



City of Beach
153 East Main Street
PO Box 278
Beach, ND 58621-0278

Phone: 701-872-4103
Fax: 701-872-4924
Email & website:
cityofbeach@midstate.net
www.beachnd.com
2003 ND City of the Year
an equal opportunity
employer

Mayor
Walter Losinski
PO Box 907
Beach, ND 58621

City Council
Tom Marman
PO Box 613
Beach, ND 58621

Sarah Ross
PO Box 35
Beach, ND 58621

John Stonehocker
86 5th St. SW
Beach, ND 58621

Lynn Swanson
PO Box 26
Beach, ND 58621

Beverly Wolff
PO Box 1060
Beach, ND 58621

Andy Zachmann
PO Box 112
Beach, ND 58621

City Auditor
Kimberly Gaugler

Public Works Sup.
Randy Dietz

**City Council Meeting Agenda
City Hall – 153 E. Main Street
Tuesday, September 2, 2025 - 7:00PM**

1. Call Meeting to Order, stand as able for Pledge of Allegiance (NDCC 40-06-02)
2. Roll Call of Members
3. Additions or Corrections to the Agenda & Approval
4. Recognize Visitors & Public Participation
5. Review of August 18th Meeting Minutes & Approval
6. Review of Vouchers & Approval
7. Public Works Report
8. Auditor's Report
9. Committee Report(s)
10. Unfinished Business
11. New Business
 - Correspondence from Building Inspector Melvin Zent regarding an Order of Condemnation
 - Correspondence from Prairie Public Broadcasting requesting an extension to their original lease dated 9/22/1995
 - 2026 Law Enforcement Service Contract with Golden Valley County
 - Resolution 2025-18 for Financing Street Improvement District 2025-01, Improvement Bond, Series 2025B
12. Adjourn

NEXT REGULAR MEETING
Monday, September 15th

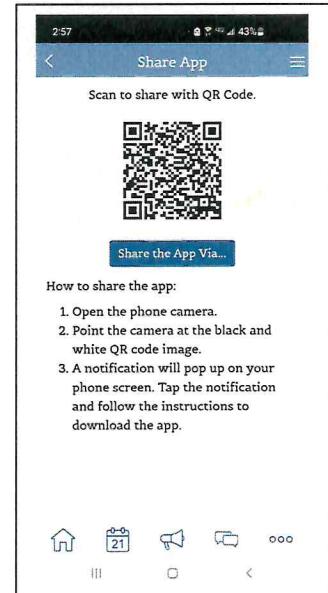
“Don’t be afraid. Be focused. Be determined. Be hopeful. Be empowered.”

Michelle Obama

Landfill winter hours (November 1st-April 30th): first and third Saturdays of the month: 9 am - 2 pm (be sure to check www.beachnd.com and the City's app for any changes/updates to the landfill hours)



See details about events on the Community Postings page of the city app!



CITY COUNCIL PROCEEDINGS
PUBLISHED SUBJECT TO THE GOVERNING BODY'S REVIEW AND REVISION

A regular meeting of the Beach City Council was called to order by Mayor Walter Losinski on Monday, August 18, 2025 at 7:00 p.m. Present when the meeting was called to order was City Council Tom Marman, Sarah Ross, Lynn Swanson-Puckett, John Stonehocker, Bev Wolff and Andy Zachmann, Public Works Superintendent Randy Dietz, City Auditor Kimberly Gaugler, Administrative Assistant Lea Massado, Sheriff Dey Muckle, Engineer Zac Ranisate, and guests Jordanna Garland, Ashley Lyman, Corlene Olson, and Isaac & Kelsey Dobrenz.

The Pledge of Allegiance was recited.

Roll call was taken. All members were present.

Swanson-Puckett moved to approve the agenda as presented, second by Wolff. Motion carried unanimously.

Public Participation

None

Minutes

Minutes of the meeting on August 4, 2025, were presented. Zachmann moved to approve the minutes, second by Stonehocker. Motion carried unanimously.

Engineer's Report

Engineer Ranisate reviewed his written report. **2025 Street and Utility Improvement Project** – APC completed the chip seal on August 16. We will proceed with project closeout. **2026 Main and Central Street Reconstruction** – 60% design milestone has been reached and plans have been reviewed with Street Committee, Public Works Supt. and City Auditor. 95% Final design will be around October 27th. Bid opening could be as soon as December 11th. Timeline is subject to change based on contractor availability to bid and conversations with BNSF. **Replat of Lot 6 & Lot 7, Block 4** – a preliminary map was prepared of what the area could look like if a portion of the lots were sold and 18' retained for alley access.

Sheriff's Report

Sheriff Muckle reviewed his written report for the month of July which consisted of 49 city calls, 1 written citation and 0 warning citations.

Public Works Report

PWS Dietz reported on projects being completed. PWS Dietz was excused from the meeting.

Auditor's Report

Gaugler reviewed her written report. Swanson-Puckett moved to approve the following expense budget amendments;

Pavilion Fund from \$0 to \$1,500 due to unexpected expenses.

City Sales Tax Fund from \$210,000 to \$400,000 due to increased expenses.

Mini Mall Fund from \$5,000 to \$26,000 due to increased expenses.

second by Wolff. Motion carried unanimously. Gaugler reviewed the financial report for the month of July. Zachmann moved to approve the financial report with a month end balance of \$2,865,763.22, second by Wolff. Motion carried unanimously. Zachmann moved to approve payments to Bank of ND for Water Treatment Assessment Warrant Series 2020 in the amount of \$13,400.00 and Utility Improvement Bond Series 2025 in the amount of \$5,297.20, second by Swanson-Puckett. Motion carried unanimously.

Committee Reports

Zoning – Marman reported the Zoning Board met this morning at 8 am. There was an Application for Conditional Use 82 1st Street SE added to the agenda. The Board wanted more information before proceeding.

Park Board – Zachmann couldn't attend the Park Board meeting but reported the swimming pool will be open on the weekends through the month of August.

Police – Ross reported the committee reviewed documentation from two dog bite incidents. One incident occurred on the property where the dog resides, and another incident occurred in the public right of way. Based on facts of the report that occurred in the public right of way, Ross moved that the owner of the dog is notified the dog needs to be on a leash if going into the public right of way and/or consider fencing their yard and a fine of \$25 be imposed for dog at large, second by Swanson-Puckett. Motion carried unanimously.

Unfinished Business

Bid submitted by Harley Salzman Post #5 for Original Townsite, Block 4, Lots 6 & 7. Marman suggests the city retain ownership. Zachmann moved to reject the bid of \$2,500 per lot, second by Marman. Motion carried unanimously.

New Business

An Application for Community Enhancement Funds submitted by Beach Youth Rec Sports was reviewed. Kelsey Dobrenz spoke on behalf of the organization stating there are over 70 youth from the community signed up for soccer this fall. Marman moved to approve the request for \$1,000, which will be paid to the Beach Park Board and designated for purchase of soccer goals and soccer balls, second by Swanson-Puckett. Motion carried unanimously.

Correspondence from Southwest Water Authority was read which provided information about Lead and Copper Rule Revision.

Correspondence was read from the Beach Tree Board which included their annual report. Marman recommends all street intersections be reviewed for visual obstructions that could become a hazard and/or liability to the city.

Correspondence was read from Golden Valley County Community Foundation regarding the fall grant application deadline of August 31.

Zachmann moved to adjourn, second by Wolff. Motion carried unanimously. Meeting adjourned at 8:00 p.m.

ATTEST:

Walter Losinski, Mayor

Kimberly Gaugler, City Auditor

Auditor's Report

Tuesday, September 2nd, 2025

1. As of August 29th, expenses for the year are \$6,288,597.01 and revenues collected are \$6,570,511.80. Eighty-seven percent (87%) of the amended expense budget has been spent.
2. Staff at the Tourist Information Center started May 23rd. Hours currently are 8am-4pm. Statistics of visitors are reported to ND Tourism on a quarterly basis. Since opening on May 23rd, staff have interacted and provided travel information to 7,035 tourists. Visitors have been from the following States: Alaska, Arizona, Florida, Georgia, Idaho, Illinois, Maine, Minnesota, Mississippi, New York, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Washington. International visitors have been from the following countries: Norway, Germany, Canada, Japan, France and Brazil.
3. Certified notice was mailed on August 6th to the property owner at 105 N Central Avenue of the violations that exist on the property. Notice was signed for on August 18th.
4. Payment to the Bank of ND in the amount of \$5,297.20 for interest and administration fee on the 2025 Street & Utility Improvement Project was made August 29th.
5. Payment to the Bank of ND in the amount of \$13,400.00 for principal, interest and administration fee on the 2025 Street & Utility Improvement Project was made August 29th.
6. On September 4th, the walk-in cooler and setup of brewing equipment at Dobre Brewhouse will take place. As of today, there is a total of \$11,880.42 remaining of the USDA Rural Business Development Grant. We intend to meet the deadline completion of September 30, 2025.
7. A Public Hearing is scheduled on September 15th at 7:30 p.m. for comment or questions on the Preliminary Budget for the year ending 2026. The amounts approved to be levied are:
General Fund \$207,880
City Specials \$17,000
Special Assessment Deficiency \$1,050
Emergency \$3,250
Total levy \$229,180
8. A Public Hearing is scheduled for September 15th at 7:45 p.m. on an Application for Zoning Change at Hunter's 3rd Addition, Block 3, Lots 7, 8, 9 from Residential-1 (R-1) to Highway Commercial (C-2) submitted by Joe & Sue Finneman. Legal notices were published for two weeks, and 18 property owners were mailed notice of the Public Hearing.
9. We continue to submit documentation to Point CPA for the 2023 Audit Review.
10. The North Dakota League of Cities Annual Conference will be in Bismarck on September 17th-19th. If you plan to attend, please let us know. We will submit your registration and secure lodging for you.
11. Please be sure to stay connected by checking our City social media sites for community messages.





**DAKOTA WEST
INSPECTION
SERVICES**

ORDER OF CONDEMNATION

Date: August 1, 2025

Aubrey Sikorski

3200 Division St.

Los Angeles, CA 90065-2056

Re: Dilapidated structure at 95 Central Ave. S, Beach, ND 58621

Legal Description: Lot 15 S1/2, Block 1, Original Plat to the City of Beach, ND 58621

On February 27, 2025 an initial property inspection was conducted at 95 Central Ave. S, Beach, ND regarding a dilapidated structure. A certified letter dated March 5, 2025 was mailed to you at your 3200 Division St., Los Angeles, CA 90065-2056 address in Los Angeles California indicating the condition of the structure with photos. This notice was delivered and signed for on March 12, 2025. You were granted 90 days to either have this structure brought into code compliance or have the structure demolished and the lot cleared of all debris. You also had the right to appeal this notice to the Beach City Council within 20 days of the original postmark notice. There was no appeal from you to the Beach City Council regarding this matter. The 20 day appeal expired on May 8, 2025.

On March 12, 2025, the 90 day notice to have this structure brought into code compliance or have the structure demolish expired on July 16, 2025. On July 28, 2025 a follow-up inspection was conducted of the property and verified that nothing has been done to the property. Additional photos are attached to this condemnation notice indicating no repairs have been made to the structure.

On August 1, 2025 a notice of condemnation and demolition was sent to the City of Beach with a carbon copy mailed to you at your 3200 Division St., Los Angeles, CA 90065-2056 address in Los Angeles, CA 90065-2056. This notice dated August 1, 2025 will be placed on the City Council agenda which will be held on September 2, 2025. The notice dated August 1, 2025 is a request for the Beach City Council to move forward with the condemnation and demolition of the property. You were also requested to be at this meeting on September 2, 2025.

701-483-2618 • Cell: 701-260-1867 • Email: mjzent@ndsupernet.com
3247 Lakeview Drive • Dickinson, ND 58601

SPECIALIZED IN PRIVATE INSPECTIONS: Single Family, Multi-Family, Light Commercial
CERTIFIED IN: Building Inspection and Plumbing Inspection

This notice dated August 1, 2025 is to inform you that the city will be moving forward with the condemnation and demolition of the property located at 95 Central Ave. S., Beach, ND 58621. This property is further recorded as Lot 15-S1/2, Block 1, Original Plat to the City of Beach. All costs incurred with the demolition of this property and the lot cleaned of all debris and all holes filled for proper drainage will be assessed to this property. Mr. Siborski, if you wish to reverse the motion that will be made by the Beach City Council on September 2, 2025, you are required to attend the City of Beach's Council Meeting and provide a plan for repairs on this building. If there is no response to the City Auditor for this matter to be placed on the next City Council meeting, the Beach City Council will move forward with a motion for condemnation and demolition of this property.

Your cooperation in this matter will be greatly appreciated.

Thank you



Melvin Zent
City Building Inspector

Certified Mail

CC: Beach City Auditor





Photo 1



Photo 2.



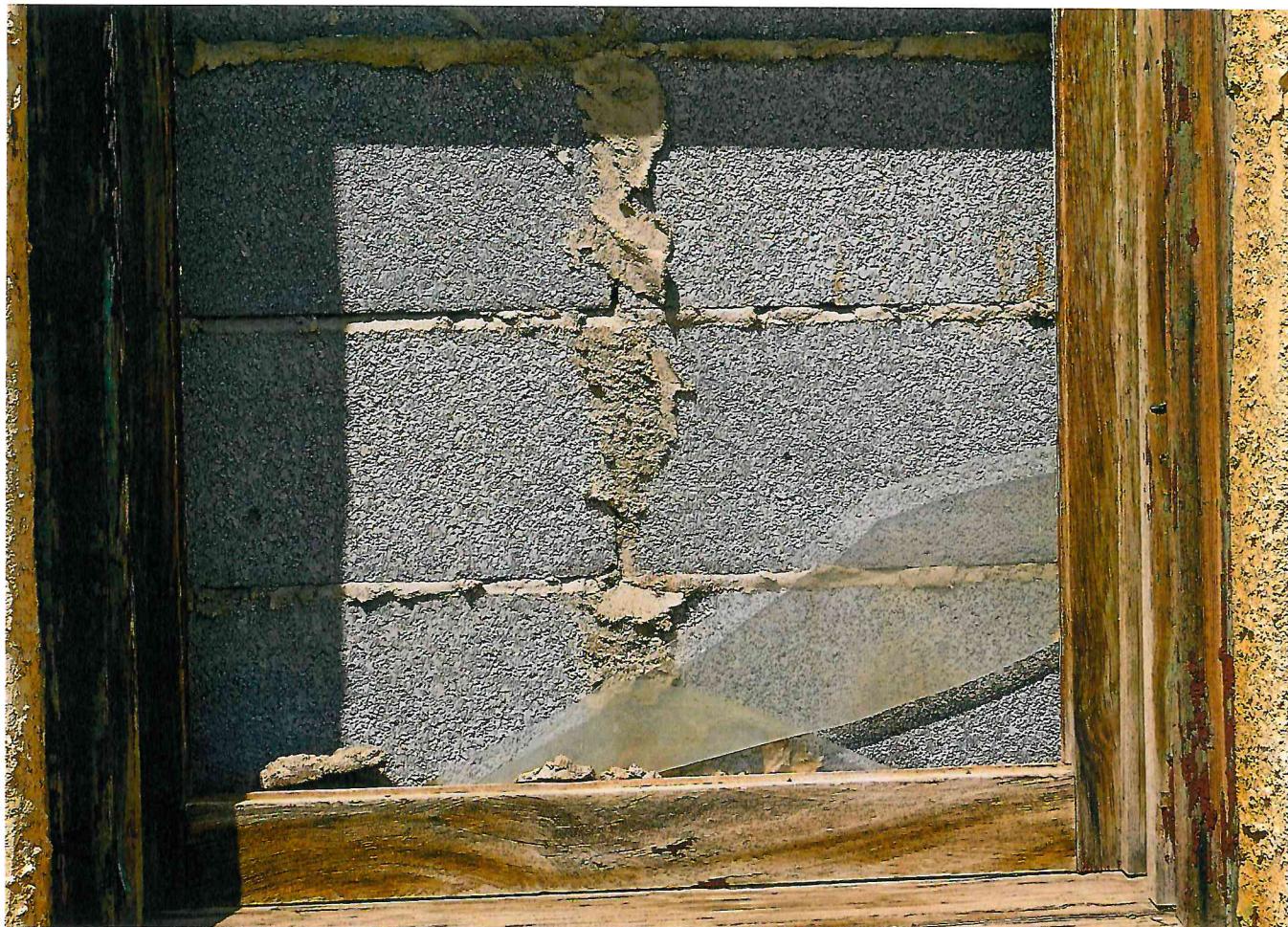


Photo 5



Photo 6

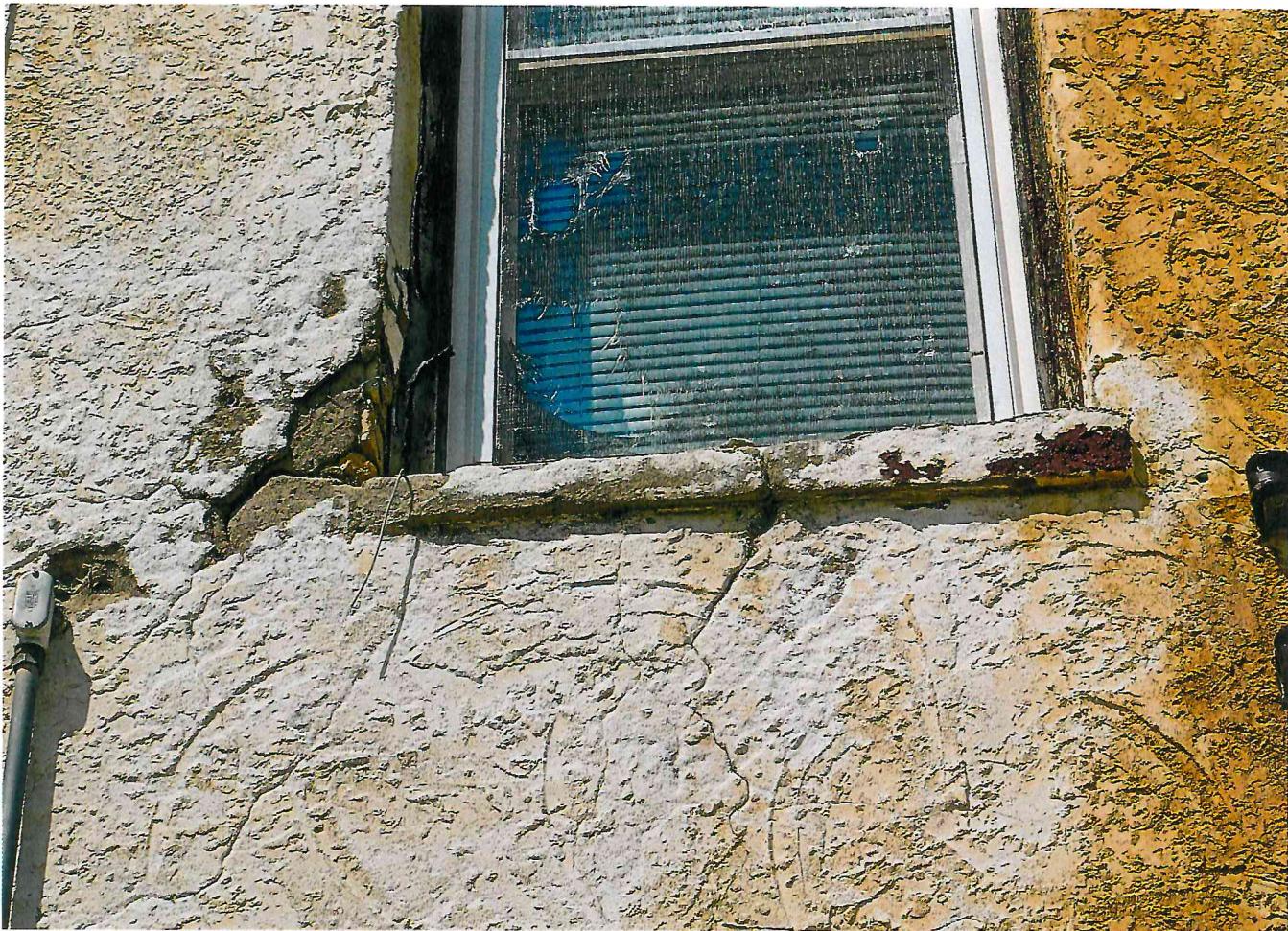


Photo 7



Photo 8



Photo 9



Photo 10

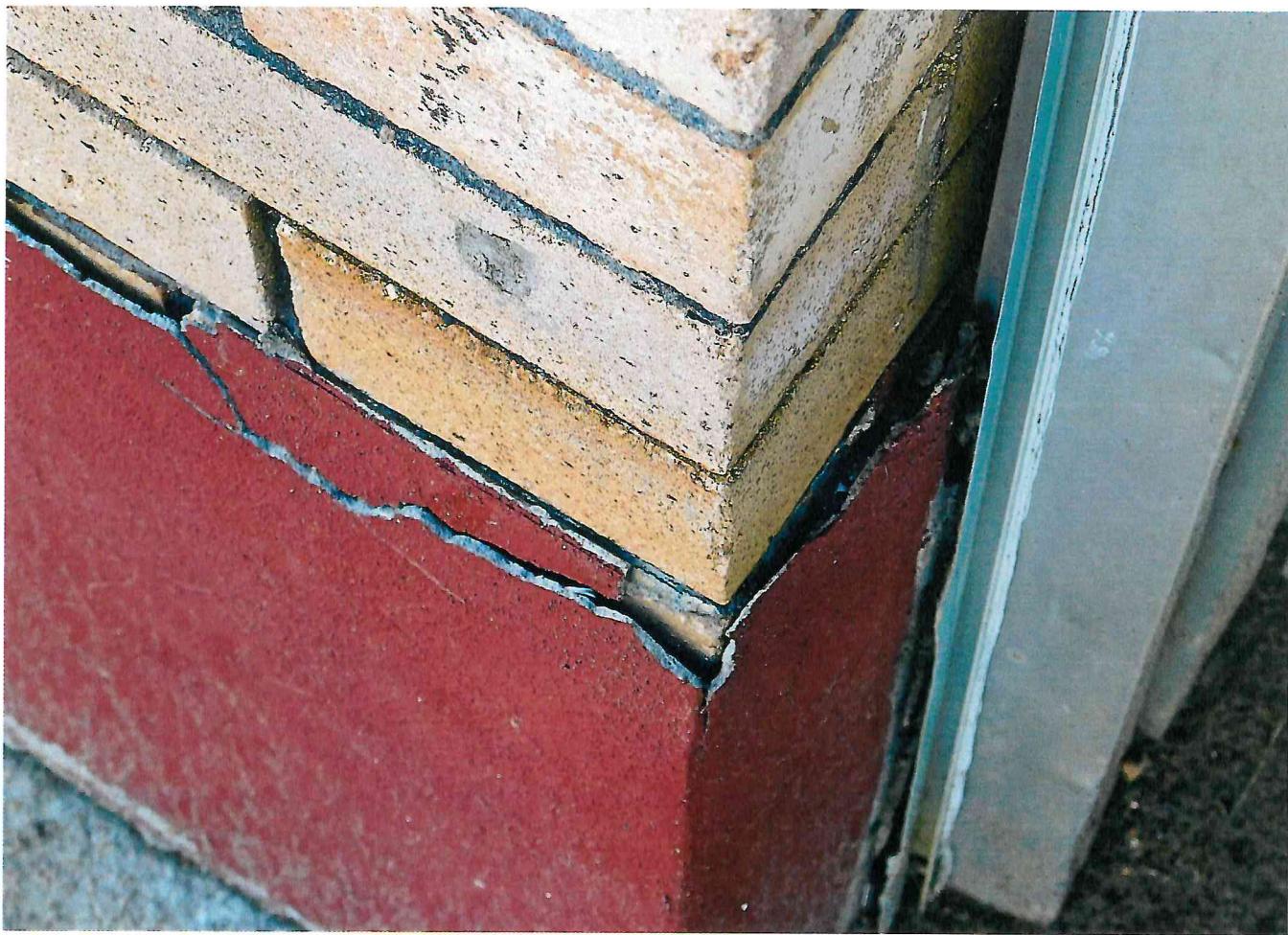


Photo 11



Photo 12



Photo 13



Photo 14

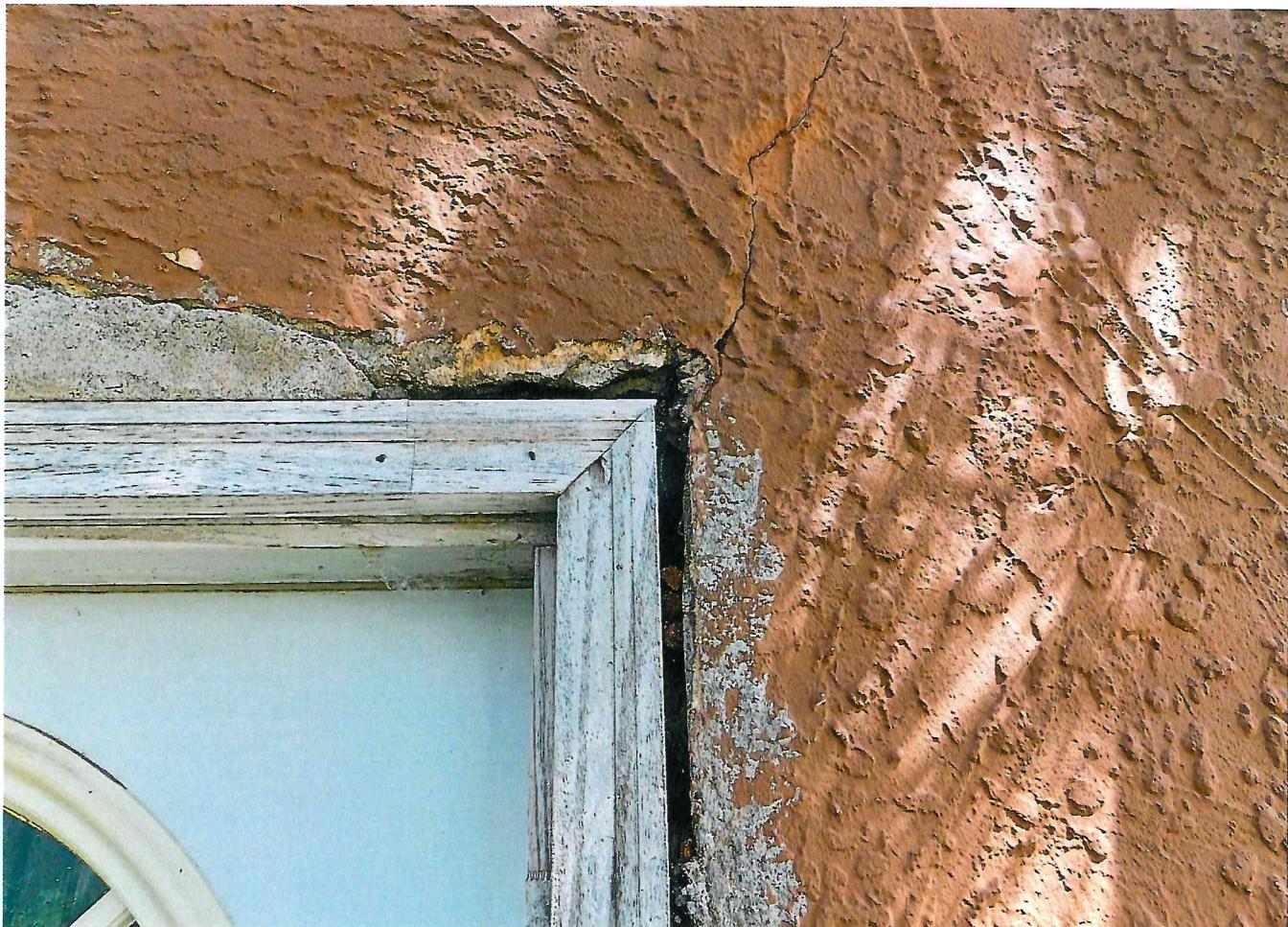


Photo 15



Photo 14



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Prairie Public Broadcasting, Inc.
Television
Radio
Education Services
Enterprises

August 15, 2025

City of Beach
PO Box 278
Beach ND 58621

To Whom It May Concern:

This letter serves as formal notification of Prairie Public Broadcasting's desire to extend our lease with you for an additional term of thirty years. A copy of the lease is included for your reference. We agree to continue with the conditions contained in the original lease dated September 22, 1995, and agree to the yearly lease payment of **\$300.00** for electrical power, to be invoiced by the City of Beach. Parties can mutually agree to adjust the annual rate payment as necessary to reflect utility rate changes in the future. This thirty-year lease extension shall terminate September 20, 2055.

If you have any questions please call me at 701-239-7504. We look forward to continuing this mutually beneficial relationship and very much appreciate allowing us to locate our FM translator equipment on the city water tower.

Sincerely,

A handwritten signature in black ink that reads "Jack W. Anderson".

Jack W. Anderson
Director of Engineering

Enc.

Corporate Offices
207 North 5th Street
PO Box 3240
Fargo ND 58108-3240
701-241-6900 800-359-6900
701-239-7650 Fax

Bismarck Office
1814 North 15th Street
Bismarck ND 58501
701-224-1700
701-224-0555 Fax

Prairie Public, Manitoba
PO Box 2640
Winnipeg MB R3C 4B3

www.prairiepublic.org
info@prairiepublic.org

84148

LEASE

LEASE made this 22nd day of September, 1975, between THE CITY OF BEACH, P.O. Box 278, Beach, ND 58621, called "Landlord," and PRAIRIE PUBLIC BROADCASTING, INC., a North Dakota nonprofit corporation, 207 North Fifth Street, Fargo, North Dakota 58102, called "Tenant."

1. **CONSIDERATION.** In consideration of the rental and the covenants in this Lease, Landlord leases to Tenant the following premises.
2. **LEASED PREMISES.** Beach City Water Tower, located at the south side of Beach, North Dakota.
3. **USE.** Tenant will use the premises for the construction, operation and maintenance of FM translator broadcasting and receiving equipment, including without limitation top mounted antenna support system, antennas, coaxial interconnect cables and wall-mounted equipment enclosure for transmitting and receiving equipment. All installation plans shall be approved by Landlord before construction.
4. **TERM.** The term of this Lease is thirty (30) years beginning on Tenant's exercise of option to lease and ending thirty (30) years later. Tenant shall have the option to renew this Lease for one (1) additional thirty (30)-year term at comparable fair market rental. Tenant may exercise its option to renew the term of this Lease by giving written notice to Landlord not less than thirty (30) days prior to the end of the term. Notice shall be delivered in person to Landlord or deposited in the U.S. mail, postage prepaid, or certified mail, return receipt requested, addressed to Landlord at the address stated in this Lease, or such other address as Landlord shall designate in writing to Tenant.
5. **RENT.** Tenant shall pay Landlord annual rent of --NO Dollars-- (\$0.00).
6. **EASEMENTS.** Tenant shall have an easement for reasonable ingress and egress over Landlord's adjacent property for construction, operation, maintenance of Tenant's improvements, and access to the premises.
7. **POWER REQUIREMENT.** Landlord shall provide Tenant 120 volt AC power to operate broadcasting equipment 24 hours per day. Total power required shall not exceed 50 watts. Required electrical circuit will be wired from Landlord's circuit breaker panel to Tenant's equipment enclosure at Tenant's expense.
8. **TENANT IMPROVEMENTS.** All fixtures, equipment and improvements ("Tenant Improvements") that Tenant shall make to the premises shall remain Tenant's personal property. Tenant shall have the right to remove Tenant Improvements at any time during the lease term and Tenant shall remove Tenant Improvements on the premises within six months after termination of the Lease. Tenant will restore the land to its approximate original contour after completion of construction on termination of the Lease. Landlord acknowledges that Tenant Improvements were funded through a grant from the U.S. Government and that all rights of the Landlord, if any, to Tenant Improvements are subject and subordinate to the rights of the U.S. Government to Tenant Improvements. Landlord waives any interest or lien he may have or subsequently acquire on any of Tenant Improvements. Landlord agrees that the U.S. Government to the extent it has any interest in Tenant Improvements, shall also have the right to remove Tenant Improvements at any time during the Lease or within six months after termination.
9. **INDEMNITY.** Tenant shall indemnify and hold Landlord harmless from any liability resulting from the use of or travel to and from the premises by Tenant, its contractors, agents and employees.

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10. **TENANT TERMINATION.** Tenant may terminate this Lease at any time by giving thirty (30) days' written notice to Landlord.
11. **LANDLORD'S USE.** Landlord may use the premises for any purpose which does not interfere with Tenant's use.
12. **DEFAULT.** In the event Tenant violates any of the terms, conditions or covenants on the part of Tenant herein contained and fails to remedy the same within 120 days after written notice thereof is given by Landlord to Tenant and to the U.S. Government, Landlord shall have the right to terminate this Lease in accordance with the laws of the State of North Dakota. Notice to the Tenant and to the U.S. Government must be in writing and addressed as follows:

Tenant:

Prairie Public Broadcasting, Inc.
 Attention: President
 207 North 5th Street
 P.O. Box 3240
 Fargo, ND 58108-3240

U.S. Government:

U.S. Department of Commerce
 Office of Federal Assistance
 Room H-6054
 14th Street and Constitution Avenue NW
 Washington, DC 20230

Landlord agrees that the U.S. Government shall have the right to cure any default on behalf of Tenant.

Landlord
 (CORPORATE SEAL)



THE CITY OF BEACH, Landlord

By: Patricia J. Lynch
 PAT LYNCH, its Mayor

PRAIRIE PUBLIC BROADCASTING, INC., Tenant

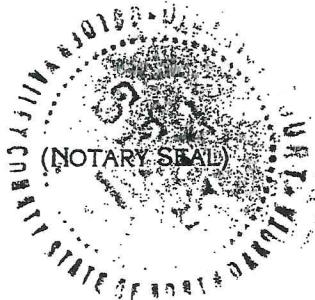
By: Ann Clark
 ANN CLARK, its Administration Manager

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Pg 3

STATE OF NORTH DAKOTA
COUNTY OF Golden Valley

The foregoing instrument was acknowledged before me this 26th day of
September, 1995, by PAT LYNCH, the Mayor of THE CITY OF BEACH.



Cynthia Meek, Clerk of Court
Notary Public
Golden Valley County, North Dakota
My Commission Expires: 12-31-98

STATE OF NORTH DAKOTA
COUNTY OF CASS

The foregoing instrument was acknowledged before me this 21 day of
SEPTEMBER, 1995 by ANN CLARK, the Administration Manager of PRAIRIE
PUBLIC BROADCASTING, INC., a North Dakota nonprofit corporation, on behalf of the
corporation.



Mark Lande
Notary Public
Cass County, North Dakota
My Commission Expires:

MARK LANDE
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires Oct. 20, 1996

OFFICE OF REGISTER OF DEED
GOLDEN VALLEY COUNTY
STATE OF NORTH DAKOTA
FILED FOR RECORD THIS 5th
DAY OF March, 1996 AT 10:00 A.M.
AND RECORDED AS DOCUMENT
NO. 84148 OF MICROFILM RECORDS.

Cynthia Meek
REGISTER OF DEEDS #13pd

Susan Dvorak DEPUTY

Return to: Jeffries, Olson & al.
PO Box 9
Moorhead, MN 56560



GRANTOR
GRANTEE
TRACT

Indexed against:
Date 748 - Blk. 3.
Huntie 4th Ad. - Beach

LAW ENFORCEMENT SERVICES CONTRACT

THIS AGREEMENT, made and entered into effective the 1st day of January, 2026, by and between Golden Valley County, North Dakota, a political subdivision of the State of North Dakota, hereafter referred to as "COUNTY", and the City of Beach, North Dakota, a political subdivision of the State of North Dakota, hereafter referred to as "CITY".

PURPOSE

CITY desires to secure law enforcement services through the Golden Valley County Sheriff's Office. CITY and the COUNTY believe it to be advantageous and cost-effective to contract for law enforcement services, rather than having two separate law enforcement agencies in Golden Valley County resulting in a duplication of manpower contrary to the best interest of the taxpayers of COUNTY and CITY.

CITY and COUNTY believe that the law enforcement services in COUNTY and CITY will be enhanced through a cooperative agreement with COUNTY providing such services to CITY.

NOW, therefore it is stipulated and agreed between the parties as follows:

DESCRIPTION OF SERVICE

1. COUNTY hereby agrees, through the Sheriff of Golden Valley County, to provide police and law enforcement services, protection, coordination and supervision within the corporate limits of CITY with such services to encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by a sheriff of COUNTY under the statutes of this state as well as the exercise of the police powers and duties of a city police officer through the enforcement of local ordinances.
2. CITY hereby empowers the Sheriff of COUNTY, and all of his appointed deputies, to exercise all police powers and duties of a city police officer while enforcing local ordinances.

3. COUNTY, through the County Sheriff, hereby agrees to provide to CITY a minimum of forty (40) hours per week at \$56.27 an hour for the investigation of ordinance violations and patrol within the city limits and to be on call for the handling of emergencies and the investigation of statutory violations within the city limits twenty-four (24) hours a day, seven (7) days a week. It is understood by both parties that COUNTY, through the County Sheriff, will not tow, impound and store motor vehicles or trailers; and will not transport, impound, or seize animals, exotic pets or fowl, unless otherwise required by the North Dakota Century Code.

PAYMENT FOR SERVICES

CITY agrees to pay COUNTY the sum of Nine Thousand Seven Hundred Fifty Three Dollars, and Forty Six Cents (\$9,753.46) per month for the services set forth herein. Payment shall be made on or before the 9th day of the month following the provision of services.

RELATIONSHIP OF PARTIES

CITY and COUNTY intend that the services to be performed by COUNTY through the Sheriff's Office are those of an independent contractor. No agent, employee, or servant of COUNTY shall be considered employees, agents, or servants of CITY. CITY is interested only in the results obtained under this agreement, the manner and means of conducting the services are under the sole control of COUNTY through the Sheriff, provided the work is done in the usual and customary manner for providing law enforcement services. None of the benefits provided by CITY towards its employees, agents, or officers, including but not limited to, compensation, insurance, unemployment insurance, retirement benefits are available from CITY to the employees of COUNTY. COUNTY will be solely and entirely responsible for its acts and for the acts of performance of this agreement.

EQUIPMENT

COUNTY agrees to furnish all required equipment and vehicles necessary to perform the law enforcement services provided under this agreement. Ownership of all radios and equipment shall remain with COUNTY and, upon termination of this agreement, COUNTY shall retain its equipment and vehicles.

ADMINISTRATION

The County Sheriff shall be responsible for providing the services requested and required by CITY under this agreement. The Sheriff shall have full supervisory control over all deputies providing any part of the service pursuant to this agreement and such deputies shall answer solely to the Sheriff. The Sheriff shall be fully responsible for scheduling and providing the services under this agreement in his sole discretion.

CITY agrees to appoint two (2) members of the City Council to act as liaisons with the County Sheriff to provide the Sheriff with recommendations for the improvement of the services under this agreement to CITY. Any complaints received by either party shall be referred to the County Sheriff with responses to be appropriated to the complaint at the Sheriff's discretion.

REPORTS

The Sheriff shall make at least monthly reports of the activities of his department to the City Council, containing the information and in the form requested by the Council.

ASSISTANCE

To facilitate the performance of the functions required by this agreement, CITY agrees to provide full cooperation and assistance to COUNTY and the Sheriff's Office, its officers, agents and employees.

TERM

This contract shall run for a term from January 1, 2026 to December 31, 2026, and shall be automatically renewed from year to year on the same terms unless notice of termination is provided by either party to the other at least 120 days prior to the expiration of any annual term.

The City of Beach, by resolution duly adopted by its City Council has caused this agreement to be signed by its mayor and attested to by its Auditor and the County of Golden Valley County by order of its Board of County Commissioners, has caused this agreement to be subscribed by the Chairman of the Board of County.

Commissioner of Golden Valley County and attested to by the County Auditor of Golden Valley County, on this date.

ATTEST:

CITY OF BEACH

BY: _____

Kim Gaugler, Auditor
City of Beach

BY: _____

Walter Losinski, Mayor

DATED: _____

ATTEST:

COUNTY OF GOLDEN VALLEY

BY: _____

Tamra Sperry, Auditor
County of Golden Valley

BY: _____

Adam Smith, Chairman
Board of Co. Commissioners

DATED: _____

APPROVED:

BY: _____

DATED: _____

Dey Muckle, Sheriff
Golden Valley County

2025-18

\$3,424,000

CITY OF BEACH, NORTH DAKOTA
STREET IMPROVEMENT DISTRICT NO. 2025-01
(MAIN AND CENTRAL STREET RECONSTRUCTION)
IMPROVEMENT BOND, SERIES 2025B
(INFRASTRUCTURE REVOLVING LOAN FUND)

FINANCING RESOLUTION

BE IT RESOLVED by the City Council (the "Council") of the City of Beach, Golden Valley County, North Dakota (the "City"), as follows:

1. **AUTHORITY.** It is hereby found, determined and declared that the City has heretofore duly created Street Improvement District No. 2025-01 (Main and Central Street Reconstruction) (the "Improvement District") and has ordered, received and approved plans and specifications, and estimates of the cost for the construction of roadway improvements consisting of, but not limited to, utility work, drainage improvements, grading, replacing curb, gutter and sidewalk and full road reconstruction (the "Project" or "Improvements"); that the Council determined the necessity of constructing the Project; and, where applicable, by petition or after giving the owners of property liable to be specially assessed therefor the opportunity provided by law to protest against the construction of the Improvements, it was determined that protests sufficient to divest the City and the Council with reference to the making of the Improvements had not been filed or a petition having been received; that contracts for construction of the Improvements have been duly awarded and executed; that the contracts and contractors bonds have been and are hereby approved; that the City possesses and has power to exercise through this Council full and exclusive jurisdiction over all utilities, streets and places wherein the Improvements are located; that the total cost of the Improvements in excess of any other funds on hand and appropriated for the payment of such cost, including reimbursing other funds of the City for any amounts temporarily advanced to meet immediate expenses of the Improvements is estimated to be not less than \$3,424,000, which is expected to be financed by improvement warrants or bonds; that the total benefits to all lots, tracts and parcels of land liable to be specially assessed for benefits resulting from the Improvements in the Improvement Districts will not be less than the cost of the Improvements to be assessed against the properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to the issuance and sale of the improvement bonds to provide moneys to pay for the Improvements have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required. The Project will comply with all Americans with Disabilities regulations and requirements per the North Dakota Department of Transportation.

2. **AUTHORIZATION AND SALE OF THE BOND.** Pursuant to the authority of Section 40-24-19 of the North Dakota Century Code ("N.D.C.C.") and in anticipation of the collection of

special assessments, utility revenues and taxes, if any, and for the purpose of borrowing money to pay the cost of the Improvements, the City hereby authorizes and directs the issuance of its Improvement Bond, Series 2025B in the aggregate principal amount not to exceed Three Million Four Hundred Twenty Four Thousand Dollars (\$3,424,000) (the “Bond”). The principal of the Bond shall be advanced by the Bank of North Dakota (“BND”) in installments as provided in the Loan Agreement entered into between BND and the City of even date with the Bond (the “Loan Agreement”). Principal payments of the Bond shall be made on May 1 and November 1 of each year, commencing May 1, 2027 in an amount determined by BND to be sufficient to amortize the outstanding principal over the remaining term of the Bond, with a final maturity date of May 1, 2046, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with the Loan Agreement. The preliminary amortization schedule has been presented to the Council at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

The Bond shall be issued as a single bond in fully registered form, shall bear interest from the date of the first loan advance until paid at the rate of 2.00% per annum and shall mature on May 1, 2046, subject to redemption and prepayment as provided herein. The Bond shall be dated September 15, 2025.

Interest shall be payable on May 1 and November 1 in each year commencing on May 1, 2026 (“Interest Payment Date”) and shall accrued on the amount of the Bond proceeds advanced by BND and outstanding from the date of such advance to the Interest Payment Date (calculated on the basis of a 360-day year consisting of twelve months of 30 days each). The principal of and interest on the Bond shall be payable at the office of BND, Bismarck, North Dakota.

The City has received an offer to purchase the Bond from BND at a price of \$3,424,000 and upon the further terms and conditions hereinafter set forth, in the Loan Agreement, the commitment letter dated August 14, 2025 (the “Commitment Letter”) and pursuant to the requirements of the Infrastructure Revolving Loan Fund, N.D.C.C. Section 6-09-49. The City hereby accepts the offer of BND to purchase the Bond at a price equal to one hundred percent (100%) of the principal amount advanced, plus accrued interest. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the “Authorized Officers”) with such modifications as may be approved by the Authorized Officers, such execution to be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

3. FORM OF BOND. The Bond shall be printed in substantially the form on file with the City Auditor and shall contain a recital that it is issued pursuant to Section 40-24-19, N.D.C.C. The Bond shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the City by the manual signatures of the Mayor and City Auditor. When executed, the Bond shall be delivered by the City Auditor to BND upon payment of the initial advance.

4. REDEMPTION. The Bond is subject to redemption at the option of the City on any date with the written consent of BND, in whole or in part, at a price equal to the principal amount

thereof to be redeemed plus accrued interest to the redemption date. If redeemed in part, BND shall provide a revised principal payment schedule to amortize the Bond over the remaining term. The principal of the Bond shall be subject to mandatory redemption on May 1 and November 1 in the years and amounts set forth on the amortization schedule, subject to adjustment based on the actual principal amount advanced by BND.

Unless waived by the owner of the Bond, official notice of any such redemption shall be given by the City Auditor on behalf of the City by mailing a copy of any official redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Bond to be redeemed at such address as is furnished in writing by such registered owner. Official notice of redemption having been given as aforesaid, the Bond or portion of the Bond so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or portions of the Bond shall cease to bear interest. Installments of interest due on or prior to the redemption date shall be payable as provided herein for payment of interest.

5. STREET IMPROVEMENT DISTRICT No. 2025-01 FUND. There is hereby created a special fund of the City for the Improvement District, designated as Street Improvement District No. 2025-01 Fund (the "Fund"). The Fund shall be held and administered by the City Auditor separate and apart from all other funds of the City and shall be continued and maintained as herein directed until the Bond shall have been fully paid with interest. In the Fund there shall be maintained two (2) separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

There shall be credited to the Construction Account advances of the principal of the Bond. Costs and expenses of making the Improvements, including interest coming due during construction, costs of issuance and payment of any temporary bonds, shall be paid from time to time as incurred and allowed from the Construction Account and moneys in the Construction Account shall be used for no other purpose, provided, that if upon completion of the Improvements and approval thereof by the Engineer for the City, and payment of all claims and expenses in respect to the Improvements, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other moneys in that account.

There shall be credited to the Principal and Interest Account in the Fund (i) the revenues from the City's utilities to the extent appropriated by the Council, (ii) the entire amount of special assessments collected from the Improvement District, (iii) any taxes levied with respect to the Improvements to pay any deficiency, and (iv) any balance remaining in the Construction Account after completion of the Improvements. Moneys in the Principal and Interest Account shall be used only for payment of the principal of and interest on the Bond and the Administrative Fee as such payments become due. The moneys and investments in the Principal and Interest Account are irrevocably pledged and appropriated to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable for that purpose only.

6. **RESERVE ACCOUNT.** A separate reserve account will not be established within the Fund.

7. **LEVY OF SPECIAL ASSESSMENTS.** With respect to the Improvement District, the City covenants and agrees with the holders of the Bond drawn on the Fund of the Improvement District that it will perform, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement District benefitted by the Improvements, in an aggregate amount not less than the cost of the Improvements to be paid from the Bond. The City will cause the installments of special assessments as finally confirmed by the City to be annually certified to the Golden Valley County Auditor for collection with the general taxes chargeable against the property in the Improvement District, except to the extent that payment is provided for by dedication of a portion of the revenues or service charges, if any, available to the City pursuant Section 40-22-16, N.D.C.C. and except an amount not exceeding one-fifth (1/5) of the cost of the Improvements and not exceeding any applicable constitutional or statutory debt limit, as the City may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. The City will continue to cause annual certification of balances of special assessments unpaid for the Improvement District to be certified for repayment over a period of years, pursuant and subject to Section 40-24-11, N.D.C.C. The City will forgive, rebate, or otherwise reduce special assessments to the amount necessary to match total Project costs, and any loan forgiveness. Special assessments will be first certified for collection as follows, and shall be certified and collected annually thereafter:

<u>Improvement District</u>	<u>Repayment Period (Years)</u>	<u>Year Of First Levy</u>	<u>Year Of First Collection</u>
Street Improvement District No. 2025-01	20	2026	2027

Installments of the special assessments from time to time remaining unpaid shall bear interest at an annual rate not exceeding one and one-half percentage points (1½%) above the average net annual interest rate on the Bond. Prior to November 1 of each year the City shall determine the amount of utility revenues, if any, or any other sources, to be appropriated to the Principal and Interest Account to pay the principal and interest on the Bond coming due in the following year. The City shall direct the Golden Valley County Auditor to reduce, by a proportionate amount, the total amount of special assessments that would otherwise be placed on the tax lists of the City to the extent utility revenues or other sources are appropriated to pay the Bond. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by the Council or by any City officers or employees, whether in the making of the assessment or in the performance of any condition precedent thereto, the City and this Council covenant and agree that they will forthwith do all such further acts and take all further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract.

8. **GENERAL OBLIGATION OF THE CITY.** With respect to the Fund, the City hereby recognizes its obligation with respect to the Bond drawn against the Fund, as set forth in Section

40-26-08, N.D.C.C., that whenever all revenues, special assessments and taxes, if any, collected for the Improvements are insufficient to pay principal of or interest then due on the Bond, the Council shall thereupon levy a tax upon all taxable property in the City for the payment of such deficiency; provided, that if the Bond has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, N.D.C.C., such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the City and this Council under the provisions of the Section 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in the Fund within one year, and it is hereby declared to be the policy of the City that the Council will annually review the current requirements and resources of the Fund, at the time of the preparation of and hearing on the municipal budget, in accordance with the provisions of Chapter 40-40, N.D.C.C., to the end that provision may be made in each annual budget for any deficiency in the Fund which is deemed likely to occur within one year. Such taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Fund and applied as provided in paragraph 5 hereof.

9. REFUNDING BONDS. With respect to the Fund, the City reserves the right and privilege of refunding any installments of principal of the Bond which are past due, or the redemption or exchange of which the holder thereof shall have consented, and for the payment of which moneys are not at the time available in the Fund, by issuing refunding bonds pursuant to the provisions of Section 40-27-06, N.D.C.C. Such refunding bond shall be payable from the Fund on a parity with the Bond theretofore issued which remain outstanding. With respect to the Fund, the City also reserves the right to issue additional improvement bonds for the payment of the cost of the Improvements in the Improvement District if the actual cost of the Improvements should be greater than has been estimated, such additional bonds to be payable from the Fund on a parity with the Bond.

10. AUTHENTICATION, REGISTRATION AND TRANSFER. Books for the registration and for the transfer of the Bond as provided in this Resolution shall be kept by the City Auditor, who is hereby appointed the Registrar and Paying Agent of the City for the Bond. Upon surrender for transfer of any Bond at the principal office of the Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute, and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond for a like aggregate principal amount.

The Registrar shall not be required to (i) transfer or exchange the Bond during the period of 15 days preceding any Mandatory Payment Date or, (ii) transfer or exchange a Bond selected, called, or being called for redemption in whole or in part.

11. FURNISHING DOCUMENTS. The Authorized Officers and the Golden Valley County Auditor are authorized and directed to prepare and furnish to the purchaser of the Bond and to the attorneys approving the same, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of the Improvements and the

operation and maintenance thereof, and the levy of special assessments and taxes therefor or the issuance of the Bond, which may be necessary or proper to show the validity of marketability of the Bond, and all instruments and transcripts so furnished, constitute representations of the City as to the correctness of the facts as stated or recited therein. The City agrees to furnish additional certifications of its officers as are necessary to establish the validity of the Bond, the absence of litigation materially affecting the issuance of the Bond and any other certifications or information reasonably necessary to insure marketability and compliance with the conditions of underwriting. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

12. AMENDMENT OF RESOLUTION. This Resolution may not be amended without the consent of the Bondholders.

13. CERTIFICATES. The Authorized Officers, in consultation with the counsel, are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend, or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include adjustment of the amortization schedule and issuance of a revised bond in the event assessments are not certified for collection as provided for herein, or the preliminary amortization schedule is adjusted with the consent of BND. Any supplemental or amended documents may be executed by the Mayor and City Auditor without Council approval.

14. ELECTRONIC SIGNATURES. The Council authorizes the Mayor and the City Auditor to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Mayor and the City Auditor shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

Dated: September 2, 2025.

CITY OF BEACH, NORTH DAKOTA

Attest:

Mayor

City Auditor

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Beach, North Dakota, on September 2, 2025, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____