



Regular City Council Meeting
Monday, June 15, 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
5. CONSENT ITEMS
 - 5.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the June 1, 2026, Regular City Council meeting.

- 5.2. ORDINANCES

RECOMMENDED ACTION

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

1. Ordinance No 6204 - Almy 3rd Addition Rezone
2. Ordinance No 6205 - Post Properties Addition
3. Ordinance No 6208 - 2026 BA -Transit & PW Roof Replacement
4. Ordinance No 6209 - 2026 BA - Water Sewer Compact Loader
5. Ordinance No 6210 - 2026 BA - NAWs Biota Capital Equipment
6. Ordinance No 6211 - 2026 BA - RouteWare Automated Truck Technology
7. Ordinance No 6212 - 2026 BA - Identification of Lead Service Lines
8. Ordinance No 6213 - 2026 BA - PW Outreach Grant
9. Ordinance No 6214 - 2026 BA - Street & Water-Sewer Loader

5.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

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

- 1. Magic City Equality to conduct bingo on June 7, 2026, at the Spot (6 2nd St NE).**
- 2. EverJoy Music LLC (Children's Music Academy Minot) to conduct a raffle on June 3, 2026, at Corbett Field (1124 Burdick Exwy E).**
- 3. MCDL Booster Club to conduct a raffle on May 30, 2026, at the Ann Nicole Nelson Hall (500 University Ave W).**
- 4. Nine Special Event Permits for the Spot (6 2nd St NE).**
- 5. Three Special Event Permits for Arny's 2.0 (12 3rd St SE).**
- 6. Special Event Permit for The "O"riginal (720 N Broadway).**
- 7. Six Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 8. Four Special Event Permits for Minot State University (500 University Ave W).**
- 9. Special Event Permit for Bones BBQ (437 N Broadway).**

5.4. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve the following alcohol licenses:

- Silk Road Bar and Grill, LLC dba the Silk Road Bar and Grill (1412 2nd Ave SW) for a Supper Club license from June 15, 2026, to December 31, 2026.**
- Arny's 2.0, LLC dba Off the Vine (15 S Main St) for a Supper Club license from June 15, 2026, to December 31, 2026.**

5.5. AIRPORT TERMINAL FIRE ALARM MONITORING - ELECTRO WATCHMAN

RECOMMENDED ACTION

It is recommended City Council approve the annual support agreement with Electro Watchman Inc. for the Airport's commercial terminal building fire alarm monitoring system; and authorize the Mayor to sign the agreement.

5.6. MINOT AIRPORT HVAC MECHANICAL SYSTEMS PREVENTATIVE MAINTENANCE AGREEMENT

RECOMMENDED ACTION

It is recommended City Council approve the Services Agreement with H.A.Thompson and Sons, and authorize the Mayor and Finance Director

to sign the associated documents.

5.7. RECYCLING PROCESSOR SELECTION RFP (4199.1)

RECOMMENDED ACTION

It is recommended City Council approve the proposal from Recycling Center of ND, select them as our recycling processor, and authorize the Mayor to sign contract documents on behalf of the city.

5.8. INDOOR RANGE USE AGREEMENT

RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the Usage Agreement between the Minot Police Department and the Minot Rifle and Pistol Club for firearms training activities;**
- 2. Authorize the Chief of Police to sign all necessary documents related to the agreement; and**
- 3. Authorize the Minot Police Department to schedule and utilize the range facilities in accordance with the approved agreement and budgeted training funds.**

5.9. CHAPTER 22 - NUISANCES ORDINANCE UPDATE

RECOMMENDED ACTION

It is recommended City Council approve the proposed modifications to Chapter 22 of the Code of Ordinances on first reading.

5.10. 2026 SANITARY SEWER CIPP AWARD OF BID (5000)

RECOMMENDED ACTION

It is recommended City Council award the bid for 2026 Sanitary Sewer CIPP to the low bidder, CC Steel LLC for the amount of \$1,167,937.00 and authorize the Mayor to sign contract documents on behalf of the City.

5.11. CASE #2026-25 - ALMY THIRD ADDITION - FINAL PLAT

RECOMMENDED ACTION

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

5.12. CASE #2026-45 - BOLTON HEIGHTS 17TH ADDITION - MINOR PLAT

RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat with Engineering conditions.

- 5.13. AUTHORIZE APPLICATION FOR DCIP FUNDS IN SUPPORT OF TRINITY HOSPITAL AND CRISI GRANT FOR RAIL MODAL GROUP

RECOMMENDED ACTION

It is recommended City Council authorizes the application for DCIP funds and CRISI funds to support these projects and to act as the grant administrator for both grants if awarded.

- 5.14. ~~AIRPORT GROUND LEASE BETWEEN THE CITY OF MINOT AND FLYING S REAL ESTATE, LLC FOR LOT 6, BLOCK 9 AT MINOT INTERNATIONAL AIRPORT - PULLED~~

- 5.15. SEWER CONNECTION FEE - 8201 HIGHWAY 2 EAST (4944)

RECOMMENDED ACTION

It is recommended City Council revise the connection fee calculation for this lot based on 11.09 acres (the developable and serviceable area), resulting in a connection fee of \$41,997.83.

- 5.16. CASE #2026-46 - RADIO CITY SUBDIVISION 3RD ADDITION - MINOR PLAT

RECOMMENDED ACTION

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

6. ACTION ITEMS

6.1. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6206 - Stonebridge Farms 8th Addition**
- 2. Ordinance No 6207 - Stonebridge Farms 8th Addition Block 1 and 3**

- 6.2. BUDGET AMENDMENT - ASSET MANAGEMENT, PERMITTING, LICENSING, & GIS SOFTWARE UPDATE (4922)

RECOMMENDED ACTION

It is recommended City Council:

1. Approve the proposed software update project and authorize staff to negotiate final terms and conditions of the agreements;
2. Authorize the Mayor to sign the agreements as negotiated by staff; and
3. Approve the proposed budget amendment.

6.3. ACCEPTANCE OF THE TWO SUBMITTED PROPOSALS FOR ANIMAL POUND SERVICES AND AUTHORIZE STAFF TO NEGOTIATE TERMS OF AGREEMENT

RECOMMENDED ACTION

It is recommended City Council consider the proposals from AEL and Hairball Haven and, if approved, authorize the Chief of Police to negotiate terms of the agreement with the knowledge that acceptance of these proposals is roughly the equivalent of 5–6 police officer positions (currently unfunded and not included in the draft proposed MPD 2027 budget scenario).

6.4. AIRPORT CONSTRUCTION CONTRACT FOR TAXIWAY B REALIGNMENT AND RECONSTRUCTION & RUNWAY 8/26 REHABILITATION (WEST) AIP 3-38-0037-079-2026 & AIP 3-38-0037-080-2026

RECOMMENDED ACTION

It is recommended City Council:

1. Approve and acceptance of the lowest responsible bid from Wagner Construction for the Taxiway B Realignment and Reconstruction & Runway 8/26 Rehabilitation (West) project;
2. Approve to apply for funding, accept if awarded, and have the Mayor, City Attorney, and the Airport Director sign contracts, grants, and necessary documents; and
3. Authorize the Mayor to sign the construction contract agreement.

6.5. HVAC DESIGN AND BID CONTRACT - AIRPORT GA TERMINAL

RECOMMENDED ACTION

It is recommended City Council:

1. Authorize City staff to negotiate a statement of work (SOW) with Mead & Hunt for the HVAC design and bid;
2. Approval of the negotiated contracts with Mead & Hunt (M&H);
3. Authorize the Mayor and Finance Director to sign the agreements;

- and
4. Approve to advertise for bid.

6.6. BUDGET AMENDMENT - FRIENDS OF THE LIBRARY DONATION

RECOMMENDED ACTION

It is recommended City Council accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

6.7. CASE NO. FI-21 - A REQUEST BY THE MINOT AUTHORITY FOR A
FACADE IMPROVEMENT PROGRAM FORGIVABLE LOAN OF \$139,016.00
FOR IMPROVEMENTS PROPOSED TO 108 BURDICK EXPY EAST

RECOMMENDED ACTION

It is recommended City Council approve the item and authorize the Mayor to execute the contract.

6.8. AIRPORT EASEMENT AND REIMBURSABLE AGREEMENT - ENBRIDGE

RECOMMENDED ACTION

It is recommended City Council:

- 1. Authorize staff to negotiate the Reimbursement Agreement with Enbridge for an amount up to \$550,000;**
- 2. Authorize staff to negotiate the corridor easements and corresponding easement agreements with Enbridge in accordance with the FAA requirements;**
- 3. Authorize the Mayor to sign the final agreements; and**
- 4. Record the easement with Ward County Recorder.**

6.9. ORDINANCES

RECOMMENDED ACTION

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

- 1. Ordinance No 6215 - Minot Park District Sales Tax Ordinance**

7. PERSONAL APPEARANCES
8. MISCELLANEOUS AND DISCUSSION ITEMS
9. LIAISON REPORTS

10. ADJOURNMENT

Proclamation

Mayor Proclaims June 15 as MHS Boy's Golf Appreciation Day

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

WHEREAS, the Minot High School Boys Golf Team won the 2026 NDHSAA State Championship for the first time in 23 years through determination, talent, discipline, and hard work; and

WHEREAS, the Minot High School Boys Golf Team overcame a three-stroke deficit, finished tied for first place at the 2026 NDHSAA State Championship, and secured the state title through a tiebreaking victory, showcasing the depth, determination, and teamwork of the entire squad; and

NOW, THEREFORE, I, Mark Jantzer, Mayor of Minot, North Dakota, do hereby proclaim June 15, 2026, as Minot High School Boys Golf Team Appreciation Day, and encourage all Minot residents to celebrate the Magicians' 2026 State Championship and recognize the team members, staff, and coaches for a season of excellence that highlights the successful academic and athletic programs of Minot Public Schools.

Mayor Proclaims June 15 as MHS Boys Golf Appreciation Day

Mark Jantzer, Mayor, City of Minot

City of Minot City Clerk

TO: Mayor, Mark Jantzer
Members of the City Council

FROM: Tom Joyce, City Manager

DATE: June 15, 2026

City Manager, Tom Joyce

Upon my request, the Ward County Emergency Management Office facilitated a City of Minot All- Hazards Emergency Operations Plan Tabletop Exercise with me and other key City leaders and staff in various departments. I conducted a site visit with airport staff of the Runway 8/26 to review and better understand the Runway Safety Area at the east end and the current pipeline placement. I attended the Fleet Management Evaluation Board and received a briefing on the proposed 1-N 2027 priority list to be presented to Council during June 15th, 2026, Budget Session. I participated in the Flood Protection presentation and tour provided by the Souris River Joint Board to Council members and Mayoral and Council candidates. I also participated in the presentation and tour of the Superfund Site and Southwest Corridor projected provided to Senator Hoeven. I spent time with Herronplamer and HR staff, reviewing the draft pay plan to potentially go into effect January 1st, 2027. I participated in an interview and attended presentations from HR Green, our Compatible Use Study/Installation Readiness Review contractor, to the Advisory and Technical Committees as well as a public open house and a presentation to the Military Affairs Committee. I was fortunate to make comments and participate in the promotion of Police Captain Shawn Wegner and was honored to participate in the retirement ceremony of Police Captain Jason Sundbakken after 30 years of service and dedication to our community. I held an Employee Town Hall to address concerns over a declining budget and explained my position of trying to get to a budget that reduces current expenses, while maintaining a flat to marginally increased revenues, and refraining from/mitigating the use of cash reserves to cover operating expenses (vice unexpected emergencies). I received a briefing from our Building Official to better understand proposed fee increases for 2027 and beyond. I said farewell to our Fleet Manager, Chuck Schmidt, who is departing the City after two years of service to pursue another career opportunity. I met with our Organizational Transformation Process Improvement & Innovation team to better understand possible variables causing changes to expenses over time. I had one-on-ones with five direct reports and two Council members, had good discussions with members of the Library Board, MACEDC regarding Magic Fund, and received a complaint from a staff member via my open-door policy. I also met with a member of Council and staff to help resolve a citizen's permitting issue.

**Public Works Operations
Director, Bryan Banfill**

PUBLIC WORKS ADMINISTRATION:

The Public Works Operations staff continued their ongoing efforts to enhance department efficiency and service delivery this month. Staff actively reviewed problem properties scope with the Police Department and other City staff, expanding code enforcement considerations to

include grass, snow control, and abatement issues. Discussions were held to evaluate Sourcewell as a more streamlined procurement solution, aiming to minimize staff time while maintaining compliance with city and state policies. Significant progress was made on market research for updating the Fuel Master software, with options being explored to improve tracking and accountability for city fleet fuel usage. Building and grounds operations were also reviewed, and the trial reduction in custodial services for city-owned properties yielded positive results. This is in line with supporting the feasibility of maintaining lower service levels. Additionally, staff worked on consolidating HVAC, shredding, and elevator maintenance contracts to drive down costs and improve efficiency. Additionally, staff is continuing its ongoing review of mosquito surveillance alternatives following the release of an RFP for program tracking services.

Overall, the team accomplished several key tasks this month. Public Works Week saw a strong community turnout, highlighted by a street sweeper ride-along for a local youth. Seasonal updates and ordinance changes regarding winter operations and tall weeds are being consolidated to help communicate to the public via the PIO. This information should be released in the coming weeks. Citywide cleanup efforts were successful, with further discussions underway to identify improvement opportunities. The successful Mosquito RFP highlighted new program capabilities for evaluating cost-effective spray dispersal methods. Emergency operations plan exercise events were attended to better prepare staff for potential critical incidents. Cemetery operational updates are underway, with hiring of a new manager in progress and operational procedures being updated to prevent service disruptions. The Memorial Day event at the cemetery was also well attended, marking another successful community engagement activity.

ROSEHILL CEMETERY:

In May, Cemetery cleanup efforts continue. A period of warm weather mid-month allowed staff to remove windblown debris across the grounds. We have hired all 4 of our seasonal grounds keepers. They have been doing well and have mowed the Cemetery one whole time and are starting on the second cut. At this time, 96 percent of burial plots are occupied, leaving 1,950 plots available for future sales. During May, the Cemetery generated \$19,300 in revenue, from burials. (13 traditional burials 14 cremation burials) Plot sales for April generated \$11,500.

PROPERTY MAINTENANCE DEPARTMENT:

In May, Property Maintenance completed 164 work orders: 55 for preventative maintenance (PM) and 109 for non-PM tasks. This is in line with previous months and year efforts. PM tasks included filter checks, equipment cleaning, and HVAC service requests. The team handled plumbing repairs and addressed repairs for the Fire & Police Departments. The team is currently managing 11 flood buyout properties with a few more coming online in the near future. The temporary animal shelter driving additional tasks specific to standing up visual barriers to try to quiet down the animals. We have also gained some ground at the Municipal Court by setting up additional gates for the safety of the Judge and other employees. Additionally, the team is working to diagnose the energy spikes at Fire station 4 leading to significant malfunctions with various facility equipment. Due to temperature increases, staff is working towards bringing facility cooling towers online in preparation for summer operations. Lastly, the crew has taken possession of some artwork from Norsk Hostfest and are being to discussion options for where to hang the paintings.

STREET & STORM SEWER MAINTENANCE DEPARTMENTS:

Citywide Cleanup was a success. Additionally, the sweeping schedule has been established as follows: May 11th –May 21st (NW Quadrant), May 26-June 4 (SW Quadrant), June 8-June 18 (SE Quadrant), June 22-July 1 (NE Quadrant). If one area is completed before the end date, sweepers will move on to the next quadrant.

Asphalt plants are currently open, which means the Patch crew has begun working on paving water break holes and other failing pavement areas. Our alley crew has been maintaining gravel alleys as well. Our grass crew has acquired summer mowing staff to start mowing the almost 500 acres of City owned lots, ROW, green spaces and Levees. Eric Locken, City Council candidate, had a ride along with the Street Department's Grass Crew and Patch Crew. Storm Sewer closed the bottom gate wells at the dead loops for summer operating levels as Lake Darling lowered its releases. Public Works week was May 17-23, 2026. During that week, on May 20th, we hosted an open house that was a great success. There were many individuals and families in attendance. All seemed to enjoy the touch a truck event as well as informational booths for recycling and other services.

TRANSIT DEPARTMENT:

Transit ridership has leveled off in April 2026 with 9,108 fixed route rides given. This is within a few rides from the same period last year. Paratransit rides continue to remain steady as well. The Transit Development Plan continues to be ahead of schedule. Two public hearings were held in the last week of May to present the draft plan for public comments with very little attendance. The final TDP is scheduled to be presented to the MPO and City Council in late July. The refurbished bus project is in full swing with work starting on May 5th. The bus is currently stripped down to the frame and body, and work has begun to install new components. The pre-delivery inspection is scheduled for late July with an expected delivery date in August.

FLEET DEPARTMENT (CT SHOP):

During May, the maintenance team managed 70 work orders, with 58% attributed to unscheduled repairs—consistent with trends observed in previous months and years. This underscores the ongoing need for replacement vehicles and funding to support an aging fleet. Over the past month, the team successfully completed 54% of unscheduled work orders within 24 hours, and 63% within 72 hours. They continued to wrap up seasonal snow operations while also supporting summer activities, including assisting core service departments like sanitation to keep equipment operating efficiently. In preparation for summer, the team is conducting inspections and repairs on seasonal equipment to ensure uninterrupted delivery of essential services. Additionally, the fleet is evaluating second quarter procurements and anticipates making acquisitions in May and June. Following recent Fleet Management Working Group meetings, the team is continuing to move forward with the fleet management process, aiming to finalize a recommended fleet replacement list for inclusion in the 2027 budget review. The team has also presented this information and their recommendations to the Fleet Evaluation Board, comprised of department heads and city leadership, in late May. Finalization of the list will occur shortly once both Finance Director and City Manager make their final determination.

**Engineering Department,
City Engineer, Lance Meyer**

Department Updates

- Welcome, Serena and Aiden! Our summer interns have hit the ground running with many of our annual roadway maintenance projects already underway.

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.
- The 16th Street Reconstruction Phase 2 environmental clearance work has started.
- The 3rd Street Bridge Replacement project environmental clearance contract has been signed, and work will begin on the project.
- Storm Sewer District 125 RFQ for consulting engineers is being advertised.
- Eastwood Park Bridge RFQ for consulting engineers is being advertised.

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 was recently completed. Following completion some roadway settlement occurred, forcing a lane closure to investigate.

2025/2026 Maintenance Projects

- All 2025 projects, except for Street Improvement 4866.4 – East Burdick Frontage Road, have made final payment.
- Many 2026 roadway maintenance projects are beginning construction.
 - Removals are occurring on 11th Ave on both sides of N Broadway.
- 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 summer.

Additional Information – GIS Maps

- [Traffic Impact App | Minot GeoHub](#)
- [2026 Construction Project Map](#)

City of Minot

Funding Summary for Minot Commission on Aging, Inc.

June 1, 2026

Services Provided:

Meals on Wheels: Meals are delivered to senior citizens in Minot and also to disabled citizens residing in Henry Tower and Milton Young Tower. Along with each meal comes a wellness check from the volunteer. We are serving close to 400 hot home delivered meals daily in Minot. We also prepare approximately 100 meals daily to provide as frozen meals. Meals are available to these citizens without any required cost to the eligible Minot resident.

Congregate Meals: We are serving a hot lunch from 11:30am to 12:30pm Monday -Friday. Congregate meals provide a social setting for seniors. These meals are available to any individual 60+. Meals are available to these citizens without any required cost to the eligible Minot resident.

Café 60 Breakfast: We are serving a hot breakfast from 7:00am – 1:00pm. These meals are available to any individual 60+. Again, seniors are able to dine in a social setting. Meals are available to these citizens without any required cost to the eligible Minot resident.

Health Care Clinics: We provide foot care clinics to Minot residents over 60. These are provided at our center in Minot a minimum of once a week. We also provide in-home foot care visits to seniors unable to get to our facility because of health or mobility issues. Foot care services are also provided to citizens over 60 without any required cost.

Telephone Reassurance: Phone calls daily to seniors. Many seniors are isolated and alone; these wellness calls may be the only human contact they have that day.

Senior Activities:

Exercise - Tuesday and Thursday
Yoga-Wednesday and Friday
Crafts-Monthly
Bingo – Twice Monthly
Tech Help-Monthly
MSU Nursing Students-Health Program-Monthly
Falls Prevention Program

Good to Know Speakers-Monthly
NDSU Create Better Health-Monthly
Game/Cards-Twice Monthly
Movie-Twice Monthly
Walking Group-Twice Monthly
Holiday Parties
Book Club

In 2025, we served 112,220 home delivered meals in Minot to 799 Minot residents. These meals were delivered to seniors and low-income people living with disabilities in Minot. We also served 28,398 congregate meals to seniors in Minot, serving 1,705 Minot local older adults last year. January 1, 2026 through April 30, 2026 we have provided 35,552 home delivered meals to residents in Minot. We have served 9,427 congregate meals in Minot through October to older adults.

Our number of clients receiving home delivered meals continues to increase as the cost of living increases. Most of our seniors receiving our services are on a fixed income and may have difficulty making ends meet. Our home delivered meals help them with food and transportation costs.

In 2025 we provided 2,189 health care visits for Minot older adults. We have provided 670 health care visits in our facility and 45 home health care visits to Minot residents from January 1, 2026 through April 30, 2026.

Our goal from the beginning has always been to take care of the senior population. Keeping seniors at home and independent has always been our number one priority since 1973.

All services are provided on a donation basis only, no senior is denied service because of the inability or unwillingness to make a contribution. City funds are greatly appreciated and will be used to offset the \$13.06 cost per meal and \$115.32 cost per Health visit.

On June 1, 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

PROCLAMATION

Mayor Jantzer proclaimed June 1, 2026, MHS Girls Tennis Appreciation Day.

REPORTS

CITY MANAGER'S REPORT

Tom Joyce submitted a written report to the City Council.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the City Council.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

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

The motion to close the public hearing and approve the Preliminary Plat as shown in Attachment A and the Zoning Map Amendment Ordinance as shown in Attachment B 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.

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

The motion to close the public hearing and approve the Preliminary Plat as shown in Attachment A was initiated by City Council Member Blessum, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

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

The motion to close the public hearing and approve the Preliminary Plat as shown in Attachment A and the Zoning Map Amendment Ordinance as shown in Attachment B 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.

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

The motion to close the public hearing and 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 conditions was initiated by City Council Member Blessum seconded by City Council Member Fuller and

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

Here are the following conditions with the approval of the motion:

1. Development shall comply with the previously approved storm water management plan or will need to be amended;
2. Subdivision infrastructure plan required;
3. Infrastructure development agreement required;
4. Sewer connection fee required \$3,787/acre; and
5. Sidewalks required.

PUBLIC HEARING

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

The motion to close the public hearing and approve the request and authorize staff to submit the application to the State of North Dakota for final approval was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Scott Samuelson.

CONSENT ITEMS

The motion to approve consent items 7.1 through 7.15 with recommended actions was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike H

CITY COUNCIL MINUTES - Approve the minutes of the May 18, 2026, Regular City Council meeting.

ORDINANCES - 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

ADMINISTRATIVE APPROVALS - 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).

BILLS, TRANSFERS, & PAYROLL - 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.

ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$17,382.20	1E+08	Marketplace Liquor	\$38.31	309112
ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$235,079.73	1E+08	McKynna Marie Stenberg	\$175.00	309113
BANK OF NORTH DAKOTA	\$111,806.14	228	ND Child Support	\$152.00	309114
BANK OF NORTH DAKOTA	\$160,379.35	229	Schatz Crossroads	\$25.00	309115
Eniecy Jones	\$200.00	1359	Scheels	\$67.90	309116
Hunter Oothoudt	\$50.00	1360	Shoe Carnival	\$25.00	309117
Jessica Marshall	\$175.00	1361	St. John's University	\$60.00	309118
Ward County Clerk of Court	\$1,500.00	1362	Target	\$20.00	309119
DEERE CREDIT, INC.	\$86,462.81	231	Verendrye Electric Cooperative	\$30.00	309120
WEX HEALTH, INC	\$13,061.50	1E+08	Wal-Mart	\$4.19	309121
CDM SMITH	\$103,040.00	90000110	Wal-Mart	\$1.48	309122
NAPA AUTO PARTS	\$6,279.74	90000111	Wal-Mart	\$10.32	309123
NORTHWEST TIRE AND RETREAD	\$9,910.89	90000112	WSI-ND Workforce Safety & Insurance	\$25.00	309124

SOURIS RIVER JOINT WATER RESOURCE	\$45.54	90000113	GENERAL TRADING	\$22.73	309125
SWANSTON EQUIPMENT COMPANIES	\$1,354.41	90000114	GILLIG, LLC	\$796.02	309126
US BANK	\$40.38	232	GRANITE SPRINGS CO.	\$117.00	309128
WELLS FARGO	\$1,017.43	1E+08	GREAT PLAINS TECHNICAL SERVICES	\$31,172.00	309129
1 CALL SEPTIC SERVICES, INC	\$479.00	309056	HAWKINS, INC.	\$29,495.74	309130
3D SPECIALTIES, INC.	\$1,231.97	309193	INGRAM LIBRARY SERVICES, LLC	\$3,055.94	309131
AAAA	\$165.00	309057	JET LINE SALES & SERVICE, LLC	\$2,298.44	309132
ABM SUPPLY, LLC	\$343.52	309058	JOHN DEERE FINANCIAL	\$1,013.95	309127
ACME TOOLS	\$1,205.24	309059	LOCATORS & SUPPLIES	\$144.90	309133
ADVANCED BUSINESS METHODS	\$5,111.89	309060	MACQUEEN EMERGENCY GROUP	\$2,275.00	309135
AFFINITY FIRST FEDERAL CREDIT UNION	\$9,815.14	309061	MAIN ELECTRIC CONSTRUCTION	\$115,843.83	309136
ALEX AIR APPARATUS 2 LLC	\$20,664.00	309062	MIDWEST TAPE	\$652.21	309137
AMAZON	\$491.45	309063	MINOT AREA CHAMBER EDC	\$46,637.50	309134
AMERICAN GARAGE DOOR	\$175.00	309064	MINOT AUTO	\$640.11	309138
AMERICAN WELDING & GAS, INC.	\$22,740.09	309065	MINOT EMPLOYEE DONATIONS	\$701.37	309139
ANTHONY TATMAN	\$75.00	309066	MINOT PARK DISTRICT	\$70,781.43	309140
APH/AUTO VALUE	\$572.45	309067	MOWBRAY & SONS	\$3,732.06	309141
AQUA-PURE, INC.	\$25,780.41	309068	MVTL LABORATORIES	\$289.00	309142
BUTLER MACHINERY CO.	\$785.85	309069	ND DEPARTMENT OF HEALTH	\$75.00	309143
C& R RADIATOR	\$5,205.00	309070	ND DEPT OF TRANSPORTATION	\$34,401.18	309144
Brandon & Michelle Hutchins	\$375.00	309071	ND DEPT OF WATER RESOURCES	\$75,345.71	309145
Matthew Schneider	\$2,350.00	309072	NDIRF	\$150.00	309146
Matthew Schneider	\$10,701.22	309073	NORTH COUNTRY SPORTSWEAR	\$103.96	309147
Thomas Boe	\$1,350.00	309074	NORTH DAKOTA FIREFIGHTER'S MUSEUM	\$25.00	309148
CHAMLEY PIPE & SALVAGE, LLC	\$10,326.60	309075	NORTH PRAIRIE RURAL WATER DISTRICT	\$168.97	309149
CITY OF MINOT EMPLOYEE RECOGNITION COMMITTEE	\$163.50	309096	OLSON'S TOWING	\$1,656.75	309150
DAKOTA FIRE EXTINGUISHER	\$241.11	309076	ONE CALL CONCEPTS, INC.	\$634.39	309151
DAKOTA FLUID POWER, INC.	\$435.30	309077	PARKLAND USA CORPORATION	\$1,159.99	309100
DOMESTIC VIOLENCE CRISIS CENTER	\$1,399.68	309078	PHIL SCHULTZ	\$400.00	309177
ECOLAB PEST ELIMINATION DIVISION	\$886.75	309079	PINKERTON ANIMAL HOSPITAL, PLLC	\$498.00	309152
Anthony Cuypers	\$238.00	309080	POTTERS INDUSTRIES, LLC	\$3,760.00	309153
Elijah Hanks	\$283.80	309081	PRINGLE & HERIGSTAD, P.C.	\$405.00	309154
Gage Degroot	\$170.00	309082	PROCOLLECT	\$461.65	309155
Gannon Miller	\$283.80	309083	PROTECH INTEGRATIONS, LLC	\$50.00	309156
Gerald Heizelman	\$170.00	309084	BENNO, CHRIS	\$25.79	309157
Jared Foley	\$283.80	309085	CASUCCI, ALDO	\$33.39	309158
Jessica Presley	\$283.80	309086	FRANK, TYLER	\$16.48	309159
Jonathan Mason	\$88.40	309087	GERDING, DAVE	\$289.53	309160
Jonathan Mason	\$88.40	309088	GHENT, TYLER	\$8.11	309161
Kendra Bachmeier	\$138.00	309089	HENDERSHOT, DENNIS	\$12.70	309162
Kristin Shaide	\$283.30	309090	HOGLUND, CARL M	\$38.41	309163
Krystle Foster	\$55.83	309091	JUAREZ, CRUZ	\$10.04	309164
Melissa Anderson	\$27.91	309092	KING, KARLEE	\$14.67	309165
Randi Monley	\$42.21	309093	LEIER PROPERTIES LLC	\$83.57	309166
Tony or Nancy Stewart	\$170.00	309094	MARTIN, RODGER	\$1,000.00	309167
Trisha Guthrie	\$138.00	309095	MCCUE, RACHEL	\$22.32	309168
ENERBASE	\$50,999.71	309097	NATIONAL GENERAL INSURANCE	\$30.00	309169
ETSYSTEMS	\$400.00	309098	REINMUGH, BEN	\$21.99	309170
FACTORY MOTOR PARTS	\$85.17	309099	SAUCIER, ADAM	\$26.92	309171
FIRE EQUIPMENT CO.	\$112.00	309101	SOFT WATER SERVICE	\$81.61	309172
FIRE FACILITIES INC	\$170.00	309102	SOGGE, MATT	\$50.00	309173
FIRST INTERNATIONAL BANK & TRUST	\$693.00	309103	ST. CROIX, COLIN	\$6.84	309174
FLEXIBLE PIPE TOOLS & EQUIPMENT	\$11,846.00	309104	REHAB SERVICES	\$849.20	309175
G & P COMMERCIAL SALES	\$7,127.83	309105	SANITATION PRODUCTS	\$9,537.26	309176
GALLAGHER BENEFIT SERVICES, INC.	\$20,650.00	103	SECURITY FENCE, INC.	\$488.13	309178
GARVER, LLC	\$5,000.00	309106	SMART PLANET SOFTWARE, LLC	\$539.73	309179
Joshua Krehoff	\$3,406.49	104	SOURIS BASIN TRANSPORTATION	\$150,000.00	309180
Alexis C Sierra	\$125.00	1363	STEEN CONSTRUCTION & ASSOCIATES	\$9,050.00	309181
Arturo Cacares	\$225.00	1364	SUNDRE SAND & GRAVEL, INC.	\$7,087.68	309182
Bri Linette Wiegiers	\$240.00	1365	SVL SERVICE CORPORATION	\$6,012.00	309183
Christopher Desantiago	\$1,475.00	1366	TRINITY HEALTH	\$9,585.28	309184
Courtney Ahmann	\$525.00	1367	TYLER TECHNOLOGIES, INC.	\$2,267.43	309185
Eric Marvin Aguero	\$350.00	1368	U.S. POST OFFICE	\$6,000.00	309186
Jon Patrick Crewell	\$125.00	1369	VANGUARD APPRAISALS	\$3,040.00	309187
Joseph A Kerzmann	\$400.00	1370	VESSCO, INC.	\$11,651.69	309188
Kyle Baarstad	\$225.00	1371	VISIT MINOT	\$66,823.57	309189
Nathanael Miner	\$60.00	1372	WALLWORK TRUCK CENTER MINOT	\$1,450.53	309190
Nita Marlene Skedsvold	\$115.00	1373	WARD COUNTY AUDITOR	\$6,400.00	309191
Raeshawn Walker	\$310.00	1374	WEST OAKS ANIMAL HOSPITAL	\$269.51	309192
Ricky Anderson	\$225.00	1375	WESTLIE FORD	\$322.08	309194
Steven Melby	\$975.00	1376	WESTLIE TRUCK CENTER	\$3,266.10	309195
Wal-Mart	\$225.00	1377	EMPOWER TRUST COMPANY, LLC	\$36,189.39	1E+08
Ward County Clerk Of Court	\$750.00	1378	DEERE CREDIT, INC.	\$3,458.51	1E+08
Ward County Clerk Of Court	\$750.00	1379	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$17,357.20	1E+08
Zack Thomas Bennett	\$300.00	1380	ACKERMAN ESTVOLD	\$51,076.85	90000115
Clark Boehm	\$350.00	309107	NAPA AUTO PARTS	\$871.90	90000116
Dolores Butler	\$20.00	309108	NORTHWEST TIRE AND RETREAD	\$28.50	90000117
Italo Brandon Camacho	\$30.00	309109	SOURIS RIVER JOINT WATER RESOURCE	\$1,201,587.77	90000118
Jade Carson	\$50.00	309110	SWANSTON EQUIPMENT COMPANIES	\$13,500.00	90000119
Jory D Buchweitz	\$3,272.73	309111		\$3,035,295.18	

ALCOHOLIC BEVERAGE LICENSE - 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.

SITE AUTHORIZATIONS RENEWALS - 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. at the The "O"riginal (720 N Broadway)
- Minot Moose Lodge No 822 Loyal Order of the Moose, Inc. at the Minot Moose Lodge (400 9th St SW)
- Magic City Lions Club at the following locations:
 - Clarion Hotel (2200 E Burdick Exwy)
 - Spicy Pie (1100 N Broadway)
 - Rockin' Horse (2625 E Burdick Exwy)
 - Ebenezers (300 E Central Ave)

GAMING SITE AUTHORIZATION - MSU BEAVER BOOSTERS - 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).

CASE #2026-41 - LOTS 1 & 2, BLOCK 1, NOLEN'S ADDITION - MINOR PLAT - Approve the Minor Plat as shown in Attachment A.

2025 STREET IMPROVEMENT ADDITIONAL AREAS - FINAL PAYMENT (4866.3) - Approve the final payment of \$83,994.65 to Minot Paving Co. LLC.

CASE #2026-42 - BOLTON HEIGHTS 16TH ADDITION - MINOR PLAT - Approve the plat as shown in Attachment A.

CASE #2026-43 - VALLI HAI 3RD ADDITION - MINOR PLAT - Approve that plat as shown in Attachment A.

ENVIRONMENTAL REVIEW SERVICES MASTER SERVICE AGREEMENT — KLJ - Approve the Master Service Agreement with KLJ Engineering and authorize the Mayor to sign the agreement.

5-YEAR FLOOD WALL STRUCTURAL INSPECTIONS MI-1 & MI-2/3 TASK ORDER - Approve the task order with Houston Engineering, Inc., and authorize the Mayor to sign the agreement.

ND ENERGY CONSERVATION GRANT FOR LED LIGHTING - PUMP STATIONS - Approve the submission of the grant; and if selected for the grant, approve the acceptance of the grant; and authorize the Mayor and Staff to sign all applicable documentation.

CONTRACT FOR THE RECORD - Approve the contract for the record and authorize the Mayor, Finance Director, and City Clerk to sign the contract.

ACTION ITEMS

AIRPORT SOUTH HANGAR AREA UTILITY INFRASTRUCTURE CONSTRUCTION CONTRACT - MDU

The motion to approve the attached agreement (Gas Service Extension Agreement) – from Montana-Dakota Utility (MDU); and authorize the Mayor and Finance Director to sign the agreement was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

AIRLINE LEASES

The motion to approve the Airline Lease Template; 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.; authorize staff to use the lease template to negotiate terms with new airline entrants to the Minot market; and authorize the Mayor, Finance Director, and Airport Director to execute leases and sign applicable documents with the airlines and their ground handling operators 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.

ALCOHOL ORDINANCE - SECOND READING

The motion to approve the ordinance on second reading was initiated by City Council Member Blessum and seconded by City Council Member Fuller.

The motion to amend the definition of ‘supper club’ in Sec. 5-1(11) to require demonstration that gross sales of food are at least sixty percent of the gross sales of food and alcoholic beverages consumed on the licensed premises and amend Sec. 5 12(b)(4)(b)(i) (Supper Club license) so that it reflects the amended 60% food sales requirement contained in the definition of a “Supper Club” in Minot City Ordinance Sec. 5 1(11) was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

The motion to amend the appeal decision timeframe from (72) seventy-two hours to (4) four business days was initiated by City Council Member Olson, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

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

AUTHORIZE SUBMISSION OF SECTION 5339 GRANT - REFURB TRANSIT BUS

The motion to authorize staff to apply for a Section 5339 grant for purchasing a refurbished transit bus; and if awarded, authorize the Mayor and staff to sign applicable documentation to accept the grant award was initiated by City Council Member Fuller, seconded by City Council Member Hayes and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

PURCHASE OF PPE FOR THE FIRE DEPARTMENT

The motion to approve the purchase of Fire Department bunker gear through the sole source procurement process was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BUDGET AMENDMENT - PUBLIC WORKS COMPLEX ROOF REPAIRS

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

BUDGET AMENDMENT - COMPACT LOADER DISPOSITION & TRADE-IN

The motion to approve the disposition through a trade-in program capitalizing on the equity that is available for the equipment; approve the budget amendment allowing staff to move forward with the trade-in on first reading; and authorize the Mayor to sign was initiated by City Council Member Fuller, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BUDGET AMENDMENT - NAWS BIOTA PLANT CAPITAL PURCHASES

The motion to approve a budget amendment in the amount of \$350,000 to allocate funding for equipment purchases for the NAWS Biota Plant was initiated by City Council Member Olson, seconded by City Council Member Samuelson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BUDGET AMENDMENT - WASTE/RECYCLING AUTOMATED TRUCK TECHNOLOGY

The motion to approve switching service providers for this technology from Fleetmind to Routeware; authorize the Mayor and Finance Director to sign documents on behalf of the city; and approve a budget amendment on first reading was initiated by City Council Member Fuller, seconded by City Council Member Hayes and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

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

The motion to award the bid for the Lead Service Identification Project to Dig It Up Backhoe Service, Inc for the lowest bid of \$1,203,580; authorize the Mayor to sign contract documents on behalf of the City; and approve the budget amendment on first reading 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.

BUDGET AMENDMENT - PUBLIC WORKS OUTREACH GRANT APPROVAL

The motion to accept the \$500 grant from the ND Chapter of APWA and approve the budget amendment on first reading was initiated by City Council Member Samuelson, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

BUDGET AMENDMENT & FLEET REPLACEMENT APPROVAL FOR (2) LOADERS

The motion to approve the budget amendment and allow staff to begin procurement actions on first reading; authorize the selection of Butler for the loader units; authorize the Mayor to sign any documents; and authorize the disposal of unit 722 and 525 via auction was initiated by City Council Member Olson, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner, Scott Samuelson; nays: None.

MAYORAL APPOINTMENT

The motion to confirm Lisa Olson to replace Mark Lyman on the Library Board with a term to expire June 2029 was initiated by City Council Member Pitner, seconded by City Council Member Hayes and carried by the following roll call vote: ayes: Mike Blessum, Mike Hayes, Mark Jantzer, Lisa Olson, Paul Pitner; nays: Rob Fuller, Scott Samuelson.

PERSONAL APPEARANCES

Maria Romanick spoke to the City Council about the existing employee benefits. Sharan Gadai brought to attention issues with the ongoing construction surrounding Highlander Plaza that has caused his dine-in restaurant. Billi Gunderson discussed ADA requirements.

The motion to add one minute to Billi Gunderson's personal appearance time 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.

Josiah Roise talked about election integrity and economic destruction.

MISCELLANEOUS AND DISCUSSION ITEMS

Alderman Pitner attended the auction on the Retail Liquor, Beer, and Wine license, which sold for \$140,000.00.

COMMUNITY CONTRIBUTIONS PRESENTATIONS

Community Contributions presentations were held by the following entities:

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

MINOT PUBLIC LIBRARY ANNUAL REPORT

Josh Pikka, the Library Director, presented the Library annual report.

ADJOURNMENT

The motion to adjourn the meeting at 7:33 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:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor

ORDINANCE NO. 6204

AN ORDINANCE REZONING LOT 2 ALMY 3RD ADDITION TO THE CITY OF MINOT FROM “R1” SINGLE FAMILY 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: June 1, 2026

PASSED SECOND READING: June 5, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President

ORDINANCE NO. 6205

AN ORDINANCE REZONING LOT 2 POST ONE PROPERTIES 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 PROPERTIES 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: June 1, 2026

PASSED SECOND READING: June 15, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President

ORDINANCE NO: 6208

**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: June 1, 2026

PASSED SECOND READING: June 15, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6209

**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: June 1, 2029

PASSED SECOND READING: June 15, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6210

**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: June 1, 2026

PASSED SECOND READING: June 15, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6211

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: June 1, 2026

PASSED SECOND READING: June 15, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6212

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: June 1, 2026

PASSED SECOND READING: June 15, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6213

**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: June 1, 2026

PASSED SECOND READING: June 15, 2026

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk

ORDINANCE NO: 6214

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: June 1, 2026

PASSED SECOND READING: June 15, 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 15, 2026

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

- 1. Magic City Equality to conduct bingo on June 7, 2026, at the Spot (6 2nd St NE).**
- 2. EverJoy Music LLC (Children's Music Academy Minot) to conduct a raffle on June 3, 2026, at Corbett Field (1124 Burdick Exwy E).**
- 3. MCDC Booster Club to conduct a raffle on May 30, 2026, at the Ann Nicole Nelson Hall (500 University Ave W).**
- 4. Nine Special Event Permits for the Spot (6 2nd St NE).**
- 5. Three Special Event Permits for Army's 2.0 (12 3rd St SE).**
- 6. Special Event Permit for The "O"riginal (720 N Broadway).**
- 7. Six Special Event Permits for the Blue Rider (118 1st Ave SE).**
- 8. Four Special Event Permits for Minot State University (500 University Ave W).**
- 9. Special Event Permit for Bones BBQ (437 N Broadway).**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

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

1. The payment by the applicant of a nonrefundable fee of twenty-five dollars

(\$25.00).

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

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

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

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

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

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

Project Costs

N/A

Project Funding
N/A

VI. ALTERNATIVES

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



TO: Mayor and Members of the City Council

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

DATE: June 15, 2026

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve the following alcohol licenses:

- **Silk Road Bar and Grill, LLC dba the Silk Road Bar and Grill (1412 2nd Ave SW) for a Supper Club license from June 15, 2026, to December 31, 2026.**
- **Army's 2.0, LLC dba Off the Vine (15 S Main St) for a Supper Club license from June 15, 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: Jennifer Eckman, Airport Director

DATE: June 15, 2026

**SUBJECT: AIRPORT TERMINAL FIRE ALARM MONITORING - ELECTRO
WATCHMAN**

I. RECOMMENDED ACTION

It is recommended City Council approve the annual support agreement with Electro Watchman Inc. for the Airport's commercial terminal building fire alarm monitoring system; and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot International Airport (MOT) currently uses NewVision Security, LLC, for fire alarm monitoring for the commercial terminal building. In fiscal year 2025, MOT went out for bids to consolidate monitoring of three fire alarm panels (commercial terminal, General Aviation (GA) terminal, and Snow Removal Equipment (SRE) buildings). The intent was to have all three buildings monitored by the same company to streamline inspection and billing processes. Electro Watchman submitted the lowest responsible bid. At that time, the commercial terminal was undergoing installation of a new fire panel system installed by Main electric and NewVision Security. MOT opted to stay with NewVision for the initial year to ensure any potential problems would be quickly resolved.

B. Proposed Project

Transfer commercial terminal fire panel monitoring from NewVision Security, LLC., to Electro Watchman Inc.

C. Recommendation Detail

Transfer fire alarm monitoring of the commercial terminal building from NewVision Security, LLC., to Electro Watchman Inc. to consolidate the contract under one service provider, providing efficiencies.

IV. IMPACT

A. Service/Delivery Impact:

Consolidating the fire alarm monitoring for the commercial terminal, GA terminal, and SRE buildings under Electro Watchman will streamline the service inspection and billing processes by reducing paperwork and time spent managing the various service provider contracts.

B. Fiscal Impact

Transitioning fire alarm monitoring over to Electro Watchman Inc. would result in a minor decrease in monthly expenses for the services. These services are included in the approved budget for 2026.

Proposals Received

NewVision	\$38.15/month
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Electro Watchman	\$34.95/month
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Great Plains Security System	\$45/month
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VI. ALTERNATIVES

Alt 1. City Council could elect not to implement the requested change. This would keep current operations the same without reaping the slight reduction in cost and streamlining the billing process.



**ELECTRO
WATCHMAN, INC.**
FIRE & SECURITY SYSTEMS • SINCE 1921

4715 19th ST SE, Mandan, ND 58554

T. 701-226-5633 F. 701-258-9607

Q U O T E

DQHYQ1479

Created: 05/04/26

Expires: 06/03/26

Prepared For:

Minot Airport Main Terminal
305 Airport Rd
Minot ND 58703

Michael Rafala

michael.rafala@minotnd.gov

Prepared By:

Dave Malarkey

Branch Manager

701-226-5633

dmalarkey@electrowatchman.com

Project Scope:

Electro Watchman Inc. (EWI) will monitor the existing fire alarm panel.

New Vision Security will need to reprogram the system to call out to Electro Watchman and provide a device list. That cost is not included in this quote.

Qty	Description	Unit Price	Ext. Price
	FIRE ALARM MONITORING OVER PHONE LINES	\$29.95	Monthly
	ALARM SYSTEM LONG DISTANCE DAILY TEST SIGNAL REPORTING	\$5.00	Monthly

Additional Notes:

A one-year warranty applies to Electro Watchman installed equipment and workmanship. No warranty on existing cables or equipment installed by others.

Recurring monitoring and service rates are billed annually for a minimum three-year term.

Subject to AHJ approval and acceptance.

Credit Card charge will add 3% to total sale.

Taxes may apply.

Please contact me if I can be of further assistance.

**Recurring Amounts:
\$34.95 Per Month Billed Monthly**

Grand Total	\$0.00
Deposit Required	\$0.00

From: [Michael Rafala](#)
To: [Maria Romanick](#)
Subject: FW: FW: Fire Monitoring Quote for Minot Airport
Date: Thursday, May 14, 2026 1:08:58 PM

Michael S. Rafala
Minot International Airport
Facility Foreman
Phone: 701-818-7888

From: Great Plains Security Systems <gpssnd@gmail.com>
Sent: Thursday, May 14, 2026 11:39 AM
To: Michael Rafala <michael.rafala@minotnd.gov>
Subject: Re: FW: Fire Monitoring Quote for Minot Airport

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.

Our fire monitoring rate is \$45 per month, billed annually at \$540. The dual-path cellular commercial fire communicator we use would be \$395, and the service call to install it would be \$125 per hour including travel (we are located in Bismarck, so likely about 4 hours). To be able to monitor the system, however, we would need to have those last terminals on the panel open.

-Andy

On Thu, May 14, 2026 at 11:33 AM Michael Rafala <michael.rafala@minotnd.gov> wrote:

Andy,

I was hoping to get a quote of what you charge monthly for your services? Thank you.

Michael S. Rafala
Minot International Airport
Facility Foreman
Phone: 701-818-7888

From: Great Plains Security Systems <gpssnd@gmail.com>
Sent: Thursday, May 14, 2026 11:28 AM
To: Michael Rafala <michael.rafala@minotnd.gov>



NewVision Security, LLC
 3320 Hamilton St
 Unit 5
 Bismarck, ND 58503
 (701) 222-8888

Date	Invoice
01/01/2026	28944
Account	
Minot Airport	

Bill To:
Minot Airport Attn: Matt Ruhland 305 Airport Rd Minot, ND 58703 United States

Ship To
Minot Airport 305 Airport Rd Minot, ND 58703 United States

Terms	Due Date	PO Number	Reference	
Net 15	01/16/2026		Annual Billing for 2026	

Products & Other Charges	Quantity	Amount
Fire Alarm Monitoring: Minot Airport, Fire Alarm, Monitoring		
Fire Alarm Monitoring	1.00	\$457.80
Total Products & Other Charges:		\$457.80
Make checks payable to NewVision Security. If you would like to pay your invoice online, please go to https://newvisionnd.connectboosterportal.com/paynow . (In the online payment portal- enter only the invoice number, no spaces, special characters, or INV-. Example: 12345)	Invoice Subtotal:	\$457.80
	Bismarck ND:	\$0.00
	Invoice Total:	\$457.80
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$457.80

All credit card payments will be charged a 3% processing fee.
 Interest of 1.5% per month will be applied to all balances that exceed 15 days past due.



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 15, 2026

SUBJECT: MINOT AIRPORT HVAC MECHANICAL SYSTEMS PREVENTATIVE MAINTENANCE AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the Services Agreement with H.A.Thompson and Sons, and authorize the Mayor and Finance Director to sign the associated documents.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In March of this year, the Airport's HVAC preventative maintenance plan with Mowbray and Son, Inc. Mechanical Contractors expired. Mowbray and Son had been contracted for the Airport's preventative maintenance since the new terminal building opened in 2016. The Airport solicited for quotes to ensure that services were being provided at a competitive rate in March of 2026. The quotes were brought to City Council on March 16, 2026. The City Council directed staff to get new quotes to allow all companies to include a base bid with two additional one year options.

B. Proposed Project

On May 26, 2026, the solicitation for quotes for HVAC preventative maintenance services closed. The Airport received two proposals: Mowbray and Son and H.A. Thompson and Sons.

- Mowbray's proposal is a comprehensive PM check that will be performed quarterly for a total annual cost of \$21,705.00, with two additional option years (Year 2: \$22,380.00; Year 3: \$23,054.00) for an overall total of \$67,138.99
- H.A. Thompson's proposed a comprehensive PM check that will be performed semi-annually for a total cost of \$16,680.00, with two

additional option years (Year 2: \$17,514; Year 3: \$18,390) for an overall total of \$52,584.00.

C. Recommendation Detail

City staff review of the service agreements and the details included in the quotes showed that although H.A. Thompson's proposal was a lower amount annually, Mowbray and Son have submitted a more comprehensive proposal, providing quarterly preventative maintenance services of the terminal building's HVAC system.

A list of some additional items to consider:

- Inspections: Mowbray would conduct four inspections per year compared to H.A. Thompson's two visits.
- Security: Mowbray's personnel have current security badges and are intimately familiar with the facility and the security procedures required while working in the Airport. H.A. Thompson's personnel would require vetting as well as security and building familiarity training prior to performing any maintenance actions.

IV. IMPACT

A. Service/Delivery Impact:

The Airport will benefit from a quality HVAC preventative maintenance program to ensure health and safety is maintained for the traveling public and those working within the terminal building and to allow the system to run optimally.

B. Fiscal Impact

The HVAC mechanical systems contract was budgeted and the funds are included within the 2026 budget.

Project Costs

Annual HVAC PM (Base Year)	\$16,680
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Project Funding

44322 - HVAC Repair and Maintenance	\$16,680
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VI. ALTERNATIVES

1. City Council could elect to not engage in a contract altogether, forcing the City staff to conduct the work that is typically provided by certified professional technicians. This would result in reduced or no preventative maintenance of the critical HVAC building systems, causing catastrophic system failures.

2. City Council could elect to award the quote to Mowbray & Sons, Inc at a higher dollar amount. Resulting in technicians on site who hold current security credentials and have a more intimate knowledge of the building's operations.

TABULATION OF QUOTE/BID				H.A. Thompson and Son		Mowbray & Sons, Inc.	
Terminal HVAC Preventative Maintenance Contract				911 S. 9th St		PO Box 878	
Minot International Airport				Bismarck, ND 58504		Minot, ND 58702	
Quote/Bid Date: Tuesday, May 26, 2026 11:00 am				\$ 52,584.00		\$ 67,138.99	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Annual HVAC PM Contact (Base Year)	1	1	\$ 16,680.00	\$ 16,680.00	\$ 21,705.00	\$ 21,705.00
2	Optinal Renewal (Year 2)	1	1	\$ 17,514.00	\$ 17,514.00	\$ 22,380.00	\$ 22,380.00
3	Optinal Renewal (Year 3)	1	1	\$ 18,390.00	\$ 18,390.00	\$ 23,053.99	\$ 23,053.99
TOTAL BID PRICE				\$ 52,584.00		\$ 67,138.99	



SERVICES AGREEMENT

City of Minot, ND and H.A Thompson and Son

This Services Agreement ("Agreement") is entered into on this 15th day of June, 2026, by and between the City of Minot, ND, a municipal corporation, whose principal address is 10 3rd Ave. SW, PO Box 5006, Minot, ND 58702-5006 ("City") and H.A Thompson and Son, a Mechanical Contractor, whose mailing address is 911 S. 9th St, Bismarck, ND 58504 ("Provider"), sometimes referred to individually herein as "Party" and collectively as "Parties."

WHEREAS, City is seeking services ("Services") for comprehensive annual heating, ventilation and air conditioning (HVAC) preventative maintenance for the commercial terminal building located on Airport Property at 305 Airport Road, Minot, ND 58703 ("Property"); and

WHEREAS, A Request for Quotes ("RFQ") was published on May 26, 2026 (date) and H.A. Thompson and Son (Provider) submitted a timely bid which was received by the City Clerk on May 22, 2026 (date); and

WHEREAS, On June 15, 2026 (date), the Minot City Council accepted a quote submitted by the Provider for HVAC Services; and

NOW, THEREFORE, City and Provider, do mutually agree as follows:

1. **Term.** This Agreement shall commence July 1, 2026 and shall remain in full force and effect until July 1, 2027, unless terminated earlier as provided herein. The City shall have the option to renew this Agreement for up to two (2) additional twelve-month periods upon the same terms and conditions, except pricing which shall be identified in writing within the submitted quote.
2. **Exhibits.** The following exhibits are included and incorporated as if full set forth herein:
 - a. **Exhibit A:** Scope of Services
 - b. **Exhibit B:** Bid Sheet
 - c. **Exhibit C:** Federal Regulations

- d. **Exhibit D:** Insurance Requirements
 - e. **Exhibit E:** Other Applicable Terms and Conditions
3. City's Responsibilities. City agrees to:
- a. Provide reasonable access to the property for the Provider to conduct the scope of services described in Exhibit A.
4. Provider's Responsibilities. Provider agrees to comply with and provide the services described in the following Exhibits:
- a. **Exhibit A:** Scope of Services
 - b. **Exhibit B:** Quote Sheet
 - c. **Exhibit C:** Federal Requirements
 - d. **Exhibit D:** Insurance Requirements
 - e. **Exhibit E:** Other Applicable Terms and Conditions
5. Additional Requirements. In addition to the items listed in Exhibit A, Provider will be responsible for the following:
- A. Complying with all applicable airport regulations including Airport access control and security badge training for all personnel pending successful background check results. All costs associated with the badging process will be the responsibility of the Provider.
 - B. Safety and Security Training. Provider, and any employees/helpers anticipated to work under this Agreement, agrees to schedule a meeting with Airport Administration to review airport safety and security prior to commencing operations on the Property. This requirement extends to any Renewal Option Term provided herein.
 - C. Access to the Property.
 - a. Upon successful completion of Safety and Security Training, keys and/or badges will be provided to Provider to access the airport property. Keys and/or badges must be returned to the Airport Security Coordinator upon conclusion of this Agreement or when requested by the Airport Director or designee.
 - b. Provider shall obtain access to the Property only through access points authorized by the Airport Security Coordinator and must abide by all security regulations pertaining to the safe and secure operation of the Airport.

- c. All gates and doors must remain securely locked at all times unless Provider is entering or exiting the area.
 - d. Provider shall only access the Property during the duration of the contract term for the purpose of contract terms. Provider is not permitted under this Agreement to access the Property for any other purpose without first securing written permission from the Airport Operations Manager.
6. Insurance. Provider must maintain insurance, for itself and any approved subcontractors, through companies authorized to offer insurance coverage in North Dakota, as set forth in the attached **Exhibit D**, and shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement.
7. Indemnification and Limitation of Liability. Provider agrees to indemnify and hold harmless 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 Provider, its officers and/or employees arising from fault in acts or omissions of Provider, or arising from Provider'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 Provider. This obligation shall continue after termination of this Agreement.
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:

Provider:
H.A. Thompson and Son
911 S. 9th St

Bismarck, ND 58504
Matthew Hills
mhills@hatandsons.com

City of Minot:
City of Minot
Attn: Airport Director
PO Box 5006

Minot, ND 58702-5006
Airport@minotnd.gov

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. Notice given by email shall be deemed to have been given upon delivery to the other Party. 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 Provider may terminate this Agreement with thirty (30) calendar days' written notice to the other Party of the terminating Party's intent to terminate before the 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 effective upon delivery of written notice to Provider, or any later date stated in the notice:
 1. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
 2. If Provider fails to perform any of the other provisions of this Agreement or fails to diligently perform the work in a manner that reasonably ensures completion of this Agreement in accordance with its terms; or
 3. Specifically, if Provider uses the Airport premises for purposes other than specified in **Exhibit A**
 4. Notice Requirement. The City shall provide written termination notice to Provider identifying (i) the Services the City alleges Provider has failed to provide and/or, (ii) the other provisions of this Agreement the City allege Provider has failed to perform. Termination pursuant to this Paragraph 9(c) shall only be effective if Provider fails to cure the

deficiencies identified in the City's notice within fifteen (15) calendar days of Provider's receipt of the City's written notice.

- d. Termination in the Public Interest or Loss of Authority. If the City otherwise loses legal authority to perform its obligations, the City may terminate this Agreement upon written notice to Provider, without penalty or further obligation. Such termination shall be effective on the date specified in the notice, and the Provider shall pay the City for Services properly rendered up to the effective date of termination.
 - e. Pro-rata Compensation. In the event of termination, Provider shall be entitled to be paid for all professional fees, all work completed, and costs incurred through the date of cessation of legal representation, including without limitation, proration of costs and expenses to the date of such cessation.
10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, open records, and civil rights. Provider's failure to comply with this section and **Exhibit C** may be deemed a material breach by Provider entitling the City to terminate for cause in accordance with Section 9c of this Agreement.
11. 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.
12. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.
13. Authority to Execute. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the Party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each Party, its successors and assigns in accordance with its terms.

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PROVIDER

CITY OF MINOT, NORTH DAKOTA

Matthew Hills

Name: _____

Date: 6/4/2026_____

Mark Jantzer, Mayor

Date: _____

David Lakefield, Finance Director

Date: _____

Mikayla McWilliams, City Clerk

Date: _____

Exhibit A

Scope of Services

Detailed checklist of tasks (e.g., cleaning (coils/motors/flame sensors), lubricating, voltage/amperage checks, pressure checks, calibration, efficiency testing, boiler filters, check WYE strainers, etc.)

Work shall include, but is not limited to, the following (Bidder to indicate frequency):

Testing

1. Evaluate equipment for excessive vibration
2. Verify refrigerant charge levels
3. Measure fan RPM
4. Analyze refrigerant oil condition (including acid content)
5. Test water quality and condition
6. Perform flue gas analysis
7. Verify operation of safety controls
8. Assess combustion efficiency and draft
9. Inspect crankcase heaters
10. Evaluate control system(s) functionality

Inspection

1. Inspect for worn, failed, or questionable components
2. Check equipment mountings and supports
3. Inspect drive couplings and alignment condition
4. Verify proper oil levels
5. Confirm correct rotation of equipment
6. Inspect for soot accumulation
7. Evaluate flame composition and shape
8. Inspect pilot and igniter assemblies
9. Check for steam, water, oil, and/or refrigerant leaks

Cleaning

1. Clean coil surfaces
2. Clean fan impellers and blades
3. Clean electrical contacts
4. Clean burner orifices, passages, and nozzles

5. Clean pilot and igniter components
6. Clean chiller, condenser, and boiler tubes

Alignment

1. Align belt drives
2. Align drive couplings
3. Straighten and align air fins

Calibration

1. Calibrate safety controls
2. Calibrate temperature and pressure controls

Tightening

1. Tighten electrical connections
2. Tighten mounting bolts
3. Secure pipe clamps
4. Tighten refrigerant piping fittings
5. Tighten damper sections

Adjustment

1. Adjust belt tension
2. Adjust refrigerant charge and superheat
3. Adjust fan RPM
4. Adjust water chemical feed systems and feed rates
5. Adjust burner fuel-to-air ratios
6. Adjust gas pressure
7. Set control points and operational limits
8. Adjust compressor cylinder unloaders
9. Adjust damper closure and operation
10. Adjust sump floats

Lubrication

1. Lubricate motors
2. Lubricate fan and damper bearings
3. Lubricate valve stems
4. Lubricate damper and fan vane linkages

Service Frequency

An annual contract that breaks down the year with monthly, quarterly, and semiannual specific tasks and associated costs.

Clear delineation of what is covered (labor/parts) and what is not.

Documentation

Written reports provided to Facility Foreman after every visit describing what was inspected/repaired/serviced.

Special Conditions

Maintenance technicians must follow all security procedures, including but not limited to obtaining ID media at the successful proposer's expense to gain access to the secured areas requiring maintenance.

Exceptions

HVAC system filters will not be included in contract. Airport personnel will perform filter changes annually and quarterly as required.

Term Length

One comprehensive twelve (12) month annual HVAC PM contract, with the option of two (2) additional one (1)-year extensions for the Minot International Airport, providing a total service contract for up to three (3) years.

EXHIBIT B

CITY OF MINOT REQUEST FOR QUOTE Comprehensive HVAC PM Contract for Minot International Airport May 2026

The City of Minot is a municipal government and is tax exempt. Proposals shall not include sales tax or other applicable taxes. The tax-exempt number is E4351.

Base Quote for One (1) Annual HVAC PM Contract	\$ <u>16,680</u>
Year 2 (Optional Renewal)	\$ <u>17,514</u>
Year 3 (Optional Renewal)	\$ <u>18,390</u>

In submitting this quote, it is understood that a contract will be awarded on the basis of lowest and best quote, for the total cost to provide one (1) comprehensive annual HVAC PM contract, with up to two (2) one (1)-year option extensions for the Minot International Airport, providing a total service contract for up to three (3) years. The right to reject any and all quotes is reserved by the owner, and it is agreed that this quote may be withdrawn 60 days after actual date of submission. Invoicing is to be provided within 30 days of completed preventative maintenance. Payment will be made within 30 days of receipt of invoice. The proposer hereby certifies: a) that this quote is genuine and is made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation: b) that he/she has not directly or indirectly induced or solicited other proposers to put in false or sham quote; c) that he/she has not solicited or induced any person, firm or corporation to refrain from proposing; and d) that he/she has not sought by collusion or otherwise to obtain for himself/herself any advantage over any other proposer or over the owner.

Matthew Hills

Signature

Matthew Hills

Print Name

H.A. Thompson & Sons

Company Name

911 S. 9th St, Bismarck, ND 58504(we have a shop and team of techs in Minot)

Address

701-223-3393

Phone Number

5/15/2026

Date

Exhibit C Federal Requirements

CIVIL RIGHTS PROVISION

Supplier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Supplier and sub-tier suppliers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Supplier (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Supplier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Supplier of the Supplier's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be

pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Supplier's noncompliance with the Nondiscrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Supplier will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Supplier may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its

compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TITLE V LIST OF PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit D
Insurance Requirements

1. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of:
 - a. \$2,000,000 per occurrence/general aggregate
 - b. \$2,000,000 per products-completed operations
 - c. \$1,000,000 personal and advertising injury
 - d. \$50,000 fire damage
 - e. \$5,000 medical expenses
 - f. Contractual liability included
2. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum combined single limit of \$2,000,000 per occurrence.
3. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Agreement. For the purposes of this Agreement, the only state of operation is North Dakota.
 - a. If not required by law to maintain workers' compensation insurance, Provider must provide a notarized statement that if he or she is injured, he or she will not hold the City responsible for any payment or compensation.
4. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. Provider must continually maintain such coverage during the term of this Agreement and any renewal periods, and for three (3) years thereafter.
5. The insurance coverage listed above must meet the following additional requirements:
 - a. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of Provider. The amount of any deductible or self-retention is subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such

self-insured retentions, or Provider or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the City.
- c. The duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in the Agreement.
- d. The City shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of Provider.
- e. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the City.
- f. Provider shall furnish a certificate of insurance to the City within five (5) business days of such request and must be received and accepted by the City prior to Agreement execution and/or before any work begins.
- g. Failure to provide insurance as required in this Agreement is a material breach of the Agreement, entitling the City to terminate this Agreement immediately.
- h. Provider shall provide sixty (60) calendar days' notice of any cancellation or material change to the policies or endorsements. Provider shall provide on an ongoing basis a certificate of insurance during the term of the Agreement. A renewal certificate will be provided ten (10) calendar days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) calendar days in the event of any change in policy.

Exhibit E
Other Applicable Terms and Conditions

1. Authority to Contract. No part of this Agreement shall be construed to grant to Provider 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 of the 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, Modification 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. They 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. Independent Contractor. It is further understood and agreed by the Parties that the attorney/client relationship, including all attorney/client communications, is hereby created by and between Provider and the City. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
10. Subcontracting or Assignment. Provider shall not contract with other person(s) or entity/entities to perform, in whole or part, services required under this Agreement without the written approval of the City except as otherwise provided herein. No services to be provided under this Agreement shall be transferred, assigned or subcontracted without the prior written approval of the City.



TO: Mayor and Members of the City Council

FROM: Jason Sorenson, Public Works Utilities Director

DATE: June 15, 2026

SUBJECT: RECYCLING PROCESSOR SELECTION RFP (4199.1)

I. RECOMMENDED ACTION

It is recommended City Council approve the proposal from Recycling Center of ND, select them as our recycling processor, and authorize the Mayor to sign contract documents on behalf of the city.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot began its recycling program in July 2023. As part of that implementation, the city solicited proposals for processors and hauling. In 2023, the city selected Dem-Con Materials Recovery, LLC in Shakopee, MN to process the materials we delivered to their facility. That was a three-year contract that expires in July 2026.

B. Proposed Project

On April 21, 2026, the city received proposals for processing recycling materials. Processors submitted qualifications packages to include how long they have been operating, end markets for their products, accepted materials, processing fee and rebate. We received proposals from Dem-Con and Recycling Center of ND.

Dem-Con is a third generation company that has been processing our materials for the past three years. They are a known quantity to the City of Minot and have done an excellent job processing and marketing our materials. Dem-Con's proposed rates for the next three years is a processing fee of \$90/ton and a rebate of 80% of the average commodity rebate (ACR). Recycling Center of ND is relatively new to the materials recovery industry, starting a manual sorting facility in 2017. In 2023, ND Recycling didn't have the capacity to accept our materials and has since then added automation to increase their throughput. They proposed a processing fee of \$85 and a rebate of 70% of the ACR.

The City of Minot owns the compactor trailers, but currently hires a third party to haul the trailers to Shakopee, MN. With the significant reduction in haul distance, staff has analyzed the possibility of self-performing the hauling. The current third party hauler will charge \$900 plus fuel per trip for a yearly cost of about \$76,700 based on 65 loads per year. Staff has determined, with the purchase of a truck and utilizing existing staff, the hauling could be self-performed for about \$46,750 per year for an annual savings of about \$30,000. The purchase of the air curtain burner at the landfill has allowed the landfill to forego a tree grinding project which was budgeted at about \$80,000. Staff will see what is in the market for a used truck and reallocate those funds to purchase a truck and perform this in house.

C. Recommendation Detail

Both companies appear to have the capacity and ability to process materials for the City of Minot. Dem-Con has more to offer in the form of their educational materials available to the City and the City would yield more revenue on the materials we send. However, the round trip to Jamestown and back is about 340 miles compared to over 1,000 to go to Shakopee and back. While rebates will be lower, the cost of transport decreases substantially, saving the program considerable costs.

IV. IMPACT

A. Service/Delivery Impact:

The recycling program needs a processor and being able to utilize one that is much closer to Minot reduces overall costs for the program.

B. Fiscal Impact

Project Costs

Costs to process recycling at 1,100 tons/year	\$93,500
Expected rebate at current market rate (\$120/ton)	\$92,400

At current market rate the processing and rebate nearly break even, but the recycling markets are cyclical and hard to predict.

Project Funding

Funding for processing and transport is accounted for in the 2026 budget

VI. ALTERNATIVES

Council could elect to continue using Dem-Con, however this option comes at a higher cost for transporting materials.



TO: Mayor and Members of the City Council

FROM: Shawn Wegner, Lieutenant of Patrol

DATE: June 15, 2026

SUBJECT: INDOOR RANGE USE AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the Usage Agreement between the Minot Police Department and the Minot Rifle and Pistol Club for firearms training activities;**
- 2. Authorize the Chief of Police to sign all necessary documents related to the agreement; and**
- 3. Authorize the Minot Police Department to schedule and utilize the range facilities in accordance with the approved agreement and budgeted training funds.**

II. DEPARTMENT CONTACT PERSONS

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

Shawn Wegner, Lieutenant of Patrol, 701-857-9800

III. DESCRIPTION

A. Background

The Minot Police Department conducts ongoing firearms qualification and proficiency training to ensure officers maintain required certification standards, operational readiness, and public safety competencies. Regular firearms training is mandated for law enforcement personnel and is critical to maintaining officer preparedness and reducing liability exposure for the City.

The Minot Rifle and Pistol Club has offered use of its indoor and outdoor firing range facilities for firearms training activities, contingent upon scheduling availability and compliance with the terms outlined in the usage agreement.

Use of the indoor range provides the Police Department with access to a climate-controlled training environment that allows officers to safely and

effectively train during periods of extreme North Dakota weather conditions, including winter months with sub-zero temperatures, high winds, and hazardous outdoor conditions. This ensures continuity of training schedules throughout the year and supports officer wellness and operational effectiveness.

The Minot Police Department will still maintain and utilize the Ward County Law Enforcement Training Range as its primary firearms training facility. This agreement will be in place to allow an indoor option for department training during winter months when weather is unfeasible for outdoor events.

B. Proposed Project

The proposed project is the approval of a usage agreement between the Minot Police Department and the Minot Rifle and Pistol Club for firearms training activities.

Under the agreement, the Police Department would utilize the Club's indoor and/or outdoor range facilities for officer firearms qualifications, remedial firearms instruction, and tactical proficiency training sessions involving approximately 4–15 officers per session.

The goals and objectives of the project are to:

- Maintain compliance with law enforcement firearms training standards and qualifications.
- Provide officers with consistent access to safe and controlled training facilities.
- Improve officer readiness, firearms proficiency, and public safety outcomes.
- Ensure year-round training capability regardless of weather conditions.
- Reduce operational interruptions caused by harsh winter weather and unsafe outdoor training conditions.

The agreement also establishes safety expectations, liability responsibilities, approved calibers and ammunition restrictions, facility usage requirements, and cost structures for use of the range.

C. Recommendation Detail

The Police Department evaluated available training options and determined that the Minot Rifle and Pistol Club provides a cost-effective and operationally practical facility for required firearms training. The Club's established indoor and outdoor ranges offer appropriate safety controls, scheduling flexibility, and proximity to the City of Minot.

The proposed agreement was reviewed to ensure compliance with City operational requirements, liability considerations, and officer training standards. The agreement outlines responsibilities for both parties, including supervision

requirements, damage responsibilities, insurance acknowledgements, and range usage limitations.

The range usage fees are established at \$45 per hour with a minimum three-hour reservation requirement and a maximum daily cost of \$300 for groups of 1–16 participants.

Timely approval is requested to allow the Police Department to reserve training dates and ensure uninterrupted firearms qualification scheduling.

IV. IMPACT

A. Service/Delivery Impact:

Approval of this agreement will enhance the Minot Police Department's ability to provide consistent, safe, and professional firearms training for sworn personnel. Access to an indoor, climate-controlled range improves training continuity during severe winter weather and reduces disruptions caused by outdoor environmental conditions.

The agreement supports officer preparedness, improves firearms proficiency, and contributes to safer law enforcement operations and improved public safety outcomes for the community.

Additionally, utilizing an established local facility minimizes travel time and operational downtime while providing officers with a reliable and professionally managed training environment.

B. Fiscal Impact

The project will be funded through the Police Department's approved training and professional development budget.

Training costs are variable based on scheduling frequency and duration of use. The fee structure established by the Minot Rifle and Pistol Club is considered reasonable and cost-effective.

Project Costs

1. Range usage fees:
 - \$45 per hour
 - Minimum reservation of 3 hours per session
 - Maximum daily cost of \$300 for 1–16 participants
2. Additional potential costs:
 - Ammunition and training supplies
 - Target materials

- Minor administrative or scheduling expenses

Project Funding

1. Police Department Training Budget

The anticipated expenditures are included within the department's operating budget.

VI. ALTERNATIVES

Alternative 1 – Utilize Outdoor Training Facilities Only

The City could continue conducting firearms training exclusively at Ward County Law Enforcement Training Center's outdoor facilities. While this option may reduce some indoor facility costs, it would significantly limit training opportunities during winter months and adverse weather conditions. Training schedules could be delayed or canceled due to unsafe environmental conditions, potentially impacting officer qualification timelines and readiness.

Alternative 2 – Utilize Alternative Regional Indoor Facilities

The City could seek other indoor firearms training facilities outside the Minot area. However, this would likely increase travel time, scheduling complexity, overtime costs, and operational disruptions while providing limited additional benefit compared to the proposed agreement.

Alternative 3 – Do Not Approve the Agreement

If the agreement is not approved, the Police Department may experience reduced access to year-round firearms training. This could negatively impact officer proficiency, qualification scheduling, and overall training consistency, particularly during periods of extreme winter weather.

MINOT RIFLE AND PISTOL CLUB USAGE REQUEST / AGREEMENT

Organization: City of Minot, ND

Address: PO Box 5006

City, State, Zip: Minot, ND 58702-5006

Date and times of requested use during the 2026 calendar year will be granted upon no other events scheduled on the requested dates.

Activity or purpose of request: Firearms training

Number of people participating in each event (Participants): Approximately 4 - 15 per session.

The Executive Committee of the MINOT RIFLE AND PISTOL CLUB (Association) will consider this request and may grant the use of their indoor and/or outdoor facility to your organization for the above stated purpose on the approved dates. The (3) main concerns, in order of importance, are:

- 1) Will the above activities be conducted safely, and
- 2) Do the above activities coincide with the educational emphasis of the Association, and
- 3) Can the above activities take place without damage to the indoor and/or outdoor range facility.

Additional Terms of this Agreement:

1. The Association maintains limited insurance coverage on its facility and its members which DOES NOT cover the User. The user, the **City of Minot**, has liability coverage under N.D.C.C. Ch 32-12.2 in the maximum amounts of \$250,000 per person and \$1,000,000 per occurrence.

2. The User SHALL appoint an individual responsible for the safe use of the facilities by all the Participants. This individual will, prior to usage, observe the facility and judge it safe for their intended use. In addition, this individual must assess the skill levels of the Participants and assure the Association that all bullets will be fired into bullet trap or

backstop as opposed to the walls, ceiling baffles, floor or the backstop hillside. For purposes of this Agreement, the Minot Police Chief will be the individual that will carry out these responsibilities on behalf of the City of Minot.

3. The Association recognizes that normal wear will occur during usage, however, if damage occurs due to a bullet or bullets being fired into any other area of the building, such as the floor, walls, or ceiling baffles, the User will be responsible and shall repair said damage to original condition within seven (7) calendar days of occurrence.

4. Permitted calibers include all rimfires and all traditional handgun calibers up to and including the 45 calibers.

5. Non-Permitted calibers include:

- a) The rifle cartridges such as the various .17 centerfire calibers, and larger rifle calibers that are chambered in revolvers and single shot handguns.
- b) Center-fire rifle calibers such as .308 and 7MM Magnum .
- c) Full Auto, Shotguns, Armor piercing and Tracer rounds.

6. Usage of this facility is limited to the dates and times agreed upon by the Parties and a request for usage is due at least thirty (30) calendar days prior to the date of intended use.

7. Fee schedule:

- a) \$45 per hour (minimum of 3 hours), not to exceed \$300 per day for 1 to 16 Participants.
- b) Additional Participants using the range will require special consideration of the Executive Committee.

8. The **Minot Police Department** and the MINOT RIFLE AND PISTOL CLUB each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Agreement.

Minot Rifle and Pistol Club
1600 62nd Street SW Minot, ND



(Range Manager) 5/27/26
(Date)



(President) 5/27/26
(Date)



(Law Enforcement Liaison) 5/27/26
(Date)

City of Minot - Minot Police Department
515 2nd Ave SE Minot, ND

(Mayor) (Date)

(Minot Chief of Police) (Date)

(Finance Director) (Date)

(City Clerk) (Date)



TO: Mayor and Members of the City Council

FROM: Nicole Mathieson, Code Enforcement Specialist

DATE: June 15, 2026

SUBJECT: CHAPTER 22 - NUISANCES ORDINANCE UPDATE

I. RECOMMENDED ACTION

It is recommended City Council approve the proposed modifications to Chapter 22 of the Code of Ordinances on first reading.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City is experiencing recurring concerns related to accumulation of garbage, junked/abandoned/inoperative vehicles, parking on the grass and other visual and public safety nuisances. The existing ordinance language has created challenges in achieving consistent enforcement and timely compliance. These amendments are intended to clarify expectations of property owners while providing Code Enforcement staff with more effective tools to address nuisance conditions and improve community standards.

B. Proposed Project

The proposed project modernizes and clarifies nuisance regulations to improve the City's ability to address property maintenance concerns and maintain community appearance standards. This project supports neighborhood preservation, encourages property maintenance, improves public safety, and helps maintain property values throughout the community. Adoption of the ordinance amendments will also provide greater consistency and clarity for both residents and City staff during the enforcement process.

C. Recommendation Detail

City staff reviewed the existing nuisance ordinance and identified several areas where clarification and modernization were necessary to improve enforcement consistency and efficiency. The recommended amendments were developed through review of recurring nuisance complaints and operational challenges

experienced by Code Enforcement staff. The recommended amendments provide clearer definitions of nuisances, establish updated enforcement procedures, and expand the City's authority to address ongoing property maintenance issues.

Included among the changes recommended by the Police Department is an amendment to the penalties section (Sec. 22-9) that adopts a scaled-penalties approach. Specifically, instead of treating nuisances as Class B misdemeanor criminal offenses, they will be treated as a criminal infraction with a \$150 penalty for the first and second violations occurring within a two-year period. A third or subsequent violation within that same two-year period would then be charged as a Class B misdemeanor.

IV. IMPACT

A. Service/Delivery Impact:

The proposed amendments to Chapter 22 of the City of Minot Code of Ordinances will improve the City's ability to respond to nuisance complaints in a more consistent, efficient, and effective manner. The updated ordinance language provides clearer definitions and enforcement procedures, which will assist Code Enforcement staff in addressing nuisance conditions more quickly while reducing ambiguity for both staff and property owners. The amendments also provide clearer authority for Code Enforcement Specialists to issue citations and take enforcement action when necessary. This will improve operational efficiency and help ensure nuisance cases are resolved in a timely manner.

From a community standpoint, the ordinance amendments are expected to improve neighborhood appearance, encourage better property maintenance, and reduce ongoing issues related to nuisances. These improvements will positively impact residents' quality of life, strengthen neighborhood preservation efforts, and support the City's commitment to maintaining safe and attractive communities.

B. Fiscal Impact

The City may see a modest fiscal impact by shifting first and second nuisance violations from Class B misdemeanor charges—which carry a maximum penalty of \$1,500—to criminal infractions with a fixed \$150 penalty.

VI. ALTERNATIVES

City Council may elect not to approve the ordinance updates and staff would continue to operate under the current standards.



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 (NUISANCES), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO RELATED TO NUISANCES AND CODE ENFORCEMENT.

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

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

WHEREAS, the City Council desires to amend the following City ordinances related to nuisances and code enforcement; and

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

§ 1. That Chapter 22 (Nuisances), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 22-1 ~~Declaration of nuisances generally.~~ Definitions

Code Enforcement Specialist means any person authorized by the Chief of Police to conduct code enforcement on behalf of the City of Minot.

Improved surface as defined in Minot Land Development Ordinance Chapter 6.3.

Noxious Weeds as defined by NDCC 4.1-47 (6).

Roadway as defined by NDCC 24-01-01.1 (42).

Vehicle as defined by NDCC 39-01-01 (104).

Sec. 22-~~1~~2 Declaration of nuisances generally.

(a) In addition to such other items or conditions which may be declared to be a nuisance under other chapters of this Code of Ordinances, the following items or conditions designated hereafter are declared to be nuisances:

(1) *Nuisances per se:*

- a. Any accumulation of (i) organic materials or (ii) inorganic materials, or (iii) combination of both, which is located on private property, and which, because

of the circumstances in which it is stored or accumulated, presents a hazard to the health or safety of any person or which presents a hazard to any other property, private or public. Without limiting the generality of the foregoing, there is included within this category the following substances or items:

1. Garbage, as defined in section 14-1 of the Code of Ordinances;
 2. Dangerous buildings as defined in section 9-11 of the Code of Ordinances;
 3. Noxious weeds;
 4. Materials which are subject to special storage requirements under section 13-39 of the Code of Ordinances and which are in fact are not stored substantially as required therein;
 5. Open pits or excavations not barricaded or fenced in a manner sufficient to protect persons, particularly small children, whether or not such persons are trespassers (but excluding those persons working about the premises who assume the risk), from falling therein and injuring themselves, or which pits or excavations present a significant danger of collapse or cave-in with a reasonable likelihood of damage to property, whether public or private, or injury to persons, resulting therefrom;
 6. Barbed wire or electric fences within city limits, except this clause shall not apply to strands of barbed wire if the lowest strand is located more than six and one-half (6½) feet above the adjoining ground level, or to municipal utility facilities such as the sewage lagoons and landfill;
 7. Mining, manufacturing, food processing or other industrial procedures which (i) violate applicable state or federal pollution regulations, or (ii) which are generally offensive (under a reasonable man standard) to three (3) or more people working or living within close proximity to the source;
 8. Any living or standing tree or part thereof located upon public or private property infected to any degree with any disease, fungus, or insect which is, harmful to said tree or other trees on public and/or private property;
 9. Any tree, shrub or hedge, or part thereof, growing upon public property or upon private property but overhanging or interfering with the use of any public walk, street or highway, park or public place within the city of Minot which endangers the life, health, safety or property of the public shall be declared to be a public nuisance;
 10. Privies or septic systems not constructed or operating in accordance with section 26-1 of the Code of Ordinances; or
 11. Nuisance as defined by regulation promulgated by the First District Health Unit pursuant to NDCC 23-05-01 and NDCC 23-14-06 or other equivalent statutes.
 12. Dog and cat droppings.
- (2) *Visual nuisances:* An accumulation or pile of unsightly materials which constitute an eyesore, such as, by way of illustration and not of limitation, the following:
- a. Junked, abandoned, disassembled, inoperative or unregistered automobiles vehicles (excluding, however, automobiles—vehicles which are currently licensed, registered, and operable and vehicles that are not required to be registered on the roadway;

- b. Discarded building materials;
- c. Worn out and cast-off furniture or household items;
- d. Weeds or grasses in excess of eight (8) inches high; or
- e. Piles of dead trees;

f. Vehicles parked on an unimproved surface in a residential zoning district

provided that, however, such accumulation shall not be considered a visual nuisance if the same is screened from public view and from view from adjoining private property at all times of the year by a fence or vegetation or other suitable means.

- (b) A condition or object described above may constitute both a nuisance per se and a visual nuisance. Moreover, the fact that a condition or object may be adequately screened so as to prevent the same from being considered a visual nuisance does not mean that the same condition cannot constitute a nuisance per se under subsection (a)(1) of this section.
- (c) Specifically, in the case of auto wreckers, junk yards, scrap processors, dealers in used auto parts, and auto and machinery repair businesses, all operations including the storage of material to be processed, in process, and already processed must either be conducted within a completely enclosed building, or the screening required in under (a)(2) of this section must consist of a reasonably opaque fence at least eight (8) feet high, kept in good repair, which completely surrounds the area or areas in which processing operations take place.
- (d) The screening requirements of (a)(2) of this section shall not be deemed to apply to premises where the only visual nuisance is the storage of building materials as long as there is ongoing construction taking place upon such property in accordance with a city building permit and the building materials will be used in such construction. Likewise, (a)(2) shall not apply to a building supply business which operates entirely on premises which are zoned to permit such business.
- (e) The city building official shall establish and enforce specifications for barricading and fencing of open pits or excavations intended to protect persons from harm and abate nuisances. Barricading or fencing of open pits or excavations is a temporary measure permitted for a period of time not to exceed six (6) months, unless extended by the city building official for a period not to exceed an additional six (6) months.

Sec. 22-23. - Notice to abate nuisance.

- (a) The city may notify, in writing, the owner of any lot, place or area within the city that within five (5) days after receipt of the notice he must abate the nuisance described in the notice. The notice shall specify the legal description of the premises and shall set forth, if possible, the street address of the premises. It shall include an explanation of the right to a hearing on the necessity for abatement which is provided in section 22-4(a). The notice shall be sent by ordinary mail addressed to the owner at his last known address or shall be personally served on the owner. The person making service shall maintain a permanent record of proof of service. This subsection shall not apply, however, to a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high).
- (b) No prior, individualized notice whatsoever of a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high) need be provided to the owner of the land involved in the claim at any time before the city enters upon the land and proceeds to abate the nuisance, however, nothing in this subsection shall be construed as prohibiting the director of public works from informally requesting

or directing the landowner or person in charge of the land to take the measures necessary to abate the claimed nuisance.

- (c) In order to reduce violations of section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), the director of public works shall, from time to time, take such steps as in his discretion seem sufficient and necessary to advise the public and landowners of the restrictions imposed by that provision of the law, and of the consequences which may result from a failure to observe such restrictions. The means of such communication may include, but are not limited to, notices published in the newspaper and public service announcements in the broadcast media. A claimed failure of or insufficiency of notice under this subsection shall not constitute a defense to any monetary imposition which the city may seek to impose under the provisions of this chapter or any other enforcement activity.

Sec. 22-34. - Authority of city to abate nuisance when owner does not do so.

- (a) Upon the failure, neglect or refusal of any owner notified in accordance with section 22-2(a) to abate the nuisance described in the notice within five (5) days after receipt thereof by, or personal service thereof upon, the owner, the city is authorized to enter upon the premises described in such notice and to take whatever steps as might reasonably be required to abate the nuisance, however, if the notice is returned to the city because of the inability of the U.S. Postal Service to make delivery thereof, the city may proceed immediately to abate the nuisance, provided that the notice was properly addressed to the last known address of the owner. This subsection shall not apply, however, to a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high).
- (b) In the event of a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), the city is authorized without notice to enter upon the premises and to take whatever steps as might reasonably be required to abate the nuisance.
- (c) Actions taken by the city under and in accordance with subsections (b) and (c), if reasonable in nature and undertaken in good faith, shall not constitute a trespass or conversion.

Sec. 22-45. - Hearing on necessity of abatement.

- (a) Any owner who shall receive a notice as specified in section 22-2(a) may, within five (5) days after its receipt or personal service, apply in writing to the city manager for a hearing on the necessity for the abatement of the nuisance described in such notice. Such hearing shall be provided by the city manager or his delegate within five (5) business days of the filing of the application, unless the owner shall agree to a hearing at a later date. The city shall have the burden of proof by the clear weight of evidence that the conditions of which it complains constitute a nuisance as defined in section 22-1.
- (b) At the hearing provided for in subsection (a), the city manager shall either find for the owner, in which case no further action may be taken by the city without the issuance of another notice pursuant to section 22-2(a), which shall be issued only in the event of a material change in circumstances, or the city manager shall find for the city, in which case the owner shall have an additional five (5) days from the date of service upon him by mail or in person of a copy of the city manager's decision in which he may abate the nuisance. If he fails, neglects or refuses to abate the nuisance within that period of time, then the city may proceed to enter upon the property and to abate the nuisance. Such actions, if reasonable in nature and undertaken in good faith, shall not constitute a

trespass or conversion. If the owner is aggrieved by the decision made by the city manager, he may, without further administrative review, resort to his judicial remedies.

- (c) In the event the city proceeds to abate without notice a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), and the city seeks to special assess the cost of such abatement work against the land where it was performed (as is provided for in section 22-5) then, in addition to, or in lieu of, disputing the amount of special assessments to be levied, the affected landowner may contest (at the hearing provided for in section 22-6) whether in fact at the time of the abatement the land in question harbored weeds or grasses in excess of eight (8) inches high. If the landowner chooses to raise that issue, then the city shall bear both the burden of going forward with the evidence and the burden of persuasion.

Sec. 22-~~56~~. - Costs to be assessed against property.

If the city enters upon private property and takes actions:

- (1) To abate a nuisance thereon pursuant to this chapter; or
- (2) To remove a vehicle therefrom pursuant to Article IV (Impoundment of Vehicles) of Chapter 20 (Motor Vehicles and Traffic) of the City of Minot Code of Ordinances:

there shall be assessed against the property the costs of abatement, including a fee fixed by the city manager. The manager shall fix the fee upon any reasonable basis designed to compensate the city for its overhead costs and staff salaries attributable to the nuisance abatement enforcement program of the City, as such costs relate proportionately to the property in question. The fee may be assessed either on a fixed fee basis or a case-by-case basis.

Sec. 22-~~67~~. - Hearing on amount of special assessment for nuisance abatement.

- (a) No later than September 30 of each year, the city auditor shall prepare a list of assessments made pursuant to this chapter for those premiss on which the city or its agents abated a nuisance during the twelve (12) months prior to July 31. The list shall set forth the owner or owners of such property, the legal description of the property, and, when possible, the street address of the property, and the amount of nuisance abatement costs assessed against the premises. Within a reasonable time after preparation of the list, the city auditor shall give each landowner, at his last known address, written notice that the city proposes to levy as a special assessment against his property the costs set forth in the list.
- (b) The notice to each landowner shall contain the same information which is pertinent to him as is found in the list of assessments. In addition, with regard to those special assessments which arise from the abatement of a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), the notice shall also inform the landowner of his rights under section 22-4(c).
- (c) Service of the notice provided for in this section shall be made upon each landowner by certified mail with return receipt requested. The city auditor shall maintain in his files written proof of mailing. Additionally, the special assessment list shall be published once in the official newspaper of the county.
- (d) The proposed assessment shall be considered as conclusively determined and incontestable upon the expiration of ten (10) days following the date of mailing or the date of publication, whichever occurs later, however, an aggrieved landowner may appeal to the city manager with respect to the correctness of the computation of the nuisance abatement costs pertaining to his land, in which case the certification of such costs as to the premises owned by the aggrieved landowner shall be delayed until such time as the

city manager shall decide the appeal. The balance of the special assessment list, consisting of the properties with respect to which there is no appeal, shall be forwarded to the county auditor for certification.

- (e) The appeal to the city manager shall be initiated by the filing with him of written notice of the appeal, stating therein the grounds upon which the appeal is based. The notice must be filed before the date upon which the determination of costs would otherwise become conclusively determined and incontestable. The hearing on the appeal will be held no later than seven (7) business days following the filing of the same unless the landowner shall consent to a hearing on the appeal at a later date. The determination made by the city auditor as to the amount of the costs levied against the premises in question shall be presumed to be correct, but subject to rebuttal by the landowner, who shall have the burden of proving by clear and convincing evidence:
 - (1) That the city auditor's determination is incorrect; and
 - (2) The amount of the correct charge. The city manager or his delegate shall affirm the proposed charge made by the city auditor or modify the charge in accordance with the evidence produced at the hearing.
- (f) The city manager's determination of the correct charge upon appeal, either by affirmation or by way of modification, shall be remanded to the city auditor for certification by the city auditor to the county auditor, which certification shall be made no fewer than two (2) business days following the determination of the city manager. The landowner, if still aggrieved, may resort to his judicial remedies without further administrative review.

Sec. 22-78. - Abatement without prior notice.

In the event a nuisance as defined under section 22-1(a)(1) shall constitute an immediate and serious danger to the health of any person, or shall constitute an immediate and serious danger to private or public property, the city may without prior notice to the owner of the premises immediately enter upon the premises and take whatever steps are required to abate the nuisance. If such actions are reasonable in nature and undertaken in good faith such actions shall not constitute trespass or conversion. Any attempt by the city to give the owner prior notice shall not constitute a waiver of the right under this section to act without prior notice.

Sec. 22-89. - Other remedies; harboring a nuisance; penalty clause.

The provisions of this article shall not constitute the exclusive remedy of the City of Minot to abate nuisances. The Code Enforcement Specialist is hereby authorized to issue citations for violations of this chapter. The city reserves the right to proceed in any court of competent jurisdiction to obtain an injunction requiring abatement of the nuisance and such remedy may be asserted without regard to the notice requirements of this article and the provisions for administrative relief set forth herein. Moreover the harboring or maintenance of a nuisance shall constitute a criminal infraction punishable with a fine of one hundred and fifty dollars (\$150.00), except that if the violation is the second violation by the defendant within the previous two (2) years, then that fine shall be three hundred dollars (\$300.00), or if the violation is the third or subsequent violation by the defendant within the previous two (2) years then thean offense punishable as a B Misdemeanor under section 1-8 of the Code of Ordinances. ~~and e~~Each day that such nuisance is harbored or maintained shall constitute a separate offense.

Sec. 22-910. - Geographical application.

- (a) The provisions of this article shall apply to all land within the corporate city limits and also to all land lying within one-half (½) mile of the corporate city limits.

(b) Section 22-1(a)(2) Visual nuisances, subsection d, Weeds or grasses in excess of eight (8) inches high, shall not apply to:

(1) Lands outside the corporate city limits;

(2) Publicly owned lands that are designates as parks or conservation areas;

(3) Native plantings as permitted by the landscaping section of the Land Development Ordinance;

(4) Lands actively used/zoned for agricultural purposes;

(5) Lands that are highly erodible;

(6) Land that is densely wooded;

(7) Land that is too wet to mow, such as marsh, wetland or storm water drainage, pond, or feature, either natural or man-made; or

(8) Land in development that has not exceeded 40% housing development on more than one (1) side of the street, between two (2) intersection streets, and is improved with buildings. Tall weeds and grass will not exceed 24 inches in length, will not contain any weeds determined to be noxious weeds as defined under North Dakota Century Code, designated by the state agriculture commissioner.

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 (NUISANCES), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO RELATED TO NUISANCES AND CODE ENFORCEMENT.

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

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

WHEREAS, the City Council desires to amend the following City ordinances related to nuisances and code enforcement; and

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

§ 1. That Chapter 22 (Nuisances), Code of Ordinances, City of Minot, North Dakota, is hereby amended as follows:

Sec. 22-1 Definitions

Code Enforcement Specialist means any person authorized by the Chief of Police to conduct code enforcement on behalf of the City of Minot.

Improved surface as defined in Minot Land Development Ordinance Chapter 6.3.

Noxious Weeds as defined by NDCC 4.1-47 (6).

Roadway as defined by NDCC 24-01-01.1 (42).

Vehicle as defined by NDCC 39-01-01 (104).

Sec. 22-2 Declaration of nuisances generally.

(a) In addition to such other items or conditions which may be declared to be a nuisance under other chapters of this Code of Ordinances, the following items or conditions designated hereafter are declared to be nuisances:

(1) *Nuisances per se:*

- a. Any accumulation of (i) organic materials or (ii) inorganic materials, or (iii) combination of both, which is located on private property, and which, because of the circumstances in which it is stored or accumulated, presents a hazard to the health or safety of any person or which presents a hazard to any other property, private or public. Without limiting the generality of the foregoing, there is included within this category the following substances or items:
 1. Garbage, as defined in section 14-1 of the Code of Ordinances;
 2. Dangerous buildings as defined in section 9-11 of the Code of Ordinances;
 3. Noxious weeds;
 4. Materials which are subject to special storage requirements under section 13-39 of the Code of Ordinances and which are in fact are not stored substantially as required therein;
 5. Open pits or excavations not barricaded or fenced in a manner sufficient to protect persons, particularly small children, whether or not such persons are trespassers (but excluding those persons working about the premises who assume the risk), from falling therein and injuring themselves, or which pits or excavations present a significant danger of collapse or cave-in with a reasonable likelihood of damage to property, whether public or private, or injury to persons, resulting therefrom;
 6. Barbed wire or electric fences within city limits, except this clause shall not apply to strands of barbed wire if the lowest strand is located more than six and one-half (6½) feet above the adjoining ground level, or to municipal utility facilities such as the sewage lagoons and landfill;
 7. Mining, manufacturing, food processing or other industrial procedures which (i) violate applicable state or federal pollution regulations, or (ii) which are generally offensive (under a reasonable man standard) to three (3) or more people working or living within close proximity to the source;
 8. Any living or standing tree or part thereof located upon public or private property infected to any degree with any disease, fungus, or insect which is, harmful to said tree or other trees on public and/or private property;
 9. Any tree, shrub or hedge, or part thereof, growing upon public property or upon private property but overhanging or interfering with the use of any public walk, street or highway, park or public place within the city of Minot which endangers the life, health, safety or property of the public shall be declared to be a public nuisance;
 10. Privies or septic systems not constructed or operating in accordance with section 26-1 of the Code of Ordinances; or
 11. Nuisance as defined by regulation promulgated by the First District Health Unit pursuant to NDCC 23-05-01 and NDCC 23-14-06 or other equivalent statutes.
 12. Dog and cat droppings.
- (2) *Visual nuisances:* An accumulation or pile of unsightly materials which constitute an eyesore, such as, by way of illustration and not of limitation, the following:
 - a. Junked, abandoned, disassembled, inoperative or unregistered vehicles (excluding, however, vehicles which are currently licensed, registered, and operable and vehicles that are not required to be registered on the roadway;

- b. Discarded building materials;
- c. Worn out and cast-off furniture or household items;
- d. Weeds or grasses in excess of eight (8) inches high; or
- e. Piles of dead trees;
- f. Vehicles parked on an unimproved surface in a residential zoning district.

provided that, however, such accumulation shall not be considered a visual nuisance if the same is screened from public view and from view from adjoining private property at all times of the year by a fence or vegetation or other suitable means.

- (b) A condition or object described above may constitute both a nuisance per se and a visual nuisance. Moreover, the fact that a condition or object may be adequately screened so as to prevent the same from being considered a visual nuisance does not mean that the same condition cannot constitute a nuisance per se under subsection (a)(1) of this section.
- (c) Specifically, in the case of auto wreckers, junk yards, scrap processors, dealers in used auto parts, and auto and machinery repair businesses, all operations including the storage of material to be processed, in process, and already processed must either be conducted within a completely enclosed building, or the screening required in under (a)(2) of this section must consist of a reasonably opaque fence at least eight (8) feet high, kept in good repair, which completely surrounds the area or areas in which processing operations take place.
- (d) The screening requirements of (a)(2) of this section shall not be deemed to apply to premises where the only visual nuisance is the storage of building materials as long as there is ongoing construction taking place upon such property in accordance with a city building permit and the building materials will be used in such construction. Likewise, (a)(2) shall not apply to a building supply business which operates entirely on premises which are zoned to permit such business.
- (e) The city building official shall establish and enforce specifications for barricading and fencing of open pits or excavations intended to protect persons from harm and abate nuisances. Barricading or fencing of open pits or excavations is a temporary measure permitted for a period of time not to exceed six (6) months, unless extended by the city building official for a period not to exceed an additional six (6) months.

Sec. 22-3. - Notice to abate nuisance.

- (a) The city may notify, in writing, the owner of any lot, place or area within the city that within five (5) days after receipt of the notice he must abate the nuisance described in the notice. The notice shall specify the legal description of the premises and shall set forth, if possible, the street address of the premises. It shall include an explanation of the right to a hearing on the necessity for abatement which is provided in section 22-4(a). The notice shall be sent by ordinary mail addressed to the owner at his last known address or shall be personally served on the owner. The person making service shall maintain a permanent record of proof of service. This subsection shall not apply, however, to a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high).
- (b) No prior, individualized notice whatsoever of a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high) need be provided to the owner of the land involved in the claim at any time before the city enters upon the land and proceeds to abate the nuisance, however, nothing in this subsection shall be construed as prohibiting the director of public works from informally requesting

or directing the landowner or person in charge of the land to take the measures necessary to abate the claimed nuisance.

- (c) In order to reduce violations of section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), the director of public works shall, from time to time, take such steps as in his discretion seem sufficient and necessary to advise the public and landowners of the restrictions imposed by that provision of the law, and of the consequences which may result from a failure to observe such restrictions. The means of such communication may include, but are not limited to, notices published in the newspaper and public service announcements in the broadcast media. A claimed failure of or insufficiency of notice under this subsection shall not constitute a defense to any monetary imposition which the city may seek to impose under the provisions of this chapter or any other enforcement activity.

Sec. 22-4. - Authority of city to abate nuisance when owner does not do so.

- (a) Upon the failure, neglect or refusal of any owner notified in accordance with section 22-2(a) to abate the nuisance described in the notice within five (5) days after receipt thereof by, or personal service thereof upon, the owner, the city is authorized to enter upon the premises described in such notice and to take whatever steps as might reasonably be required to abate the nuisance, however, if the notice is returned to the city because of the inability of the U.S. Postal Service to make delivery thereof, the city may proceed immediately to abate the nuisance, provided that the notice was properly addressed to the last known address of the owner. This subsection shall not apply, however, to a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high).
- (b) In the event of a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), the city is authorized without notice to enter upon the premises and to take whatever steps as might reasonably be required to abate the nuisance.
- (c) Actions taken by the city under and in accordance with subsections (b) and (c), if reasonable in nature and undertaken in good faith, shall not constitute a trespass or conversion.

Sec. 22-5. - Hearing on necessity of abatement.

- (a) Any owner who shall receive a notice as specified in section 22-2(a) may, within five (5) days after its receipt or personal service, apply in writing to the city manager for a hearing on the necessity for the abatement of the nuisance described in such notice. Such hearing shall be provided by the city manager or his delegate within five (5) business days of the filing of the application, unless the owner shall agree to a hearing at a later date. The city shall have the burden of proof by the clear weight of evidence that the conditions of which it complains constitute a nuisance as defined in section 22-1.
- (b) At the hearing provided for in subsection (a), the city manager shall either find for the owner, in which case no further action may be taken by the city without the issuance of another notice pursuant to section 22-2(a), which shall be issued only in the event of a material change in circumstances, or the city manager shall find for the city, in which case the owner shall have an additional five (5) days from the date of service upon him by mail or in person of a copy of the city manager's decision in which he may abate the nuisance. If he fails, neglects or refuses to abate the nuisance within that period of time, then the city may proceed to enter upon the property and to abate the nuisance. Such actions, if reasonable in nature and undertaken in good faith, shall not constitute a

trespass or conversion. If the owner is aggrieved by the decision made by the city manager, he may, without further administrative review, resort to his judicial remedies.

- (c) In the event the city proceeds to abate without notice a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), and the city seeks to special assess the cost of such abatement work against the land where it was performed (as is provided for in section 22-5) then, in addition to, or in lieu of, disputing the amount of special assessments to be levied, the affected landowner may contest (at the hearing provided for in section 22-6) whether in fact at the time of the abatement the land in question harbored weeds or grasses in excess of eight (8) inches high. If the landowner chooses to raise that issue, then the city shall bear both the burden of going forward with the evidence and the burden of persuasion.

Sec. 22-6. - Costs to be assessed against property.

If the city enters upon private property and takes actions:

- (1) To abate a nuisance thereon pursuant to this chapter; or
- (2) To remove a vehicle therefrom pursuant to Article IV (Impoundment of Vehicles) of Chapter 20 (Motor Vehicles and Traffic) of the City of Minot Code of Ordinances:

there shall be assessed against the property the costs of abatement, including a fee fixed by the city manager. The manager shall fix the fee upon any reasonable basis designed to compensate the city for its overhead costs and staff salaries attributable to the nuisance abatement enforcement program of the City, as such costs relate proportionately to the property in question. The fee may be assessed either on a fixed fee basis or a case-by-case basis.

Sec. 22-7. - Hearing on amount of special assessment for nuisance abatement.

- (a) No later than September 30 of each year, the city auditor shall prepare a list of assessments made pursuant to this chapter for those premiss on which the city or its agents abated a nuisance during the twelve (12) months prior to July 31. The list shall set forth the owner or owners of such property, the legal description of the property, and, when possible, the street address of the property, and the amount of nuisance abatement costs assessed against the premises. Within a reasonable time after preparation of the list, the city auditor shall give each landowner, at his last known address, written notice that the city proposes to levy as a special assessment against his property the costs set forth in the list.
- (b) The notice to each landowner shall contain the same information which is pertinent to him as is found in the list of assessments. In addition, with regard to those special assessments which arise from the abatement of a claimed nuisance under section 22-1(a)(2)d (relating to weeds or grasses in excess of eight (8) inches high), the notice shall also inform the landowner of his rights under section 22-4(c).
- (c) Service of the notice provided for in this section shall be made upon each landowner by certified mail with return receipt requested. The city auditor shall maintain in his files written proof of mailing. Additionally, the special assessment list shall be published once in the official newspaper of the county.
- (d) The proposed assessment shall be considered as conclusively determined and incontestable upon the expiration of ten (10) days following the date of mailing or the date of publication, whichever occurs later, however, an aggrieved landowner may appeal to the city manager with respect to the correctness of the computation of the nuisance abatement costs pertaining to his land, in which case the certification of such costs as to the premises owned by the aggrieved landowner shall be delayed until such time as the

city manager shall decide the appeal. The balance of the special assessment list, consisting of the properties with respect to which there is no appeal, shall be forwarded to the county auditor for certification.

- (e) The appeal to the city manager shall be initiated by the filing with him of written notice of the appeal, stating therein the grounds upon which the appeal is based. The notice must be filed before the date upon which the determination of costs would otherwise become conclusively determined and incontestable. The hearing on the appeal will be held no later than seven (7) business days following the filing of the same unless the landowner shall consent to a hearing on the appeal at a later date. The determination made by the city auditor as to the amount of the costs levied against the premises in question shall be presumed to be correct, but subject to rebuttal by the landowner, who shall have the burden of proving by clear and convincing evidence:
 - (1) That the city auditor's determination is incorrect; and
 - (2) The amount of the correct charge. The city manager or his delegate shall affirm the proposed charge made by the city auditor or modify the charge in accordance with the evidence produced at the hearing.
- (f) The city manager's determination of the correct charge upon appeal, either by affirmation or by way of modification, shall be remanded to the city auditor for certification by the city auditor to the county auditor, which certification shall be made no fewer than two (2) business days following the determination of the city manager. The landowner, if still aggrieved, may resort to his judicial remedies without further administrative review.

Sec. 22-8. - Abatement without prior notice.

In the event a nuisance as defined under section 22-1(a)(1) shall constitute an immediate and serious danger to the health of any person, or shall constitute an immediate and serious danger to private or public property, the city may without prior notice to the owner of the premises immediately enter upon the premises and take whatever steps are required to abate the nuisance. If such actions are reasonable in nature and undertaken in good faith such actions shall not constitute trespass or conversion. Any attempt by the city to give the owner prior notice shall not constitute a waiver of the right under this section to act without prior notice.

Sec. 22-9. - Other remedies; harboring a nuisance; penalty clause.

The provisions of this article shall not constitute the exclusive remedy of the City of Minot to abate nuisances. The Code Enforcement Specialist is hereby authorized to issue citations for violations of this chapter. The city reserves the right to proceed in any court of competent jurisdiction to obtain an injunction requiring abatement of the nuisance and such remedy may be asserted without regard to the notice requirements of this article and the provisions for administrative relief set forth herein. Moreover the harboring or maintenance of a nuisance shall constitute a criminal infraction punishable with a fine of one hundred and fifty dollars (\$150.00), except that if the violation is the second violation by the defendant within the previous two (2) years, then that fine shall be three hundred dollars (\$300.00), or if the violation is the third or subsequent violation by the defendant within the previous two (2) years then the offense punishable as a B Misdemeanor under section 1-8 of the Code of Ordinances. Each day that such nuisance is harbored or maintained shall constitute a separate offense.

Sec. 22-10. - Geographical application.

- (a) The provisions of this article shall apply to all land within the corporate city limits and also to all land lying within one-half (½) mile of the corporate city limits.

(b) Section 22-1(a)(2) Visual nuisances, subsection d, Weeds or grasses in excess of eight (8) inches high, shall not apply to:

(1) Lands outside the corporate city limits;

(2) Publicly owned lands that are designates as parks or conservation areas;

(3) Native plantings as permitted by the landscaping section of the Land Development Ordinance;

(4) Lands actively used/zoned for agricultural purposes;

(5) Lands that are highly erodible;

(6) Land that is densely wooded;

(7) Land that is too wet to mow, such as marsh, wetland or storm water drainage, pond, or feature, either natural or man-made; or

(8) Land in development that has not exceeded 40% housing development on more than one (1) side of the street, between two (2) intersection streets, and is improved with buildings. Tall weeds and grass will not exceed 24 inches in length, will not contain any weeds determined to be noxious weeds as defined under North Dakota Century Code, designated by the state agriculture commissioner.

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor



TO: Mayor and Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: June 15, 2026

SUBJECT: 2026 SANITARY SEWER CIPP AWARD OF BID (5000)

I. RECOMMENDED ACTION

It is recommended City Council award the bid for 2026 Sanitary Sewer CIPP to the low bidder, CC Steel LLC for the amount of \$1,167,937.00 and authorize the Mayor to sign contract documents on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Sewer Department budgets funds for sewer main replacement in areas where old sewer mains are in poor condition. The proposed improvements are necessary because of the high maintenance costs over the past several years.

B. Proposed Project

Work for the project this year will focus on the 36" sanitary sewer located across the northeast portion of the NDSF parking area. The existing main is in decent condition so cure in place lining systems are an excellent rehab method without needing to excavate.

C. Recommendation Detail

On Tuesday, June 2, 2026, at 11:00 AM, bids were opened for this project. Below is a bid tabulation summary that shows the bid comparisons as they relate to the engineer's estimate:

2026 Sanitary Sewer CIPP
City Project #5000

Engineer's Estimate: \$1,305,509.00

CC Steel LLC \$1,167,937.00

Visu-Sewer \$1,774,834.00

IV. IMPACT

A. Service/Delivery Impact:

This project will significantly extend the useful life of the 36" sanitary sewer main.

B. Fiscal Impact

Project Costs

Engineer's Estimate	\$1,305,509.00
Contractor's Bid	\$1,167,937.00

Project Funding

Sewage Pumping	\$1,200,000.00
Account No. 14062000-44502	

VI. ALTERNATIVES

City Council could choose not to award the project, which would allow the existing 36" sanitary sewer main to degrade further and cause a full replacement in the future.



TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 15, 2026

SUBJECT: CASE #2026-25 - ALMY THIRD ADDITION - FINAL PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve the Final 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 Almy Third Addition Preliminary Plat was approved at the June 1, 2026 City Council Meeting.

B. Proposed Project

Minor lot line readjustment.

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

Minor lot adjustment gives property owner ability to expand existing shop.

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.

REPLAT OF

LOT 2

LOTS 12 THRU 22, BLOCK 1

LOT 3

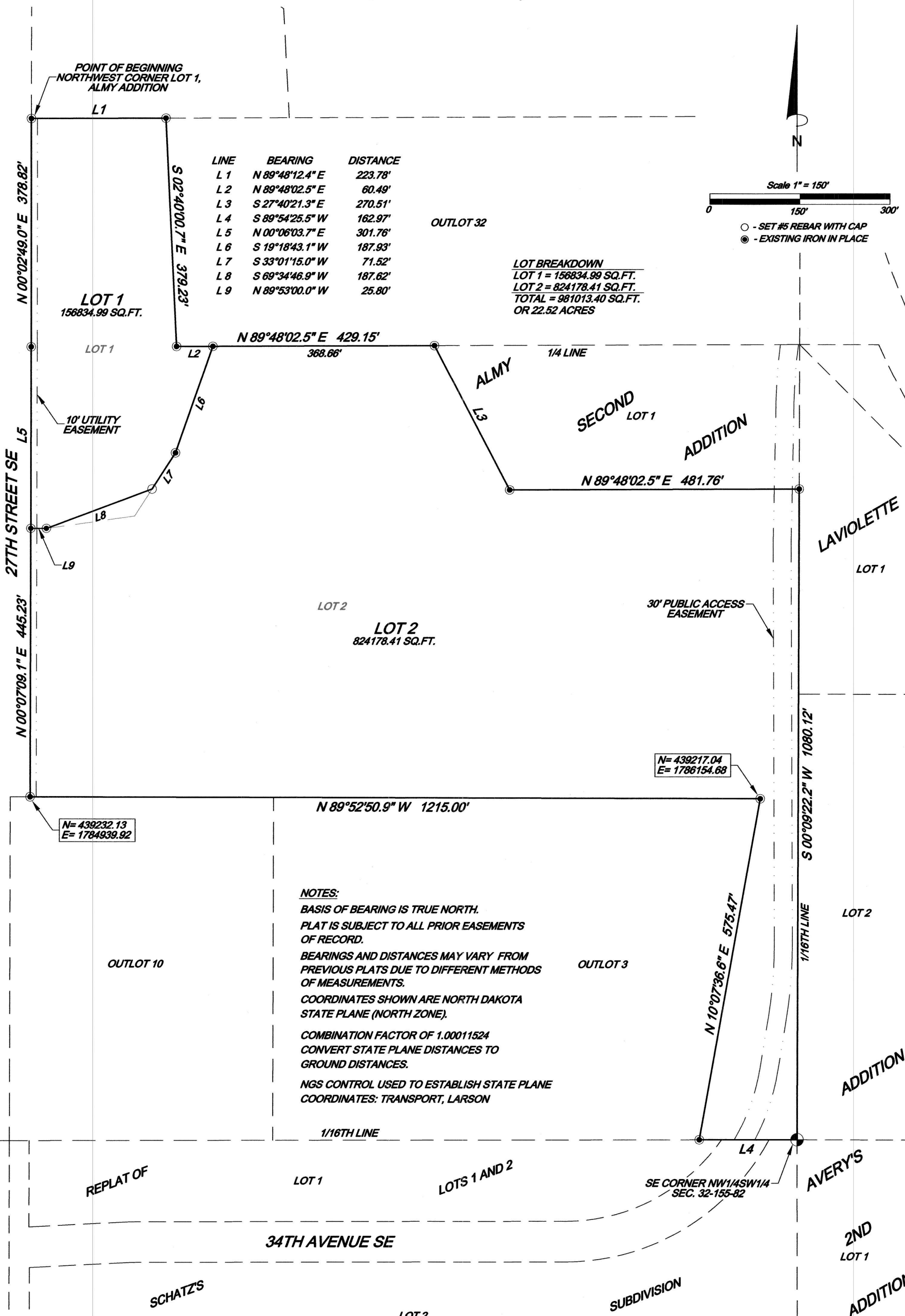
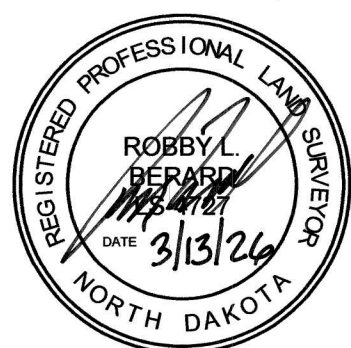
AND LOT 5, BLOCK 2,

SUBLOT B
LOT 4

HAPPY VALLEY

LOT 5

FIRST ADDITION





TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 15, 2026

SUBJECT: CASE #2026-45 - BOLTON HEIGHTS 17TH ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve the Minor Plat with Engineering conditions.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

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

III. DESCRIPTION

A. Background

Owner wishes to consolidate multiple lots into one lot. The Engineering Department requires duplicate water and sewer services be abandoned at the main.

B. Proposed Project

The current legal description is Lots 1A-2B, Block 1, Bolton Heights 2nd Addition

C. Recommendation Detail

It is recommended that City Council approve the Minor Plat with Engineering conditions.

IV. IMPACT

A. Service/Delivery Impact:

Consolidating multiple lots into 2 lots.

B. Fiscal Impact

N/A

Project Costs

N/A

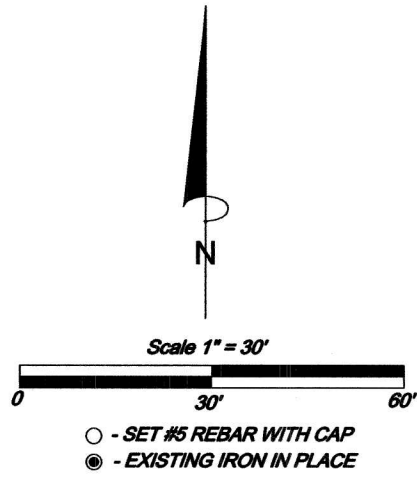
Project Funding

N/A

VI. ALTERNATIVES

City Council may deny or approve with conditions.

**BOLTON HEIGHTS 17TH ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA
(BEING LOTS 1A THRU 2B, BLOCK 1, BOLTON HEIGHTS 2ND ADDITION
TO THE CITY OF MINOT, NORTH DAKOTA)**

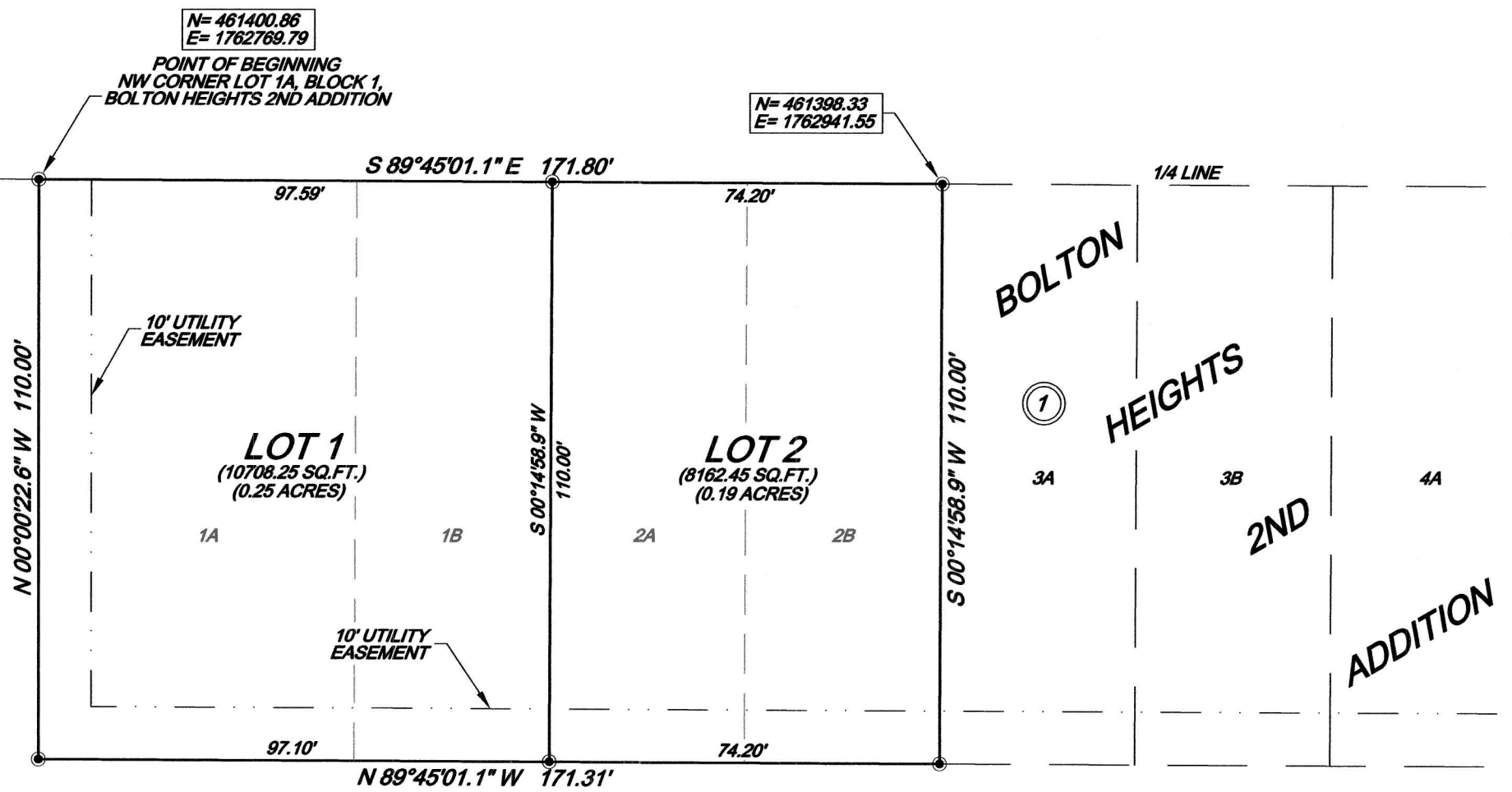


NOTES:

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 1.000116428
CONVERT STATE PLANE DISTANCES TO
GROUND DISTANCES.
NGS CONTROL USED TO ESTABLISH STATE
PLANE COORDINATES: TRANSPORT, LARSON

UNPLATTED PORTION
NE 1/4 SEC. 9-155-83

LOT BREAKDOWN
LOT 1 = 10708.25 SQ.FT.
LOT 2 = 8162.45 SQ.FT.
TOTAL = 18870.70 SQ.FT.
OR 0.43 ACRES



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

DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT KODIAK PROPERTIES LLP, BEING OWNER AND PROPRIETOR OF LOTS 1A THRU 2B, BLOCK 1, BOLTON HEIGHTS 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1A, BLOCK 1, BOLTON HEIGHTS 2ND ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT ON RECORD AT THE WARD COUNTY RECORDERS OFFICE; THENCE S 89°45'01.1" E, ALONG THE NORTH BOUNDARY OF BOLTON HEIGHTS 2ND ADDITION, A DISTANCE OF 171.80 FEET; THENCE S 00°14'58.9" W, A DISTANCE OF 110.00 FEET; THENCE N 89°45'01.1" W, A DISTANCE OF 171.31 FEET; THENCE N 00°00'22.6" W, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 0.43 ACRES. HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON TO BE KNOWN AS BOLTON HEIGHTS 17TH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA AND HEREBY DONATE AND DEDICATE THE EASEMENTS AS SHOWN HEREON, TO THE PUBLIC FOR PUBLIC USE, IN WITNESS WHEREOF THE OWNER HAS HEREUNTO AFFIXED HER SIGNATURE.

Kodi Keller
KODI CAILA KELLER - MANAGING PARTNER
KODIAK PROPERTIES LLP,

STATE OF North Dakota
COUNTY OF Ward

ON THIS 3rd DAY OF June, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED KODI CAILA KELLER, WELL KNOWN TO ME TO BE THE PERSON DESCRIBED IN THE FOREGOING DESCRIPTION AND WHO ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES:

Chad Atterton
NOTARY PUBLIC, COUNTY OF WARD, STATE OF NORTH DAKOTA

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

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
ROBBY L. BERARD, RLS NO. 4727



STATE OF NORTH DAKOTA
COUNTY OF WARD

ON THIS 29th 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, WARD COUNTY, STATE OF NORTH DAKOTA

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



APPROVED:

DATE:

CITY OF MINOT ENGINEER

JOB #82-26



TO: Mayor and Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 15, 2026

SUBJECT: AUTHORIZE APPLICATION FOR DCIP FUNDS IN SUPPORT OF TRINITY HOSPITAL AND CRISI GRANT FOR RAIL MODAL GROUP

I. RECOMMENDED ACTION

It is recommended City Council authorizes the application for DCIP funds and CRISI funds to support these projects and to act as the grant administrator for both grants if awarded.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

III. DESCRIPTION

A. Background

OLDCC has issued a NOFO and is accepting applications that are due June 22nd. The City has been approached to support an application for this funding from Trinity Hospital. This application would support the design and construction of a new mental health facility. Trinity was forced to close the existing facility due to failing mechanical systems.

RMG is asking for support in an application for a CRISI grant that would fund a track expansion at the intermodal facility.

B. Proposed Project

Rail Modal Group's application would be for funding for a track expansion project and Trinity's application would be for funding for a new mental health facility.

C. Recommendation Detail

Authorize the application for both projects and authorize the City to act as the grant administrator for both grants if awarded.

IV. IMPACT

A. Service/Delivery Impact:

These grant applications support the expansion/development of critical services in our community.

B. Fiscal Impact

The City would charge an administrative fee to cover the costs associated with the grant administration. The amount of the fee would vary depending on the amount awarded.

Project Costs

TBD

Project Funding

TBD

VI. ALTERNATIVES

The City could decline to act as the grant administrator. This would require another political subdivision to take on this role or forgo the opportunity to apply for the funding.



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 15, 2026

SUBJECT: ~~AIRPORT GROUND LEASE BETWEEN THE CITY OF MINOT AND FLYING S REAL ESTATE, LLC FOR LOT 6, BLOCK 9 AT MINOT INTERNATIONAL AIRPORT - PULLED~~

I. RECOMMENDED ACTION

It is recommended City Council approve the Ground Lease and Hangar Development contract between City of Minot and Flying S Real Estate, LLC; and authorize the Mayor to sign the lease agreement.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Flying S Real Estate is the current hangar owner of two hangar lots at Minot International Airport with ground leases with the City of Minot. The ground lease for Lot 6 Block 9 expired and all options to renew were used. Tenant contacted Airport and requested to sign new ground for their current property.

B. Proposed Project

Sign new lease with existing tenant to maintain the existing property hangar at Minot International Airport Log 6 Block 9.

C. Recommendation Detail

Lease on file is currently expired. Updated lease agreement is necessary for tenant and Airport to remain in compliance.

IV. IMPACT

A. Service/Delivery Impact:

The ground lease will help the Airport continue to support our General Aviation community.

B. Fiscal Impact

Lease is a revenue-only contract. The current rental rate for the partially developed land is \$0.26 per square foot at 5,274 square feet for a total of \$1,371.24 annually. Lease includes annual CPI increases.

VI. ALTERNATIVES

1. Decline the ground lease agreement and inform tenant to sell or move their private hangar

**Minot International Airport Ground Lease and
Hangar Development Agreement
Between**

The City of Minot

and

Flying S Real Estate, LLC

For

Lot 6, Block 9

Effective Date: June 1, 2026

GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT

THIS GROUND LEASE AND HANGAR DEVELOPMENT AGREEMENT ("Lease" or "Agreement") was made effective on this day of , **YEAR** ("Effective date of this Lease"), is by and between the City of Minot as lessor ("City" or "Lessor") and Flying S Real Estate, LLC as lessee ("Lessee" or "Tenant").

WITNESSETH:

WHEREAS, the City is a public body charged with the operation of the Minot International Airport ("Airport"), located in the City of Minot, North Dakota;

WHEREAS, the parties hereto wish to enter into **this Ground Lease and Hangar Development Agreement** for ground/land on which Lessee constructed a building to support Lessee's aeronautical activities (see Section 8.), as depicted on **Exhibit A - Development and Leased Premises** ("Premises");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. Premises:** City hereby leases to the Lessee the land located and more particularly described in the attached and incorporated **Exhibit A**. The Premises includes approximately 5,274 square feet of land, together with easements for ingress and egress, and parking areas. Lessee, in addition to the Premises, shall be entitled to the general use, in common with others, of all airport facilities made available for use to the general public. For purposes of this Agreement, "airport facilities" shall include runways, taxiways, public ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, or other public use facilities that have been constructed by the City and are the direct control of the City.
- 2. Base Term:** The base term of this Lease shall be for a period of twenty (20) years commencing on June 1, 2026 and expiring on May 31, 2046.
- 3. Option Term:** The City grants the lessee an option to extend the term of this agreement for a total of two (2) periods of five (5) years each. Upon the expiration of the Base Term of this Lease, Lessee must notify the City in writing of its desire to exercise an Option Term. Provided the Lessee is in compliance with the terms and conditions of the Lease, and the Lease has not been terminated by either Party, Lessee may request the execution of the Option Term a minimum of twelve (12) months but no more than eighteen (18) months prior to the expiration of the Base Term. Written approval or disapproval will be provided by the City within thirty (30) calendar days of the receipt of such written request. If the request to exercise the Option Term is not made at least twelve (12) months prior to expiration of the base term, the option to exercise the Option Term shall cease and the Lease will expire at the end of the Base Term.
- 4. Improvements:** Lessee shall provide the City with "as built" drawings of any and all new

construction ("Improvements") within thirty (30) days following completion of construction. City's representative will verify Improved Area and Unimproved Area dimensions of the Premises within thirty (30) days following notice from the Lessee of completion to reconcile the final rental rate pursuant to Paragraph 6.

5. **Project Costs:** Lessee shall be solely responsible for all costs associated with any development and/or construction completed by Lessee on the Premises.
6. **Base Ground Rent and Rental Adjustments:** Rent shall be established at a rate of **twenty six cents (\$0.26) per square foot for the square footage of the site of five thousand seventy four (5,274) square feet.** The Base Rent will be subject to adjustment commencing on the anniversary date of beneficial occupancy every year with the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

Rent payment shall be due monthly and payable in advance on the date of issuance of occupancy and on each anniversary date of occupancy through the Term of the Agreement. Rent will be assessed for the gross square footage of the Premises included in the approved site plan identified in Exhibit A. Rent shall be paid to the City at the following address, which address may be changed from time to time upon ten (10) days written notice:

Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703

Base Rent for the period commencing June 01, 2026 through May 31, 2046 will be: \$0.26 per square foot per year for the hangar footprint, fire code set back, and remainder of the Premises (as shown on Exhibit A).

7. **Agent:** The City appoints the Airport Director, or designee, as its authorized representative and agent to receive all Rent, notices, and reports under this Lease.
8. **Use of Premises:** Lessee shall have the full and free right to ingress and egress from the Premises and use the Premises for the purposes as defined in this Paragraph and for no other purpose without the express prior written consent of the Airport Director or designee.

Lessee may only use the building constructed on the premises for aeronautical activities as defined by the FAA and confirmed by the Minot Airport Director. This shall include the storage of active aircraft and the maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of inactive or nonoperational aircraft. The determination as to whether aircraft is active or operational, or whether it is being stored for an indefinite period of time, shall be made by the Minot Airport Director. The use of the Premises must, at all times, be in compliance with the City's Minimum Standards for Commercial and Aeronautical Operations ("Minimum Standards") as adopted by the City and as may be amended from time to time.

As of the date of the execution of this Agreement, Lessee plans to use this Premises for the following aeronautical activities:

- a. Storage and maintenance of active aircraft, but not the indefinite storage of inactive or nonoperational aircraft, all of which must be either owned, leased, or in the care of the Lessee;
- b. Administrative functions related to Lessee's aeronautical activities;
- c. Pilot and crew operations related to Lessee's aeronautical activities;
- d. Storage of aeronautical parts and related equipment, but not the indefinite storage of parts and equipment; and
- e. Staging area for vehicles/equipment needed for emergency operations.

If Lessee plans to use this Premises for any aeronautical activities other than the ones listed above, they must first receive permission to do so in writing from the Airport Director. If Lessee plans to use the Premises for aeronautical activities other than those listed above for a period longer than 60 days, they must first receive permission to do so from the City Council. If Lessee uses the premises for activities other than the aeronautical activities listed above without first obtaining permission in writing from the City in accordance with this paragraph, their failure to obtain permission shall be considered a material breach of this lease.

Aircraft must be removed from any structure if fueling and/or defueling operations are conducted on the Premises. Aircraft maintenance conducted on the Premises shall be accomplished in accordance with Minimum Standards, City Building and Fire Codes, and adopted rules and regulations.

The City and Lessee will cooperate in developing appropriate plans in the event a future change in the Minimum Standards requires a change to the Premises.

City may, at any reasonable time, contact the Lessee to conduct an inspection to confirm compliance with the terms of this lease, including an inspection to confirm they are using the Premises for an aeronautical purpose.

- 9. **Parking:** The Premises may be used for vehicle parking of business-related automobiles, trucks, vans, trailers and similar vehicles without the payment of any additional fees to the City.
- 10. **Signs:** Lessee may install ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost, provided, however, that the Lessee or its designee has obtained both the City's permit approval and the Airport Director or designee's prior written approval as to the size, type, design and location of these signs or other corporate identification prior to installation.

11. Right to Amend: If the Federal Aviation Administration ("FAA") or its successor, requires modifications or changes in this Lease as a condition precedent to granting funds for Airport improvements, Lessee may either: (A) consent to the amendments, modifications, or changes of this Lease as may be reasonably required and to incorporate such required changes into an amendment to this Lease; provided that Lessee will not be required to pay increased Rent or change the use of the Premises or accept a relocation or reduction in size of the Premises until Lessee and the City have fully executed an amendment to this Lease that is mutually satisfactory to all parties; or (B) terminate this Lease as of the effective date of the modifications or changes to this Lease, with no further obligations to City. Lessee shall have thirty (30) days from the date they receive notice of the FAA required modifications or changes in this Lease to advise the City in writing of its election of either A or B as set forth in the preceding sentence. If Lessee fails to deliver notice of its election within thirty days, the City may terminate this Lease as of the effective date of the modifications or changes to this Lease and give notice of termination to the Lessee.

12. Subordination to U.S.A./Federal Aviation Administration/Department of Homeland Security Requirements: This Lease shall be subject and subordinate to the provisions of any existing or future agreement between City and the United States of America, or the State of North Dakota, or any agency thereof, relating to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development or operation of the Airport. Lessee shall remain compliant with current and future security rules and regulations and policies of the FAA, the Department of Homeland Security, or any other governmental body having jurisdiction over the Airport.

13. Development of Premises: All plans and specifications for Lessee's development of Premises and all renovations, remodeling, refurbishing and construction upon the Premises must meet all fire, building, and other applicable City, state and federal regulations and code requirements. Lessee shall be solely responsible, without any cost or expense to the City, for obtaining required approvals and permits and City building permits, and for paying all approval and permit fees associated with the development. Upon final completion and acceptance of the Improvements by the City, Lessee must provide one set of as-built plans and one electronic copy of the record documents to the Airport Director, who will keep one set of plans on file at the Airport Director's office. Lessee shall also provide compliant as-built plans to the City.

Lessee must keep said documents current, by providing one set of "as-built" plans and one electronic copy of all record documents showing any alteration in excess of twenty five thousand dollars (\$25,000) to the Premises during the term of this Lease to the Airport Director, which plans are to be attached to this Lease in the same manner as provided for the original plans and specifications. No substantial changes or alterations shall be made to said plans or specifications after initial approval by the City without further written approval by the Airport Director.

Lessee will be responsible for arranging and paying for, at its sole cost all utility connections

to the Premises, including but not limited to electricity, natural gas, propane, water, sewer, telecommunications and/or refuse service use associated with the development of the Premises and subsequent operations. Utility usage will be billed directly to the Lessee and payment will be the sole responsibility of the Lessee. Moreover, charges for said utilities, services and installation thereof shall be paid by Lessee promptly and before any penalty is assessed against Lessee due to non- or late payment.

The Lessee and contractor will coordinate placement of the facility, design, and construction with the City prior to the commencement of construction.

Lessee shall be responsible for causing the Premises, adjacent properties, and the Airport infrastructure to be maintained in good order and condition during construction and upon completion of the Improvements in accordance with commercially reasonable standards at no cost to the City.

During the construction of the Improvements, the Airport Director or designee may enter upon the Premises during normal business hours and make inspections as may be necessary to ensure that the construction of the Improvements is performed in accordance with the requirements of this Lease and in accordance with the submitted plans and specifications.

During this Lease, Lessee shall, subject to the terms and conditions of this Lease, have the continuing right to remodel, renovate, and refurbish the Premises subject to the submission of a written request and a complete set of plans to the City and after obtaining the appropriate building permits and approvals and the prior written consent of the City, which consent shall not be unreasonably withheld.

In the event a lien is attached to the Premises or Lessee's leasehold interest, Lessee shall satisfy and remove any such lien within ten (10) calendar days of notice of such lien. Lessee shall notify the City in writing immediately upon the receipt of such notice of a lien being filed and within twenty-four (24) hours of the removal of such lien.

In the event of any foreclosure by any lender, financing agency, or guarantor of its lien or liens on the Improvements constructed by Lessee, fixtures, or trade fixtures located on the Premises, said lender, financing agency, or guarantor succeeds hereunder to all rights, privileges, and duties of Lessee, including without limitation paying Rent, as if said lender was originally named Lessee herein, and said lender, financing agency, or guarantor will have a reasonable time after the date of foreclosure [not less than three hundred sixty five (365) calendar days] to sublease any available Improvements.

Lessee covenants that all construction, including all workmanship and materials, will be of the same quality as materials used to construct other buildings used for the same or similar purposes already constructed on the Airport property.

After completing construction of improvements on the Premises, Lessee must certify to the Airport Director that the Improvements were completed according to the approved plans and specifications and that Lessee has complied with all applicable federal, state, and local

laws, and regulations.

Lessee must include in all construction contracts entered into, a provision requiring the contractor, or in the alternative, Lessee, to indemnify, hold harmless, defend and insure City, including its officers, agents, elected officials, and employees, against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the contractor's or its agents' presence on the Premises or the Airport and performance of any or all of the construction work thereon, whether the claims and demands made are just or unjust, unless same are caused by the negligence or willful act of City, its officers, agents, or employees. Lessee must furnish or require the contractor to furnish insurance as required in Paragraph 21 herein.

- 14. Repair and Maintenance:** Lessee, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises in a commercially reasonable condition and in safe repair and shall make any and all repairs and replacements necessary to remedy defects of a structural nature. Lessee shall provide maintenance to keep the interior and exterior of the Premises in a clean, attractive and sanitary condition at all times. Lessee is responsible to maintain all concrete and asphalt within the Premises. The Lessee shall develop a Snow/Ice Removal Plan for the Premises in conjunction with the City and review and submit it annually to the City. The City will remove snow from the taxi lane accessing the site.

Lessee agrees to remedy any repair and maintenance concerns raised by the Airport Director in writing within thirty days receipt of any such notice of repair. If Lessee disputes any repair and maintenance concerns raised by the Airport Director, he must deliver a written dispute of the same in writing to the City Manager, who shall place the topic on the next regular City Council agenda for discussion and direction from the City Council. If the City Council determines that the repairs and maintenance concerns raised by the Airport Director are warranted, Lessee shall either make arrangements to address the repairs and maintenance concerns or, in the alternative, make arrangements to surrender the Premises to the City within 90 days or such other time frame as can be negotiated in writing by the Parties.

- 15. Hazardous Substances:** Lessee shall comply, and shall require any sublessee to comply with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the Hazardous Substances governed by and transported in full compliance with the transportation laws of the state or federal government, Lessee must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Lessee determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring

which affects or threatens to affect the Premises, or the persons, structures, equipment, or other property thereon, Lessee must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Airport Director or designee as required by law or regulation.

Lessee shall keep a readily accessible file of Materials Safety Data Sheets (MSDS) for each Hazardous Substance on site or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any City employee or Airport tenant who responds to report of a discharge of a Hazardous Substance on the Premises.

Lessee will cause prompt remediation and the payment of all costs associated with any action or inaction of Lessee that directly or indirectly prevents the Airport from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event Lessee fails to fulfill this obligation following written notice and a reasonable cure period, City may perform any such remediation and the direct and indirect cost of such action shall be invoiced to the Lessee plus a fifteen percent (15%) administrative fee. Payment of such charges is due and payable upon demand. The rights and obligations set forth in this Paragraph shall survive the earlier expiration or termination of this Lease.

16. Nondiscrimination/Affirmative Action/Americans with Disabilities Act (ADA):

- a. Nondiscrimination – General- Lessee for itself, its hangar construction contractor and subcontractors, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof covenants that:
 - i. no person on the grounds of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the Premises;
 - ii. in the construction of any Improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, sexual orientation, marital status, disability, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination.
- b. Nondiscrimination - Business Owner - This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Lessee for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

- c. Remedy for Breach – If Lessee is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Premises, retake possession thereof and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.
- d. Affirmative Action – If the Premises are used for a commercial activity, Lessee shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide:
 - i. that no person on the grounds of race, creed, color, religion, sex, age, national origin, disability, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E;
 - ii. that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart;
 - iii. that third parties otherwise retained by Lessee or its designee shall provide similar assurances to Lessee or its designee to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E.
- e. Lessee or its designee at no expense to the City shall comply with any applicable requirements of the ADA as it may be amended, with respect to the Premises.

17. Compliance with Laws:

- a. General - Lessee covenants to promptly observe, comply with, and execute, and shall cause any sublessee to promptly observe, comply with, and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied following written notice and a reasonable cure period, may be cause for City's exercising its rights under Paragraph 18 of the Lease. During any period of Lessee's or any sublessee's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction, as long as Lessee or sublessee is in compliance with the terms and conditions of this Agreement, any such challenge shall not be deemed a breach of this Lease.
- b. Federal - Lessee shall comply and shall require any sublessee to comply with all

applicable Federal laws, rules, and regulations, including without limitation the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act, and any other acts that the U.S. Congress passes that apply to the uses and operations at the Premises.

- c. State - Lessee shall comply with all applicable state laws, rules, and regulations of the State of North Dakota.
- d. Local - Lessee shall comply with all applicable City of Minot ordinances, and rules and regulations promulgated by the City and the City's Rules and Regulations.

18. Termination:

- a. Termination By Lessee – Subject to Subparagraph 18D, and without limiting any other rights and remedies to which Lessee may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Lessee at any time after the happening, and during the existence, of one of more of the following events:
 - i. The City's permanent abandonment of the Premises at the Airport;
 - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least one hundred fifty (150) calendar days;
 - iii. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises, that continues for at least one hundred fifty (150) calendar days;
 - iv. The default by the City in the performance of any covenant or obligation on the part of the City to be performed, and the failure of the City to remedy the default for sixty (60) calendar days after receipt from Lessee of written notice to remedy the same; or
 - v. Lessee's decision to terminate the Lease as provided in Paragraph 11(B) of the Lease.
- b. **Termination by City:** Subject to Subparagraph 18D, and without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by City if Lessee:
 - i. Is in arrears in paying the Rent, fees, or other charges due under this Lease for thirty (30) calendar days after written notice, or such other time as may be provided herein;

- ii. Makes a general assignment for the benefit of creditors;
 - iii. Abandons the Premises. "Abandon" shall mean failing to use the Premises for a period in excess of one (1) year without notice to or coordination with the City. "Failure to Use the Premises" shall be interpreted as failure to conduct the agreed upon aeronautical uses as set forth in Paragraph 8 of this Lease. Failure to furnish utilities to the building in excess of one (1) year will be considered prima facie evidence of abandonment by the Lessee.
 - iv. Otherwise defaults in the performance of any of other material covenants of this Lease and continues the default for thirty (30) calendar days, or such other time as may be provided herein, after receipt of written notice from the City of the default. If the default cannot reasonably be cured within said thirty (30) calendar days or within any other time as set out in the notice of default, Lessee shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.
- c. **City's Right to Entry Upon Termination:** If City terminates this Lease or if Lessee abandons the Premises, the City may enter upon the Premises. In the event of termination by the City, the Airport Director or designee may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Lessee. In the case of default, if Lessee fails to remove any of its property on the Premises within thirty (30) calendar days following the written notice of default, City may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Lessee, with the surplus, if any, to be mailed to Lessee at the address herein designated. If City terminates the Lease and re-enters the Premises, the City may relet the Premises and if a sufficient sum is not realized, after paying expenses of the reletting, to pay the Rent and other sums agreed to be paid by Lessee, Lessee agrees to pay any deficiency within thirty (30) calendar days after City's written demand therefore. Lessee further agrees to hold harmless and indemnify City including its officers, agents, elected officials, and employees against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the negligence or willful misconduct of City or its employees.
- d. **Notice of Termination:** If an event of material default occurs, and after due written notice identifying the default, the defaulting party has failed to cure or failed to commence to cure as called for in the notice of default, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) business

days after the postmarked date of the notice.

- e. **Partial Destruction:** If the Premises, the Airport facilities, or the facilities reasonably necessary to operate Lessee's business are partially damaged, due to acts of God or other acts outside the control of the Lessee or City, to the extent that Lessee cannot use the Premises for its intended use, then, at Lessee's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Lessee and City will mutually agree on a time period for Lessee to repair the damages to the Premises or Improvements, or on a time period for the City to repair the damages to the airport facilities. If the Lease is terminated or suspended, as provided for herein, the Rent will be abated from the date of the casualty until the effective date of termination or the repair of the Premises, Improvements, or airport facilities, as applicable; provided however, Lessee as the case may be, must use its insurance proceeds to either replace the Improvements or remove all traces of the improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Lessee, as the case may be. The Airport Director is the sole judge of the extent of damage to the Airport Facilities.

19. Property Rights upon Expiration or Termination:

- a. **Removal of Building and Equipment:** Upon the expiration or earlier termination or expiration of this Lease, City shall, by written notice to the Lessee, permit any Lessee to remove the building and any and all removable furniture, fixtures and equipment and other personal property installed or furnished by the Lessee, so long as it removes same within the time period set forth in the notice, but in no event more than seven (7) calendar days after termination or expiration of the Lease. The City may require any damage to the Premises caused by any Lessee's removal of its property to be repaired at the Lessee's expense within fifteen (15) calendar days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of the Airport Director. Any fuel storage facilities installed by Lessee must be removed and any required remediation completed prior to vacating the Premises, regardless of circumstances. In the event Lessee does not perform such removal and remediation in compliance with this Agreement, City may contract for such removal and remediation and the direct and indirect cost of such, plus a fifteen percent (15%) administrative fee, will be the sole responsibility of the Lessee and shall be due and payable upon demand.

Notwithstanding the foregoing, if any Lessee fails to remove its building or any removable furniture, fixtures and equipment within seven (7) calendar days after the date determined in the notice, the Airport Director, may at its option, take title to the said property and sell, lease or salvage the same, as permitted by law. Any net expense City incurs in disposing of the any Lessee's personal property shall be billed to the Lessee. The City will provide a written itemized breakdown of the costs recaptured, if any, by the sale, lease or salvage of the property, and the balance due, which is expected to be paid by the Lessee upon receipt of said itemized breakdown.

- b. **Renewal or New Lease - Do Not Remove Equipment:** If City and Lessee exercise Option Terms or negotiate a new Lease after the expiration or earlier termination of this Lease, there shall be no requirement to remove its building, furniture, fixtures and equipment from the Premises.
- c. **Improvements Revert to City:** Except for the right of any Lessee to remove its building or personal property (subject to this Paragraph 19), at the termination of the Lease as called for herein, all permanent buildings and improvements placed or constructed on the Premises by Lessee may be removed in accordance with **Paragraph 19 subparagraph A and subparagraph E** or the buildings and improvements will revert to City. If any of the buildings and improvements are in a derelict condition and the City must spend taxpayer funds to either remove or repair the same, the Lessee shall be liable for and must compensate the City for any removal or repair fees to either remove or repair the derelict conditions within 30 days of their receipt of a written invoice detailing such fees.
- d. **Holdover:** Any holding over by Lessee of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy at sufferance, at a monthly Rent determined at the sole discretion of the City, and subject to surrender upon thirty (30) calendar days' prior written notice.
- e. **Removal of Improvements and Redelivery of Premises:** Upon the expiration or earlier termination of this Lease, Lessee shall deliver the Premises to City peaceably, quietly and in as good condition as the same now are or may be hereafter improved by the Lessee, normal use and wear thereof excepted. The Improvements thereon or at the discretion of the City shall be removed by the Lessee at its sole expense and the ground returned to its original condition within the timeframe as indicated in Paragraph 19 subparagraph A. In addition to a landlord's lien provided by the law of the State of North Dakota, the City has a contractual lien on all property of the Lessee on the Premises as security for nonpayment of Rent.

20. City Obligations:

- a. To operate the Airport as a public airport during the Lease Term, subject to the assurances given by City to the United States Government.
- b. To make water, gas and wastewater service available to the Premises property on the same basis as it is made available to all business operating at the Airport. Lessee must promptly pay in full all utility usage charges for water, gas, wastewater, electricity and other utilities supplied to the Premises during the Lease Term as the charges become due and payable.

21. Insurance:

- a. During the term of this Lease, Lessee shall maintain General Liability, Aviation and other required coverages as described herein, with limits equal to the City's current

base insurance requirements as shown below, or as the same may be amended from time to time, against liability arising out of this Agreement, or the use, occupancy, or maintenance of the Premises and all areas appurtenant thereto, for property damage, bodily injuries, or deaths of persons occurring in or about the Premises, not necessarily caused by aircraft, or in or about the Airport if caused by the act or omission of Lessee or those for whom Lessee is responsible. In addition, any independent contractor(s) that Lessee may hire shall have limits at least equal to the City's then current base insurance requirements as shown below, or as the same may be amended from time to time. City will provide Lessee with a six (6) month notice as well as a mutually agreed upon length of time within which to comply if the City's base insurance requirements are amended. Lessee shall provide copies of its current Certificates of Insurance for the General Liability, Aviation and other required coverages prior to execution of the Lease, and again annually as the Certificates are renewed through the term(s) of the Lease.

- i. Workers' Compensation (If employees of Lessee are present at Premises):

Medical	Statutory Coverages with "all states" endorsement
Employers' Liability	\$1,000,000 each accident \$1,000,000 Disease Policy Limit \$1,000,000 Disease Each Employee
- ii. General Liability:
Includes: Premises, Completed Operations, Product Liability, XCU coverage and Independent Contractors coverage, Contractual Liability (covering the indemnity included in this Agreement) and apply on a per occurrence basis.

Generate Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal Liability for each occurrence	\$300,000
Property Insurance	TBD Based on Building Value
- iii. Automobile Liability:

Combined Single Limit Liability	\$1,000,000
To Include Hired and Non- Owned autos	
- iv. Aviation Liability Insurance (recommended) \$100,000 per occurrence
- v. Excess or Umbrella Liability:

General Aggregate	\$1,000,000
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- b. Lessee must cause certificate(s) of insurance to be provided to the Airport Director

prior to the initial execution of this agreement and annually, thirty (30) calendar days prior to the annual anniversary date of the Effective Date of the Lease, which shows the level and type of insurance. The issuer of the certificate of insurance must provide the City thirty (30) calendar days written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies) as it relates to this agreement.

- c. Both parties will annually assess the level and types of insurance required by the Lease. The City can reasonably increase or decrease the level or types of insurance by giving Lessee notice no less than sixty (60) calendar days prior to the annual anniversary date of the Effective Date of the Lease. Lessee shall have thirty (30) calendar days to procure the changed insurance and provide written proof of insurance to the Airport Director.
- d. All insurance required by this Lease must be primary insurance and not in excess of or contributing with other insurance which Lessee or its designee may carry. All policies must name City as an additional insured. Lessee shall execute a waiver of subrogation in favor of the City and the Lessee shall name the City as loss payee on the property policy. The applicable insurance policies required by this Lease, must apply separately to City as if separate policies had been issued to Lessee and the City. The amounts of all required insurance policies must not be deemed a limitation of Lessee's covenant to indemnify City, and if Lessee or City becomes liable in an amount in excess of the amount(s) of said policies, then Lessee must indemnify City from the whole thereof, except in the event of negligent or willful misconduct on the part of City, its officers, or employees.

22. Indemnification:

- a. **General:** To the fullest extent permitted by law, Lessee shall indemnify, hold harmless, defend and insure the City, its officers, agents, elected officials, contractors, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) for reason of damage to property, or bodily injury or death of any persons, which may be brought, alleged, or imposed against the City, its officers, agents, contractors, or employees arising directly or indirectly from or in any way connected with
 - i. Lessee's or Lessee's guests', agents' or employees' presence on the Premises or the Airport;
 - ii. Lessee's or Lessee's guests', agents or employees' performance of services authorized under any agreement with City; or,
 - iii. In any way arising out of Lessee's occupation of the Premises or from its operations on the Premises and on the Airport generally, excepting

only that liability as may result from the negligence or the willful misconduct of the City, including its officers, agents, and employees. Lessor shall also be held harmless for damage to the Lessee's property for any loss occasioned by fire, theft, rain, windstorm, hail, or from any other cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any aircraft, automobile, personal injury, parts, or surplus that may be located or stored in hangars, aprons, field, or any other location at the airport,; and Lessee agrees that the aircraft and contents are to be stored, whether on the field or in the hangar, at Lessee's risk. The rights and obligations set forth in this Paragraph shall survive the termination of this Lease.

- b. **Special Claims:** Lessee agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City, including its officers, agents, elected officials, contractors, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Lessee, including but not restricted to attachments, liens or levies, and whether or not the claim is asserted by any party other than Lessee against the City, including its officers, agents, and employees or the Premises or improvements thereon or part thereof, or monies owing to the City.
- c. **Notice:** Lessee shall take commercially reasonable steps to provide the Airport Director with reasonable communication of and updates respecting any matter under which Lessee is currently indemnifying Lessor or any matter that would reasonably be expected to qualify for indemnification as set forth in this Paragraph 22.
- d. Lessee shall defend, indemnify and hold the City harmless from any claim or liabilities as a result of Lessee's failure to procure and to keep in force the insurance required in this Lease.
- e. Nothing in this Lease shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under federal or North Dakota law.
- f. The provisions of this Paragraph shall survive expiration or earlier termination of this Lease. The furnishing of the required insurance shall not be deemed to limit Lessee's obligation under this Paragraph.

23. Rights to Sublease and Assignment: Lessee has the right to sublease any or all of the Premises; however, Lessee must ensure that any sublessee abides by the terms and conditions of this Lease.

The Lessee shall not assign or transfer this Lease or any right of leasehold interests granted to it by this Lease, or sublet or otherwise transfer any interest in or to the Premises, without the prior written consent of the City, except the Lessee may assign and transfer this Lease

without such consent in its entirety to a parent corporation, a subsidiary corporation, or a successor corporation. The consent to subleasing any or all of the Premises or for assignment or transfer of this Lease will not be unreasonably withheld.

- 24. Notice:** Notices are sufficient if in writing and sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service with proof of delivery, or by facsimile (followed by written notice confirmed by mail or other delivery service, as addressed below:

If to the City:

Airport Director
Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703
Office: (701) 857-4724

If to the Lessee:

Flying S Real Estate, LLC
C/O Howard Reeve
2900 72nd St SW
Minot, ND 58701

Or to any other address that may be designated in writing from time to time.

25. GENERAL PROVISIONS:

- a. Mineral Rights:** City expressly reserves all water, gas, oil and mineral rights in and under the soil beneath the Premises, but testing for and/or removal of any such gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.
- b. No Waiver of Forfeiture:** Any failure or neglect of City or Lessee at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Lessee's right thereafter to declare a forfeiture for like or other or succeeding breach or default.
- c. Force Majeure:** Neither City nor Lessee will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of Force Majeure. Force Majeure means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Lessee pursuant to this Lease and the obligation of City to deliver the Premises.
- d. Quiet Enjoyment:** City covenants that it has the City to execute this Lease, that at commencement of the Lease, City has good title to the Premises and that throughout

the term hereof, Lessee will have peaceful and uninterrupted possession of the Premises subject to Lessee's payment of Rent and other charges and to its performance of the covenants of this Lease. City agrees to remedy any violation of quiet enjoyment caused by City or one of the other tenants and to honor Lessee's tenancy for the term of the Lease.

- e. **Minimum Standards and Rules and Regulations:** The City has adopted and will enforce Minimum Standards and reasonable rules and regulations to be uniformly applied to similar uses and users of similar space, which Lessee agrees to observe and obey with respect to the use of the Premises and the, and the health, safety and welfare of those using the Premises and the health, safety, and welfare of those using the Premises. The Minimum Standards and rules and regulations may be amended from time to time following notice to Lessee.
- f. **Law and Venue:** This Lease shall be construed and enforced in accordance with the laws of the State of North Dakota. Any lawsuit filed to interpret any of the terms and conditions of this lease shall be filed in a District Court located in Ward County, North Dakota.
- g. **No Third-Party Benefit:** No provision of this Lease creates a third-party claim against the City, the City, or the Lessee beyond that which may legally exist in the absence of any such provision.
- h. **Taxes and Licenses:** Lessee must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold improvements, or operations hereunder and upon Lessee's rights to use the Premises, whether the taxes are assessed against Lessee or City, prior to the past due date. Lessee shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Lessee, any sublessee or City. Lessee must obtain and pay for all licenses or permits necessary or required by law for the construction of improvements and must require any sublessee to must obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. If Lessee or any sublessee wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Lessee or sublessee diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Lessee shall cause any taxes not being contested to be paid prior to the past due date.
- i. **Trash and Refuse:** Lessee must: arrange for the collection and lawful disposal of all trash and other refuse resulting from operations on the Premises either by Lessee itself or by an authorized licensed hauler authorized by the City of Minot; provide and use suitable sealed fireproof receptacles approved by City for all trash and other refuse generated by the use of the Premises; prohibit piling of boxes, barrels or other similar items in or within view from a public area; comply with all applicable laws

and regulations relative to trash disposal; and pay or cause to be paid the costs associated with trash removal and disposal.

- j. Terms Binding on Successors and Assigns:** All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Lessee and City.
- k. Estoppel:** Both parties agree that at any time and from time to time at reasonable intervals, within fifteen (15) business days after written request by the other party, said party will execute, acknowledge and deliver to the party designated by the other party, a certificate in a form as may from time to time be provided, certifying to the extent true and correct the following, as well as any other provision reasonably requested by the other party: (a) that Lessee has entered into occupancy of the Premises and the date of said entry if requested; (b) that this Lease is in full force and effect, and has not been assigned, transferred, modified, supplemented, or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between City and Lessee as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) to the knowledge of the signor of said writing, all conditions under this Lease to be performed by City, if any, have been satisfied (and if not, what conditions remain unperformed); (f) that to the knowledge of the signor of said writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no then existing defense or offsets against the enforcement of this Lease by City, or instead specifying each default, defense or offset of which the signor may have knowledge; and (g) the amount of Rent or other charges, if any, that has been paid in advance and the amount of security, if any, that has been deposited with City.
- l. Radio Antenna:** Subject to the City's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Lessee or any sublessee, as the case may be, may furnish and install at its own expense, a radio antenna either adjacent to the Improvements or on the roof of the Improvements on the Premises subject to:

 - i.** Any and all federal, state and local laws, ordinances, statutes, rules, regulations and orders applicable thereto;
 - ii.** Lessee, as the case may be, obtaining any and all building and other permits, licenses and other approvals with respect thereto;
 - iii.** The antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; and

- iv. Any and all costs of maintaining and operating the same must be paid entirely by the Lessee.

Upon the expiration or earlier termination of this Lease as identified herein, Lessee shall cause the removal of the antenna(s) and the restoration of any damage to the Improvements and Premises caused by the installation and/or removal thereof. Lessee shall be responsible for all costs for the repair and maintenance of said installation of the antenna.

- m. **Severability:** Each provision, paragraph, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, paragraph, section, sentence, clause, phrase, and/or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.
- n. **Voluntary and Knowing Action:** The parties, by executing this Lease, state that they have carefully reviewed this Lease and understand fully the contents hereof; that in executing this Lease they voluntarily accept all terms described in this Lease without duress coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- o. **Authorized Signatories:** The parties each represent and warrant to the other that (1) the persons signing this lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- p. **Open Records Statutes:** The City and Lessee agree to comply with North Dakota's Open Records Statutes as it applies to all information created, collected, received, stored, used, maintained, or disseminated regarding this Lease.
- q. **No Partnership, Joint Venture, or Fiduciary Relationship:** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Lessor and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.
- r. **Records - Availability and Retention:** To the extent applicable, the Lessee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Lessee and involve transactions relating to this Lease. The Lessee agrees to maintain these records for a period of six (6) years from the date of termination of this Lease.
- s. **Attorney Fees:** In the event litigation is required to enforce any term or condition of the Lease, the non-prevailing party shall reimburse the prevailing party for the

reasonable cost incurred in the enforcement of the Lease, including reasonable attorney fees.

- t. **Amendment or Modification:** This Lease may be amended or modified by an instrument of equal formality signed by the duly authorized representative of the respective parties. This Lease constitutes the entire Lease of the City and Lessee on the subject matter thereof, and notwithstanding any previous leases or amendments thereto which may have been in effect between the parties prior to the date of this Lease.

EXECUTED IN DUPLICATE ORIGINALS by the authorized representative of the parties.

City of Minot (Lessor)

Lessee: Flying S Reel Estate

Name: _____

Name: Howard Reeve

Signature: _____

Signature: [Signature]

Title: _____

Title: Owner

Date: _____

Date: 5-20-2026

Attest:

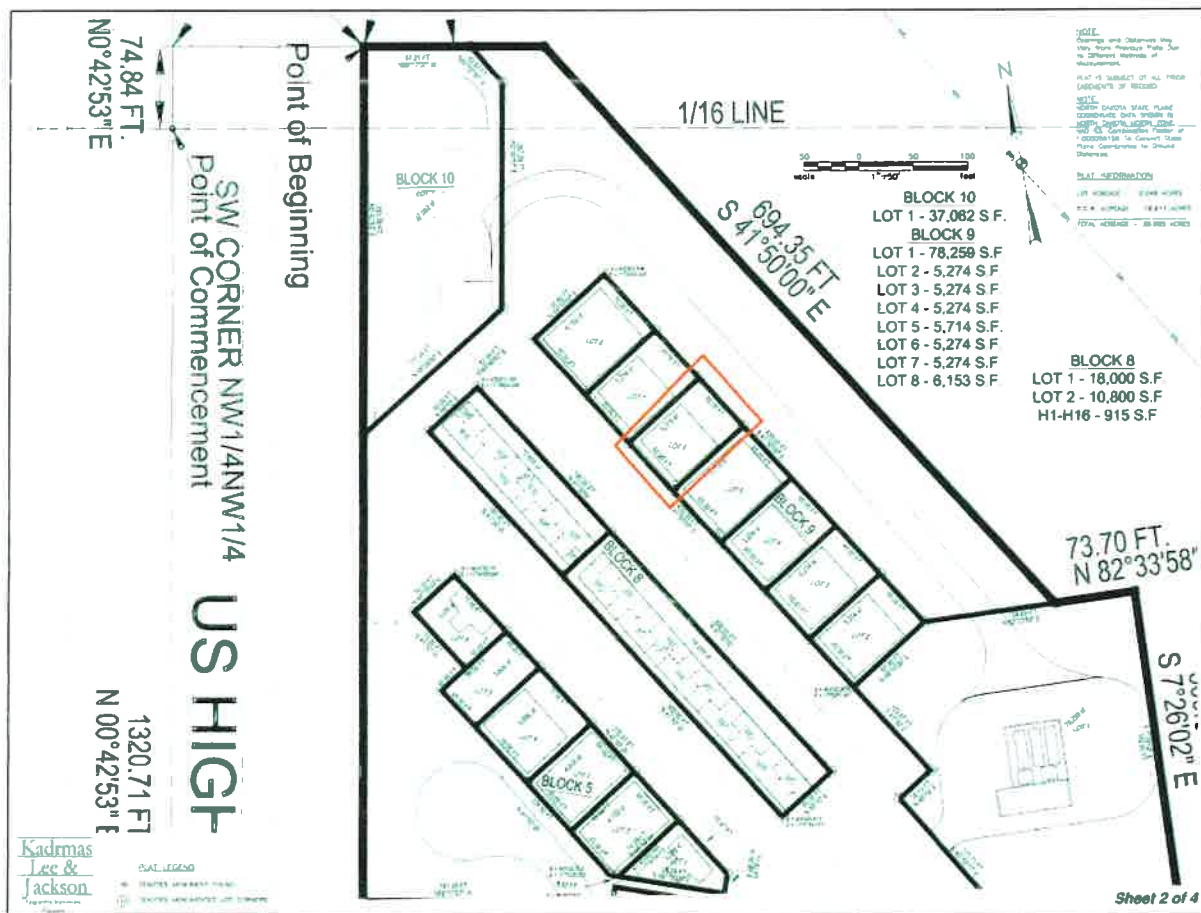
Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit A



FLYING S REAL ESTATE, LLC

Limited Liability Company - Business - Domestic



Request Certificate

<i>Filing Type</i>	Limited Liability Company - Business - Domestic
<i>Status</i>	Active
<i>Standing - AR</i>	Good
<i>Standing - RA</i>	Good
<i>Standing - Other</i>	Good
<i>Formed In</i>	NORTH DAKOTA
<i>Term of Duration</i>	Expires
<i>Initial Filing Date</i>	04/27/2005
<i>Expiration Date</i>	04/27/2035
<i>Principal Address</i>	2900 72ND ST SW MINOT, ND 58701-8828
<i>Mailing Address</i>	2900 72ND ST SW MINOT, ND 58701-8828
<i>AR Due Date</i>	11/16/2026
<i>Registered Agent</i>	HOWARD E REEVE 2900 72ND ST SW MINOT, ND 58701-8828



TO: Mayor and Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: June 15, 2026

SUBJECT: SEWER CONNECTION FEE - 8201 HIGHWAY 2 EAST (4944)

I. RECOMMENDED ACTION

It is recommended City Council revise the connection fee calculation for this lot based on 11.09 acres (the developable and serviceable area), resulting in a connection fee of \$41,997.83.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2011, following the completion of the North Minot Sanitary Sewer Study, the City Council set the North Minot Sewer Connection Fee at \$3,787 per acre. Since that time, any person wanting to connect into City sewer within that area is invoiced accordingly and the City must receive payment as part of the building permit process.

B. Proposed Project

Northern Plains Equipment is planning to build a commercial structure at 8201 Highway 2 East, which is located within the North Minot Sewer system. This industrial lot is approximately 33.66 acres, which calculates to a connection fee of \$127,470.42. Upon receiving this invoice, the owner reached out to the Engineering Department seeking a reduction to this fee.

C. Recommendation Detail

The owner, in consultation with their engineer, submitted a requested reduction in the connection fee for this lot, calculated on 11.09 acres instead of the full 33.66 acres of the parcel. This is based on the developable and serviceable area. There are portions of the parcel that are wetlands and portions that cannot be served by the existing gravity sewer system. This acreage results in a connection fee of \$41,997.83.

IV. IMPACT

A. Service/Delivery Impact:

Sewer connection fees are a way to allocate costs to specific new users, as opposed to across all users. The approved connection fee works well in most cases but occasionally projects require individual consideration.

B. Fiscal Impact

The connection fee was established to recoup costs associated with projects necessary to support sewer growth areas. This revenue is deposited into the water and sewer enterprise account and applied toward bond repayment. If not enough revenue is collected, utility rate adjustments will need to be made at some point to ensure the projects are paid.

VI. ALTERNATIVES

- 1) Do nothing. The connection fee would remain at \$127,470.42 for this lot.
- 2) Revise the connection fee for this lot to an acreage and/or dollar amount of your choosing.

PLAINS Ag

FOR THOSE WHO DEMAND MORE

EMPLOYEE OWNED

Border Plains Equipment

Williston ND * Stanley ND
Scobey MT * Glasgow MT

Central Plains Equipment

Burlington CO * Garden City KS * Goodland KS
Holyoke CO * Sharon Springs KS * Yuma CO

Northern Plains Equipment

Mandan ND * Minot ND
Garrison ND

West Plains Inc.

Beach ND * Bowman ND
Dickinson ND * Hettinger ND

Emily Huettl, P.E.
City of Minot
Assistant City Engineer
1025 31st Street SE
Minot, ND 58701

RE: Sewer Connection Fee – Lot 1, Great Plains Addition

Dear Ms. Huettl,

Northern Plains Equipment has received the sanitary sewer connection fee invoice for the proposed development of Lot 1, Great Plains Addition.

We respectfully request a reduction in the acreage used for the calculation of the connection fee due to the site conditions and development constraints further illustrated in the attached Exhibit 1.

The following conditions limit the developable and serviceable area of the property:

- The rear approximately one-half of the property is non-developable due to the presence of a stormwater detention facility and wetland area, both of which prohibit development.
- The eastern approximately 400 feet of the front portion of the property is planned for equipment display associated with our sales operations. This area will not contain structures requiring sanitary sewer service. Additionally, due to the elevation relationship between the existing sanitary sewer and the site elevations, this portion of the property cannot be feasibly served by a gravity sanitary sewer main.

Based on the specific site conditions and constraints described above and illustrated in the attached Exhibit 1, we respectfully request that the acreage used for the sanitary sewer connection fee calculation be reduced from 33.66 acres to 11.09 acres, resulting in a sanitary sewer connection fee of \$41,997.83.

Thank you for your consideration of this request. Please contact us if any additional information is needed.



Patrick Fisher
General Manager
Northern Plains Equipment
Patrick.Fisher@plainsag.com
701-282-7500

TRUST

TEAMWORK

QUALITY

SUCCESS



North Minot Connection Fee: \$3,787.00 per Acre

Lot Legal Info: Great Plains Addition Lot 1 33.66 Acres

Calculated Fee: \$127,470.42

Outstanding Fees:

Total: \$127,470.42

NON-BUILDABLE AREA:
734,348 SF
+/-16.86 ACRES

BUILDABLE AREA:
483,104 SF
+/-11.09 ACRES

AREA NON-SERVICEABLE
VIA GRAVITY SEWER MAIN:
248,647 SF
+/-5.71 ACRES

800' EXTENSION OF 8" SANITARY SEWER @ 0.40%
RESULTS IN SEWER INVERT OF 1630.17
WITH A COVER DEPTH OF APPROXIMATELY 3.2'

PROPOSED SANITARY SEWER MANHOLE
WEST INVERT: 1626.87

U.S.HWY 2

EXHIBIT 1
SANITARY SEWER CONNECTION FEE
LOT 1, GREAT PLAINS ADDITION
MINOT, NORTH DAKOTA

PROJECT No. 23602
DATE: 05.28.2026
REVISED:
DRAFTER: JJR
REVIEWER: JJR





TO: Mayor and Members of the City Council

FROM: Hannah Hornberger, Community Development Admin Asst.

DATE: June 15, 2026

SUBJECT: CASE #2026-46 - RADIO CITY SUBDIVISION 3RD 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 wishes to consolidate multiple lots into one lot.

B. Proposed Project

Lot 8, Block 1, Radio City Subdivision of a portion of the NW1/4SW1/4 of Section 36-155-83.

C. Recommendation Detail

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

IV. IMPACT

A. Service/Delivery Impact:

Combine 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.

Page 133 of 442

ORDINANCE NO. 6206

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: June 1, 2026

PASSED SECOND READING: June 15, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President

ORDINANCE NO. 6207

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 ordinance).

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

PASSED FIRST READING: June 1, 2026

PASSED SECOND READING: June 15, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, City Council President



TO: Mayor and Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: June 15, 2026

SUBJECT: BUDGET AMENDMENT - ASSET MANAGEMENT, PERMITTING, LICENSING, & GIS SOFTWARE UPDATE (4922)

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve the proposed software update project and authorize staff to negotiate final terms and conditions of the agreements;**
- 2. Authorize the Mayor to sign the agreements as negotiated by staff; and**
- 3. Approve the proposed budget amendment.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

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

Jason McKibben, IT Manager - Systems & Support, 701-857-4722

Jason Sorenson, Public Works Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2020, the City began working with Cityworks software as we transitioned our operations from mostly paper to almost entirely digital. Asset management has been live since 2022. Permitting and licensing has been live since 2024 and continues to expand. Our current software version is Cityworks 15.8.10. In 2026, funding has been budgeted to update to a newer version of the software - Cityworks 23. Since that plan was initially made, there have been changes to the software versions and sunseting/support. It no longer makes sense to update to Cityworks 23, when the vendor will only be supporting its newest version - Trimble Unity. Additionally, this software operates in tandem with our ESRI ArcGIS software. Our GIS is due for an update and this update is now required in order to move to Trimble Unity.

B. Proposed Project

Our software consultant has outlined a recommended sequencing, as outlined in the attached document. The City's planned changes to ArcGIS Enterprise, Parcel Fabric, Windows Server infrastructure, and Cityworks to Trimble Unity will be one coordinated modernization effort, not separate projects. These items are interdependent, and sequencing them correctly will reduce risk, avoid rework, and help present a clear roadmap for next steps. The attached draft letters of agreement outline the scope and fees. Staff are negotiating final terms and conditions, but the scope and fees will not change.

C. Recommendation Detail

Our 2026 budget accounted for updating to the Cityworks 23 version. Updating to the Trimble Unity version of the software is more costly because it is a bigger change. Trimble Unity is only offered as cloud-based SaaS (system as a service) and cannot be hosted on our servers. This is part of what makes it more costly to implement and also more costly on an annual basis, but it also greatly reduces required IT resources. Our existing on-premise Cityworks deployment requires internal IT resources to maintain availability, performance, and security. This places a growing operational burden on IT and constrains our ability to support competing departmental needs efficiently. While the annual cost is higher, the shift to a hosted platform introduces several important organizational benefits that provide meaningful value.

IV. IMPACT

A. Service/Delivery Impact:

These two pieces of software impact nearly every City department and a large swath of the public. Our ESRI ArcGIS houses data including our parcel fabric, utilities, roadway networks, zoning overlays, and much more. This information is displayed across many different maps and apps, both internally and publicly facing. They are routinely utilized by the public, particularly by contractors, realtors, developers, and others interested in infrastructure information.

Cityworks is utilized by sewer, water, storm, streets, and traffic for tracking and documenting inspections, service requests, and work orders. Cityworks also processes all building, plumbing, mechanical, sign, and right of way permitting, as well as contractor licensing. Additional permit and license types include remote alarm systems, taxi, parade, tobacco, liquor license and special event permits.

B. Fiscal Impact

To date, the software implementation and annual fees have been budgeted and paid through the general fund. The software update for 2026 was also budgeted through the general fund. With the water, sewer, and storm departments utilizing the software, it is appropriate for their enterprise fund to contribute financially. We are proposing that the budget amendment necessary to make up the current funding shortfall transfer funds from Water/Sewer/Storm Reserves to the Engineering Department's account in order to fund the software update. The budget amendment is for \$135,000 to cover the current shortfall plus contingency for the project. Going forward in

2027, the annual cost will also be split between general fund and enterprise fund.

	Costs	Currently Available Funding	Δ
Step 1 - Stabilize GIS Platform	\$ 14,420.00		\$ (14,420.00)
Step 2 - Modernize Parcel Workflows	\$ 40,305.00	\$ 40,100.00	\$ (205.00)
Step 3 - Build Future-State GIS Environment	\$ 25,110.00		\$ (25,110.00)
Step 4A - Implement Trimble Unity	\$ 164,572.75	\$ 105,000.00	\$ (59,572.75)
Step 4B - Tyler Integration - UB	\$ 77,700.00		\$ (77,700.00)
Step 4C - Tyler Integration - Cashiering	\$ 10,000.00		\$ (10,000.00)
Step 5 - Cut Over and Retire Legacy Systems	\$ 11,150.00		\$ (11,150.00)
Lidar Contract Cost Savings		\$ 12,453.34	\$ 12,453.34
Cityworks Support		\$ 15,000.00	\$ 15,000.00
GIS Support		\$ 8,000.00	\$ 8,000.00
Original Tyler Integration		\$ 39,880.00	\$ 39,880.00
	\$ 343,257.75	\$ 220,433.34	\$ (122,824.41)

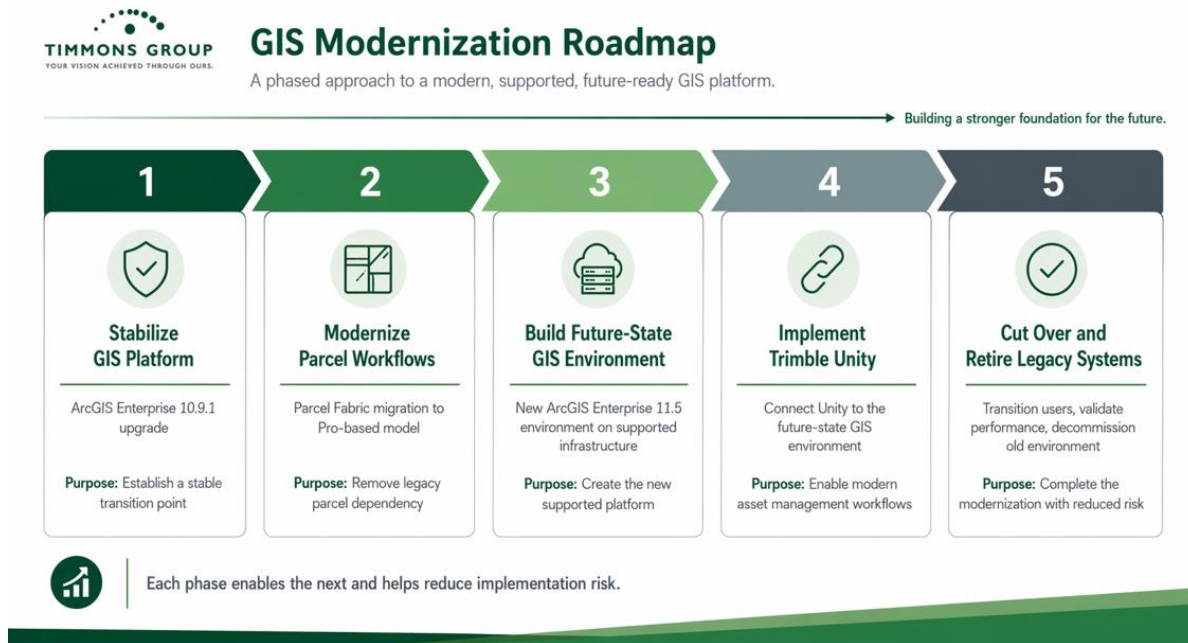
VI. ALTERNATIVES

- 1) Do nothing. Our software becomes unsupported. In addition to not being able to update software features, we will also not have security updates which leave our system vulnerable.
- 2) Wait until 2027 to budget additional funds. This puts our project even further behind schedule. Going through this five-step process to update Trimble Unity and ESRI GIS is going to take many months and the sooner it can start the better.

Recommended Sequencing for GIS and Related Platform Changes

The City's planned changes to ArcGIS Enterprise, Parcel Fabric, Windows Server infrastructure, and Cityworks to Trimble Unity Maintain should be treated as one coordinated modernization effort, not as separate projects. These items are interdependent, and sequencing them correctly will reduce risk, avoid rework, and help the City present a clear roadmap and funding path to leadership.

Recommended sequence



1. Upgrade ArcGIS Enterprise from 10.8.1 to 10.9.1

This should occur first as it moves the City off an outdated platform and creates a more stable bridge for later work. Version 10.9.1 provides a utility to support conversion from ArcMap-based services to ArcGIS Pro services, which is important for the parcel fabric transition.

2. Upgrade Parcel Fabric from ArcMap to ArcGIS Pro

Parcel Fabric is the primary remaining legacy GIS (ArcMap-dependent) workflow. Addressing it early removes a legacy dependency before the City upgrades other components. This will also require adjustment of parcel publishing workflows.

3. Build New ArcGIS Enterprise 11.5 Environment on New Infrastructure

Rather than trying to perform every change in place, the preferred approach is to stand up a separate future-state environment. This allows the City to improve architecture, update server operating systems, validate performance, and reduce production risk before cutover. The City's IT staff indicated no concern with this approach and noted flexibility around provisioning new VMs.

4. Implement Trimble Unity + Integrate with Future-State GIS Environment

Trimble Unity requires ArcGIS Enterprise version 11.1+. There is an interdependency between GIS modernization and the Cityworks-to-Unity transition. Connecting Unity to the new GIS platform in pre-production avoids a fragile "same day" dependency and reduces the chance of disrupting current operations.

5. Cut Over, Validate, and Retire Legacy Systems

Once the new environment and integrations are tested and stable, the City can transition users and workflows to this new environment, allow for a short stabilization period, and then decommission the old environment. This phase involves a structured approach and well timed changes to networking and application configurations to minimize end-user down time.

Note: *the new GIS environment must be set up to enable GIS integration with the new Trimble Unity software (which is not compatible with legacy versions of ArcGIS Enterprise). Additionally, the old GIS environment must remain online and fully functional during the Trimble Unity implementation in order to ensure business and workflow continuity in the existing version of Cityworks (which is not compatible with the target state version of ArcGIS Enterprise). **Both GIS environments must be operational in parallel until the Trimble Unity implementation is complete** and the organization is ready to cutover the users, data, and processes to the new target state GIS and Trimble Unity platforms simultaneously.*

Why this sequence is recommended

This sequence is recommended because it addresses immediate lifecycle risk, resolves legacy technical dependencies in the right order, and avoids unnecessary duplication of effort. Windows Server 2016 is approaching end of life, ArcGIS Enterprise 10.8.1 is already behind the supported lifecycle, and Trimble Unity requires a more modern GIS platform. Trying to address these items piecemeal would increase the risk of downtime, compatibility issues, and avoidable rework.

Executive takeaway

The recommended path is a phased modernization approach to upgrade the current GIS platform, remove the remaining legacy parcel fabric dependency, build the future-state GIS environment, then complete the Trimble Unity transition integrated with the new GIS platform. This approach gives the City a logical sequence, clear justification for funding, and a lower-risk path to the desired end state.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Client	City of Minot, ND	Project Name	ArcGIS Enterprise Upgrade to 10.9.1
Contact	Aleesha Erickson GIS Coordinator aleesha.erickson@minotnd.gov 701-857-4131	Project Manager	Brock Ryan Brock.Ryan@timmons.com 404.313.2935
Address	10 3rd Ave SW Minot, ND 58701		

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to **the City of Minot, North Dakota** (the “Client”) named above according to the terms and conditions of this Letter of Agreement (the “Agreement”). We will proceed upon receipt of this signed Agreement.

SCOPE OF WORK & SCHEDULE OF SERVICES

Timmons Group will provide the services outlined in Attachment A – Scope of Work. Services will be provided on a **Fixed fee** basis. All work will be performed between **June 1, 2026, through August 31, 2026**, according to the timeline outlined in the scope of work. Timmons Group will **invoice the client monthly** according to the percentage of work completed in the preceding month.

Services will be provided in a timely and efficient manner. Timmons Group will keep you informed of the job status and any necessary modifications/addendums. Acknowledgement and acceptance of this Letter of Agreement constitutes Scope of Work and fee schedule acceptance by the **Client** and Timmons Group.

The attached SOW generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the Association that a variety of modifications / addendums / revisions to the defined SOW may be required, at various times during the performance of the SOW, to achieve desired Project results. Such modifications / addendums / revisions will be agreed to by both Timmons Group and the client and incorporated into the SOW. Significant alterations / deviations from the SOW will be incorporated by written addendum. Timmons Group shall submit invoices monthly for services provided during the previous month in order for those invoices to be processed within a thirty-day period.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒ **FIXED FEE** - Fees for this Agreement will be billed on an annual basis as a fixed fee per the Scope of Services in Exhibit A.

☐ **TIME AND MATERIALS**

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of six percent (6%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due.

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

[X] EXHIBIT A - SCOPE OF SERVICES

[X] EXHIBIT B - TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

Timmons Group will proceed upon receipt of this signed agreement. Should you have any questions, you can reach the Project Manager directly via the contact info provided above.

Timmons Group

Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

Attachment A – Scope of Work

ArcGIS Enterprise Upgrade (v. 10.8.1 to v. 10.9.1)

The City of Minot, ND is preparing to modernize its ArcGIS Enterprise system to prepare for subsequent updates to the Parcel Fabric and a planned implementation of Trimble Unity Maintain. This scope of work represents the first phase in a series of five (5) phases to complete this comprehensive technology modernization effort. As part of phase 1, Timmons Group will lead the upgrade process of ArcGIS Enterprise from version 10.8.1 to version 10.9.1, ensuring minimal disruption while providing thorough validation, documentation, and knowledge transfer to support a successful transition.

Project Scope

Initiation, Planning & Preparation

- Review schedule and task breakdown to align expectations and coordinate with IT and GIS operations
- Validate software versions, components, licensing, and dependencies
- Confirm upgrade preparedness, identify risks or blockers, and document the existing architecture
- Document any technical constraints that could prevent an in-place upgrade
- Implement phase gate for restructuring pricing based on actual findings (if necessary)

Upgrade

- Define backup and rollback procedures (GIS, IT, and DB tiers)
- Upgrade ArcGIS Enterprise in place from version 10.8.1 to version 10.9.1
- Follow Esri best practices for in-place upgrades
- Preserve configurations and restore services
- Validate system functionality after upgrade

Post Upgrade Validation

- Verify Web Adaptor routing
- Confirm federation status
- Validate data stores
- Ensure all key ArcGIS components are functioning as expected
- Perform post-upgrade validation testing (services running, REST endpoints available, etc.)
- Confirm overall system integrity and performance
- Deliver updated architecture diagrams

Knowledge Transfer & Closeout

- Provide knowledge transfer session for relevant staff
- Review upgraded system architecture and administration best practices
- Discuss key considerations for ongoing maintenance
- Deliver final closeout report & conclude the task order

Deliverables

- Upgraded ArcGIS Enterprise
- Technical Documentation

Cost Estimate

<i>Item</i>	Fixed Fee
ArcGIS Enterprise Upgrade (10.8.1 to 10.9.1)	\$14,420
Total (fixed fee)	\$14,420

Timeline Estimate

The project is expected to be completed over a 4-6-week period, including initiation, preparation, upgrade, validation, and closeout activities. The project will commence with a kickoff meeting scheduled within 10 business days of LOA execution or notice to proceed. This timeline assumes timely access to systems and staff availability; adjustments may be required based on scheduling needs or other dependencies.

Assumptions & Constraints

- The City of Minot will provide timely access to all relevant systems, data, environments, and stakeholders needed to complete the migration and testing activities.
- The city has appropriate licensing in place for ArcGIS Enterprise, ArcGIS Pro, and applicable FME components to support all phases of the project.
- Stakeholders will be available for coordination, testing, & knowledge transfer activities.
- Any required modifications to external systems (e.g., Firebird database) that go beyond adjusting data connectivity for FME will fall outside the scope unless separately authorized.
- System downtime required for the production upgrade must be scheduled in advance and is limited to a mutually agreed maintenance window.
- Support for third-party applications that depend on ArcGIS Enterprise are not included in this scope.
- After performing discovery, Timmons reserves the right to update scope & pricing of any tasks/phases if discovery findings deem that additional work may be required to fulfill the project requirements.

Attachment B – Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group’s verification shall be at Client’s sole risk and without liability or legal exposure to Timmons Group or Timmons Group’s employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group; such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group’s Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group’s employees on the Project site. These responsibilities

shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

8. LIMITATION OF LIABILITY: To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.

9. DISPUTE RESOLUTION: In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment or enforce the terms of this Agreement, the Client agrees to pay, in addition to all amounts due, the greater of (i) Timmons Group's reasonable attorneys' fees and related legal expenses, or (ii) an amount equal to 25% of the total balance owed, including any applicable interest. These legal expenses shall also include the cost, at Timmons Group's standard hourly billing rates, of time devoted to such proceedings by its employees. The parties agree that any such litigation shall be brought in a court of competent jurisdiction, including the jurisdiction where the Project is located.

10. INDEMNIFICATION: Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. MISCELLANEOUS: This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**



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Client	City of Minot, ND	Project Name	Parcel Fabric Upgrade (ArcMap to Arc Pro)
Contact	Aleesha Erickson GIS Coordinator aleesha.erickson@minotnd.gov 701-857-4131	Project Manager	Steve Waldron Steve.Waldron@timmons.com 800.588.7341
Address	10 3rd Ave SW Minot, ND 58701		

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to **the City of Minot, North Dakota** (the “Client”) named above according to the terms and conditions of this Letter of Agreement (the “Agreement”). We will proceed upon receipt of this signed Agreement.

SCOPE OF WORK & SCHEDULE OF SERVICES

Timmons Group will provide the services outlined in Attachment A – Scope of Work. Services will be provided on a **Time and Materials fee** basis. All work will be performed between **June 1, 2026, through August 31, 2026**, according to the timeline outlined in the scope of work. Timmons Group will **invoice the client monthly** according to the number of hours of work performed in the preceding month.

Services will be provided in a timely and efficient manner. Timmons Group will keep you informed of the job status and any necessary modifications/addendums. Acknowledgement and acceptance of this Letter of Agreement constitutes Scope of Work and fee schedule acceptance by the **Client** and Timmons Group.

The attached SOW generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the Association that a variety of modifications / addendums / revisions to the defined SOW may be required, at various times during the performance of the SOW, to achieve desired Project results. Such modifications / addendums / revisions will be agreed to by both Timmons Group and the client and incorporated into the SOW. Significant alterations / deviations from the SOW will be incorporated by written addendum. Timmons Group shall submit invoices monthly for services provided during the previous month in order for those invoices to be processed within a thirty-day period.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☐ **FIXED FEE** - Fees for this Agreement will be billed on an annual basis as a fixed fee per the Scope of Services in Exhibit A.

☒ **TIME AND MATERIALS**

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of six percent (6%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due.

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.



[X] EXHIBIT A - SCOPE OF SERVICES

[X] EXHIBIT B - TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

Timmons Group will proceed upon receipt of this signed agreement. Should you have any questions, you can reach the Project Manager directly via the contact info provided above.

Timmons Group

Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

Attachment A – Scope of Work

Parcel Fabric Upgrade/Migration (ArcMap to ArcGIS Pro)

The City of Minot, ND is preparing to modernize its parcel management system and upgrade its ArcGIS Enterprise system to prepare for a planned implementation of Trimble Unity Maintain. This scope of work represents the second phase in a series of five (5) phases to complete this comprehensive technology modernization effort. As part of phase 2, Timmons Group will lead the upgrade of Parcel Fabric to the latest parcel fabric model that supports branch versioning and improved data governance. As part of this effort, the city also intends to assess and update existing FME integration workflows and validate all related system components. This upgrade will enhance editing workflows, support long-term maintainability, and improve integration with other enterprise systems. Timmons Group will lead the upgrade process, ensuring minimal disruption while providing thorough validation, documentation, and knowledge transfer to support a successful transition.

Project Scope

Initiation Discovery

- Conduct initial coordination meetings with key stakeholders.
- Review current parcel fabric system architecture and data workflows.
- Document the existing FME integration processes.
- Establish a detailed project timeline with key milestones and responsibilities.
- Discover & document existing parcel fabric to parcel publishing tool
- Identify if separate database is needed for parcel fabric feature classes
- Create a Requirements document
- Implement phase gate for restructuring pricing based on actual findings (if necessary)

Preparation Work

- Create a new enterprise geodatabase (EGDB) to host the upgraded parcel fabric
- Configure the ArcGIS branch versioning environment
- Perform validation checks on key data elements such as historical records and ID field formats
- Coordinate timing and access with system administrators and users
- Finalize a migration checklist and communication plan

Migration (Upgrade)

- Establish a parcel editing freeze window (potentially up to two weeks)
- Copy parcel fabric data to the new EGDB
- Validate successful copy of all parcel fabric related data
- Run the parcel fabric upgrade process and document results
- Validate key identifiers and perform smoke testing

- Validate transitions of ID and global ID fields
- Verify data completeness, schema alignment, and record integrity
- Address and resolve issues identified during testing; document the findings and fixes
- Capture any data transformation issues requiring special handling.

Integration Updates & Post-Upgrade FME Re-Engineering

- Copy FME workbenches and test reconfiguration with updated parcel fabric
 - Limited to the two (2) existing FME workbenches directly related to parcel updates/publishing
- Update FME workflows to work with the new parcel fabric model
 - Address potential issues with Firebird database connectivity
 - *Note: If Firebird connectivity fails, alternatives (e.g. nightly exports) will be considered*
- Re-establish and test necessary database relationships and joins
- Confirm integration processes function properly after migration

QA / Validation

- Validate the completeness and accuracy of the migrated data (pre & post upgrade comparison QA)
- Confirm parcel fabric functionality, including versioned editing workflows
- Test updated FME integration processes
- Document any issues or discrepancies and confirm resolution
- Lift the parcel editing freeze window

Knowledge Transfer & Support

- Provide updated technical documentation for internal use
- Conduct knowledge transfer sessions for GIS and IT staff (train the trainer method)
 - Knowledge transfer limited to two (2) sessions of no more than two (2) hours each with no more than six (6) trainees present per session
- Support post-migration monitoring and issue resolution as needed
 - Limited to two (2) weeks post-upgrade

Closeout

- Transition to ongoing maintenance and operations
- Deliver all project documentation and final recommendations

Deliverables

- Migration checklist
- Communication Plan
- Upgraded Parcel fabric, Enterprise Geodatabases, and services

- FME updates
- Technical Documentation

Cost Estimate

This project will be conducted using a Time & Materials approach. The chart below indicates estimated levels of effort by resource by task.

<i>Task</i>	PM Hours	Parcel Fabric Specialist Hours	Enterprise SME Hours	FME SME Hours	Sr. Consultant Hours	Cost
Initiation & Discovery	10	8	2	2	1	\$4,005
Preparation Work	2	20	4	1	0	\$4,085
Migration	6	68	4	4	2	\$12,560
Integration Updates	4	16	4	20	5	\$8,365
QA / Validation	4	24	0	0	0	\$4,140
Knowledge Transfer & Support	8	16	2	4	2	\$5,310
Closeout	8	2	0	0	0	\$1,840
Total	42	154	16	31	10	\$40,305

Timeline Estimate

The project is expected to be completed over a 10–14-week period, including discovery, preparation, migration, validation, and closeout activities. The project will commence with a kickoff meeting scheduled within 15 business days of LOA execution or notice to proceed (whichever is later). This timeline assumes timely access to

systems and staff availability; adjustments may be required based on scheduling needs or other client-driven dependencies.

T&M Rate Chart

The above cost estimate table was created using the following rate chart. Actual fees will depend on the number of actual hours worked by each assigned resource multiplied by the following hourly rates:

Resource	Hourly Rate
Project Manager (PM)	\$
Parcel Fabric Specialist	\$140
ArcGIS Enterprise Subject Matter Expert (SME)	\$180
FME Subject Matter Expert (SME)	\$175
Quality Assurance/Quality Control (QA/QC) Resource	\$120
Sr. Consultant	\$225

Assumptions & Constraints

- The City of Minot will provide timely access to all relevant systems, data, environments, and stakeholders needed to complete the migration and testing activities.
- Existing parcel fabric data is generally well-maintained and structurally sound, with no significant corruption or unresolved topology issues that would delay migration.
- The city has appropriate licensing in place for ArcGIS Enterprise, ArcGIS Pro, and applicable FME components to support all phases of the project.
- Existing FME automations are documented & accessible for review & configuration as needed.
- Stakeholders will be available for coordination, testing, & knowledge transfer activities.
- Any required modifications to external systems (e.g., Firebird database) that go beyond adjusting data connectivity for FME will fall outside the scope unless separately authorized.
- System downtime required for the production migration must be scheduled in advance and is limited to a mutually agreed maintenance window.
- Migration tasks will be limited to the parcel fabric and directly related workflows; unrelated layers, applications, or integrations are not included unless explicitly stated.
- Support for third-party applications that depend on the current parcel fabric (beyond FME) is not included in this scope.
- After performing discovery, Timmons reserves the right to update scope & pricing of any tasks/phases if discovery findings deem that additional work may be required to fulfill the project requirements.

Attachment B – Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group; such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the

Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.

9. **DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment or enforce the terms of this Agreement, the Client agrees to pay, in addition to all amounts due, the greater of (i) Timmons Group's reasonable attorneys' fees and related legal expenses, or (ii) an amount equal to 25% of the total balance owed, including any applicable interest. These legal expenses shall also include the cost, at Timmons Group's standard hourly billing rates, of time devoted to such proceedings by its employees. The parties agree that any such litigation shall be brought in a court of competent jurisdiction, including the jurisdiction where the Project is located.

10. **INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. **MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**



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Client	City of Minot, ND	Project Name	ArcGIS Enterprise Upgrade to 11.5 + Migration to New Hosting Infrastructure
Contact	Aleesha Erickson GIS Coordinator aleesha.erickson@minotnd.gov 701-857-4131	Project Manager	Brock Ryan Brock.Ryan@timmons.com 404.313.2935
Address	10 3rd Ave SW Minot, ND 58701		

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to **the City of Minot, North Dakota** (the “Client”) named above according to the terms and conditions of this Letter of Agreement (the “Agreement”). We will proceed upon receipt of this signed Agreement.

SCOPE OF WORK & SCHEDULE OF SERVICES

Timmons Group will provide the services outlined in Attachment A – Scope of Work. Services will be provided on a **Fixed Fee** basis. All work will be performed between **August 1, 2026, through December 31, 2026**, according to the timeline outlined in the scope of work. Timmons Group will **invoice the client monthly** according to the percentage of work completed in the preceding month.

Services will be provided in a timely and efficient manner. Timmons Group will keep you informed of the job status and any necessary modifications/addendums. Acknowledgement and acceptance of this Letter of Agreement constitutes Scope of Work and fee schedule acceptance by the **Client** and Timmons Group.

The attached SOW generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the Association that a variety of modifications / addendums / revisions to the defined SOW may be required, at various times during the performance of the SOW, to achieve desired Project results. Such modifications / addendums / revisions will be agreed to by both Timmons Group and the client and incorporated into the SOW. Significant alterations / deviations from the SOW will be incorporated by written addendum. Timmons Group shall submit invoices monthly for services provided during the previous month in order for those invoices to be processed within a thirty-day period.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒ **FIXED FEE** - Fees for this Agreement will be billed on an annual basis as a fixed fee per the Scope of Services in Exhibit A.

☐ **TIME AND MATERIALS**

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of six percent (6%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due.

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

[X] EXHIBIT A - SCOPE OF SERVICES

[X] EXHIBIT B - TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

Timmons Group will proceed upon receipt of this signed agreement. Should you have any questions, you can reach the Project Manager directly via the contact info provided above.

Timmons Group

Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

Attachment A – Scope of Work

ArcGIS Enterprise Migration + Upgrade (v. 10.9.1 to v. 11.5)

The City of Minot, ND is preparing to modernize its ArcGIS Enterprise system to prepare for a planned implementation of Trimble Unity Maintain. This scope of work represents the third phase in a series of five (5) phases to complete this comprehensive technology modernization effort. As part of phase 3, Timmons Group will lead the migration of ArcGIS Enterprise to new servers and upgrade the version from version 10.9.1 to version 11.5, ensuring minimal disruption while providing thorough validation, documentation, and knowledge transfer to support a successful transition.

Project Scope

Initiation & Planning

- Review schedule and task breakdown to align expectations and coordinate with IT and GIS operations
- Validate software versions, components, licensing, and dependencies
- Validate target infrastructure OS, DB versions
- Validate target infrastructure VM specs meet application requirements
- Confirm upgrade preparedness, identify risks or blockers, and document target state architecture
- Implement phase gate for restructuring pricing based on actual findings (if necessary)

Preparation Work

- Provision licensing and authorization files on new VMs
- Ensure VMs have necessary roles and capabilities (SQL Server, IIS, etc.)
- Install ArcGIS Enterprise (version 10.9.1) in target state infrastructure
- Configure enterprise geodatabase (EGDB)
- Finalize a migration checklist and communication plan

Migration

- Establish a GIS data editing freeze window (potentially up to one week)
- Take WebGISDR backup of ArcGIS Enterprise on old infrastructure
- Take backups of ArcGIS Enterprise VMs and database(s)
- Restore ArcGIS Enterprise on new infrastructure from WebGIS DR backup
- Validate key identifiers and perform smoke testing
- Validate transitions of ID and global ID fields

Post Migration Validation

- Perform validation checks on key data elements such as historical records and ID field formats
- Verify data completeness, schema alignment, and record integrity
- Confirm overall system integrity and performance
- Address and resolve issues identified; document the findings and fixes
- Capture any migration issues requiring special handling
- Set up a collaboration, distributed enterprise geodatabase sync, or other process to synchronize data between environments (as appropriate or needed)

Upgrade

- Upgrade ArcGIS Enterprise (on new infrastructure) from version 10.9.1 to version 11.5
- Follow Esri best practices for upgrades
- Preserve configurations and restore services
- Validate system functionality after upgrade

Post Upgrade Validation

- Verify Web Adaptor routing
- Confirm federation status
- Validate data stores
- Ensure all key ArcGIS components are functioning as expected
- Perform post-upgrade validation testing (services running, REST endpoints available, etc.)
- Confirm overall system integrity and performance
- Deliver updated architecture diagrams

Knowledge Transfer & Closeout

- Provide knowledge transfer session for relevant staff
- Review upgraded system architecture and administration best practices
- Discuss key considerations for ongoing maintenance
- Deliver final closeout report & conclude the task order

Deliverables

- Migration checklist
- Communication Plan

- Upgraded ArcGIS Enterprise (v. 11.5) on new infrastructure
- Technical Documentation

Cost Estimate

<i>Item</i>	Fixed Fee
ArcGIS Enterprise Migration + Upgrade (to version 11.5)	\$25,110
Total (fixed fee)	\$25,110

Timeline Estimate

The project is expected to be completed over an 8–12-week period, including discovery, preparation, migration, upgrade, validation, and closeout activities. The project will commence with a kickoff meeting scheduled within 10 business days of LOA execution or notice to proceed. This timeline assumes timely access to systems and staff availability; adjustments may be required based on scheduling needs or other client-driven dependencies.

Assumptions & Constraints

- The City of Minot will provide timely access to all relevant systems, data, environments, and stakeholders needed to complete the migration and testing activities.
- City of Minot IT staff will provision the target VMs and install compatible versions of Windows Server and MS SQL server appropriate for the target state versions of ArGIS Enterprise
- The city has appropriate licensing in place for ArcGIS Enterprise, ArcGIS Pro, and applicable FME components to support all phases of the project.
- Stakeholders will be available for coordination, testing, & knowledge transfer activities.
- Any required modifications to external systems (e.g., Firebird database) that go beyond adjusting data connectivity for FME will fall outside the scope unless separately authorized.
- System downtime required for the production upgrade must be scheduled in advance and is limited to a mutually agreed maintenance window.
- Support for third-party applications that depend on ArcGIS Enterprise are not included in this scope.
- After performing discovery, Timmons reserves the right to update scope & pricing of any tasks/phases if discovery findings deem that additional work may be required to fulfill the project requirements.

Attachment B – Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group’s verification shall be at Client’s sole risk and without liability or legal exposure to Timmons Group or Timmons Group’s employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group; such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group’s Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group’s employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The

Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

8. LIMITATION OF LIABILITY: To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.

9. DISPUTE RESOLUTION: In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment or enforce the terms of this Agreement, the Client agrees to pay, in addition to all amounts due, the greater of (i) Timmons Group's reasonable attorneys' fees and related legal expenses, or (ii) an amount equal to 25% of the total balance owed, including any applicable interest. These legal expenses shall also include the cost, at Timmons Group's standard hourly billing rates, of time devoted to such proceedings by its employees. The parties agree that any such litigation shall be brought in a court of competent jurisdiction, including the jurisdiction where the Project is located.

10. INDEMNIFICATION: Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

11. MISCELLANEOUS: This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**

LETTER OF AGREEMENT

Client:	City of Minot, ND	Date:	03/12/2026
Contact:	Lance Meyer	Principal:	Ron Butcher
Phone No.:	701-857-4100	Project Manager:	TBD
Email:	lance.meyer@minotnd.gov	Project Name:	Minot, ND - Trimble Unity Upgrade

Under this Agreement, Timmons Group will provide professional services relative to the project per the terms and conditions enumerated in Exhibit B (attached).

Timmons Group will upgrade the following software applications:

- Cityworks will be upgraded from on premise 15.8.9 to Trimble Unity Maintain and Trimble Unity Permit in the Trimble supplied Sandbox and Production environments. In this scope Timmons Group will upgrade the existing 15.8.9 Cityworks Database to 23.x as required by Trimble. This is a stepping stone to upgrading to Trimble Unity Maintain and will enable Trimble to deploy the Unity site.
- Timmons Group PLL Portal will be migrated to CommUNITY to work with the Trimble Unity environment.

The Client acknowledges that Trimble Unity and Cityworks are distinct software platforms with differing architectures, features, and capabilities. Accordingly, certain functionalities available in Cityworks—such as Inboxes, Dashboards, and custom database triggers or tables—may not be directly transferable or available within Trimble Unity.

Timmons Group shall use commercially reasonable efforts to replicate existing functionality from Cityworks within the bounds and capabilities of Trimble Unity and our quoted scope of services. However, due to inherent differences between the platforms, full replication of all features may not be feasible. If specific functionality cannot be replicated, Timmons Group will propose alternative solutions for consideration by the Client. These functions may require additional effort above and beyond the scope covered by this scope of services and certain functionality may ultimately not be migrated to Trimble Unity. Timmons Group will collaborate with the Client to identify critical workflows and implement comparable solutions where practicable, consistent with Trimble Unity's supported framework and best practices.

We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement").

We will proceed on receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. We estimate that the project will be completed within 18 months of our receipt of written Notice to Proceed. Any changes required to the Scope of Services must be approved in writing before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

LETTER OF AGREEMENT

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒ **FIXED FEE**

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

☐ **TIME AND MATERIALS**

Fees for this Agreement will be billed on a time and materials basis based on actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

Unless otherwise provided under the terms of this Agreement, all payments are due on receipt. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans associated with the Client.

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

☒ EXHIBIT A SCOPE OF SERVICES

☒ EXHIBIT B TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. Reimbursements may include a reasonable handling charge of up to 15% of cost.

We will proceed on receipt of this signed agreement. Should you have any questions, you can reach Louis Garcia directly at 443-904-3897 or via email at Louis.Garcia@timmons.com.

Timmons Group	Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By:	
Name:	
Title:	
Date:	

LETTER OF AGREEMENT

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EXHIBIT A

SCOPE OF SERVICES

Under this Agreement, Timmons Group will provide professional services relative to the noted Trimble Unity Upgrade to the City of Minot, North Dakota, on a Fixed Fee basis. Services provided will be invoiced on a monthly percent complete basis, net 30 days.

Cost Details

Upgrade Scope	Fee Type	Cost
Project Management	Fixed Fee	\$ 18,515.00
Trimble Unity Migration	Fixed Fee	\$ 28,462.50
Respond Implementation	Fixed Fee	\$ 14,904.00
CommUNITY Portal Implementation	Fixed Fee	\$ 29,394.00
Testing Support	Fixed Fee	\$ 30,015.00
Report Migration	Fixed Fee	\$ 15,732.00
Training	Fixed Fee	\$ 10,390.25
Go Live	Fixed Fee	\$17,160.00
Total		\$ 164,572.75

Implementation Approach

PROJECT MANAGEMENT AND COORDINATION

PROJECT MANAGEMENT

Shortly after receiving notice to proceed, Timmons Group will prepare an initial Project Management Plan (PMP) document and begin initial data gathering to prepare for the kick-off meeting. We will also hold a webinar meeting with the City Project Manager and IT/GIS staff to discuss the proposed solutions we will be implementing and their impacts to your existing environment.

Our project manager will employ a variety of controls and management tools designed to successfully complete this project in a timely manner while keeping the City informed of our progress throughout the project. The scope of this project will require our team to work with many different City staff members on a number of project tasks. This task will remain active throughout all phases of the project.

TASK 1: CITY RESPONSIBILITIES:

- City will review the Project Management Plan and make certain it meets requirements (2FTE hours).
- City's project manager can assume a need of 4-8 hours per week during project duration
- Key personnel for each functional group can assume a need for 2 hours for project management plan review and 2 hours per week during project duration for communication, status meetings, etc.

EXHIBIT A

SCOPE OF SERVICES

TASK 1: DELIVERABLES:

- Timmons Group Project Manager will draft and deliver a Project Management Plan (PMP) for initial review by City Project Manager and key staff, as appropriate. The draft plan will be before the project kick-off meeting. The PMP is a dynamic (living) document that will be managed over the life of the project.
- Monthly Project Status Reports
- A project collaboration portal will be setup for the duration of the project and for support after Go-Live.

TASK 1: ESTIMATED TIMEFRAME:

- Project Management activities will occur throughout the duration of the project

TASK 1: CITYWORKS AMS/PLL CLOUD MIGRATION

Timmons Group will work with Trimble to migrate the existing production Cityworks AMS/PLL (version) system into the Trimble Cloud and upgrade to Trimble Unity Maintain and Trimble Unity Permit. To facilitate this migration to the cloud, Timmons Group will follow the high-level tasks outlined below:

1. Coordinate with Trimble to prepare the Trimble Unity environment for the City
2. Upgrade the existing Cityworks database to 23.x per Trimble specifications
3. Coordinate with Trimble to load the existing Cityworks database into the Trimble Unity Cloud environment
4. Make certain administrative access and full migration to Trimble Unity is successful.

Timmons Group recognizes that the City will need to maintain their existing Cityworks environment through the project. To facilitate this, Timmons Group will repeat the process of updating and migrating the City's Cityworks site **three times**. The first time to complete needed updates and document the process. The second time to test the process, make certain of consistency, and time required for each step. The third time will be at Go-Live once the process has been thoroughly tested.

TASK 1: CITY RESPONSIBILITY

- Provide a copy of the production Cityworks database using Trimble backup standards.

TASK 1: DELIVERABLES:

- Timmons Group will upgrade the 15.8.9 Cityworks database to the latest Cityworks 23.x version.
- Timmons Group will work with Trimble to migrate the database into Trimble Unity and upgrade to Maintain/Permit.
- The cloud migration executed up to three times, the final time being for production access by the City.

TASK 1: ESTIMATED TIMEFRAME:

- The initial installation of Trimble Unity is estimated to require 2-3 weeks on receiving the current production database. The second two runs of the process will occur throughout project.

EXHIBIT A

SCOPE OF SERVICES

TASK 2: RESPOND IMPLEMENTATION

By moving to Trimble Unity, the Cityworks Office application will be replaced with the Respond application for managing day-to-day work. To facilitate a smooth transition to Maintain, Timmons Group will build 30 dashboards to replicate the Inboxes currently found in Cityworks Office.

Our team will complete this task by first migrating all saved searches related to the 30 dashboards which will be replicated to the Respond advanced search tool that is used to query data found within Respond. Then the team will review each dashboard listed for migration to Respond and replicate its functionality. Timmons Group will make every effort to replicate the functionality found within the Office Inbox however some functionality may not be present within Respond Dashboards.

To replicate the functionality found in Cityworks Office, Timmons Group will deploy a standard Style profile which matches the standard office view of Service Requests, Inspections, and Work Orders. Timmons Group will also create 4 additional style profiles to replicate any custom XML that exists in the current Cityworks AMS site or to add customization as needed by end users. Similar to dashboards, Timmons Group will make every effort to replicate functionality found within the Cityworks office app however some functionality may not be present within the Style app.

TASK 2: CITY RESPONSIBILITIES:

- The City will provide Cityworks inbox users where needed.
- The City will pause any modifications to the identified inboxes and XML files to be migrated for the duration of project.

TASK 2: DELIVERABLES:

- Timmons Group will use the saved search migration tool to migrate all needed saved searches to the Advanced Search tool within Respond.
- Timmons Group will develop the 30 dashboards to be migrated from Cityworks Office Inboxes.
- Timmons Group will deploy a standard Style profile.
- Timmons Group will develop 4 Style profiles.

TASK 2: ESTIMATED TIMEFRAME:

- The updates to respond are expected to take between 3 and 5 weeks.
- Task 2: Assumptions:

TASK 3: COMMUNITY PORTAL

The City currently utilizes the Timmons Group PLL Portal for its customers to apply for permits, pay fees, schedule inspections, etc. online using a public-facing website. This application is hosted on-prem by the City. In order to work with Trimble Unity, a new portal, called CommUNITY, has been developed that will be hosted in an AWS environment. To migrate the existing portal to CommUNITY, the following steps need be taken:

1. Deploy new test and production CommUNITY portals in AWS environment
2. Modify existing Timmons Group PLL Portal customizations for use with Trimble Unity

EXHIBIT A

SCOPE OF SERVICES

TASK 3: CITY RESPONSIBILITY

- Provide access to Timmons Group PLL portal on-prem environment

TASK 3: DELIVERABLES:

- New CommUNITY portal in production and dev AWS environments

TASK 3: ESTIMATED TIMEFRAME:

- Upgrading to CommUNITY is expected to take between 4 and 6 weeks.

TASK 4: REPORT MIGRATION

Moving to the Trimble Unity platform offers the advantage of using the new reporting tool, ActiveReports. Trimble has migrated static report functionality from the legacy Crystal Reports viewer to a built-in tool, ActiveReports, which enables much of the same functionality of Crystal Reports but with the ability to connect to new data types and edit reports directly from within the Unity user interface.

Timmons Group will provide 140 hours of report migration support to migrate any reports that the County has identified as needed in the new Maintain environment. Timmons Group will work with the County to identify reports that need to be migrated and build an hour estimate per report to migrate. To make the move to ActiveReports, Timmons Group will use several tools. Where possible, Trimble's ActiveReports Migration Tool will be used to move reports into Maintain as effective as possible. More complex reports may need updates either using the built in ActiveReports tools or the stand-alone ActiveReports Designer software.

TASK 4: COUNTY RESPONSIBILITY

- The City will provide existing Crystal Reports .rpt files.
- The City will provide access to any supporting database objects (tables, views, and stored procedures) used in Crystal reports.
- The City will pause any modifications to the identified reports to be migrated for the duration of project.

TASK 4: DELIVERABLES:

- Timmons Group will migrate up to 5 Crystal Reports to Active Reports.

TASK 4: ESTIMATED TIMEFRAME:

- This task will take between 4 and 6 weeks.

TASK 5: TRIMBLE UNITY TESTING

Upon moving the existing Cityworks to Trimble Unity the client will need to perform testing of Trimble Unity to ensure the functionality of their production environment is executing as expected. To complete this Timmons Group will assist the client with facilitating functionality testing. Testing will occur over 20 business days, where the client will capture and report to Timmons Group any functionality that is deemed broken or not expected functionality. Upon completion of testing Timmons Group will catalog and prioritize all feedback. This catalog will be used to track remediation or changes that are needed in Trimble Unity prior to going live.

EXHIBIT A

SCOPE OF SERVICES

TASK 3: CITY RESPONSIBILITY

- The City will identify Trimble Unity testers.
- The City will perform all needed testing over 20 business days.

TASK 3: DELIVERABLES:

- Timmons Group will provide a testing feedback form for all issues to be reported into.
- Timmons Group will review and prioritize all testing feedback issues.
- Timmons Group will work with the client to provide up to 80 hours of remediation of issues found in Trimble Unity.

TASK 3: ESTIMATED TIMEFRAME:

- Testing and remediation is expected to take between 6 and 8 weeks.

TASK 6: REMOTE TRAINING

Our implementation team, in conjunction with the City's Project Manager and key stakeholders, will devise a Training Plan specific to your environment and data. The approach to developing this plan is detailed below.

Our Training Plans are unique to each Trimble Unity implementation and are designed around each client's unique configuration and needs. The Training Plan will include:

- Product training curriculum descriptions
- Listing of instructors
- Training Materials
- Client responsibilities
- Schedule

This Training Plan will be used as a guide—but may be modified when necessary to support the goals and techniques of your staff resources.

Training will be developed for the following user types:

- **Routine User** – Staff who will have the ability to update a request/work order after the crew has completed their work
- **Heavy User** – Staff who will create work orders, schedule work orders, create PM's, maintain the parts, create reports, and generally will have the ability to use the whole system based on their security level
- **System Administrator** – Staff who have full system access and be responsible for the daily operations and maintenance of the Cityworks environment

Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows. The table below depicts a sample training plan course description:

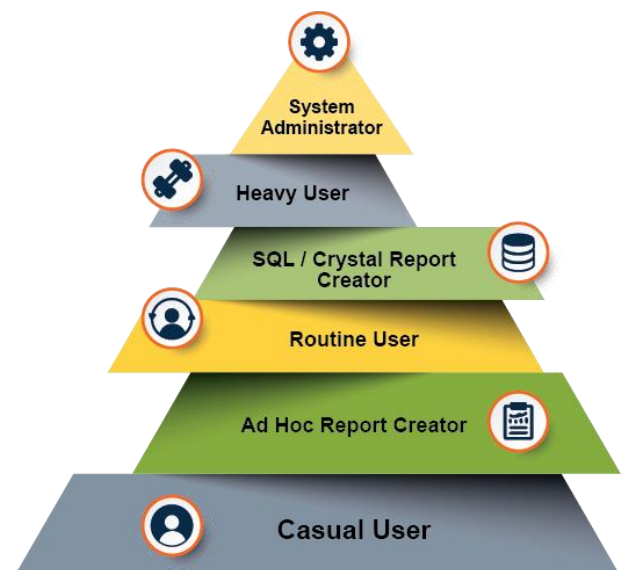


EXHIBIT A

SCOPE OF SERVICES

Sample Training Plan

Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Introduction to Trimble Unity Maintain	This course is designed to give an overview of Trimble Unity functionality from an end-user's point of view. Users will learn basic operations within Respond and make certain they can navigate the interface successfully.	2 hours each class	Casual Group Users	N/A
Introduction to Trimble Unity Permit	This course is designed to give an overview of Trimble Unity functionality from an end-user's point of view. Users will learn basic operations within Respond and make certain they can navigate the interface successfully.	2 hours each class	Casual Group Users	N/A
System Administration	Admin covers system administration tasks that may be new or unique to Respond and Trimble Unit. This includes query writing, dashboard creation, Style profiles, and Admin app.	4 hours each class	System Administrators	N/A
Trimble Unity Field	This course will give an overview of the new mobile application, Trimble Unity Field.	2 hours each class	Casual Group Users	N/A
Introduction CommUNITY	This course will give an overview of the new admin features built into the CommUNITY portal	2 hours each class	System Administrators	N/A

TASK 5: CITY RESPONSIBILITY:

- Assist in development and review of a Training Plan
- IT Staff & identified Administrator Training
- All active legacy Cityworks AMS users attend Introduction to Trimble Unity Maintain training
- All active legacy Cityworks PLL users attend Introduction to Trimble Unity Permit training

TASK 5: DELIVERABLES:

- Training Plan and Training Documentation
- Conduct Administrator Training up to 4 hours conducted remotely over Zoom or Teams
- Conduct End-user Maintain Training up to 4 hours conducted remotely over Zoom or Teams
- Conduct CommUNITY training up to 2 hours conducted remotely over Zoom or Teams

EXHIBIT A

SCOPE OF SERVICES

TASK 5: ESTIMATED TIMEFRAME:

- Training will require approximately 2-3 weeks

TASK 6: TRIMBLE UNITY GO-LIVE

Having successfully completed system upgrades, production environment initialization, and Go-Live preparation tasks, the system is deemed prepared for Go-Live. Once end-user access has been configured/re-directed to the newly initialized production environment, the system is deemed to be in “Live” status. Trimble Unity users will now be executing work management tasks in a live configured Trimble Unity production environment. After 30 consecutive days of initialization of the production environment, the City will generate a certificate signifying the Trimble Unity application functionality and configuration is operational in a “Live” production capacity. The City’s Project Manager will sign said “Go-live Certificate” and submit it to Timmons Group.

TASK 5: CITY RESPONSIBILITY:

- Prior to Go Live the City will test the Trimble Unity Maintain application for up to 15 business days and certify that the Go-Live procedure can take place.

TASK 5: DELIVERABLES:

- Timmons Group will mitigate identified issues during the testing period.
- Timmons Group will produce a Go-Live & Stabilization Plan.
- Timmons Group will complete the Cloud Migration for the third and final time working with Trimble to migrate the production legacy Cityworks (version) environment to the Trimble provided SaaS Trimble Unity cloud environment.
- CommUNITY portal in a live production environment

TASK 5: ESTIMATED TIMEFRAME:

- Go-Live and project close-out will require approximately 2-3 weeks

EXHIBIT A

SCOPE OF SERVICES

Appendix

OPTIONAL TASK: POST GO-LIVE SUPPORT

Optional Ad-Hoc Support (Stabilization Services)

Once the system has been rolled out and is being used, our team could provide an optional set number of hours of remote and on-site ad-hoc support to address any configuration, implementation, or software installation matters that may arise. For example, these might include the redesign of printout forms or changes in the content of the work management portion of the Trimble Unity Maintain database, additional reports or dashboards or help with system upgrades with new software versions. These services are offered at a flat hourly rate of \$175 and can be added to the terms and conditions of this contract.

ASSUMPTIONS

- City will review documentation in a timely manner.
- City will receive documentation in digital format.
- City will coordinate attendance of its staff at meetings.
- City will provide data as identified in the Configuration Document and supporting spreadsheets.
- City will provide Timmons Group updated ArcGIS REST services for all assets covered within the scope of this project.
- City IT Department will make certain software, hardware, and network connectivity meet Trimble Unity Maintain implementation specifications
- City will be prepared to work through the Testing and Acceptance Plan and complete it within a 15-day period.
- Staff attending training should have basic functional knowledge of computers and the windows operating system.
- City will work through the Teamwork project portal to resolve any issues.
- No GIS schema changes will be supported in this scope.
- City GIS will meet all requirements for Trimble Unity.

CONSTRAINTS

- Timmons Group did not develop Trimble Unity nor the hosting environment. Any bug found in the Trimble Unity hosting environment may delay implementation or impact functionality.
- Timmons Group did not develop Trimble Unity Maintain nor Trimble Unity Permit. Any bug found in Trimble Unity Maintain or Trimble Unity Permit may delay development or impact functionality.

EXHIBIT B

TERMS AND CONDITIONS

EXHIBIT B Timmons Group Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
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8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the

EXHIBIT B

TERMS AND CONDITIONS

Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.

- 9. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees and other expenses related to the proceedings. Such expense shall include the cost, at the Timmons Group normal hourly billing rates, of the time devoted to such proceedings by its employees. The parties agree to litigation in a court of competent jurisdiction or in the jurisdiction where the Project is located.
- 10. INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 11. MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.

LETTER OF AGREEMENT

Client:	City of Minot, ND	Date:	6/10/2026
Contact:	Lance Meyer	Principal:	Ron Butcher
Phone No.:	701-857-4100	Project Manager:	TBD
Email:	lance.meyer@minotnd.gov	Project Name:	Minot, ND - Trimble Unity - Tyler Integrations

Under this Agreement, Timmons Group will provide professional services relative to the project per the terms and conditions enumerated in Exhibit B (attached).

We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement").

We will proceed on receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. We estimate that the project will be completed within 18 months of our receipt of written Notice to Proceed. Any changes required to the Scope of Services must be approved in writing before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒ **FIXED FEE**

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

☐ **TIME AND MATERIALS**

Fees for this Agreement will be billed on a time and materials basis based on actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

Unless otherwise provided under the terms of this Agreement, all payments are due on receipt. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans associated with the Client.

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

☒ EXHIBIT A SCOPE OF SERVICES

☒ EXHIBIT B TERMS AND CONDITIONS

LETTER OF AGREEMENT

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. Reimbursements may include a reasonable handling charge of up to 15% of cost.

We will proceed on receipt of this signed agreement. Should you have any questions, you can reach Louis Garcia directly at 443-904-3897 or via email at Louis.Garcia@timmons.com.

Timmons Group	Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By:	
Name:	
Title:	
Date:	

LETTER OF AGREEMENT

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EXHIBIT A

SCOPE OF SERVICES

Under this Agreement, Timmons Group will provide professional services relative to the noted Trimble Unity – Tyler integration to the City of Minot, North Dakota, on a Fixed Fee basis. Services provided will be invoiced on a monthly percent complete basis, net 30 days.

Cost Details

Upgrade Scope	Fee Type	Cost
Integration of Munis Utility Billing to Trimble Unity	Fixed Fee	\$ 77,700.00
Integration of Tyler Cashiering to Trimble Unity	Time and Materials	\$10,000.00
Total		\$ 87,700.00

Note: The implementation approach below applies to the Munis Utility Billing Integration. The Tyler Cashiering integration will be done on an ad-hoc basis.

Implementation Approach

PROJECT MANAGEMENT AND COORDINATION

PROJECT MANAGEMENT

Shortly after receiving notice to proceed, Timmons Group will prepare an initial Project Management Plan (PMP) document and begin initial data gathering to prepare for the kick-off meeting. We will also hold a webinar meeting with the City Project Manager and IT/GIS staff to discuss the proposed solutions we will be implementing and their impacts to your existing environment.

Our project manager will employ a variety of controls and management tools designed to successfully complete this project in a timely manner while keeping the City informed of our progress throughout the project. The scope of this project will require our team to work with many different City staff members on a number of project tasks. This task will remain active throughout all phases of the project.

TASK 1: CITY RESPONSIBILITIES:

- City will review the Project Management Plan and make certain it meets requirements (2FTE hours).
- City's project manager can assume a need of 4-8 hours per week during project duration
- Key personnel for each functional group can assume a need for 2 hours for project management plan review and 2 hours per week during project duration for communication, status meetings, etc.

TASK 1: DELIVERABLES:

- Timmons Group Project Manager will draft and deliver a Project Management Plan (PMP) for initial review by City Project Manager and key staff, as appropriate. The draft plan will be before the project kick-off meeting. The PMP is a dynamic (living) document that will be managed over the life of the project.
- Monthly Project Status Reports
- A project collaboration portal will be setup for the duration of the project and for support after Go-Live.

EXHIBIT A

SCOPE OF SERVICES

TASK 1: ESTIMATED TIMEFRAME:

- Project Management activities will occur throughout the duration of the project

TASK 1: INTEGRATION DISCOVERY AND DESIGN

In Task 1, Timmons Group will work in collaboration with the Client to review the original integration design documentation. Timmons Group will provide a review of the integration design and comments on technical feasibility based on the review.

TASK 1: DELIVERABLES:

- Review and confirmation of the integration design to be deployed with Trimble Unity
- Up to 20 hours of Trimble Unity Maintain Configuration Consultation

TASK 1: ASSUMPTIONS:

- The integration design document will illustrate data transfers from Tyler Munis to Trimble Unity Maintain and then back to Tyler Munis
- Minot will have reviewed and approved the integration requirements prior to the development of the integration.
- Integration requirements document will include integration acceptance criteria.
- The primary goal of the integration is to import meter related service orders from Tyler as Trimble Unity Maintain Work Orders for meter staff to receive and complete in Trimble Unity Maintain and then update the original service order once completed in Trimble Unity Maintain.

TASK 2: INTEGRATION DEVELOPMENT

In Task 2, Timmons Group will use the requirements document from Task 1 to develop the integration between Tyler Enterprise ERP and Trimble Unity Maintain. This integration will be developed and tested in a dev or test environment, whichever is preferred by Client. Upon development and deployment to the Dev environment Timmons Group will host a User Acceptance Period (UAT) where Client will validate that the integration matches the functionality defined under the acceptance criteria in phase 1. Once all acceptance criteria has been met then Timmons Group will work with the Client to deploy the integration to production. During the integration development phase of the project Timmons Group will host weekly standup calls for up to 20 weeks to facilitate questions between Timmons Group and Minot to eliminate roadblocks during the development cycle.

TASK 2: DELIVERABLES:

- Up to 20 weekly standup meetings
- Working integration in the development environment of Client's choice
- UAT instructions for testing the integration and providing feedback to Timmons Group
- Updates to the integration based on UAT feedback
- Trimble Unity configuration guidance to support the integration development

EXHIBIT A

SCOPE OF SERVICES

- Working integration in the Production environment

TASK 2: ASSUMPTIONS:

- Client will perform UAT to ensure the integration matches the expected functionality
- Client will provide all UAT feedback in a timely manner and UAT is expected to be complete in 20 business days. Client will provide a tester with the ability to validate integration functionality

TASK 3: FINAL DOCUMENTATION

In the final phase of the project, Timmons Group will produce an integration design document which reflects the custom built application that was deployed to production

TASK 3: DELIVERABLES:

- Final integration design document

Appendix

ASSUMPTIONS

- The City of Minot will be responsible for negotiating a scope of work with Tyler and ensuring their effective participation in the integration.
- The Utility Billing integration will consist of a bi-directional integration between Munis and Cityworks. When a Service Order is created in Utility Billing, it will pass information relevant to field staff to Cityworks. Cityworks then creates the Service Request and Work Order with the attached caller and GIS assets where appropriate. Upon Work Order completion the appropriate information is sent back to Munis for completion of the Service Order in Utility Billing.
- The Tyler Cashiering integration will primarily be developed by Tyler.
- The development/deployment of the integration will be provided remotely using Zoom/Teams. If onsite travel is needed additional funds will be added to the scope.
- Integration will be developed as a .Net console application that will be deployed on a server in the Client's network with public internet access so it can communicate with Tyler and Trimble Unity Maintain API services. If another integration method such as using an iPaaS system, a change in scope and cost will be needed.
- The integration run-time schedule will be configured using Windows Task Scheduler to execute application parameters on a defined schedule that can be altered as needed by administrative staff.
- Client is licensed for Tyler Enterprise ERP API's and can provide supporting documentation.
- Client is licensed for Trimble Unity Maintain or Cityworks APIs needed to support this integration.
- Client will provide access to the environment where the integration will be deployed and all supporting technologies such as API's needed to integrate the two solutions.
- All integration functionality will be limited to supported API's.

EXHIBIT A

SCOPE OF SERVICES

- Integration development will be between Trimble Unity or Cityworks and Tyler Enterprise ERP.
- If necessary, the Client is responsible for revisions to the GIS data or data model necessary to support the integrated workflows.
- The Client will have an active support contract with Tyler to facilitate technical questions during the integration if needed.
- Timmons Group will work directly with the Client to ensure integration requirements are documented by Timmons Group.
- Timmons Group may initiate a change order for schedule delays introduced into the project by Tyler.
-

CONSTRAINTS

- Timmons Group did not develop Trimble Unity or Cityworks nor the hosting environment. Any bug found in the Trimble Unity or Cityworks hosting environment may delay implementation or impact functionality.
- Timmons Group did not develop Cityworks, Trimble Unity Maintain nor Trimble Unity Permit. Any bug found in Cityworks, Trimble Unity Maintain or Trimble Unity Permit may delay development or impact functionality.

EXHIBIT B

TERMS AND CONDITIONS

EXHIBIT B Timmons Group Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.
8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the

EXHIBIT B

TERMS AND CONDITIONS

Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.

- 9. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees and other expenses related to the proceedings. Such expense shall include the cost, at the Timmons Group normal hourly billing rates, of the time devoted to such proceedings by its employees. The parties agree to litigation in a court of competent jurisdiction or in the jurisdiction where the Project is located.
- 10. INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 11. MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Client	City of Minot, ND	Project Name	GIS + Cityworks Cutover & Validation
Contact	Aleesha Erickson GIS Coordinator aleesha.erickson@minotnd.gov 701-857-4131	Project Manager	Brock Ryan Brock.Ryan@timmons.com 404.313.2935
Address	10 3rd Ave SW Minot, ND 58701		

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to **the City of Minot, North Dakota** (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). We will proceed upon receipt of this signed Agreement.

SCOPE OF WORK & SCHEDULE OF SERVICES

Timmons Group will provide the services outlined in Attachment A – Scope of Work. Services will be provided on a **Fixed Fee** basis. All work will be performed between **January 1, 2027, through December 31, 2027**, according to the timeline outlined in the scope of work. Timmons Group will **invoice the client monthly** according to the percentage of work completed in the preceding month.

Services will be provided in a timely and efficient manner. Timmons Group will keep you informed of the job status and any necessary modifications/addendums. Acknowledgement and acceptance of this Letter of Agreement constitutes Scope of Work and fee schedule acceptance by the **Client** and Timmons Group.

The attached SOW generally defines the work to be performed in support of the defined Project. It is understood by Timmons Group and the Association that a variety of modifications / addendums / revisions to the defined SOW may be required, at various times during the performance of the SOW, to achieve desired Project results. Such modifications / addendums / revisions will be agreed to by both Timmons Group and the client and incorporated into the SOW. Significant alterations / deviations from the SOW will be incorporated by written addendum. Timmons Group shall submit invoices monthly for services provided during the previous month in order for those invoices to be processed within a thirty-day period.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒ **FIXED FEE** - Fees for this Agreement will be billed on an annual basis as a fixed fee per the Scope of Services in Exhibit A.

☐ **TIME AND MATERIALS**

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of six percent (6%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due.

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

☒ EXHIBIT A - SCOPE OF SERVICES

☒ EXHIBIT B - TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

Timmons Group will proceed upon receipt of this signed agreement. Should you have any questions, you can reach the Project Manager directly via the contact info provided above.

Timmons Group

Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

Attachment A – Scope of Work

ArcGIS Enterprise Cutover

The City of Minot, ND has modernized its ArcGIS Enterprise system and implemented Trimble Unity Maintain to enable modern GIS and asset management workflows. This scope of work represents the fifth and final phase in a series of five (5) phases to complete this comprehensive technology modernization effort. As part of phase 5, Timmons Group will lead the cutover from the legacy GIS and Cityworks platforms to the new ArcGIS Enterprise 11.5 and Trimble Unity Maintain platforms, ensuring minimal disruption while providing thorough validation, documentation, and knowledge transfer to support a successful transition. This work involves ensuring the production data, users, permissions, and workflows are successfully transitioned from the legacy GIS environment to the new GIS environment.

Project Scope

Cutover Planning

- Review schedule and task breakdown to align expectations and coordinate with IT and GIS operations
- Validate GIS & Trimble software + integrations are functioning as intended in the target environment
- Confirm cutover preparedness, identify risks or blockers
- Document a clear, step-by-step cutover runbook

Preparation Work

- Provision licensing and authorization files on new VMs
- Ensure VMs have necessary roles and capabilities (SQL Server, IIS, etc.)
- Install ArcGIS Enterprise (version 10.9.1) in target state infrastructure
- Configure enterprise geodatabase (EGDB)
- Finalize a migration checklist and communication plan

Cutover

- Establish a GIS & Cityworks data editing freeze window
- Refresh database migrations
- Update hostfile names
- Cutover DNS alias (web)
- Cutover alias (database)
- Migrate Users, Groups, and Permissions
- Refresh data migration folders

- Upgrade enterprise geodatabases (if applicable)

Post Cutover Validation

- Perform validation checks in GIS and Trimble Unity Maintain
- Confirm overall system integrity and performance
- Confirm performance and integrity of GIS-Trimble Unity Maintain integrations
- Address and resolve issues identified; document the findings and fixes
- Capture any cutover issues requiring special handling

Decommissioning Old GIS Environment (optional task)

- De-provision licenses and authorization files in old environment
- Archive data according to best practices and client-directed preferences
- Uninstall ArcGIS Enterprise components
- Document steps taken

Knowledge Transfer & Closeout

- Provide knowledge transfer session for relevant staff
- Review upgraded systems' architecture, integrations, capabilities, and administration best practices
- Discuss key considerations for ongoing maintenance
- Deliver final closeout report & conclude the task order

Deliverables

- Cutover runbook
- Communication plan
- Functioning ArcGIS Enterprise + Trimble Unity on new server infrastructure
- Technical Documentation

Cost Estimate

<i>Item</i>	Fixed Fee
ArcGIS Enterprise + Trimble Unity Cutover	\$9,500
Decommission Old GIS Environment (optional task)	\$1,650

Total (fixed fee)	\$11,150
--------------------------	-----------------

Timeline Estimate

This phase is expected to be completed over a 6–10-week period, including planning, preparation, cutover, validation, decommissioning, and closeout activities. The project will commence with a kickoff meeting scheduled within 10 business days of LOA execution or notice to proceed. This timeline assumes timely access to systems and staff availability; adjustments may be required based on scheduling needs or other client-driven dependencies.

Assumptions & Constraints

- The City of Minot will provide timely access to all relevant systems, data, environments, and stakeholders needed to complete the migration and testing activities.
- City of Minot IT staff will provision the target VMs and install compatible versions of Windows Server and MS SQL server appropriate for the target state versions of ArGIS Enterprise
- The city has appropriate licensing in place for ArcGIS Enterprise, ArcGIS Pro, and applicable FME components to support all phases of the project.
- Stakeholders will be available for coordination, testing, & knowledge transfer activities.
- Any required modifications to external systems (e.g., Firebird database) that go beyond adjusting data connectivity for FME will fall outside the scope unless separately authorized.
- System downtime required for the production upgrade must be scheduled in advance and is limited to a mutually agreed maintenance window.
- Support for third-party applications that depend on ArcGIS Enterprise are not included in this scope.
- After performing discovery, Timmons reserves the right to update scope & pricing of any tasks/phases if discovery findings deem that additional work may be required to fulfill the project requirements.

Attachment B – Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group’s verification shall be at Client’s sole risk and without liability or legal exposure to Timmons Group or Timmons Group’s employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.

5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group; such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.
8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.
9. **DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment or enforce the terms of this Agreement, the Client agrees to pay, in addition to all amounts due, the greater of (i) Timmons Group's reasonable attorneys' fees and related legal expenses, or (ii) an amount equal to 25% of the total balance owed, including any applicable interest. These legal expenses shall also include the cost, at Timmons Group's standard hourly billing rates, of time devoted to such proceedings by its employees. The parties agree that any such litigation shall be brought in a court of competent jurisdiction, including the jurisdiction where the Project is located.
10. **INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
11. **MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
ENGINEERING CONSULTANTS EXPENDITURES FOR THE ASSET
MANAGEMENT SOFTWARE UPDATE AND APPROVE THE TRANSFER AND USE
OF WATER-SEWER-STORM SEWER FUND RESERVES.**

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

- §1: An ordinance amending the 2026 budget to increase the engineering consultants expenditures for the asset management software update:

10038000-43040		\$135,000
14061000-49101		135,000
10000000-39106		135,000

- §2: Approve the transfer of Water-Sewer-Storm Sewer cash reserves:

14061000-49101		135,000
10000000-39106		(135,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor and Members of the City Council

FROM: Dale Plessas, Deputy Police Chief

DATE: June 15, 2026

SUBJECT: ACCEPTANCE OF THE TWO SUBMITTED PROPOSALS FOR ANIMAL POUND SERVICES AND AUTHORIZE STAFF TO NEGOTIATE TERMS OF AGREEMENT

I. RECOMMENDED ACTION

It is recommended City Council consider the proposals from AEL and Hairball Haven and, if approved, authorize the Chief of Police to negotiate terms of the agreement with the knowledge that acceptance of these proposals is roughly the equivalent of 5–6 police officer positions (currently unfunded and not included in the draft proposed MPD 2027 budget scenario).

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

On January 23, 2026, the Minot City Council declined to approve the renegotiated contract with Souris Valley Animal Shelter (SVAS) and directed staff to prepare a new Request for Proposal (RFP). The revised RFP was to separate services for cats, dogs, and exotic animals, and include requirements for veterinarian services and financial reporting. On February 17, 2026, the Council approved the updated RFP and authorized staff to begin advertising.

When the RFP period closed, the City of Minot received two proposals. The first was from the Animal Empowerment League (AEL), which proposed providing services for dogs, reptiles, pocket pets, and livestock. The second proposal, submitted by Hairball Haven, focused solely on providing care for cats.

B. Proposed Project

AEL and Hairball Haven's proposals complement one another, as each organization is proposing to manage a different portion of the City of Minot's animal care needs. AEL proposed providing services primarily for dogs, while

Hairball Haven's proposal focuses exclusively on cats. Although each proposal stands independently, together they offer an approach to meeting the City's pound service requirements.

C. Recommendation Detail

AEL and Hairball Haven are currently working under a temporary agreement with the City of Minot for Pound Services. AEL does not possess a suitable facility at this point and is utilizing a temporary location provided by Ward County at the request of the City of Minot.

IV. IMPACT

A. Service/Delivery Impact:

Providing emergency pound services will, at a minimum, maintain compliance with ND statute for animal care when required. Full pound services will continue to provide the level of care the community is accustomed to.

B. Fiscal Impact

AEL's proposal includes negotiable pricing options ranging from \$270,240.00 to \$363,290.00 annually.

Hairball Haven's proposal is primarily usage-based. Based on preliminary estimates calculated by averaging March and April expenses under the temporary contract and applying a 10% increase to account for anticipated higher usage during the summer and fall months, the projected annual cost is approximately \$92,264.97.

The total estimated fiscal impact is \$455,554.96

Project Costs

AEL -	\$363,290
<u>Hairball Haven -</u>	<u>\$92,264.97</u>
Total Project Cost -	\$455,554.96

Project Funding

10021000-44340 - Animal Pound Services — (\$200,000.00)
Cash reserves - (\$255,554.96)

It should be noted that the true fiscal impact is not only measured within the police department, but also across all departments in the city. In a zero-sum game scenario, this cost increase for animal pound services will likely result in a decrease in the 2027 budget for other city departments.

VI. ALTERNATIVES

1. The City Council may reject both proposals and direct the Police Department to pursue options for an emergency-only animal pound operation. The proposed budget in the City Manager-directed 3% budget reduction scenario is listed as approx. \$100,000, which includes \$3,000 per month for the Trinity Health Facility. This alternative is effectively removing Pound Services on January 1, 2027. "Emergency Only" animal services would include arrests, abandonment or circumstances that are truly unavoidable. Regular animal calls would have to be rejected or declined.

2. The City Council may reject both proposals and direct the Police Department to explore establishing and operating a city-run pound.

3. The City Council may reject either proposal and direct the Police Department to evaluate alternative animal pound service options.

4. If the Council accepts the above proposal and desires to move forward with a city-run pound/shelter, listed below are the next steps in the implementation process:

- Acceptance of RFP for Hairball Haven & AEL (Animal Empowerment League) — June 15, 2026
- Contract for rental property from Trinity Health—\$3,000 per month, beginning September 1, 2026
- Approval to move forward with RFQ for Pound Building Design, etc., from recommendation of the Development Review Team (DRT) OR Council could direct staff to pursue a long-term lease.
- Finalized Site Plan Drawing goes to the Planning Commission for recommendation of the proposed Master-Plan Amendment to the Public Works Site.
- Acceptance of the plan from City Council to move forward with the recommendation and build process.
- June 10th — Civil Service Commission Meeting: Approval of Job Descriptions for Pound/Shelter Manager and Veterinarian Technician.



Animal Empowerment League
% Kasey Breuer, Executive Director
25 19th Ave SE
Minot, ND 58701

March 18, 2026

City of Minot
Attn: City Clerk Animal Pound RFP
PO Box 5006, 10 3rd Ave SW
Minot, ND 58702-5006

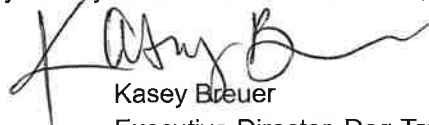
To Whom It May Concern:

Animal Empowerment League (AEL) incorporated as a 501(c)(3) nonprofit organization March 18, 2021. We seek to fill a need in the community of targeting pet overpopulation at some of its main sources; outdoor cats and barriers to pet ownership. All of our programs have been powered by donations and volunteers only since inception. Our current program structure is as follows:

- Community Cats
 - Trap-Neuter-Return Education
 - Trap-Neuter-Return Services
 - No-Cost Trap Loan Bank
 - Caregiver Data Registry
 - Barn Cats
 - Winter Cat Shelter Annual Workshop
- Pet Retention Programs
 - Dog Training With Kasey
 - Foster Friends, foster placement for families experiencing hardship/transition
 - Lend A Paw Pet Pantry
 - Furever Friends, cremation services in support of tragic cases encountered by Animal Control
 - Humane-live dog trapping for dogs in survival mode
 - Low-cost microchipping services
- Adoptions with all core veterinary provided and lifelong behavioral support for each animal

We seek to expand our services, primarily dogs, by offering our professional services and knowledge in the animal welfare industry including but not limited to animal care and husbandry, handling of dogs of varied temperaments, and proper biosecure, cleaning, and sanitation measures to prevent transmission of diseases. Animal Empowerment League is bound by our proposal as submitted unless modifications are mutually agreed to by the City and AEL. We are excited to share our passion for animal welfare with the City of Minot and look forward to working together to achieve your goals. You may contact me anytime at 507-400-3221 or kasey@aelrescue.org.

Thank you for your time and consideration,



Kasey Breuer
Executive Director, Dog Trainer

Executive Summary

Minot has long faced a pet overpopulation problem; Animal Empowerment League aims to provide sustainable options to impact future generations. Animal Empowerment League has been committed to targeting pet overpopulation, at its source, since the organization began in 2021; serving both Minot and surrounding areas. Although our organization is young in non-profit terms, our mission has proven as important which has led to us growing exponentially. We began our non-profit with a well-rounded professional background so we hit the ground running. Endeavoring in the Animal Pound Services will allow us to impact more animals as well as place a stronger focus on increasing our mission work in Minot by placing us in a position to focus 100% on rescue.

We pride ourselves in continued education for both staff, volunteers, and the public. Safety is a top priority in all that we do. Animal Empowerment League's mission is to "focus our rescue efforts to give under-served animals the tools and opportunities they need to thrive" Animal Empowerment League's Values are as follows:

Relationship We build positive relationships with individuals, organizations, and animals for a purpose greater than ourselves.

Connection We understand the power of human connection and networking to create a bigger impact for the animals in our community.

Education We believe in the power of lifelong learning to create compassion and understanding amongst people to positively impact animals at a greater capacity.

Transparency We understand the importance of transparency to maintain strong trusting relationships within our community.

Equity We believe all animals have the right to access basic needs and that humans have an obligation to be the advocating voice for animals.

Animal Empowerment League has unwavering commitment to Minot with a strong knowledge of Minot's animal welfare history to know what is needed moving forward. We know that Minot averages around 800 impounded animals per year with approximately half being dogs and half being cats. AEL is committed to servicing approximately 400 dogs in a year's time. Our contract pricing includes options, both for simple services and for sustainability, is within industry standards, is conservative by covering costs only with no markup, and requires fundraising on AEL's part to make up the difference in veterinary costs. Contract pricing options are available as low as \$270,240.00 annually and as high as \$363,290.00 annually.

We are eager to see what the future holds for Animal Empowerment League and the City of Minot. Together, we can do so much and impact the web of social issues in our community dramatically.

Proposal for Animal Pound Services for the City of Minot

1) Organizational Background

- a) Animal Empowerment League was co-founded by two animal welfare professionals, Kasey Breuer and Lauren Rogers. Kasey Breuer attended MSU-B (nka Dakota College at Bottineau) and obtained an AA in Floriculture and Horticulture. This program had a strong focus on business to steer students towards opening their own floral shop. Kasey began her work in the animal welfare industry with fostering cats. She learned directly from the veterinarians she worked with and fostered hundreds of cats before becoming involved further in the industry. In 2018, she served on a board of directors for a local animal shelter. In 2019, she stepped down from the board to take a position as an Operations Director. During this time, she became FearFreeShelters Certified, completed a Facility Design Bootcamp from the Koret Shelter Medicine Program, worked closely with a Veterinarian Technician and volunteer Veterinarian. In 2021, Kasey fostered a dog with severe behavioral challenges. Kasey completed two years of intensive, in person mentorship from Monica Heath-Brost that included basic obedience, aggression, behavior management, and escape prevention. Monica operates her own dog training business specializing in behavior modification and holds a Bachelor degree in Animal Behavior and Business Administration from Carroll University. Through an ongoing mentorship with Monica, Kasey launched Animal Empowerment League's dog training program which provides modern and humane dog training methods to the Minot area. Lauren Rogers has been in the animal welfare industry for over a decade, primarily in animal care and welfare. In 2018, she received certification in Professional Pet Boarding Canine Infectious Respiratory Disease. From 2019-2021 she served in a leadership position overseeing the care and medical needs of all the animals in a local shelter. Lauren also completed a Facility Design Bootcamp. In July 2021 she received a certification for Animal Shelter Behavior Management from the University of the Pacific. In May 2023 she received certification in a Veterinary Assistant program from the Animal Behavior College. Lauren is also FearFreeShelters Certified and also has acquired FearFree Certified Professional credentials.
- b) Animal Empowerment League (AEL) incorporated as a 501(c)(3) nonprofit organization March 18, 2021 EIN available upon request
- c) Animal Empowerment League's mission is to "Focus our rescue efforts to give under-served animals the tools and opportunities they need to thrive."
- d) Animal Empowerment League has historically operated as a volunteer organization. Operations are run and overseen by Kasey Breuer.
- e) Relevant experience, see Statement of Qualifications

2) Statement of Qualifications

- a) **Service Intent** - Animal Empowerment League intends to provide services for dogs in the City of Minot needing temporary shelter from the elements and provide access to food, water, veterinary care, and loving humane treatment. AEL is also intending to offer services to reptiles, pocket pets, and livestock at the City's discretion.
- b) **General Description of Experience Rendering the Service**
 - i) Working relationship with Animal Control for over six years
 - ii) FearFreeShelter Certified, Lauren Rogers & Kasey Breuer [www.fearfreeshelters.com]
 - iii) Animal Shelter Behavior Management Certification, University of the Pacific, Lauren Rogers
 - iv) Two year, in-person, mentorship with Monica Heath-Brost in Dog Training with focus on basic obedience, aggression, behavior management, and escape prevention, Kasey Breuer
 - v) Professional Pet Boarding Canine Infectious Respiratory Disease Certification, Lauren Rogers
 - vi) Veterinary Assistant Certification, Animal Behavior College, Lauren Rogers
 - vii) January 5, 2023 FearFree Certified Professional, Lauren Rogers
 - viii) Familiarity with Best Practice Playbook for Animal Shelters by Dr Sara Pizano
 - ix) October 2024, Successfully completed a large 64 cat "Noah Syndrome" project in Ward County at a single residence totaling approximately \$16,000 in veterinary care, transport, and pre-adoption care, Kasey Breuer & AEL Volunteers in conjunction with homeowner and Adult Protective Services

- x) Jan 2025, Successfully completed a large 25 dog trapping project on a farm property between Velva and Karlsruhe, Kasey Breuer with AEL Volunteers, For Belle's Sake, and Furry Friends Rockin Rescue (Bismarck)
- xi) March 2025, Successfully completed a large 50 cat trapping project in South Minot at a single residence totaling approximately \$12,500 in veterinary care, transport, and pre-adoption care, Kasey Breuer & AEL Volunteers in conjunction with homeowner and their close friend

c) Experience or Background in Developing Animal Pound Services

- i) Facility Design Bootcamp completion, Koret Shelter Medicine Program, Lauren Rogers & Kasey Breuer
- ii) Previously worked in a local shelter that held contracts with several counties and billed each respective county according to the drafted MOUs, Kasey Breuer
- iii) Familiarity with local City of Minot ordinances regarding treatment of animals
- iv) Familiarity with North Dakota Century Codes regarding treatment of animals
- v) Familiarity with ASV Guidelines for Standard of Care in Animal Shelters
(1) [Asvguidelinessecondedition-2022.pdf](#)
- vi) Familiarity with incidents that may require the involvement of North Dakota State Veterinarian

d) Affirmative Action Policy

- i) Animal Empowerment League (AEL) is committed to providing a workplace free from discrimination or harassment. We expect every member of the AEL community to do their part to cultivate and maintain an environment where everyone has the opportunity to feel included, and is afforded the respect and dignity they deserve. Decisions related to hiring, compensating, training, evaluating performance, or terminating are made fairly, and we provide equal employment opportunities to all qualified candidates and employees. We examine our unconscious biases and take responsibility for always striving to create an inclusive environment that makes every employee and candidate feel welcome. We never discriminate based on race, religion, national origin, gender identity or expression, sexual orientation, age, or marital, veteran, or disability status.

e) Published Articles

- i) March 23, 2021, KX News
[Two Minot women create nonprofit to help underserved animals | KX NEWS](#)
- ii) September 5, 2022, The Dakota
[5K for Animals in Need | The Dakotan](#)
- iii) August 5, 2023, Minot Daily News
[Minot woman helps pet owners in harsh economy | News, Sports, Jobs - Minot Daily News](#)
- iv) August 7, 2023, KMOT TV
[With pet food costs on the rise, Lend-a-Paw Pet Pantry is here to help](#)
- v) November 26, 2025, Minot Daily News
[Animal Empowerment League prepares for TNR fundraiser | News, Sports, Jobs - Minot Daily News](#)
- vi) February 19, 2026 The Dakota / Minot Talk
<https://www.facebook.com/watch/?v=797161873400446>

f) Annual Financial Statements -

- i) Important Note: Profit & Loss Statement is currently unavailable as our animal rescue software does not have this report available. We recently purchased Quickbooks and transferred our bookkeeping to a professional accounting business because we could not keep up in a timely manner. Our books are in the process of being updated and caught up to today.
- ii) Profit & Loss - See **Exhibit A**, We are including our Income/Expenditure report as this is the closest report we have to a Profit & Loss. Of note; approximately \$10,000 of electronic payments are not included in this Income/Expenditure report and the remaining difference reflects the amount we owed to our veterinarian. This amount has been paid down significantly to date.
THESE RECORDS HAVE NOT YET BEEN RECONCILED

- iii) Balance Sheet - AEL wishes to exclude our year end 2025 balance sheet as these records have not yet been reconciled and the balances do not accurately reflect any of our assets. Once our records have been reconciled, we are happy to provide a balance sheet. The current balance sheet is, for lack of a better term, useless.

3) Facility Description

- a) Location - To be determined as the City of Minot sees fit. Animal Empowerment League does not have the annual revenue to sustain an additional facility large enough for housing dogs. Our current operations, for dogs, are foster-based only. We do not find it appropriate to house City stray hold or dogs awaiting disposition from the court in a foster capacity. Our cats are housed at our "Volunteer Hub". This is a detached garage that has been converted into a cat rescue space. It is not large enough, nor appropriate, to house dogs with cats in this same space.
- b) Capacity - To be determined as the City of Minot sees fit. Based on our area's current overall kennel capacity, the City would be wise to include, at minimum, 12 kennel runs. To fulfill the population needs for the Minot and Ward County area, 16 more kennels could be added for a total of 28 kennel runs. This equals approximately 40 kennel runs, when combining the number of kennel runs at the City Pound and Souris Valley Animal Shelter.
- c) Veterinary Services (if any) - To be determined as the City of Minot sees fit through their Veterinary Contracts. Animal Empowerment League works with several area veterinarians including Pinkerton Animal Hospital, The Pet Vet, Towner Animal Health Clinic, and Feiring Veterinary Services. We have traveled to Bismarck for specialty appointments when needed. We feel we are able to care for an animal with the variety of veterinary professionals we are in communication with. In addition, Lauren Rogers is a Certified Veterinary Assistant.
- d) Hours of Operation - Staffing on-site from 7a-11a, 12p-4p, and 5p-9p; Staffing availability may fluctuate to accommodate animal meet and greets, animal adoptions, veterinary appointments, special events, fundraising events, inclement weather, and holidays.
- e) Photos of Facility - Our current operations run from our "Volunteer Hub" located at our Co-Founder's property. We welcome in-person tours but wish to refrain from public photos for both safety and irrelevancy to the proposal for housing dogs.

4) Scope of Work

- a) Dogs primarily
- b) Reptiles come in few and far between. AEL is willing to do one of two options:
 - i) Assist Animal Control in networking reptiles to a reptile specific rescue which may or may not produce immediate results
 - ii) Intake the reptiles to AEL's Volunteer Hub which would provide a species-appropriate housing away from the high decibels that dogs produce in a kennel environment. If a permanent City building plan provides the space for reptiles to be appropriately housed, then we would use the space provided. The minimal boarding fee provided in this bid simply allows AEL to purchase any needed items to house the reptile(s). *Minot City Ordinance DOES have prohibited reptiles listed so an immediate intake option may be the most appropriate.*
- c) Pocket Pets
 - i) Animal Empowerment League will accept pocket pets included under the same bid as reptiles.
- d) Livestock
 - i) Animal Empowerment League has reputable and qualified contacts that would take livestock on an as needed basis. Since livestock intakes are diverted to other contacts and need only networking to find placement, AEL will not be charging for this service.

5) Approach to Services

- a) Intake
 - i) Intake from Minot Animal Control and Minot Police Department Officers only.
 - ii) Animal Empowerment League nor MPD will not be accepting owner surrenders at this time
- b) Care

- i) Care will be provided by 4-5 trained AEL staff with supplemental care provided by trained Volunteers. Training will be provided by Staff only. Volunteers do not train other volunteers. Volunteers will always be paired with a staff member.
- c) Adoption
 - i) Dependent on what MPD is comfortable with. If AEL is allowed to invite the general public in for adoption meet and greets, adoption rates are 82% higher than appointment-based meet and greets due to the increase in visibility and emotional connection. [[Comparison of the Number of Dog Adoptions in a Pilot Program That Restored Limited Visitor Access to Kennels: A Community Case Report | Journal of Shelter Medicine and Community Animal Health](#)]
 - ii) If the general public will not be allowed into the facility for adoption meet and greets, AEL will network animals online and at special events. Meet and greets would be appointment based only. AEL would also work to transfer dogs to other rescues/shelters when/if possible to continue to keep the rotation as fluid as possible.
 - iii) Once the animal is in AEL custody, AEL will provide the following for all adoptable dogs: microchip with free lifetime registration, free dog training sessions for the lifetime of the animal through AEL's dog training program, Dog Training with Kasey, rabies vaccination, distemper/lepto vaccination, bordetella vaccination, dewormer, first City of Minot Animal License, pre-scheduled spay/neuter appointment if spay/neuter is not already completed or animal is too young, bag of go home food, martingale collar, adoption photo, and adoption packet. If available, AEL may transfer the dog into foster care. If not available, AEL would need to keep the dog at Minot City Pound for housing until adoption or transfer.
- d) Euthanasia policies
 - i) Euthanasia due to severe injury, illness, or safety concerns during the animal's stray hold will be performed as a final act of kindness to the animal with a staff member present at the appointment. The City will not incur any additional charges as this fee is intended to be covered by the monthly Animal Care Fees that Animal Empowerment League invoices the City for.
 - ii) Euthanasia due to severe injury, illness, or safety concerns after the animal's stray hold will be performed as a final act of kindness to the animal with a staff member present at the appointment. Animal Empowerment League will pay any associated fees.
 - iii) All court ordered euthanasia's will be performed in accordance with the law.

6) Reporting and Accountability

- a) Data tracking
 - i) AEL utilizes a rescue/shelter software to track all of our animal and people information. The software allows us to enter license information which then becomes searchable within our program. It also allows for auto-upload to pet adoption marketing pages when the animal is available. We are able to pull reports on animal counts at any time.
- b) Record-keeping
 - i) Upon impoundment, a Community Service Officer (CSO) should complete an intake form and attach it to the clipboard the animal is housed in. At the earliest opportunity, AEL staff will conduct an intake exam on the animal. AEL will record the information in their shelter software and the intake papers will go to PD when reclaimed or at the end of the month if not reclaimed.
- c) Fee collection processes
 - i) AEL would like to mimic the fee collection process that has been utilized during the Emergency Animal Services contract. This involves having a City employee answering the pound phone line, answering questions related to pound management, including whether an animal has been impounded, reclaim fees, and release procedures, determining proof of ownership, collecting associated impound fees, and conducting the reunification process.
 - ii) Fee collection and licensing allows the City to recuperate costs of Animal Pound Services
- d) Monthly expense reporting will be required to include balance sheets and profit and loss statements

7) Insurance Documentation

- a) Proof of Coverage - See **Exhibit B**
- b) Current policy expires 03/04/2027

8) Proposed Rate Schedule

a) Impoundment fees

- i) AEL would like to mimic the impoundment fees that have been utilized during the Emergency Animal Services contract with impoundment fees being collected directly by a City employee. Due to underestimated costs for the Emergency Proposal, impoundment fees may need to be increased.
- ii) In addition; AEL suggests a fee schedule similar to the following for licensing of animals

Intact Animal, No Microchip, No Rabies Vaccine	Highest Fee
Intact Animal, No Microchip, Rabies Vaccinated	Discounted for rabies vaccinated animal
Intact Animal, Microchipped, No Rabies Vaccine	Discounted for microchipped animal
Intact Animal, Microchipped, Rabies Vaccinated	Discounted for microchipped and rabies vaccinated animal
Sterilized Animal, No Microchip, No Rabies Vaccine	Discounted for sterilized animal
Sterilized Animal, No Microchip, Rabies Vaccinated	Discounted for sterilized and rabies vaccinated animal
Sterilized Animal, Microchipped, No Rabies Vaccine	Discounted for sterilized and microchipped animal
Sterilized Animal, Microchipped, Rabies Vaccinated	Lowest Fee

Microchipping and free registration is available through Animal Empowerment League for \$10/animal

b) Veterinarian services

- i) Non-applicable if MPD/City continues to separate the animal services contracts from the veterinary contracts.
- ii) AEL has several veterinarians that we partner with to achieve our medical care goals. Our most frequented veterinary clinics include; Feiring Veterinary Services, The Pet Vet, and Pinkerton Animal Hospital.

c) Annual/monthly fees

	Monthly	Annually
(OPT 1) Staff salary for 4 staff members w/MPD doing Admin/RTO/Recordkeeping	\$20,020	\$240,240
(OPT 2) Staff Salary for 5 staff members w/AEL doing Admin/RTO/Recordkeeping	\$24,180	\$290,160
Animal Care Monthly Flat Rate Includes: Food, Euthanasia, Disposal/Cremation/Burial, Insurance, Core Vaccinations (public safety), Microchips, and Disinfectant — This averages out to a cost of \$75 per dog	\$2,500	\$30,000
(OPT IN/OUT) Animal Investment Monthly Flat Rate - Increases Adoption Rates. Also increases taxpayer and City savings long-term. One intact female dog over the course of on year can produce 6-10 puppies per litter. If each adoptable dog procreates 6 puppies, that is an estimated 212 dogs x 6 puppies per dog...meaning 1,272 more dogs. At an average of \$400/spay/neuter, 1,272 dogs cost \$508,800 to spay/neuter. The investment is \$200/dog x 212 dogs to mitigate the \$451,200) This model creates sustainability for both the Provider and the City. AEL must fundraise for the remaining portion of the spay/neuter cost. Based on 47% dogs RTO	\$3,133.33	\$42,400

(OPT IN/OUT) Reptiles & Pocket Pets (PP) Flat Rate	\$60.84	\$730.00
Livestock Flat Rate	\$0.00	\$0.00
Option 1 Total Opt In Investment - Opt In Reptiles/PP	\$26,114.17	\$313,370.00
Option 1 Total Opt In Investment - Opt Out Reptiles/PP	\$26,053.34	\$312,640.00
Option 1 Total Opt Out Investment - Opt In Reptiles/PP	\$22,580.84	\$270,970.00
Option 1 Total Opt Out Investment - Opt Out Reptiles/PP	\$22,520.00	\$270,240.00
Option 2 Total Opt In Investment - Opt In Reptiles/PP	\$30,274.17	\$363,290.00
Option 2 Total Opt In Investment - Opt Out Reptiles/PP	\$30,213.34	\$362,560.00
Option 2 Total Opt Out Investment - Opt In Reptiles/PP	\$26,740.84	\$320,890.00
Option 2 Total Opt Out Investment - Opt Out Reptiles/PP	\$26,680.00	\$320,160.00

- i) The \$14,631 Monthly Flat Rate between staffing and animal care fees in Emergency Proposal was estimated low once we learned how much insurance would cost, what monthly expenses truly look like, and staffing needs/costs that were not considered previously.

9) References

- a) Name: Feiring Veterinary Services
Address: 6698 94th Ave NW, Powers Lake, ND 58773
Phone Number: 701-629-1746
POC: Dr. Ceylon Feiring
- b) Name: MonDak Animal Rescue
Address: 6207 1st Ave W, Williston, ND 58801
Phone Number: (701) 577-7387 (Rescue), (701) 770-4611 (Tamara's Personal)
POC: Tamara Rooks
- c) Name: Pet Vet
Address: 12800 90th St SE, Sawyer, ND,
Phone Number: (701) 720-8387
POC: Dr. Sharon Otto-Taflemeyer

10) Subcontractor Disclosure

- a) AEL has no services that will require a subcontractor, currently. Our behavior modification plans and dog training is provided by Kasey Breuer through the rescue.

Income and Expenditure

Criteria:

Enter from date: 01/01/2025

Enter to date: 12/31/2025

Expense

Expenses::Board	\$760.00
Expenses::Bookkeeping	\$460.00
Expenses::Business Fees, Licenses, and Permits	\$0.00
Expenses::COGS (Dog Training with Kasey)	\$471.35
Expenses::Disputed Charges [Fraud]	\$0.00
Expenses::Electricity	\$1,261.18
Expenses::Food	\$7,294.93
Expenses::Gas	\$2,097.84
Expenses::Insurance [Liability, D&O]	\$0.00
Expenses::Insurance [WSI]	\$250.30
Expenses::Marketing	\$216.28
Expenses::Microchips	\$0.00
Expenses::Payroll	\$2,644.26
Expenses::Phone	\$0.00
Expenses::Postage	\$104.46
Expenses::Professional Services	\$5,437.10
Expenses::Quarterly Tax	\$171.62
Expenses::Rent	\$6,200.00
Expenses::Sales Tax	\$0.00
Expenses::S&H	\$0.00
Expenses::Stationary	\$2.69
Expenses::Supplies	\$7,611.54

Expenses::Board	\$760.00
Expenses::Training and Education	\$0.00
Expenses::TransactionFee	\$0.00
Expenses::Vaccines/Meds	\$2,066.30
Expenses: Veterinary Care	\$27,895.98
Expenses::VolunteerAppreciation	\$325.37
Expenses::Water	\$0.00
Total Expense:	\$65,271.20

Income

Income::202110KFORTNR	\$0.00
Income::202210KFORTNR	\$0.00
Income::2022VaccineClinic	\$0.00
Income::202310KFORTNR	\$0.00
Income::2023EasterEggHuntFundraiser	\$0.00
Income::202410KFORTNR	\$2,500.00
Income::202510KFORTNR	\$1,050.00
Income::Adoption	\$2,095.00
Income::ChipSponsor,MakeChipHappen	\$0.00
Income::ChristmasPetPhotos2021	\$0.00
Income::CitySponsor,Level1	\$0.00
Income::CitySponsor,Level2	\$0.00
Income::CitySponsor,MakeChipHappen	\$0.00
Income::DirectedFunds	\$1,625.00
Income::DogTrainingEquipment	\$0.00
Income::DogTrainingWithKasey	\$160.00
Income::Donation	\$38,907.57
Income::EntryDonation	\$0.00
Income::GeneralDonation,TrapLoan	\$0.00

Income::202110KFORTNR	\$0.00
Income::Gifts In Kind: Goods	\$257.72
Income::Gifts In Kind: Services	\$0.00
Income::Gifts In Kind: Vet Care	\$280.73
Income::Grants and Scholarships	\$0.00
Income::GymagicDonationDrive2021	\$0.00
Income::Interest	\$0.00
Income::'LostBoy'EquipmentDonation2021	\$0.00
Income::Microchip	\$330.00
Income::OpeningBalances	\$0.00
Income::OrnamentSales2021TheCreativeNest	\$0.00
Income::SalesTax	\$0.00
Income::Shop	\$0.00
Income::Sponsorship	\$0.00
Income::WaitingList	\$0.00
Income::WardCounty;BoardingServices	\$0.00
Total Income:	\$47,206.02

Report: **Accounts -> Income and Expenditure**

Generated by Animal Shelter Manager 52u [Tue Mar 17 12:36:11 UTC 2026] at Animal Empowerment League on 03/17/2026 by KBreuer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER First Western Insurance P.O. Box 320 Minot ND 58702-0320		CONTACT NAME: Paul Huesers PHONE (A/C, No, Ext): (701) 852-5246 FAX (A/C, No): (701) 420-7301 E-MAIL ADDRESS: paul.huesers@firstwestern.insurance																						
INSURED Animal Empowerment League, Inc. 25 19th Ave SE Minot ND 58701		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Covington Specialty Ins. Company</td><td>13027</td></tr><tr><td>INSURER B:</td><td>Owners Insurance Company</td><td>32700</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Covington Specialty Ins. Company	13027	INSURER B:	Owners Insurance Company	32700	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 26/27 Term**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		8786908C	03/04/2026	03/04/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						Y	56-435095-00	03/04/2026	03/04/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000				
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$										N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Minot is added as primary and noncontributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Minot 10 3rd Ave SW Minot ND 58701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 30,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

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INSURED Animal Empowerment League, Inc. 25 19th Ave SE Minot ND 58701		INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Ins. Company INSURER B: Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13027 32700	

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Premium				

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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

OFADTLCV				
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ANIMAL POUND SERVICES PROPOSAL

Date:

March 19, 2026

Submitted to:

City of Minot
Attn: City Clerk Animal Pound RFP
PO Box 5006
10 3rd Ave SW
Minot, ND 58702-5006

Submitted by:

Hairball Haven
Attn: Natalie Davy
PO Box 3597
2105 N Broadway
Minot, ND 58702



March 19, 2026

Dear Chief Frye, Deputy Chief Plessas, and Proposal Review Committee:

Hairball Haven is pleased to submit this proposal for the City of Minot Animal Pound Services Feline contract.

Hairball Haven is a volunteer-based, nonprofit, 501(c)3 feline rescue organization based in Minot. Our mission is threefold: 1) We spay/neuter every feline taken into our care and immediately provide required vaccinations, 2) We provide necessary veterinarian services for sick and/or injured cats, and 3) We adopt healthy and happy cats/kittens to loving and forever homes.

Included in this proposal is all required information stipulated in your RFP.

Hairball Haven agrees to and is bound by the proposal as submitted unless modifications are mutually agreed to by the City and Hairball Haven.

We are eager to continue providing this important service to our city at the conclusion of our interim contract with you.

Sincerely,



Natalie Davy LVT
Hairball Haven Director

hairballhavenfr@gmail.com

701-371-4917

PO Box 3597

2105 N Broadway

Minot, ND 58702

EXECUTIVE SUMMARY (RFP A.2.)

Hairball Haven is a volunteer-based, nonprofit, 501(c)3 feline rescue organization based in Minot. Our mission is threefold: 1) We spay/neuter every animal taken into our care and immediately provide required vaccinations, 2) We provide necessary veterinarian services for sick and/or injured cats, and 3) We adopt healthy and happy cats and kittens to loving and forever homes.

Since 2015 Hairball Haven has provided feline rescue services in Minot and surrounding areas. The organization is led by experienced animal care and non-profit management professionals (see below) and supported by a 40-plus team of volunteers. Hairball Haven has a proven track record of quality care and adoption placements, fundraising and financial transparency, and public outreach and community engagement.

Hairball Haven is located at 2105 N. Broadway at the West end of the building that also houses Pinkerton Animal Hospital. The non-profit occupies 3,707 square feet with 41 small and large enclosures with a maximum occupancy of 89 residents. Our Director since 2021, Natalie Davy is a Licensed Veterinarian Technician (LVT) with 23 years of professional experience rescuing animals and providing medical care to various animal species. Our Operations Lead is Rachelle Scheresky, a Minot resident, has a history of volunteer recruitment, non-profit organization, and has supported animal rescue efforts for 15 years.

Hairball Haven will submit to the City a monthly report with invoice. The monthly report/invoice will include, but is not limited to:

- total number of felines impounded each month
- total number of days each feline was cared for
- total number of cats returned to owners
- total number of cats euthanized
- total number of cats relinquished to Hairball Haven/Natalie Davy for re-homing

The monthly report will also include documentation/discussion of 1) progress/successes in given month as well as 2) problems encountered and how they were resolved.

Our cost model and proposed rate structure includes four elements:

- 1) Cat Rescue Fee Total: Set fee per day per cat
- 2) Facility Charge: Set fee per month
- 3) Vet Care (variable, as incurred)
- 4) Misc (variable, as approved by the City)

Hairball Haven has qualified professionals, transparent operations and a highly functional facility to successfully meet the City's requirements. We will provide the highest level of care at the best value to the City.

ORGANIZATIONAL BACKGROUND (RFP A. 3a)

Hairball Haven was founded in 2015 by a previous City of Minot employee, Tanya Mendelsohn. When she left the city, Hairball Haven's future was unknown. In 2018, Natalie Davy joined the organization and brought her passion for rescuing and rehoming pound cats. From its inception until 2021 the organization operated as a foster-only service. All rescued cats were taken in and cared for by volunteers in their private homes until adoption. In 2021, the organization secured a dedicated facility in North Minot at which they operate today.

Hairball Haven is a volunteer-based, nonprofit, 501(c)3 feline rescue organization based in Minot. Our mission is threefold: 1) We spay/neuter every animal taken into our care and immediately provide required vaccinations, 2) We provide necessary veterinarian services for sick and/or injured cats, and 3) We adopt healthy and happy cats and kittens to loving and forever homes.

Our Director since 2021, Natalie Davy (Bachelor of Science from North Dakota State University, 2003) is a Licensed Veterinarian Technician (LVT) with 23 years of professional experience rescuing animals and providing medical care to various animal species.

Our Operations Lead is Rachelle Scheresky, a Minot resident, graduating with a Bachelor of Science degree from Minot State University in 1992. She has a history of volunteer recruitment, non-profit organization, and supported animal rescue efforts for 15 years.

Our roughly 40-plus volunteer team provides care to residents 365 days a year, conducts community events, including weekly open houses, and—last year alone—facilitated 362 adoptions. Upon rescue, our residents often require costly medical care. A dental cleaning—a frequent need, for example, can be nearly \$1,000; a surgery to remove a diseased eye runs around \$400; and a limb amputation ranges between \$800 and \$1500. Hairball Haven is a financially stable organization funded entirely with donations. And when we rescue cats and kittens in need of advanced medical care, we turn to our hundreds of loyal community patrons with special donation requests.

STATEMENT OF QUALIFICATIONS (RFP A. 3b and A. B. 1-6)

- **General description, experience and qualifications:**

Since 2015 Hairball Haven has provided feline rescue services in Minot and surrounding areas. The organization is led by experienced animal care and non-profit management professionals (see below) and supported by a 40-plus team of volunteers. Hairball Haven has a proven track record of quality care and adoption placements, fundraising and financial transparency, and public outreach and community engagement.

- **Experience or background in developing animal pound services:**

Natalie Davy, Hairball Haven Director, has a long history of working with animals. Upon finishing college, she was hired by the National Aeronautics and Space Administration. From 2003-2005 she was a Payload Specialist at Kennedy Space Center in Florida. Working with NASA scientists and engineers, she prepared the animals that would travel on the Columbia STS-107 Shuttle Mission.

After returning to ND in 2005, Natalie began working at Minot Vet Clinic as a licensed veterinary technician (LVT). While there, the clinic provided the City of Minot Pound services. She gained hands-on experience performing the daily responsibilities of an animal pound services professional: running daily assessments of facility operations, conducting regular health exams, performing euthanasia as directed and recruiting potential adopters. At that same time, Natalie began rescuing animals slated for euthanasia from City impound.

In 2013 she joined Core Animal Clinic, growing her career as an LVT. In 2018 she began providing vet technician services to Hairball Haven and in 2021 was named Director.

- Her responsibilities include:
 - Financial oversight
 - Day-to-day health and medical care of residents
 - Illness/injury diagnosis and treatment
 - Policy/protocol management

Rachelle Scheresky, Hairball Haven Operations Lead, began fostering in 2011 for cats Natalie was rescuing from the pound. In 2020 she started lending her experience to Hairball Haven in non-profit coordination, built over the course of more than a decade managing Minot's American Cancer Society Relay for Life. As a 24-year independent business owner, her organizational abilities, people skills and community engagement experience complemented Natalie's, and in 2023 she was named Operations Lead.

- Her responsibilities include:
 - Operations/records management
 - Volunteer oversight
 - Community outreach

- **Hairball Haven affirmative action policies:** See Attachment A.
- **Financial statements:** See Attachment B.

FACILITY DESCRIPTION (RFP A. 3c)

Hairball Haven is located at 2105 N. Broadway at the West end of the building that also houses Pinkerton Animal Hospital. The non-profit occupies 3,707 square feet with 41 small and large enclosures with a maximum occupancy of 89 residents. The area includes a reception desk, medical treatment area, meeting table, seating area, restroom, sanitation room, and separate quarantine space where Minot City Pound intakes will be housed.

The facility is accessible to the public via a marked front door, and a back door is used by volunteers, with designated Minot City Police staff having 24/7 accessibility with security code entry. The facility is open to the public by appointment only, as well during our weekly "Open Hours", held Thursdays from 4-7 p.m. Security cameras are installed at the exterior back door, exterior front door, and inside the main room.

Primary veterinary services are provided by Natalie Davy, LVT, under the direction of a licensed veterinarian. These procedures include: vaccination, microchipping, de-worming, infection treatment, neutering, parasite control, fluid and wound therapy, blood draws and routine health checks.

If needed, Hairball Haven engages the services of Licensed Veterinarian Dr. Audrey Raby-Grabow (DVM). Spaying, oral and ocular surgeries, and further diagnostics are conducted by Pinkerton Animal Hospital for a fee.



SCOPE OF WORK (RFP A. 3d) and APPROACH TO SERVICES (RFP A. 3e)

Please find below two required proposal sections: A. 3d, the City's stated Scope of Work, and A. 3e, Hairball Haven's approach to fulfilling the requirements. Hairball Haven has the qualified staff, transparent operations and highly functional facility to successfully meet the City's requirements. We will provide the highest level of care for the best value to the City.

Of note:

- For items 8 and 9, if needed, Hairball Haven can meet these requirements. However, per the current City operating procedures, *our proposal does not include these spaces and service.*
- For item 6, *we are including the following recommendation* at the time of the release of the feline by the City for both return to owner and rehoming at Hairball Haven Rescue. Guided by best practices, we recommend that every animal receive 1) a rabies vaccine (partially addressed in current scope of work) 2) an FCVR (distemper) vaccine and 3) a registered microchip. Should the city agree with this recommendation, the City would adjust the final scope of work. We have included the associated cost to the City in our Proposed Rate Schedule.

SCOPE OF WORK (A. B. 1-6)	OUR APPROACH TO SERVICES
1. <i>The impound facility(s) will have the capability to house a minimum of fifteen (15) cats separately; with five (5) kennels being fully enclosed with a top. have a separate area to hold animals that are either injured, sick or suspected of having the rabies virus or other contagious disease(s).</i>	Hairball Haven has 34 small-medium kennels which can house up to 2 animals each; 7 large enclosures that can house up to 3 animals each. All enclosures are fully enclosed. We house injured, sick or potentially contagious cats and kittens in a quarantine room, each in separate kennels. Other resident cats are not allowed in the quarantine room. Caregivers must sanitize hands between movement from quarantine room to community space.
2. <i>A veterinarian available on an on-call basis, twenty-four (24) hours a day, seven (7) days a week.</i>	Natalie Davy, LVT, under the direction of a licensed veterinarian, is available twenty-four (24) hours a day, seven (7) days a week. Dr. Audrey Raby-Grabow (DVM) is available on-call if needed.

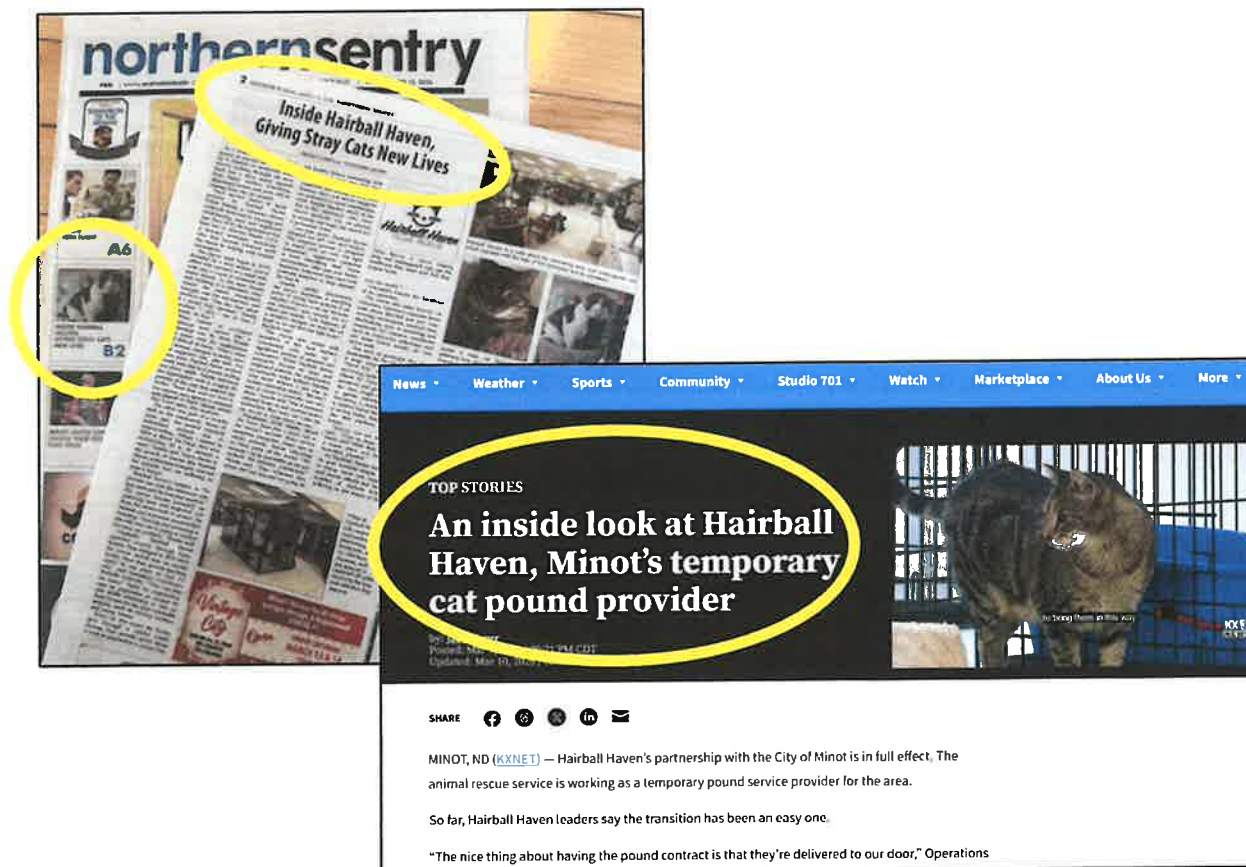
SCOPE OF WORK (A. B. 1-6)	OUR APPROACH TO SERVICES
<i>3. A 24-hour disposal area. In lieu of disposal, the Provider must include the associated costs with alternatives, such as cremation.</i>	Hairball Haven is equipped with 24-hour cold storage to preserve deceased felines. We have an agreement with a local crematorium to pick up and cremate animals as needed. We will invoice the City when this service is administered.
<i>4. A minimum of one (1) veterinary technician and one (1) kennel support staff, available during normal business hours and available on an on-call basis for assistance to the Minot Police Department (MPD) as needed. Routine animal care will be managed by the veterinary technician and kennel support staff.</i>	Hairball Haven will provide to the City an LVT, Natalie Davy, as well as one kennel support person (rotating personnel; scheduled in shifts) during normal business hours. These staff will also be available on an on-call basis after business hours.
<i>5. Animal examinations requested by the Minot Police Department (MPD) will be done at no charge to the City unless drugs or other veterinary supplies are used or needed.</i>	Hairball Haven's policy is to medically examine each intake at such time he/she is calmed enough to be safely handled. If additional treatments are requested by the City, we will invoice for those services.

SCOPE OF WORK (A. B. 1-6)	OUR APPROACH TO SERVICES
6. <i>The Provider agrees or adheres to the following procedures:</i> a. <i>Animals will be held for a minimum of three (3) business days.</i> b. <i>The animals are to be fed at least once a day. Water is given as needed.</i> c. <i>The animals are to be checked on between the hours of 7:00 AM and 9:00 AM, 12:00 (noon) and 1:00 PM, and between 4:00 PM and 5:30 PM.</i> d. <i>The kennels shall be cleaned and disinfected daily.</i>	a. Hairball Haven will house City intakes for a minimum of three (3) business days. Depending on the day of the week and time of intake, a feline may spend up to six (6) days in the care of Hairball Haven. We will invoice for each day the cat is in our care. b. It is Hairball Haven policy to feed residents two (2) times per day with water provided consistently upon intake. c. Intakes will be checked 3 times per day; at each feeding and during staff “rounds”. d. Hairball Haven policy is to clean and disinfect kennels daily. When a resident leaves the City’s care, the enclosure will be deep cleaned prior to placement of a new intake. e. <i>Cats claimed to be returned to owners that have no proof of prior rabies vaccination, will be administered the vaccine prior to being released, per the City’s scope. Hairball Haven will invoice for the vaccine. RECOMMENDATION:</i> Guided by best practices, we recommend that every animal receive 1) a rabies vaccine (partially addressed in current scope; see above) 2) an FCVR (distemper) vaccine and 3) a registered microchip. Should the city agree with this recommendation, the City would adjust the final scope of work. We have included the associated cost to the City in our Proposed Rate Schedule.

SCOPE OF WORK (A. B. 1-6)	OUR APPROACH TO SERVICES
7. A police department supervisor or a Community Service Officer will determine to what extent an injured animal will be treated. No animal will be treated by a veterinarian without authorization by the patrol supervisor or the Community Service Officer.	The Hairball Haven LVT will support the CSO in determining the treatment plan for an injured intake. Before incurring any related costs for treatment, the City will authorize veterinary services.
8. If applicable - An 8' x 12' office space, separate from the veterinary business office, will be provided for issuing summons, releasing of animals, interviewing suspects and preparing reports. An 8' x 12' storage area, separate from the office space, will also be provided for live traps and other animal control-related equipment. A separate, dedicated phone line will be provided for the City Pound phone number.	If needed, Hairball Haven can provide the office and storage space, and dedicated phone line. Per the current City operating procedures, our proposal does not include costs related to space and phone.
9. If applicable- A secretary, receptionist, or business manager will be available to collect fees and issue licenses. The individual will also be responsible for preparing a report to the MPD outlining the City Animal Pound functions monthly, due no later than the fifth business day of the following month. This report will include, but is not limited to, the number of animals impounded, euthanized, released to owner, or rescued; as well as the number of licenses issued. This employee will also be responsible for filing licenses, answering the City Pound telephone, and doing research to assist citizens who call the City Pound telephone and assist with other requests from the Community Service Officers.	If needed, Hairball Haven can provide collection/licensing services. Per the current City operating procedures, our proposal does not include these services. Hairball Haven will submit all required reports with detailed information (see Reporting & Accountability).

SCOPE OF WORK (A. B. 1-6)	OUR APPROACH TO SERVICES
10. The facility (if any) must be accessible to the MPD Community Service and Police Officers twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.	Hairball Haven's West entrance is available to City staff twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. This entrance is monitored via external camera and secured with keyless entry. We will provide a designated entry code for City staff.
11. If applicable- There will also be a space available for the necessary forms, city licenses, and other miscellaneous paperwork required by MPD employees for placement of an animal into the pound.	If needed, Hairball Haven can provide storage space. Per the current City operating procedures, this proposal does not include costs related to this space.
12. The Provider will be responsible for rehoming/adoption or euthanasia to include the disposal of the animals when the three (3) day impound period has been reached, in accordance with Minot City Ordinance. If the animal has been officially turned over to the Provider for rehoming/adoption, the animal becomes the property of the Provider. The Provider will complete the transfer of property custodial paperwork and assume responsibility for the animal once complete.	Hairball Haven does not euthanize healthy cats or kittens. After the three (3) day impound period, if an intake has not been claimed and returned to its owner by the City OR euthanized by medical necessity or direction of the City, Hairball Haven/Natalie Davy will take possession of the animal via City signature.
13. The Provider will be responsible for euthanasia when directed by court order, or the animal has been deemed a dangerous animal, or when medical advice by the veterinarian has deemed it in the best interest of the animal due to sickness, injury, and/or health of the animal. Before euthanasia, the Provider shall obtain clearance to proceed from a member of MPD Command Staff or designee.	When ordered, the LVT will administer euthanasia. Before conducting the procedure, Hairball Haven will obtain specific clearance. We are equipped with cold storage to preserve deceased felines. We have an agreement with a local crematorium to pick up and cremate animals as needed. We will invoice the City per our rate schedule when this service is administered.

SCOPE OF WORK (A. B. 1-6)	OUR APPROACH TO SERVICES
14. The Provider is responsible for all necessary food, water, and cleaning supplies that are required to maintain the care for the animals and pound facility.	Hairball Haven will provide the necessary food and water for City intakes, as well as procure proper supplies for required cleaning and sanitation. We commit to making purchases for the City services as the best possible value.
15. If an animal with special care needs is impounded, it will be the Provider's responsibility to provide the necessary food, bedding, and whatever items may be needed to care for the animal.	During the intake examination or daily checks thereafter, if we determine an animal has special care needs, we will provide/procure all required supplies and/or services.
16. The RFP Proposal will list separate prices for cats. Additionally, the cost of rehoming/adoption, and euthanasia for each type of animal will also be listed separately.	See our Proposed Rate Schedule for Hairball Haven's cost-per-cat rate, overhead expenses and medical services and expenses. Once Hairball Haven/Natalie Davy take possession of the animal via City signature, the intake will become a Hairball Haven resident.



REPORTING & ACCOUNTABILITY (RFP A. 3f)

By the **fifth day of the following month**, Hairball Haven will submit to the City a **monthly report with invoice**. The monthly report/invoice will include, but is not limited to:

- total number of felines impounded each month
- total number of days each feline was cared for
- total number of cats returned to owners
- total number of cats euthanized
- total number of cats relinquished to Hairball Haven/Natalie Davy for re-homing

The monthly report will also include documentation/discussion of 1) progress/successes in given month as well as 2) problems encountered and how they were resolved.

The monthly invoice will be divided into four sections:

- 1) Cat Rescue Fee Total:** Set fee per day per cat (see Proposed Rate Schedule and line-item inclusions)
- 2) Facility Charge:** Set fee per month (based on percentage of Hairball Haven average actuals)
- 3) Vet Care** (variable, as incurred):
 - a. Veterinarian charges
 - b. Medical supplies
- 4) Misc** (variable, as approved by the City):
 - a. Within the first 3 billing periods, we **RECOMMEND** the City approve the purchase of the following items to better accommodate the Minot Police Department officers with safe feline capture and transfer.
 - i. These items include, but are not limited to:
 1. feline live traps
 2. feline feral holding kennels
 3. top-loading feline carriers
 4. pole net

Hairball Haven Director Natalie Davy will be accountable to the City for meeting the requirements of this contract, oversight of staff and services and compliance with terms and conditions.

INSURANCE DOCUMENTATION (RFP A. 3g)

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/27/2026																						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																										
PRODUCER First Western Insurance P.O. Box 320 Minot ND 58702-0320		CONTACT NAME: Paul Huesers PHONE (A/C, No, Ext): (701) 852-5246 FAX (A/C, No): (701) 420-7301 E-MAIL ADDRESS: paul.huesers@firstwestern.insurance <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>The Cincinnati Specialty Underwriters Ins Co</td> <td>13037</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>				INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Cincinnati Specialty Underwriters Ins Co	13037	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																										
INSURER F:																										
INSURED Hairball Haven, Inc. 2105 N Broadway Minot ND 58703																										
COVERAGES CERTIFICATE NUMBER: 25/26 Term REVISION NUMBER:																										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																										
INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			CSU0100304	06/23/2025	06/23/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI Liability &/Or Prop \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																			
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							EACH OCCURRENCE \$ AGGREGATE \$ \$																		
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$																		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE ☐ OTHER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$																		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																										
CERTIFICATE HOLDER				CANCELLATION																						
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																						
				AUTHORIZED REPRESENTATIVE 																						

ACORD 25 (2016/03)

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PROPOSED RATE SCHEDULE (RFP A. 3h)

1. Cat Rescue Fee--\$53.00 per cat/per day

Monthly invoicing based on # of felines impounded

- Daily Fee includes:
 - **Labor: \$45.84 per cat/per day**
 1. Kennel Attendant (cleaning/scooping, feeding, grooming, 2xdaily)
 2. Vet Tech/Vet Assistant (intake exam; 1xdaily health assessment)
 3. Pound Manager (intake administration, financial and staff oversight, invoicing and reporting)
 - **Out of Pockets: \$7.16 per cat/per day**
 1. Food
 2. Shelter, Feeding/Litter Supplies, Bed/Blanket, Toys
 3. Cleaning/Sanitizing Supplies

2. Facility Charge--\$1,025 PER MONTH

Monthly charge calculated as set fee based on % of average actual monthly expenses

- Includes:
 - Rent
 - Utilities: Water, Electricity, Heat
 - Snow Removal
 - Internet/Phone
 - Insurance
 - Office Supplies

3. Veterinary Care—variable, as incurred

After-hours/emergency professional medical care (labor and supplies); outside of daily health/wellness checks.

- **Labor:**
 - Vet Tech in-person visit--\$50/hour
 - Telehealth consultation with Veterinarian--\$100 flat fee
 - Veterinarian in-person visit--\$325 flat fee
- **Medication/supplies** (included in monthly invoice as incurred per cat/kitten, may include, but not limited):
 - Euthanasia--\$125
 - Cremation--\$100
 - Injectable antibiotic--\$20

RECOMMENDATION: Care Upon Release

Guided by best practices, we recommend that **every** animal receive: 1) a rabies vaccine, 2) an FCVR (distemper) vaccine, and 3) a registered microchip. **Should the city agree with this recommendation, the City would adjust the final scope of work to include:**

- Rabies vaccine--\$25
- FCVR (distemper)--\$25
- Microchipping--\$10

4. Miscellaneous—variable, as approved by City

- Within the first 3 billing periods, we **RECOMMEND** the City approve the purchase of the following items to better accommodate the Minot Police Department officers with safe feline capture and transfer. We will work with the City officers to determine which equipment they prefer.
 - These items include, but are not limited to:
 - feline live traps--\$175/per; request 4
 - feline feral holding kennels--\$1,000 (can hold multiple feral cats in divided pens)
 - top-loading feline carriers--\$58/per; request 7
 - pole net--\$150; request 1

REFERENCES (RFP A. 3i)

The individuals below are happy to serve as references for Hairball Haven and are available to answer any questions the City may have. They have also each submitted a letter of support (see Attachment C) that can be used by the City in evaluating our proposal.

- 1) **Kathleen Cunningham** —Community patron
PO Box 2, Burlington, ND 58722
701-240-2401
- 2) **Ron Thunshelle, DVM**—Pinkerton Animal Hospital
2105 N Broadway, Minot, ND 58701
701-852-3055
- 3) **Audrey Raby-Grabow, DVM** —Hugs at Home
9301 352nd St SW, Plaza, ND 58771
435-671-1025

SUBCONTRACTOR DISCLOSURE (RFP A. 3j)

Hairball Haven does not intend to use any subcontractors to fulfill the requirements of the contract.

ATTACHMENT A: AFFIRMATIVE ACTION POLICY

Hairball Haven

A 501(c)(3) Nonprofit Organization

Equal Opportunity and Affirmative Action Policy

1. Purpose

Hairball Haven is committed to providing equal opportunity in all aspects of its operations, including the recruitment and selection of paid staff and volunteers. This policy reflects our values as a nonprofit organization dedicated to serving our community with fairness, dignity, and respect for all individuals.

As a small nonprofit with two paid employees and more than 40 volunteers, Hairball Haven is not subject to the formal federal affirmative action requirements that apply to government contractors or larger employers. However, we voluntarily commit to the principles of equal opportunity and affirmative outreach as a reflection of our organizational values.

2. Policy Statement

Hairball Haven does not discriminate and will not discriminate against any employee, volunteer, applicant for employment, or volunteer applicant on the basis of:

- Race, color, or national origin
- Sex or gender identity
- Age
- Religion or creed
- Disability or veteran status
- Sexual orientation
- Any other characteristic protected by applicable federal, state, or local law

This commitment applies to all organizational activities, including hiring, assignment of duties, compensation, training, promotion, discipline, and separation of paid staff, as well as the recruitment, placement, and retention of volunteers.

3. Affirmative Outreach

Hairball Haven will make good faith efforts to recruit and engage a diverse pool of candidates for both paid and volunteer positions. These efforts may include:

- Posting open positions in locations and through channels that reach a broad and diverse audience

- Partnering with community organizations, schools, and faith communities that serve diverse populations
- Welcoming volunteers of all backgrounds, abilities, and experience levels
- Reviewing our recruitment and outreach practices periodically to identify and address barriers to participation

4. Application to Volunteers

Because volunteers are the backbone of Hairball Haven's mission, this policy applies equally to the recruitment, onboarding, and retention of volunteers. All volunteers are entitled to a welcoming, respectful, and inclusive environment free from discrimination and harassment.

5. Reporting Concerns

Any staff member or volunteer who believes they have experienced or witnessed discrimination in violation of this policy is encouraged to report their concern promptly to the Executive Director or a member of the Board of Directors. Hairball Haven will take all reports seriously and will respond promptly and appropriately.

Retaliation against any individual for making a good faith report of discrimination, or for participating in any review of such a report, is strictly prohibited.

6. Policy Review

This policy will be reviewed by the Board of Directors at least every two years and updated as needed to reflect changes in law, organizational growth, or best practices in nonprofit management.

Board Chair Signature: _____

Printed Name: _____

Executive Director Signature: _____

Printed Name: _____

ATTACHMENT B: FINANCIAL STATEMENTS

Form 8879-TE Department of the Treasury Internal Revenue Service Name of filer	IRS E-file Signature Authorization for a Tax-Exempt Entity For calendar year 2025, or fiscal year beginning _____, 2025, and ending _____ Do not send to the IRS. Keep for your records. Go to www.irs.gov/Form8879TE for the latest information.	OMB No 1545-0047 2025 EIN or SSN 47-2936943
--	--	---

Name and title of officer or person subject to tax: **HAIRBALL HAVEN**
NATALIE DAVY
OFFICER

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ☐	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b
2a Form 990-EZ check here ☒	b Total revenue, if any (Form 990-EZ, line 9)	2b <u>134,382</u>
3a Form 1120-POL check here ☐	b Total tax (Form 1120-POL, line 22)	3b
4a Form 990-PF check here ☐	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b
5a Form 8868 check here ☐	b Balance due (Form 8868, line 3c)	5b
6a Form 990-T check here ☐	b Total tax (Form 990-T, Part III, line 4)	6b
7a Form 4720 check here ☐	b Total tax (Form 4720, Part III, line 1)	7b
8a Form 5227 check here ☐	b FMV of assets at end of tax year (Form 5227, item D)	8b
9a Form 5330 check here ☐	b Tax due (Form 5330, Part II, line 19)	9b
10a Form 8038-CP check here ☐	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2025 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize ACCOUNTING SOLUTIONS to enter my PIN

36943

 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the tax year 2025 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2025 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax: _____ Date: 02/27/26

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

45128414025

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2025 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature: JAY M. BLESSUM *Jay M. Blessum, CPA* Date: 02/27/26

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see back of form. Form **8879-TE** (2025)
DAA

Form **990-EZ**

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2025

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form, as it may be made public.

Go to www.irs.gov/Form990EZ for instructions and the latest information.

A For the 2025 calendar year, or tax year beginning , and ending			
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending		C Name of organization HAIRBALL HAVEN	
		D Employer identification number 47-2936943	
		E Telephone number 701-371-4917	
		F Group Exemption Number 	
		Number 	
G Accounting Method: ☒ Cash ☐ Accrual Other (specify): _____		H Check ☒ if the organization is not required to attach Schedule B (Form 990).	
I Website: N/A			
J Tax-exempt status (check only one): ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527			
K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other: _____			
L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 134,382			

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	105,289
	2	Program service revenue including government fees and contracts	2	29,087
	3	Membership dues and assessments	3	
	4	Investment income	4	6
	5a	Gross amount from sale of assets other than inventory	5a	
	5b	Less: cost or other basis and sales expenses	5b	
	5c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:	6	
	6a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
Expenses	6b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
	6c	Less: direct expenses from gaming and fundraising events	6c	
	6d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
	7a	Gross sales of inventory, less returns and allowances	7a	
	7b	Less: cost of goods sold	7b	
	7c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c	
	8	Other revenue (describe in Schedule O)	8	
	9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	134,382
	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
Net Assets	12	Salaries, other compensation, and employee benefits	12	82,675
	13	Professional fees and other payments to independent contractors	13	875
	14	Occupancy, rent, utilities, and maintenance	14	10,041
	15	Printing, publications, postage, and shipping	15	617
	16	Other expenses (describe in Schedule O)	16	68,242
	17	Total expenses. Add lines 10 through 16	17	162,450
	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	-28,068
19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	69,716	
20	Other changes in net assets or fund balances (explain in Schedule O)	20		
21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	41,648	

For Paperwork Reduction Act Notice, see the separate Instructions.

Form **990-EZ** (2025)

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions		X
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
35b			
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
35c			
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
36			
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	
b	Did the organization file Form 1120-POL for this year?	37b	X
37b			
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	X
b	If "Yes," complete Schedule L, Part II, and enter the total amount involved	38b	
38b			
39	Section 501(c)(7) organizations. Enter:	39a	
a	Initiation fees and capital contributions included on line 9	39a	
b	Gross receipts, included on line 9, for public use of club facilities	39b	
39b			
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911: _____; section 4912: _____; section 4955: _____		
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	X
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	X
40e			
41	List the states with which a copy of this return is filed: <u>NONE</u>		
42a	The organization's books are in care of: <u>NATALIE DAVY</u> Telephone no. <u>701-371-4917</u>		
	<u>2105 N BROADWAY</u> Located at: <u>MINOT</u> ND ZIP + 4 <u>58703</u>		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	X
c	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: _____	42c	X
42c			
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here and enter the amount of tax-exempt interest received or accrued during the tax year	43	
43			
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	X
c	Did the organization receive any payments for indoor tanning services during the year?	44c	X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	
44d			
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	X
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b	X
45b			

- 46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

- 47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II
- 48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E
- 49a Did the organization make any transfers to an exempt non-charitable related organization?
- b If "Yes," was the related organization a section 527 organization?
- 50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

	Yes	No
47		X
48		X
49a		X
49b		

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000

- 51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000

- 52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations must attach a completed Schedule A

☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer NATALIE DAVY		Date OFFICER		
	Officer's name and title				
Paid Preparer Use Only	Preparer's name JAY M. BLESSUM	Preparer's signature JAY M. BLESSUM	Date 02/27/26	Check ☐ if self-employed	PTIN P02314025
	Firm's name ACCOUNTING SOLUTIONS		Firm's EIN 87-2991736		
	Firm's address 1419 2ND AVE SW MINOT, ND 58701		Phone no 701-837-0348		
	May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No				

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No 1545-0047

2025

Open to Public
Inspection

Name of the organization

HAIRBALL HAVEN

Employer identification number

47-2936943

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 ☐ A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 ☐ A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 ☐ A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 ☐ An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 ☒ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a ☐ Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b ☐ Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c ☐ Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d ☐ Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization must generally satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990) 2025

DAA

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2025 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2024 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test — 2025. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	☐	
b 33 1/3% support test — 2024. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	☐	
17a 10%-facts-and-circumstances test — 2025. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	☐	
b 10%-facts-and-circumstances test — 2024. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	☐	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	☐	

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")			148,324	24,525	105,289	278,138
2 Gross receipts from admissions; merchandise sold or services performed; or facilities furnished in any activity that is related to the organization's tax-exempt purpose				135,932	29,087	165,019
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5			148,324	160,457	134,376	443,157
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						443,157

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2021	(b) 2022	(c) 2023	(d) 2024	(e) 2025	(f) Total
9 Amounts from line 6			148,324	160,457	134,376	443,157
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources			5	7	6	18
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b			5	7	6	18
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)			148,329	160,464	134,382	443,175
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2025 (line 8, column (f), divided by line 13, column (f))	15	100.00 %
16 Public support percentage from 2024 Schedule A, Part III, line 15	16	100.00 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2025 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2024 Schedule A, Part III, line 17	18	%
19a 33 1/3% support tests — 2025. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☒		
b 33 1/3% support tests — 2024. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐		
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐		

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.	1	
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).	2	
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.	3a	
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.	3b	
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.	3c	
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.	4a	
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.	4b	
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.	4c	
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).	5a	
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b	
c Substitutions only. Was the substitution the result of an event beyond the organization's control?	5c	
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.	6	
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).	7	
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).	8	
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.	9a	
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.	9b	
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.	9c	
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.	10a	
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)	10b	

Schedule A (Form 990) 2025

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	
b A family member of a person described on line 11a above?	11b	
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally Integrated Supporting Organizations

	Yes	No
1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a ☐ The organization satisfied the Activities Test. Complete line 2 below.		
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.		
c ☐ The organization supported a governmental supported organization. Describe in Part VI how you supported a governmental supported organization (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of its supported organization(s)? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to each of its supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a	
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b	
3 Parent of Supported Organizations. Answer lines 3a, 3b, and 3c below.		
a Are the organization and its supported organization(s) part of an integrated system (for example, a hospital system)? If "Yes," provide details in Part VI.	3a	
b Did the organization direct the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b	
c Did the organization have the power to regularly appoint or elect (and remove) a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.	3c	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount		Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1
2	Enter 0.85 of line 1.	2
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3
4	Enter greater of line 2 or line 3.	4
5	Income tax imposed in prior year	5
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D -- Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6	Total annual distributions. Add lines 1 through 5.	6
7	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	7
8	Distributable amount for 2025 from Section C, line 6	8
9	Line 7 amount divided by line 8 amount	9

Section E -- Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2025	(iii) Distributable Amount for 2025
1	Distributable amount for 2025 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2025 (reasonable cause required—explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2025		
a	From 2020		
b	From 2021		
c	From 2022		
d	From 2023		
e	From 2024		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2025 distributable amount		
i	Carryover from 2020 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2025 from Section D, line 6: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2025 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2025, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2025. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2026. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2021		
b	Excess from 2022		
c	Excess from 2023		
d	Excess from 2024		
e	Excess from 2025		



Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, 3b, and 3c; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5 and 7; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)



SCHEDULE O
(Form 990)
(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public
Inspection

Name of the organization

HAIRBALL HAVEN

Employer identification number

47-2936943

FORM 990-EZ, PART I, LINE 16 - OTHER EXPENSES
DESCRIPTION AMOUNT
EXPENSES

FUEL	\$	200
INSURANCE	\$	906
BANK FEES	\$	7
BUSINESS FEES	\$	10
DUES & SUBSCRIPTIONS	\$	2,080
FUNDRAISING	\$	625
PENALTIES	\$	2,601
REPAIRS	\$	1,110
SUPPLIES	\$	26,411
VET BILLS	\$	34,292
TOTAL	\$	68,242

Form **8879-TE**

**IRS E-file Signature Authorization
for a Tax Exempt Entity**

OMB No. 1545-0047

For calendar year 2024, or fiscal year beginning _____, 2024, and ending _____, 2024

2024

Department of the Treasury
Internal Revenue Service
Name of filer

Do not send to the IRS. Keep for your records.
Go to www.irs.gov/Form8879TE for the latest information.

EIN or SSN

47-2936943

Name and title of officer or person subject to tax
HAIRBALL HAVEN
NATALIE DAVY
OFFICER

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here	☐	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b
2a Form 990-EZ check here	☒	b Total revenue, if any (Form 990-EZ, line 9)	2b <u>160,464</u>
3a Form 1120-POL check here	☐	b Total tax (Form 1120-POL, line 22)	3b
4a Form 990-PF check here	☐	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b
5a Form 8868 check here	☐	b Balance due (Form 8868, line 3c)	5b
6a Form 990-T check here	☐	b Total tax (Form 990-T, Part III, line 4)	6b
7a Form 4720 check here	☐	b Total tax (Form 4720, Part III, line 1)	7b
8a Form 5227 check here	☐	b FMV of assets at end of tax year (Form 5227, Item D)	8b
9a Form 5330 check here	☐	b Tax due (Form 5330, Part II, line 19)	9b
10a Form 8038-CP check here	☐	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize ACCOUNTING SOLUTIONS to enter my PIN 36943 as my signature
ERO firm name Enter five numbers, but do not enter all zeros.

on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

Date 04/30/25

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

45128414025

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature JAY M. BLESSUM Jay M. Blessum, CPA Date 04/30/25

ERO Must Retain This Form — See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see back of form.
DAA

Form **8879-TE** (2024)

Form 990-EZ Department of the Treasury Internal Revenue Service	Short Form Return of Organization Exempt From Income Tax Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)	OMB No. 1545-0047 2024 Open to Public Inspection
--	---	--

A For the 2024 calendar year, or tax year beginning , and ending			
B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending	C Name of organization HAIRBALL HAVEN Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2105 N BROADWAY City or town, state or province, country, and ZIP or foreign postal code MINOT ND 58703	D Employer identification number 47-2936943	E Telephone number 701-371-4917 F Group Exemption Number
G Accounting Method: ☒ Cash ☐ Accrual Other (specify) _____ I Website: N/A		H Check ☒ if the organization is not required to attach Schedule B (Form 990).	
J Tax-exempt status (check only one) — ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527 K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other _____ L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 160,464			

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)		
Check if the organization used Schedule O to respond to any question in this Part I ☒		
Revenue	1 Contributions, gifts, grants, and similar amounts received 2 Program service revenue including government fees and contracts 3 Membership dues and assessments 4 Investment income 5a Gross amount from sale of assets other than inventory 5b Less: cost or other basis and sales expenses 5c Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a) 6 Gaming and fundraising events: 6a Gross income from gaming (attach Schedule G if greater than \$15,000) 6b Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000) 6c Less: direct expenses from gaming and fundraising events 6d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c) 7a Gross sales of inventory, less returns and allowances 7b Less: cost of goods sold 7c Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a) 8 Other revenue (describe in Schedule O) 9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	1 24,525 2 135,932 3 4 7 5a 5b 5c 6a 6b 6c 6d 7a 7b 7c 8 9 160,464
Expenses	10 Grants and similar amounts paid (list in Schedule O) 11 Benefits paid to or for members 12 Salaries, other compensation, and employee benefits 13 Professional fees and other payments to independent contractors 14 Occupancy, rent, utilities, and maintenance 15 Printing, publications, postage, and shipping 16 Other expenses (describe in Schedule O) 17 Total expenses. Add lines 10 through 16	10 11 12 55,117 13 850 14 6,201 15 492 16 96,565 17 159,225
Net Assets	18 Excess or (deficit) for the year (subtract line 17 from line 9) 19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return) 20 Other changes in net assets or fund balances (explain in Schedule O) 21 Net assets or fund balances at end of year. Combine lines 18 through 20	18 1,239 19 68,477 20 21 69,716

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions		X
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	
b Did the organization file Form 1120-POL for this year?	37b	X
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	X
b If "Yes," complete Schedule L, Part II, and enter the total amount involved	38b	
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9	39a	
b Gross receipts, included on line 9, for public use of club facilities	39b	
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911: _____; section 4912: _____; section 4955: _____		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	X
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	X
41 List the states with which a copy of this return is filed: <u>NONE</u>		
42a The organization's books are in care of: <u>NATALIE DAVY</u> Telephone no. <u>701-371-4917</u>		
<u>2105 N BROADWAY</u> Located at <u>MINOT</u> ND ZIP + 4 <u>58703</u>		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	X
c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: _____	42c	X
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 — Check here and enter the amount of tax-exempt interest received or accrued during the tax year ☐	43	
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	X
c Did the organization receive any payments for indoor tanning services during the year?	44c	X
d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b	X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		☒

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

	Yes	No
47		☒

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

	Yes	No
48		☒

49a Did the organization make any transfers to an exempt non-charitable related organization?

	Yes	No
49a		☒

b If "Yes," was the related organization a section 527 organization?

	Yes	No
49b		☒

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations must attach a completed Schedule A

	Yes	No
52	☒	☐

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer NATALIE DAVY		Date		
	Type or print name and title OFFICER				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	JAY M. BLESSUM	JAY M. BLESSUM	04/30/25		802314025
	Firm's name	ACCOUNTING SOLUTIONS		Firm's EIN	87-2991736
	Firm's address	1419 2ND AVE SW MINOT, ND 58701		Phone no	701-837-0348

May the IRS discuss this return with the preparer shown above? See instructions

	Yes	No
53	☒	☐

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No 1545-0047

2024

Open to Public
Inspection

Name of the organization

HAIRBALL HAVEN

Employer identification number

47-2936943

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 ☐ A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 ☐ A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 ☐ A community trust described in section 170(b)(1)(A)(vii). (Complete Part II.)
- 9 ☐ An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 ☒ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a ☐ Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b ☐ Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c ☐ Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d ☐ Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Cat No 11265F

Schedule A (Form 990) 2024

DAA

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2023 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test — 2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ☐		
b 33 1/3% support test — 2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ☐		
17a 10%-facts-and-circumstances test — 2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐		
b 10%-facts-and-circumstances test — 2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization ☐		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants.")				148,324	24,525	172,849
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose					135,932	135,932
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5				148,324	160,457	308,781
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						308,781

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6				148,324	160,457	308,781
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources				5	7	12
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b				5	7	12
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)				148,329	160,464	308,793
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	100.00 %
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	100.00 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2023 Schedule A, Part III, line 17	18	%
19a 33 1/3% support tests — 2024. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☒		
b 33 1/3% support tests — 2023. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐		
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐		

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.	1	
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).	2	
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.	3a	
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.	3b	
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.	3c	
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.	4a	
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.	4b	
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.	4c	
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).	5a	
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b	
c Substitutions only. Was the substitution the result of an event beyond the organization's control?	5c	
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.	6	
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).	7	
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).	8	
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.	9a	
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.	9b	
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.	9c	
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.	10a	
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)	10b	

Schedule A (Form 990) 2024

Part IV Supporting Organizations (continued)

- 11 Has the organization accepted a gift or contribution from any of the following persons?
- a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?
- b A family member of a person described on line 11a above?
- c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a ☐ The organization satisfied the Activities Test. Complete line 2 below.
- b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.
- c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).

2 Activities Test. Answer lines 2a and 2b below.

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to each of its supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.

3 Parent of Supported Organizations. Answer lines 3a and 3b below.

- a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.
- b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

ATTACHMENT C: LETTERS OF SUPPORT

Kathleen B. Cunningham

PO Box 2
Burlington, ND 58722

I live west of Burlington. My first experience with Hairball Haven was years ago when someone dumped an adult male tom cat. He was friendly but at that time we had 4 female kittens about five months old. They were scheduled for spay the following weeks and the last thing we needed was an adult tom. I had heard about Hairball Haven so I called them. They had me bring him in immediately. When I got there I was seriously impressed. He went into quarantine and they explained their process. He would be vet checked and given all the shots he needed and be neutered. Then he would be up for adoption. I was amazed at their whole set up and the number of cats and kittens they were caring for. Every cage was clean with a litter box, food bowl, water bowl and a soft blanket. The whole place was clean and didn't smell like a dirty litter box.

The staff and volunteers are friendly and more than willing to answer any question. Cats and kittens have time out of their crates everyday which is great fun during open hours.

Understanding how much it costs to run that kind of program I make regular cash donations. Also I highly recommend Hairball Haven as the city and county pound for cats.

Sincerely


Kathleen B. Cunningham



March 11, 2026

Dear Council Members,

I am writing to offer my strong support for **Hairball Haven** in their effort to acquire and manage the municipal feline pound services for the City of Minot.

As a veterinarian who has worked closely with Hairball Haven for many years, my clinic has had the opportunity to observe firsthand the dedication, professionalism, and compassion that their organization brings to feline care and welfare. Our clinic has provided veterinary services for many of the cats in their program, and we have also shared a building with their organization for an extended period of time. This long-standing proximity has allowed us to see their operations on a frequent basis.

Throughout this time, Hairball Haven has consistently demonstrated a deep commitment to the health, safety, and humane treatment of cats in our community. Their volunteers and leadership work tirelessly to provide medical care, socialization, and responsible placement for cats that might otherwise have limited opportunities for adoption. They maintain high standards of animal care and collaborate effectively with veterinary professionals to ensure the best possible outcomes for the animals in their custody.

From a veterinary perspective, I can attest that the organization takes medical recommendations seriously and works diligently to provide appropriate treatment, vaccination, and sterilization for the animals they manage. Their willingness to partner with veterinary providers and follow professional guidance reflects a responsible and well-run rescue organization.

Given their experience, infrastructure, and proven dedication to feline welfare, I believe Hairball Haven is well qualified to manage municipal feline pound services. Their involvement would bring knowledgeable oversight, compassionate care, and a strong adoption-focused approach that benefits both the animals and the residents of our community.

I appreciate your consideration of this recommendation and encourage you to view Hairball Haven as a capable and committed partner for the City of Minot.

Sincerely,

Ron Thunshelle, DVM

Phone: 701-852-3055 | fax: 701-838-2758 | 2105 N Broadway, Minot, ND 58703 | www.pinkertonanimalhospital.com



HUGS AT HOME

Audrey Raby-Grabow, DVM
Hugs at Home

City of Minot
City Clerk Animal Pound RFP

March 11, 2026

To Whom it concerns,

I have had the pleasure of knowing Natalie Davy since 2017. We have worked together as colleagues at Core Animal Clinic, as well as, in an ongoing client veterinary patient relationship through Hairball Haven. I have learned she is driven by her mission and deep love of animals. This led her to become a licensed veterinary technician. She takes care of the neglected animals of our area nonetheless, despite a full-time job in public health. The limitations in resources, time and space have limited her scope to cats only at the time. Yet, I have seen the work she can do in other species as well, and she has varied knowledge and skill for multiple species. Nat also has the skill of gathering people around her that can work together to focus on a common goal. Rachelle Scheresky, Natalie's right hand woman, is just as crucial to the current success of Hairball Haven. Rachelle is the type of person that brings organization and order everywhere she goes. They have both donated thousands upon thousands of hours on a shoe string budget to help the thousands of cats over the years. I believe Hairball deserves a chance at the RFP because of the Hairball team. I believe Natalie Davy is uniquely prepared to run a portion if not all of the pound due to her knowledge and skill set, her off the charts drive, and her ability to find the people that can help her when she needs it. As the current animal need rises in the city and county, right alongside the dire veterinary shortage in the area; Minot needs a frugal, but mission driven, person that has the persistence to see the whole process through. Which I believe Natalie has demonstrated through Hairball Haven.

Thank you for your consideration,

Audrey Raby-Grabow, DVM

Minot Animal Care & Control (M.A.C.C.)



MINOT POLICE DEPARTMENT TEMPORARY ANIMAL POUND SERVICES

~THE **HARD** NUMBERS FOR THE FIRST THREE MONTHS~

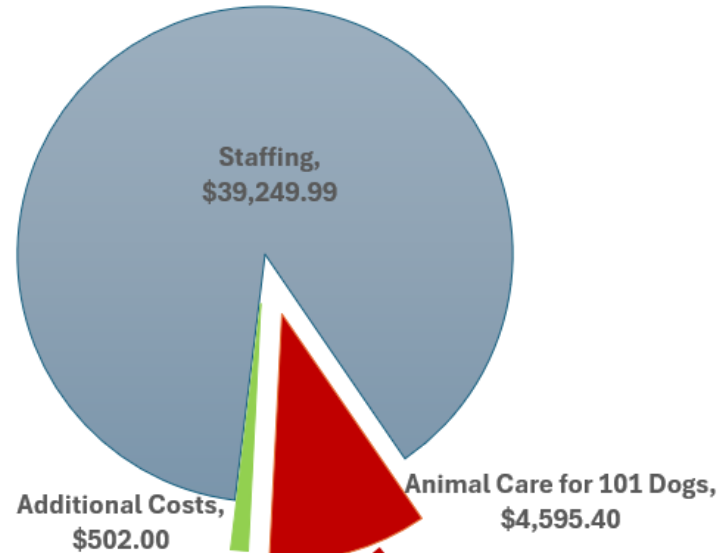


M.A.C.C.

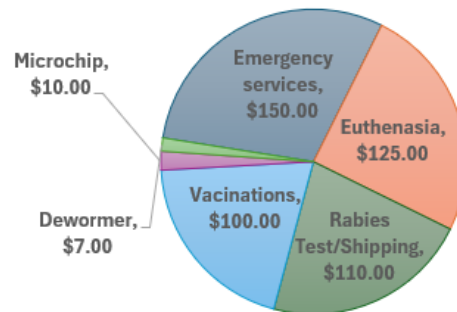
Animal Empowerment League (AEL)



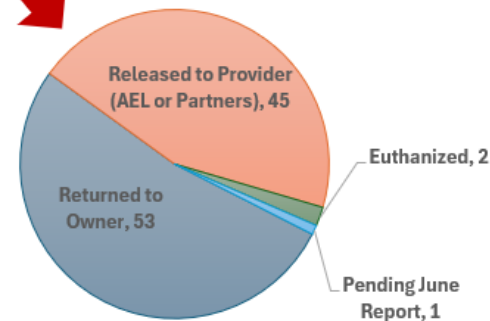
**Breakdown of AEL Costs
March, April, & May**



Additional Costs Breakdown



Outcome of the Dogs Taken In

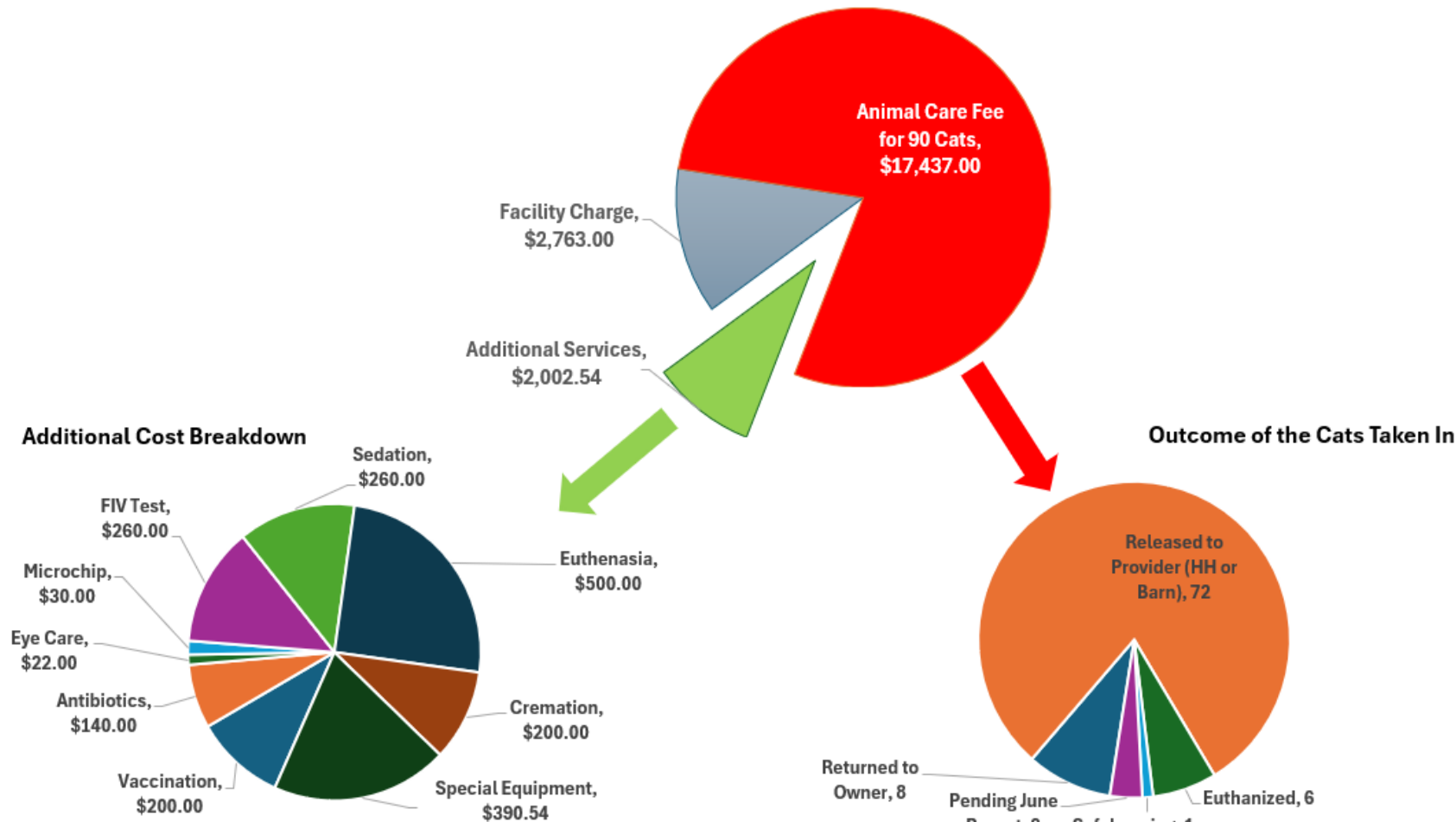


- Total Costs in the first 3 months: **\$44,347.39**
 - Staffing
 - Animal Care
 - Additional Cost
- The City of Minot pays **\$49.95 per dog**
 - Each dog will be held for 3 days before transferred to a rescue
 - No additional days are charged for weekends or holidays
- AEL provides services in a City of Minot "owned" facility
- In the first 3 months, AEL has taken in **101 dogs**

M.A.C.C. Hairball Haven (HH)



Breakdown of Hairball Haven Costs
March, April, & May



- Total Costs in the first 3 months: **\$22,202.54**
 - Facility Charge
 - Animal Care
 - Additional Services
- The City of Minot pays **\$53 per cat per day**
 - Each cat will be held a 3 days before transferred to a rescue
 - Weekends and holidays **incur additional days charged**
- HH provides services out of their facility
- In the first 3 months, HH has taken in **90 cats**
 - **14%** of cats taken in were deemed feral



M.A.C.C. Forecasted Costs

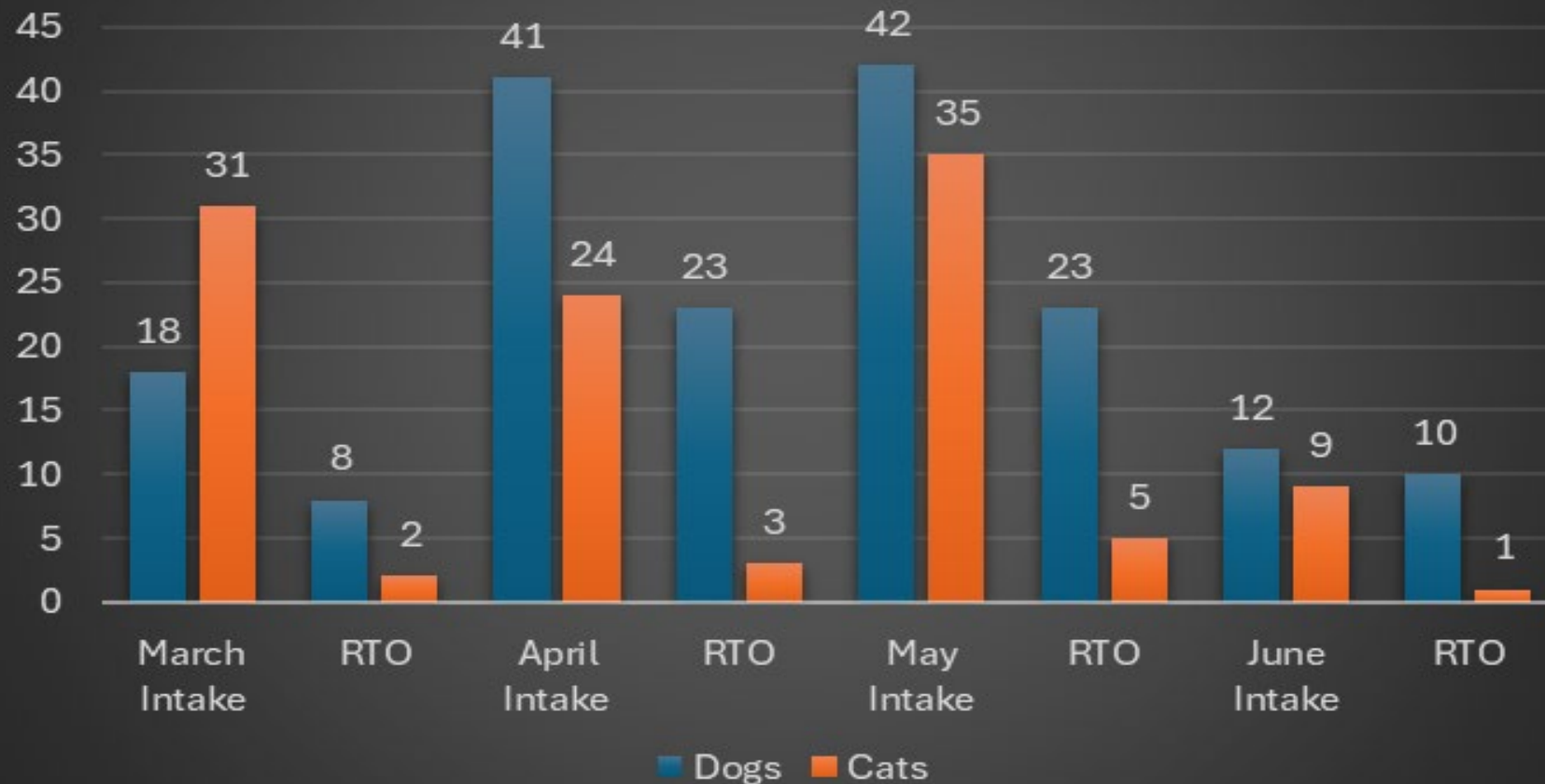
- New Facility for AEL/Dogs (3100 4th Ave SE – Trinity Warehouse)
 - \$3,483 per month or \$41,800 for a year
 - Based on \$11.00 per square foot at 3,800 square feet





M.A.C.C.

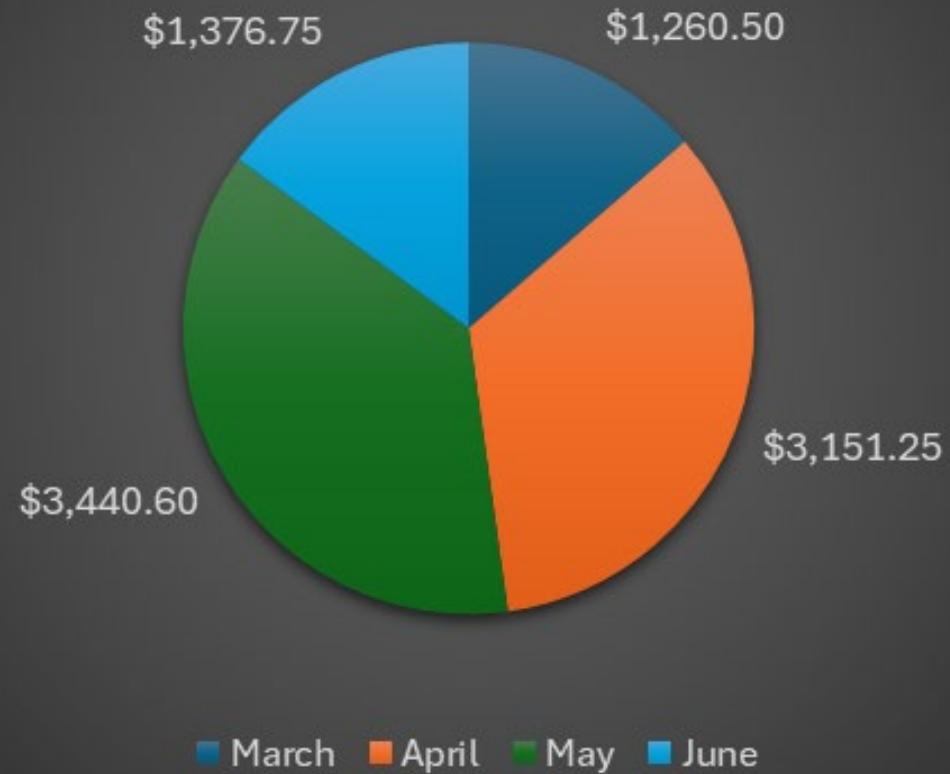
Intake Animals and Return to Owner Numbers by Month



M.A.C.C.



Fees and Fines per Month



TOTAL Collected
\$9,929.10

Mar 8 to Jun 8

M.A.C.C. CARE HAVEN



~CRISIS PET BOARDING COMMUNITY INITIATIVE

- **Pet boarding for those in crisis (up to 90 days)**
 - Domestic violence
 - Catastrophic housing loss
 - Hospitalization/Long-term Treatment

- **Cross Agency crisis response collaboration**

- **Vet care (if needed)**
 - Vaccines
 - Spay/neuter
 - Etc.

- **Pet reunification planning**

Minot Animal Care & Control (M.A.C.C.) Public Safety

- Lost/Found services and stray impoundment
- Animal welfare investigations
- Municipal code and ordinance enforcement
- Dangerous dog and bite quarantine procedures
- Licensing administration
- Emergency response



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 15, 2026

SUBJECT: **AIRPORT CONSTRUCTION CONTRACT FOR TAXIWAY B
REALIGNMENT AND RECONSTRUCTION & RUNWAY 8/26
REHABILITATION (WEST) AIP 3-38-0037-079-2026 & AIP 3-38-0037-
080-2026**

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Approve and acceptance of the lowest responsible bid from Wagner Construction for the Taxiway B Realignment and Reconstruction & Runway 8/26 Rehabilitation (West) project;**
- 2. Approve to apply for funding, accept if awarded, and have the Mayor, City Attorney, and the Airport Director sign contracts, grants, and necessary documents; and**
- 3. Authorize the Mayor to sign the construction contract agreement.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Runway 8/26 Rehabilitation project will include construction services for the rehabilitation of Runway 8/26 (West). Runway 8/26's Pavement Condition Index value is in fair to poor condition and requires rehabilitation per the recommendations in the airport's completed Phase 1 Design Alternatives Study project. Rehabilitation is necessary to maximize the life of the pavement and avoid further deterioration which would require a more costly full reconstruction process. Taxiway B Realignment & Reconstruction project includes construction services to facilitate the realignment and reconstruction of Taxiway B. This work is required to remove a hazardous airfield "Hot Spot", greatly improving aeronautical safety at the airport. Additionally, pavement reconstruction is required due to the deteriorating pavement condition on the existing Taxiway B. The revised geometry and scope of work was developed as part of the

completed Phase 1 Design Alternatives Study project.

B. Proposed Project

Runway 8/26 Rehabilitation project will include a major rehabilitation of a portion of the airport's crosswind runway. The rehabilitation effort will include a mill & overlay, edge lighting system replacement, and runway safety area (RSA) grading improvements, among other work items.

The Taxiway B realignment project will include the removal of the existing taxiway pavement section, and full reconstruction in the new taxiway alignment location. The project will also include a full replacement of the taxiway edge lighting system and construction of a "no taxi" island on the airport's existing terminal apron to enhance safety and meet FAA requirements.

C. Recommendation Detail

SEH recommends, with Airport Director concurrence, the project be awarded to Wagner Construction in the amount of \$7,011,123.00, contingent upon the City's receipt of the federal grants. See attached recommendation of award letter for more details.

IV. IMPACT

A. Service/Delivery Impact:

Completing these safety critical projects will allow for continued safe operations for general aviation and commercial airline service at the Minot International Airport.

B. Fiscal Impact

Project Funding

Project expenses will be reimbursed using two separate FAA grants with a 95 percent funding match from the FAA and a 2.5 percent funding match from the North Dakota Aeronautics Commission. The remaining 2.5 percent will be funded with local funds (Airport Operational Revenue) allocated in the approved City of Minot budget.

<u>Project Costs</u>	
Schedule A (Taxiway B Realignment and Reconstruction)	\$4,013,400.00
Schedule B (Runway 8/26 Rehabilitation – West)	\$2,997,723.00
TOTAL (rounded to nearest hundred)	\$7,011,123.00

<u>Project Funding</u>	
95% FAA AIP Grants	\$6,660,567.00
2.5% NDAC State Grant	\$175,278.00

11050000-57200 Infrastructure - Airport Operating Revenue	\$175,278.00
TOTAL (rounded to nearest hundred)	\$7,011,123.00

VI. ALTERNATIVES

- A. City Council could recommend to not reconstruct and rehabilitate the existing taxiway and runway pavements. The result will be further deterioration of the existing pavements, increasing future efforts to reconstruct the pavement later. Additionally, the result of not completing the hot spot resolution of Taxiway B is increased risk for aeronautical safety for operations on the airport.



Building a Better World
for All of Us®

June 1, 2026

RE: Minot International Airport
Taxiway B Realignment and
Reconstruction & Runway 8/26
Rehabilitation (West)
SEH No. MINOT 186027 & 186028

Maria Romanick, Airport Operations Manager
City of Minot
305 Airport Road, Suite 216
Minot, ND 58703

On Thursday, May 28, 2026, at 11:30 a.m., five (5) bids were received for the above-referenced project. The bids ranged from a high of \$10,238,366.26 to a low of \$7,011,123.00. The low bid received was submitted by Wagner Construction, of International Falls, MN in the amount of \$7,011,123.00. Below is a summary of the results and a complete bid tabulation is attached.

	Contractor	Total Schedule A	Total Schedule B	Total Bid
1	Wagner Construction	\$4,013,400.00	\$2,997,723.00	\$7,011,123.00
2	Park Construction Company	\$4,298,000.00	\$2,930,208.00	\$7,228,208.00
3	Bluestone Construction Inc.	\$4,685,539.50	\$3,641,562.50	\$8,327,102.00
4	KGM Contractors, Inc.	\$5,239,680.00	\$3,875,264.00	\$9,114,944.00
5	Strata Corporation	\$6,019,690.44	\$4,218,675.82	\$10,238,366.26
	Engineer's Estimate	\$4,809,470.00	\$4,670,220.00	\$9,479,690.00

In reliance on our experience with Wagner Construction and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work. This contractor has also worked on other projects at the Minot International Airport.

Accordingly, we recommend the project be awarded to Wagner Construction in the amount of \$7,011,123.00, contingent upon the City's receipt of the federal grants.

Sincerely,

Adinda Van Espen, PE
Project Manager
(Lic. AL, CA, FL, ID, MN, NY, OH, OR, TX, WI, WY)

c: Bid tabulation

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



TABULATION OF BIDS

Taxiway B Realignment and Reconstruction & Runway 8/26 Rehabilitation (West) Minot International Airport SEH No.: MINOT 186027 & 186028 Bid Date: Thursday, May 28, 2026, at 2:00 p.m.					Engineer's Estimate		Wagner Construction		Park Construction Company		Bluestone Construction Inc.		KGM Contractors, Inc.		Strata Corporation	
					\$9,479,690.00		\$7,011,123.00		\$7,228,208.00		\$8,327,102.00		\$9,114,944.00		\$10,238,366.26	
Item No.	Item No.	Item	Unit	EST. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A - (TWY B Realignment and Reconstruction)																
1	C-105	MOBILIZATION	LS	1	300,000.00	300,000.00	242,000.00	242,000.00	372,000.00	372,000.00	402,400.00	402,400.00	600,000.00	600,000.00	585,000.00	585,000.00
2	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	50,000.00	50,000.00	21,000.00	21,000.00	252,500.00	252,500.00	61,000.00	61,000.00	185,000.00	185,000.00	92,000.00	92,000.00
3	40-05	TRAFFIC PROVISIONS / AIRPORT SECURITY & DEVICES / PHASING	LS	1	20,000.00	20,000.00	82,000.00	82,000.00	15,000.00	15,000.00	82,000.00	82,000.00	25,000.00	25,000.00	289,000.00	289,000.00
4	40-05	MAINTENANCE & RESTORATION OF HAUL ROADS	LS	1	15,000.00	15,000.00	27,000.00	27,000.00	61,200.00	61,200.00	18,400.00	18,400.00	7,500.00	7,500.00	130,000.00	130,000.00
5	50-07	CONSTRUCTION LAYOUT & STAKING	LS	1	50,000.00	50,000.00	42,000.00	42,000.00	61,600.00	61,600.00	31,000.00	31,000.00	52,000.00	52,000.00	65,023.95	65,023.95
6	60-05	FIELD OFFICE	LS	1	10,000.00	10,000.00	17,000.00	17,000.00	28,000.00	28,000.00	9,000.00	9,000.00	15,000.00	15,000.00	16,429.69	16,429.69
7	C-102	TEMPORARY SEEDING AND HYDROMULCHING	ACRE	12	4,000.00	48,000.00	1,650.00	19,800.00	1,740.00	20,880.00	1,000.00	12,000.00	3,715.00	44,580.00	1,580.00	18,960.00
8	C-102	SILT FENCE	LF	4100	5.00	20,500.00	3.50	14,350.00	3.70	15,170.00	4.00	16,400.00	4.25	17,425.00	3.35	13,735.00
9	C-102	FILTER LOG, TYPE WOOD FIBER BIOROLL	LF	200	6.00	1,200.00	3.50	700.00	1.35	270.00	4.00	800.00	4.25	850.00	3.25	650.00
10	C-102	INLET PROTECTION, TYPE B (INCLUDES MAINTENANCE AND REMOVAL)	EA	3	300.00	900.00	200.00	600.00	214.00	642.00	300.00	900.00	285.00	855.00	195.00	585.00
11	D-701	REINFORCED CONCRETE PIPE (RCP), 24" CLASS V	EA	554	130.00	72,020.00	165.00	91,410.00	138.00	76,452.00	210.00	116,340.00	195.00	108,030.00	290.91	161,164.14
12	D-705	DRAIN TILE (6" PERFORATED HDPE)	LF	3600	40.00	144,000.00	52.00	187,200.00	53.00	190,800.00	52.00	187,200.00	30.00	108,000.00	62.28	224,208.00
13	D-705	DRAIN TILE (6" NON-PERFORATED HDPE)	LF	360	35.00	12,600.00	13.00	4,680.00	29.30	10,548.00	42.00	15,120.00	16.00	5,760.00	55.13	19,846.80
14	D-705	DRAIN TILE CLEANOUT	EA	8	1,000.00	8,000.00	750.00	6,000.00	1,880.00	15,040.00	1,100.00	8,800.00	1,000.00	8,000.00	584.47	4,675.76
15	D-751	DRAIN TILE ACCESS/ INSPECTION PIT	EA	7	5,000.00	35,000.00	5,500.00	38,500.00	5,580.00	39,060.00	4,800.00	33,600.00	5,000.00	35,000.00	12,536.42	87,754.94
16	D-751	CATCH BASIN 48" DIA.	EA	1	8,000.00	8,000.00	11,500.00	11,500.00	7,110.00	7,110.00	8,800.00	8,800.00	12,000.00	12,000.00	17,771.95	17,771.95
17	D-751	CATCH BASIN 60" DIA.	EA	1	10,000.00	10,000.00	14,000.00	14,000.00	14,900.00	14,900.00	11,000.00	11,000.00	14,500.00	14,500.00	21,065.66	21,065.66
18	D-751	ADJUST SANITARY MANHOLE CASTING	EA	2	2,000.00	4,000.00	950.00	1,900.00	883.00	1,766.00	900.00	1,800.00	1,000.00	2,000.00	1,175.20	2,350.40
19	L-108	REMOVE EXISTING AIRFIELD ELECTRICAL INFRASTRUCTURE	LS	1	25,000.00	25,000.00	12,300.00	12,300.00	12,600.00	12,600.00	13,042.00	13,042.00	12,500.00	12,500.00	11,802.03	11,802.03
20	L-108	PULL BACK & PROTECT EXISTING CABLE & RECONNECT	LS	1	30,000.00	30,000.00	9,500.00	9,500.00	9,730.00	9,730.00	10,038.00	10,038.00	8,225.00	8,225.00	9,084.26	9,084.26
21	L-108	#8 5KV CABLE, INSTALLED IN DUCT	LF	5400	4.00	21,600.00	2.70	14,580.00	2.75	14,850.00	2.85	15,390.00	2.75	14,850.00	2.59	13,986.00
22	L-108	#6 600V CABLE, INSTALLED IN DUCT	LF	4600	3.00	13,800.00	2.90	13,340.00	3.00	13,800.00	3.06	14,076.00	2.85	13,110.00	2.79	12,834.00
23	L-110	3" DUCT - RIGID STEEL, INCL. DIRECTION BORE	LF	300	80.00	24,000.00	80.00	24,000.00	81.50	24,450.00	84.15	25,245.00	76.50	22,950.00	76.14	22,842.00
24	L-110	2-INCH SCHEDULE 80 PVC OR HDPE DUCT, INCLUDING TRENCH	LF	4600	20.00	92,000.00	5.60	25,760.00	5.70	26,220.00	5.88	27,048.00	5.75	26,450.00	5.33	24,518.00
25	L-125	MEDIUM INTENSITY TAXIWAY EDGE LIGHT, INCL. BASE CAN	EA	53	2,000.00	106,000.00	2,300.00	121,900.00	2,370.00	125,610.00	2,448.00	129,744.00	2,100.00	111,300.00	2,213.20	117,299.60
26	L-125	INSTALL AIRFIELD GUIDANCE SIGN, INCL. CONCRETE PAD	EA	9	8,000.00	72,000.00	8,000.00	72,000.00	8,130.00	73,170.00	8,392.00	75,528.00	7,725.00	69,525.00	7,593.91	68,345.19
27	L-125	TEMPORARY AIRFIELD LIGHTING CIRCUITRY	LS	1	10,000.00	10,000.00	7,500.00	7,500.00	7,500.00	7,500.00	7,736.00	7,736.00	7,325.00	7,325.00	7,001.02	7,001.02
28	L-125	HANDHOLE	EA	4	2,500.00	10,000.00	1,800.00	7,200.00	1,840.00	7,360.00	1,896.00	7,584.00	1,800.00	7,200.00	1,715.74	6,862.96
29	L-125	VAULT ELECTRICAL SYSTEM AND TESTING	LS	1	2,500.00	2,500.00	4,000.00	4,000.00	4,020.00	4,020.00	4,151.00	4,151.00	4,000.00	4,000.00	3,756.35	3,756.35
30	P-101	REMOVE BITUMINOUS PAVEMENT (FULL DEPTH)	SY	13600	15.00	204,000.00	6.75	91,800.00	10.60	144,160.00	16.72	227,392.00	8.70	118,320.00	11.83	160,888.00
31	P-101	REMOVE CONCRETE PAVEMENT (FULL DEPTH)	SY	3800	15.00	57,000.00	13.00	49,400.00	17.90	68,020.00	31.00	117,800.00	22.00	83,600.00	21.99	83,562.00



TABULATION OF BIDS

Taxiway B Realignment and Reconstruction & Runway 8/26 Rehabilitation (West) Minot International Airport SEH No.: MINOT 186027 & 186028 Bid Date: Thursday, May 28, 2026, at 2:00 p.m.					Engineer's Estimate \$9,479,690.00		Wagner Construction 3151 Hwy 53 International Falls, MN 56649 \$7,011,123.00		Park Construction Company \$7,228,208.00		Bluestone Construction Inc. \$8,327,102.00		KGM Contractors, Inc. \$9,114,944.00		Strata Corporation \$10,238,366.26	
Item No.	Item No.	Item	Unit	EST. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
32	P-101	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LF	325	5.00	1,625.00	6.00	1,950.00	4.50	1,462.50	6.00	1,950.00	5.50	1,787.50	8.00	2,600.00
33	P-101	SAWCUT CONCRETE PAVEMENT (FULL DEPTH)	LF	450	40.00	18,000.00	7.00	3,150.00	13.20	5,940.00	12.00	5,400.00	12.00	5,400.00	15.00	6,750.00
34	P-101	REMOVE STORM STRUCTURE	EA	1	5,000.00	5,000.00	1,500.00	1,500.00	471.00	471.00	3,500.00	3,500.00	1,500.00	1,500.00	6,646.74	6,646.74
35	P-152	UNCLASSIFIED EXCAVATION (EV)	CY	35000	25.00	875,000.00	17.65	617,750.00	10.90	381,500.00	16.17	565,950.00	30.00	1,050,000.00	28.00	980,000.00
36	P-152	SUBGRADE OVER-EXCAVATION (EV)	CY	1200	85.00	102,000.00	63.00	75,600.00	16.60	19,920.00	22.00	26,400.00	68.00	81,600.00	85.48	102,576.00
37	P-152	SUBGRADE PREPARATION	SY	12800	5.00	64,000.00	1.50	19,200.00	1.55	19,840.00	4.00	51,200.00	2.50	32,000.00	5.50	70,400.00
38	31 34 10	GEOTEXTILE FABRIC, TYPE S1	SY	12800	4.00	51,200.00	2.25	28,800.00	2.45	31,360.00	4.00	51,200.00	4.00	51,200.00	5.00	64,000.00
39	P-154	SELECT GRANULAR BORROW (CV)	CY	14000	60.00	840,000.00	49.00	686,000.00	61.50	861,000.00	64.00	896,000.00	56.75	794,500.00	75.58	1,058,120.00
40	P-209	AGGREGATE BASE COURSE (CV)	CY	2100	80.00	168,000.00	157.00	329,700.00	134.00	281,400.00	124.00	260,400.00	145.00	304,500.00	232.20	487,620.00
41	P-401	BITUMINOUS BASE COURSE PG 58-34	TON	4800	160.00	768,000.00	140.00	672,000.00	142.00	681,600.00	163.00	782,400.00	152.00	729,600.00	135.00	648,000.00
42	P-401	BITUMINOUS WEAR COURSE PG 58-34	TON	1425	165.00	235,125.00	140.00	199,500.00	143.00	203,775.00	166.00	236,550.00	155.00	220,875.00	135.00	192,375.00
43	P-603	BITUMINOUS TACK COAT	GAL	1750	4.00	7,000.00	4.00	7,000.00	4.10	7,175.00	4.00	7,000.00	4.00	7,000.00	3.22	5,635.00
44	P-620	REMOVAL OF EXISTING PAVEMENT MARKINGS (BY WATER BLASTING)	SF	850	10.00	8,500.00	5.00	4,250.00	5.45	4,632.50	5.35	4,547.50	25.25	21,462.50	5.00	4,250.00
45	P-620	TAXIWAY PAVEMENT MARKINGS (PERMANENT)	SF	12600	5.00	63,000.00	1.70	21,420.00	1.10	13,860.00	1.77	22,302.00	2.35	29,610.00	1.00	12,600.00
46	P-620	TAXIWAY PAVEMENT MARKINGS (TEMPORARY)	SF	7800	3.00	23,400.00	1.70	13,260.00	1.05	8,190.00	1.77	13,806.00	1.35	10,530.00	0.95	7,410.00
47	T-901	SEEDING, BRILLION (INCL. FERTILITZER)	ACRE	12	2,000.00	24,000.00	900.00	10,800.00	923.00	11,076.00	1,000.00	12,000.00	2,650.00	31,800.00	840.00	10,080.00
48	T-905	SELECT TOPSOIL BORROW (OBTAINED OFF-SITE)	CY	500	85.00	42,500.00	44.00	22,000.00	50.10	25,050.00	40.00	20,000.00	60.00	30,000.00	89.17	44,585.00
49	T-908	HYDROMULCHING	ACRE	12	3,000.00	36,000.00	2,050.00	24,600.00	2,110.00	25,320.00	2,800.00	33,600.00	7,955.00	95,460.00	1,920.00	23,040.00
Total - Schedule A - (TWY B Realignment and Reconstruction)					\$4,809,470.00		\$4,013,400.00		\$4,298,000.00		\$4,685,539.50		\$5,239,680.00		\$6,019,690.44	
Schedule B - (Runway 8/26 Rehabilitation - West)																
50	C-105	MOBILIZATION	LS	1	375,000.00	375,000.00	176,300.00	176,300.00	98,800.00	98,800.00	326,500.00	326,500.00	275,000.00	275,000.00	410,000.00	410,000.00
51	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	25,000.00	25,000.00	21,000.00	21,000.00	25,700.00	25,700.00	54,000.00	54,000.00	10,000.00	10,000.00	39,267.12	39,267.12
52	40-05	TRAFFIC PROVISIONS / AIRPORT SECURITY & DEVICES / PHASING	LS	1	10,000.00	10,000.00	38,000.00	38,000.00	15,000.00	15,000.00	51,000.00	51,000.00	22,500.00	22,500.00	103,639.92	103,639.92
53	40-05	MAINTENANCE & RESTORATION OF HAUL ROADS	LS	1	10,000.00	10,000.00	28,000.00	28,000.00	30,600.00	30,600.00	16,500.00	16,500.00	7,500.00	7,500.00	30,000.00	30,000.00
54	50-07	CONSTRUCTION LAYOUT & STAKING	LS	1	20,000.00	20,000.00	37,000.00	37,000.00	32,400.00	32,400.00	24,000.00	24,000.00	52,000.00	52,000.00	56,536.70	56,536.70
55	60-05	FIELD OFFICE	LS	1	5,000.00	5,000.00	7,500.00	7,500.00	28,000.00	28,000.00	7,000.00	7,000.00	15,000.00	15,000.00	16,429.69	16,429.69
56	C-102	TEMPORARY SEEDING AND HYDROMULCHING	ACRE	31	4,000.00	124,000.00	1,700.00	52,700.00	1,740.00	53,940.00	1,000.00	31,000.00	3,715.00	115,165.00	1,580.00	48,980.00
57	C-102	SILT FENCE	LF	4000	5.00	20,000.00	3.50	14,000.00	3.70	14,800.00	4.00	16,000.00	4.25	17,000.00	3.35	13,400.00
58	C-102	FILTER LOG, TYPE WOOD FIBER BIOROLL	LF	200	6.00	1,200.00	3.50	700.00	3.55	710.00	4.00	800.00	4.25	850.00	3.25	650.00
59	C-102	INLET PROTECTION, TYPE B (INCLUDES MAINTENANCE AND REMOVAL)	EA	10	300.00	3,000.00	200.00	2,000.00	214.00	2,140.00	300.00	3,000.00	285.00	2,850.00	195.00	1,950.00
60	D-701	CONCRETE DISCHARGE HEADWALL WITH TRASH GUARD	EA	1	2,500.00	2,500.00	1,200.00	1,200.00	1,210.00	1,210.00	1,500.00	1,500.00	2,500.00	2,500.00	8,466.34	8,466.34
61	P-101	REMOVE EXISTING DRAINTILE	LF	4500	10.00	45,000.00	4.00	18,000.00	2.15	9,675.00	8.00	36,000.00	5.00	22,500.00	16.92	76,140.00
62	D-705	DRAIN TILE (6" PERFORATED HDPE)	LF	4250	40.00	170,000.00	50.00	212,500.00	53.00	225,250.00	52.00	221,000.00	28.00	119,000.00	62.21	264,392.50
63	D-705	DRAIN TILE (6" NON-PERFORATED HDPE)	LF	1100	35.00	38,500.00	20.00	22,000.00	29.30	32,230.00	42.00	46,200.00	18.00	19,800.00	55.13	60,643.00



TABULATION OF BIDS

Taxiway B Realignment and Reconstruction & Runway 8/26 Rehabilitation (West)					Engineer's Estimate		Wagner Construction		Park Construction Company		Bluestone Construction Inc.		KGM Contractors, Inc.		Strata Corporation	
Minot International Airport							3151 Hwy 53									
SEH No.: MINOT 186027 & 186028							International Falls, MN 56649									
Bid Date: Thursday, May 28, 2026, at 2:00 p.m.					\$9,479,690.00		\$7,011,123.00		\$7,228,208.00		\$8,327,102.00		\$9,114,944.00		\$10,238,366.26	
Item No.	Item No.	Item	Unit	EST. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
64	D-705	DRAIN TILE CLEANOUT	EA	6	1,000.00	6,000.00	750.00	4,500.00	1,880.00	11,280.00	1,100.00	6,600.00	1,000.00	6,000.00	584.81	3,508.86
65	D-751	DRAIN TILE ACCESS/ INSPECTION PIT	EA	5	5,000.00	25,000.00	5,500.00	27,500.00	5,580.00	27,900.00	4,800.00	24,000.00	5,000.00	25,000.00	12,536.42	62,682.10
66	L-108	REMOVE EXISTING AIRFIELD ELECTRICAL INFRASTRUCTURE	LS	1	25,000.00	25,000.00	9,400.00	9,400.00	9,620.00	9,620.00	9,929.00	9,929.00	9,400.00	9,400.00	8,984.77	8,984.77
67	L-108	PULL BACK & PROTECT EXISTING CABLE & RECONNECT	LS	1	30,000.00	30,000.00	6,000.00	6,000.00	5,980.00	5,980.00	6,171.00	6,171.00	5,850.00	5,850.00	5,583.76	5,583.76
68	L-108	#8 5KV CABLE, INSTALLED IN DUCT	LF	9300	4.00	37,200.00	2.70	25,110.00	2.75	25,575.00	2.85	26,505.00	2.75	25,575.00	2.59	24,087.00
69	L-108	#6 600V CABLE, INSTALLED IN DUCT	LF	7800	3.00	23,400.00	2.90	22,620.00	3.00	23,400.00	3.06	23,868.00	3.00	23,400.00	2.79	21,762.00
70	L-108	COUNTERPOISE	LF	5900	1.50	8,850.00	3.20	18,880.00	3.25	19,175.00	3.37	19,883.00	3.05	17,995.00	3.05	17,995.00
71	L-110	3" DUCT - RIGID STEEL, INCL. DIRECTION BORE	LF	470	80.00	37,600.00	80.00	37,600.00	81.50	38,305.00	84.15	39,550.50	76.50	35,955.00	76.14	35,785.80
72	L-110	2-INCH SCHEDULE 80 PVC OR HDPE DUCT, INCLUDING TRENCH	LF	7800	20.00	156,000.00	5.60	43,680.00	5.70	44,460.00	5.88	45,864.00	5.60	43,680.00	5.33	41,574.00
73	L-125	MEDIUM INTENSITY TAXIWAY EDGE LIGHT, INCL. BASE CAN	EA	32	2,000.00	64,000.00	2,000.00	64,000.00	2,050.00	65,600.00	2,448.00	78,336.00	2,000.00	64,000.00	1,911.68	61,173.76
74	L-125	MEDIUM INTENSITY RUNWAY EDGE LIGHTS (BASE CAN ONLY, REINSTALL SALVAGED LIGHT AND TRANSFORMER)	EA	23	2,000.00	46,000.00	1,700.00	39,100.00	1,730.00	39,790.00	1,785.00	41,055.00	1,700.00	39,100.00	1,614.21	37,126.83
75	L-125	RUNWAY THRESHOLD LIGHTS (BASE CAN ONLY, REINSTALL SALVAGED LIGHT AND TRANSFORMER)	EA	16	2,000.00	32,000.00	1,800.00	28,800.00	1,840.00	29,440.00	1,898.00	30,368.00	1,800.00	28,800.00	1,717.77	27,484.32
76	L-125	RUNWAY END IDENTIFIER LIGHTS (REIL) SYSTEM	EA	1	30,000.00	30,000.00	23,500.00	23,500.00	24,000.00	24,000.00	24,760.00	24,760.00	22,500.00	22,500.00	22,405.08	22,405.08
77	L-125	RUNWAY DISTANCE REMAINING GUIDANCE SIGNAGE	EA	2	8,000.00	16,000.00	7,000.00	14,000.00	7,170.00	14,340.00	7,397.00	14,794.00	6,675.00	13,350.00	6,693.40	13,386.80
78	L-125	INSTALL AIRFIELD GUIDANCE SIGN, INCL. CONCRETE PAD	EA	8	8,000.00	64,000.00	8,000.00	64,000.00	8,130.00	65,040.00	8,392.00	67,136.00	7,725.00	61,800.00	7,593.91	60,751.28
79	L-125	TEMPORARY AIRFIELD LIGHTING CIRCUITRY	LS	1	10,000.00	10,000.00	6,000.00	6,000.00	6,250.00	6,250.00	6,451.00	6,451.00	2,320.00	2,320.00	5,837.56	5,837.56
80	L-125	HANDHOLE	EA	10	2,500.00	25,000.00	1,800.00	18,000.00	1,840.00	18,400.00	1,896.00	18,960.00	1,800.00	18,000.00	1,715.74	17,157.40
81	L-125	VAULT ELECTRICAL SYSTEM AND TESTING	LS	1	2,500.00	2,500.00	4,000.00	4,000.00	4,020.00	4,020.00	4,151.00	4,151.00	3,925.00	3,925.00	3,756.35	3,756.35
82	P-101	MILL BITUMINOUS PAVEMENT	SY	37000	12.50	462,500.00	2.20	81,400.00	4.80	177,600.00	3.83	141,710.00	6.50	240,500.00	9.00	333,000.00
83	P-101	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LF	500	5.00	2,500.00	6.00	3,000.00	4.50	2,250.00	6.00	3,000.00	5.50	2,750.00	8.00	4,000.00
84	P-101	SAWCUT CONCRETE PAVEMENT (FULL DEPTH)	LF	120	40.00	4,800.00	7.00	840.00	13.20	1,584.00	12.00	1,440.00	12.00	1,440.00	15.00	1,800.00
85	P-152	UNCLASSIFIED EXCAVATION (EV)	CY	29600	25.00	740,000.00	12.30	364,080.00	9.30	275,280.00	15.67	463,832.00	20.00	592,000.00	28.00	828,800.00
86	P-401	BITUMINOUS BASE COURSE PG 58-34	TON	3100	160.00	496,000.00	136.00	421,600.00	139.00	430,900.00	158.00	489,800.00	155.00	480,500.00	135.00	418,500.00
87	P-401	BITUMINOUS WEAR COURSE PG 58-34	TON	4700	165.00	775,500.00	136.00	639,200.00	138.00	648,600.00	157.00	737,900.00	157.00	737,900.00	135.00	634,500.00
88	P-603	BITUMINOUS TACK COAT	GAL	4230	4.00	16,920.00	3.10	13,113.00	3.20	13,536.00	4.00	16,920.00	3.80	16,074.00	3.18	13,451.40
89	P-605	CRACK REPAIR (SMALL AND MEDIUM)	LF	3000	2.50	7,500.00	3.60	10,800.00	3.65	10,950.00	5.00	15,000.00	3.60	10,800.00	5.35	16,050.00
90	32 11 23	CRACK REPAIR (LARGE)	LB	4000	4.00	16,000.00	7.00	28,000.00	7.05	28,200.00	8.00	32,000.00	7.00	28,000.00	4.44	17,760.00
91	P-620	RUNWAY PAVEMENT MARKINGS (PERMANENT)	SF	43500	5.00	217,500.00	1.70	73,950.00	1.20	52,200.00	1.77	76,995.00	2.60	113,100.00	1.10	47,850.00
92	P-620	RUNWAY PAVEMENT MARKINGS (TEMPORARY)	SF	43500	3.00	130,500.00	1.70	73,950.00	1.10	47,850.00	1.77	76,995.00	1.35	58,725.00	1.00	43,500.00
93	P-621	SAWCUT GROOVING	SY	23100	2.50	57,750.00	3.00	69,300.00	2.25	51,975.00	4.19	96,789.00	2.55	58,905.00	2.25	51,975.00
94	P-621	DISPOSAL OF SLURRY WASTE MATERIAL (OFF-SITE)	LS	1	15,000.00	15,000.00	14,000.00	14,000.00	8,630.00	8,630.00	8,500.00	8,500.00	17,500.00	17,500.00	29,961.48	29,961.48



TABULATION OF BIDS

SEH							1		2		3		4		5	
Taxiway B Realignment and Reconstruction & Runway 8/26 Rehabilitation (West) Minot International Airport SEH No.: MINOT 186027 & 186028 Bid Date: Thursday, May 28, 2026, at 2:00 p.m.					Engineer's Estimate \$9,479,690.00		Wagner Construction 3151 Hwy 53 International Falls, MN 56649 \$7,011,123.00		Park Construction Company \$7,228,208.00		Bluestone Construction Inc. \$8,327,102.00		KGM Contractors, Inc. \$9,114,944.00		Strata Corporation \$10,238,366.26	
Item No.	Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
95	T-901	SEEDING, BRILLION (INCL. FERTILIZER)	ACRE	31	2,000.00	62,000.00	900.00	27,900.00	923.00	28,613.00	1,000.00	31,000.00	2,650.00	82,150.00	840.00	26,040.00
96	T-905	SELECT TOPSOIL BORROW (OBTAINED OFF-SITE)	CY	1000	85.00	85,000.00	27.00	27,000.00	43.60	43,600.00	40.00	40,000.00	60.00	60,000.00	90.43	90,430.00
97	T-908	HYDROMULCHING	ACRE	31	3,000.00	93,000.00	2,000.00	62,000.00	2,110.00	65,410.00	2,800.00	86,800.00	7,955.00	246,605.00	1,920.00	59,520.00
Total - Schedule B - (Runway 8/26 Rehabilitation - West)					\$4,670,220.00		\$2,997,723.00		\$2,930,208.00		\$3,641,562.50		\$3,875,264.00		\$4,218,675.82	
TOTAL BID PRICE (Schedules A & B)					\$9,479,690.00		\$7,011,123.00		\$7,228,208.00		\$8,327,102.00		\$9,114,944.00		\$10,238,366.26	



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 15, 2026

SUBJECT: HVAC DESIGN AND BID CONTRACT - AIRPORT GA TERMINAL

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Authorize City staff to negotiate a statement of work (SOW) with Mead & Hunt for the HVAC design and bid;**
- 2. Approval of the negotiated contracts with Mead & Hunt (M&H);**
- 3. Authorize the Mayor and Finance Director to sign the agreements; and**
- 4. Approve to advertise for bid.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot International Airport's General Aviation Terminal (GA terminal) has experienced deficiencies and declining performances of the HVAC system and controls servicing the building. The current system does not have the capability of meeting the requirements of the two federal leases currently occupying portions of the building. The GA terminal is also occupied by Avflight, the Fixed Base Operator (FBO), which handles all general aviation operations. This includes private charters, fueling, among other operations. The City has reached out to local contractors, of whom indicated the existing system is too complicated and would require analysis by a mechanical engineer.

On September 2, 2025, Council approved an assessment to be completed by Short Elliott Hendrickson Inc. (SEH), the Airport's engineer of record at the time. The Condition Assessment Report was completed and provided to the Airport on February 3, 2026. The report divided the proposed work into three tiers. Tier 1 included the controls and dampeners, Tier 2 included outside units (air handling units and air conditioners) and Tier 3 included the boilers and other

heating elements.

On May 22, 2026, the air conditioning unit was not working properly and the Airport Operations and Facility teams assessed the situation. A certified HVAC contractor was called in and reset the system. The system failed multiple times over the weekend and the contractor was not able to restart the system. The contractor verbally quoted a \$50,000-100,000 repair of the 30-year-old plus system. With the weather forecast being over 90 degrees Fahrenheit for the week, the airport team worked on finding a temporary fix and three mobile units were installed in the three leasehold spaces.

B. Proposed Project

The proposed project is to design, bid, and construct the Tier 1 and Tier 2 components.

C. Recommendation Detail

The Airport Director worked on putting in an emergency purchase request following the City's purchasing protocols on Tuesday, May 26, 2026, and a reconsideration and additional request for state funding support for Tier 1 and 2 work. Both requests were denied.

Mead and Hunt, the engineer of record, as was approved at the City Council meeting on April 6, 2026.

IV. IMPACT

A. Service/Delivery Impact:

Completing this project will allow for continued tenant operations and thus revenues through such operations. Additionally, it allows the City to remain in compliance with its lease obligations.

B. Fiscal Impact

The funding for this project will be through airport cash reserves.

Project Costs

All numbers are estimated:

Tier #1: Controls

Upgrade

Cost Category

Probable Cost

Design and CA\$ 48,075.00

Estimates

Demolition \$ 2,700.00

Mechanical \$ 150,000.00

Electrical \$ 30,000.00

Construction \$ 185,015.00

subtotal

Construction	\$ 36,540.00	
20%		
Contingency		
Total		\$ 265,000.00
Tier #2: HVAC Air-side Equipment Replacement		
Design and CA\$	76,700.00	
Estimates		
Demolition	\$ 20,250.00	
Mechanical	\$	
	195,000.00	
Electrical	\$ 50,000.00	
Construction		\$ 265,250.00
subtotal		
Construction	\$ 53,050.00	
20%		
Contingency		
Total		\$ 395,000.00
Tier 1 & 2		\$ 660,000.00
Total		
Estimate		

Project Funding
 Airport cash reserves

VI. ALTERNATIVES

1. City Council could recommend to not complete the design, bid, and replacement of the HVAC system. This may result in continued noncompliance with federal leases and uncomfortable and potentially unsafe working conditions for tenants during extreme temperatures.
2. City Council could recommend completing all three Tiers at an estimated \$1,000,000 price tag.



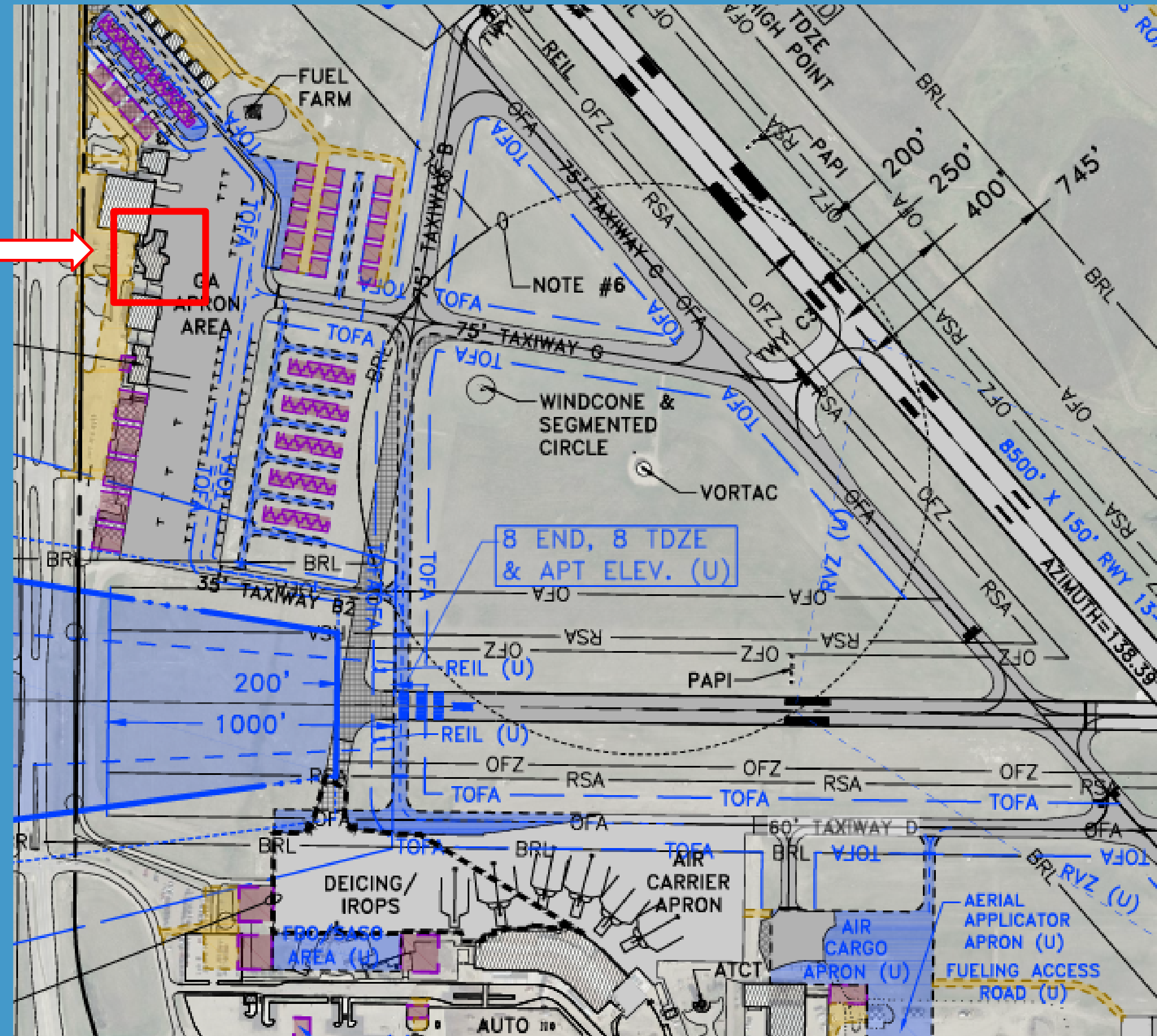
NDAC Grant Presentation

June 2, 2026

Presented by Jennifer K. Eckman, A.A.E.

MOT ALP

GA Terminal



GA TERMINAL HVAC

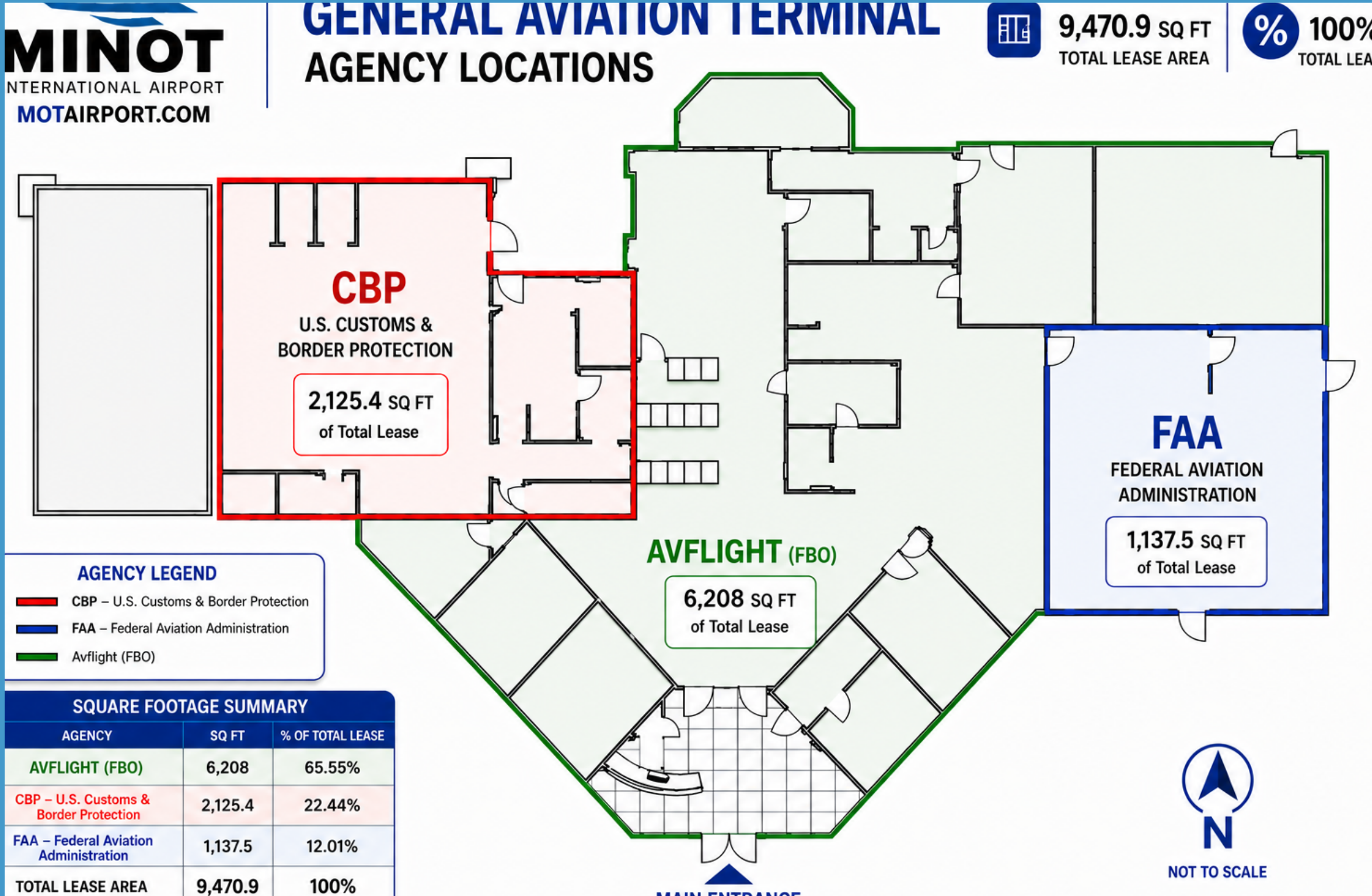
Request was originally for Tier 1 as a phased approach to fix the deteriorating system. Last week the system failed entirely. Licensed HVAC professionals confirmed that repair at this point is futile and the system must be replaced. Temporary measures were installed but Priority has now changed to Tier 2 to replace the air units.

Tier Description	TOTAL Cost (\$)
Tier 1 (Controls and Dampeners) Allows for temperature control zones in the different leased areas of the terminal.	265,000
Tier 2 (Air Handling Units and Air Conditioner) Priority 1: Forced air handling. Replaces the equipment that failed	395,000
Tier 3 (Boilers): Replacement of existing boilers	365,000
TOTAL	1,025,000
Only Tier 1 and Tier 2 TOTAL	660,000
Updated 50% NDAC Request	330,000



Temporary fix to HVAC in FAA Tech Ops space

GA TERMINAL HVAC





THANK YOU
FOR YOUR
CONSIDERATION



Project Information

Please complete this page for each project.

Project Title GA Terminal HVAC Repair - Tier One		Total Estimated Cost \$265,000.00	Estimated Completion Date 12/31/2026
Type of Funding Request ☐ First-Time Request ☒ Repeat Request ☐ Supplemental Request			NDAC Priority Rating 22
Project Description Design and install the recommended Tier 1 upgrades to the HVAC system in the airport owned general aviation terminal building. See the attached documents for details. FBO - 6,206 square feet CBP - 2,579 square feet FAA Tech Ops -1,933 square feet TOTAL GA Terminal - 10,718 square feet			
Describe Need or Justification for the Project The Airport-owned general aviation terminal building has three tenants, including AvFlight (FBO), CBP and the FAA. The CBP and FAA leases require zoned HVAC controls. Currently, the HVAC system is not functioning properly and is in need of significant improvements. Engineers have identified three separate tiered projects in order to complete the necessary improvements. Tier 1 is to replace the existing pneumatic controls and replace with electronic controls to allow functioning zone capabilities. The new system will need to be designed by a consultant and installed by an appropriate HVAC contractor.			
For National Plan of Integrated Airport Systems (NPIAS) Airports: Is this project listed on the airport's approved Airport Layout Plan and Capital Improvement Program? ☐ Yes ☒ No If unknown, contact North Dakota Aeronautics Commission			
Name of Contact Person for Project Maria Romanick		Title Airport Operations and Maintenance Manager	
Telephone Number (701) 420-4503	Fax Number	Email Address maria.romanick@minotnd.gov	

Project Cost Estimate Summary

Is this a Federal Aviation Administration project? ☐ Yes ☒ No	If yes, Airport Improvement Program (AIP) Number	Year
---	--	------

Provide a summary of the estimated cost of the project, including the source of all funding.

Source of Funding		Estimated Dollar Funding	Estimated Percent of Total Funding
Federal Share		\$	%
State Share		\$ 132,500.00	50.0 %
Sponsor Share	Airport	\$ 132,500.00	50.0 %
	Other:	\$	%
Project Totals		\$ 265,000.00	100%

Supporting Documentation

If possible, please provide the following documentation as attachments to the grant submittal:

1. A detailed cost estimate or accepted bid.
2. Pictures and/or a drawing of the affected area (with the proposed work area and dimensions noted).
3. If the project is land related, provide a map with the specific land areas being affected highlighted.
4. If the project is for a fuel facility or a community hangar, provide a business plan.

Condition Assessment Report

General Aviation Terminal - Minot International Airport

Minot, ND

Minot Project #2025500008

MINOT 187448 | February 3, 2026



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists



Building a Better World
for All of Us®

February 3, 2026

RE: General Aviation Terminal - Minot
International Airport
Condition Assessment Report
Minot, ND
Minot Project #2025500008
SEH No. MINOT 187448 4.00

Ms. Jennifer Eckman
Airport Director
City of Minot
305 Airport Road, Suite 216
Minot, ND 58703

Dear Jennifer:

The City of Minot is proposing to make upgrades to the HVAC and controls systems serving the General Aviation Terminal in Minot, ND. Short Elliott Hendrickson Inc. (SEH®) is pleased to present you with the following professional services fee proposal for the above referenced project. These services include existing conditions assessment, analysis, recommendations, and opinion of probable costs on a lump-sum fee basis.

Project Understanding

Based on information provided to date, it is our understanding that the City of Minot has experienced deficiencies and declining performance of the HVAC system and controls serving the General Aviation Terminal. The current system does not have the capability of meeting the requirements of their two federal lessees. The City has had Mowbray and Johnson Controls look at the system and have been told it is too complicated. The existing system requires an analysis by a Mechanical Engineer and design drawings developed to meet the zoning requirements of the lessees. The City would like SEH to provide a formal conditions assessment of the existing HVAC and controls systems serving the facility and provide recommendations for improvements to increase performance, reliability, and efficiency.

Scope of Services

The following Scope of Services shall be provided for the conditions assessment.

- Generation of conditions assessment report to include the following:
 - Site visit and assessment of existing HVAC systems and controls system including review and field verification.
 - Site visit and field verification of existing electrical systems.
 - Mechanical Code Review.
 - Federal Lessee requirements review.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

- Recommended improvements to heating system, boiler plant, and HVAC Controls.
- Multiple options for low to extensive range of improvements.
- Opinion of probable cost for each improvement option.

Phasing plan for implementation of heating system improvements in multiple stages

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Brula". The signature is fluid and cursive, with the first name "Nick" and last name "Brula" clearly distinguishable.

Nick Brula, PE
Associate | Sr Professional Engineer

dmk

x:\ko\m\minot\187448\5-final-dsgn\53-dsgn-info\report\minot assessment report_draft 12.2.25.docx

Condition Assessment Report

General Aviation Terminal - Minot International Airport
Minot, ND

Minot Project #2025500008
SEH No. MINOT 187448

February 3, 2026

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.



Nick Brula, PE

Date: February 3, 2026

License No.: 36975

Reviewed By: Tu Vu

Date: February 3, 2026

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000



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Letter of Transmittal
Certification Page
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Condition Assessment Report

General Aviation Terminal - Minot International Airport

Prepared for City of Minot

1 Background Information

1.1 General Aviation Terminal

Minot International Airport (MOT) traces its origins to a 20-acre airstrip developed in the late 1920s on what is now the southern portion of the current airport property. Today, MOT serves as the primary public-use airport for Minot, North Dakota. It retains its “international” designation not because of scheduled international airline service (none currently exist), but because it is equipped with U.S. Customs and Border Protection facilities, allowing it to process international general aviation arrivals, particularly from Canada.

While the airport is recognized for its modern commercial passenger terminal completed in 2016, a significant volume of activity at MOT is general aviation (GA). GA operations — including private pilots, corporate jets, charter flights, flight training, and cross-border GA traffic — are handled separately from the airline terminal through a dedicated Fixed-Base Operator (FBO), currently AV Flight.

The GA/FBO terminal provides essential services such as fueling, hangar space, maintenance, weather briefing rooms, pilot lounges, and on-site customs clearance. These amenities make MOT a vital regional resource for business aviation, flight schools, and private/cross-border travelers.

The GA terminal building underwent major expansion and renovation in 1995. Current tenants include:

- AV Flight (the FBO)
- Federal Aviation Administration (FAA) offices
- U.S. Customs & Border Protection

Each tenant operates under separate lease agreements with distinct heating, ventilation, and air-conditioning (HVAC) requirements. Notably, the 1995 renovation did not incorporate individual HVAC zoning or infrastructure capable of independently meeting the varied temperature, ventilation, and air-quality needs of these different occupants. This limitation continues to affect operational efficiency and comfort in the shared facility.



2 Existing Systems & Report Conditions

2.1 Mechanical

The existing HVAC and controls infrastructure in the GA/FBO terminal dates to the 1995 renovation and has reached the end of its reliable service life, particularly the pneumatic control system.

System Overview

- **Primary Air Handling:** One large central air-handling unit (AHU) with a remote air-cooled condenser provides 100 % of the building's ventilation and conditioned air.
- **Distribution & Zone Control:** Supply air is delivered via ductwork to numerous variable-air-volume (VAV) boxes equipped with hot-water reheat coils. Terminal heating in perimeter and garage areas is supplemented by finned-tube radiation/convectors and in-floor hydronic heating.
- **Heating Plant:** Three condensing hot-water boilers in the main mechanical room produce hot water (glycol mixture). Multiple circulating pumps serve the VAV reheat coils, perimeter radiation, and the separate in-floor heating loop for the attached garage/vehicle storage area.

Controls Architecture (Two Distinct Systems)

- **Digital Controls (DDC)** – Boiler plant, hydronic pumps, AHU supply fan, and outdoor-air damper actuation are operated by a modern digital control panel in the mechanical room. These components remain generally functional.
- **Pneumatic Controls** – All zone-level control (VAV boxes, reheat coils, duct sensors, and wall thermostats) is accomplished via a legacy Johnson Controls pneumatic system fed by a central air compressor and refrigerated dryer.

Current Condition & Primary Deficiencies

- Air-side mechanical components (AHU, condenser, boilers, pumps) are original but still operational and performing largely as designed.
- The pneumatic control system is in an advanced state of failure:
 - Many of the zone thermostats are currently indicating incorrect temperatures.
 - Numerous failed or leaking pneumatic control valves fail to operate upon a call for heat.

- Inadequate compressor/dryer which has significant condition issues and was noted as cycling very frequently.
- Result: Many zones cannot call for reheat which leads to a large variability in temperatures throughout the facility.

Operational Impact

- Tenant comfort complaints (FAA, CBP, and FBO staff) during winter months
- Inability to maintain required temperatures in offices, pilot lounges, and customs inspection areas
- Failure of the system to meet tenant lease requirements.
- Ongoing maintenance burden and difficulty sourcing obsolete pneumatic parts

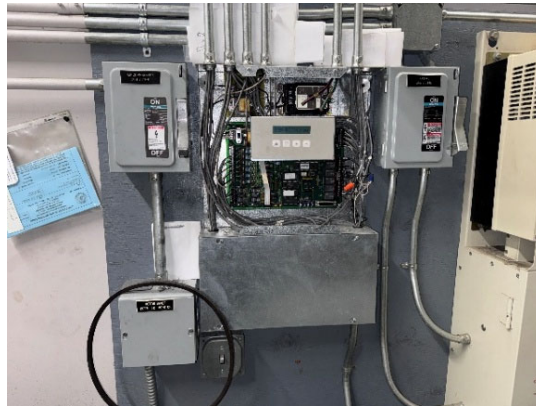
In summary, while the major mechanical equipment is still serviceable, the failed pneumatic control system is the critical path issue preventing proper space temperature control and occupant comfort throughout the GA terminal. A comprehensive controls upgrade (conversion to full DDC with new VAV controllers, thermostats, and actuators) would resolve many of the current operational problems.

2.1.1 Air Handler & Air Cooled Condenser

The entire GA Terminal is served by the indoor air handler and remote air cooled condenser located on the roof of the terminal. The air handler appears to be from the original renovation in 1995 and is ceiling suspended within the mechanical room. The system is controlled with a Trane interface control panel integrated with duct sensors.

2.1.1.1 Equipment Specifications:

- Trane Indoor Air Handler
 - Model #MCCA012
 - 6,000 CFM @ 3.0" S.P
 - Two stage, Dx Cooling Coil
 - 5 HP, 208/3/60
- Air Cooled Condenser:
 - Trane Model was unreadable due to sun fading of the nameplate information.
 - Cooling Capacity of 185 MBH (From original schedule)
 - 208/3/60 (From original schedule)



2.1.1.2 Assessment

Central Air-Handling Unit (AHU) – Trane, ceiling-suspended in mechanical room

- Age: 30 years (1995)
- Overall condition: Fair for age; still operational at time of assessment
- Trane DDC control panel and duct sensors: Good condition and fully functional
- Major deficiency: Refrigerant piping from DX cooling coil is actively leaking (refrigerant or condensate) at copper fittings. Saturated, dripping insulation indicates long-term leakage onto mechanical-room floor
- Conclusion: The unit has significantly exceeded its typical 20–25-year service life. Replacement strongly recommended



Remote Air-Cooled Condenser – Roof-mounted

- Age: 30 years (1995)
- Overall condition: Poor
- Operation could not be verified during assessment (off-season), but facility staff confirmed it provided cooling during the most recent summer
- Visible deterioration:
 - Extensive rust and corrosion on fan guards, coil headers, refrigerant piping, and filter-drier
 - Severe UV degradation of closed-cell suction-line insulation (cracked, missing sections)
 - Liquid-tight flexible electrical conduit heavily cracked and embrittled from prolonged UV exposure
- Conclusion: Well beyond expected service life and in deteriorating structural/operational condition. Replacement required



2.1.2 Variable Air Volume (VAV) Boxes

Variable Air Volume boxes appear to be from the original renovation in 1995 and are located above the ceiling and provide air distribution to specific zones throughout the building. The system is composed of 17 VAV's for space control.

2.1.2.1 Equipment Specifications

- Trane Varitrane VAV:
 - Model #VCWE
 - Heating Airflow: 70 to 865 CFM
 - Cooling Airflow: 105 to 1080 CFM
 - Heating Capacity: 9.9 to 38.1 MBH
- Hydronic Control Valves
 - Two distinct control valves were observed at the facility with one of the valves being significantly newer than the other valve.

- The newer observed valve is a Johnson Controls pneumatic control valve:
 - Model #V3801
 - Pneumatic valve actuator
 - 25 PSI Maximum
- The manufacturer/model of the older control valve could not be identified.



2.1.2.2 Assessment

Variable Air Volume (VAV) Boxes & Reheat Coils

- Age: Original 1995
- Overall condition: Poor
- Widespread surface corrosion on the exposed sections of hot-water reheat coils where they exit the VAV box casing
- Inlet velocity sensors and pneumatic damper actuators are largely non-functional due to the broader pneumatic system failure



Hydronic Control Valves, Piping & Fittings

- Mixed population: Some valves replaced in the past 10–15 years (“newer style”), many still original 1995 (“older style”)
- Older valves: **Extremely poor / unserviceable**
 - Completely obscured by rust and corrosion
 - Manufacturer/model tags illegible; replacement parts no longer obtainable
- Newer valves: Generally good condition **except** at connection points
 - Heavy corrosion at threaded unions and fittings where piping connects to coil and valve bodies
 - At least two newer valves observed installed backwards (reverse flow), which will cause premature failure and improper modulation
- System-wide functional test results (thermostat manipulated to call for maximum heat in each zone): **>50 % of all control valves failed to open** Failure modes include stuck actuators, lost pneumatic signal, seized valve stems, or incorrect installation.



Summary of Zone-Level Deficiencies

- The zone control layer is effectively non-functional for more than half the building during heating season. Combined causes:
 - Failed legacy pneumatic tubing, thermostats, and actuators (previously documented)
 - Severe corrosion and degradation of coils, valves, and piping
 - Improper installation of some replacement valves
 - Unidentifiable/obsolete components preventing economical repair

2.1.3 Boiler Plant

The boiler plant consists of three condensing boilers, two primary pumps, one circulator pump for in floor heating, and an expansion tank. The boilers have a dedicated sequencer control panel for sequencing, but the primary control of the boiler and pumps is through the Trane remote control panel noted above.

2.1.3.1 Equipment Specifications

- Weil McLain Condensing Boilers
 - Model #GV90+6
 - Maximum Input: 175 MBH
 - DOE Maximum Output: 161 MBH
 - Quantity 3
 - These boilers were manufactured in 2017.
- Hydronic US Motor Pump
 - Model S63CXHZR-7056
 - ¾ HP
 - 120/230V Single Phase
 - Quantity 2
 - Date code indicates they were manufactured in 2015

- Hydronic Circulator Pump, Taco
 - Model #0011-F4
 - 1/8 HP
 - 120V
 - Continuous Duty
- Taco Expansion Tank
 - Model #CAX 254-3
 - MAWP 125 PSI
 - Manufactured in 1996.



2.1.3.2 Assessment

Three Condensing Hot-Water Boilers

- Age: 1995 (original to renovation)
- Mechanical condition: **Good** – All three boilers fire and operate normally
- Controls and safeties integration with the Trane panel: Functional
- Boiler #1 pressure-relief valve (PRV) is actively weeping or discharging into a catch bucket that was found full.
 - Normal condensing boiler operation should produce **zero** discharge from the PRV.
 - This indicates one or more of the following: – Failed/faulty PRV – Undersized or water-logged expansion tank – Over-pressure condition caused by faulty fill valve or sensor

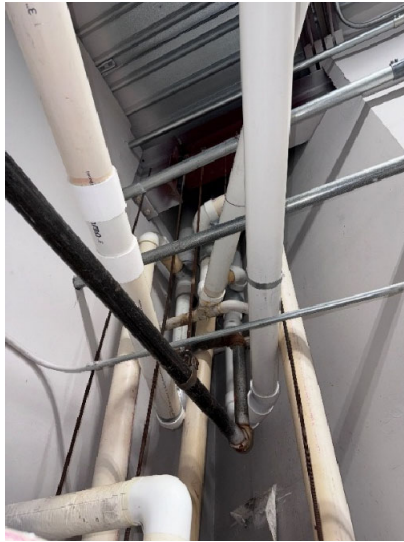
Flue & Combustion-Air Piping (PVC retrofit)

- Original metal venting replaced several years ago with Schedule 40 PVC
- Current condition: **Poor and non-code-compliant**

Specific defects observed:

- Multiple active condensate leaks at joints in vertical flue runs – catch buckets in use.
- Visible black mold and water damage on adjacent sheetrock
- No evidence of purple primer at any cemented joints (strongly suggests improper solvent-welding procedure, explaining joint failures)
- Multiple sections of both flue and combustion-air piping installed with incorrect slope: – Several low spots and sags trap condensate instead of draining back to boiler.

Risk summary: Ongoing condensate leakage creates mold, structural damage, and potential CO hazard if flue integrity continues to degrade.

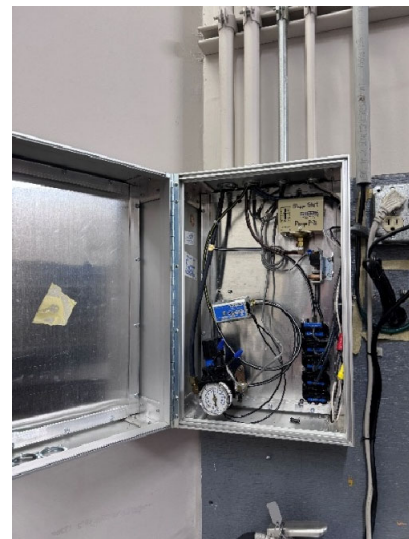


2.1.4 Pneumatic Control system

The pneumatic control system includes the John Control pneumatic control panel, the air compressor with refrigerated air dryer, compressed air piping, sensors, and thermostats.

2.1.4.1 Equipment Specifications

- John Controls Pneumatic Panel
 - Model #M-8100 Control Cabinet
- JCI Air Compressor
 - Model #AS-007-134
 - ¾ HP, 230/3, 30 Gal Receive



2.1.4.2 Assessment

Pneumatic Control Panel (Johnson Controls)

- Cabinet and components: Visually in **good physical condition**
- Operational status: Powered and partially functional
- **Major audible symptom:** Constant, loud hissing/air release from a relief or bleed valve inside the panel – This is **not normal operation** for a properly sealed system – Indicates the system is bleeding off pressure as fast as (or faster than) the compressor can supply it – Primary cause of chronic low system pressure and zone control failure across the building

Air Compressor & Refrigerated Air Dryer

- Compressor unit: **Fair condition**, runs and produces pressure
- Refrigerated dryer: **Failing / failed** – Significant leakage of thick, greenish liquid from the dryer unit – Staining and pooling on receiver tank and mechanical-room floor – Liquid is classic “green slime” – a corrosive, waxy byproduct formed when:
 - Refrigerant has leaked out of the dryer’s sealed circuit
 - Moisture enters the low-pressure side
 - Remaining compressor oil + refrigerant + water chemically react
- Consequences: – Contaminates entire pneumatic system with moisture, oil, and acid – Accelerates corrosion and blockage in thousands of feet of ¼" polyethylene tubing – Destroys pneumatic actuators, thermostats, and relays downstream



2.2 Electrical

The building is fed from a 208Y/120V electrical service that feeds a switchboard which acts as the main distribution panel for the site. This piece of electrical equipment feeds subsequent panelboards. The majority of the branch circuits are fed from panelboards 'L1' and 'L2'. Larger loads such as the ramp lighting and HVAC equipment are fed directly from the switchboard. Panelboard 'L3' is fed separately from the C.T. cabinet and the rest of the electrical system. This panel is equipped with a service rated disconnect that is UL listed.

The interior lighting for the facility consists of 2x4 ceiling mounted fluorescent lighting units, can style accent lighting units, and linear strip lighting units used in the mechanical/electrical room.

There is also a fire alarm system consisting of a fire alarm control panel, annunciator, smoke detectors, visual and audio alarms, and pull stations.

2.2.1 Equipment Specifications



Main Distribution Panel 'MDP'

- Fed from C.T. Cabinet
- 208Y/120V, 3-phase, 400A switchboard
- Manufacturer: Siemens
- Age: 29 Years (1996)



Panelboard 'L1'

- Fed from circuit breaker in Main Distribution Panel.
- 208Y/120V, 3-phase, 250A Main Lugs panelboard
- Manufacturer: Siemens
- Age: 29 years (1996)



Panelboard 'L2'

- Fed from circuit breaker in Main Distribution Panel.
- 208Y/120V, 3-phase, 250A Main Lugs panelboard
- Manufacturer: Siemens
- Age: 29 years (1996)



Panelboard 'L3'

- Fed from C.T. cabinet.
- 208Y/120V, 3-phase, 100A MCB panelboard
- Manufacturer: Siemens
- Age: 29 years (1996)



C.T. Cabinet

- Fed from utility transformer
- 600V rated, 3-phase, 400A current transformer cabinet
- Manufacturer: American Midwest Power
- Age: 29 years (1996)



Fire Alarm Control Panel

- Monitors detection devices and sends alarm signals
- Contains batteries with test date of 6/28/2024
- Manufacturer: Simplex
- Age: 29 years (1996)

2.2.2 Assessment

Main Distribution Panel 'MDP'

- Condition: **Fair condition**, enclosure in good condition, mix of newer and older model circuit breakers, missing labels and equipment tags, one circuits is labeled with sharpie, panel schedule is inaccurate.
- Concerns/Consequences: Age of the equipment is nearing the end of its useful life. Circuit breakers need replacement and panel schedule needs updating. It is recommended this piece of equipment be replaced in 5-10 years. It is also noted the MDP does not have lockouts on the circuit breakers or a lockable door for the enclosure. If this room is accessible and not secure this poses a potential tampering hazard.

Panelboard 'L1'

- Condition: **Good condition**, enclosure in good condition, circuit breakers in good condition, contains proper circuit labeling, panel schedule is acceptable. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 10-15 years.

Panelboard 'L2'

- Condition: **Good condition**, enclosure in good condition, circuit breakers in good condition, contains proper circuit labeling, panel schedule is acceptable. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 10-15 years.

Panelboard 'L3'

- Condition: **Good condition**, enclosure in good condition, circuit breakers used for main disconnect are service rated and UL listed, circuit breakers in good condition, contains proper circuit labeling, panel schedule is acceptable. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 10-15 years.

C.T. Cabinet

- Condition: **Fair condition**, enclosure is weathered, labeling is faded and cracked. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 5-10 years.

Fire Alarm Control Panel

- Condition: **Good condition**, enclosure in good condition, internal circuit board and operator interface is in good condition, contains proper battery testing date. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 5-10 years.

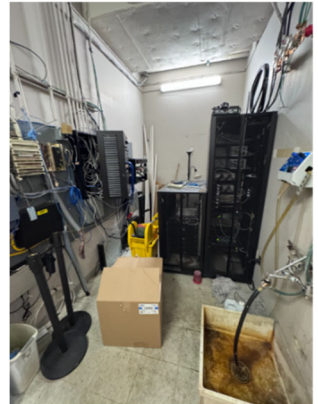
Variable Frequency Drive (Allen-Bradley ACH 500)

- Condition: **Good condition**, enclosure in good condition, operator interface is in good condition.
- Concerns/Consequences: Age of equipment is nearing the end of it's useful life. It is recommended this piece of equipment be replaced in 5-10 years or when associated motor is replaced.



Network Equipment

- Concerns/Consequences: Working space in front of the network equipment and controls is not open and clear. This is a hazard and should be addressed immediately. The network racks are located near a mop basin which poses a potential electrical hazard if water were to be accidentally sprayed or splashed on the equipment. It is recommended that this equipment be protected, or the mop basin be re-located.



Solenoid and pressure valves

- Concerns/Consequences: Instruments show signs of corrosion and deterioration. Equipment should be replaced.



Other electrical notes:

Fluorescent lighting units can be replaced with LED lighting units to provide added energy efficiency and visual comfort for occupants. Replacement is at owner's discretion.

FAA Office staff expressed security concerns regarding the power serving the weather station for the entire airport. The station is fed from a panel within the secure FAA office space and routes under ground to a central location in the runway field. The FAA panel is fed from the main mechanical/electrical room located in the GA terminal main corridor. The door to the mechanical room remains unlocked during normal day to day operations and there are no security measures preventing an individual from walking into said room and tripping that breaker. If this occurred, the entire weather system would go offline for the airport according to staff.

3 Recommendation Tiers

The project is structured in three cumulative tiers. Each higher tier includes all work from the previous tier(s), providing clear budget segmentation while ensuring the final system is complete, code-compliant, energy-efficient, and maintainable.

3.1 Tier #1: Controls Upgrade

3.1.1 Demolition, Items to be fully removed:

- **Legacy Pneumatic Control System**
 - Central air compressor and receiver tank
 - Refrigerated air dryer (contaminated with green slime)
 - Johnson Controls pneumatic control panel and all internal components
 - All pneumatic polyethylene tubing throughout the building (ceiling, walls, chases)
 - All pneumatic wall thermostats
 - All pneumatic duct sensors and VAV controllers/actuators
 - All pneumatic hydronic control valves and actuators on VAV reheat coils and terminal units
- **1995 Trane System Serving Central Plant**
 - Existing Trane control interface panel in mechanical room
 - All associated temperature, pressure, and airflow sensors
 - All end devices and wiring associated with the 1995 Trane system

3.1.2 New:

- **New Building Automation System with DDC Controls will provide:**
 - Single head-end platform (web-accessible graphics, alarm management, trending, scheduling, and remote access)
 - Full integration of all mechanical systems under one manufacturer-independent system
 - Tenant-specific zoning and temperature set-point authority in strict accordance with each lease agreement (FAA, CBP, AV Flight FBO, and any future tenants)
 - User-adjustable digital wall sensors/thermostats in offices, lounges, and public areas (within lease-defined limits)
 - Supervisor-level overrides and monitoring for airport maintenance staff
 - Capability for future expansion or integration with other airport systems
- **Field Devices to Be Installed (All New)**
 - DDC VAV controllers with integral airflow sensors and electronic damper actuators
 - Electronic hot-water control valves and actuators on every VAV reheat coil and terminal heating device
 - Digital room sensors/thermostats (temperature + optional occupancy and CO₂)
 - Duct and pipe temperature sensors, pressure sensors, and airflow monitoring stations as required

- All new low-voltage control wiring (plenum-rated where required)
- **Key Operational Benefits Delivered**
 - Precise, independent temperature control for each tenant space
 - Elimination of cold zones and comfort complaints in winter
 - Energy savings through proper scheduling, setback, and demand-controlled ventilation
 - Dramatic reduction in maintenance calls (no more pneumatic leaks, green slime, or obsolete parts)
 - Full diagnostic capability and remote troubleshooting
 - Compliance with current energy codes and cybersecurity best practices for networked controls

3.2 Tier #2: HVAC Air-side Equipment Replacement

3.2.1 Demolition, Items to be fully removed:

- **Central Air-Handling System (1995)**
 - Ceiling-suspended indoor air handler (Trane) – complete with DX cooling coil, supply fan, filters, dampers, and all associated duct transitions
 - Roof-mounted air-cooled condensing unit – including all refrigerant piping, supports, and curbs. Curb to be reused if practical.
 - All refrigerant piping (copper linesets) running between AHU and condenser – recover and recycle refrigerant per EPA Section 608
- **Zone-Level Air Distribution Equipment**
 - All 17 existing variable-air-volume (VAV) boxes – including corroded casings, failed pneumatic damper actuators, and hot-water reheat coils
 - All associated ductwork transitions, flexible duct connections, and volume dampers directly attached to the VAVs
- **Exhaust Fans Tied to the 1995 AHU**
 - All toilet, general, and garage exhaust fans that are interlocked with or served by the existing central AHU
 - Any associated roof curbs, backdraft dampers, and ductwork stubs

3.2.2 New:

- **New Central Air-Handling Unit (AHU)**
 - One (1) new custom or semi-custom indoor AHU configured as a **1:1 functional replacement** of the existing 1995 unit
 - Ceiling-suspended in the existing mechanical room (new structural supports/isolators as required)
 - Key features to be included: – High-efficiency supply fan with variable-frequency drive (VFD) – Premium-efficiency motors – MERV-13 final filters + MERV-8 pre-filters – DX cooling coil (match new condenser) – Low-leakage outdoor-air and mixing dampers with DDC actuation – Factory-mounted airflow monitoring station – Full integration with new BAS/DDC system

- **New Air-Cooled Condensing Unit**
 - One (1) new high-efficiency air-cooled condenser sized for **1:1 cooling capacity replacement**
 - Roof-mounted on new curb adapter (match existing penetration)
 - R-454B or newer A2L compliant refrigerant
 - Variable-speed or digital-scroll compressor(s) for part-load efficiency
 - Micro-channel or high-efficiency finned-tube coils with corrosion-resistant coating (recommended for ND climate)
 - All new insulated refrigerant piping to new AHU with proper oil traps and supports
- **New Variable-Air-Volume (VAV) Boxes**
 - Seventeen (17) new single-duct VAV's with hot-water reheat coils
 - Exact locations to match existing zones (minor duct modifications only)
 - Factory-equipped with: – DDC controller (BACnet-native) – Electronic damper actuator – Integral airflow sensor – Hot-water control valve and electronic actuator – Sound attenuator lining where required for noise control
- **New Restroom Exhaust Fans**
 - Replace all existing restroom exhaust fans with new constant-volume roof-mounted or inline units
 - Energy-efficient ECM motors
 - New backdraft dampers, roof curbs, and duct transitions
 - Interlocked with new BAS for occupancy scheduling and monitoring
- This new equipment package, combined with the previously defined full BAS/DDC controls, boiler venting corrections, and hydronic upgrades, will deliver a completely modern, code-compliant, energy-efficient, and tenant-flexible HVAC system with an expected service life of 25–30 years.

3.3 Tier #3: Boiler Replacement

3.3.1 Demolition, Items to be fully removed:

- **Hot-Water Boiler Plant**
 - All three (3) existing condensing boilers (1995) – including burners, heat exchangers, gas trains, and cabinets
 - All associated gas piping from the meter/regulator tie-in point to each boiler
- **Hydronic Distribution**
 - Three (3) existing hot-water circulating pumps (base-mounted or inline)
 - Existing expansion tank (or tanks)
 - Air separator, air vents, and chemical pot feeder (if present)
- **Combustion Air & Flue System**
 - Entire PVC combustion-air intake piping run (roof termination back to boilers)
 - Entire PVC flue/exhaust piping run (boilers to roof termination) including all condensate drains and neutralizers

3.3.2 New:

- All supports, seals, and roof penetrations associated with the failed PVC venting

- **New High-Efficiency Condensing Boiler Plant**

- Three (3) new wall-hung or floor-mounted condensing boilers – Sized for full redundancy – 96 %+ thermal efficiency, fully modulating, low-NOx – Stainless-steel or aluminum heat exchangers – Factory-integrated boiler pumps optional (if not, see item 2) – O₂ trim and full BMS/BAS integration via BACnet or Modbus

- **New Primary Hydronic Pumps**

- Two (2) new primary variable-speed circulators (lead/lag configuration) – Inline or base-mounted end-suction with ECM or premium-efficiency motors and VFDs – Sized for full building hot-water flow at design conditions.

- **New In-Floor Heating Circulator**

- One (1) dedicated new wet-rotor or ECM circulator for the existing garage in-floor glycol loop – Separate zone control via BAS to allow independent scheduling and setback

- **New Closed Expansion Tank**

- One (1) new bladder-type expansion tank – Sized per updated system volume and temperature rise (glycol mixture accounted for) – Pre-charged and mounted with air separator and auto air vent nearby

- **New Flue & Combustion-Air Piping**

- Complete new Category IV venting system using factory-approved materials: – Polypropylene (DuraVent FasNSeal, Centrotherm InnoFlue, etc.) **or** AL29-4C stainless steel – Separate sealed combustion-air intake and exhaust runs – Proper ¼" per foot slope back to boilers on both flue and combustion-air lines – Condensate drains and neutralizers at each boiler and low points – New roof jacks, storm collars, and terminations with code-required clearances.

4 Opinion of Probable Cost

4.1 Tier #1: Controls Upgrade

Cost Category	Probable Cost
Demolition	\$2,700
Mechanical	\$150,000
Electrical	\$30,000
Subtotal	\$182,700
20% Contingency	\$36,540
Total	\$219,240

4.2 Tier #2: HVAC Air-side Equipment Replacement

Cost Category	Probable Cost
Demolition	\$20,250
Mechanical	\$195,000
Electrical	\$50,000
Subtotal	\$265,250
20% Contingency	\$53,050
Total	\$318,300

4.3 Tier #3: Boiler Replacement

Cost Category	Probable Cost
Demolition	\$76,620
Mechanical	\$159,000
Electrical	\$10,000
Subtotal	\$245,620
20% Contingency	\$49,124
Total	\$294,744

Design and CA Estimates

Tier #1 \$45,760

Tier #2 \$76,700

Tier #3 \$70,256

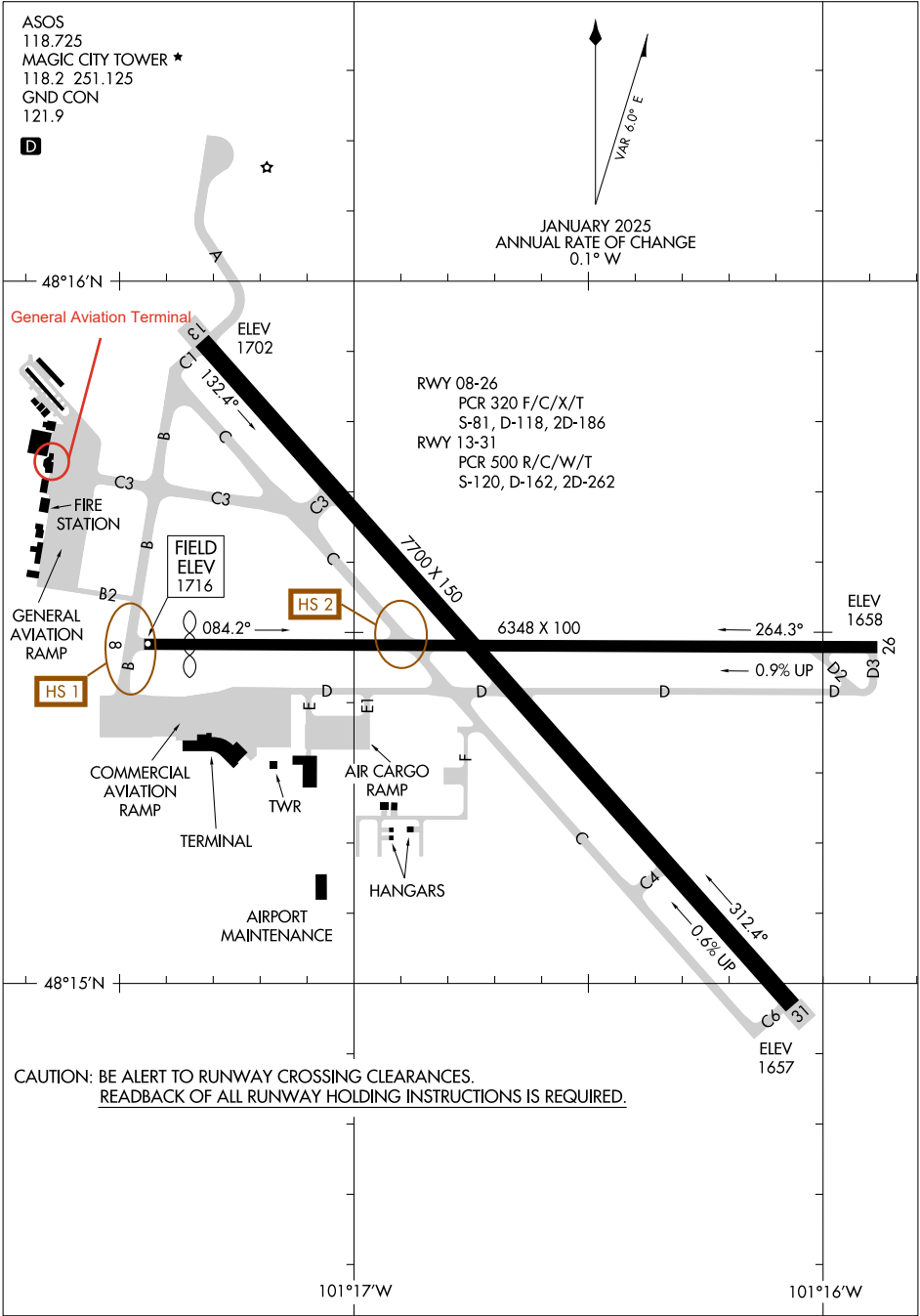
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NC-1, 19 MAR 2026 to 16 APR 2026

NC-1, 19 MAR 2026 to 16 APR 2026

Project Information

Please complete this page for each project.

Project Title GA Terminal HVAC Repair - Tier Two		Total Estimated Cost \$395,000.00	Estimated Completion Date 12/31/2026
Type of Funding Request ☐ First-Time Request ☒ Repeat Request ☐ Supplemental Request			NDAC Priority Rating 22
Project Description Design and install the recommended Tier 2 upgrades to the HVAC system in the airport owned general aviation terminal building. Tier 2 is being added to grant application as an emergency request. See the attached documents for details. FBO - 6,206 square feet CBP - 2,579 square feet FAA Tech Ops -1,933 square feet TOTAL GA Terminal - 10,718 square feet			
Describe Need or Justification for the Project The general aviation terminal houses three tenants — AvFlight (FBO), CBP, and the FAA — each requiring zoned HVAC controls. The CBP lease is no-cost and obligates the Airport to supply all equipment, including computers, IT, and furniture. Space allocations are detailed in the Project Description. GA Terminal HVAC Repair - Tier 2 is considered an emergency request as the HVAC system failed completely within the last week and requires major improvements. Engineers identified three tiered projects; Tier 2 replaces the air-side equipment, including the failed AC unit. A mechanical engineering consultant must design the new system, and a professional HVAC contractor must install it.			
For National Plan of Integrated Airport Systems (NPIAS) Airports: Is this project listed on the airport's approved Airport Layout Plan and Capital Improvement Program? ☐ Yes ☒ No If unknown, contact North Dakota Aeronautics Commission			
Name of Contact Person for Project Maria Romanick		Title Airport Operations and Maintenance Manager	
Telephone Number (701) 420-4503	Fax Number	Email Address maria.romanick@minotnd.gov	

Project Cost Estimate Summary

Is this a Federal Aviation Administration project? ☐ Yes ☒ No	If yes, Airport Improvement Program (AIP) Number	Year
---	--	------

Provide a summary of the estimated cost of the project, including the source of all funding.

Source of Funding		Estimated Dollar Funding	Estimated Percent of Total Funding
Federal Share		\$	%
State Share		\$ 197,500.00	50.0 %
Sponsor Share	Airport	\$ 197,500.00	50.0 %
	Other:	\$	%
Project Totals		\$ 395,000.00	100%

Supporting Documentation

If possible, please provide the following documentation as attachments to the grant submittal:

1. A detailed cost estimate or accepted bid.
2. Pictures and/or a drawing of the affected area (with the proposed work area and dimensions noted).
3. If the project is land related, provide a map with the specific land areas being affected highlighted.
4. If the project is for a fuel facility or a community hangar, provide a business plan.

Condition Assessment Report

General Aviation Terminal - Minot International Airport

Minot, ND

Minot Project #2025500008

MINOT 187448 | February 3, 2026



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Engineers | Architects | Planners | Scientists



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for All of Us®

February 3, 2026

RE: General Aviation Terminal - Minot
International Airport
Condition Assessment Report
Minot, ND
Minot Project #2025500008
SEH No. MINOT 187448 4.00

Ms. Jennifer Eckman
Airport Director
City of Minot
305 Airport Road, Suite 216
Minot, ND 58703

Dear Jennifer:

The City of Minot is proposing to make upgrades to the HVAC and controls systems serving the General Aviation Terminal in Minot, ND. Short Elliott Hendrickson Inc. (SEH®) is pleased to present you with the following professional services fee proposal for the above referenced project. These services include existing conditions assessment, analysis, recommendations, and opinion of probable costs on a lump-sum fee basis.

Project Understanding

Based on information provided to date, it is our understanding that the City of Minot has experienced deficiencies and declining performance of the HVAC system and controls serving the General Aviation Terminal. The current system does not have the capability of meeting the requirements of their two federal lessees. The City has had Mowbray and Johnson Controls look at the system and have been told it is too complicated. The existing system requires an analysis by a Mechanical Engineer and design drawings developed to meet the zoning requirements of the lessees. The City would like SEH to provide a formal conditions assessment of the existing HVAC and controls systems serving the facility and provide recommendations for improvements to increase performance, reliability, and efficiency.

Scope of Services

The following Scope of Services shall be provided for the conditions assessment.

- Generation of conditions assessment report to include the following:
 - Site visit and assessment of existing HVAC systems and controls system including review and field verification.
 - Site visit and field verification of existing electrical systems.
 - Mechanical Code Review.
 - Federal Lessee requirements review.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-3507

651.490.2000 | 800.325.2055 | 888.908.8166 fax | sehinc.com

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- Recommended improvements to heating system, boiler plant, and HVAC Controls.
- Multiple options for low to extensive range of improvements.
- Opinion of probable cost for each improvement option.

Phasing plan for implementation of heating system improvements in multiple stages

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Brula". The signature is fluid and cursive, with the first name "Nick" and last name "Brula" clearly distinguishable.

Nick Brula, PE
Associate | Sr Professional Engineer

dmk

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Condition Assessment Report

General Aviation Terminal - Minot International Airport
Minot, ND

Minot Project #2025500008
SEH No. MINOT 187448

February 3, 2026

I hereby certify that this report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.



Nick Brula, PE

Date: February 3, 2026 License No.: 36975

Reviewed By: Tu Vu Date: February 3, 2026

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000



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Letter of Transmittal
Certification Page
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Condition Assessment Report

General Aviation Terminal - Minot International Airport

Prepared for City of Minot

1 Background Information

1.1 General Aviation Terminal

Minot International Airport (MOT) traces its origins to a 20-acre airstrip developed in the late 1920s on what is now the southern portion of the current airport property. Today, MOT serves as the primary public-use airport for Minot, North Dakota. It retains its “international” designation not because of scheduled international airline service (none currently exist), but because it is equipped with U.S. Customs and Border Protection facilities, allowing it to process international general aviation arrivals, particularly from Canada.

While the airport is recognized for its modern commercial passenger terminal completed in 2016, a significant volume of activity at MOT is general aviation (GA). GA operations — including private pilots, corporate jets, charter flights, flight training, and cross-border GA traffic — are handled separately from the airline terminal through a dedicated Fixed-Base Operator (FBO), currently AV Flight.

The GA/FBO terminal provides essential services such as fueling, hangar space, maintenance, weather briefing rooms, pilot lounges, and on-site customs clearance. These amenities make MOT a vital regional resource for business aviation, flight schools, and private/cross-border travelers.

The GA terminal building underwent major expansion and renovation in 1995. Current tenants include:

- AV Flight (the FBO)
- Federal Aviation Administration (FAA) offices
- U.S. Customs & Border Protection

Each tenant operates under separate lease agreements with distinct heating, ventilation, and air-conditioning (HVAC) requirements. Notably, the 1995 renovation did not incorporate individual HVAC zoning or infrastructure capable of independently meeting the varied temperature, ventilation, and air-quality needs of these different occupants. This limitation continues to affect operational efficiency and comfort in the shared facility.



2 Existing Systems & Report Conditions

2.1 Mechanical

The existing HVAC and controls infrastructure in the GA/FBO terminal dates to the 1995 renovation and has reached the end of its reliable service life, particularly the pneumatic control system.

System Overview

- **Primary Air Handling:** One large central air-handling unit (AHU) with a remote air-cooled condenser provides 100 % of the building's ventilation and conditioned air.
- **Distribution & Zone Control:** Supply air is delivered via ductwork to numerous variable-air-volume (VAV) boxes equipped with hot-water reheat coils. Terminal heating in perimeter and garage areas is supplemented by finned-tube radiation/convectors and in-floor hydronic heating.
- **Heating Plant:** Three condensing hot-water boilers in the main mechanical room produce hot water (glycol mixture). Multiple circulating pumps serve the VAV reheat coils, perimeter radiation, and the separate in-floor heating loop for the attached garage/vehicle storage area.

Controls Architecture (Two Distinct Systems)

- **Digital Controls (DDC)** – Boiler plant, hydronic pumps, AHU supply fan, and outdoor-air damper actuation are operated by a modern digital control panel in the mechanical room. These components remain generally functional.
- **Pneumatic Controls** – All zone-level control (VAV boxes, reheat coils, duct sensors, and wall thermostats) is accomplished via a legacy Johnson Controls pneumatic system fed by a central air compressor and refrigerated dryer.

Current Condition & Primary Deficiencies

- Air-side mechanical components (AHU, condenser, boilers, pumps) are original but still operational and performing largely as designed.
- The pneumatic control system is in an advanced state of failure:
 - Many of the zone thermostats are currently indicating incorrect temperatures.
 - Numerous failed or leaking pneumatic control valves fail to operate upon a call for heat.

- Inadequate compressor/dryer which has significant condition issues and was noted as cycling very frequently.
- Result: Many zones cannot call for reheat which leads to a large variability in temperatures throughout the facility.

Operational Impact

- Tenant comfort complaints (FAA, CBP, and FBO staff) during winter months
- Inability to maintain required temperatures in offices, pilot lounges, and customs inspection areas
- Failure of the system to meet tenant lease requirements.
- Ongoing maintenance burden and difficulty sourcing obsolete pneumatic parts

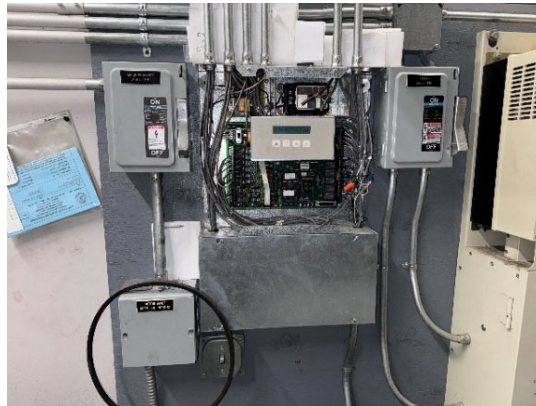
In summary, while the major mechanical equipment is still serviceable, the failed pneumatic control system is the critical path issue preventing proper space temperature control and occupant comfort throughout the GA terminal. A comprehensive controls upgrade (conversion to full DDC with new VAV controllers, thermostats, and actuators) would resolve many of the current operational problems.

2.1.1 Air Handler & Air Cooled Condenser

The entire GA Terminal is served by the indoor air handler and remote air cooled condenser located on the roof of the terminal. The air handler appears to be from the original renovation in 1995 and is ceiling suspended within the mechanical room. The system is controlled with a Trane interface control panel integrated with duct sensors.

2.1.1.1 Equipment Specifications:

- Trane Indoor Air Handler
 - Model #MCCA012
 - 6,000 CFM @ 3.0" S.P
 - Two stage, Dx Cooling Coil
 - 5 HP, 208/3/60
- Air Cooled Condenser:
 - Trane Model was unreadable due to sun fading of the nameplate information.
 - Cooling Capacity of 185 MBH (From original schedule)
 - 208/3/60 (From original schedule)



2.1.1.2 Assessment

Central Air-Handling Unit (AHU) – Trane, ceiling-suspended in mechanical room

- Age: 30 years (1995)
- Overall condition: Fair for age; still operational at time of assessment
- Trane DDC control panel and duct sensors: Good condition and fully functional
- Major deficiency: Refrigerant piping from DX cooling coil is actively leaking (refrigerant or condensate) at copper fittings. Saturated, dripping insulation indicates long-term leakage onto mechanical-room floor
- Conclusion: The unit has significantly exceeded its typical 20–25-year service life. Replacement strongly recommended



Remote Air-Cooled Condenser – Roof-mounted

- Age: 30 years (1995)
- Overall condition: Poor
- Operation could not be verified during assessment (off-season), but facility staff confirmed it provided cooling during the most recent summer
- Visible deterioration:
 - Extensive rust and corrosion on fan guards, coil headers, refrigerant piping, and filter-drier
 - Severe UV degradation of closed-cell suction-line insulation (cracked, missing sections)
 - Liquid-tight flexible electrical conduit heavily cracked and embrittled from prolonged UV exposure
- Conclusion: Well beyond expected service life and in deteriorating structural/operational condition. Replacement required



2.1.2 Variable Air Volume (VAV) Boxes

Variable Air Volume boxes appear to be from the original renovation in 1995 and are located above the ceiling and provide air distribution to specific zones throughout the building. The system is composed of 17 VAV's for space control.

2.1.2.1 Equipment Specifications

- Trane Varitrane VAV:
 - Model #VCWE
 - Heating Airflow: 70 to 865 CFM
 - Cooling Airflow: 105 to 1080 CFM
 - Heating Capacity: 9.9 to 38.1 MBH
- Hydronic Control Valves
 - Two distinct control valves were observed at the facility with one of the valves being significantly newer than the other valve.

- The newer observed valve is a Johnson Controls pneumatic control valve:
 - Model #V3801
 - Pneumatic valve actuator
 - 25 PSI Maximum
- The manufacturer/model of the older control valve could not be identified.



2.1.2.2 Assessment

Variable Air Volume (VAV) Boxes & Reheat Coils

- Age: Original 1995
- Overall condition: Poor
- Widespread surface corrosion on the exposed sections of hot-water reheat coils where they exit the VAV box casing
- Inlet velocity sensors and pneumatic damper actuators are largely non-functional due to the broader pneumatic system failure



Hydronic Control Valves, Piping & Fittings

- Mixed population: Some valves replaced in the past 10–15 years (“newer style”), many still original 1995 (“older style”)
- Older valves: **Extremely poor / unserviceable**
 - Completely obscured by rust and corrosion
 - Manufacturer/model tags illegible; replacement parts no longer obtainable
- Newer valves: Generally good condition **except** at connection points
 - Heavy corrosion at threaded unions and fittings where piping connects to coil and valve bodies
 - At least two newer valves observed installed backwards (reverse flow), which will cause premature failure and improper modulation
- System-wide functional test results (thermostat manipulated to call for maximum heat in each zone): **>50 % of all control valves failed to open** Failure modes include stuck actuators, lost pneumatic signal, seized valve stems, or incorrect installation.



Summary of Zone-Level Deficiencies

- The zone control layer is effectively non-functional for more than half the building during heating season. Combined causes:
 - Failed legacy pneumatic tubing, thermostats, and actuators (previously documented)
 - Severe corrosion and degradation of coils, valves, and piping
 - Improper installation of some replacement valves
 - Unidentifiable/obsolete components preventing economical repair

2.1.3 Boiler Plant

The boiler plant consists of three condensing boilers, two primary pumps, one circulator pump for in floor heating, and an expansion tank. The boilers have a dedicated sequencer control panel for sequencing, but the primary control of the boiler and pumps is through the Trane remote control panel noted above.

2.1.3.1 Equipment Specifications

- Weil McLain Condensing Boilers
 - Model #GV90+6
 - Maximum Input: 175 MBH
 - DOE Maximum Output: 161 MBH
 - Quantity 3
 - These boilers were manufactured in 2017.
- Hydronic US Motor Pump
 - Model S63CXHZR-7056
 - ¾ HP
 - 120/230V Single Phase
 - Quantity 2
 - Date code indicates they were manufactured in 2015

- Hydronic Circulator Pump, Taco
 - Model #0011-F4
 - 1/8 HP
 - 120V
 - Continuous Duty
- Taco Expansion Tank
 - Model #CAX 254-3
 - MAWP 125 PSI
 - Manufactured in 1996.



2.1.3.2 Assessment

Three Condensing Hot-Water Boilers

- Age: 1995 (original to renovation)
- Mechanical condition: **Good** – All three boilers fire and operate normally
- Controls and safeties integration with the Trane panel: Functional
- Boiler #1 pressure-relief valve (PRV) is actively weeping or discharging into a catch bucket that was found full.
 - Normal condensing boiler operation should produce **zero** discharge from the PRV.
 - This indicates one or more of the following: – Failed/faulty PRV – Undersized or water-logged expansion tank – Over-pressure condition caused by faulty fill valve or sensor

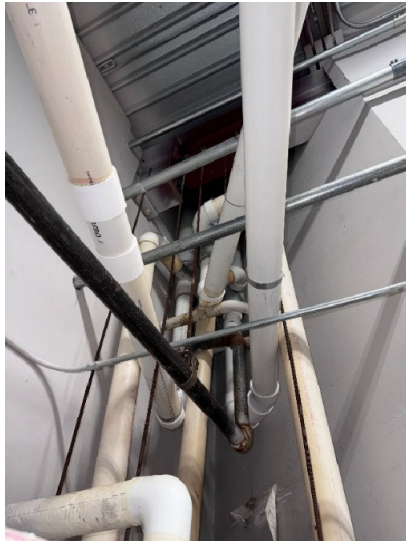
Flue & Combustion-Air Piping (PVC retrofit)

- Original metal venting replaced several years ago with Schedule 40 PVC
- Current condition: **Poor and non-code-compliant**

Specific defects observed:

- Multiple active condensate leaks at joints in vertical flue runs – catch buckets in use.
- Visible black mold and water damage on adjacent sheetrock
- No evidence of purple primer at any cemented joints (strongly suggests improper solvent-welding procedure, explaining joint failures)
- Multiple sections of both flue and combustion-air piping installed with incorrect slope: – Several low spots and sags trap condensate instead of draining back to boiler.

Risk summary: Ongoing condensate leakage creates mold, structural damage, and potential CO hazard if flue integrity continues to degrade.

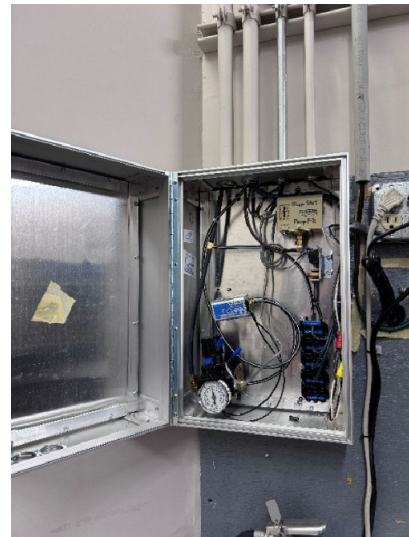


2.1.4 Pneumatic Control system

The pneumatic control system includes the John Control pneumatic control panel, the air compressor with refrigerated air dryer, compressed air piping, sensors, and thermostats.

2.1.4.1 Equipment Specifications

- John Controls Pneumatic Panel
 - Model #M-8100 Control Cabinet
- JCI Air Compressor
 - Model #AS-007-134
 - ¾ HP, 230/3, 30 Gal Receive



2.1.4.2 Assessment

Pneumatic Control Panel (Johnson Controls)

- Cabinet and components: Visually in **good physical condition**
- Operational status: Powered and partially functional
- **Major audible symptom:** Constant, loud hissing/air release from a relief or bleed valve inside the panel – This is **not normal operation** for a properly sealed system – Indicates the system is bleeding off pressure as fast as (or faster than) the compressor can supply it – Primary cause of chronic low system pressure and zone control failure across the building

Air Compressor & Refrigerated Air Dryer

- Compressor unit: **Fair condition**, runs and produces pressure
- Refrigerated dryer: **Failing / failed** – Significant leakage of thick, greenish liquid from the dryer unit – Staining and pooling on receiver tank and mechanical-room floor – Liquid is classic “green slime” – a corrosive, waxy byproduct formed when:
 - Refrigerant has leaked out of the dryer’s sealed circuit
 - Moisture enters the low-pressure side
 - Remaining compressor oil + refrigerant + water chemically react
- Consequences: – Contaminates entire pneumatic system with moisture, oil, and acid – Accelerates corrosion and blockage in thousands of feet of ¼" polyethylene tubing – Destroys pneumatic actuators, thermostats, and relays downstream



2.2 Electrical

The building is fed from a 208Y/120V electrical service that feeds a switchboard which acts as the main distribution panel for the site. This piece of electrical equipment feeds subsequent panelboards. The majority of the branch circuits are fed from panelboards 'L1' and 'L2'. Larger loads such as the ramp lighting and HVAC equipment are fed directly from the switchboard. Panelboard 'L3' is fed separately from the C.T. cabinet and the rest of the electrical system. This panel is equipped with a service rated disconnect that is UL listed.

The interior lighting for the facility consists of 2x4 ceiling mounted fluorescent lighting units, can style accent lighting units, and linear strip lighting units used in the mechanical/electrical room.

There is also a fire alarm system consisting of a fire alarm control panel, annunciator, smoke detectors, visual and audio alarms, and pull stations.

2.2.1 Equipment Specifications



Main Distribution Panel 'MDP'

- Fed from C.T. Cabinet
- 208Y/120V, 3-phase, 400A switchboard
- Manufacturer: Siemens
- Age: 29 Years (1996)



Panelboard 'L1'

- Fed from circuit breaker in Main Distribution Panel.
- 208Y/120V, 3-phase, 250A Main Lugs panelboard
- Manufacturer: Siemens
- Age: 29 years (1996)



Panelboard 'L2'

- Fed from circuit breaker in Main Distribution Panel.
- 208Y/120V, 3-phase, 250A Main Lugs panelboard
- Manufacturer: Siemens
- Age: 29 years (1996)



Panelboard 'L3'

- Fed from C.T. cabinet.
- 208Y/120V, 3-phase, 100A MCB panelboard
- Manufacturer: Siemens
- Age: 29 years (1996)



C.T. Cabinet

- Fed from utility transformer
- 600V rated, 3-phase, 400A current transformer cabinet
- Manufacturer: American Midwest Power
- Age: 29 years (1996)



Fire Alarm Control Panel

- Monitors detection devices and sends alarm signals
- Contains batteries with test date of 6/28/2024
- Manufacturer: Simplex
- Age: 29 years (1996)

2.2.2 Assessment

Main Distribution Panel 'MDP'

- Condition: **Fair condition**, enclosure in good condition, mix of newer and older model circuit breakers, missing labels and equipment tags, one circuits is labeled with sharpie, panel schedule is inaccurate.
- Concerns/Consequences: Age of the equipment is nearing the end of its useful life. Circuit breakers need replacement and panel schedule needs updating. It is recommended this piece of equipment be replaced in 5-10 years. It is also noted the MDP does not have lockouts on the circuit breakers or a lockable door for the enclosure. If this room is accessible and not secure this poses a potential tampering hazard.

Panelboard 'L1'

- Condition: **Good condition**, enclosure in good condition, circuit breakers in good condition, contains proper circuit labeling, panel schedule is acceptable. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 10-15 years.

Panelboard 'L2'

- Condition: **Good condition**, enclosure in good condition, circuit breakers in good condition, contains proper circuit labeling, panel schedule is acceptable. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 10-15 years.

Panelboard 'L3'

- Condition: **Good condition**, enclosure in good condition, circuit breakers used for main disconnect are service rated and UL listed, circuit breakers in good condition, contains proper circuit labeling, panel schedule is acceptable. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 10-15 years.

C.T. Cabinet

- Condition: **Fair condition**, enclosure is weathered, labeling is faded and cracked. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 5-10 years.

Fire Alarm Control Panel

- Condition: **Good condition**, enclosure in good condition, internal circuit board and operator interface is in good condition, contains proper battery testing date. Enclosure has lockable door.
- Concerns/Consequences: Age of equipment is nearing the end of its useful life. It is recommended this piece of equipment be replaced in 5-10 years.

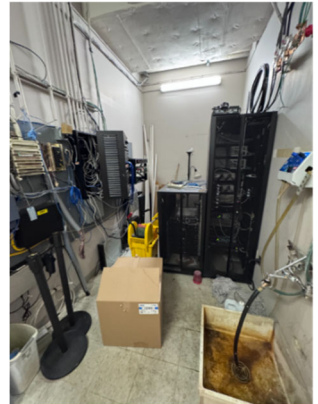
Variable Frequency Drive (Allen-Bradley ACH 500)

- Condition: **Good condition**, enclosure in good condition, operator interface is in good condition.
- Concerns/Consequences: Age of equipment is nearing the end of it's useful life. It is recommended this piece of equipment be replaced in 5-10 years or when associated motor is replaced.



Network Equipment

- Concerns/Consequences: Working space in front of the network equipment and controls is not open and clear. This is a hazard and should be addressed immediately. The network racks are located near a mop basin which poses a potential electrical hazard if water were to be accidentally sprayed or splashed on the equipment. It is recommended that this equipment be protected, or the mop basin be re-located.



Solenoid and pressure valves

- Concerns/Consequences: Instruments show signs of corrosion and deterioration. Equipment should be replaced.



Other electrical notes:

Fluorescent lighting units can be replaced with LED lighting units to provide added energy efficiency and visual comfort for occupants. Replacement is at owner's discretion.

FAA Office staff expressed security concerns regarding the power serving the weather station for the entire airport. The station is fed from a panel within the secure FAA office space and routes under ground to a central location in the runway field. The FAA panel is fed from the main mechanical/electrical room located in the GA terminal main corridor. The door to the mechanical room remains unlocked during normal day to day operations and there are no security measures preventing an individual from walking into said room and tripping that breaker. If this occurred, the entire weather system would go offline for the airport according to staff.

3 Recommendation Tiers

The project is structured in three cumulative tiers. Each higher tier includes all work from the previous tier(s), providing clear budget segmentation while ensuring the final system is complete, code-compliant, energy-efficient, and maintainable.

3.1 Tier #1: Controls Upgrade

3.1.1 Demolition, Items to be fully removed:

- **Legacy Pneumatic Control System**
 - Central air compressor and receiver tank
 - Refrigerated air dryer (contaminated with green slime)
 - Johnson Controls pneumatic control panel and all internal components
 - All pneumatic polyethylene tubing throughout the building (ceiling, walls, chases)
 - All pneumatic wall thermostats
 - All pneumatic duct sensors and VAV controllers/actuators
 - All pneumatic hydronic control valves and actuators on VAV reheat coils and terminal units
- **1995 Trane System Serving Central Plant**
 - Existing Trane control interface panel in mechanical room
 - All associated temperature, pressure, and airflow sensors
 - All end devices and wiring associated with the 1995 Trane system

3.1.2 New:

- **New Building Automation System with DDC Controls will provide:**
 - Single head-end platform (web-accessible graphics, alarm management, trending, scheduling, and remote access)
 - Full integration of all mechanical systems under one manufacturer-independent system
 - Tenant-specific zoning and temperature set-point authority in strict accordance with each lease agreement (FAA, CBP, AV Flight FBO, and any future tenants)
 - User-adjustable digital wall sensors/thermostats in offices, lounges, and public areas (within lease-defined limits)
 - Supervisor-level overrides and monitoring for airport maintenance staff
 - Capability for future expansion or integration with other airport systems
- **Field Devices to Be Installed (All New)**
 - DDC VAV controllers with integral airflow sensors and electronic damper actuators
 - Electronic hot-water control valves and actuators on every VAV reheat coil and terminal heating device
 - Digital room sensors/thermostats (temperature + optional occupancy and CO₂)
 - Duct and pipe temperature sensors, pressure sensors, and airflow monitoring stations as required

- All new low-voltage control wiring (plenum-rated where required)
- **Key Operational Benefits Delivered**
 - Precise, independent temperature control for each tenant space
 - Elimination of cold zones and comfort complaints in winter
 - Energy savings through proper scheduling, setback, and demand-controlled ventilation
 - Dramatic reduction in maintenance calls (no more pneumatic leaks, green slime, or obsolete parts)
 - Full diagnostic capability and remote troubleshooting
 - Compliance with current energy codes and cybersecurity best practices for networked controls

3.2 Tier #2: HVAC Air-side Equipment Replacement

3.2.1 Demolition, Items to be fully removed:

- **Central Air-Handling System (1995)**
 - Ceiling-suspended indoor air handler (Trane) – complete with DX cooling coil, supply fan, filters, dampers, and all associated duct transitions
 - Roof-mounted air-cooled condensing unit – including all refrigerant piping, supports, and curbs. Curb to be reused if practical.
 - All refrigerant piping (copper linesets) running between AHU and condenser – recover and recycle refrigerant per EPA Section 608
- **Zone-Level Air Distribution Equipment**
 - All 17 existing variable-air-volume (VAV) boxes – including corroded casings, failed pneumatic damper actuators, and hot-water reheat coils
 - All associated ductwork transitions, flexible duct connections, and volume dampers directly attached to the VAVs
- **Exhaust Fans Tied to the 1995 AHU**
 - All toilet, general, and garage exhaust fans that are interlocked with or served by the existing central AHU
 - Any associated roof curbs, backdraft dampers, and ductwork stubs

3.2.2 New:

- **New Central Air-Handling Unit (AHU)**
 - One (1) new custom or semi-custom indoor AHU configured as a **1:1 functional replacement** of the existing 1995 unit
 - Ceiling-suspended in the existing mechanical room (new structural supports/isolators as required)
 - Key features to be included: – High-efficiency supply fan with variable-frequency drive (VFD) – Premium-efficiency motors – MERV-13 final filters + MERV-8 pre-filters – DX cooling coil (match new condenser) – Low-leakage outdoor-air and mixing dampers with DDC actuation – Factory-mounted airflow monitoring station – Full integration with new BAS/DDC system

- **New Air-Cooled Condensing Unit**
 - One (1) new high-efficiency air-cooled condenser sized for **1:1 cooling capacity replacement**
 - Roof-mounted on new curb adapter (match existing penetration)
 - R-454B or newer A2L compliant refrigerant
 - Variable-speed or digital-scroll compressor(s) for part-load efficiency
 - Micro-channel or high-efficiency finned-tube coils with corrosion-resistant coating (recommended for ND climate)
 - All new insulated refrigerant piping to new AHU with proper oil traps and supports
- **New Variable-Air-Volume (VAV) Boxes**
 - Seventeen (17) new single-duct VAV's with hot-water reheat coils
 - Exact locations to match existing zones (minor duct modifications only)
 - Factory-equipped with: – DDC controller (BACnet-native) – Electronic damper actuator – Integral airflow sensor – Hot-water control valve and electronic actuator – Sound attenuator lining where required for noise control
- **New Restroom Exhaust Fans**
 - Replace all existing restroom exhaust fans with new constant-volume roof-mounted or inline units
 - Energy-efficient ECM motors
 - New backdraft dampers, roof curbs, and duct transitions
 - Interlocked with new BAS for occupancy scheduling and monitoring
- This new equipment package, combined with the previously defined full BAS/DDC controls, boiler venting corrections, and hydronic upgrades, will deliver a completely modern, code-compliant, energy-efficient, and tenant-flexible HVAC system with an expected service life of 25–30 years.

3.3 Tier #3: Boiler Replacement

3.3.1 Demolition, Items to be fully removed:

- **Hot-Water Boiler Plant**
 - All three (3) existing condensing boilers (1995) – including burners, heat exchangers, gas trains, and cabinets
 - All associated gas piping from the meter/regulator tie-in point to each boiler
- **Hydronic Distribution**
 - Three (3) existing hot-water circulating pumps (base-mounted or inline)
 - Existing expansion tank (or tanks)
 - Air separator, air vents, and chemical pot feeder (if present)
- **Combustion Air & Flue System**
 - Entire PVC combustion-air intake piping run (roof termination back to boilers)
 - Entire PVC flue/exhaust piping run (boilers to roof termination) including all condensate drains and neutralizers

3.3.2 New:

- All supports, seals, and roof penetrations associated with the failed PVC venting

- **New High-Efficiency Condensing Boiler Plant**

- Three (3) new wall-hung or floor-mounted condensing boilers – Sized for full redundancy – 96 %+ thermal efficiency, fully modulating, low-NOx – Stainless-steel or aluminum heat exchangers – Factory-integrated boiler pumps optional (if not, see item 2) – O₂ trim and full BMS/BAS integration via BACnet or Modbus

- **New Primary Hydronic Pumps**

- Two (2) new primary variable-speed circulators (lead/lag configuration) – Inline or base-mounted end-suction with ECM or premium-efficiency motors and VFDs – Sized for full building hot-water flow at design conditions.

- **New In-Floor Heating Circulator**

- One (1) dedicated new wet-rotor or ECM circulator for the existing garage in-floor glycol loop – Separate zone control via BAS to allow independent scheduling and setback

- **New Closed Expansion Tank**

- One (1) new bladder-type expansion tank – Sized per updated system volume and temperature rise (glycol mixture accounted for) – Pre-charged and mounted with air separator and auto air vent nearby

- **New Flue & Combustion-Air Piping**

- Complete new Category IV venting system using factory-approved materials: – Polypropylene (DuraVent FasNSeal, Centrotherm InnoFlue, etc.) **or** AL29-4C stainless steel – Separate sealed combustion-air intake and exhaust runs – Proper ¼" per foot slope back to boilers on both flue and combustion-air lines – Condensate drains and neutralizers at each boiler and low points – New roof jacks, storm collars, and terminations with code-required clearances.

4 Opinion of Probable Cost

4.1 Tier #1: Controls Upgrade

Cost Category	Probable Cost
Demolition	\$2,700
Mechanical	\$150,000
Electrical	\$30,000
Subtotal	\$182,700
20% Contingency	\$36,540
Total	\$219,240

4.2 Tier #2: HVAC Air-side Equipment Replacement

Cost Category	Probable Cost
Demolition	\$20,250
Mechanical	\$195,000
Electrical	\$50,000
Subtotal	\$265,250
20% Contingency	\$53,050
Total	\$318,300

4.3 Tier #3: Boiler Replacement

Cost Category	Probable Cost
Demolition	\$76,620
Mechanical	\$159,000
Electrical	\$10,000
Subtotal	\$245,620
20% Contingency	\$49,124
Total	\$294,744

Design and CA Estimates

Tier #1 \$45,760

Tier #2 \$76,700

Tier #3 \$70,256

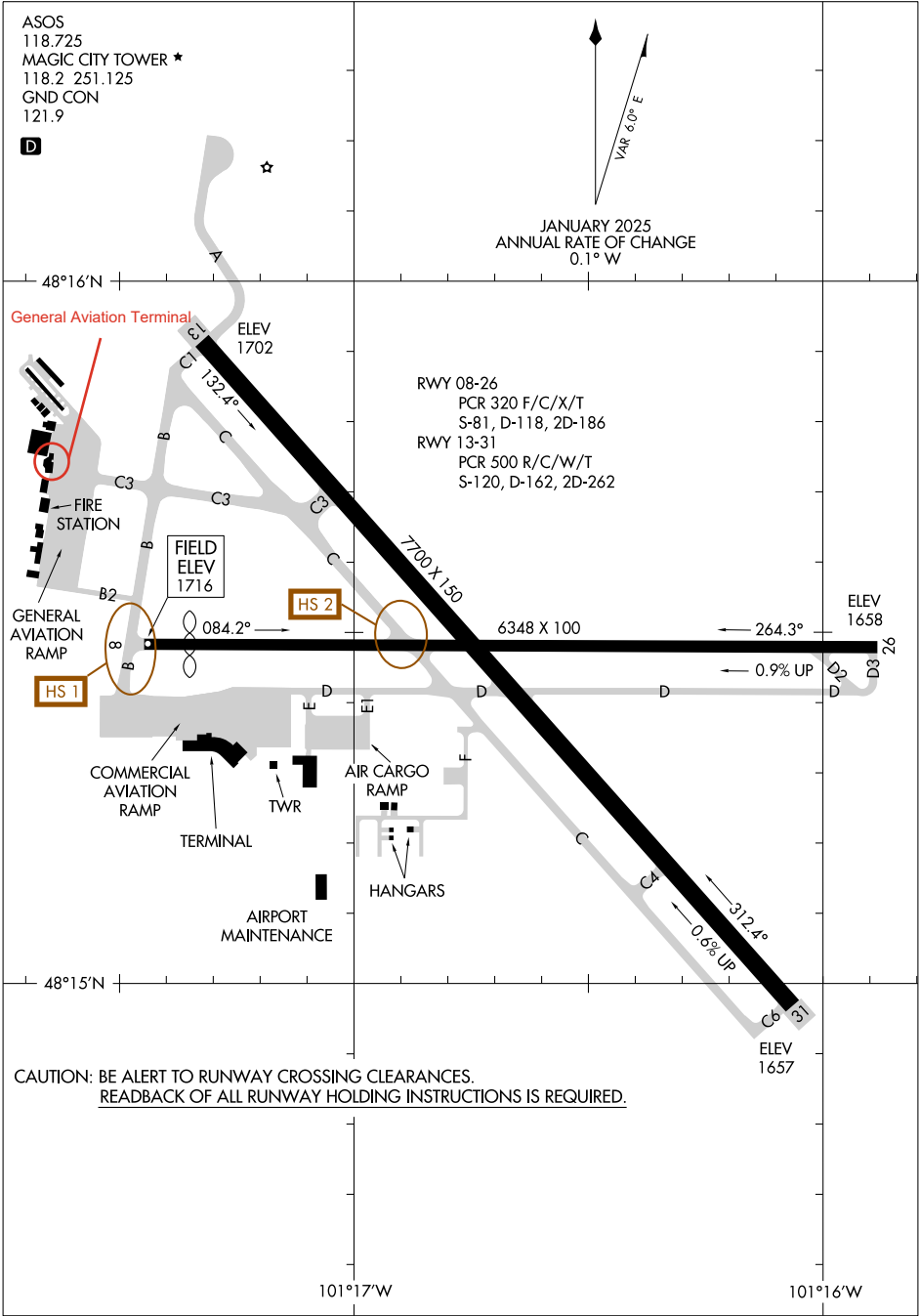
Building a Better World for All of Us®

Sustainable buildings, sound infrastructure, safe transportation systems, clean water, renewable energy, and a balanced environment. Building a Better World for All of Us communicates a company-wide commitment to act in the best interests of our clients and the world around us.

We're confident in our ability to balance these requirements.

JOIN OUR SOCIAL COMMUNITIES





NC-1, 19 MAR 2026 to 16 APR 2026

NC-1, 19 MAR 2026 to 16 APR 2026

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement, as well as the Federal Aviation Administration (FAA) Federal Contract Provisions outlined in the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant/Contractor") upon execution by the City of Minot (hereinafter Client/Owner), referred to herein individually as "Party" and collectively as "Parties". The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement. Should there be a conflict between the Terms and Conditions of Agreement and the Federal Aviation Administration (FAA) Federal Contract Provisions listed in Exhibit 1, the provisions in Exhibit 1 shall control.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with

Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) calendar days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) calendar days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Jen Boehm
600 S 2nd Street, Suite 120
Bismarck, ND 58504
jen.boehm@meadhunt.com

Client Representative:
Jennifer Eckman
305 Airport Road, Suite 216
Minot, ND 58703
jennifer.eckman@minotnd.gov

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
notices@meadhunt.com

For Notices made pursuant to Article 12:
Minot City Attorney
P.O. Box 5006
Minot, ND 58702-5006
stefanie.stalheim@minotnd.gov

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in Ward County. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of Ward County, North Dakota, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in North Dakota in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15 to extent allowed by North Dakota law, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY NORTH DAKOTA LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF

WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$2,000,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

1. Commercial general liability, including premises or operations, contractual and products or completed operations coverages (if applicable), with minimum liability limits of:
 - a. \$2,000,000 per occurrence/general aggregate
 - b. \$2,000,000 per products-completed operations
 - c. \$1,000,000 personal and advertising injury
 - d. \$50,000 fire damage
 - e. \$5,000 medical expenses
 - f. Contractual liability included
2. Property insurance insuring the full and true replacement value of all Consultants' real property and personal property located on or in the buildings in which the leased premises are located for all losses.
3. Automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum combined single limit of \$2,000,000 per occurrence.
4. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract. For the purposes of this contract, the only state of operation is North Dakota.
5. If not required by law to maintain workers' compensation insurance, Consultant must provide a notarized statement that if he or she is injured, he or she will not hold the Client responsible for any payment or compensation.
6. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the worker's compensation or commercial general liability insurance, which includes the following minimum limits and coverage:
 - a. Each accident: \$2,000,000
 - b. Disease – each employee: \$2,000,000
 - c. Disease – policy limit: \$2,000,000
7. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. Consultant must continually maintain such coverage during the term of this contract and any renewal periods, and for three (3) years thereafter.

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

1. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of Consultant. The amount of any deductible or self-retention is subject to approval by the Client. At the option of the Client, the insurer shall reduce or eliminate such self-insured retentions, or Consultant or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M.

Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A"-rating must be approved by the Client.

3. The duty to defend, indemnify, and hold harmless the Client under this contract shall not be limited by the insurance required in the contract.
4. The Client shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The Client shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this contract or by the contractual indemnity obligations of Consultant.
5. A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Client.
6. Consultant shall furnish a certificate of insurance to the Client within five (5) working days of such request and must be received and accepted by the Client prior to contract execution and/or before any work begins.
7. Failure to provide insurance as required in this contract is a material breach of the contract, entitling the Client to terminate this contract immediately. Consultant shall provide sixty (60) days' notice of any cancellation or material change to the policies or endorsements.
8. Consultant shall provide on an ongoing basis a certificate of insurance during the term of the contract. A renewal certificate will be provided ten (10) days prior to coverage expiration. An updated, current certificate of insurance shall be provided within ten (10) days in the event of any change in policy.
9. Cyber-Liability/Data breach insurance no less than \$1,000,000 per claim/\$2,000,000 aggregate.

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. To the extent allowed by North Dakota Law, Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without

the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client

acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein unless that invalid provision is considered a material term to the contract. If one or both of the 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. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Term of Agreement

The term of this Agreement shall be five (5) years from the Effective Date or if work under a Service Work Order is in progress, then until the date of completion of such work, whichever is later.

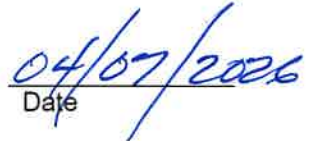
IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client: City of Minot, ND


Name: Mark Jantzer

Mayor

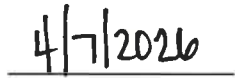
Title


Date


Name: Mikayla McWilliams

City Clerk

Title

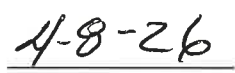

Date

ATTEST:


Name: David Lakefield

City Finance Director

Title


Date

Mead and Hunt, Inc.:


Name: Jon Scaper

Vice President

Title

2/27/2026

Date

The following Federal Contract Provisions are hereby included in and made part of the attached Contract between CITY OF MINOT and MEAD & HUNT, INC. (Consultant)

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term “**contractor**” is understood to mean **Consultant**, contractor, subcontractor and means one who participates, through a contract or subcontract (at any tier).



FAA Airports – Federal Contract Provisions

(Issued on December 29, 2025)

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A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner or Prime Consultant will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

SOURCE Title 49 U.S.C. § 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

FAA BUY AMERICAN PREFERENCE

The Consultant certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A4 CIVIL RIGHTS - GENERAL

SOURCE 49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE 49 U.S.C. § 47123; FAA Order 1400.11

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 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) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made

by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the subcontractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE 2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq
Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND “ANTI-KICKBACK” ACT

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

When a Professional Services Agreement includes tasks that constitute “construction, alteration, or repair” under 29 CFR Part 5 and the value exceeds \$2,000, the agreement must incorporate the applicable Davis-Bacon labor standards clause to ensure federal compliance.

A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

A10 DEBARMENT AND SUSPENSION

SOURCE 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE 49 CFR Part 26; 49 U.S.C. § 47113

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from CITY OF MINOT. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY OF MINOT. This clause applies to both DBE and non-DBE subcontractors.

A12 DISTRACTED DRIVING

SOURCE Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must **include the substance of this clause in all sub-tier contracts exceeding \$15,000** that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Consultant and subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A17 PROCUREMENT OF RECOVERED MATERIALS

SOURCE 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A18 RIGHT TO INVENTIONS

SOURCE 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Not Applicable

A19 SEISMIC SAFETY

SOURCE 49 CFR Part 41

Professional Services—incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Professional Service Agreements for Design

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A21 TERMINATION OF CONTRACT

SOURCE 2 CFR Part 200. Appendix II(B); FAA Advisory Circular 150/5370-10. Section 80-09

Sponsor's Federal Contract Provisions for Airport Improvement Program Projects

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22 TRADE RESTRICTION CERTIFICATION

SOURCE 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A23 VETERAN'S PREFERENCE

SOURCE 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A24 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition,

or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936 49 U.S.C. § 44801 note
The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS

TASK ORDER #2026-03
TO
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

BETWEEN: City of Minot (“CLIENT”)
Minot, ND 58703

AND: Mead and Hunt, Inc. (“CONSULTANT”)
A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE:

RECITALS

This is the 2026-03 Task Order to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective May 4, 2026 between the CLIENT and CONSULTANT (“CONTRACT”).

AGREEMENT

1. Services to be provided. The Scope of Services is to: MOT GA Terminal HVAC Replacement – Tier 1 and Tier 2. The full Scope of Services is defined in Exhibit A.
2. Schedule. The project shall be completed December 31, 2026.

3. Consideration. The services shall be provided for the lump sum of \$124,775, as described in Exhibit B. Progress payments shall be made in accordance with the CONTRACT.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT.

Accepted by: CITY OF MINOT, ND

Approved by: MEAD AND HUNT, INC.

By: _____

Name: Mark Jantzer

Title: Mayor

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

By: _____

Name: Jennifer Boehm

Title: Project Manager

By: _____

Date: 6/5/26

Name: Mikayla McWilliams

Title: City Clerk

Date: _____

Approval: _____

Authorized Reviewer Signature

Name: Jon Scaper

Title: 6/5/26

ATTEST:

By: _____

Name: David Lakefield

Title: City Finance Director

Date: _____

Exhibit A - Aviation Services Work Scope
MOT GA Terminal HVAC Replacement – Tier 1 and Tier 2
Minot International Airport, Minot, ND
AIP Project Number: N/A
Project Number: 2843300-261830.01
June 5, 2026

Project Description

This scope of services details the tasks that Mead & Hunt, Inc. (Consultant) will perform to provide the Minot International Airport (Airport/Sponsor) with the replacement of the GA Terminal HVAC design, bidding, and construction services. The project consists of the Tier 1 and Tier 2 HVAC improvements as identified in the Airport's *General Aviation Terminal – Condition Assessment Report dated February 3, 2026*. Design tasks include the recommended Tier 1 & Tier 2 HVAC improvements, existing equipment demolition, Bidding and Construction Administration.

This Scope of Services is for work expected to be funded with Airport reserve funds, including the following:

- Phase 2026-01 Project Management
- Phase 2026-02 Design, Bid Administration, and Construction Administration

The Consultant Team includes Mead & Hunt, Inc. (Consultant) and AE2S (Subconsultant). Mead & Hunt will complete project management of the project and airport coordination. AE2S will complete the HVAC Design, Bid Administration, and conduct the Construction Administration. This Scope of Services was developed by the Consultant with input from the Airport.

PHASE 2026-01. Project Management

Project management tasks will occur throughout the life of the project and consist of (but not limited to) the following activities:

01.1 Project Scoping

A. Meetings with the Sponsor

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. It is anticipated that there will be one (1) coordination meetings with the Sponsor over the course of the project consisting of:

- Up to one (1) virtual meetings attended by up to one (1) staff.

Each meeting has an additional two (2) hours by two (1) Consultant staff beyond the meeting duration for preparation and summary.

B. Prepare Project Scope of Work and Proposal

This includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the Sponsor. This also includes coordination with subconsultants for scopes and fees.

01.2 Prepare Contract and Subcontracts

The Consultant will prepare the Consultant-Sponsor contract and individual subconsultant contracts.

01.3 Project Coordination (coordination with Sponsor, City, Airport Tenants, etc.)

- A. Consultant shall coordinate with the subconsultants, sponsor, City, and other applicable agencies to complete the work elements.
- B. Consultant shall coordinate with airport tenants on applicable project elements that impact building users (working limits, etc.).

01.4 Prepare Invoices

The PM will maintain a project budget table to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the Sponsor. The PM will also review subconsultant invoices.

01.5 Project Schedule

This task shall include developing a project schedule for completion of the design and bidding phases for the project. The Consultant will develop a project schedule, monitor and update the schedule throughout the project and provide project updates to the Sponsor.

PHASE 2026-02. Design, Bidding Administration and Construction Administration

The proposed project design, bidding and construction administration work will be completed by AE2S. See attached AE2S Project Scope and Fee Proposal.

RESPONSIBILITIES OF MINOT INTERNATIONAL AIRPORT

The Sponsor and Consultant agree that the following items will be provided by the Sponsor. If these or any additional items are added to the Consultant's scope of work, they will be considered extra services and require a negotiated fee, and an Amendment to the contract.

- Sponsor shall issue Notices to Airmen (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- Sponsor shall provide access to and make provisions for the Consultant to enter the Airport as required for the Consultant to perform his work under this Agreement.
- Sponsor shall examine documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
- Provide any as-built or planset drawings for the area(s) or information related to the project.

WORK NOT INCLUDED IN THE SCOPE OF SERVICES

The following items are excluded from this agreement and may be provided by Mead & Hunt, Inc. with subsequent agreements.

- Design Changes
- Grant Applications
- Construction staking
- Environmental Documentation (CATEX)
- Grant Closeout

PROJECT SCHEDULE

- Advertise for Bids July 6, 2026
- Construction dependent on equipment lead times (Anticipated to begin Summer/Fall 2026)
- Construction substantial completion by Fall 2026.



PROJECT SCOPE AND FEE PROPOSAL

To: Jen Boehm, PE
Mead & Hunt

From: Cody Bartholomew, PE
Mechanical Practice Leader, AE2S

Re: **Scope and Fee Proposal for MOT GA Terminal HVAC
AE2S # P11550-2026-008**

Date: June 4, 2026

Advanced Engineering and Environmental Services, LLC (AE2S) appreciates the opportunity to provide this proposal to provide Mechanical consulting engineering services to Mead & Hunt for the **MOT GA Terminal HVAC located in Minot, ND**. The project consists of modernization of the existing HVAC systems serving the General Aviation Terminal through replacement of the legacy pneumatic control system with a new direct digital control (DDC) building automation system and replacement of aging air-side mechanical equipment including the central air handling unit, condensing unit, VAV terminal units, and associated exhaust systems. The intent is to replace equipment generally in-kind while improving reliability, energy efficiency, maintainability, tenant comfort, and code compliance.

SCOPE OF SERVICES

Phase 1 – Existing Conditions Verification and Preliminary Design

This phase combines traditional Schematic Design (SD) and Design Development (DD) services.

Mechanical Engineering Services

- Review available facility documentation and condition assessment report.
- Perform site visit(s) to verify existing HVAC equipment, controls, piping, ductwork, and space constraints.
- Confirm existing capacities and operating requirements for:
 - Central air handling unit
 - Air-cooled condensing unit
 - Variable air volume (VAV) terminals
 - Exhaust systems

Letter Proposal

Re: Scope and Fee Proposal for MOT GA Terminal HVAC

June 4, 2026

- Building automation system
- Verify existing mechanical room conditions and equipment access requirements.
- Coordinate with Airport personnel regarding operational requirements and tenant control needs.
- Develop preliminary basis-of-design narrative.
- Confirm replacement strategy and extent of reuse of existing ductwork, piping, curbs, supports, and utilities.
- Prepare preliminary equipment selection criteria and control system architecture.
- Provide preliminary construction cost opinion.

Deliverables

- Basis of Design Narrative
- Preliminary equipment schedule
- Preliminary controls architecture narrative
- Opinion of Probable Construction Cost (OPCC)
- Existing conditions plan, on Mead & Hunt standard border and title block using AE2S CAD and graphics standards.

Phase 2 – Construction Documents (CD)

Prepare complete construction documents suitable for bidding and permitting.

Mechanical Drawings

- Demolition plans.
- HVAC floor plans.
- Mechanical room plans.
- Equipment replacement plans.
- Ductwork modifications.
- Exhaust system modifications.
- Equipment details and schedules.
- Sequences of operation.
- Coordination details required for installation.

Mechanical Specifications

- HVAC equipment specifications.
- Building automation system specifications.
- Testing, adjusting, and balancing requirements.
- Startup requirements.
- Warranty requirements.

Front End Specifications

- DIV 00 and DIV 01

Coordination

- Equipment supports.
- Roof curbs and penetrations.
- Electrical power requirements.
- BAS network connectivity.
- Access and maintenance clearances.

Deliverables

- 90% Construction Documents Review Set
- Final Bid Documents
- Final Construction Cost Estimate

Phase 3 – Bidding and Negotiation Services

Provide support during procurement of construction services.

Services

- Advertise for bid.
- Host pre-bid conference.
- Respond to bidder questions.
- Prepare written responses and clarifications.
- Attend one pre-bid meeting (virtual or in-person).
- Review substitution requests.
- Prepare addenda as required.
- Attend bid opening.
- Assist Owner with evaluation of bids.
- Provide recommendation of award.

Deliverables

- Addenda
- Bid review memorandum
- Recommendation of award

Phase 4 – Construction Administration Services

Provide construction phase services for the duration of the project.

Letter Proposal

Re: Scope and Fee Proposal for MOT GA Terminal HVAC

June 4, 2026

Services

- Conduct construction kick-off meeting.
- Review contractor submittals and shop drawings.
- Review product data and equipment selections.
- Respond to Requests for Information (RFIs).
- Review change order requests.
- Conduct periodic site observations (assume up to three site visits).
- Review testing and balancing reports.
- Review BAS graphics and sequences of operation.
- Review equipment startup documentation.
- Prepare punch list during substantial completion.
- Review contractor closeout documentation.

Deliverables

- Submittal reviews
- RFI responses
- Site observation reports with photographs numbered sequentially.
- Punch list
- Substantial completion recommendation and completion of substantial completion certificate.

Assumptions

- Tier 1 and Tier 2 work will be completed under a single prime construction contract.
- Equipment replacements will generally occur in existing locations.
- Existing duct mains and hydronic distribution piping will remain unless minor modifications are required for equipment replacement.
- Architectural modifications are limited to those required for equipment access and replacement.
- Detailed energy modeling is not included.
- Formal commissioning services are not included.
- Permit fees are excluded.
- FAA coordination, reporting and permitting is excluded.

Letter Proposal

Re: Scope and Fee Proposal for MOT GA Terminal HVAC

June 4, 2026

Total Fee and Schedule

- Schedule
 - Design – June 16 through July 3
 - Advertise for Bids (21 days) – July 6
 - Bid Opening – July 27
- Lump sum fee in the amount of **\$117,000**, inclusive of expenses.
- This overall fee is the governing limit on our services.
- Services requested outside of the defined basic services will be provided on an hourly basis at our standard rates, or at an additional negotiated lump sum cost.

If you have any questions or comments don't hesitate to contact me at any time.

Thank you for the opportunity to assist in this project. We look forward to working with you.

Respectfully submitted,



Cody Bartholomew, PE
Mechanical Practice Leader
AE2S

Aviation Services Design Engineering Workscope

AIRPORT: Minot International Airport

LOCATION: Minot, ND

AIP PROJECT NO: N/A

PROJECT DESCRIPTION: Design, Bidding and Construction Administration Services for GA Terminal HVAC Replacement - Tier 1 and Tier 2

PROJECT NUMBER: 2843300-261830.01

DATE: 6/5/26

REV. NO:

TASK	Engineering Fee
TASK 2026-01 - PROJECT MANAGEMENT	
2026-01.1 Project Scoping	\$1,219.00
2026-01.2 Prepare Contract and Subcontracts	\$570.00
2026-01.3 Project Coordination	\$4,464.00
2026-01.4 Prepare Invoices	\$570.00
2026-01.5 Project Schedule	\$752.00
Expenses	\$200.00
TOTAL	\$7,775.00

TOTAL MEAD & HUNT FEES \$7,775.00

DIRECT SUB CONSULTANTS	Fee
Mechanical (HVAC) Design, Bidding, and CA Services	\$117,000.00
Electrical Engineering (for Design)	\$0.00
Geotechnical (for Design)	\$0.00
Archaeological Survey	\$0.00
Expenses	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$117,000.00

TOTAL MEAD & HUNT FEES	\$7,775.00
TOTAL DIRECT SUB CONSULTANTS	\$117,000.00

TOTAL ENGINEERING FEES \$124,775.00

		Senior Project Engineer \$285.00	Engineer III \$182.00	Engineer II \$166.00	Engineer I \$135.00	Technician IV \$166.00	Senior Electrical Engineer \$285.00	Registered Land Surveyor \$162.00	Project Assistant III \$132.00	Technical Editor II \$100.00	Total Hours/Cost	Cost Summary	
Rate Hours													
TASK 2026-01 - PROJECT MANAGEMENT													
2026-01.1	Project Scoping												
	Project Meetings and Coordination	2	1	0	0	0	0	0	0	0	3	\$752.00	
	Prepare Project Scope of Work and Proposal	1	1	0	0	0	0	0	0	0	2	\$467.00	
	Estimated Total Man-hours	3	2	0	0	0	0	0	0	0	5		
	Summary Costs	\$855.00	\$364.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,219.00	\$1,219.00	
2026-01.2	Prepare Contract and Subcontracts												
	Prepare Contract and Subcontracts	2	0	0	0	0	0	0	0	0	2	\$570.00	
	Estimated Total Man-hours	2	0	0	0	0	0	0	0	0	2		
	Summary Costs	\$570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$570.00	
2026-01.3	Project Coordination												
	Agency Coordination	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Airport and Tenant Coordination	8	12	0	0	0	0	0	0	0	20	\$4,464.00	
	Capital Improvement Plan	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Estimated Total Man-hours	8	12	0	0	0	0	0	0	0	20		
	Summary Costs	\$2,280.00	\$2,184.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,464.00	\$4,464.00	
2026-01.4	Prepare Invoices												
	Prepare and Review Invoices	2	0	0	0	0	0	0	0	0	2	\$570.00	
	Estimated Total Man-hours	2	0	0	0	0	0	0	0	0	2		
	Summary Costs	\$570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$570.00	
2026-01.5	Project Schedule												
	Develop Project Schedule	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Provide Project Updates	2	1	0	0	0	0	0	0	0	3	\$752.00	
	Estimated Total Man-hours	2	1	0	0	0	0	0	0	0	3		
	Summary Costs	\$570.00	\$182.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$752.00	\$752.00	
	Expenses												
	Airfare per Trip	0	0	0	0	0	0	0	0	0	0 Trip	\$800.00	\$0.00
	Car/Pickup per Day	0	1	0	0	0	0	0	0	0	1 Day	\$120.00	\$120.00
	Lodging per Night	0	0	0	0	0	0	0	0	0	0 Night	\$150.00	\$0.00
	Mileage per Mile	0	0	0	0	0	0	0	0	0	0 Mile	\$0.67	\$0.00
	Meals per Meal	2	2	0	0	0	0	0	0	0	4 Meal	\$20.00	\$80.00
	Printing per Each	0	0	0	0	0	0	0	0	0	0 Each	\$1.00	\$0.00
	Survey Vehicle per Mile	0	0	0	0	0	0	0	0	0	0 Mile	\$0.84	\$0.00
	Postage per Each	0	0	0	0	0	0	0	0	0	0 Each	\$5.00	\$0.00
	Fuel per Day	0	0	0	0	0	0	0	0	0	0 Day	\$30.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
												Total Expenses	\$200.00
	TASK 2026-01 - PROJECT MANAGEMENT TOTAL												\$7,775.00



TO: Mayor and Members of the City Council

FROM: Josh Pikka, Library Director

DATE: June 15, 2026

SUBJECT: BUDGET AMENDMENT - FRIENDS OF THE LIBRARY DONATION

I. RECOMMENDED ACTION

It is recommended City Council accept the donation from the Patrons of the Library group to enhance the Minot Public Library's offerings for the community and approve the budget amendment on first reading.

II. DEPARTMENT CONTACT PERSONS

Josh Pikka, Library Director, 701-857-4540

III. DESCRIPTION

A. Background

The Minot Public Library has received a generous donation of \$11,168.92 from the Patrons of the Library group. These funds are earmarked for various items, most notably to purchase a new AWE Early Literacy Station, a replacement microfilm reader, and the MPL mascot project. There will also be a purchase of Minecraft licenses for the Children's Library computers, to allow for a safer way for young patrons to partake in the popular game. These funds also include some funds for collection management. To support these items, the library must increase its donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

B. Proposed Project

To utilize the generous donation from the Patrons of the Library to improve the community resources at Minot Public Library by acquiring a new AWE Early Literacy Station, a replacement microfilm reader, collection management, and the Minecraft licenses. A portion of the donation will also be used to fund the MPL mascot project that is ongoing. This will increase the Library's donation revenue and allocate funds to the memorial expenditure line item, ensuring the net financial impact is zero dollars.

C. Recommendation Detail

To effectively utilize this donation and integrate it into the library's budget, the approval of this budget amendment is necessary to ensure the net financial impact is zero dollars.

IV. IMPACT

A. Service/Delivery Impact:

Overall, this project will advance the Minot Public Library's mission to serve as a central hub for education, culture, and community engagement, positively impacting the city's quality of life and the library's role within it. The project involves increasing the donations' revenue line item and adjusting the memorial expenditure line item to ensure that the net financial impact on the library's budget is zero dollars. This allocation strategy ensures that all expenses are covered by the donation without requiring additional funds from the library's existing budget. The project was not included in the initial approved budget, but is made possible entirely through this earmarked donation, demonstrating effective community support and resource management.

B. Fiscal Impact

The AWE Early Literacy Station, partial funding for the replacement microfilm reader, Minecraft licenses, the MPL mascot project funds, and the collection funds for the Minot Public Library are being funded through a generous donation of \$11,168.92 from the Patrons of the Library group.

Project Costs

AWE Early Literacy Station - \$3,805; Children's Library Minecraft Licenses - \$139.92; Replacement Microfilm Reader - \$4,024; MPL Mascot Project - \$2,000; Collection Funds (nonfiction) - \$1,100

Project Funding

Library Memorial Funds (21067000-48206)

This approval includes increasing the donations' revenue line item. This approval includes adjusting the memorial expenditure line item accordingly, ensuring that the net financial impact on the library's budget is zero dollars.

VI. ALTERNATIVES

Alternative A:

Description: One alternative is to put the funds towards expanding the Library's collection.

Results: There would be a larger and more versatile collection. However, the Library's collection is only a small part of the Library's purpose. There would not be money put towards other technology and licenses that allow for creativity for our patrons or towards programs that encourage reading and community. Opportunities for community-building and engagement through improved library facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

Alternative B:

Description: Another alternative is to forego the AWE Early Literacy Station, microfilm reader, Minecraft licenses, mascot project, and collection management funds.

Results: This would result in a missed opportunity to enhance community engagement and provide technological resources. The library's ability to engage the community through modern programs and services would be limited. Opportunities for community-building and engagement through improved library facilities and resources would be reduced. Future donations and funding opportunities might be impacted if donors perceive that the library is not effectively utilizing available resources to enhance its services.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2026 ANNUAL BUDGET TO INCREASE THE
LIBRARY MEMORIAL FUNDS REVENUES AND EXPENDITURES FOR A
DONATION RECEIVED FROM THE FRIENDS OF THE LIBRARY.**

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

§1: An ordinance amending the 2026 annual budget to increase the Library memorial funds revenues and expenditures for a donation received from the Friends of the Library:

21000000-36400		\$11,168.92
21067000-48206		11,168.92

§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: Brian Billingsley, Community Development Director

DATE: June 15, 2026

**SUBJECT: CASE NO. FI-21 - A REQUEST BY THE MINOT AUTHORITY FOR A
FACADE IMPROVEMENT PROGRAM FORGIVABLE LOAN OF
\$139,016.00 FOR IMPROVEMENTS PROPOSED TO 108 BURDICK
EXPY EAST**

I. RECOMMENDED ACTION

It is recommended City Council approve the item and authorize the Mayor to execute the contract.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot Housing Authority has reapplied for facade improvement program assistance. Their original application, FI-17, failed at the City Council by a vote of 3-3 earlier this year. The applicant requested an opportunity to address the full council on this issue. Planning and City Attorney staff reviewed the guidelines and determined that the applicant can file a new application and go through the process again.

B. Proposed Project

The proposed improvements in this application are identical to the improvements that were proposed in the FI-17 application, and fresh bids were sought for the new application. The low bidder for this project is AE Construction Management with a bid of \$185,355.00. Since this is a double frontage building, the applicant is eligible for the full 75% of the low bid amount, or \$139,016.00.

C. Recommendation Detail

The application meets the minimum requirements of the program. The Renaissance Zone Review Board unanimously recommends that it be approved.

IV. IMPACT

A. Service/Delivery Impact:

Construction will begin later this year and should take 6-10 months to complete.

B. Fiscal Impact

Project Costs

Low Bid — \$185,355 (eligible for up to 75% in assistance)

Project Funding

Facade Improvement Program

VI. ALTERNATIVES

The Council can table this item and request more information.

City of Minot

Economic Development Division

Application for City of Minot Façade Improvement Program

Office Address: 1025 31st St SE

Mailing Address: PO Box 5006

Minot, ND 58702

Email: jonathan.rosenthal@minotnd.org

(701) 420-4524

APPLICANT INFORMATION

Building Owner Minot Housing Authority	Address [REDACTED]	Primary Contact? Kerry Candrian
Phone [REDACTED]	Email [REDACTED] m	
Applicant (if different) N/A	Address	Primary Contact?
Phone	Email	
Is the applicant a subsidiary or direct/indirect affiliate of any other organization? Yes No		

GENERAL INFORMATION

Building Address 108 Burdick Expressway East	Property Zoning
Year building was built and (approximate) dates of any exterior changes?	
Is the property currently occupied? Yes No	
If no, what is the current use of the property? N/A	
Please list each occupant of the facility in question, together with a description of the business use, their percentage of occupancy of the facility to be financed, and include a copy of their lease.	

Occupant 1 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Minot Housing Authority	N/A	N/A	N/A	N/A
Occupant 2 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Neigum-Stanley Law Office	N/A	Month to month	N/A	N/A
Occupant 3 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs

ADDITIONAL PROPERTY OWNER INFORMATION: list all additional property owners below

Additional Property Owner 1 N/A	Address
Phone	% Ownership
Additional Property Owner 2 N/A	Address
Phone	% Ownership
Does any individual person or organization not listed above hold any interest in the property, directly or indirectly? Yes No	

REQUIRED SUBMISSION MATERIALS

x	Letter from licensed roofing contractor, architect, or engineer of <u>10-year</u> roof life (with Photos)
x	Proof of ownership and legal description
x	Submit clear 5 X 7 inch photo(s) or digital images (preferred) of the entire façade, including separate photos of any details to be repaired, removed, etc.
x	Submit/attach a copy of Minot Assessors Property Card
x	Submit copies of any historic photos or blueprints of the property (electronic preferred or 5 X 7 or larger)
x	Drawings of existing façade, if available. Walk through examination with the staff

PROVIDE DESCRIPTION OF THE ORIGINAL FAÇADE (Materials, width and height, windows, year, style, design)

The existing facade includes original stucco and masonry around the entire facade. The facade also includes original cedar plank siding on all awnings and also used as siding between lower and upper story windows. The building also includes original aluminum storefront and windows across the main floor and double-hung windows on the second floor.

(Please ask your designer staff for some help if you need any advice)

PROVIDE DESCRIPTION OF RENOVATED FAÇADE (Materials, width and height, windows, year, design)

The new facade will include the restoration of existing brickwork and the application of new masonry stain. New EIFS material or acrylic coating will be applied over or replace the existing stucco material. Window and entry awnings will include the removal of existing wood planks and application of new metal siding material as well as the application of new metal siding between the main floor and second floor windows. All other previously painted surfaces will include a new application of paint. The second-floor windows will be replaced with newer aluminum casement windows.

(Please ask your designer staff for some help if you need any advice) (You may wish to consult an architect or design professional)

WORK TO BE PERFORMED (May submit on a separate sheet)	Estimated Cost
Design work	See Attached Schedule of values
Removal of inappropriate materials and other demos	
Repair or Replacement of display windows with	
Repair or Replacement of 2 nd Floor and above façade windows (please talk to staff about this in advance)	
Installation of interior/exterior storm windows	
Repair or Replacement of doors with	
Cleaning of masonry (NO Sand or abrasive blasting)	
Repoint, Tuck Point Masonry	
Replacement of Masonry (if necessary)	
Repair or replacement of cornices or other decorative elements)	
Improvement of INTERIOR display windows (must include lighting, consider timer)	
Installation/repair of retractable or fixed awnings	
Building, planning, and encroachment fees (if required)	
Installation of sign lighting	
Installation of exterior lighting	
Repair of ornamental elements	
Other (list or attach)	
Contingency for demolition/hidden changes not to exceed 7%	
	Total Cost

AMOUNT AND SOURCE OF OTHER FUNDS INVOLVED IN PROJECT

Applicant Amount \$185,355
Bank Amount 0
Equity/Investors Amount 0
Other Amount
Expected City Contribution 0

BID INFORMATION ON SEPARATE PAGES

DO NOT OBTAIN OR SUBMIT BID PAGES TO CITY STAFF WITHOUT A FINAL DESIGN APPROVED BY STAFF AND THE RENAISSANCE ZONE REVIEW BOARD

List of three contractors bids for complete bid (Attach bids or written requests for bids)

LOW	1	See attached bid tab	
MID	2		
HIGH	3		

PUBLIC INFORMATION DISCLOSURE

Written permission from the property owner to apply and perform work

(Name) Tom Alexander

Attach written permission to this application (corporate authorization if needed)

I attest that the information that I provide herein is true, complete and accurate and that I am authorized to submit an application as, or on behalf of, the owner. I have read, I understand, and I agree to comply with all requirements of the Façade Improvement Program and the Design Standards.


Signed

4-8-26
Date

The applicant affirms that there are no taxes owed on the property or other properties in the City of Minot, and that there are no outstanding fees, judgments, or liens.


Signed

4-8-26
Date

The undersigned understands and agrees that all information furnished in connection with their application for the Façade Improvement Grant involves the use of public funds and as such may be made public pursuant to the statutes of the United States of America and the State of North Dakota


Applicant's Signature

4-8-26
Date

The undersigned attests that they have read and understood the Façade Program application, guidelines, policies, and all related materials and agrees that facing unknown structural and cosmetic repairs are inherent in the renovation process and that amendments for costs up to the maximum notwithstanding, that the applicant(s) will be responsible to complete work according to all guidelines and for overages that occur above that committed by contract to the project as estimated at the time of approval.


Applicant's Signature

4-8-26
Date

Before beginning work, the applicant will schedule an on-site meeting with the general contractor and the Economic Development Administrator or the city's representative.

Applicant's Signature

Date

Review/Approval by Renaissance Zone Review Committee	Yes	No	Date:
On-Site: ALL Floors	Date:		
Design Review	Date:		
On-Site: Upper Story Evaluation	Date:		



WWW.ACKERMAN-ESTVOLD.COM

March 6, 2026

Tom Alexander
Minot Housing Authority
108 Burdick Expressway E
Minot, ND 58701

RE: **MHA Façade Improvement**
Recommendation of Award

Dear Tom:

Bids were received at 2:00Pm CST on Thursday, March 5, 2026 for the above stated project. Coverage was good as we received 3 single prime bidders. Please find attached final bid tab.

The low single prime base bid was for **\$185,355.00** from **AE Construction Management**. Comparatively, their bid was 6% lower than the next closest bid and 12% lower than the highest bid. Through our diligence it was indicated that all scope is included in their bid.

We recommend awarding the prime construction contract to AE Construction Management for a total contract award of \$185,355.00.

Please let us know if you have any additional questions and we will be sure to address them promptly.

Regards,

Mitch Meier
Project Designer

Enclosure

HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.853.6470



BIDS ARE UNDER REVIEW

Façade Improvements Rebid

Minot Housing Authority

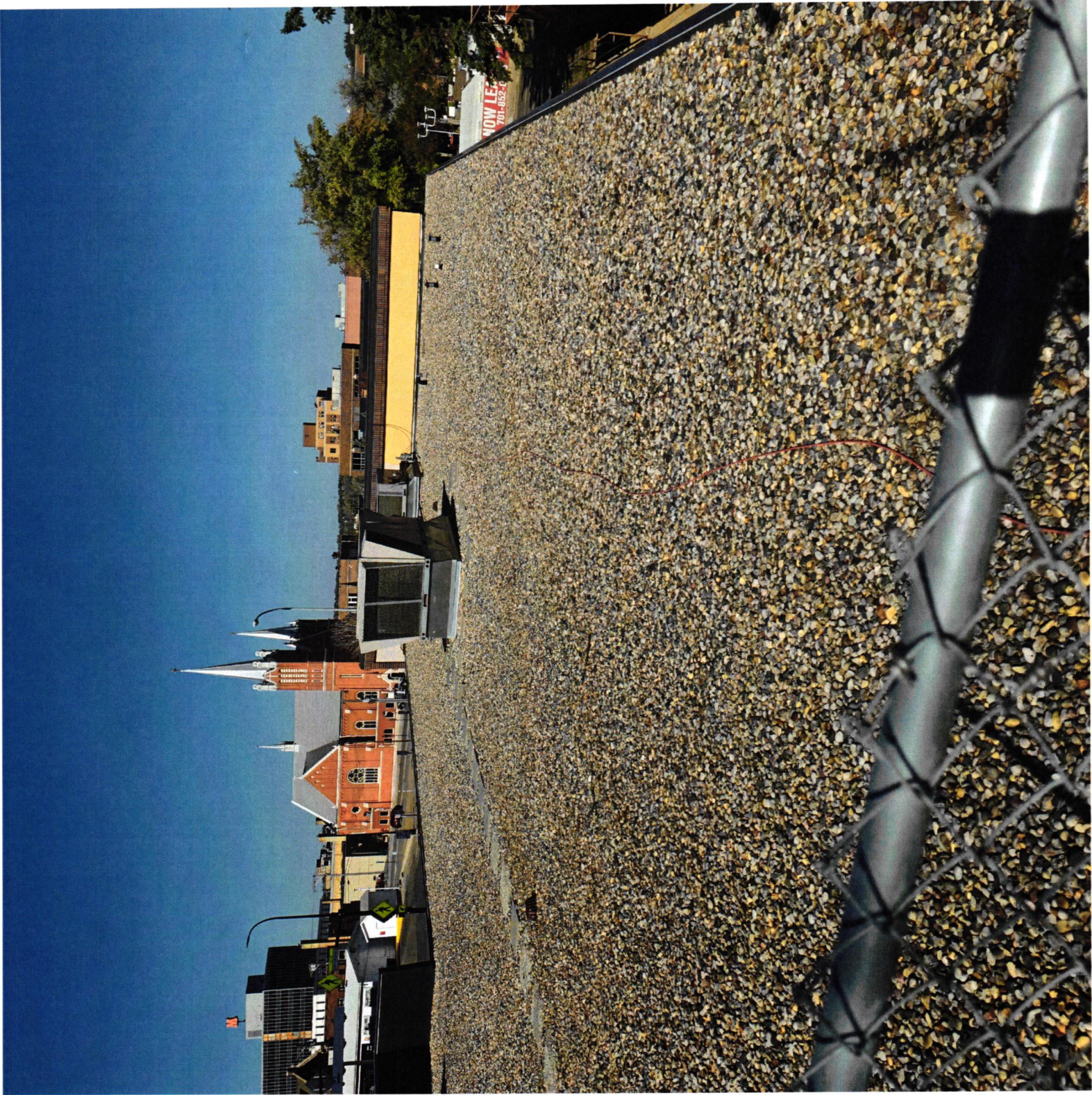
R25067

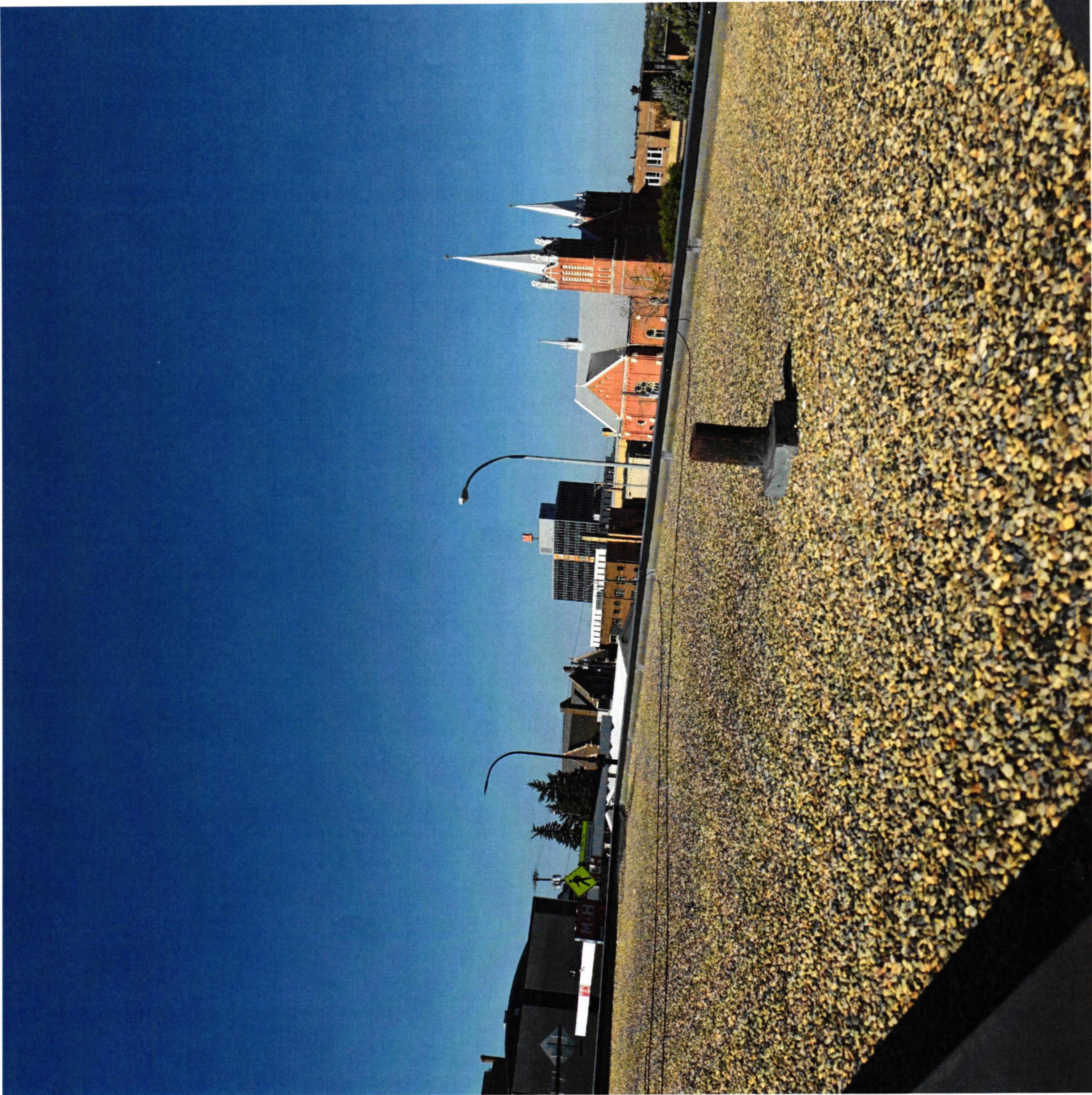
March 5, 2026; 2:00 pm

[illegible]

Minot Housing Authority Façade Improvement Schedule of Values								
3/20/2026	General Conditions	Description	Quantity	Cost	Total	Lump sum	Sub Contractor	Total
01.21.13	Allowances	Contingency	1	\$10,000.00	\$10,000.00	\$0.00		
		Brick Repointing	1	\$2,500.00	\$2,500.00	\$0.00		
		P&P Bonds	1	\$4,300.00	\$4,300.00			
		Total						\$16,800.00
01.52.05	Construction Facilities		1	\$1,275.00	\$1,275.00			\$1,275.00
01.54.05	Construction Aids		1	\$11,725.00				\$11,725.00
01.58.13	Project Identification		1	\$125.00	\$125.00			\$125.00
01.74.05	Cleaning & Waste Mngt.		1	\$3,475.00	\$3,475.00			\$3,475.00
02.41.19	Existing Conditions	Demo A-E C.M.	1	\$23,826.00	\$23,826.00			\$23,826.00
04.25.05	Masonry	TY Wall Systems	1	\$11,577.00	\$11,577.00			\$11,577.00
06.11.05	Woods & Plastics	A-E C.M.	1	\$7,344.00	\$7,344.00			\$7,344.00
07.00.00	Thermal & Moisture Protection	Insul & Exterior Finishes	1	\$67,300.00	\$67,300.00			\$67,300.00
08.52.05	Aluminum Windows	Midwest Glass	1	\$31,232.00	\$31,232.00			\$31,232.00
09.00.00	Finishes	TY Wall Systems	1	\$5,324.00	\$5,324.00			\$5,324.00
34.00.00	Transportation	3D Specialties	1	\$2,130.00	\$2,130.00			\$2,130.00
	Building Subtotal							\$182,133.00













WWW.ACKERMAN-ESTVOLD.COM

October 9, 2025

Tom Alexander, Executive Director
Minot Housing Authority
108 E Burdick Expressway
Minot, ND 58701

RE: Minot Housing Authority Roof Condition, 108 E Burdick Expressway, Minot, ND

Dear Tom:

We conducted a review of the existing roof condition at the above property on October 9, 2025 and understand a new roof was installed within the last 10 years. Based on the observed existing conditions, we believe the roof will last and be maintainable for a minimum of 10 years and likely more.

See attached for representative photographs.

If you have any question or concerns, please let us know.

Regards,

Ryan M. Anderson, AIA

Vice President, Senior Architect

Enclosure

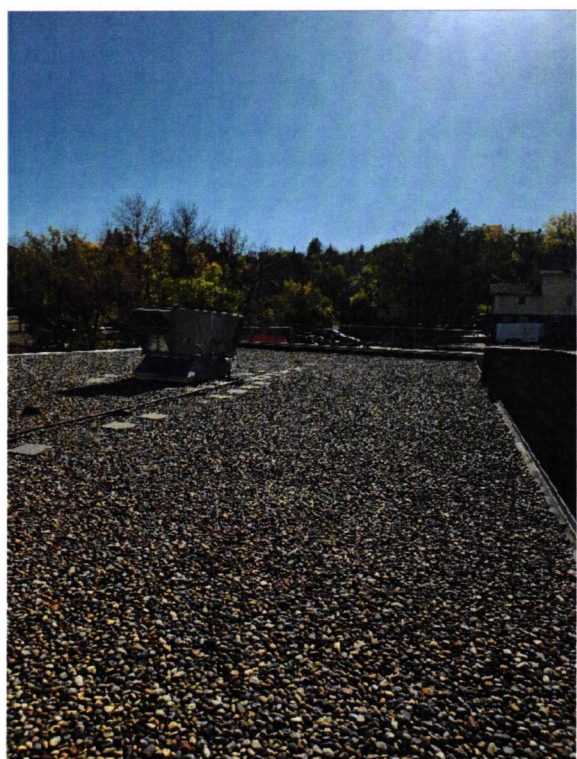
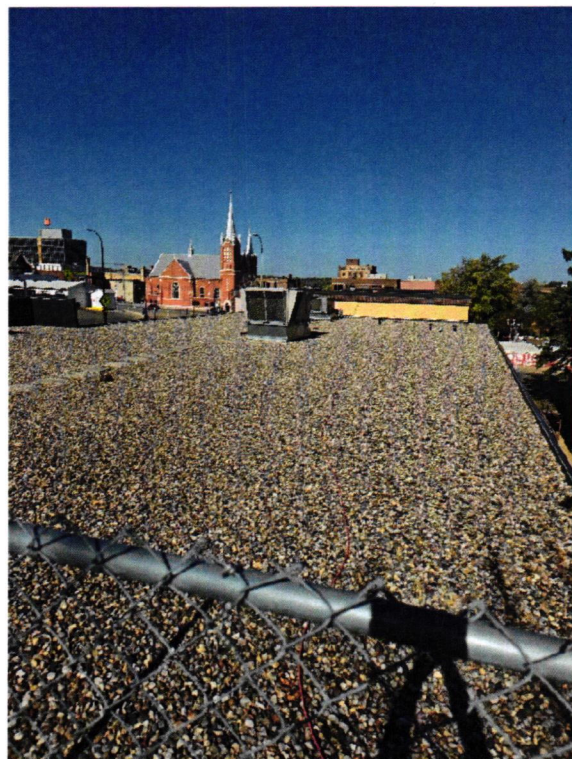
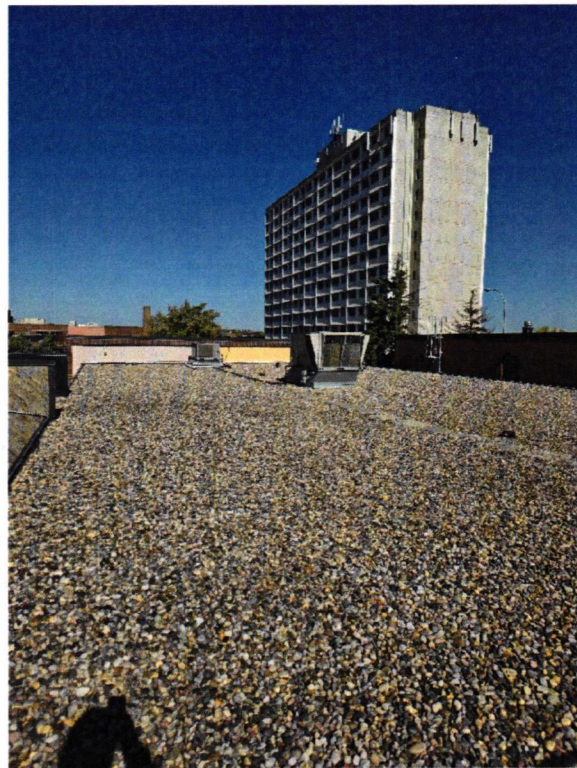
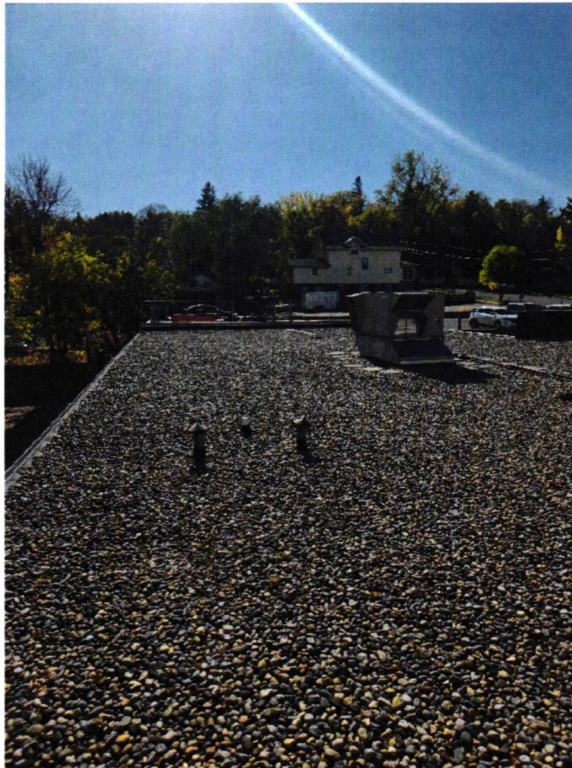
HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

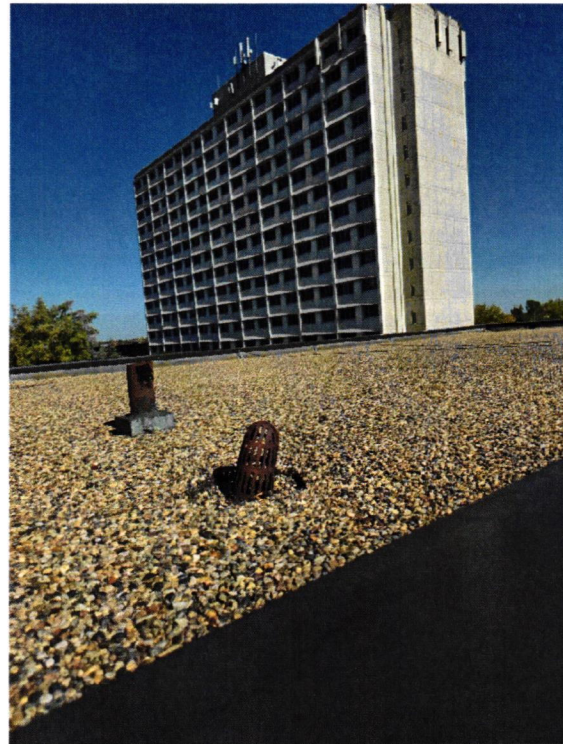
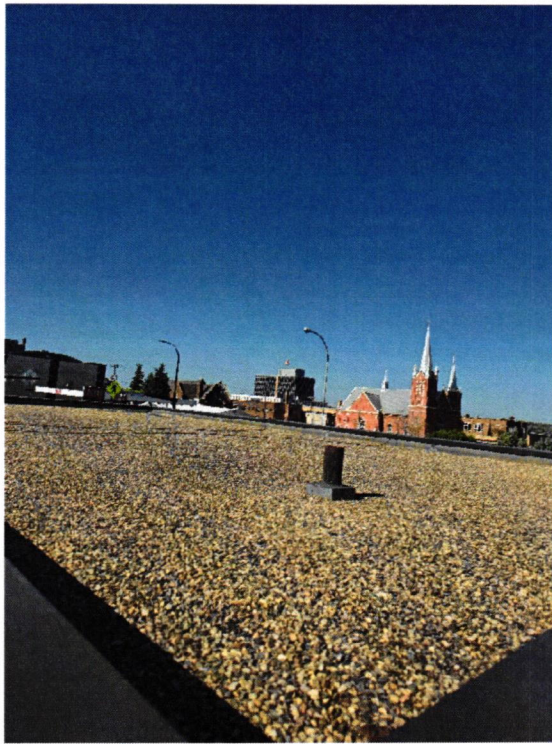
3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.853.6470

Minot Housing Authority Roof Condition – Photographs

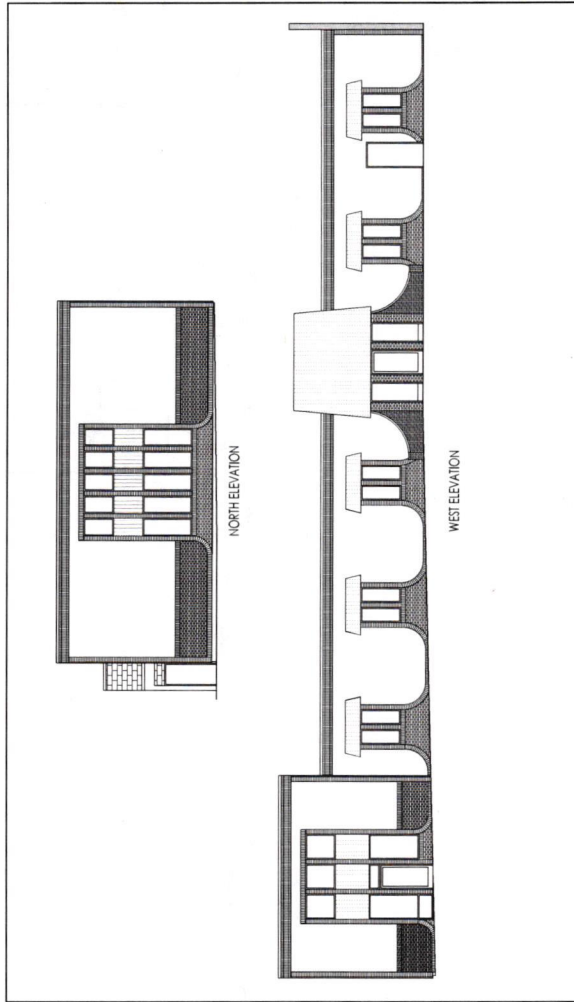




MHA FACADE IMPROVEMENT
108 BURDICK EXPRESSWAY EAST
MINOT, NORTH DAKOTA



An aerial photograph of a forested area. A white rectangle is drawn on the image, and the text "PROJECT LOCATION" is written vertically next to it. The forest is dense and green, with some lighter patches indicating different types of vegetation or clearings. A yellow line runs vertically along the left edge of the image.



FOR ILLUSTRATIVE PURPOSES ONLY

G-000	TITLE SHEET
AD100	DENOLITION
AD200	DENOLITION
A100	FLOOR PLAN
A200	BUILDING E

[illegible]

I hereby certify that this plan complies
with the provisions of the Act, and that
it is a duly registered and approved
plan of the State of North Carolina.

[Signature]

Date 7/10/25 and No. 1774

ACKERMAN
ESTVOLD
1907 17th St SE • Minn., ND 58701
701.837.8737 • www.ackerman-estvold.com
Minnetonka, ND • Fargo, ND • Williston, ND • Bismarck, ND

DRAWN BY: MGM
CHECKED BY: RMA

DATE: 5/28/2025

REVISIONS

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PRECEDDED BY WRITTEN CONSENT FROM THE AUTHOR

ARCHITECT
CKERMAN+ESTVOLD
1907 17TH ST SE
MINOT, ND 58701
PH. 701.837.8737

OWNER
MINOT HOUSING AUTHORITY
TOM ALEXANDER
MINOT, ND 58701
PH. 701.852.0485

PROJECT TEAM

OWNER
DOT HOUSING AUTHORITY
TOM ALEXANDER
MINOT, ND 58701
PH. 701.852.0488

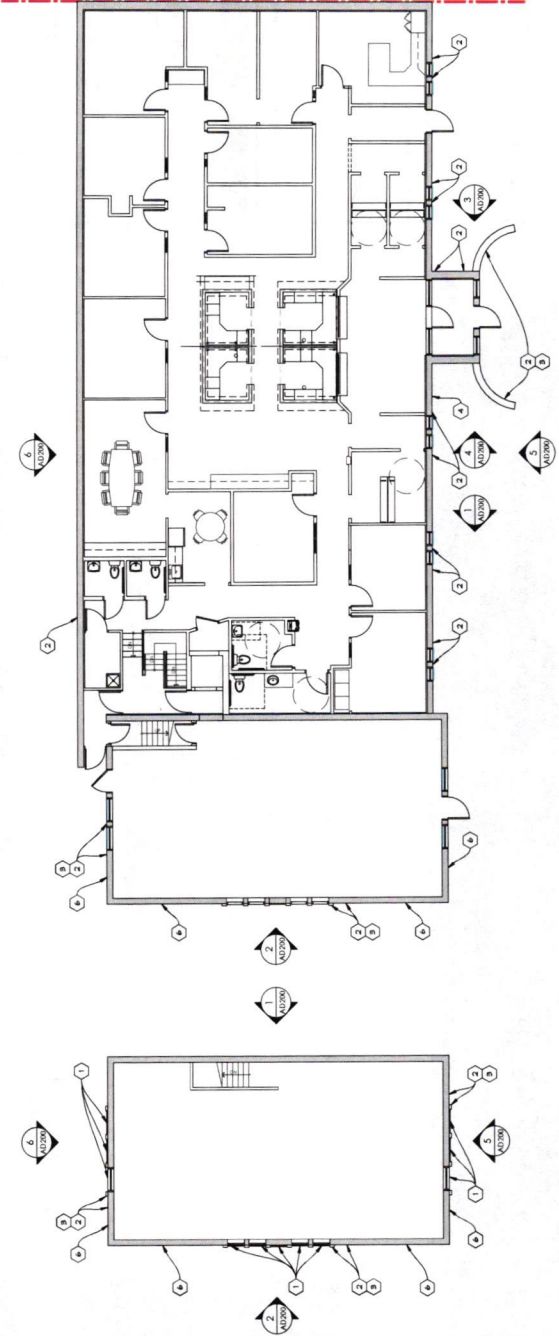
Project No.
R25067

TITLE SHEET

GOOD

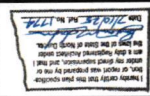
DEMO KEY NOTES

1. REMOVE EXISTING INTERIOR PARTITION WALLS AND CEILING.
2. REMOVE EXISTING INTERIOR WALLS AND CEILING.
3. REMOVE EXISTING INTERIOR WALLS AND CEILING.
4. REMOVE EXISTING INTERIOR WALLS AND CEILING.
5. REMOVE EXISTING INTERIOR WALLS AND CEILING.
6. REMOVE EXISTING INTERIOR WALLS AND CEILING.
7. REMOVE EXISTING INTERIOR WALLS AND CEILING.
8. REMOVE EXISTING INTERIOR WALLS AND CEILING.



1 MAIN FLOOR DEMO PLAN
1/8" = 1'-0"

2 SECOND FLOOR DEMO PLAN
1/8" = 1'-0"

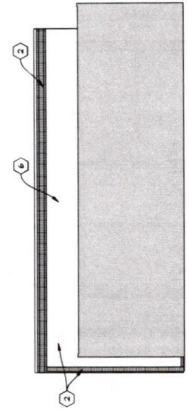


MINOT HOUSING AUTHORITY
FACADE IMPROVEMENT
MINOT, NORTH DAKOTA

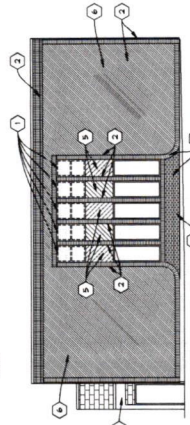
DRAWN BY: MGA
CHECKED BY: RMA
DATE: 5/28/2025
REVISIONS
Project No.
62000
DEMOLITION
ELEVATIONS
AD200

DEMO KEY NOTES (#)

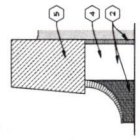
1. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
2. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
3. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
4. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
5. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
6. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
7. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.
8. DEMOLISH EXISTING WINDOW & ALL ASSOCIATED TRIM & WOOD PANELING.



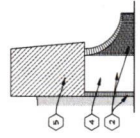
1. EXISTING SOUTH ELEVATION
AD200 SCALE 1/8" = 1'-0"



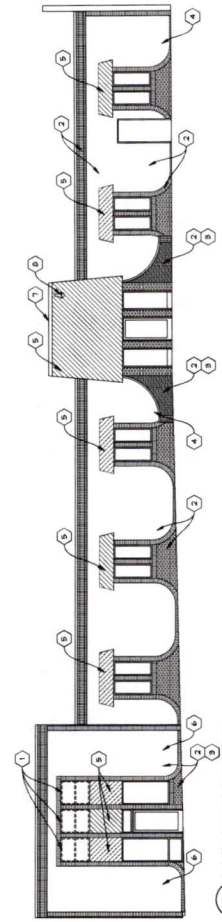
2. EXISTING NORTH ELEVATION
AD200 SCALE 1/8" = 1'-0"



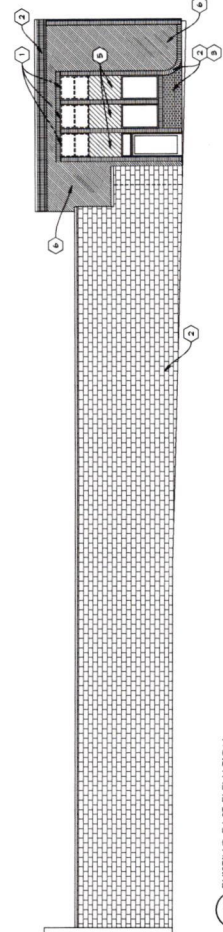
3. SOUTH ENTRANCE ELEVATION
AD200 SCALE 1/8" = 1'-0"



4. NORTH ENTRANCE ELEVATION
AD200 SCALE 1/8" = 1'-0"



5. EXISTING WEST ELEVATION
AD200 SCALE 1/8" = 1'-0"



6. EXISTING EAST ELEVATION
AD200 SCALE 1/8" = 1'-0"

ARCHITECTURAL GENERAL NOTES

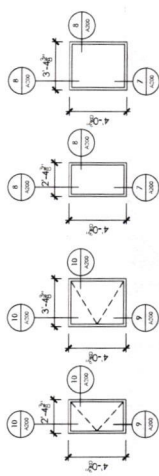
1. PROVIDE NEW ALUMINUM WINDOWS, SET WINDOWS SCHEDULE.
2. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
3. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
4. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
5. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
6. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
7. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
8. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.

NEW CONSTRUCTION KEY NOTES (#)

1. PROVIDE NEW ALUMINUM WINDOWS, SET WINDOWS SCHEDULE.
2. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
3. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
4. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
5. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
6. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
7. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.
8. PROVIDE NEW ALUMINUM DOORS, SET DOORS SCHEDULE.

TYPE	SIZE	FRAME MATERIAL	HEAD DETAIL	JAMB DETAIL	GLASS TYPE	REMARKS
A	42.0" W x 72.4" H	ALUM.	107-200	107-200	72.4" H	
B	42.0" W x 72.4" H	ALUM.	107-200	107-200	72.4" H	
C	42.0" W x 72.4" H	ALUM.	107-200	107-200	72.4" H	
D	42.0" W x 72.4" H	ALUM.	107-200	107-200	72.4" H	

VERIFY ALL EXISTING OPENINGS FOR SIGNS OF WEATHERING & DOORS.



3 WINDOW TYPES

SCALE: 1/8" = 1'-0"

1 MAIN FLOOR PLAN

SCALE: 1/8" = 1'-0"

2 SECOND FLOOR PLAN

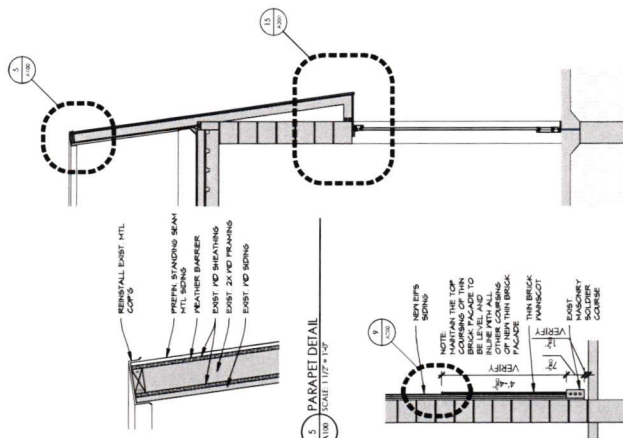
SCALE: 1/8" = 1'-0"

3 ENTRY WALL SECTION

SCALE: 1/8" = 1'-0"

4 THIN BRICK WALL SECT.

SCALE: 1/8" = 1'-0"



16 AWNING DETAIL

A200 SCALE: 1/8" = 1'-0"

108 BURDICK EXPY E STE 1, MINOT

Deed: MINOT HOUSING AUTHORITY

Map Area: Central Business Dis

Checks/Tags:

Contract:

Route: 000-000-000

Lister/Date:

CID#:

Tax Dist: Minot Public

Review/Date: DD, 08/22/2022

DBA: MINOT HOUSING AUTHORITY

Plat Page:

Entry Status: Inspected

MLS:

Subdiv: 24-312 RAMSTADS 1ST

Urban / Commercial

Legal: Section: 24312; Twp: ; Rng: ; Block: 010; Lot: 0031; Deeded Acres: 0.430

RAMSTADS FIRST ADDITION

LOTS 1 & 2 & N25' LOT 3

BLOCK 1

Land

Land Basis	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Depth/Unit	EFF/Type	Qual./Land							
SqFt X Rate						18,750.00	0.430			C-700							
Subtotal						18,750.00	0.430										
Grand Total						18,750.00	0.430										

Street

Utilities

Zoning

Land Use

SqFt X Rate	Paved	City	C3/Central Business	Not Applicable
-------------	-------	------	---------------------	----------------

Sales

Building Permits

Values

Date	\$ Amount	NUTC	Recording	Date	Number	Tag	\$ Amount	Reason	Type	Appraised	B of R	St. Equalized	Pr Yr: 2024
11/30/2000	\$405,000	D000	2789351						Land		\$0	\$0	
01/04/1996	\$325,000	D000	737561						LandC	\$131,000	\$0	\$0	\$131,000
									Dwlg		\$0	\$0	
									Impr	\$540,000	\$0	\$0	\$535,000
									Total	\$671,000	\$0	\$0	\$666,000

Precomputed Structure		Verticals						Plumbing		
								B	Ext	
Occ. Code	501	Ftg & Fdn	Concrete w/o Bsm	8"						
Occ. Descr.	Office - General	Exterior wall	Stucco - Frm	0						
		Interior wall	Drywall or Equiv.	0						
		Pilasters								
		Wall facing								
		Windows	Aluminum	1						
		Fronts/Doors	Average Cost Front							
Year Built	1978									
EFF Age/Yr	48/ 1978									
Condition	Good									
		Horizontals						Adjustments		
		Basement								
		Roof	Incl. w/ Base	Yes						
		Ceiling	nded Blk-Drop Edge(Tegular)	1						
		Struct. Floor	Concrete- Reinforced	1						
		Floor Cover	Carpet	1						
		Partitions	Drywall	1						
		Framing	Incl. w/ Base	1						
		HVAC	Combination FHA - AC	1						
		Electrical	Office Building (General)	1						
		Sprinkler								
Description	1 Sty w/slab- Office									
Style	C.Blk - Wood									
Stories	1									
Base	5,078									
Basement	0									
Basement Parking	No									
1st Flr Inset Adj	0									
GBA	7724									

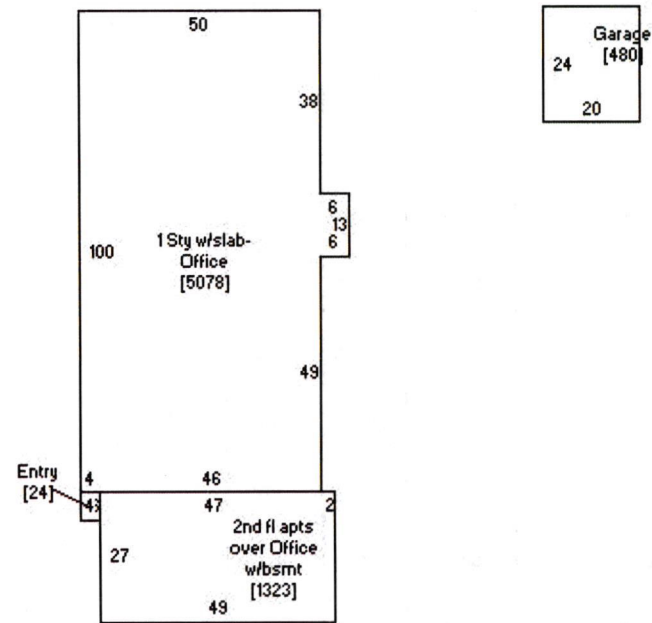
Precomputed Addition		Verticals						Plumbing		
								B	Ext	
Occ. Code	501	Fig & Fdtn	Concrete w/o Bsmt	8"				Lavatory	2	
Occ. Descr.	Office - General	Exterior wall	Stucco - Frm	0				3-Fixture Bathroom	2	
		Interior wall	Drywall or Equiv.	0						
		Pilasters								
		Wall facing								
		Windows	Aluminum	1						
		Fronts/Doors	Average Cost Front							
Year Built	1952									
EFF Age/Yr	74/ 1952									
Condition	NML									
		Horizontals						Adjustments		
		Basement	Incl. w/ Base					Bsmt Fin - office	700	Low
		Roof	Incl. w/ Base	Yes				Portico	24	AVG
		Ceiling	nded Blk-Drop Edge(Tegular)	1						
		Struct. Floor	Wd Deck on Wood Truss	1						
		Floor Cover	Carpet	1						
		Partitions	Drywall	1						
		Framing	Incl. w/ Base	1						
		HVAC	Combination FHA - AC	1						
		Electrical	Office Building (General)	1						
		Sprinkler								
Description	2nd fl apts over Office w/bsmt									
Style	C.Blk - Wood									
Stories	2									
Base	1,323									
Basement	1,323									
Basement Parking	No									
1st Flr Inset Adj	0									
GBA	7724									

[illegible]

	Description		Cond	Year								
Yrd	1 — Paving - Asphalt			1990								
I	10,000 SF, Asphalt Parking, Low Pricing											
Yrd	1 — Garage (Commercial)			1964								
I	480 SF, Frame, Avg Pricing											

Prior Year	Comment	Value Type	Location	Class	Land Value	Dwelling Value	Improvement Value	M & E Value	Total Value
2024	w/Exemptions applied:	Appr	Urban	Comm	\$131,000	\$0	\$535,000	\$0	\$666,000
					\$13,000	\$0	\$91,000	\$0	\$104,000
2023	w/Exemptions applied:	Appr	Urban	Comm	\$113,000	\$0	\$510,000	\$0	\$623,000
					\$8,000	\$0	\$87,000	\$0	\$95,000
2022	w/Exemptions applied:	Appr	Urban	Comm	\$113,000	\$0	\$481,000	\$0	\$594,000
					\$8,000	\$0	\$83,000	\$0	\$91,000
2021		Appr	Urban	Comm	\$113,000	\$0	\$459,000	\$0	\$572,000
2020		Appr	Urban	Comm	\$113,000	\$0	\$463,000	\$0	\$576,000
2019		Appr	Urban	Comm	\$113,000	\$0	\$461,000	\$0	\$574,000
2018		Appr	Urban	Comm	\$131,000	\$0	\$432,000	\$0	\$563,000
2017		Appr	Urban	Comm	\$131,000	\$0	\$478,000	\$0	\$609,000
2016		Appr	Urban	Comm	\$131,000	\$0	\$528,000	\$0	\$659,000
2015		Appr	Urban	Comm	\$131,000	\$0	\$536,000	\$0	\$667,000
2014		Appr	Urban	Comm	\$131,000	\$0	\$496,000	\$0	\$627,000
2013		Appr	Urban	Comm	\$126,600	\$0	\$435,400	\$0	\$562,000
2012		Appr	Urban	Comm	\$103,100	\$0	\$424,000	\$0	\$527,100
2011		Appr	Urban	Comm	\$93,800	\$0	\$400,600	\$0	\$494,400
2010		Appr			\$93,800	\$0	\$378,600	\$0	\$472,400
2009		Appr			\$93,800	\$0	\$352,100	\$0	\$445,900
2008	2008 Certified Values	Appr			\$93,800	\$0	\$606,100	\$0	\$699,900
2000		Import			\$42,800	\$0	\$257,000	\$0	\$299,800
1999		Import			\$46,600	\$0	\$265,800	\$0	\$312,400

1998	Import			\$46,600	\$0	\$265,800	\$0	\$312,400
1997	Import			\$46,600	\$0	\$265,800	\$0	\$312,400
1996	Import			\$46,600	\$0	\$265,800	\$0	\$312,400
1995	Import			\$46,600	\$0	\$265,800	\$0	\$312,400
1994	Import			\$46,600	\$0	\$250,691	\$0	\$297,200
1993	Import			\$46,600	\$0	\$252,800	\$0	\$299,400



Sketch 1 of 1

Exempt Reason	Start Year End Date					Exempt Acres CSR Points
HOUSING AUTHORITY	2022 12/31/2022					0.000 0.000
HOUSING AUTHORITY	2023 12/31/2023					0.000 0.000
HOUSING AUTHORITY	2024 12/31/2024					0.000 0.000
HOUSING AUTHORITY	2025 12/31/2025					0.000 0.000



FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT

This Agreement (hereinafter “Agreement”) is executed and made effective as of _____, 2026 (hereinafter “Effective Date”), and is by and between the City of Minot, a North Dakota municipality (hereinafter “City”) and Minot Housing Authority (hereinafter “Property Owner”). City and Property Owner are jointly referred to herein as the Parties. This Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Minot Housing Authority

ADDRESS OF PROPERTY TO BE IMPROVED: 108 Burdick Expressway East

PARCEL ID: MI24.312.010.0031

LEGAL DESCRIPTION: Ramstad’s First Addition Lots 1 & 2 & N25’ Lot 3 Block 1

WHEREAS, the City implemented a Façade Improvement Program (hereinafter “Program”) to provide public funds as an incentive to encourage private investment for exterior true-to-period façade improvements to properties located in the City’s Central Business District;

WHEREAS, Property Owner applied for funding assistance related to a complete façade renovation or replacement;

WHEREAS, City proposes to make financial support available to assist the Property Owner to complete the façade renovation or replacement in accordance with the approved application;

WHEREAS, City’s financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than \$139,016 (APPROVED BY COUNCIL);

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties’ and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$139,016 (APPROVED BY COUNCIL); in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter “Façade Loan”). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner’s approved complete façade renovation or replacement, more specifically described in the Property Owner’s application for funding (hereinafter “Project”). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the promissory note have been duly-executed by an authorized representative of Property

Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii) Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter “Façade Loan Repayment Date,” subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
 - a. Project Plan. Property Owner’s application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
 - b. Project Completion. The Project shall be completed on or before May 30, 2027. The City Council, in its reasonable discretion, may allow extensions due to inclement weather or difficulty in obtaining building materials.
 - c. Verification of Project Completion. Within 30 days of completion of the Project, the Property Owner shall notify the City’s Economic Development Administrator and schedule a time for an inspection.
 - i. If the Project is deemed complete and in compliance with Exhibit C, the Economic Development Administrator shall inform the Property Owner of that, in writing.
 - ii. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the Property Owner, in writing, and provide a timeframe for correction of the required work. All work that is not in conformance with the approved plans, design drawings, and specifications must be remedied by the Property Owner and made to comply with the approved plans, design drawings, and specifications at the Property Owner’s expense. The City will not reimburse the Property Owner for any expense required to correct deficient or improper work.
 - d. Submission of Necessary Documentation. Within 30 days of receiving written verification that the Project is complete and in compliance with Exhibit C, Property Owner shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of Project costs to the Economic Development Administrator. If a contractor is retained to complete the façade improvements, a properly executed and notarized contractor’s statement to the Economic Development Administrator showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade and streetscape improvement related work. In addition, the Property Owner shall submit to the Economic Development Administrator proof

of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Economic Development Administrator and Finance Director shall review the documentation and provide written verification that the costs submitted are eligible for reimbursement.

- e. No Default. The Property Owner shall not be in default under this Agreement or adjudicated in default by a court of competent jurisdiction on any other agreement, obligation, representation, or promise with any other entity doing business in the State of North Dakota.
 - f. In Good Standing. The Property Owner shall be, and remain throughout the term of this Agreement, in good standing under the laws of the State of North Dakota.
 - g. Duly Authorized. The Property Owner shall be duly-authorized to enter into this Agreement and to perform its obligations hereunder.
 - h. Solvent. Property Owner shall be, and remain throughout the term of this Agreement, a solvent corporation capable of fulfilling its obligations hereunder, and shall not be the subject of any "Insolvency Event." For purposes of this Agreement, the term Insolvency Event means (a) Property Owner's (i) failure to generally pay its debts as such debts become due; (ii) admission in writing that it is unable to pay its debts generally; or (iii) general assignment for the benefit of creditors; (b) a proceeding instituted by or against Property Owner (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and in the case of any such proceeding instituted against Property Owner, such proceeding shall remain undismissed for a period of sixty (60) days or any of the actions sought in such proceeding shall occur); or (c) Property Owner takes any action to authorize any of the aforementioned actions.
 - i. No Conflicting Obligations. Neither the execution and delivery of this Agreement, nor Property Owner's performance of its obligations hereunder, shall breach any known obligation, right or interest of a third party, regulatory agency, Board of Directors or other governing body with authority over Property Owner.
 - j. Automatic Door. In accordance with City of Minot Code of Ordinances Chapter 9, Article VIII, Section 9-137, every building open to public use that has received the benefit of public funds from the city to make building improvements or construct a new building shall provide for the installation of an automatic door for at least one main entrance to the building. If the immediate interior of the building is only accessible through a vestibule, the requirement requires the installation of as many automatic doors as are necessary to allow passage through the vestibule and into the immediate interior of the building.
3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner

will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:

- a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
- b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.
- c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
- d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
- e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
- f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.
- g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.

- h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.
 - i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.
- 4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.
- 5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
- 6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
- 7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
- 8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
- 9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the Promissory Notes, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
- 10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
- 11. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.
- 12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

To CITY:

City of Minot City Manager's Office
c/o City Manager
PO Box 5006
Minot ND 58702

To PROPERTY OWNERS:

Minot Housing Authority
c/o Kerry Candrian
108 Burdick Expressway East
Minot, ND 58701

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
14. Severability. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury, death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.
19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.

20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

Dated: _____, 20____. CITY OF MINOT

By:

Mark Jantzer
Its: Mayor

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____
by Mayor Mark Jantzer on behalf of the City of Minot.

Notary Public

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PROPERTY OWNER

(SECOND LINE FOR SIGNATURE IF NEEDED)

[illegible]

The foregoing instrument was acknowledged before me on _____, 20_____

by _____ on behalf of Minot Housing Authority
PROPERTY OWNER(S).

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EXHIBIT A: PROMISSORY NOTE

Date: (Date of Disbursement)

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Minot Housing Authority (hereinafter "Property Owner") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED \$139,016 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before INSERT FAÇADE LOAN REPAYMENT DATE (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by personal guaranties from Minot Housing Authority in substantially the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Property Owner has caused this Note to be executed effective this _____ day of _____, 20____.

By: Minot Housing Authority, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by
_____ on behalf Minot Housing Authority.

Notary Public

EXHIBIT B

Recording Requested By:

City of Minot
P.O. Box 5006
Minot, ND 58702

When Recorded, Mail To:

City of Minot
Attn: Finance Director
P.O. Box 5006
Minot, ND 58702

SPACE ABOVE THIS LINE RESERVED FOR USE BY COUNTY RECORDER ONLY

MORTGAGE

1. **THIS MORTGAGE**, made this _____ day of _____, 202_, is between Minot Housing Authority, a North Dakota non-profit corporation, whose address is 108 Burdick Expressway East, Minot, North Dakota 58701, of the county of Ward and state of North Dakota, party of the first part and referred to herein as “Grantor”, and the City of Minot, whose mailing address is P.O. Box 5006, Minot, ND 58702 of the county of Ward and state of North Dakota, party of the second part and referred to herein as “City”,
2. **GRANT OF MORTGAGE.** For valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby mortgages and conveys to City, its heirs, executors, administrators, successors, and assigns, all of Grantor’s right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, water permits, and watercourses (including stock in utilities with water or irrigation permits or rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, coal, gravel, clay, scoria, gas, geothermal and similar matters, located in the county of Ward, state of North Dakota, described as follows, to wit (the “Real Property”):
 - a. Ramsad’s First Addition Lots 1 & 2 & N 25’ of Lot 3 Block 1
3. The Real Property or its physical address is commonly known as 108 Burdick Expressway East, Minot, North Dakota.
4. **DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

- a. **Façade Improvement Program Loan Agreement.** The term “Loan Agreement” shall mean that certain façade improvement program loan agreement entered into between Grantor and the City of Minot on _____, 202_.
- b. **Grantor.** The word “Grantor” shall mean Minot Housing Authority, a North Dakota non-profit corporation. The Grantor is the mortgagor under this mortgage.
- c. **Improvements.** The word “Improvements” means and includes without limitation all existing and future improvements, fixtures, buildings, structures, facilities, additions, replacements and other construction on the Real Property.
- d. **Indebtedness.** The word “Indebtedness” means all principal and any interest payable under the Note and any amounts expended or advanced by City to discharge obligations of Grantor or expenses incurred by City to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word “Indebtedness” includes all obligations, debts and liabilities, plus interest thereon, of Grantor to City, or any one of them, as well as all claims by City against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.
- e. **Lender.** The word “Lender” means the City of Minot (“City”). The City is the mortgagee under this Mortgage.
- f. **Mortgage.** The word “Mortgage” means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions.
- g. **Note.** The word “Note” means the note in the original principal amount of up to \$105,000 from Grantor to City, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.
- h. **Property.** The word “Property” means the Real Property.
- i. **Real Property.** The words “Real Property” means the property, interests and rights described above in the “Grant of Mortgage” section.
- j. **Related Documents.** The words “Related Documents” mean and include without limitation the Loan Agreement, lease agreements, promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

5. **THIS MORTGAGE, IS GIVEN TO SECURE (1) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS; AND (2) PAYMENT OF THE INDEBTEDNESS IF THE GRANTOR FAILS TO PERFORM ALL OBLIGATIONS UNDER THE MORTGAGE AND RELATED DOCUMENTS.**

6. **PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall strictly perform all of Grantor's obligations under this Mortgage and the Related Documents or Grantor shall pay to City all amounts secured by this Mortgage upon demand by City.
7. **POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:
 - a. **POSSESSION AND USE.** Until in default, Grantor may remain in possession and control of and operate and manage the Property.
 - b. **DUTY TO MAINTAIN.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.
 - c. **HAZARDOUS SUBSTANCES.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.W.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to City that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by City in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by City in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized use of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes City and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as City may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by City shall be for City's purposes only and shall not be construed to create any responsibility or liability on the part of City to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against City for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly

or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by City's acquisition of any interest in the Property, whether by foreclosure or otherwise.

- d. **NUISANCE, WASTE.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without the prior written consent of the City.
 - e. **REMOVAL OF IMPROVEMENTS.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of City.
 - f. **CITY'S RIGHT TO ENTER.** City and its agents and representatives may enter upon the Real Property at all reasonable times to attend to City's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.
 - g. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans with Disabilities Act, Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified City in writing prior to doing so and so long as, in City's sole opinion, City's interests in the Property are not jeopardized. City may require Grantor to post adequate security or a surety bond, reasonably satisfactory to City, to protect City's interest.
 - h. **LOAN AGREEMENT PERFORMANCE.** Grantor agrees to do and perform all things required of it under the Loan Agreement, and to keep the Loan Agreement in full force and effect. Grantor shall not modify, alter, amend, or terminate the Loan Agreement without written consent of City.
 - i. **DUTY TO PROTECT.** Grantor agrees to neither abandon nor leave the Property unattended. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.
8. **DUE ON SALE – CONSENT BY CITY REQUIRED.** City may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the City's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of the Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust

holding title to the Real Property, or by any other method of conveyance of Real Property interest, if any Grantor is a corporation, transfer also includes a change of stock ownership without prior City approval. However, this option shall not be exercised by City if such exercise is prohibited by federal law or by North Dakota law.

9. **TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Real Property are a part of this Mortgage.

- a. **PAYMENT.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Real Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Real Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of City under this Mortgage, except for the lien of taxes and assessments not due.
- b. **RIGHT TO CONTEST.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as City's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by City, deposit cash with City or a sufficient corporate surety bond or other security satisfactory to City in an amount sufficient to discharge the lien plus any costs or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and City and shall satisfy any adverse judgment before enforcement against the Real Property. Grantor shall name City as an additional obligee under any surety bond furnished in the contest proceedings.
- c. **EVIDENCE OF PAYMENT.** Grantor shall upon demand furnish to City satisfactory evidence of payment of the taxes or assessments, or of any lease rental payments, and shall authorize the appropriate governmental official to deliver to City at any time a written statement of the taxes and assessments against the Real Property, a statement of rent due or received under the Loan Agreement.
- d. **NOTICE OF CONSTRUCTION.** Grantor shall notify City at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Real Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of City furnish to City advance assurances satisfactory to City that Grantor can and will pay the cost of such improvements.

10. **PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Real Property are a part of this Mortgage.

- a. **MAINTENANCE OF INSURANCE.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of City. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to City. Grantor shall deliver to City certificates of coverage from each insurer containing a stipulation that coverage will not

be canceled or diminished without a minimum of ten (10) days' prior written notice to City and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by City and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

- b. **APPLICATION OF PROCEEDS.** Grantor shall promptly notify City of any loss or damage to the Real Property. City may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not City security is impaired, City may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Real Property, or the restoration and repair of the Real Property. If City elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to City. City shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which City has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to City under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If City holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.
- c. **UNEXPIRED INSURANCE AT SALE.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Real Property covered by this Mortgage at any foreclosure sale of such Real Property.
- d. **GRANTOR'S REPORT ON INSURANCE.** Upon request of City, however not more than once a year, Grantor shall furnish to City a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of City, have an independent appraiser satisfactory to City determine the cash value replacement cost of the Real Property.

- 11. **EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or with any provision of the Lease, or if any action or proceeding is commenced that would materially affect City's interests in the Property, City on Grantor's behalf may, but shall not be required to, take any action that City deems appropriate. Any amount that City expends in so doing will be (a) payable on demand; (b) added to the balance of the Note; (c) treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage will also secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which City may be entitled on account of the default. Any such action by City shall not be construed as curing the default so as to bar City from any remedy that it otherwise would have had.
- 12. **WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Real Property are a part of this Mortgage.

- a. **TITLE.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple subject to the Related Documents, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, City in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.
- b. **DEFENSE OF TITLE.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of City under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but City shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of City's own choice, and Grantor will deliver, or cause to be delivered, to City such instruments as Lender may request from time to time to permit such participation.
- c. **COMPLIANCE WITH LAWS.** Grantor warrants that the Real Property and Grantor's use of the Real Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

13. **CONDEMNATION.** The following provisions relating to condemnation of the Real Property are a part of this Mortgage.

- a. **APPLICATION OF NET PROCEEDS.** If all or any part of the Real Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, City may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Real Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by City in connection with this condemnation.
- b. **PROCEEDINGS.** If any proceeding in condemnation is filed, Grantor shall promptly notify City in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but City shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

14. **IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

- a. **CURRENT TAXES, FEES, AND CHARGES.** Upon request by City, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by City to perfect and continue City's lien on the Real Property. Grantor shall reimburse City for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.
- b. **TAXES.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by

this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the City or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

- c. **SUBSEQUENT TAXES.** If any tax to which this section applies I enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and City may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with City cash or a sufficient corporate surety bond or other security satisfactory to City.

15. SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

- a. **SECURITY AGREEMENT.** This instrument shall constitute a security agreement to the extent any of the Real Property constitutes fixtures or other personal property, and City shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.
- b. **SECURITY INTEREST.** Upon request by City, Grantor shall execute financing statements and take whatever other action is requested by City to perfect and continue City's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, City may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse City for all expenses incurred in perfecting or continuing this security interest.
- c. **ADDRESSES.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

16. FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

- a. **FURTHER ASSURANCES.** At any time, and from time to time, upon request of City, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to City, or to City's designee, and when requested by City, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as City may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of City, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, the now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by City in writing, Grantor shall reimburse City for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- b. **ATTORNEY-IN-FACT.** If Grantor fails to do any of the things referred to in the preceding paragraph, City may do so for an in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints City as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in City's sole opinion, to accomplish eh matters referred to in the preceding paragraph.
17. **FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, City shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing City's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by City from time to time.
18. **DEFAULT.** Each of the follow, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:
- a. **DEFAULT ON INDEBTEDNESS.** Failure of Grantor to make any payment when due on the Indebtedness.
 - b. **DEFAULT ON OTHER PAYMENTS.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent the filing of or to effect discharge of any lien.
 - c. **COMPLIANCE ON OTHER PAYMENTS.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.
 - d. **COMPLIANCE DEFAULT.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note, the Loan Agreement, or other Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after City sends written notice demanding cure of such failure; (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as is reasonably practical.
 - e. **DEFAULT IN FAVOR OF THIRD PARTIES.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of the Real Property or any Grantor's ability to repay the Loans or perform their respective obligations under this Mortgage or any of the Related Documents. Failure of Grantor to make any payment when due relating to the Real Property, or any other act of default under this Mortgage, the Note, the Loan Agreement, or other Related Documents.
 - f. **FALSE STATEMENTS.** Any warranty, representation or statement made or furnished to City by or on behalf of Grantor under this Mortgage, the Note, the Loan Agreement, or other Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

- g. **DEATH OR INSOLVENCY.** The dissolution (regardless of whether election to continue is made), or any other termination of Grantor's existence as a business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.
- h. **FORECLOSURE, FORFEITURE, ETC.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives City written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to City.
- i. **BREACH OF OTHER AGREEMENT.** Any breach by Grantor under the terms of any other agreement between Grantor and City that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to City whether existing now or later.

19. **RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, City, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

- a. **ACCELERATE INDEBTEDNESS.** City shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.
- b. **UCC REMEDIES.** With respect to all or any part of the Personal Property, City shall have all the rights and remedies of a secured part under the Uniform Commercial Code.
- c. **COLLECT RENTS.** Grantor shall have the right, prior to default or abandonment of the Property, to collect and retain the Rents as they become due and payable. The assignment of Rents contained in this Mortgage shall be effective until the payment of all indebtedness secured by this Mortgage, or in the event of foreclosure, until the period of redemption commences.
- d. **APPOINT RECEIVER.** City shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. City's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by City shall not disqualify a person from serving as a receiver.
- e. **JUDICIAL FORECLOSURE.** City may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

- f. **TENANCY AT SUFFERANCE.** If Grantor remains in possession of the Property after City becomes entitled to possession of the Property, Grantor shall become a tenant at sufferance of City or the purchaser of the Property and shall, at City's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.
- g. **OTHER REMEDIES.** City shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.
- h. **SALE OF THE PROPERTY.** To the extent permitted by applicable law. Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, City shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. City shall be entitled to bid at any public sale on all or any portion of the Property.
- i. **WAIVER; ELECTION OF REMEDIES.** A waiver by any part of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision nor any other provision. Election by City to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage, the Note, the Loan Agreement, or Related Documents after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

20. **NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep City informed at all times of Grantor's current address.

21. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

- a. **AMENDMENTS.** This Mortgage, together with the Note, the Loan Agreement, or Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- b. **APPLICABLE LAW.** This Mortgage has been delivered to City and accepted by City in the State of North Dakota. This Mortgage shall be governed by and construed in accordance with the laws of the State of North Dakota.
- c. **CAPTION HEADINGS.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions or this Mortgage.

- d. **MERGER.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of City in any capacity, without the written consent of City.
- e. **MULTIPLE PARTIES.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.
- f. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
- g. **SUCCESSORS AND ASSIGNS.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, City, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.
- h. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Mortgage.
- i. **WAIVERS AND CONSENTS.** City shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by City. No delay or omission on the part of City in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by City, nor any course of dealing between City and Grantor, shall constitute a waiver of any of City's rights or any of Grantor's obligations as to any future transactions. Whenever consent by City is required in this Mortgage, the granting of such consent by City in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

MINOT HOUSING AUTHORITY

By: _____
Its: _____

On this _____ day of _____, 202__, before me personally appeared _____, know to me to be the _____ of **Minot Housing Authority, a North Dakota non-profit corporation**, that is described in, and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

(Please Attach here)



TO: Mayor and Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: June 15, 2026

SUBJECT: AIRPORT EASEMENT AND REIMBURSABLE AGREEMENT - ENBRIDGE

I. RECOMMENDED ACTION

It is recommended City Council:

- 1. Authorize staff to negotiate the Reimbursement Agreement with Enbridge for an amount up to \$550,000;**
- 2. Authorize staff to negotiate the corridor easements and corresponding easement agreements with Enbridge in accordance with the FAA requirements;**
- 3. Authorize the Mayor to sign the final agreements; and**
- 4. Record the easement with Ward County Recorder.**

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The Minot International Airport is seeking federal funding for a full rehabilitation of Runway 8/26. Runway 8/26's Pavement Condition Index value is in fair to poor condition and requires rehabilitation per the recommendations in the airport's ongoing Phase 1 Design Alternatives Study project. In order to be eligible for federal funding, the airport needs to ensure the project is located on airport property to which it holds rights that meet the FAA's definition of "good title." During the study it was discovered that three existing easements including two with pipelines managed by Enbridge allows the utilities to access to the critical safety areas for Runway 8/26 and does not meet the FAA's requirements for "good title."

B. Proposed Project

The proposed easement, reviewed by the FAA, Enbridge and the city attorney, establishes new rights for Enbridge that are subordinated to airport use. The

utility easement is narrowed from a blanket easement to the existing corridor where the utilities lie and proposed connecting corridors if the pipeline needs relocation. The easement meets the FAA's requirements for "good title" and will enable the Airport to pursue federal funding for the rehabilitation of Runway 8/26, and all other projects in the future.

One of the existing pipelines crosses the Runway 26's runway safety area (RSA). Enbridge proposed a project to reduce the risk of damage to the pipeline and the aircraft in the event of an undershoot, overshoot, or veer-off (runway excursion) by an aircraft. The construction would be concurrent with the Runway 8-26 (East) rehabilitation to reduce the impact to the airport users.

C. Recommendation Detail

The FAA could withhold funding if the easements are not in place at the time of issuance.

NDAC has approved a 90% match of the proposed construction costs for the pipeline protection in the RSA.

This project is identified as a required infrastructure improvement through coordination between airport staff, FAA, and SEH staff. If approved, the proposed easement will be recorded with the Ward County Recorder.

City staff, SEH, FAA and Enbridge have been negotiating terms for a new easement and project for over a year.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

IV. IMPACT

A. Service/Delivery Impact:

Recording the easement will allow the airport to continue to adhere to FAA regulations that will allow the Airport to compete for future federal funding opportunities that accommodate further infrastructure development at the Minot International Airport.

The pipeline protection project would improve the RSA and reduce risk to the community.

B. Fiscal Impact

The anticipated cost of recording this easement is \$20.

Project Costs

Construction ROM	\$550,000
Administrative Fees	\$2,000
TOTAL	\$552,000

Project Funding

NDAC State Grant Funding (90%)	\$496,800
11050000-57200 Infrastructure	\$55,200
TOTAL	\$552,000

VI. ALTERNATIVES

1. An alternative the City Council could recommend is to leave the existing easement with Enbridge in place. The result will be the weakening of the airport's property rights and the loss of future federal funding opportunities.
2. An alternative the City Council could recommend is to reject the easement and direct City staff to negotiate different terms. The result would be to cause delays in the current runway rehabilitation project.



ORDINANCE NO. 6215

AN ORDINANCE ENACTING ARTICLE VI (SALES AND USE TAXES (MINOT PARK DISTRICT)), SECTIONS 28½-141 (DEFINITIONS), 28½-142 (COLLECTION AND ADMINISTRATION), 28½-143 (SALES TAX IMPOSED), 28½-144 (USE TAX IMPOSED), 28½-145 (GROSS RECEIPTS OF ALCOHOLIC BEVERAGES), 28½-146 (EXEMPTIONS), 28½-147 (CONTRACT WITH STATE TAX COMMISSIONER), 28½-148 (DEDICATION OF TAX PROCEEDS), 28½-149 (MAXIMUM TAX IMPOSED), AND 28½-150 (EFFECTIVE DATE) UNDER CHAPTER 28½ (TAXATION), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO IMPOSE A ONE-HALF PERCENT SALES AND USE TAX AND DEDICATE THE PROCEEDS THEREOF TO THE MINOT PARK DISTRICT TO FINANCE GENERAL PARK DISTRICT OPERATIONS AND FINANCE FUTURE CAPITAL IMPROVEMENT PROJECTS.

WHEREAS, the City of Minot is a political subdivision and home rule city in North Dakota possessing municipal powers and authority pursuant to its Home Rule Charter and the North Dakota Century Code (N.D.C.C.), including Title 40, N.D.C.C., and specifically those municipal powers codified in N.D.C.C. §§ 40-05-01 and 40-05.1-06; and

WHEREAS, the City of Minot's Home Rule Charter explicitly grants the City the power to impose a sales and use tax; and

WHEREAS, the City Council for the City of Minot, North Dakota (City of Minot) has been presented information and data from the Park District for the City of Minot (Minot Park District) for a plan to provide funding for Minot Park District operations and for future capital improvement projects of the Minot Park District through the use of an additional one-half percent (½%) gross retail sales and use tax; and

WHEREAS, the Minot Park District also proposes to reduce the property tax assessment cap on its general fund mills from 38 mills to 26 mills for a period of twenty (20) years, which cap shall sunset June 30, 2046, if the additional one-half percent (½%) sales and use tax is imposed and proceeds of the tax dedicated to Minot Park District operations and financing of future capital improvement projects; and

WHEREAS, the City of Minot has the authority and desires to impose a sales and use tax of one-half percent (½%), with proceeds of the taxes placed in a separate fund and dedicated and expended according to Article VI (Sales and Use Taxes (Minot Park District)) and Sections 28½ 121 – 150 as set forth in this ordinance; and

WHEREAS, it is mutually beneficial that the City of Minot and Minot Park District cooperate in providing financing for Minot Park District operations and future capital improvement projects through an additional one-half percent (½%) sales and use tax, allowing the Minot Park District to reduce the property tax assessment cap on its general fund mills from 38 mills to 26 mills for a period of twenty (20) years, for the benefit of community residents and surrounding area residents, provided a majority of City of Minot residents express their support by voting at a City election in favor of financing the Minot Park District operations and

future capital improvement projects through imposition of the additional one-half percent (½%) sales and use tax; and

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

§1. That Article VI (Sales and Use Taxes (Minot Park District)), Sections 28½-141 (Definitions), 28½-142 (Collection and administration), 28½-143 (Sales tax imposed), 28 ½-144 (Use tax imposed), 28½-145 (Gross Receipts of Alcoholic Beverages), 28½-146 (Exemptions), 28½-147 (Contract With State Tax Commissioner), 28 ½-148 (Dedication of Tax Proceeds), 28½-149 (Maximum Tax Imposed), and 28½-150 (Effective Date), under Chapter 28 ½ (Taxation), Code of Ordinances, City of Minot, North Dakota, are hereby enacted as follows:

ARTICLE VI – SALES AND USE TAXES (MINOT PARK DISTRICT)

Sec. 28½-141. Definitions.

All terms defined in chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2 of the N.D.C.C. are adopted by reference with respect to this article.

Sec. 28½-142. Collection and administration.

Where not in conflict with the provisions of this article, the provisions of chapters 40-05.1, 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2, N.D.C.C., and all administrative rules adopted by the tax commissioner, pertaining to the collection and administration of the retail sales, use, and gross receipts tax, including provisions for liability, refund, penalty, interest or credit, govern the administration by the North Dakota Office of State Tax Commissioner (hereinafter "tax commissioner") of the taxes imposed by this article.

Sec. 28 ½-143. Sales tax imposed.

Subject to the provisions of NDCC § 40-05.1-06, and except as otherwise provided by this article, or the sales and use tax laws of the State of North Dakota, a tax of one-half percent (½%) is imposed upon the gross receipts of retailers from all sales at retail, including the leasing or renting of tangible personal property, within the corporate limits of the City of Minot, North Dakota.

Sec. 28 ½-144. Use tax imposed.

Subject to the provisions of NDCC § 40-05.1-06, and except as otherwise provided by this article, or the sales and use tax laws of the State of North Dakota, an excise tax is imposed upon the storage, use, or consumption within the corporate limits of the City of Minot, North Dakota, of tangible personal property purchased at retail for storage, use, or consumption in this city, at the rate of one-half percent (½%) of the purchase price of the property. An excise tax is imposed on the storage use, or consumption within the corporate limits of the City of Minot, North Dakota of tangible personal property not originally purchased for storage, use, or consumption in this city at the rate of one-half percent (½%) of the fair market value of the property at the time it was brought into this city.

With respect to the purchase price of tangible personal property used by a contractor or subcontractor to fulfill a contract as defined in NDCC § 57-40.2-03.3, the tax imposed by this section applies only to bids submitted on or after the effective date of this article.

Sec. 28 ½-145. Gross receipts of alcoholic beverages.

This article recognizes enactment of new provisions under chapter 28½, taxation, article IV of the City of Minot Code of Ordinances, with the provisions of this article relating solely to implementation of city sales and use taxes. However, recognizing that article VII (alcoholic beverage gross revenues tax) of ½ of the Minot Code of Ordinances does not have a current expiration date, the terms and provisions of that existing ordinance and tax relating to gross receipts of alcoholic beverages remains intact and is not modified or terminated by this article.

Sec. 28 ½-146. Exemptions.

This article provides for exemptions from imposition and computation of the city sales and use tax for mobile homes, new farm machinery, and new farm irrigation equipment and for any additional exemption provided by state law.

Sec. 28 ½-147. Contract with tax commissioner.

The Minot Finance Director is authorized to contract with the tax commissioner for administration and collection of taxes imposed by this article. The City's Finance Director has all powers granted to the tax commissioner, and in the absence of a valid contract with the tax commissioner or failure of the tax commissioner to perform the delegated duties, shall perform these duties in place of the tax commissioner.

Sec. 28 ½-148. Dedication of tax proceeds.

The proceeds of the one-half percent (½%) tax authorized under this article (the "Minot Park District sales tax") shall be placed in a separate fund, which shall be dedicated exclusively to the Minot Park District to be expended for:

- (1) to provide general funds for Minot Park District operations and allow the Minot Park District to reduce its property tax assessments for a period of twenty (20) years; and
- (2) to provide financing for future capital improvement projects of the Minot Park District.

Proceeds from the tax imposed pursuant to this article may be used by the Park District to make direct payment for costs described hereinabove or may be pledged to pay debt service on bonds or other debt instruments which may be sold to finance such costs without submitting the question of such issuance to the voters of the city.

Sec. 28 ½-149. Maximum tax imposed.

Any patron or user paying a tax imposed by this article in excess of fifty dollars (\$50.00) upon any single transaction of one (1) or more items may obtain a credit or refund of the excess tax at the time of purchase directly from the vendor or request a refund of the excess tax payment by filing a request for refund upon the forms provided by the tax commissioner.

Sec. 28 ½-150. Effective Date.

This article shall be accepted after its passage and approval on second reading by the Minot City Council. This article and the Minot Park District sales tax authorized hereby shall remain in effect and continue to be collected while the original obligations, or extensions thereof, secured by the Minot Park District sales tax to construct the indoor turf facility remain outstanding, and thereafter until amended or repealed.

§2. Implementation Date of Amendments. The ordinance amendments shall be implemented on October 1, 2026.

§3. Effective Date. This ordinance shall be effective upon the later of second reading and final passage by the Minot City Council and approval by a majority of the electors voting in a election to be held on Tuesday, June 9, 2026 for the purpose of considering whether the ordinance should be ratified. If the voters fail to approve the ordinance, it shall not become effective.

§4. Expiration Date. This ordinance upon becoming effective shall remain in effect indefinitely unless repealed or amended in accordance with the Minot Code of Ordinances, but in no instance shall the tax be repealed or amended before June 30, 2046.

PASSED ON FIRST READING: February 2, 2026

PASSED ON SECOND READING: June 12, 2026

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Mayor