital equipment:

42060100-57500		$350,000
42000000-33200		350,000

§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

TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT - WASTE/RECYCLING AUTOMATED TRUCK TECHNOLOGY**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve switching service providers for this technology from Fleetmind to Routeware;**
2. **Authorize the mayor and Finance Director to sign documents on behalf of the city; and**
3. **Approve a budget amendment to allocate funding to cover costs not contemplated in the 2026 budget.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768
Josh Kraft, Sanitation/Landfill Superintendent, 701-857-4144

III. DESCRIPTION

A. Background

When waste collection was converted to automation in 2017, an RFP was advertised (Project 4249.1) to include all available technology under one software platform to optimize route efficiency, GPS, multiple camera DVR, and RFID technology to assist with daily operations in the field and on the office administrative side for customer support. At the time, we only received one RFP from Fleetmind solutions. They were the only service provider that could meet the required criteria. Since then, Fleetmind has been through multiple ownership changes and technical issues with the system have been compounding. Core technology has become paramount for daily activities and is utilized at all levels to provide the highest standard of service possible. Technical issues with the system performing as expected have risen to the point of required weekly progress meetings to discuss the status of over 40 service issues. This has consumed countless hours of staff utilization and multiple hot fix workarounds to

keep the vital components of the system to perform minimally on a day-to-day basis. Weekly meetings have lately been canceled or cut extremely short by Fleetmind indicating their tech support does not have the bandwidth to support their product.

B. Proposed Project

This principal technology has proven paramount and is vital to day-to-day operations. Staff has been researching alternate options for a different vendor that can provide the same level of expected service. This was being contemplated for the 2027 budget, but the constant issues are making the system nearly inoperable. Multiple demos have been reviewed, but Routeware is the only other vendor that is able to meet the original required criteria and integrate much of our current hardware.

C. Recommendation Detail

This technology is an essential component staff to provide the highest level of service to the community we serve. It is recommended to switch providers to Routeware due to the continuous issues and inefficiency of staff utilization under our current umbrella.

IV. IMPACT

A. Service/Delivery Impact:

Switching vendors to Routeware will enable us to utilize the complete system as intended in a much more efficient matter.

B. Fiscal Impact

Project Costs

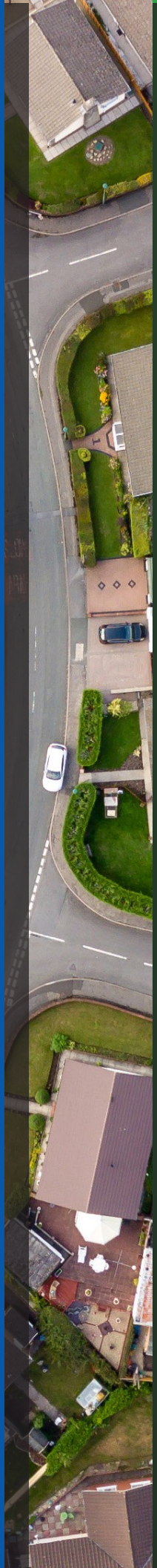
Hardware (controllers and adapters, tablets, dvr, etc)	$7,518.00
Services (installation and training)	$17,416.00
Subscriptions	$3,404.01/month

Project Funding

There is currently funding in the 2026 Garbage Collection budget for the Fleetmind subscription in the amount of $28,442.28. A budget amendment in the amount of $34,000 will be necessary to cover the hardware, services and the difference between the current subscription costs and the new subscription costs for Routeware. It is recommended the additional funding be taken from reserves.

VI. ALTERNATIVES

Council could elect not to approve switching vendors and direct staff to continue using the existing system. This will result in continued frustration and inefficient utilization of staff time trying to apply workarounds as we wait for resolutions to various issues.



Q-18991

City of Minot - ND

Routeware

Routeware

QUOTE NUMBER Q-18991

Routeware, Inc.
7719 Wood Hollow Dr.
Suite #150
Austin, TX 78731

Order	Q-18991
Good Through:	Jun 12 2026
Payment Terms:	Net 30
Start Date	Oct 30 2026
End Date	2027-07-31

Ship To

Josh Kraft
City of Minot - ND
1025 31st ST SE PO Box 5006
Minot, North Dakota 58701
United States
josh.kraft@minotnd.gov

Bill To

City of Minot - ND
1025 31st ST SE PO Box 5006
Minot, North Dakota 58701
United States

Salesperson	Phone	Email
Tim Winders		tim.winders@routeware.com

Statement of Confidentiality & Non-Disclosure

The parties acknowledge that the City of Minot is a government entity and subject to the North Dakota's Open Records laws. Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Routeware for any disclosure of Confidential Information pursuant to the Act or pursuant to any public records act laws, rules, regulations, instructions or other legal requirement.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Routeware

QUOTE NUMBER Q-18991

HARDWARE

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Monitor for Camera Controller	Each	1	$29.40	$29.40
Camera Power Kit	Each	13	$28.00	$364.00
Camera Controller (Camera Not Included)	Each	13	$349.30	$4,540.90
Camera Cable Adapter (Connection to H Camera MDVR)	Each	78	$29.40	$2,293.20
RFID, Reader, Handheld UHF	Each	1	$290.50	$290.50
Heavy Duty Tablet 10" Android TA5PRO with Full Install Kit - Price included in monthly service fee	Each	13	$0.00	$0.00
			HARDWARE TOTAL (USD):	$7,518.00

SERVICES

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Vehicle Installation	Each	13	$266.00	$3,458.00
Camera System Installation	Each	13	$266.00	$3,458.00
Project Management and Training	Each	1	$10,500.00	$10,500.00
			SERVICES TOTAL (USD):	$17,416.00

RECURRING SUBSCRIPTIONS

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Back Office Dispatch	Monthly	1	$700.00	$700.00
InCab Comprehensive Onboard Computer	Monthly	13	$180.00	$2,340.00
Cloud Hosting	Monthly	13	$0.00	$0.00
RFID Service	Monthly	13	$0.00	$0.00
Picture Service	Monthly	13	$0.00	$0.00
Cellular Data Charge (RD)	Monthly	13	$0.00	$0.00
Tablet as a Service	Monthly	13	$28.00	$364.01
			SUBSCRIPTIONS TOTAL (USD):	$3,404.01

Payment Terms -

Hardware is invoiced seven (7) days after execution of the Order.

Software Fees are invoiced thirty (30) days after the Contract Start Date (the Effective Service Date).

Invoices for Recurring Subscriptions shall be issued annually in advance, with the initial invoice issued on the Effective Service Date and each subsequent invoice due on the corresponding date of each successive anniversary thereafter. The term of the Recurring Subscription(s) shall commence on the Effective Service Date.

For Time and Materials projects and Install Services, Company will submit invoices for services to Customer by the 10th of the month following the month in which Company provided services.

For Fixed Fee and all other services, 100% shall be billed upon the Effective Service Date.

Company’s invoice will include a date, an invoice number, a purchase order number and a description of the goods or services.

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to Routeware's Master Sales and Licensing Agreement (MSLA) with an effective date of December 1, 2025, as well as Routeware's Professional Services Agreement (PSA), Service Level Agreement (SLA) and Data Security and Protection Schedules, including mutually agreed upon edits, attached to this Order and incorporated herein. Upon the full execution of the MSLA and this Order, any purchase orders issued in response to this Order will be deemed acceptance of such terms.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.
This system requires a specific server to operate Routeware software, which may need to be purchased separately.
This system requires cellular connectivity for each vehicle which may need to be purchased separately.
If route sequencing by Routeware is a requirement, additional professional services fees may apply.
On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.
Any lapse in support voids perpetual license.
Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Statement of Work (SOW) Additional Terms -

Mutual agreement of the accompanying Statement of Work (SOW) or Work Authorization (WAF) for the implementation is required prior to contract execution.

Any Time and Materials hours included in this Order represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. Fixed Fee Pricing reflects Routeware’s current understanding of the business requirements and the anticipated future state of the project. All fee and timeline estimates are based on the information provided to-date, including system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, level of participation, complexity of processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order, which may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Subscription Hardware Additional Terms -

All Hardware on this Order sold as a subscription is the property of Routeware. Throughout the term of this Order and at no additional cost to the Customer, Routeware will repair or replace defective Subscription Hardware purchased on this Order with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear. Normal wear and tear includes battery/component failure, scratches and superficial damage to the top, bottom, and corners of the unit. That not covered under the replacement program includes, but is not limited to, damage from (a) drops, (b) immersion in water, (c) cracked screens caused by excess pressure or hard devices, or (d) deliberate damage to the unit. Unit replacement costs resulting from damage not covered by the warranty is the responsibility of Customer. Customer shall surrender to Routeware any computers that are replaced under this program. Notwithstanding any other agreements or clauses on this matter in this agreement or others, Routeware reserves the right to increase monthly service if, in Routeware's sole determination, units are routinely abused or mishandled to the point of failure. Refer to the Hardware and Software Warranties section of the Routeware Master Sales and License Agreement for additional warranty details. At the conclusion of the License Period, Customer#shall return all Subscription Hardware to Routeware in good condition and working order. In the event the Customer does not return all Subscription Hardware, or the Subscription Hardware is damaged, lost, or stolen while in the Customer’s possession, the Subscription Hardware will be deemed sold to Customer, and Customer agrees to pay the then-current list price (plus any applicable taxes) upon receipt of an invoice.

IN WITNESS WHEREOF, the Parties to the Order Form has caused it to be executed by their authorized officers as the day and year of the signatories below.

City of Minot - ND

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** Mayor

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** Head of Finance

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** City Clerk

Purchase Order Details:

Purchase Order number: _____

Issuance of Purchase Order ("PO") in lieu of signature denotes acceptance of Order Form by Customer. Receipt of complete and accurate PO is required prior to Order execution.

Routeware, Inc, and Affiliates

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

Please sign and email to Tim Winders at tim.winders@routeware.com

FOR INTERNAL USE ONLY
Reviewed By:

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STATEMENT OF WORK

Purpose

This Statement of Work (the "SOW"), together with any addenda attached hereto, sets forth the deliverables associated with the Routeware, Inc. implementation of licensed software, subscription services, and associated vehicle hardware (collectively, "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement (collectively, the "Agreement") executed by the City of Minot, a municipal corporation, North Dakota ("Licensee", "Customer", or "Subscriber") and Routeware, Inc. ("Company," "Licensor" or "Provider").

This SOW and any attached addenda set forth the scope and objectives, project stages, project governance, gate checks and lifecycle stages, and change management applicable to the implementation of the Routeware Control Center (RCC) and Routeware Mobile (rwMobile) products.

- ☒ **Routeware Control Center (RCC)**
  - ☒ **rwMobile**
  - ☒ **RFID Service Verification**
  - ☒ **External Cameras**

Scope of Implementation

The following Routeware product lines are included in this engagement:

- Routeware Control Center (RCC)
- Routeware Mobile (rwMobile) driver application
- Vehicle hardware installation across thirteen (13) collection vehicles, including Samsung Galaxy Tab Active 5 Pro tablets, Routeware RFID readers, Routeware Camera Controllers, and camera cable splitters

Project Overview

The City of Minot is engaging Routeware to modernize its solid waste collection operations through deployment of the Routeware Control Center (RCC) back-office platform and the Routeware Mobile (rwMobile) driver application across the City's collection fleet. The implementation will replace the City's existing in-cab system and introduce automated, RFID-based service verification, in-cab photo and video evidence capture, and real-time back-office visibility into route execution.

The City has identified the following primary objectives for this engagement:

- Establish reliable, automated service verification using RFID-based pickup confirmation
- Provide back-office visibility into route progress, vehicle location, and service exceptions
- Capture photo and video evidence to support customer dispute resolution and operational audits
- Re-use the City's existing in-cab cameras through integration with the Routeware Camera Controller
- Equip thirteen (13) collection vehicles with a consistent, supportable hardware footprint

Vehicles in Scope

Vehicle Type	Quantity
Automated Side Loader (ASL)	10
Rear Loader	3
Total	**13**

Vehicle Hardware Summary

Hardware Component	Qty per Vehicle	Total (13 Vehicles)
Samsung Galaxy Tab Active 5 Pro	1	13
Routeware RFID Reader (replacing existing Zebra scanner hardware)	1	13
Routeware Camera Controller	1	13
Camera Cable Splitters (to integrate Customer's existing in-cab cameras with the Routeware Camera Controller)	As required to support 6 cameras	As required

Note: *The Routeware RFID Reader replaces the existing Zebra-branded vehicle RFID scanner hardware currently installed on the City's fleet. Container-side RFID tag deployment, including procurement and physical installation of tags on carts, is the responsibility of the Customer.*

Routeware Inc.'s Gate Checks

Routeware Inc. will develop a project plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the project plan will be documented, reviewed, and approved by the respective project managers for the Customer and Routeware Inc. In addition, a summary of requested changes will also be reviewed during the scheduled gate check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware Inc. will structure the project into several phases designed to ensure success. Routeware Inc. will work collaboratively with the Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware Inc. will assign a core implementation team.

Routeware Inc. will execute gate check reviews at the completion of the Discover, Design, and Deploy stages of the project lifecycle. The gate check reviews provide the following:

Stage 1 - Discover

The Discover stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware Inc. and Customer project team members. It also includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware Inc.'s best practices for a specific Customer's needs, and the import of Customer data.

Stage 2 - Design

The "future state" is documented, reviewed, and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the Customer provided access to the solution. There will be progressive "targeted" training and begin the solution familiarization process for key users, along with the creation of a validation plan to be used during the Deploy stage. The Routeware Inc. team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being "solution complete".

Stage 3 - Deploy

The Deploy stage includes scenario-based training, followed by the Customer's end-to-end validation of the solution across business scenarios/use cases identified and configured during the Discover and Design stages. Scenario-based training - typically conducted with Customer-identified "super users" - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the super users complete an end-to-end example themselves using the "happy path", a clean, well-executed process without exceptions. Upon completion of the validation plan, the milestone of "solution acceptance" is confirmed by the Customer. At go-live there is final training and practice for end users and drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical "operational exceptions" encountered on a day-to-day basis. The final system cutover is performed and Routeware Inc. aids the Customer during the go live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to support, and project closeout.

Services

The scope of Services outlined below provides a breakdown of the key components and gate checks of the Routeware Inc. implementation and the corresponding deliverables provided by Routeware Inc. and the Customer.

	Routeware Inc. Deliverables	Customer Deliverables
Discover	**Key activities include:** • Project kickoff and core implementation team assignment • Develop project plan and key milestones • Complete pre-implementation documents	**Key activities include:** • Define and assemble project team • Project planning • Define measures of project success

	• Review, document, and approve business requirements:
	  ◦ Driver and back-office workflow scenarios
	  ◦ Reporting requirements
	  ◦ Data workshop and CSV data import planning
	• Hardware installation planning and shop scheduling
	Key deliverables include:
	• Draft project plan
	• Session agendas
	• Documented business requirements
	Environment provisioning and solution installation
		• Confirm vehicle inventory (chassis and body make/model/year) and shop availability
		• Provide existing route, container, and RFID tag data in CSV format
		Key deliverables include:
		• Process questionnaires
		• Provide documented process to model recommended configuration
		Provide sample data sets

Design	**Key activities include:**
	• Define, configure, document, and approve future state
	• Conduct status meetings
	• Update project plan
	• Install solution(s)
	• Targeted training on data maintenance, transactions, and back-office workflows
	• Solution familiarization exercises
	• Drafting solution validation plan
	• Creation of scenario-based training plan
	Key deliverables include:
	• Data import (up to three (3) imports into the test environment)
	• Solution configuration:
	  ◦ Users
	  ◦ Vehicles
	  ◦ Routes
	  ◦ Containers
	  ◦ RFID tag mapping
	  ◦ Codes and other applicable data
	• Final solution configuration
	• Design gate check
	Project plan revisions
		Key activities include:
		• Customer completes recommended product training
		• Attend all system configuration sessions
		• Complete all action items after each system configuration session
		• Required configuration and testing
		• Internal process review
		• Attend all design sessions
		• Complete solution familiarization exercises
		• Attend all status meetings
		• Begin work on change management activities
		Key deliverables include:
		• Approved business requirements
		• Provide data for import; accepted file formats include .csv or .xml
		• Updated data sets as required
		• Approved future state configurations
		• Enumeration of test plans
		• Solution familiarization activities, including data maintenance and transaction practice
		• Solution validation
		• Usage documentation and/or standard operating procedures (SOPs)
		Approval and sign-off

Deploy	**Key activities include:**	**Key activities include:**

	• Vehicle hardware installation and commissioning (see Section: Vehicle Hardware Installation) • Scenario-based super user training • Solution validation (user acceptance testing, UAT) • Creation of end-user training plan • Solution acceptance milestone • Conduct status meetings • Update project plan • End-user training and practice, including driver training and train-the-trainer • Go-live cutover • Issue management and stabilization • Transition to support • Project closeout **Key deliverables include:** • Per-vehicle as-built documentation • Scenario-based training • Readiness gate check • Project plan revisions • Go-live cutover and stabilization assistance • Issue management and resolution • Transition to support Project closeout	• Provide vehicle and shop access during scheduled installation windows • Ensure RFID tags are deployed to containers prior to go-live (Customer responsibility) • Solution validation activities • End-user training plans • Approval and sign-off • Solution acceptance **Key deliverables include:** • End-user training and practice Issue triage and management

Vehicle Hardware Installation & Fleet Maintenance Training

Objectives: Install Routeware-provided vehicle hardware across thirteen (13) collection vehicles and enable Customer fleet maintenance staff to configure, connect, validate, and troubleshoot the equipment.

Pre-Requisites & Planning

- Confirm vehicle inventory (chassis and body make/model/year) and shop availability
- Site readiness: safe work area, lifts (if required), power, and network coverage checks
- Hardware kit manifest validated (mounts, brackets, cabling, looms, antennas, fuses, peripherals)
- Installation schedule and per-vehicle checklist approved
- Customer-provided list of in-cab camera makes and models has been validated for compatibility with the Routeware Camera Controller (compatibility confirmation completed during the sales cycle)

Per-Vehicle Installation Activities

- Mount Samsung Galaxy Tab Active 5 Pro tablet, RFID reader, Camera Controller, and associated peripherals per install guide; route and secure cabling
- Power and ignition: connect to constant and switched power; inline fuse per spec; verify ground
- Integrate the Customer's existing in-cab cameras (six cameras per vehicle) with the Routeware Camera Controller using camera cable splitters
- RFID antenna placement and signal strength validation in the hopper area
- Device provisioning: apply standard configuration, firmware check, and naming convention

- Commissioning test: power-on self-test, LED and status code checks, connectivity check, sample event capture
- As-built documentation: record serials, cable paths, mounting photos; update asset register

Fleet Maintenance Training (Hands-On)

- Hardware overview: components, ports, cabling, fuses, and safety
- Configuration: accessing admin menus, applying config profiles, updating firmware
- Connectivity: cellular and Wi-Fi checks, antenna placement validation, SIM and APN basics (if applicable)
- Troubleshooting: status indicators, common fault isolation, reseating and replacing components, RMA workflow
- Preventative maintenance: inspection cadence, cleaning, strain-relief checks, voltage health

Acceptance

All vehicles listed in the asset register and made available at the time of installation activities have been installed with configured hardware, with complete as-built documentation. Maintenance staff complete the training checklist.

Training

Routeware will deliver a standard training package consisting of train-the-trainer sessions for back-office super users and direct driver training delivered on-site. Training topics include:

Back-Office (RCC) Training

- Route dispatching, helper route functionality, and vehicle and route maintenance
- Map-based research, customer service history, and route playback
- RFID exception handling, container reassignment, and geocode correction workflows
- Photo and video retrieval, including event-based video pulls
- Reporting tools and saved layouts

Driver (rwMobile) Training

- Vehicle and route association, start and close route workflows
- Pre-trip and post-trip inspection (standard, configurable, non-DOT-certified) workflows
- RFID-based service verification, including audible read confirmation and exception handling
- Done, skip, comments, extras, and photo capture workflows
- Messaging with read receipts
- Navigation, list view, map view, and resequencing on the fly
- Operational best practices based on the City of Minot's operating standards
- In-cab check-ins with drivers throughout and at the end of route, with individual ride-along training as needed

All available training documentation will be provided in PDF format. Routeware Control Center includes in-application help buttons and a searchable help section.

Assumptions & Risks

- This SOW is based on current assumptions and information known as of the SOW Effective Date. During the provision of Professional Services, Routeware will engage in Scoping Activities and gather Scoping Information about the Customer's requirements and use cases. In the event of supplements or changes to project scope, Scoping Information, requirements, deliverables, or other factors, the scope of the Professional Services may change, necessitating a Change Order mutually agreed by the Parties. A Change Order may affect scope, timeline, and/or proposed cost.

- The failure to provide Required Assistance by the Customer or any of the Customer's Third-Party Consultants may result in delays in the completion of Professional Services, which delays will not be Routeware's responsibility and may result in the need for a Change Order to account for changes in scope, timelines, and/or fees. The Customer agrees and acknowledges that it will hold Routeware harmless from any delays, incremental costs, or other liability resulting from the acts or omissions of its Third-Party Consultants.
- Inclement weather and other events beyond Routeware's reasonable control, including events that create dangerous or unsafe working conditions for Routeware personnel, may impact Routeware's ability to provide Professional Services and may impact Routeware's ability to meet target dates set forth in this SOW.
- Customer is responsible for procurement, deployment, and physical installation of all container-side RFID tags. Routeware is supplying and installing the vehicle-side RFID reader hardware only.
- Customer-provided data for routes, containers, RFID tag mapping, and lat/long coordinates must be supplied in CSV or XML format. Data quality directly impacts go-live timeline; data validation is iterative.
- RFID-based service verification on rear loaders is constrained by the need to physically present each cart to the hopper for tag energization. Loose-bag pickups will not be RFID-verified. This is an industry-wide limitation, not specific to the Routeware product.
- Wind-driven cart relocation, alley placement, and customer-side cart swaps may produce RFID exceptions where a tag is read at a location that does not match its mapped address. RCC provides tooling for back-office reassignment and driver-side comments to manage these scenarios.
- Vehicle hardware installation requires Customer-provided shop access, escorts, and any required union or safety briefings. Installation will be performed during agreed installation windows. For any vehicles not made available during the scheduled installation window, Customer will either (a) install the hardware using Routeware-provided guides and training, or (b) authorize a separate, billable Routeware Field Services visit to complete installation on those vehicles.
- Cellular and GPS coverage are assumed to be adequate across the City of Minot's collection territory.

Out of Scope

The following items are not included in this SOW unless expressly added via a written Change Order signed by both parties:

- Procurement, supply, or physical installation of container-side RFID tags
- Integration between RCC and any third-party system, including but not limited to Tyler Munis.
- Implementation of any ReCollect product, including the ReCollect Mobile App and Service Request Tool, which are referenced for future consideration
- Public-facing or resident-facing tracking maps (e.g., snowplow-style live route trackers); this functionality is not standard and would require custom development
- UI enhancements beyond standard product, including any combined call list and map view enhancements; such requests are tracked through the Routeware product enhancement process
- In-cab monitors for full-time camera display
- DOT-certified DVIR (the standard, configurable, non-DOT-certified pre-trip and post-trip inspection workflow is included)
- Custom development, custom reports beyond Routeware's standard reporting library, or non-standard configurations
- Data remediation beyond standard validation and exception handling (e.g., extensive cleansing, deduplication, or enrichment performed by Routeware)
- Hardware procurement beyond what is specifically listed in the accompanying Order Form

- On-site services beyond the in-scope vehicle hardware installation, commissioning, and go-live assistance defined in this SOW. Additional on-site days or travel are out of scope

SOW Change Order

Changes to a SOW will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule for the performance of the applicable Services. Upon Routeware Inc.'s receipt of a change order request from the Customer, Routeware Inc. will promptly notify the Customer if Routeware Inc. believes that the change order request requires an adjustment to the fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the fees and/or schedule, as applicable. During such negotiations, Routeware Inc. may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the change order request unless and until the parties have executed an applicable change order. Any time and materials that are required to evaluate a change order request are billable at Routeware Inc.'s then-current standard rates.

Services Summary

All pricing for the Professional Services described in this Scope of Work is included in the accompanying Order Form Q-18991. Fees are based on a fixed fee structure and reflect Routeware Inc.'s current understanding of the Customer's business requirements and the anticipated future state of the project. Any changes to this Scope of Work or requests for additional services will require a new SOW and may incur additional charges at Routeware Inc.'s then-current rates. Final acceptance of this SOW will follow the formal quote which includes this document.

☒ **Fixed Fee**

Professional Services	Description	QTY
RCC & Routeware Mobile Implementation	Project planning, resource coordination, status reporting, risk and issue management, requirements confirmation, solution configuration, documentation, vehicle hardware installation and commissioning across thirteen (13) vehicles, train-the-trainer and driver training, go-live assistance, and post go-live stabilization	1

Confidentiality Statement

This SOW, including all attachments, copies, and derivatives thereof, is considered Routeware Inc. confidential information, and is subject to all obligations of confidentiality set forth in the Agreement.

ROUTEWARE, INC.
MASTER SALES AND LICENSE AGREEMENT

This Master Sales and License Agreement ("MSLA"), including mutually agreed upon edits, governs the Routeware Order(s) as defined herein, by and between Routeware, Inc., being a Delaware Corporation having its principal office at 7719 Wood Hollow Dr., Suite 150, Austin, TX 38731 (the "Company") and the Customer as defined in the Order(s) ("Customer").

1. DEFINITIONS

The definitions of terms set forth in the Order are incorporated by reference herein. In addition, the following terms shall have the following meanings in the Order and in all Incorporated Agreements.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use Company Cloud Hosting.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Company" means Routeware, Inc. and its subsidiaries.

"Company Cloud Hosting" shall mean the provision by Company of hosting services of Software, as described in the Order and more fully defined in the Cloud Hosting SLA in Section 4.

"Company Cloud Hosting SLA Exclusions" has the meaning set forth in Section 4.

"Company Content" means any Intellectual Property created, acquired, or licensed by Company and included in the Company Platform and/or the Services, other than Customer Content.

"**Company Materials**" means the Company Platform, the Company Content, the Company Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Company in connection with the Services or otherwise comprise or relate to the Services, the Company Platform or the Company Systems. For the avoidance of doubt, Company Materials do not include Customer Content.

"**Company Platform**" means Company's mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that Company provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Confidential Information" has the meaning set forth in Section 11.

"**Customer Data**" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly, from Customer by or through Company Cloud Hosting or that incorporates or is derived from the processing of such information, data or content by or through Company Cloud Hosting. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during a calendar month in which Company Cloud Hosting was in the state of "Region Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company Cloud Hosting SLA Exclusion (defined in Section 4).

"Data Sets" mean digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in Software compatible format(s) supplied by Company or as part of Third-Party Products.

"Day(s)" unless otherwise indicated, days shall reference Calendar Days.

"Designated Computer System" means a computer system and/or central processing units with associated network and licensed users, as set forth in the Order.

"Dispute" has the meaning set forth in Section 11.11.

"Documentation" means user guides, user manuals, specifications, and other documentation provided by Company

as such documentation may from time to time be amended or modified by Company.
"Effective Date" means the date of Customer Signature or issuance of Purchase Order and Acceptance of the MSLA.
"Fees" means the amounts due for all Products and Services under the Order.
"Hardware" means all items designated in the Order as "Hardware."
"License Period" means the period listed on the Order, and any period of renewal (which shall be automatically renewing periods equivalent in length to the period listed on the Order), or, if no such period is stated on the Order, for automatically renewing periods of one (1) year started from the Effective Date.
"MSLA" means this Master Sales and License Agreement.
"Order" means the order to which this MSLA and any other Incorporated Agreements are incorporated by reference.
"Products" means Hardware and Software.
"Region Unavailable" and **"Region Unavailability"** mean that the Company Cloud Hosted Service is "Unavailable" to Customer.
"RMA" means Return Merchandise Authorization, as described for the evaluation process for malfunctioning equipment in Section 8.3.
"SaaS" means Software as a Service and refers to Routeware's Cloud-based products.
"Services" means all items designated in the Order as "Services" and "Support."
"Service Commitment" has the meaning set forth in Section 4.
"Service Credit" means a dollar credit, calculated as set forth in Section 4, that Company may credit back to an eligible account.
"SLA" means Service Level Agreement in all instances.
"Software" means all items designated in the Order as "Software" or "Company Platform" and includes all Updates.
"Support" means all items designated as "Support" in the Order.
"TaaS" means Tablet as a Service
"Taxes" has the meaning set forth in Section 2.3.
"Third-Party Products" means hardware and software sold by Company that is manufactured, developed or made available by other companies and distributed by Company for use in conjunction with the Products, including but not limited to products from Microsoft, Google, and open source or "free" software.
"Third-Party Terms" has the meaning set forth in Section 5.
"Unavailable" and **"Unavailability"** means when Customer has no connectivity to its Company Cloud Hosted Service.
"Updates" are subsequent releases of Software which Company generally makes available to its customers who have purchased a Support Plan. Updates typically include bug fixes, patches, and feature enhancements. Updates typically do not include any new functionality that constitutes a new product (which is so designated at Company's sole discretion) for which Company charges a separate fee. Updates are provided as and when available (as determined by Company) and may not include all previously available supported features. Company develops Updates in its discretion and has no obligation to develop any specific feature or functionality.

2. GENERAL ORDERING PROCESS AND PAYMENT

2.1 Delivery. For those Orders including the shipping of products, Company will use reasonable efforts to meet the delivery dates for Products and Services that are specified in the Order. All Product shipments are delivered F.O.B. to Company's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon delivery. Delivery delay or default of any installment shall not relieve the Customer of its obligation to pay for Products or Services provided by Company or accept remaining deliveries of Product.

2.2 Payment Terms. Payments are invoiced and paid in accordance with the payment terms described in the Order.

2.3 Taxes and Duties. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, any sales, value added or goods and services tax, or other governmental charges or tariffs imposed or payable in connection with the rights granted to Customer under this Agreement, or in connection with the payment of Fees (collectively, "Taxes"). Customer is responsible for paying all Taxes associated

with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Company will invoice Customer and Customer will pay that amount, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against it based on its income, property and employees.

2.4 Price Adjustment. Beginning on the one-year anniversary of the Effective Date, Company may, upon sixty (60) calendar days' prior notice to Customer, prospectively increase any Fees. Should Customer object to the Price Adjustment, Customer may terminate the renewal Agreement by notifying Contractor in writing at least thirty (30) days prior to Price Adjustment Effective Date.

2.5 Suspension of Services. If any amount owed by Customer under this or any other agreement for Products or Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, at its option, delay the delivery of Products and/or suspend the Services until such amounts are paid in full. Customer will reimburse Company in full for any and all collection costs incurred by Company.

3. SOFTWARE LICENSES; SUPPORT

3.1 License. Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in the Order), subject to the Customer's payment of the Fees described in the Order, Company grants a limited, personal, non-transferrable, non-sublicensable, non-exclusive license during the License Period (which can be for a period certain or perpetual) to Customer:

(a) To operate the Software, if any, Data Sets, if any, and Products, and use the Services for Customer's internal purposes as set forth and subject to the limitations in the Order, in accordance with the Documentation.

(b) To operate the Software, if any, on up to the number of trucks or users authorized on the Order, in accordance with the Documentation. Under no circumstances may Customer load Software on hardware (including computers and peripherals) that is not sold or certified and approved by Company.

(c) To use the Documentation in connection with the licenses described in this Section 3.1 subsections (a) and (b).

(d) The Products and/or Services may contain functionality that uses anonymized customer data. Customer agrees that their anonymized data will be used in the Company's Products and/or Services.

3.2 Period of License. The license described in Section 3.1 will continue in force for the License Period, subject to, in the case of a subscription, either party electing against renewal or requesting reduction of any product by notifying the other party in writing at least thirty (30) days prior to the end of the then-current License Period. Such notice must be provided on Customer's company letterhead, include the date of the notice, applicable products and quantity, signed by an authorized party, and may be submitted electronically.

3.3 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to):

(a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products);

(b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available

(i) through resellers or other distributors, or

(ii) as an application service provider, service bureau, or rental source;

(c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation;

(d) create modifications to or derivative works of the Software;

(e) reproduce the Software;

(f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software;

(g) use or transmit the Software in violation of any applicable law, rule or regulation, including any

export/import laws;

(h) if the Order sets forth a Designated Computer System, use the Software on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software;

(i) create any software that competes with the Software or provides substantially the same functions as the Software; or

(j) use the Software in a country other than as indicated in the Order. All Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users

(i) only as a commercial end item; and

(ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Company grants Customer no other right, title or interest in any Software.

4. COMPANY CLOUD HOSTING

4.1 SERVICE COMMITMENT. Company will use commercially reasonable efforts to make Company Cloud Hosting available with a Monthly Uptime Percentage of at least 99.0%. (the "Service Commitment"). In the event Company Cloud Hosting does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below. Company may use the services of a third-party cloud hosting service to perform services hereunder.

4.2 SERVICE COMMITMENTS AND SERVICE CREDITS. Service Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments) for Company Cloud Hosting for the monthly billing cycle in which the Unavailability occurred in accordance with the following schedule:

Every effort will be made by the Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective	Definition	Target
Software Uptime*	**Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)**	**99%**

*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit ("Service Level Credit"), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month's minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer's invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

Company will apply any Service Credits only against future Company Cloud Hosting payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Company to provide Company Cloud Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Hosting Service Level Agreement (SLA).

4.3 CREDIT REQUEST AND PAYMENT PROCEDURES. To receive a Service Credit, Customer must submit a claim by email to the Support email address set forth in the Order. To be eligible, the claim must be received by Company by the sixtieth (60^{th}) day after the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by Company and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by Company. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

4.4 COMPANY CLOUD HOSTING SLA EXCLUSIONS. The Service Commitment does not apply to any unavailability, suspension or termination of Company Cloud Hosting, or any other Company Cloud Hosting performance issues: (i) caused by factors outside of Company's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Company Cloud Hosting; (ii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, such as, for example, billing systems, customer records management systems, 311 systems, and route management systems, but excluding third party equipment within Company's direct control; (iii) that result from any scheduled maintenance or security-related reasons; or (iv) arising from our suspension and termination of Customer's right to use Company Cloud Hosting in accordance with the Agreement (collectively, the "Company Cloud Hosting SLA Exclusions").

4.5 SECURITY AND CUSTOMER DATA. Customer Data is owned exclusively by Customer. Company will make commercially reasonable efforts to ensure the privacy and security of Customer Data by utilizing industry standard practices, including data encryption and password protection, and by making regular scheduled data backups. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of Company Cloud Hosting; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data. NOTWITHSTANDING ANYTHING HEREIN APPARENTLY TO THE CONTRARY, COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

5. THIRD PARTY PRODUCTS. Third-Party Products may be subject to additional license terms and restrictions ("Third-Party Terms"), which Company will make available to Customer as required by the suppliers of such Third- Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third- Party Terms shall control to the extent of the conflict. Company hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Products warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

6. AUDITS. During the term of the Agreement and for a period of one (1) year thereafter, Company will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with the Agreement. The audit will include at a minimum Company having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Software, and any hardware that contains Software). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than fifteen (15) days' prior written notice to Customer. The audit will be conducted virtually or onsite at the Customer's premises, at Company's sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this section

discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Company the amount of that underpayment and, in addition, will:

(1) reimburse Company's reasonable and actual costs for that audit and

(2) be subject to legal remedies available to Company for Customer's breach of the Agreement.

7. INTELLECTUAL PROPERTY RIGHTS. Title to the Company Materials (excluding any Customer Content incorporated therein) shall at all times remain with Company or its third-party licensors as applicable. Customer acknowledges that the Services and the Company Materials are proprietary to Company and that all rights thereto are owned by Company or its third-party licensors as applicable. The Customer further acknowledges that the Company Materials contain trade secrets of Company and that the Company Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the Company Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the Company Platform.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 Mutual. Each party represents and warrants to the other party that:

(a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it;

(b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party;

(c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and

(d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

8.2 Hardware and Software Warranties.

(a) Routeware's proprietary Software Warranty shall apply, subject to the exceptions detailed in (d) below, and shall become void should any of the actions detailed there occur;

(b) The Warranty for Hardware shall apply based on the Hardware procured, and in what manner. There are two options for hardware acquisition, decided upon by the Customer. This selection must be made prior to the ordering of any Hardware and before any work commences.

(i) **Routeware-Managed** – Routeware provides Hardware, provisioning, MDM, and cellular service. Hardware Warranty applies in full.

(ii) **Customer BYOD** – Customer obtains Hardware compliant with Routeware Hardware system requirements, installs and provisions Company Software via a mutually agreed upon process, and installs its own MDM and cellular service with minimal involvement from Routeware. No Hardware warranty applies to the Customer BYOD hardware selection.

(iii) **Tablet as a Service (TaaS) –** Routeware provides Hardware, provisioning, and MDM as a Subscription Service, with those costs included as part of the monthly recurring subscription fees. Cellular service is included with IOS devices; the use of Routeware-provided cell lines is required for Android devices at additional cost. Hardware Warranty applies in full.

(c) Subject to the exceptions listed below in part (b), Company warrants:

(i) that the Hardware, if applicable, will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one (1) year from the date of initial shipment (the "Hardware Warranty Period"). Customer may purchase renewals of the Hardware Warranty Period, if applicable, through extended service plans made available by Company in its discretion. Following the end of the Hardware Warranty Period, if applicable, Company will have no further obligation to repair or support the applicable Hardware; and

(ii) that the Software will be free from material defects and workmanship and will operate in all material respects in substantial conformance with the Documentation (the "Software Warranty") for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period").

Following the ninety (90) day Software Warranty Period all software performance issues are governed by the Service Level Agreement.

(d) Company's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty, if applicable, or Software Warranty will be repair or replacement of the defective Product within thirty (30) days of the written notice of the defective Product by the Customer, including, for Hardware, within 30 days after the receipt of the Hardware by Company from Customer and verification of the defect. If Company cannot repair or replace the defective Software during the Software Warranty Period, Company will refund all amounts paid by Customer for the defective Software and Company can terminate the Agreement. All claims must be received by Company promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware, if applicable, and Software Warranties do not apply to any defect or failure to operate that is attributable to:

(i) Customer's misuse or abuse of or failure to maintain the Product;

(ii) Customer's failure to operate the Product in accordance with the Documentation;

(iii) input errors, data conversion errors or other such errors, such as Customer's failure to sequence route stops independently or through a Company professional services agreement;

(iv) any change made to the Product by Customer without Company's written approval;

(v) any defect, limitation or incompatibility in any equipment or other component installed by Customer;

(vi) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies;

(vii) the installation of any non-Routeware application software on any device. Company shall not be liable for any impact this application(s) may have on Company's software's performance or functionality.

(viii) any material change in Customer's business or in the operating conditions under which the Product is used;

(ix) translations; or

(x) Third-Party Products.

(e) All TaaS Hardware is the property of Routeware. Throughout the Term of the Order and at no additional cost to the Customer, Routeware will repair or replace defective units with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear, as described in section (d) above.

(f) TaaS tablets have an expected life of approximately four (4) years. Each device may be replaced one time at the end of a four-year term ("Hardware Refresh"), subject to section (d) above. Such Hardware Refresh shall require a renewal of the current Subscription Service term for a minimum of thirty-six (36) months.

8.3 Return Merchandise Authorization. If Customer experiences the failure of any Routeware-Managed Customer-owned Hardware no longer covered under the Hardware Warranty, Customer may notify Technical Support to attempt to diagnose and resolve any issues via online and/or phone communication with the Customer. If the issue is not resolved, Customer will be forwarded an RMA Request Form with full instructions to complete and return the hardware to the Company's RMA Department for evaluation and verification of any malfunction. If hardware is not received by the RMA Department, or if Customer fails to respond to any subsequent questions or communications regarding the RMA within thirty (30) days, the RMA will be closed. A new RMA Request Form will be required should the Customer wish to pursue RMA evaluation in the future.

Once the hardware covered by the RMA is received by the RMA Department, the hardware will be evaluated, and Customer will be provided one or more of the following options:

(a) No malfunction or issue detected. Device performed correctly and will be returned to Customer.

(b) Issue confirmed. Cost estimate to repair will be provided to Customer. Upon Customer approval, device will be repaired, tested and returned to Customer.

(c) Issue confirmed. Beyond repair, recommendation to replace at Customer cost will be provided. Device will be recycled by Company or returned unrepaired to Customer upon Customer decision.

8.4 Disclaimer. THE WARRANTIES OF SECTION 8.2 ARE THE EXCLUSIVE WARRANTIES OFFERED BY COMPANY AND

COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Company, at its sole expense, agrees to defend and indemnify Customer against any third party claim that Customer's use of the Products, as delivered by Company to Customer and used in accordance with this Agreement and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) Customer notifies Company in writing within thirty (30) days of the claim; (ii) Company has sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on Customer; and (iii) Customer provides Company with the information, assistance and authority to enable Company to perform Company's obligations under this Section. In any action based on claim of infringement, Company may, at its option and own expense and as its entire obligation to Customer with respect to such claims, either: (1) procure the right for Customer to continue using the Products in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the Products so that the infringing Product becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Product with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected Product and Company shall issue a refund to Customer for any prepaid but unused fees. Company shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the Products made by a party other than Company, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the Products with non-Company equipment, devices, products or data, unless the claim would not have occurred but for the use of the Product in the combination, operation or use; (c) the use of an unsupported version of the Product; (d) use of the Product outside the scope of this Agreement or the documentation; (e) Company's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer; or (f) Customer's failure to use all applicable enhancements and upgrades to the Products made available to Customer by Company, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to monitor the proceedings.

9.2 To the maximum extent expressly provided by North Dakota law, Customer, at its sole expense, agrees to defend and indemnify Company against any third-party claim that the data provided by Customer to Company, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

9.3 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS, LOST DATA AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO COMPANY IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY. EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF

CONFIDENTIALITY, INDEMNITY OBLIGATIONS OR VIOLATIONS OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY HERETO MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

9.5 ALLOCATION OF RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1 Term of Agreement. The Agreement begins on the Effective Date and continues until terminated pursuant to this Section 10.

10.2 Termination Rights. The Agreement (including any of the Incorporated Agreements) may only be terminated as follows:

(a) by mutual, written agreement of the parties;

(b) by either party if the other party materially breaches the Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party;

(c) at the end of the last active License Period pursuant to Section 3.2**;**

(d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within sixty (60) days;

(e) **Fiscal Funding Out.** In the event no funds or insufficient funds are appropriated by the Customer's City in any fiscal period for any payments due hereunder, Customer will notify Company of such occurrence in writing at least thirty (30) days prior to the end of the then-current fiscal period, including documentation of defunding from the entity, and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Customer of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

10.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies:

(a) Customer shall immediately cease all use of all Hardware and all Software and delete or return to Company all copies of Software in Customer's possession;

(b) all other rights and obligations immediately cease, except that Sections 2.2, 3.3, 6, 8.3, 9, 10.3, and 11 of the MSLA, and Sections 5.1, 6, 7, 8, 9, and 10 of the Professional Services Agreement (if the PSA is an Incorporated Agreement) shall survive termination;

(c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information;

(d) Customer will immediately pay Company any undisputed amounts still outstanding. For clarity, undisputed amounts include all payments owed by Customer during the entire term of the Agreement; and

(e) Company will immediately reimburse fees paid by Customer for services not used.

11. CONFIDENTIAL INFORMATION; PUBLICITY

11.1 Confidential Information. Both parties recognize that they may each receive (as a "Recipient") from the other (as a "Discloser") certain confidential and valuable proprietary information that is identified pursuant to the terms of this Section 11 as confidential (collectively, the "Confidential Information"). Both parties agree to identify any Confidential Information as follows: if written, with a written legend that says "confidential" or a similar term; or if verbal, by identifying the information as confidential when disclosed, and then sending the Recipient a written

confirmation of that confidential status within thirty (30) days after disclosure. Notwithstanding the foregoing, all pricing, Documentation and Software are Company Confidential Information. A Recipient will not, without the Discloser's prior written consent, disclose Confidential Information to any person other than those of its employees, independent contractors or consultants who need to know it for the purposes of this Agreement and who are bound by confidentiality agreements with the Recipient that are at least as protective as this section. A Recipient may only use Confidential Information for the purpose of this Agreement. A Recipient will handle any Confidential Information with the same care as it does its own confidential information, but in any event no less than reasonable care. None of the provisions of this section, however, apply to any Confidential Information that meets any one of the following criteria:

(a) information possessed by the Recipient without restriction prior to receiving it from the Discloser, provided that the Recipient can demonstrate such possession was obtained lawfully;

(b) information that the Recipient developed independently and without use of or reference to the Confidential Information, as documented by its written records;

(c) information that the Recipient receives from another party who is not in breach of any of that party's obligations as a result of that disclosure; or

(d) information that the Discloser intentionally discloses to any other party without any restriction on confidentiality.

Additionally, a Recipient may disclose Discloser's Confidential Information to the extent that a court or other governmental body orders such Confidential Information disclosed by the Recipient, provided that the Recipient promptly notifies the Discloser of such order and provides the Discloser with notice and opportunity to contest it, if possible. These obligations shall survive the termination of this Agreement for a period of five (5) years, except with respect to any source code, which will remain protected until it is no longer Confidential Information. This section does not intend to grant a Recipient any ownership interest or license or right to any intellectual property rights of the Discloser.

11.2 Notwithstanding anything contained herein to the contrary, the parties acknowledge that if the Customer is a government entity and subject to the Federal Freedom of Information Act, the Customer shall not be responsible to the Vendor for any disclosure of Confidential Information pursuant to the Act or pursuant to official public records act laws, rules, regulations, instructions or other legal requirement.

11.3 Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows:

(a) with the prior written consent of the other party;

(b) as otherwise may be required by law or legal process;

(c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and

(d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least ten (10) days' prior written notice of such disclosure.

Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

11.4 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

11.5 Insurance. Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

11.6 Customer Responsibility. Customer is solely responsible under the Agreement for all actions of its officers, directors, employees and contractors. Customer is solely responsible for the use of the Software, including but not limited to: assuring proper installation and configuration (if not installed and configured by Company); audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation. Company is not responsible for any loss of data by Customer resulting from improper conversion of Customer's data to or from the data formats and data structures used by the Software. Customer has sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer data. Customer is solely responsible to prevent unauthorized access to, or use of, Products or Services hereunder, and will notify Company promptly of any such unauthorized access or use. Customer will comply with all applicable laws in its use of Products and Services hereunder.

11.7 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, flood, labor disputes and strikes, riots, war, pandemics, telecommunications failures (including any systemic Internet failures and any interruptions in services of internet service providers), and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

11.8 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances:

(a) with the express written consent of the other party, which may not be unreasonably delayed or withheld;

(b) as part of a re-organization or restructuring;

(c) to the surviving entity of a merger transaction; or

(d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

A license transfer fee may be assessed by Company in the event of Customer acquisition/change in control.

11.9 Changes & Waivers. Company reserves the right to change the terms and conditions of this Agreement at any time**.** The Customer's Agreement shall be governed by this MSLA and attached Professional Services Agreement, Service Level Agreement, and Data Security and Protection Schedules, with an effective date of December 1, 2025, including any subsequent Amendments or Addendums. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an authorized representative of the waiving party.

11.10 Governing Law. The laws of the State of North Dakota, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. Notwithstanding anything to the contrary in this Section 11.10, no disputes between the parties shall be brought by either party in the state's small claims courts. Venue for any action arising out of this Agreement shall be in District Court in Ward County, North Dakota.

11.11 Dispute Resolution.

(a) The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, the parties agree to use the following alternative dispute procedure as their

initial recourse with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with this dispute resolution procedure.

(b) At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute. These negotiations shall be conducted by non-lawyer, business representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations.

(c) If the negotiations do not resolve the Dispute within ten (10) business days of their commencement or such negotiations do not commence within seven (7) days of request by the other party in writing, then either party shall be free to pursue all rights and remedies as set forth in this Section 11.11.

11.12 Attorney Fees. The prevailing party in any arbitration or litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney's fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

11.13 Conflicts. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable North Dakota law, and the remaining terms of this Agreement shall remain in full force and effect. If one or both of the Parties claim the unenforceable term was a material term of the Agreement, then the Parties shall renegotiate the Agreement to address the unenforceable term in an equitable manner.

11.14 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, by email or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.14. Customer is responsible for providing Company with its complete and accurate billing and contact information and notifying Company of any changes to such information.

11.15 Counterparts. The Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by electronic signature or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.16 Headings; Interpretation. Headings are used in the Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, "includes" (or "including") means without limitation.

11.17 Export Compliance. The Products may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Products or Confidential Information provided to it hereunder in a U.S.-embargoed country or region (currently the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or governmental regulation.

11.18 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.19 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.20 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, other

ordering document, or any other document associated with this Agreement that conflict with the terms of the Agreement or the Order will have no effect and are hereby rejected. The terms of this Agreement take precedence over the terms of any purchase order, invoice, other ordering document, or any other document associated with this Agreement.

SCHEDULE A
PROFESSIONAL SERVICES AGREEMENT

The Professional Services described in this Professional Services Agreement (the "PSA") cover installation, configuration, integration, training and project management to assist customers with the deployment of Routeware Products. This PSA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

DEFINITIONS

The definitions of terms set forth in the PSA and the Agreement and any Order are incorporated herein by reference. In addition, the following terms shall have the following meanings:

"Change Order" means any change to an SOW, as described in the "Change Orders" section 3.4 below. Change Orders will be deemed incorporated by reference in the applicable SOW.

"**Contract Property**" has the meaning set forth in Section 5.3.

"Defect" means an error, bug, or deviation from a specification in the SOW that has a material adverse effect on the appearance, operation, or functionality of the Deliverable, but excluding any such error, bug, or deviation from a specification in the SOW caused by or arising as a result of: (a) an act or omission of Customer, or an act or omission of one of Customer's employees, offices, agents, suppliers, or sub- contractors; or (b) an incompatibility between the Deliverable and any other system, application, program, or software that fails to transmit or receive data using protocols specified in the SOW. To avoid doubt, a minor or cosmetic difference to the specification in the SOW which does not have any substantive effect on the Deliverable will not be regarded as a Defect.

"Deliverable" means a deliverable under an SOW.

"Final 30-Day Project Notice" has the meaning set forth in Section 2.3.

"Professional Services" means work performed by Company, or its respective permitted subcontractors under an SOW.

"SOW" means a Statement of Work describing Professional Services to be provided hereunder, that is entered into between Customer and Company.

1. PROFESSIONAL SERVICES

1.1. Scope of Professional Services. Company will provide to Customer the Professional Services specified in each SOW, subject to Customer's payment of all applicable Fees.

1.2. Limitations of Scope:

(a) Unless specified in an SOW, no additional reports or dashboards other than those delivered as part of the solution will be delivered.

(b) Unless specified in an SOW, no custom configuration which would require unique code to be developed will be delivered.

(c) Unless specified in an SOW, the solution will be delivered as part of a single Go-Live event, covering a single location.

(d) If specified in the SOW, remote targeted training will be delivered during the implementation to familiarize Customer's staff with the solution. Customer will be responsible for ensuring that the right staff participates in these training sessions. Repeat sessions for additional staff will be billable events and require a Change Order.

(e) Scenario-based training may be conducted remotely or on-site per the SOW, and is structured to as Train-the Trainer. Repeat sessions for additional staff will be billable events and require a Change Order.

(f) Any customer required documentation outside of the standard deployment artifacts must be included in the Contract/SOW. Creating these will be a billable project.

(g) Direct support for the Customer's end customer is excluded.

2. COOPERATION

2.1. Customer Cooperation. Customer will cooperate reasonably and in good faith with Company in its performance of Professional Services, without limitation:

(a) Allocating sufficient resources and timely performing any tasks reasonably necessary to enable Company to perform its obligations under each SOW

(b) Timely delivering any Customer deliverables and other obligations required under each SOW

(c) Timely responding to Company's inquiries related to the Professional Services

(d) Assigning an internal project manager for each SOW to serve as a primary point of contact for Company;

(e) Actively participating in scheduled project meetings;

(f) Providing, in a timely manner and at no charge to Company, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, and continuous administrative access to Customer's Products account, and coordination of onsite, online and telephonic meetings all as reasonably required by Company; and

(g) Complete, accurate and timely information, data and feedback all as reasonably required.

2.2. Delays. Any delays in the performance of Professional Services, delivery of Deliverables caused by Customer may result in additional applicable charges for resource time, and is not deemed a term of non-performance in deliverable dates by Company. Delays in the Deliverables caused solely by the Company will be assessed on a case-by-case basis for any compensation that may be due Customer.

2.3. Meetings and Information Requests; Final 30-Day Project Notice. Company and Customer shall each use commercially reasonable efforts to attend all scheduled joint meetings. The repeated cancellation of or absence from joint meetings may result in delay and additional costs. In the event that Company has made a request and Customer has not responded promptly with the requested information, Company may issue a "Final 30-Day Project Notice'' ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Company shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Company to execute a new SOW and Customer shall be responsible for any additional Fees contemplated thereunder, even if listed in the original SOW.

3. DELIVERY, ACCEPTANCE AND CHANGE ORDERS

3.1. Acceptance. Upon completion of each Deliverable under an SOW, if acceptance is required pursuant to the SOW, Company will provide a complete copy to Customer and upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for reviewing and testing such Deliverables in accordance with such SOW pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Customer must so notify Company in writing within 10 business days after Company's submission of the Deliverable, specifying the deficiencies or Defects in detail. Subject to Section 3.2 below, Company will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. Customer will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Company in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to meet the functional requirements specified in the applicable SOW or contains Defects after its second resubmission to Customer, Customer may either, as its sole and exclusive remedy:

(a) again reject the Deliverable and return it to Company for further correction and resubmission in accordance with the process described above or

(b) terminate the relevant SOW immediately upon written notice and recover all Professional Services Fees paid under such SOW for such deficient Deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a Deliverable, the parties shall cooperate in good faith to appropriately modify such requirements. Failure to reject a Deliverable within the applicable acceptance period shall be deemed acceptance of such Deliverable.

3.2. Dispute. If Company, in its reasonable and good faith judgment, does not agree with Customer that a submitted Deliverable does not meet the applicable functional requirements set forth for such Deliverable in the applicable SOW or contains one or more Defects, Company will so notify Customer. The parties will use reasonable efforts to resolve the disagreement as soon as reasonably practicable, including by escalation to more senior management.

3.3. No Effect on Warranty Remedies. Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under the "Warranty" section below.

3.4. Change Orders. Changes to an SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated Fees and schedule for the performance of the applicable Services. Upon Company's receipt of a Change Order request from Customer, Company will promptly notify Customer if Company believes that the Change Order request requires an adjustment to the Fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. During such negotiations, Company may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the Change Order request unless and until the parties have executed an applicable Change Order. Any time and materials that are required to evaluate a Change Order request are billable at Company's then-current standard rates.

4. FEES AND INVOICING

4.1. Fees. Customer will pay Company for the Professional Services at the rates specified in the applicable SOW or if no rate is specified in the SOW at Company's standard rates in effect at the time the SOW is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for Customer's budgeting and Company's resource scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, Company will continue to provide Professional Services under the same rates and terms. Company will periodically update Customer on the status of the Professional Services and the Fees accrued under SOWs.

4.2. Incidental Expenses. Customer will reimburse Company for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services including airfare/mileage, lodging, meals, tolls.

4.3. Suspension of Professional Services. If any amount owed by Customer under this or any other agreement for Professional Services is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend its performance of Professional Services until such amounts are paid in full. No additional licenses nor SOWs will be presented to Customers who are delinquent on payments.

4.4. Support Fees. Any Development, Integration, Reporting, or Ongoing Data Synchronization work is subject to annual or monthly maintenance fees.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Customer Intellectual Property. Customer does not grant to Company any rights in or to Customer's intellectual property except such licenses as may be required for Company to perform its obligations hereunder.

5.2. Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information.

5.3. License for Contract Property. Upon Customer's payment of Fees due under an applicable SOW, Company grants Customer a non-exclusive, non-transferable, license to maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Products anything developed by Company for Customer, including Deliverables, under this Agreement ("Contract Property"). Company and Customer each retains all right, title and interest in its respective intellectual property and Company retains all ownership rights in the Contract Property.

6. WARRANTIES, EXCLUSIVE REMEDY AND DISCLAIMERS

6.1. Warranty. Company warrants that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer's exclusive remedy and Company's entire liability will be the re-performance of the applicable Professional Services. If Company is unable to re-perform the Professional Services as warranted, Customer will be entitled to recover the Professional Services Fees paid to Company for the deficient Professional Services. Customer must make any claim under the foregoing warranty to Company in writing within ninety (90) days of performance of such Professional Services in order to receive warranty remedies.

6.2. Disclaimer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. INDEMNIFICATION

7.1. Indemnification by Company. Company will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party arising out of death, personal injury or damage to tangible property to the extent caused by Company personnel in their performance of the Professional Services, and will indemnify Customer for any damages, attorneys' fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved in writing by Company of, any such Claim, all of the foregoing to the extent caused by Company personnel, provided that Customer: (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (except that Company may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) gives Company all reasonable assistance, at Company's cost. The above defense and indemnification obligations do not apply to the extent a Claim arises from Customer's breach of the Agreement.

7.2. Mutual Indemnity. To the maximum extent expressly permitted by North Dakota law, each party (the "Provider") will defend the other party (the "Recipient") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider hereunder ("Material") infringes or mis-appropriates such third party's intellectual property rights, and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defense and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will

have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient,
(iii). In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant SOW upon ten (10) days' written notice given within thirty (30) days after the Provider's exercise of such option, subject to the "Payment Upon Termination" section below.

8. EXCLUSIVE REMEDY. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO AN SOW EXCEED THE TOTAL FEES PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SOW OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. NON-SOLICITATION AND CONTRACTORS.

10.1. Non-Solicitation and Non-Hiring of Company's Employees. During the term of this Agreement, and for a period of two years after the termination of this Agreement, Customer agrees not to hire or to solicit the employment of any person who (a) at the time of such solicitation or hiring is presently an employee of Company, or (b) at any time within one year prior to such solicitation or hiring has been an employee of Company, and directly or indirectly associated with Company's work effort under this Agreement. The parties recognize and agree that the damages resulting to Company from a breach of this Section are difficult or impossible to calculate, and that irreparable injury to Company would result from any such breach. Company shall be entitled to injunctive relief in the event of any breach or threatened breach of this Section, in addition to any other remedy in law or equity arising therefrom. Additionally, if Customer hires such a person as Customer's employee or contracts with such a person as Customer's contractor, Customer shall pay to Company liquidated damages equal to two times such person's annual base salary immediately preceding such person's termination of employment with Company. The parties agree that such liquidated damages are a reasonable estimate of the damages which would be suffered by the Company in the event of such hiring.

10.2. Subcontractors. Company may, in its reasonable discretion, use subcontractors inside or outside the United States to perform any of its obligations hereunder. Company will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with

Company’s obligations under this Agreement, except as otherwise specified herein.

SCHEDULE B
SERVICE LEVEL AGREEMENT (SLA)

This SLA incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

1. Uptime Service Levels for The Company's Products

Every effort will be made by The Company to conduct periodic monitoring of its Products to assess availability in order to meet the following service availability targets.

Objective		Target
Software Uptime*	**Software application availability time (EasyRoute, SmartCity, ReCollect, Recyclist, Elements, EnCore, etc.)**	**99%**

*Uptime SLA only applies to Software hosted by the Company. Scheduled service unavailability times are not included in our uptime calculations. Uptime is measured every 180 days over standard service across all customers.

If the Company does not meet the Uptime Percentage Target specified above, Customer will be entitled, upon written request, to a service level credit ("Service Level Credit"), with respect to the applicable Software, equal to the total number of minutes of downtime during the month divided by the total month's minutes, minus 0.01, all multiplied by the monthly average Software Fee derived from one-twelfth (1/12th) of the then-current annual Software Fees paid to the Company. Such Service Level Credit will be applied to the customer's invoice for the billing period following the date on which the Company approves the request for credit by the Customer.

2. Support Service Level Matrix – Notification from Customers of a defect or via internal audit reports

HARDWARE SUPPORT LEVEL MATRIX

- Tier 1 Level Support will investigate, and action next steps. Tier 2 Level Support will target to provide initial response to Customer within 1 Business Day when received via email. If an email, chat or call is made related to a Tier 1 Support case, Customer will receive the initial response immediately and/or within the first twelve
  (12) hours.
- In the event that a Field Service Technician is required at the sole discretion of the Company, Technical Support will liaise with The Company's Fulfillment team to assist with finding an approved installer.
- If the issue relates to a hardware malfunction and Customer is unable to utilize the hardware to operate, the Company will endeavor to resolve the issues, or replace the hardware device where applicable. In some cases, a workaround may be provided to Customer until a hardware replacement is received. While The Company may provide replacement hardware with expedited or overnight shipping, the Company is not responsible for delays by the shipping carrier.

SOFTWARE SUPPORT LEVEL MATRIX: The following table details the different priorities for incidents. All hours and days listed are business hours, or business days and valid from the date/time of notification to the Company. All target diagnosis and resolution times are approximate. The Company will use commercially reasonable efforts to address incidents within the stated timelines below.

Severity Level	Details	Target Acknowledgement*	Target Initial Diagnosis time**	Target Resolution time***
P1 – Priority Level 1	**A critical severity issue has significant to critical impact on business, production, etc., and to which there is no reasonable workaround**	**1 Hour**	**1 Day**	**Hotfix may be applied to affected Customers and general release in one of next two updates, if deemed appropriate for all customers**
P2 – Priority Level 2	**An issue that has some business impacts on the production system resulting in some loss of functionality. A workaround may be available and software is still usable but operating sub-optimally.**	**1 Day**	**5-10 Days**	**Within current or next release, where appropriate**
P3 – Priority Level 3	**A case that has no immediate impact on the performance, quality or functionality of the software system.**	**3 Days**	**10-15 Days**	**N/A**

*Target Acknowledgement: The Company will use reasonable efforts to respond to Customer to acknowledge a fault notification within the corresponding time (measured from the earlier of the time of receipt of Customer notification or the time the Company becomes aware of the defect) for the Severity Level set out in the table above.

**Target Initial Diagnosis: The Company will use reasonable efforts to respond to Customer within the corresponding time for the Severity Level set out in the table above with the results of its initial diagnosis of a defect and advise the Customer of the cause of the issue and how it intends to resolve the issue.

***Target Resolution of Defects: The Company will aim to resolve the defect within the corresponding time (measured from the earlier of the time of receipt of the Customer notification or the time Routeware becomes aware of the defect) for the Severity Level set out in the table above.

3. LIMITATIONS

The resolution of defects does not include work addressing system limitations due to Customer system-related issues or issues caused by the Customer's on-premises placement of any hardware or server.

Further, this SLA and any applicable Service Levels do not apply to any performance or availability issues due to:

(a) Scheduled maintenance where the Company has given at least two (2) business days' notice in advance to the Customer, or

(b) Circumstances beyond the reasonable control of the Company, including without limitation: acts of Government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third–party software or equipment, or

(c) Any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Company's services in breach of the Agreement.

4. Scheduled Maintenance

When an outage is required for scheduled maintenance, the Company will communicate all scheduled service outages by giving at least 48 hours' notice in advance to the Customer. The Company will make every effort to perform any scheduled maintenance events during non-business hours to minimize impact to Customer's business operations.

5. Routeware Technical Support Availability

Standard Technical Support Hours are between 5:00 a.m. – 5:00 p.m. Pacific Standard Time (PST) (US); 8:00 a.m. – 5:00 p.m. Greenwich Mean Time (GMT) (UK); and 8:00 a.m. – 5:00 p.m. Eastern Standard Time (EST) (Canada), Monday-Friday, excluding Holidays listed below (holidays subject to change). For Holidays that occur on a Saturday or Sunday, the Holiday is observed either the Friday before, or following Monday.

North America Holiday Schedule:

- New Year's Day
- MLK Day
- Good Friday
- Memorial Day
- Independence Day (United States)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Canadian Holiday Schedule:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day (Newfoundland Memorial Day)
- Civic Holiday
- Labour Day
- Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- New Year's Day

UK Holiday Schedule:

- New Year's Day
- Good Friday
- Easter Monday
- Early May Bank Holiday
- Spring Bank Holiday
- Platinum Jubilee Bank Holiday
- Summer Bank Holiday
- Christmas Day
- Boxing Day

6. DEFINED TERMS

- **Critical Functions** (P1) could include, where relevant, inability to process billing, generate invoices, accept and process payments, unable to run any system reports, Dispatch system is inoperable, frozen sessions, multiple devices with chronic crashes or failure of on-board computer tablets, etc.
- **Priority Level 2** (P2) functions still have a significant impact to the Customer's business and could include, where relevant, Smart Truck failures fleet wide, a subset of drivers are having similar issues with tablets, a primary report is not functioning, etc.
- **Priority Level 3** (P3) issues are less severe, and often include professional services requests such as training, configuration assistance, issues with a workaround provided by the Company, general questions, etc.
- **Defect** means any failure of a Product which: (i) does not result from any act or omission of the Customer, or their authorized agent, including without limitation, negligence, willful misconduct, or use of the Products in breach of the Agreement and; (ii) is not outside the reasonable control of the Company, including without limitation: acts of any government authority, war, sabotage, fire, flood, strike or other labor disturbance, failure of third party software or equipment.
- Resolution and Resolve are references to the implementation of a permanent solution to a Defect.

7. INCIDENT RESPONSE and ROOT CAUSE ANALYSIS

An incident is an unplanned interruption to the Products that is not a result of the Customer making configuration or other types of changes. Incidents may occur due to misconfiguration, corrupted data or service crashes, etc. In the unlikely event that an incident occurs to a Customer's hardware or software solutions, an Incident Management Response Process is initiated in order to log, record and resolve the incident(s) as quickly as possible to restore the business process or service back to normal. As part of the Company's Incident Management Response Process, an RCA (root cause analysis) is completed and will be provided to Customer upon request.

For immediate support assistance and to open a ticket, call:
877.906.8545 Or send an email to generate a ticket to:
support@routeware.com

SCHEDULE C
ROUTEWARE, INC., DATA SECURITY AND PROTECTION

Routeware's SOC report talks about Data Security, unauthorized breach, and our preparedness for it. This can be accessed by visiting https://trust.routeware.com, where our NDA can be signed and the document downloaded. Routeware's SOC-2 Certificate can also be found here. This Data Security and Protection Schedule incorporates by reference the Routeware Master Sales and License Agreement (hereinafter "Agreement") executed by the parties.

Definitions

"**Company Personnel**" means any Company employee, contractor, subcontractor or agent to whom Company authorizes to access or Process Customer Information.
"**Customer Information**" means any information owned or controlled by Customer, in any form, format or media (including paper, electronic and other records), that is provided to Company or that Company has access to, obtains, uses, maintains or otherwise handles in connection with the performance of Services, including partial copies thereof.
"**Personal Information**" means any Customer Information that relates to an identified or identifiable individual.
"**Process**" or "**Processing**" means the collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, or other use of data.

1. Limitations on Use. Company will Process Customer Information only on Customer's behalf to perform the Services in accordance with this Agreement or other documented instructions of Customer. For clarity, Company will not: (a) retain, use, disclose, or otherwise Process Customer Information for any purpose other than performing the Services specified in this Agreement, including for any commercial purpose of Company or any third party; (b) sell Customer Information, or otherwise disclose Customer Information to any third party for the commercial benefit of Company or any third party; or (c) combine Customer Information with Personal Information (as defined below) that Company receives from or on behalf of another person or persons, or collects from its own interaction with individuals, except as expressly approved by Customer and in compliance with applicable law. Company certifies that it understands and will comply with all restrictions placed on its Processing of Customer Information in this Schedule and this Agreement.

2. Confidentiality. Company will hold Customer Information in strict confidence and impose confidentiality obligations on Company Personnel (as defined below) who will be provided access to, or will otherwise Process, Customer Information, including to protect all Customer Information in accordance with the requirements of this Schedule (including during the term of their employment or engagement and thereafter).

3. Information Security Program. Company will implement and maintain a comprehensive written information security program that contains appropriate administrative, technical and physical safeguards to protect Customer Information against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure; unauthorized, unlawful or accidental loss, destruction, acquisition or damage; or any other unauthorized form of Processing) ("**Information Security Program**").

4. Disclosure. Company will not disclose or transfer Customer Information to, or allow access to Customer Information by, any third party, including to Company's affiliates or subcontractors, without first entering into an agreement with such third party that is at least as restrictive as this Schedule. Such agreement will be provided to Customer promptly upon request. Company will remain liable for all acts or omissions by such third parties with respect to the disclosed Customer Information.

5. Deidentification and Aggregation. To the extent that Customer provides any Customer Information to Company in a deidentified or aggregated form, Company will make no attempt to identify any individual to whom such information relates, and will take commercially reasonable measures to prevent such reidentification of the

information. Likewise, to the extent this Agreement authorizes Company to use Customer Information in a deidentified or aggregated manner, Company will ensure that any such information qualifies as "deidentified" information and/or "aggregate consumer information" as defined by the California Consumer Privacy Act of 2018, as amended, and will make no attempt to reidentify any individual to whom such information relates.

6. Requests or Complaints from Individuals. Company will promptly notify Customer in writing, and in any case within two (2) days of receipt, unless specifically prohibited by laws applicable to Company, if Company receives: (i) any requests from an individual with respect to Personal Information, including, but not limited, to opt-out requests, requests for access or deletion, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information. Company will not respond to any such request or complaint, unless expressly authorized to do so by Customer, and will cooperate with Customer with respect to any action taken relating to such request or complaint.

7. Disclosure Requests. If Company receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Customer Information to any government authority or other third party, Company will immediately notify Customer (except to the extent prohibited by laws applicable to Company). Company will provide Customer with at least forty-eight (48) hours' notice prior to the required disclosure and will cooperate with Customer with respect to any such request, including to obtain an appropriate protective order.

8. Audit. Upon Customer's request, Company will make available to Customer up to once per year (a) a copy of a third-party assessment, made by a reputable third party, such as a Service Organization Controls 2, Type 2 report or comparable report ("**Third-Party Report**"), if Company has obtained such a Third-Party Report; or (b) if Company has not obtained a Third-Party Report, written responses to a security assessment and compliance questionnaire provided by Customer ("**Written Responses**"). If Company responds to Customer's request by providing Written Responses rather than a Third-Party Report, and Customer reasonably determines that further assessment is warranted, Company will enable Customer upon its request, no more than annually and with at least thirty (30) days' prior written notice, to review Company's relevant policies, procedures, and systems as reasonably appropriate to audit Company's compliance with its obligations under this Schedule.

9. Regulatory Investigations. Company will assist and support Customer in the event of an investigation by any law enforcement body or regulator, if and to the extent that such investigation relates to Personal Information handled by Company on behalf of Customer in accordance with this Schedule. Such assistance will be at Customer's sole expense, except where investigation was required due to Company's acts or omissions, in which case such assistance will be at Company's sole expense.

10. Security Incident. Company will notify Customer in writing within forty-eight (48) hours whenever Company reasonably believes that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of or damage to Customer Information or any other unauthorized Processing of Customer Information (a "**Security Incident**"). Company will immediately investigate the Security Incident, and take all necessary steps to eliminate or contain the exposure of the Customer Information and keep Customer informed of the status and cause of the Security Incident and all related matters. Company further agrees to provide reasonable assistance and cooperation requested by Customer and/or Customer's designated representatives in the furtherance of any correction, remediation, investigation or recording of any Security Incident and/or the mitigation of any potential damage, including any notification that Customer may determine appropriate to send to affected individuals, regulators or third parties, and/or the provision of any credit reporting service that Customer deems appropriate to provide to affected individuals. Unless required by law applicable to Company, Company will not notify any individual or any third party other than law enforcement of any potential Security Incident involving Customer Information without first obtaining written permission of Customer. In addition, within thirty (30) days of identifying or being informed of any Security Incident arising from any act or omission by Company, Company will develop and execute a plan, subject to Customer's approval, that reduces the likelihood of a recurrence of a Security Incident.

11. Disposal or Return. Upon termination or expiration of this Agreement for any reason, or upon Customer's request, Company will immediately destroy any or all Customer Information in Company's possession, power or control, except as otherwise required by law applicable to Company, cease Processing Customer Information. If specifically directed by Customer, Company will return such Customer Information in a manner and format reasonably requested by Customer. If Company has such a legal obligation to retain Customer Information beyond the period otherwise specified by this Section, Company will notify Customer in writing of that obligation, to the extent permitted by applicable law, and will return or destroy the Customer Information in accordance with this Section as soon as possible after that legally required retention period has ended.

12. Cooperation; Adverse Changes. Company will provide relevant information and assistance reasonably requested by Customer to demonstrate Company's compliance with its obligations under this Schedule and assist Customer in meeting its obligations under data protection or privacy laws. Company will notify Customer promptly if Company: (i) has reason to believe that it is unable to comply with any of its obligations under this Schedule and cannot cure this inability to comply within a reasonable time frame; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Schedule. In the event that this Schedule, or any actions to be taken or contemplated to be taken in performance of this Schedule, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this Schedule.

13. Miscellaneous. The obligations of Company under this Schedule will continue for as long as Company continues to have access to, is in possession or control of, or acquires Customer Information, even if all agreements between Company and Customer have expired or have been terminated. This Schedule may be amended only by written agreement of the parties.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE GARBAGE COLLECTION MONITORING, CONSULTANTS, AND EQUIPMENT EXPENSES FOR THE PURCHASE AND IMPLEMENTATION OF ROUTEWARE AUTOMATED TECHNOLOGY AND APPROVE THE USE OF SANITATION FUND RESERVES.

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

§1: An ordinance amending the 2026 annual budget garbage collection monitoring, consultants, and equipment expenses for the purchase and implementation of Routeware automated technology, using Sanitation Fund cash reserves:

13056000-43060		$9,066
13056000-43040		17,416
13056000-46102		7,518

§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: Veronica Meyer, Senior Project Manager

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT - 2026 LEAD SERVICE IDENTIFICATION AWARD OF BID (4926.1)**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Award the bid for the Lead Service Identification Project to Dig It Up Backhoe Service, Inc for the lowest bid of $1,203,580;**
2. **Authorize the Mayor to sign contract documents on behalf of the City; and**
3. **Approve the budget amendment on first reading.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The Utilities Department received a Department of Water Resources State Revolving Fund loan to identify unknown service line materials and to replace all lead service lines. The loan is eligible for 66% loan forgiveness. This project stems from the EPA's Lead and Copper Rule Revisions (LCRR) which requires all service lines to be identified and inventoried as well as replace all known lead service lines.

B. Proposed Project

The Lead Service Line Identification project is phase 1 for identifying service line materials and will identify 2,180 of the approximately 8,000 unknown service lines. The Contractor will provide photos, pipe material, pipe diameter and depth for each service to be identified.

C. Recommendation Detail

On Tuesday, May 26, 2026, at 11:00 AM, bids were opened for this project. Below is a bid tabulation summary:

Lead Service Identification Project Bid Tabulation

Engineer's Estimate	$1,100,000
Dig It Up Backhoe Service, Inc	$1,203,580
Lake Region Drilling	$2,372,720

The lowest responsible bid was received from Dig It Up Backhoe Service, Inc in the amount of $1,203,580.

IV. IMPACT

A. Service/Delivery Impact:

This project will identify 2,180 service lines as a start towards identifying all service line materials to comply with EPA requirements.

B. Fiscal Impact

Project Costs

A DWSRF loan was received for the project and is eligible for up to 66% loan forgiveness.

Engineer's Estimate	$1,100,000
Contractor's Bid	$1,203,580

Project Funding

As mentioned, a DWSRF loan was received to aid in funding this project, which will lead to compliance with EPA requirements. Up to 66% is eligible for loan forgiveness and the remaining amount will continue as a DWSRF loan. The budget amendment includes a 10% contingency for construction.

VI. ALTERNATIVES

The City Council could choose not to award the project, which would delay working toward full EPA LCRR compliance.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE WATER DISTRIBUTION CAPITAL INFRASTRUCTURE EXPENSES AND REVENUES FOR THE IDENTIFICATION OF LEAD SERVICE LINES.

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

§1: Amend the 2026 annual budget to increase the Water Distribution Capital Infrastructure expenses and revenues for the identification of lead service lines:

14061000-57200		$1,323,938
14000000-39340		1,323,938

§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: Veronica Meyer, Senior Project Manager

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT - PUBLIC WORKS OUTREACH GRANT APPROVAL**

I. RECOMMENDED ACTION

It is recommended City Council accept the $500 grant from the ND Chapter of APWA and approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In April, the ND Chapter of American Public Works Association (APWA) sent out a request for applications for the 2026 Public Works Outreach Grant. Up to three $500 grants were available to communities to help defer any costs associated with hosting an event to educate the public on the importance of a Public Works Department. The Public Works Department applied for one of the grants and received it.

B. Proposed Project

Every year during National Public Works Week, the Public Works Department hosts an open house for the public to come enjoy food, beverages, door prizes, demonstrations, touch-a-truck, and more all free of charge. Accepting this grant will assist in offsetting the cost of hosting this event.

C. Recommendation Detail

Staff recommends City Council accept the grant and approve the budget amendment on first reading.

IV. IMPACT

A. <u>Service/Delivery Impact:</u>

This grant will help offset the cost of hosting the public outreach event during National Public Works Week.

B. Fiscal Impact

Project Costs
Outreach Materials 46101

Project Funding
ND APWA Grant - $500

VI. ALTERNATIVES

N/A

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE VARIOUS PUBLIC WORKS DEPARTMENTS MATERIALS AND SUPPLIES EXPENSES AND CONTRIBUTIONS & DONATIONS REVENUE FOR A GRANT RECEIVED.

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

§1: Amend the 2026 annual budget to increase various Public Works departments Materials and Supplies expenses and contributions & donations revenue for a grant received:

13000000-36400		$100
14000000-36400		400
13057000-46101		100
14059000-46101		100
14060000-46101		100
14061000-46101		100
14062000-46101		100

§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: Bryan Banfill, Public Works Operations Director

DATE: June 1, 2026

SUBJECT: **BUDGET AMENDMENT & FLEET REPLACEMENT APPROVAL FOR (2) LOADERS**

I. RECOMMENDED ACTION

It is recommended City Council:

1. **Approve the budget amendment(s) and allow staff to begin procurement actions on first reading;**
2. **Authorize the selection of Butler for the loader units;**
3. **Authorize the Mayor and staff to sign applicable documentation; and**
4. **Authorize the disposal of unit 722 (NCF215901) and unit 525 (530261) through auction per Municipal code Sec 2-4.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

For the first/second quarter of 2026, the recommended fleet replacements have been identified as part of the approved 2026 Fleet Replacement 1 to N list, which received Council approval on October 6, 2025. This list has been made publicly available in the 2026 Budget book and is attached to the procurement item council memo, reflecting the established process for transparency and consistency. Additionally, this approval request includes disposal of existing degraded units (Street Dept Loader and Water Plant Loader), approval for selection of a bid for the unit replacements, and budget amendments for movement of capital equipment funds into the Street division budget for their loader. The Water/Sewer Department is an enterprise fund and will utilize funds generated by that fund. The bid opening occurred on May 6th, 2026, at 11:00 am. The original bid opening and review of proposals ended up being rejected due to all bidders not meeting specifications. Bid proposals were received as

follows:

VENDORS	BID AMOUNT
Butler	**$254,650.00**
RDO	**$258,360.00**
West River	**$260,500.00**
Titan	**$330,539.98**
General Equipment	**$314,300.00**

B. Proposed Project

As part of this initiative, two-wheel loaders will be procured—one for the Street Department and one for the Water/Sewer Department. The current loader from the Water/Sewer Department will be transferred to the Water Plant. In conjunction, the Street Dept loader and the Water Plant Loader will be disposed of through auction: Unit 722, the Street loader, and Unit 525, the Water Plant loader. This approach maintains operational efficiency and ensures both departments have equipment aligned with their functional requirements. NOTE: The Water / Sewer Department initially identified in the 2026 budget fleet 1-n list unit 534 as the replacement unit or that it would be transferred to the Water Plant and unit 525 would be the unit requiring disposition. Based on the condition of equipment, a determination was made to replace unit 525 instead.

C. Recommendation Detail

The decision to replace Unit 722 and Unit 525 is based on significant maintenance concerns. Unit 722 has accumulated very high operating hours and is experiencing transmission issues, while Unit 525 also has high hours and faces challenges with limited parts availability. Replacing these loaders with new, reliable units will reduce downtime and maintenance demands, supporting more consistent service and improving overall fleet performance.

IV. IMPACT

A. <u>Service/Delivery Impact:</u>

Replacing the aging loaders will enhance reliability and minimize equipment downtime, allowing the Street and Water/Sewer Departments to maintain uninterrupted service. This investment ensures staff have access to

dependable machinery, supporting efficient operations and consistent community service delivery.

B. Fiscal Impact

Project Costs

Butler: $254,650 per Loader for (2) Loaders for (1) for Street Department and (1) for Water Plant

Project Funding

VI. ALTERNATIVES

City Council could elect not to approve staff's recommendations. This would drive increased maintenance costs and increased downtime for these units.

January 14, 2026

This document provides an outline/reiteration of the fleet management plan, the process for the 1 to N list development, and the procurement recommendations for the first quarter of 2026.

Fleet Management 1 to N List Creation

The fleet management plan outlines a detailed process for the creation of the fleet replacement 1 to N list, which begins one year in advance of the budget cycle. The Fleet Division, specifically the Fleet Superintendent, conducts an inventory inspection with the support of all City departments. This is followed by a fleet management working group involving designated City department personnel who establish performance metrics used to generate a weighted score calculation for high-priority vehicles requiring replacement. During this meeting, professional judgment is applied to prioritize the replacement of all vehicles, creating the initial 1 to N list.

Subsequently, the Fleet Evaluation Board, consisting of Department Heads and City Leadership, reviews the list and applies their professional judgment to finalize the list before presenting it to City Council for approval. During the budget cycle, City Council approves the final recommended list, which then guides staff in the procurement of replacement vehicles in the following year.

Execution Process by Quarter

Before any quarterly procurement, the Fleet Superintendent reviews the approved 1 to N list on a quarterly basis during the budget execution year. Adjustments or corrections to the approved list are made as needed. Any updates to the list will be presented to City Council to ensure proper approvals are received prior to any further procurement action. A quarterly memo will be generated indicating the Fleet Superintendent's recommendations for that quarter's procurements. The memo will be attached to all Fleet 1 to N list vehicle replacement memos submitted to City Council.

Recommendation for First Quarter 2026

For the first quarter of 2026, the following items are recommended for replacement. This list has not been altered or adjusted from the approved 2026 Fleet Replacement 1 to N list, which was approved by the Council on October 6, 2025. The list has also been published in the 2026 Budget book and is attached to this procurement item council memo:

Department	Fund Type	Equip Id	Year	Manufacturer	Model	Procurement
STREET	GENERAL	722	1997	CATERPILLAR	938F	1st Quarter
STREET	GENERAL	732	2009	JOHNSON	3000	1st Quarter
POLICE DEPT	GENERAL	P19	2018	FORD	TAURUS	1st Quarter
CEMETERY	ENTERPRISE	739	1993	JOHN DEERE	410D	1st Quarter
SANITATION	ENTERPRISE	603	2017	FREIGHTLINER	M2	1st Quarter
WATER/SEWER	ENTERPRISE	534	2012	CASE	821F	1st Quarter

At this time, it is staff's recommendation to move forward with procuring the vehicles listed for the first quarter of 2026 to ensure seamless operations and maintain the efficiency of our fleet.

BROOK HERMANSON
Fleet Shop Maintenance Foreman

BRYAN BANFIELD
Public Works Operations Director

Department	Fund Type	Equip Id	Year	Manufacturer	Model	Realistic Costs	Set Aside $	Comments	Procurement
CEMETERY	Enterprise	739	1993	JOHN DEERE	410D	$120.000.00	$54,000.00	Age, Poor Condition, Needs Major Repairs, Possible replacement with Compact Excivator	1st Quarter
SANITATION	Enterprise	603	2017	FREIGHTLINER	M2	$370,000.00		High maintenance Cost, Replace with Single Arm Unit.	1st Quarter
WATER/SEWER	Enterprise	534	2012	CASE	821F	$280,000.00		High Maintenance costs, Possible Transifer to Water Plant to Replace Unit 525 1989 Fiat Allis	1st Quarter
STORM SEWER	Enterprise	New	-	HARPER	721C	$70,000.00		New Equiptment Need For Increased Slope/Detention Pond Mowing for Flood Control	2nd Quarter
LANDFILL	Enterprise	New	-	MOWER ATTACHMENT	-	$15,000.00		Mower Attachment for Loader Removed from VERF Will Need to funded in Capital	2nd Quarter
WATER/SEWER	Enterprise	514	2021	JOHN DEERE	710L	$85,000.00		Lease Buyout Current Value Estimate is $100,000.00 Possible Trade-in for New Laese	3rd Quarter
STORM SEWER	Enterprise	740	2015	FREIGHTLINER	2100	$700,000.00	$380,000.00	Planned Replacement for 2026 Includes estimated $240,000.00 Trade-In for Unit 740 Total 2026 $175,000.00	4th Quarter
WATER/SEWER	Enterprise	501	2012	FORD	F250	$85,000.00		High Miles, Poor Condition	4th Quarter

TOTAL COST: $1,605,000.00
TOTAL PREVIOUS YEARS SET ASIDE: $434,000.00

TOTAL BUDGET REQUEST: $1,171,000.00

Department	Fund Type	Equip Id	Year	Manufacturer	Model	Realistic Costs	Set Aside $	Comments	Procurement
STREET	GENERAL	722	1997	CATERPILLAR	938F	$310,000.00		Loader in poor condition High Hours	1st Quarter
STREET	GENERAL	732	2009	JOHNSON	3000	$300,000.00	$125,000.00	Age, Increased Opperations Cost and Limited Parts Availabilty, Street Sweeper	1st Quarter
POLICE DEPT	GENERAL	P19	2018	FORD	TAURUS	$85,000.00		Department requested Age and Increased Maintenance cost, K9 Unit	1st Quarter
STREET	GENERAL	704	1991	GMC	TOPKICK 1	$70,000.00		Age, Increased Opperations Cost and Limited Parts Availabilty, Sander truck	2nd Quarter
STREET	GENERAL	765	2015	KUBOTA	F2690E	$21,000.00		Replaceing a Mower that is unrepairable	2nd Quarter
STREET	GENERAL	702	2006	STERLING	LT7500	$160,000.00		Age, Increased Opperations Cost and Limited Parts Availabilty, Dump Truck	2nd Quarter
FIRE CONTROL	GENERAL	22800	2000	CHEVY	2500	$55,000.00		Snow Plow Pickup Located at Airport Fire Station Age and Opperating Cost	2nd Quarter
INSPECTIONS	GENERAL	47	2013	FORD	EXPLOROR	$45,000.00		Department requested Age and Increased Maintenance cost	2nd Quarter
POLICE DEPT	GENERAL	P1	2022	FORD	EXPLORER	$85,000.00		Department requested Age and Increased Maintenance cost, Petrol Car	3rd Quarter
STREET	GENERAL	705	2006	STERLING	LT7500	$160,000.00		Age, Increased Opperations Cost and Limited Parts Availabilty, Dump Truck	4th Quarter
POLICE DEPT	GENERAL	P15	2018	FORD	TAURUS	$85,000.00		Department requested Age and Increased Maintenance cost, K9 Unit	4th Quarter
ASSESSORS	GENERAL	351	2008	FORD	TAURUS	$45,000.00		Department requested Age and Increased Maintenance cost	4th Quarter

TOTAL COSTS: $1,421,000.00
TOTAL PREVIOUS YEARS SET ASIDES: $125,000.00

TOTAL BUDGET REQUEST: $1,296,000.00

Specification	Butler	RDO	West River	Titan	General Equ
Vendor Completed Specification Worksheet	Yes	Yes	Yes	Yes	Yes
Vendor Provided Deviation Letter	Met All Spec	Met All Spec	Yes	No	Yes
Latest industrial wheel loader model	Yes	Yes	Yes	Yes	Yes
Brochure showing minimum specifications provided	Yes	Yes	Yes	No	Yes
Deviations explained & attached	Met All Spec	Met All Spec	Yes	No	Yes
Engine: Diesel, min. net 220 hp, 6 cylinder, Dual Element with air pre-cleaner, block heater, -35 Degrees F Anti Freeze Mixture, Water Sep Fuel Filter	Yes	Yes	Yes	Yes	No
Drive Train: Four forward and three reverse Speeds, Torque converter automatic, rear oscillating axle, differential lock or Limited Slip Differentials	Yes	Yes	Yes	Yes	Yes
Brakes: Wet disk, sealed, fully enclosed (service); warning/buzzer (parking/secondary)	Yes	Yes	Yes	Yes	Yes
Steering: Hydrostatic articulated steering	Yes	Yes	Yes	Yes	Yes
Cab: Seat upholstered, bucket type, air suspension, ROPS/FOPS certified, Rearview Mirror, two outside mirrors, panel gauges - all illuminated, tinted windshield, visor, cab pressurized, warning system, air conditioning, ride control, front and rear windshield wipers, opening and latched side windows	Yes	Yes	Yes	Yes	Yes
Lighting: 4 front/4 rear LED work lights, 2 stop lights, dome light, Top Beacon 360 LED strobe	Yes	Yes	Yes	Yes	Yes
Hydraulic System: Warning system, Sufficient flow for bucket/attachments, third hydraulic, quick-tach	Yes	Yes	Yes	Yes	Yes
Loader: Self-leveling, heavy-duty bucket (min. 4.5 cu yd), bolt-on cutting edges, breakout force 31,000 lbs	Yes	Yes	Yes	Yes	Yes
Operating Weight: Min. 42,000 lbs (excluding tire ballast)	Yes	Yes	Yes	Yes	Yes
Tires: 23.5R25 Snow Rated (radial type)	Yes	Yes	Yes	Yes	Yes
Electrical: Alternator w/ reg 90 amp, 12 volt battery	Yes	Yes	Yes	Yes	Yes
Paint: Standard Yellow	Yes	Yes	Yes	Yes	Yes
Transmission: Min. 4 forward/3 reverse speeds, differential lock	Yes	Yes	Yes	Yes	Yes

VENDORS	BID AMOUNT
Butler	$254,650.00
RDO	$258,360.00
West River	$260,500.00
Titan	$330,539.98
General Equ	$314,300.00

Service: Parts w/in 30 miles, Loaner available	**Yes**	**Yes**	**No**	**No**	**Yes**
Warranty: 5 years/4000 hours full machine, no deductible, loaner unit at no charge	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
Manuals: Operator, maintenance, parts, troubleshooting (CD, internet, or paper); cables/software for diagnostics	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
Delivery: 180 days after award	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE STREET AND WATER DISTRIBUTION CAPITAL EQUIPMENT FOR THE PURCHASE OF TWO LOADERS, USING FUND RESERVES.

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

§1: Amend the 2026 annual budget to increase the street and water distribution capital equipment for the purchase of two loaders, using fund reserves:

42040000-57500		$254,650
14061000-57500		254,650

§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

City of Minot

TO: Mayor and Members of the City Council

FROM:

DATE: June 1, 2026

SUBJECT: MAYORAL APPOINTMENT

I. RECOMMENDED ACTION

It is recommended City Council confirm the following Mayoral Appointment:

- **Lisa Olson to replace Mark Lyman on the Library Board with a term to expire June 2029.**

II. DEPARTMENT CONTACT PERSONS

III. DESCRIPTION

A. Background

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

B. Proposed Project

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

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

State how this project will impact (improve, augment, advance) the City, your Department, our services, quality, delivery, customer experience, etc.

B. Fiscal Impact

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

Project Costs

List the cost components and dollar amounts

Project Funding

Place the name of the account or line item

VI. ALTERNATIVES

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

City of Minot
2027 Funding Request

Holly Brekhus
Executive Director

First District Public Health Unit

www.fdhu.org

The mission of public health is to make a positive impact on the health & welfare of the community through service, education, prevention, and collaborative activities.

First District Health Unit

Mission Statement

Healthy People in Healthy Communities.

First District Health Unit

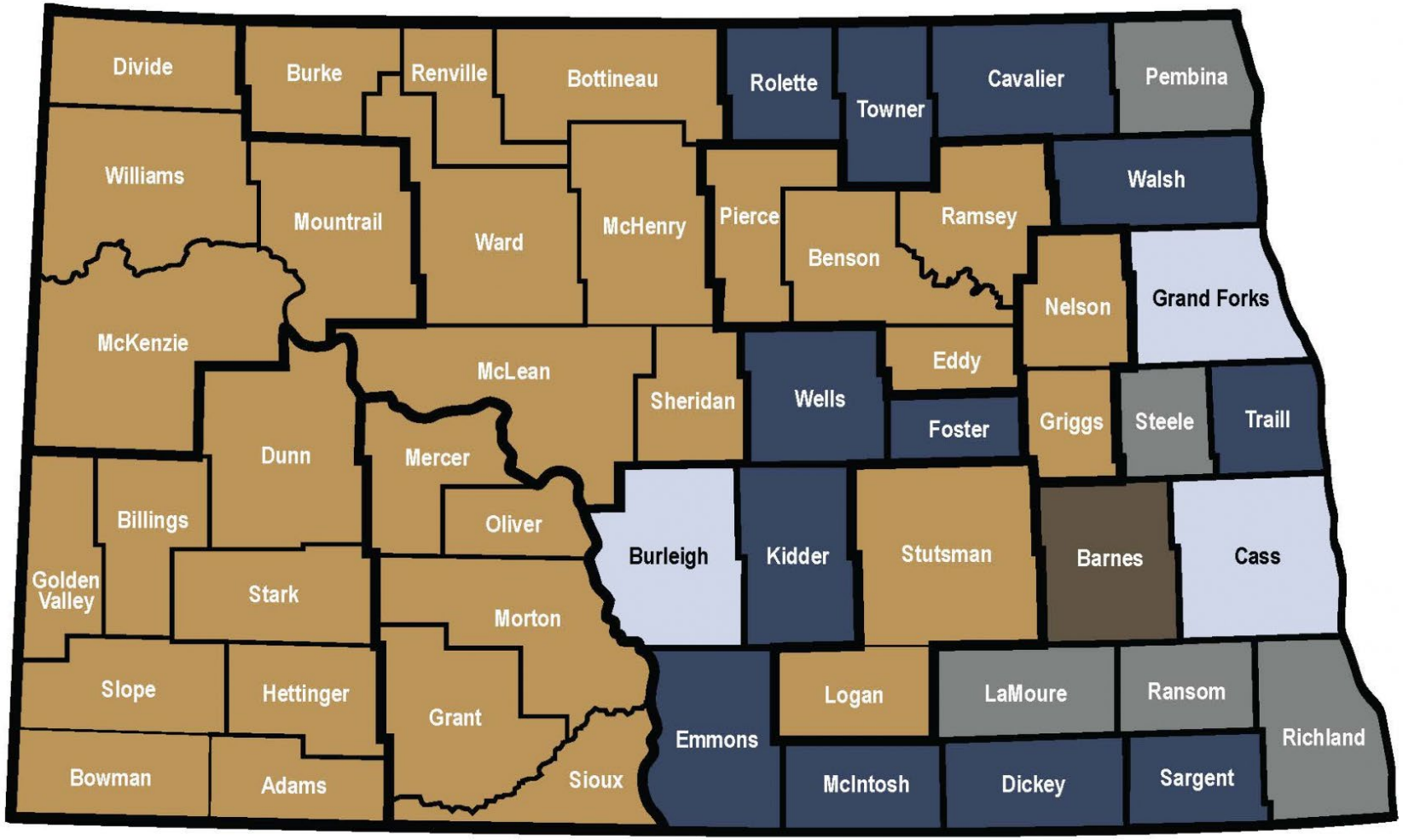
Vision Statement

Core Functions (Foundational Areas)

North Dakota Century Code (NDCC) 23-35-02 requires all land in the state to be in a public health unit. The following core functions are outlined in Century Code:

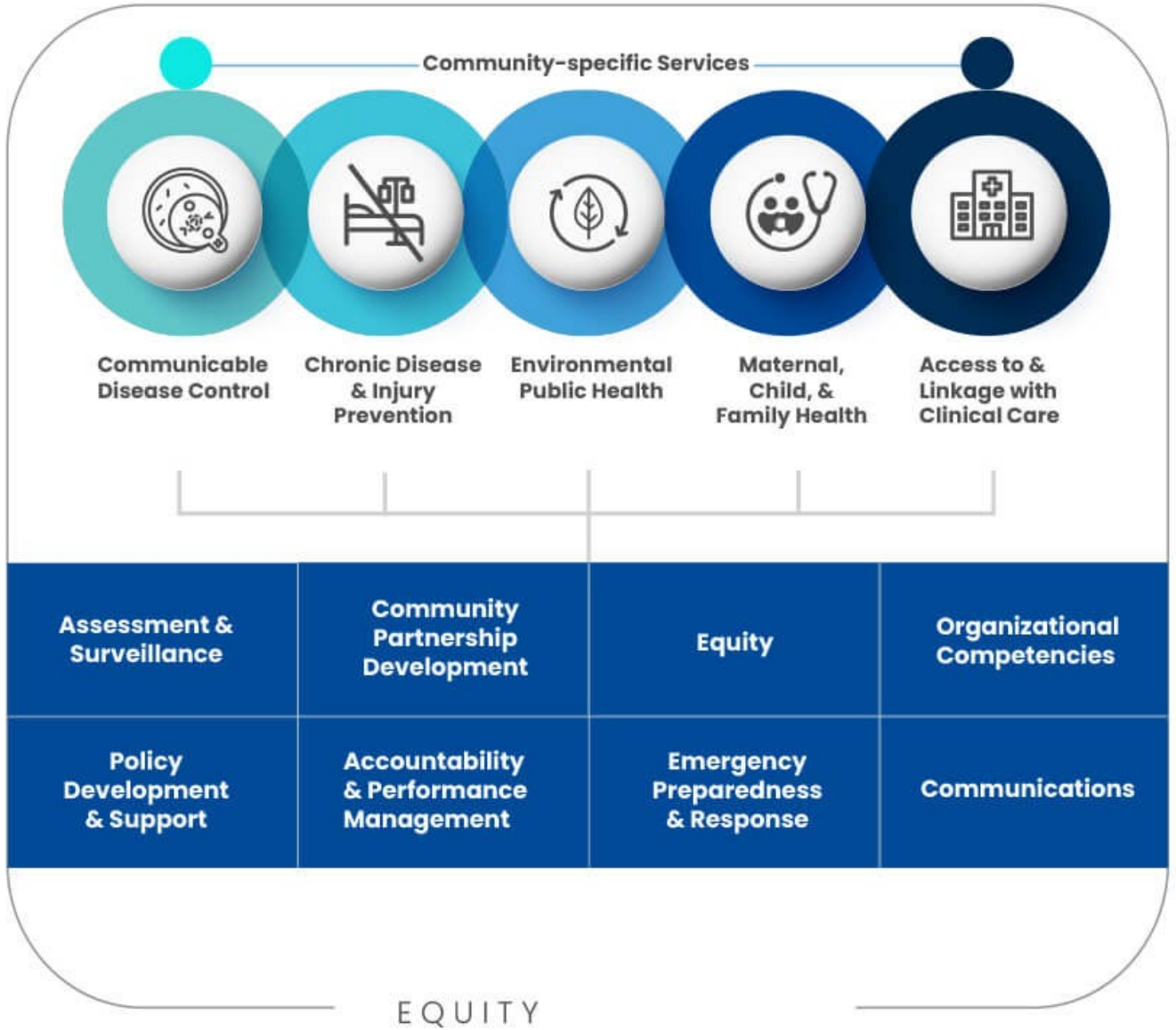
1. Communicable disease control
2. Chronic disease and injury prevention
3. Environmental public health
4. Maternal, child, and family health
5. Access to clinical care

North Dakota Local Public Health Units



Foundational Public Health Services

Foundational Areas



Foundational Capabilities

PHAB

Community Specific Services: Communicable Disease Prevention

- Tuberculosis (TB) Testing, Monitoring, Treating
  - Average cost per patient to treat Latent TB $881.25 (25 Latent cases in 2025)
  - Average cost per patient to treat Active TB $12,293.75 (2 Active Cases in 2025)

- Hep C, HIV, and other STI and testing and treatment.

- Robust Immunization program. We partner with businesses and schools in the community to provide onsite immunization clinics.

Community Specific Services:

Chronic Disease and Injury Prevention

- Work with Youth Vaping Taskforce from local middle and high schools.
- Do Safe-Medication Presentations and On the Move programs in schools.
- We provide clinical opportunities for Minot State Nursing students.
- We partner with UND Center for Family Medicine on community medicine rotations for the first-year residents.
- Partner with Minot Air Force Base prevention team include the Safe Ride Home Program through the Community Wellness Coalition.
- Implemented a colorectal screening program.

Community Specific Services: Environmental Public Health

- Licensing and inspection of food establishments, aquatic facilities, schools, daycare facilities, and mobile home parks.
- Provide training opportunities to food establishments, aquatic recreation areas, and beverage servers.
- Collaborate with Minot Police and Minot Fire on emergency response.
- Collaborate with the Minot Airport on emergency exercises and Family Assistance Center planning.
- Food Preparation Class at Family and Consumer Science classes.

Community Specific Services: Maternal, Child, and Family Health

- We offer Optimal Pregnancy Outcome Program (OPOP) for pregnant women as a supplement to maternal care.
- Women, Infant, and Children (WIC) is located at FDHU. We also partner with the MAFB by staffing a full-time nutritionist on base that just serves military families.
- FDHU serves as a milk depot for a milk bank to support infant in NICU.

Community Specific Services: Access to Care/Linkage to Care

- Mobile Medical Unit
- CredibleMind online mental health platform.
- FDHU provides limited healthcare support services including immunizations, STI testing and treatment, and various screening.
- Provides many referrals to partner organizations to ensure citizens get the services they need.

fdhu.crediblemind.com

History

The Minot City Health Department was established by City Ordinance #23 in 1892.

In April 1941, at the Minot City Board of Health meeting, a resolution was passed agreeing to establish a joint Health Department with Ward County. This unit was organized April 1, 1942, and called the Ward-Minot Health Unit.

In 1943, the North Dakota Legislature passed a law enabling two or more counties adjoining each other to combine and pool their resources to form a full-time health district. In that year, Burke and Ward Counties combined to form the Burke-Ward Health District.

The name “First District Health Unit” was adopted in 1945 after being joined by McLean County in 1944 and Renville County in 1945. It was the first multi-county health district in the state. The First District Health Unit (FDHU) expanded in 1948 to include Bottineau County, McHenry County in 1950, and Sheridan County in 1955.


Summer Fun Fair
AT FIRST DISTRICT HEALTH UNIT
JUNE 2ND 4:00 PM - 7:00 PM
801 11TH AVE SW MINOT, ND 58701
KICK OFF THE SUMMER WITH US!
EVERYDAY'S SUNDAE ICE-CREAM TRUCK
FREE ACTIVITIES FOR KIDS
BIKE RODEO (BRING YOUR BIKE AND HELMET)
STUFFED ANIMAL CLINIC (BRING YOUR STUFFED ANIMAL)

Thank you

Holly Brekhus

Executive Director

hibrekhus@nd.gov

www.fdhu.org

MINOT AREA CHAMBER EDC

2027 CITY OF MINOT

BUDGET REQUEST

BREKKA KRAMER, PRESIDENT | CEO

MARK LYMAN, ECONOMIC DEVELOPMENT SPECIALIST

JUNE 1, 2026

MINOT AREA CHAMBER EDC

MISSION

To advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all.

MINOT AREA CHAMBER EDC

VISION

To be the go-to organization for our business community to drive key initiatives that build and strengthen our economy.

2026 BOARD OF DIRECTORS

Executive Committee

Chair Jarid Lundeen, Jett Management

Chair-Elect Jason Zimmerman, Minot Area Community Foundation

Treasurer Missy Feist-Erickson, Peoples State Bank of Velva

Past Chair Ryan Ackerman, Ackerman-Estvold

Board Members

Josh Blackaby, SandPro

Beth Feldner, Xcel Energy

Peter Hankla, McGee, Hankla & Backes PC

Cassidy Hjelmstad, SRT

Mayor Mark Jantzer, City of Minot

Jonn Knecht, Bravera Bank

John Kutch, Trinity Health Group

John Mackner, Tollefson's Retail

Commissioner Jason Olson, Ward County

Dr. Steven Shirley, Minot State University

OUR TEAM

Minot Area Chamber EDC

Brekka Kramer, President | CEO

Carla Dolan, Vice President

Mark Lyman, Economic Development Specialist

Keli Rosselli-Sullivan, Workforce Development | Military Liaison

Chanda DeCent, Finance Director

Tim Olson, Strategic Communications Director

Katie Dotson, Communications & Outreach Specialist

Jaime Hauge, Executive Assistant

Marie Sanders, Finance Assistant

Motor Vehicle Department

Lacey Coleman, Manager

Kylie Bullinger, Clerk

Tammy Hanson, Clerk

Wendy Keldson, Clerk

Kim Reedy, Clerk

Destiny Waddle, Clerk

STRATEGIC PLAN

Five-year strategic plan, January 1, 2023 – December 31, 2027

Five Key Pillars



ECONOMIC DEVELOPMENT



COMMUNITY DEVELOPMENT



WORKFORCE DEVELOPMENT



MEMBER-INVESTOR SERVICES



MILITARY SUPPORT

2027 BUDGET REQUEST

Economic Development & Workforce Development **$559,650**

No increase from 2024, 2025, and 2026 funding

Support economic and workforce development efforts as identified by contract

Minot Air Force Base Retention **$110,000**

No increase from 2026 funding

Military support through Task Force 21 (TF21)

MINOT AREA CHAMBER EDC

Q&A

Thank you for helping to drive key initiatives that build and strengthen our economy through economic development, workforce development, and support of military.

“There’s No Place Like Home”

Nutrition Program







Volunteers


Bremer
Bank


Minot Commission On Aging
First International Bank & Trust


EXIT
MINOT STATE
BEAVERS
MINOT STATE
FOOTBALL

Senior Activities







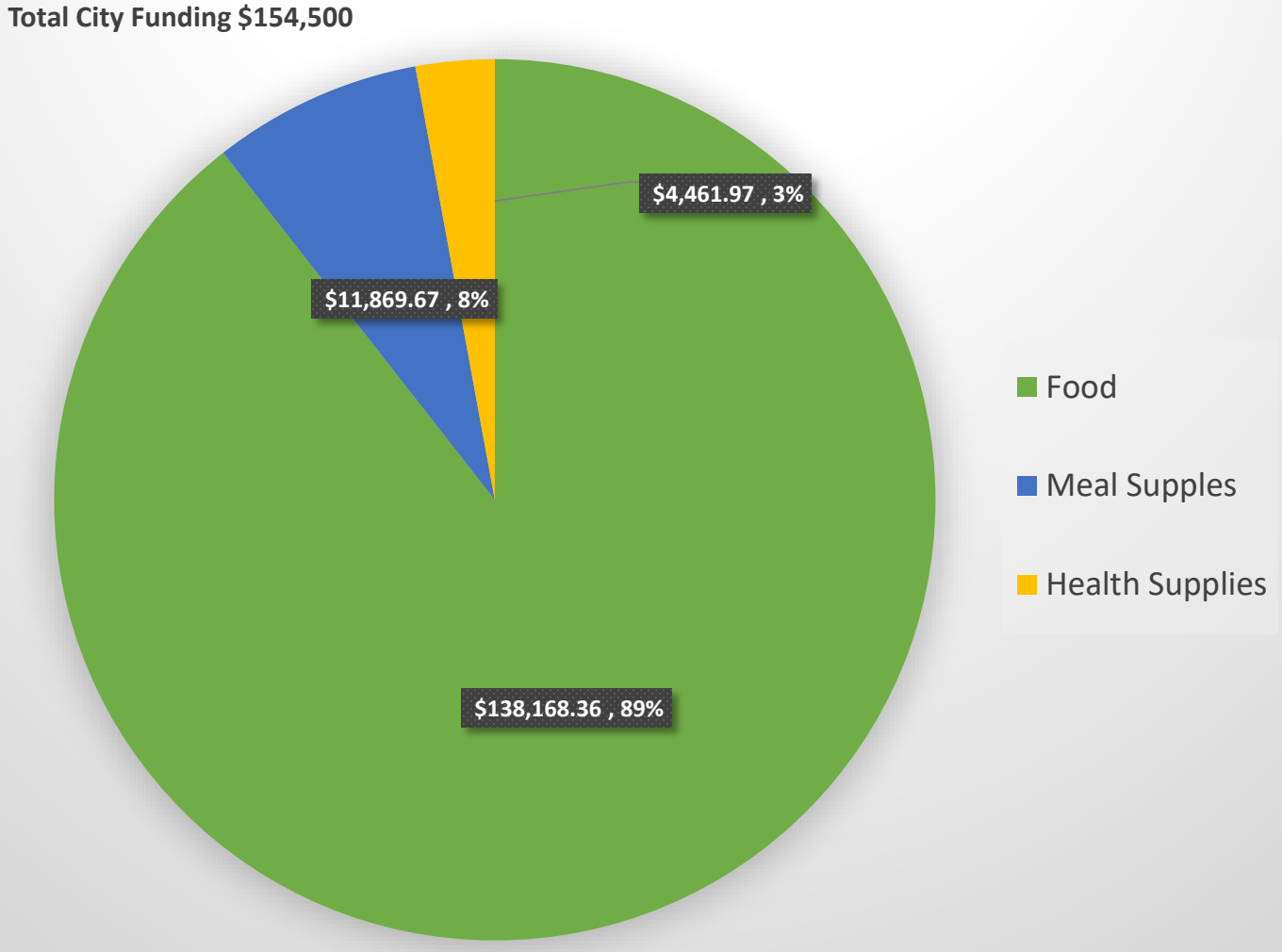
Health Maintenance







Funding Graph



Souris Basin
Planning Council

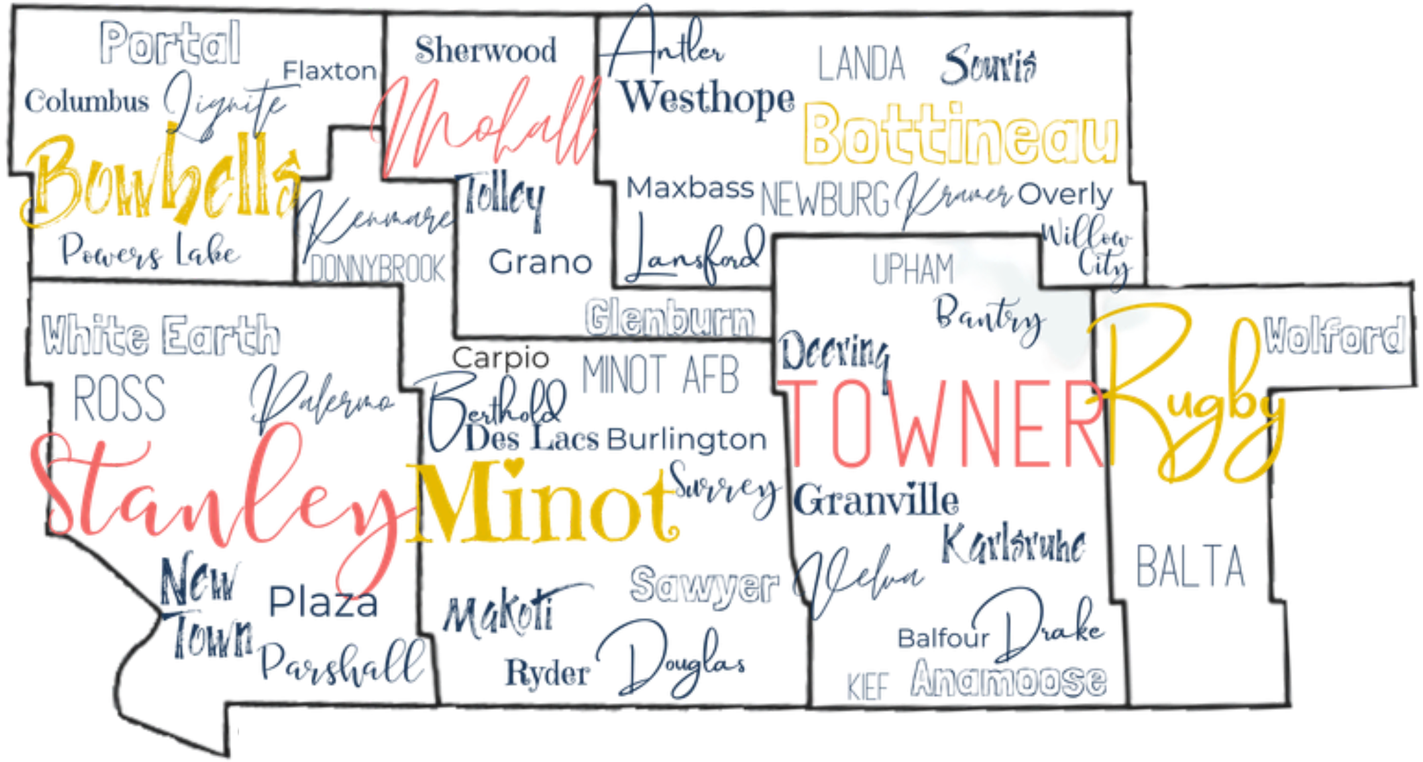
Supporting communities, leaders, and entrepreneurs to advance economic progress for North Dakota Region 2.







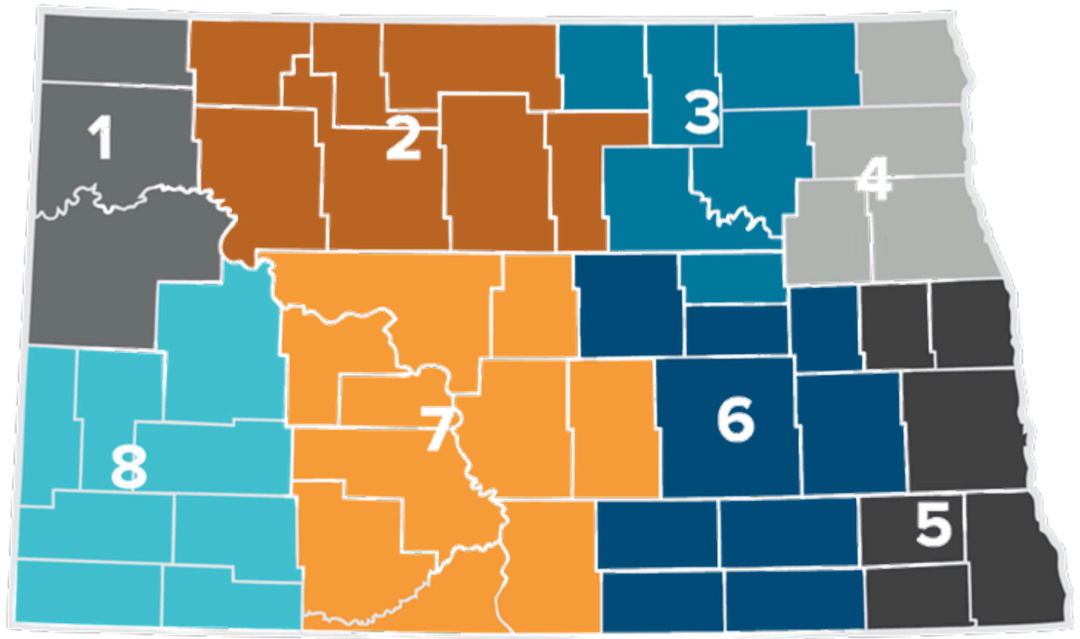
CONNECTING PEOPLE. IDEAS. KNOWLEDGE. RESOURCES.



ND Association of Regional Councils

Formed by state law (NDCC 54-40.1), North Dakota's eight regional councils serve as on-the-ground partners in advancing regional planning, economic development, and community-driven solutions.

- technical assistance
- expertise
- collaborative framework



Executive Board

Nathaniel Buynak, Bottineau County Commissioner (Chairperson)
Brian Hoffart, Rugby Job Development Authority (*Vice-Chairperson)*
Lisa Olson, City of Minot Council Member (*Treasurer)*

Shannon Holter, City of Bowbells Mayor
Mary Liz Davis, City of Velva Commissioner
Jesse Baker, City of New Town Council Member
Lori Emerson, City of Glenburn Representative
Arlen Gartner, City of Kenmare Mayor
Sheila Many Ribs, The Mandan, Hidatsa, and Arikara Nation
David Bednarz , Pierce County Commissioner







Supporting Our Region

- Business Financing
- Economic & Community Development
- Technical Assistance & Resources
- Community Capacity Building

2025 Impact

Increasing access to capital and technical assistance for businesses and communities remained central to our work.

Impact Report:
www.sourisbasin.org/documents

$5MM
Secured for the Region

$1MM
Approved Loans

62
Organizations & Communities Assisted

77
Business Connections

Engagement Opportunities

State of Region 2 (Annual Meeting) - October 29
Events: www.sourisbasin.org/calendar

Subscribe to our email list - www. sourisbasin.org
Quarterly newsletters - www.sourisbasin.org/newsletters

Contact our office

- www.sourisbasin.org
- 701.255.1982
- info@sourisbasin.org

Minot Area Council of the Arts

CITY OF MINOT FUNDING REQUEST

JUNE 2026








CONNECTING ARTISTS. BUILDING COMMUNITIES.
FOSTERING POSSIBILITES.

Minot Area
Council of the Arts

WHO WE ARE

Founded in 1973, MACA serves as Minot's umbrella arts organization.





We:

- **Support artists and arts organizations**
- **Facilitate community partnerships**
- **Provide arts programming**
- **Operate the historic Carnegie Center**
- **Serve as fiscal sponsor for community arts initiatives**
- **Advocate for arts and culture throughout the region**

More than 40 artists and organizations are connected through MACA's network.

PROMOTE ECONOMIC GROWTH AND VIBRANCY



CREATE SHARED, MEANINGFUL EXPERIENCES



MAKE ARTS ACCESSIBLE ACROSS ALL AGES & BACKGROUNDS



INCREASE MINOT'S APPEAL TO FAMILIES, PROFESSIONALS, AND VISITORS



WHY IT MATTERS



CITY FUNDING SUPPORTS COMMUNITY WIDE IMPACT

City funding helps MACA:

Direct Support

- Minot City Band
- Minot Symphony Orchestra

Public Art & Placemaking

- Union Silos
- Community art projects
- Public art initiatives

Community Programs

- Arts in the City
- Creative Collective
- Youth engagement opportunities
- Artist development

Community Infrastructure

- Carnegie Center operations
- Arts advocacy
- Organizational support services

MACA CREATES OPPORTUNITIES

Artists

- **Paid performance opportunities**
- **Featured artist opportunities**
- **Networking and professional development**

Organizations

- **Fiscal sponsorship**
- **Collaboration support**
- **Promotion and visibility**

Residents

- **Free arts experiences**
- **Educational opportunities**
- **Community gathering spaces**

Visitors

- **Cultural tourism experiences**
- **Unique community events**



ARTS IN THE CITY & COMMUNITY PROGRAMMING





- Arts in the City
- Downtown partnerships
- Minot Park District partnership
- Levitt AMP collaboration
- Featured artist opportunities
- Family engagement activities
- Small business and vendor opportunities
- Nonprofit and community collaborations

Since 1985, Arts in the City has provided free, all-ages arts and entertainment experiences that bring residents, visitors, businesses, artists, and community organizations together.

ARTS IN THE CITY

SUNDAYS IN THE PARK

PRESENTED BY MINOT AREA COUNCIL OF THE ARTS

OAK PARK | MINOT, ND

JUNE

JUNE 7
VOICES OF NOTE
THE CHOKECHERRIES
THE MISSING LYNX
4PM • 5:30PM • 7PM

JUNE 14
THE MINOT CITY BAND
4PM & 7PM

JUNE 21
THE MINOT CITY BAND
4PM & 7PM

JUNE 28
RISHA BERGSTROM
BEAT BEETHOVEN 5K
CHRIS BASDEN (FULL BAND)
4PM • 5:35PM • 7PM

JULY

JULY 5
THE MINOT CITY BAND
4PM & 7PM

JULY 12
THE MINOT CITY BAND
4PM & 7PM

JULY 16
THE MINOT CITY BAND
SOUSA CONCERT
THURSDAY 7PM ONLY

JULY 19
JERRY SCHLAG & FRIENDS
THE SWING BAND OF MINOT
4PM • 7PM

JULY 26
JARED SCHUMAIER
THE DREWBIE BROTHERS
LITTLE CHICAGO FUNK
4PM • 5:30PM • 7PM

AUGUST

AUGUST 2
DANIEL STARKS
ANDREW EMMEL
DARRYL HICKS TRIO
4PM • 5:30PM • 7PM

LIVE MUSIC | VENDORS | FOOD TRUCKS | FREE WILL DONATION | ALL AGES

Levitt AMP Minot

CITIZENS ALLEY, DOWNTOWN MINOT

LINEUP

THURSDAY NIGHTS

JUNE 4TH	DAKOTAH FAYE KIT PINES	OBI ORIGINAL & THE BLACK ATLANTICS THE SHAKY CALLS
JUNE 11TH		
JUNE 18TH	BARLEY JACKS THE INTERNATIONAL MUSIC CAMP BRASS QUINTET	VANITY PLATE THE GIRLS TAKE THE STAGE SHOWCASE
JUNE 25TH		
JULY 9TH	WILD HANDS IT WAS HER IDEA	CÉCILIA BLUE HOUSE
JULY 16TH		
JULY 30TH	LUNG AVANTIDE	RAYNES LIAM KEENEY
AUG 6TH		
AUG 13TH	JESSIE VEEDER CHRIS BASDEN	EMMY WOODS & THE RED PINE RAMBLERS LILA BEA
AUG 20TH		

VENUE OPENS @ 5:00PM
ARTISTS ON STAGE @ 6:15PM

PREVIEW THE ARTISTS
106 East Central Ave, Minot, ND

LEVITT FAMILY FOUNDATION

FISCAL SPONSORSHIP & COMMUNITY LEADERSHIP





Union Silos

North Dakota’s largest public art installation.





MACA serves as fiscal sponsor and community partner.

Impact:

- **Public Art**
- **Regional visibility**
- **Tourism attraction**
- **Community pride**
- **Artist support**
- **Downtown revitalization**

Examples include:

- **Union Silos**
- **Magic City Jazz Festival**
- **Aurora Nights**

In 2025:

- **$272,800 distributed through fiscal sponsorship projects**
- **Thousands of residents and visitors engaged**

ECONOMIC & COMMUNITY BENEFITS

The arts contribute to:

Quality of Life

- **Community connection**
- **Creative engagement**
- **Family activities**

Economic Development

- **Visitor spending**
- **Downtown activity**
- **Local business support**

Workforce Attraction & Retention

- **Vibrant community amenities**
- **Cultural opportunities**
- **Community pride**



The arts help make Minot a place where people want to live, work, and invest.



MACA BY THE NUMBERS



54 Years of service to Minot

300+ artists and arts organizations supported annually

24+ free concerts and community arts events annually

$318,000 distributed through fiscal sponsorship projects

Fiscal sponsor for Union Silos, Magic City Jazz Festival, Aurora Nights, and other community projects

10,000+ annual program participants and attendees

Hundreds of volunteer hours help make community arts programming possible each year.

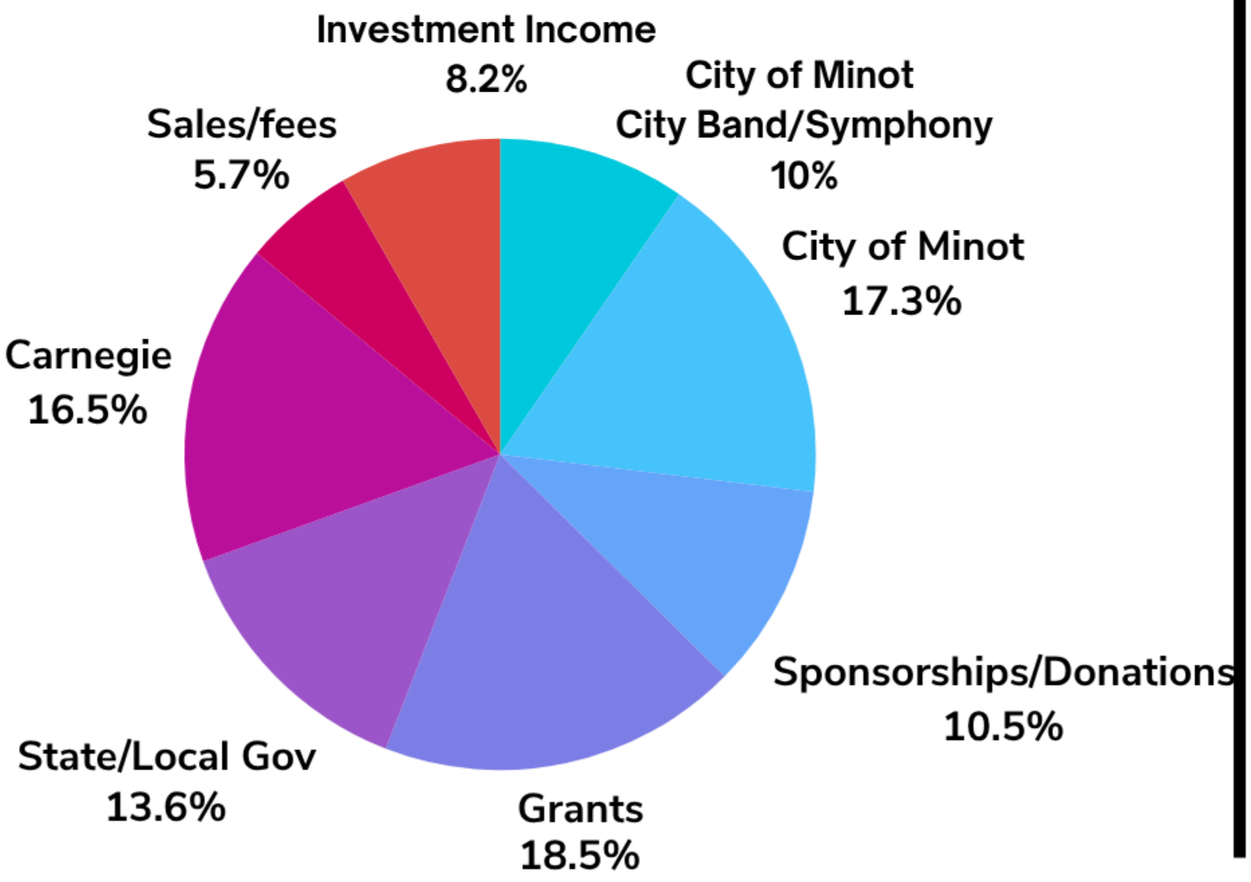
2 legacy arts organizations directly supported
(Minot City Band & Minot Symphony Orchestra)

1 historic Carnegie Center operated for community use

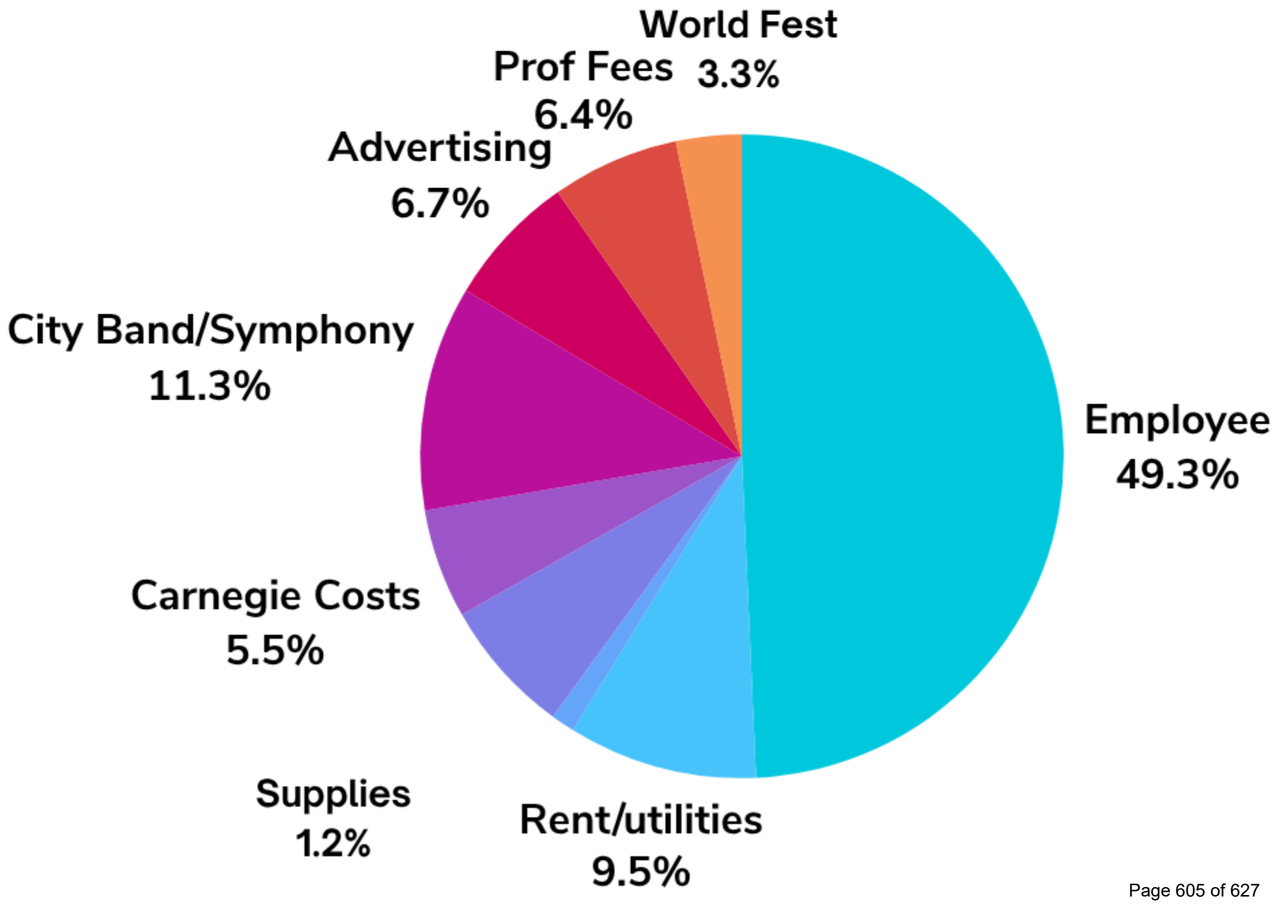
FUNDING SOURCES & COMMUNITY INVESTMENT

Funding

*based on FY25



Expenditures



Minot Area
Council of the Arts

BUDGET REQUEST

WE ARE RESPECTUFLLY
REQUESTING $40,000
UNCHANGED FROM LAST YEAR

LOOKING AHEAD

PRIORITIES FOR 2027:

- STRENGTHEN CORE PROGRAMS
- EXPAND ARTIST OPPORTUNITIES
- INCREASE COMMUNITY ENGAGEMENT
- SUPPORT PUBLIC ART INITIATIVES
- ENHANCE ORGANIZATIONAL SUSTAINABILITY
- CONTINUE SERVING AS MINOT'S ARTS UMBRELLA ORGANIZATION

SPECIFIC ALLOCATIONS:

- **$12,000** – MINOT CITY BAND
  - SUPPORTS STIPENDS FOR MUSICIANS
- **$3,000** – MINOT SYMPHONY ORCHESTRA
  - SUPPORTS COMMUNITY EDUCATION AND OUTREACH

INVESTING IN THE ARTS MEANS INVESTING IN:

- Community vitality
- Economic resilience
- Youth opportunity
- Civic pride

With continued City support, we'll expand our reach and deepen our impact

THANK YOU FOR BELIEVING IN THE POWER OF THE ARTS IN MINOT



THANK YOU

Minot Area
Council of the Arts

SUPPORTING ARTISTS.
BUILDING COMMUNITY.
FOSTERING POSSIBILITIES.







2025 Minot Public Library Annual Report



Joshua Pikka
Library Director

Hello, community members and neighbors! My name is Joshua Pikka, and I am the Library Director at the Minot Public Library. I want to give you an overview of 2025 and share what to look forward to in 2026 and beyond.

The Minot Public Library had quite a year in 2025. In July, our Library Director left for another position out of state, and I was chosen to be our interim director. I would like to thank our staff and board, who helped guide our library through the interim period. Although the change of directors can sometimes bring a lot of tension and stress, I am happy to say that 2025 ended on a good note. We continue to look into the feature with a positive outlook.

The library and its patrons were very busy in 2025. Over 24,000 people attended one of our programs or outreach events, nearly 30,000 eBooks and eAudiobook items were checked out, and just under 95,000 people stepped through our doors. That is one busy year!

We continue to provide great value to our patrons, as every dollar spent delivers over $7 in services to the community. We are happy to be here for our community and to create a welcoming environment for everyone.

I really would like to thank everyone who made 2025 possible. A special thanks goes to our library board. Another thanks goes out to the staff who actually do the work that makes everything possible. And of course, we wouldn't want to forget our community- everything we do is to help you!

Thank you!
Joshua Pikka

MINOT PUBLIC LIBRARY GOVERNANCE

Mission

The Minot Public Library is the center of information and exploration for the community.

Vision

The Library will be a leader in both traditional and state of the art library services, be responsive to the diverse interests and needs of residents of all ages and create productive partnerships within the community and region.

Core Values

CONNECT ENRICH INSPIRE

Board of Trustees

Christine Cherry
President

Kaylee Bourquin
Vice President

Rob Fuller
City Council Rep

Mark Lyman
Secretary

Kate Rock
Member

The Library Board of Trustees governs library operations. Board members must be residents of Minot and are appointed under the authority of state statute to three-year terms. The Board meets on the third Thursday of every month at 4:15 PM in the Library's lower-level meeting room. The meeting dates are subject to change by action of the Board.

Minot City Council Members

Mayor Mark Jantzer

Mike Blessum **Mike Hayes** **Lisa Olson**

Rob Fuller **Paul Pitner** **Scott Samuelson**

Friends of the Minot Public Library

The Friends of the Minot Public Library is a volunteer nonprofit organization that supports the library's mission and raises awareness of the library's critical role in the community. The Friends assist the library through fundraising, advocacy, and programming, enabling it to better serve the residents of our community. They are most visible in the community with the book sales that they hold several times each year.

The Friends of the Library welcomes new members. Ask any library staff member how to join today!

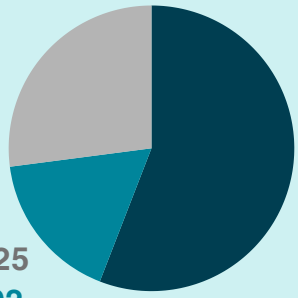
$ 12,400	Books & Materials
$ 700	Haunted House
$ 350	Staff In-Service
$ 2,00	Overdrive/Libby
$ 616.38	2024 Holiday Social & Postage
$ 29.56	Book Sale Ads
$ 2,500	Children's Library Mural
$ 1,506	Children's Programming
$ 1,506	Teen Programming
$ 1,206	Adult Programming
$ 300	Sweater Weather Prizes
$ 4,728	3D Printer & Filament
$ 300	Minecraft Server
$ 500	Staff Fund
$ 380	2026 Calendars
$ 490.80	2025 Holiday Social

TOTAL GIVING **$29,512.74**

Thank You

CONNECT

Yearly Program Breakdown by Age



Adults - 5,225
Teens - 3,292
Kids - 10,791

*includes on-site, off-site, and outreach

On Site Programs

Program Participation	9,032
Total Programs	377

Outreach

People Reached	3,152
Events Attended	22

Off Site Programs

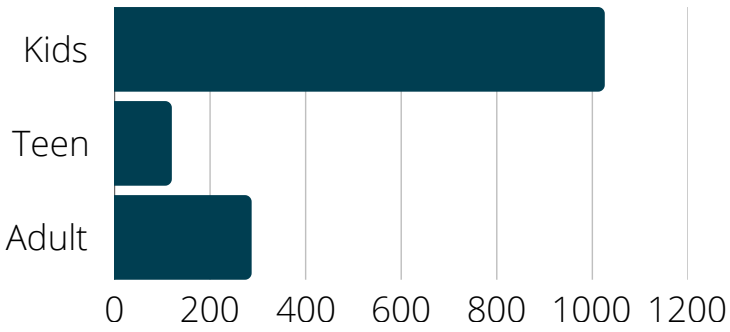
Program Participation	7,124
Total Programs	108

Passive Programs

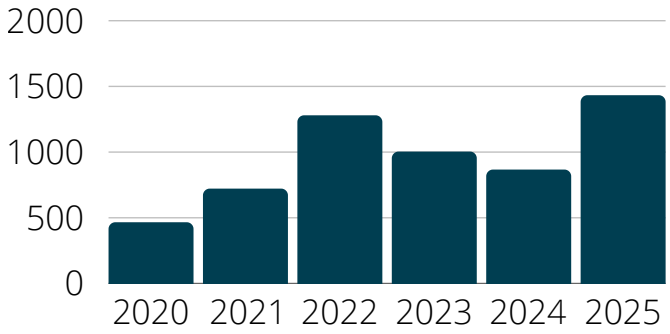
Program Participation	5,069
Total Programs	84

Summer Reading Program

2025 Participation by Age



Summer Reading Participation By Year



Participants: **2025: 1433**
2024: 867

Days Read: 42,373
Prizes Earned: 894

Sweater Weather Reading Challenge

Minot Public Library continued our winter reading program from November 2025 to February 2026.

November: Mystery
- Participants: 182
- Days Read: 2,681

January: Fantasy
- Participants: 110
- Days Read: 1,407

December: Your Choice
- Participants: 151
- Days Read: 2,281

February: Romance
- Participants: 151
- Days Read: 2,281

1,000 Books Before Kindergarten Reading Challenge

This reading challenge encourages brain development in children, pre-literacy skills, vocabulary, and strengthens the family bond.

Total Participation	**403**
Books Read	**67,826**
Completions	**20**

ENRICH

Circulation by Collection

Children's books	50.3%
Adult & YA books	35.5%
Adult & YA DVDs	3.9 %
Children's DVDs	3%
Children's Audiobooks	2.7%
Adult & YA Audiobooks	1.9%
Makerspace, Tools, Other	1.7%
Ed Kits & Book Paks	0.7%
Magazines	0.3%

8,209 New & Donated Items added to collection

211,461 Total checkouts & renewals

2025 Top Circulation

Top 3-Week Checkout Items

Books, Audiobooks, Playaways, Music, Launchpads, Magazines, e-Readers, and Makerspace Equipment

1 - *Bluey. Barky Boats* (21x- book)
2 - *Dog Man. A Tale of Two Kitties* by Dav Pilkey (20x- book)

Top 2-Week Checkout Items

Binge Boxes, Digital Experience, DVDs, TonieBoxes/Tonies, and Video Games.

1 - *Princess Peach Showtime* (43x- video game)
2 - Pete the cat. (25x- tonie)

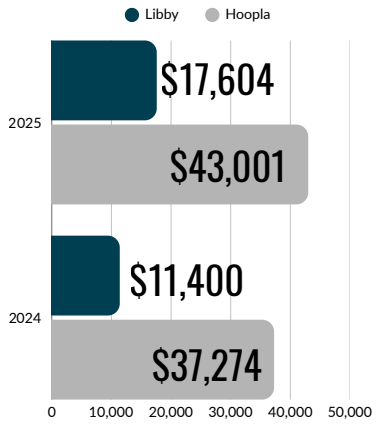
Top 1-Week Checkout Items

Board Games, ED Kits, Experience Passes, and Tools

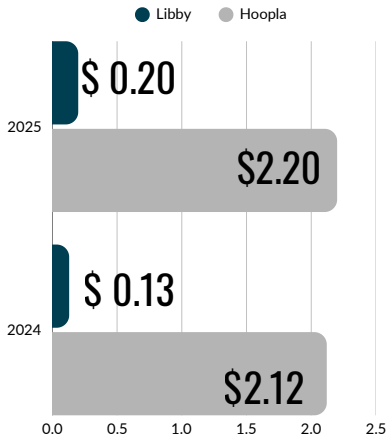
1 - Pretty, Pretty Princess (32x- board game)
2 - Roosevelt Zoo Park Pass (24x- experience pass)

Digital Collection

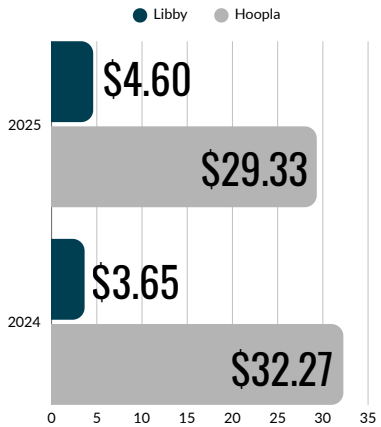
Cost of Service



Cost Per Borrowed Item*



Cost Per Unique User*



*yearly average

Friends of the Library Donations

Libby		Hoopla	
2025	$2,000	2025	$15,000
2024	$0	2024	$6,000

Unique Monthly Borrowers

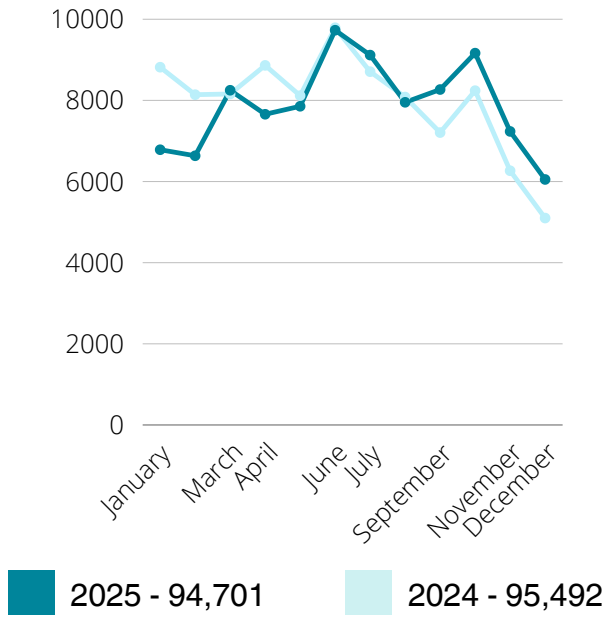
Libby		Hoopla	
2025	19,564	2025	6,689
2024	17,839	2024	4,989

Items Checked Out

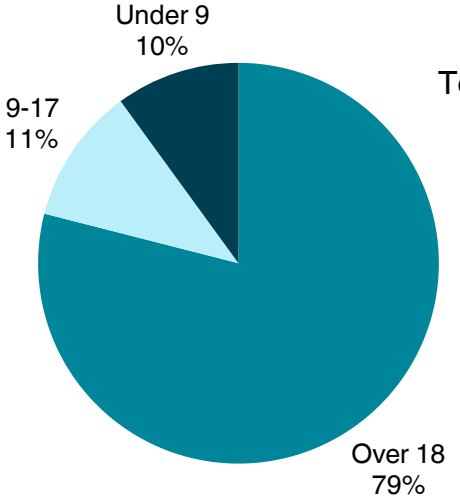
Libby		Hoopla	
2025	93,318	2025	20,183
2024	87,448	2024	16,761

INSPIRE

MPL Foot Traffic



Library Card Holders



Total Cards Added in 2025

3,212

Total Card Holders

17,690

"Very nice library, my son loves the children's library and that he gets to go play. They've got tons of activities for kids of all ages, even adults!"

Google Review
(Kelsey- October 2025)

Community Rooms

In 2025, we saw 1,261 hours of use in our 3 community rooms.

Quick Facts

WiFi Sessions	2025	139,844
	2024	131,364
Reference Questions	2025	12,647
	2024	11,925
Homebound Delivered Items	2025	1,793
	2024	2,403

Building & Grounds

- Space Needs Assessment completed, indicating a cost range of 1.15M to 7.6M, as several ideas were presented. Most notable expenses were the older electrical & mechanical components and accessibility needs.
- Added security cameras and updated security hardware, costing $9,726.
- Patron donation supported revamp of the speaker system in the children's library and the addition of microphones for programming, donation $10,000.
- Completed year 2 of a 3-year savings plan to purchase a new roof for the Library in 2027, saved so far $185,354.
($80,000 more will be saved in 2026)

FINANCIALS

2025 Property Taxes



OUT OF $100

School District 39.90% = $39.90

City of Minot 28.50% = $28.50

Ward County 17.72% = $17.72

Minot Park District 13.59% = $13.59

State of ND 0.29% = $0.29

*General Fund - Public Safety 44.87% = $7.93

*General Fund - Highways & Streets 33.23% = $5.87

Flood Control 16.04% = $4.57

*General Fund - General Government 21.90% = $3.87

Library 7.80% = $2.22

General Obligation Bonds 4.20% = $1.20

General Fund E 4.01% = $1.14

Public Transportation 2.60% = $0.74

Airport 2.08% = $0.59

Cemetery 1.10% = $0.31

Special Assessment Bonds 0.15% = $0.04

*General Fund Total: 62.02% = $17.68
Public Safety = 44.87%
Highways & Streets = 33.23%
General Goverment = 21.90%

Return on Investment

Population of Minot 47,791
2024 estimate from census.gov

Minot Public Library's 2025 Budget
$2,293,863

For every $1 MPL spent, we provided $7.43 in service.

Service Value Per Person
$356.81

Value of Service offered by the Minot Public Library in 2025
$17,052,483

(based on services and costs of services provided by others)

Funding Sources

Property Taxes	86.52%
Sales Tax*	8.68%
Copies, Fees, Interest	1.92%
State Aid	1.79%
Donations, Grants, & Friends of the Library	1.06%

*Sales tax is a 3-year savings plan for structural repair. (2024-2026)

Expenses

Salaries & Benefits	71 %
Supplies, Equipment, Tech, Etc.	14 %
Collections	12 %
Utilities	3 %

ANNUAL REPORT 2025

MINOT PUBLIC LIBRARY
CONNECT.ENRICH.INSPIRE

Joshua Pikka, Library Director

ABOUT US

Mission

The Minot Public Library is the center of information and exploration for the community.

Core Values

CONNECT

ENRICH

INSPIRE

Vision

The Library will be a leader in both traditional and state of the art library services, be responsive to the diverse interests and needs of residents of all ages and create productive partnerships within the community and region.

Governance

Christine Cherry
President

Kaylee Bourquin
Vice President

Mark Lyman
Secretary

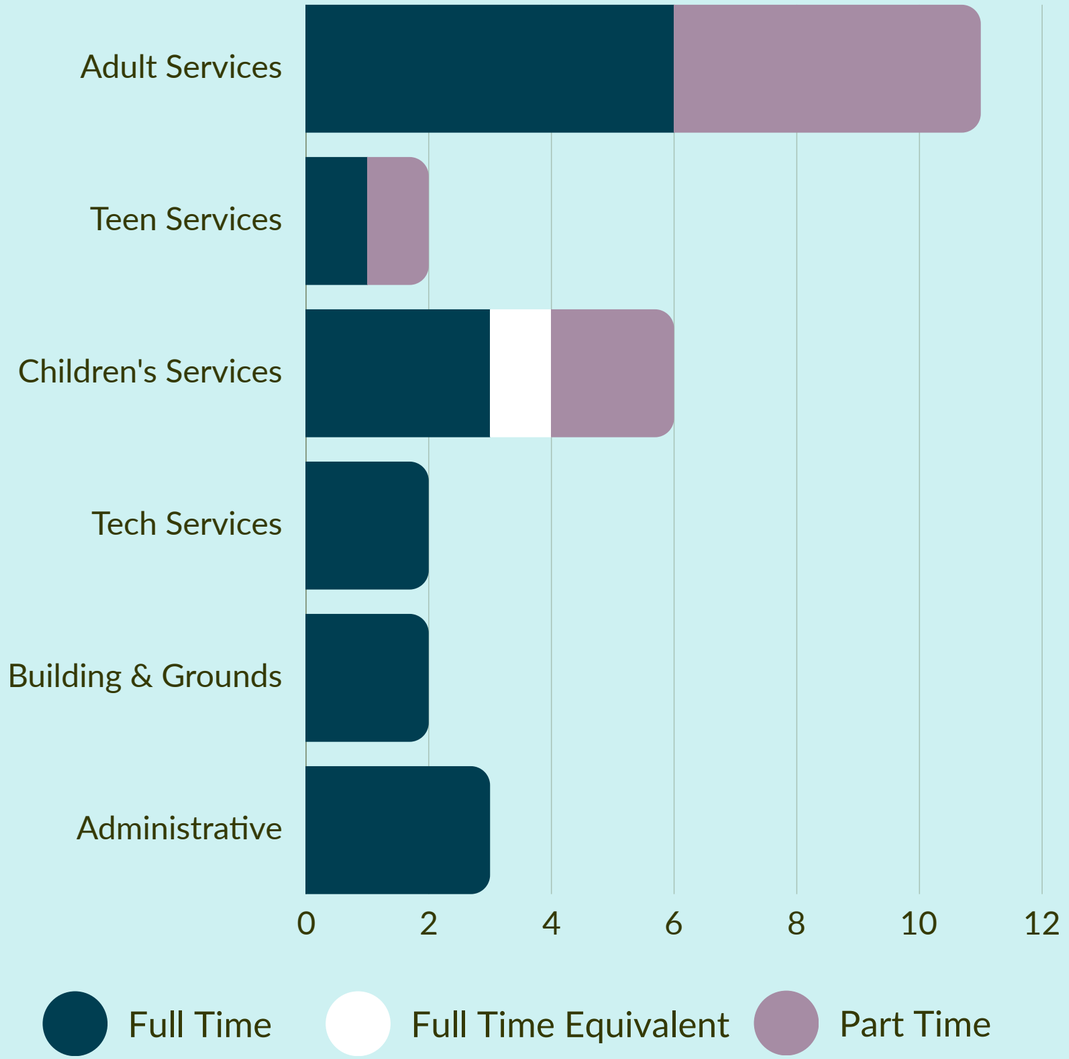
Rob Fuller
City Council Rep

Kate Rock
Member

OUR PEOPLE

21.57	26	21
FTE	Head Count	Volunteers

$ 1,640,520.48 Salaries & Benefits



PROPERTY TAXES

OUT OF $100



School District 39.90% = $39.90

City of Minot 28.50% = $28.50

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*General Fund Total: 62.02% = $17.68 (Public Safety = 44.87%/ Highways & Streets = 33.23%/ General Govt = 21.90%)

MPL FINANCES

FUNDING SOURCES

85.36 % PROPERTY TAX

8.56 % SALES TAX

Capital Infrastructure Roof, 3-yr savings 2024-2026

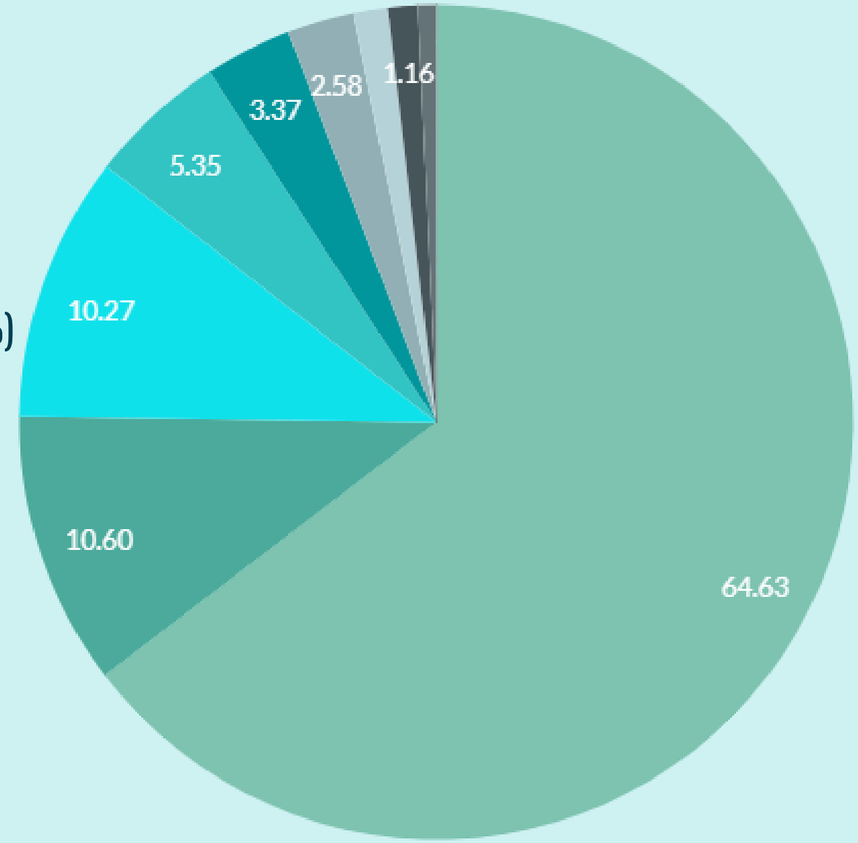
4.15 % REVENUE & DONATIONS

Friends of the Library donations included

1.92 % STATE AID

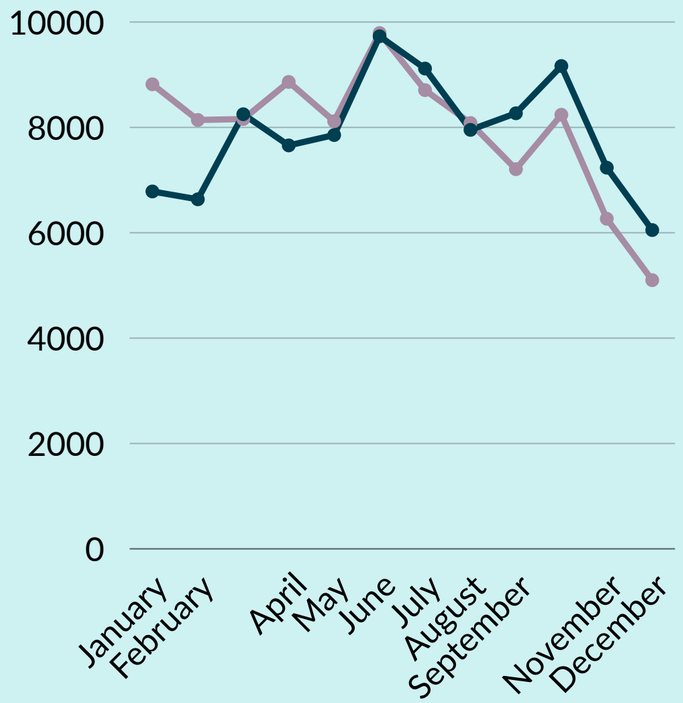
WHERE IT ALL GOES

- Salaries & Benefits (64.63%)
- Collections (10.60%)
- Building & Grounds (10.27%)
- General Fund Reimbursement (5.35%)
- Cost of Business (3.37%)
- Utilities (2.58%)
- Supplies (1.33%)
- Property Insurance (1.16%)
- Staff Education & Training (0.71%)



SERVICES

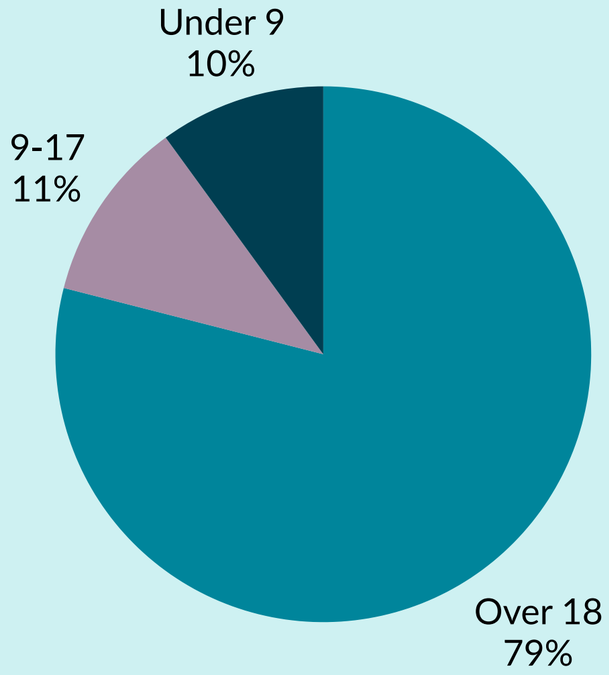
MPL Foot Traffic



2025 - 94,701

2024 - 95,492

MPL- Library Card Holders



Total Card Holders: 17,690

Total Cards Added in 2025: 3,212

Community Rooms

2025: 1,261 hours of use from the community in three rooms

WiFi Sessions

2025: 139,844

2024: 131,364

Reference Questions

2025: 12,647

2024: 11,925

Homebound Delivered Items

2025: 2,403

2024: 1,793

CIRCULATION

Circulation By Report Class

50.3% - Children's books

35.5% - Adult & Teen books

3.9 % - Adult & Teen DVDs

3% - Children's DVDs

2.7% - Children's Audiobooks

1.9% - Adult & Teen Audiobooks

1.7% - Makerspace, Tools, Other

0.7% - Ed Kits & Book Paks

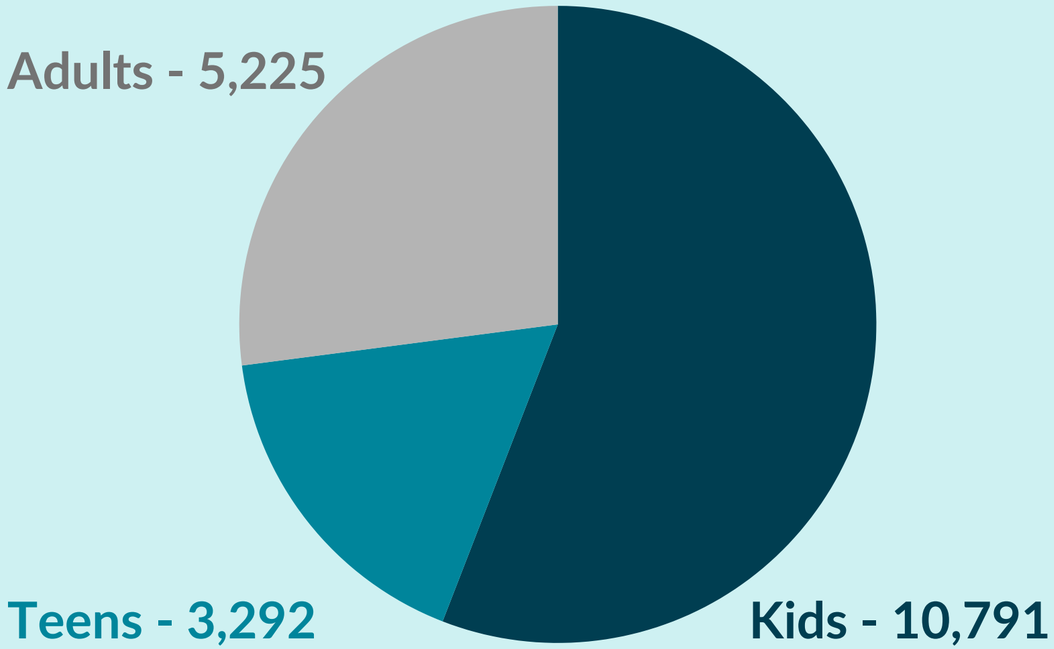
0.3% - Magazines

211,461
Total Checkouts & Renewals

8,209
Items Added to Collection

PROGRAMS

Program Attendance by Age



*includes on-site, off-site, and outreach

9,032
On-Site Program Participation.
377 programs.

5,069
Passive Program Participation.
84 programs.

7,124
Off-Site Program Participation.
108 programs.

3,152
Community members met through Outreach Events.
22 events attended.

FRIENDS OF MPL



Book Sales



Literacy in the Field



Holiday Social



Story Stroll

MPL Friends of the Library

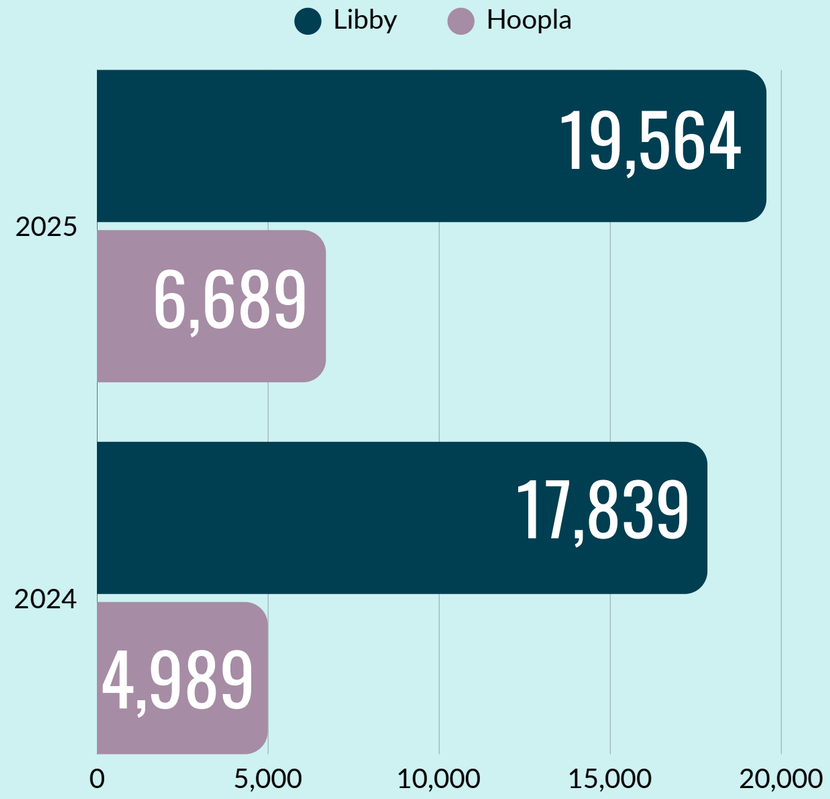
$ 29,512.74

TOTAL GIVING

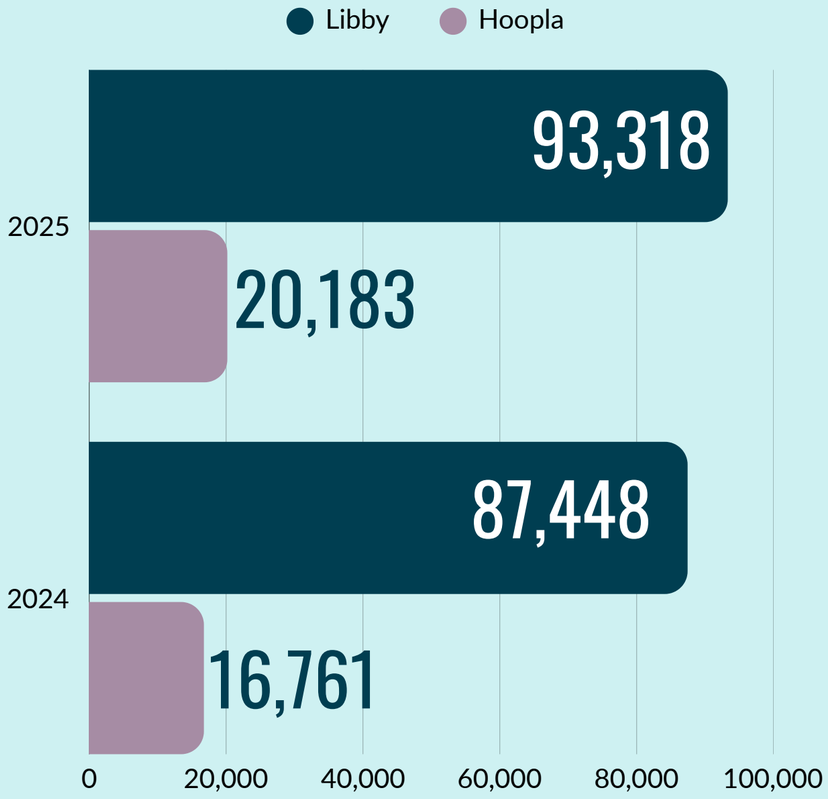
Thank You

LIBBY V HOOPLA

Unique Monthly Borrowers

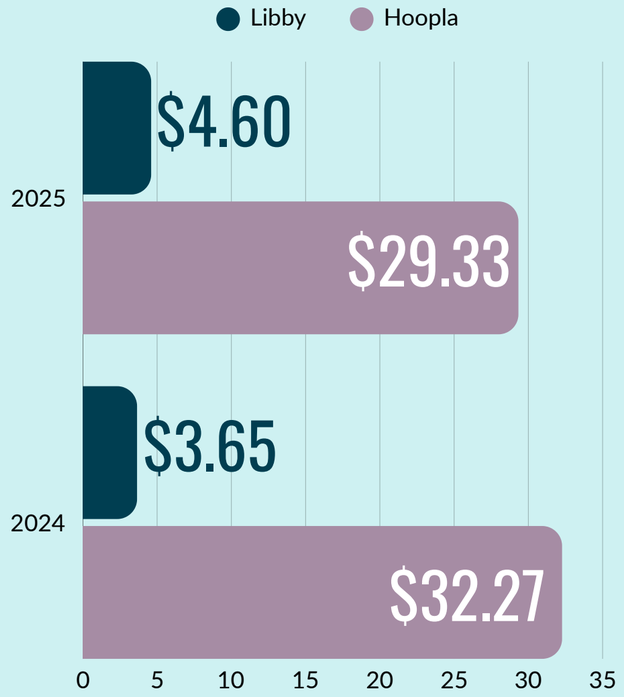


Items Checked Out

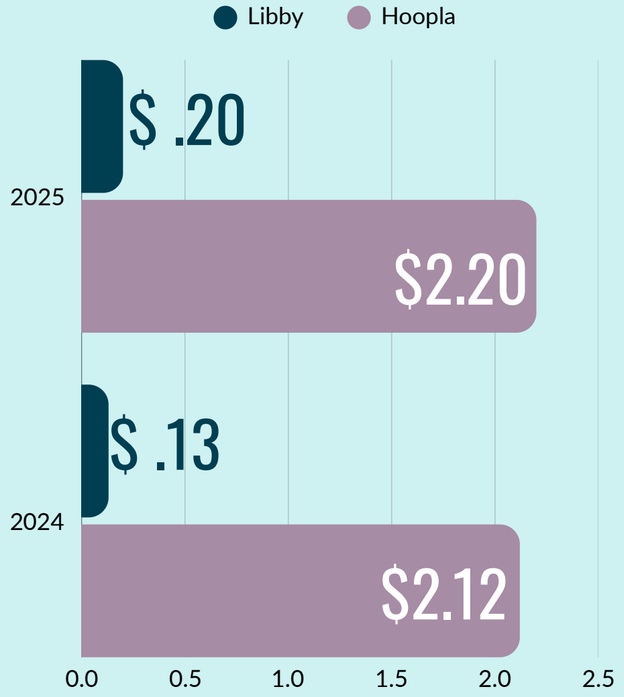


LIBBY V HOOPLA

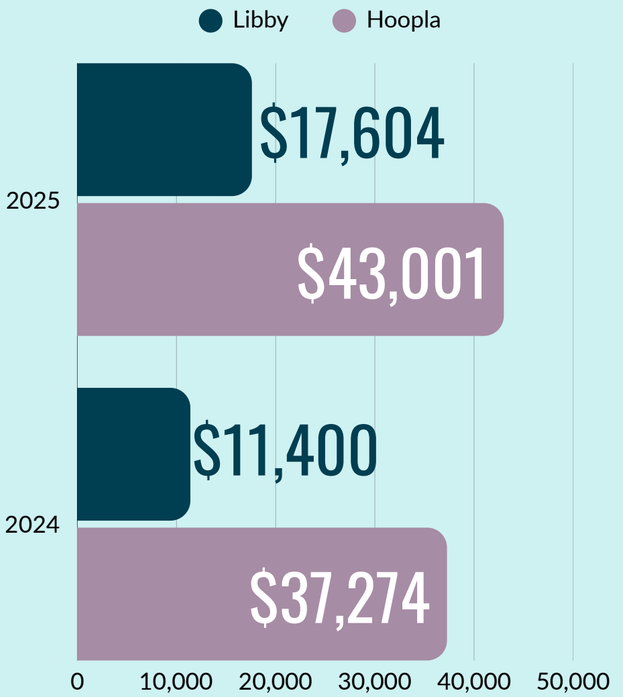
Cost Per Unique User*



Cost Per Borrowed Item*



Cost of Service



* Friends of the Library Donations:

Hoopla:
$15,000 in 2025
$6,000 in 2024

Libby:
$2,000 in 2025

BUILDING & GROUNDS

Space Needs Assessment completed, indicating a cost range of 1.15M to 7.6M, as several ideas were presented. Most notable expenses were the older electrical & mechanical components and accessibility needs

$9,726

Updated and added security cameras and updated security hardware.

$10,000

Patron donation helped us revamp the speaker system in the children's library and add microphones for programming.

$250,000

3 year saving plan

Completed a 2nd year of savings plan to purchase a new roof for the Library in 2027.

www.minotlibrary.org

+701-852-1045

minotlibrary@minotnd.gov

LOOKING A HEAD

2027 Budget

Cross Train Staff

Library Merger Discussion