

**AGENDA
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 23, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Consider Proposal to Replace Sherlock Park Billboard with Digital Billboard – Reid Huttunen**
- 2. Informational Presentation of Red River State Recreation Area – Catherine Johnson**
- 3. Review of Bid Results for 2023 City Project No. 5 for Sidewalk & Multi-Use Trail Extension – Steve Emery**
- 4. Request of Lot Donation for Community Land Trust Homes/North Star Neighbors – Reid Huttunen**
- 5. Consider Upgrade to the SCADA System – Jason Stordahl**
- 6. Review of the \$100,000 Builder Incentive Program – Paul Gorte**
- 7. Consider Special Archery Hunt – Administration/Parks/Police**

ADJOURN:

SEE NEXT PAGE FOR SPECIAL MEETING AGENDA

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

**AGENDA
OF THE SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 23, 2024 – FOLLOWING THE WORK SESSION**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Consider approving the 2024 Special Deer Hunt Recommendation Form for Archery and authorize staff to submit the form to the Minnesota Department of Natural Resources.

ADJOURN:

Upcoming Meetings

Council Meeting – Tuesday, May 7, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, May 14, 2024 – Training Room – 5:00 PM

Council Meeting – Tuesday, May 21, 2024 – Council Chambers – 5:00 PM

Work Session – Tuesday, May 28, 2024 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

Request for Council Action

Date: April 23, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Proposal to replace Sherlock Park billboard with digital display billboard

Background:

The City has taken the necessary steps with the Cabela's billboard located within Sherlock Park along Hwy 2 to conform with MnDOT sign rules. Since it is now considered to be conforming, the City has the ability and option to have the billboard updated or replaced.

We have received a proposal from Newman Outdoor Advertising to replace the existing sign with a new digital display billboard. Details of the proposed agreement are below.

- Newman proposes a 25-year location lease with the City of East Grand Forks
- Newman will remove existing signs and sign posts and install at their expense a new 10' by 30' digital display board. Digital display will face Highway 2 visible to vehicles traveling east, as the current sign does.
- Newman will include a static billboard design on the back of the board (facing Sherlock Park swimming pool) with an East Grand Forks local ad or artwork.

In consideration of the location lease, the City of East Grand Forks receives the following:

- One (1), seven second ad slot of the eight (8) total per minute. This equates to a minimum of 1,435 seven-second ad spots per day specific to programs or events of our desire.
- Estimated value of 1 ad slot for 52 weeks a year is \$14,040 or \$1170 per month.
- This ad space would be available to market and promote the City of East Grand Forks, EDA programs, Community events, etc.
- We have also discussed including a rotation of Cabela's specific ads, in an effort to continue to honor the original developer's agreement with Cabela's having this billboard location. (Specific number of ads per day dedicated to Cabela's is to be determined and at the discretion of the City)
- Cash Lease Option: If the City decides not to use the offered ad space, Newman will offer a cash value for lease of the space. The annual lease offer for 2024 is \$2500. I have discussed with Newman a 2.5% annual increase to the cash lease option, and Newman has stated they are open to that.

Recommendation:

Representatives from Newman Outdoor Advertising will be in attendance to answer questions and discuss the proposed lease agreement.

We are seeking discussion and direction from the City Council on the proposal. If the general interest is to continue moving forward with the proposed lease agreement, Newman will need to submit their sign plans to our Planning & Zoning Department for review and comment, prior to coming to City Council for final consideration.

Enclosures:

Proposed Location Lease from Newman Signs
Example of Billboard



P.O. Box 1728
Jamestown, ND 58402

Permit No. _____

Structure No. _____

LOCATION LEASE

THIS AGREEMENT is made and entered into in duplicate this 15th day of March, 2024, by and between THE CITY OF EAST GRAND FORKS hereinafter called Lessor, and Newman Signs, Inc., d/b/a Newman Outdoor Advertising of Jamestown, North Dakota, hereinafter called Lessee.

In consideration of the rentals hereinafter set forth, Lessor does hereby grant, demise and lease to Lessee for the purpose of erecting, placing and relocating and maintaining advertising signs structures and advertisements for single and double-faced signs together with all sign location rights the following described premises: Legal description: SECTION 02, TOWNSHIP 151, RANGE 050 PT OF G L 2 BEING SHERLOCK PARK & PT OF G L 5 LYING BTN BLK A OF G F EAST & RED RIVER., County POLK,

including all of Lessor's property abutting Highway US-2, City of EAST GRAND FORKS State of MN

and on terms hereinafter described. This lease is for a term of 25 years and for the annual rent of \$*SEE BELOW* payable annually in advance. The term of the lease shall commence, and first payment of rents shall be due, when the first sign is installed on the premises. The term of this lease shall be automatically extended for a like term of years unless the Lessor or Lessee gives sixty days written notice otherwise in advance prior to the end of the term. As a partial advance on the first annual rental fee as provided for herein and as consideration for the execution of this Location Lease by Lessor, Lessee hereby pays to Lessor the sum of \$ N/A, the receipt of which is hereby acknowledged by Lessor.

The Lessee shall have free access over and across the lands of the Lessor for the purpose of the construction of signs, to illuminate, maintain, place or remove advertisements and structures and to remove brush, trees, or obstructions impairing the full view of the signs and use of the ground space and Lessee is granted easements as are necessary if electrification is desired. Lessor agrees any local electric utility company may establish electric power at the location if desired for any sign but at no expense to Lessor. Lessee has the right to install electronic communications, antenna and structures attached to the said billboard(s) to serve as communications devices for Lessee and others.

The Lessor covenants and agrees that from the date hereof until this Agreement is terminated, ~~no other sign will be placed on the lands of the Lessor herein described or within 600 feet of any side of any sign located on any property described in this Agreement, and Lessor further covenants and agrees~~ that the Lessor will not obstruct the view of the Lessee's sign or permit Lessee's sign to be obstructed in any way or any manner whatsoever. Lessee is granted the full interest of Lessor in the sign location rights on the above described premises. Lessor covenants and warrants that Lessor has full authority to execute this Agreement.

The Lessee covenants that it will do nothing in and about the premises to cause damage to fences or other structures of the Lessor located on the property and will take all reasonable care to avoid damaging the property of the Lessor. It is agreed that all property placed upon the premises by the Lessee shall always remain Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof.

This Lease may be terminated by Lessee, in the sole discretion of the Lessee, on thirty (30) days written notice to Lessor, at any time or under any circumstances. Upon termination, any obligation for future rents will cease and Lessor shall refund, pro rate, any rent paid in advance. Lessee shall remain owner of all advertising signs, structures, and improvements erected or made by lessee, and, notwithstanding the fact that they may constitute real estate fixtures, lessee shall have the right to remove the signs, structures, and improvements at any time during the term of the lease or within reasonable time after the termination of this lease or any extensions. Lessee may sell or assign all of the Lessee's right, title and interest in this lease to any person or business entity as assignee, and upon the express written assumption by assignee of all the obligations of Lessee under this lease. Lessor acknowledges that Lessee shall be fully discharged from any and all obligations under this lease.

This lease shall be binding on and shall inure to the benefit of the parties hereto and to the assigns, executors, personal representatives, heirs and successors of the parties and shall run with the land and shall bind the owners of the real property described herein. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

If the Lessee is unable to attain the necessary permits required to build the structures, the lease will be null and void

This document drafted by Newman Signs, Inc
P.O. Box 1728, Jamestown, ND 58401, Phone 701-252-1970

One (1), seven (7) second slot of the eight (8) total will be reserved for the Lessor. If the Lessor chooses not to use said slot, they will be paid annually in the amount of \$2,500. Lessee will maintain a static billboard design on pool side with East Grand Forks message. Lessee will be responsible for obtaining MNDOT Advertising Permit.

NOTE: Both parties agree to execute a "Memorandum of Lease" setting forth the basic terms of the lease in order to give notice of record of the existence of the lease. The "Memorandum of Lease" will not contain the financial terms of the lease and will be completed and recorded by the Lessee.

By Cordell Aldinger
Title Leasing Agent
The foregoing instrument was acknowledged before me
this _____ day of _____, _____
by Cordell Aldinger, the Leasing Agent
of Newman Signs, Inc., a corporation under the laws of
North Dakota, on behalf of the corporation.

Signature of Person Taking Acknowledgement
Notarial stamp or seal (or other title or rank)
State of _____
County of _____

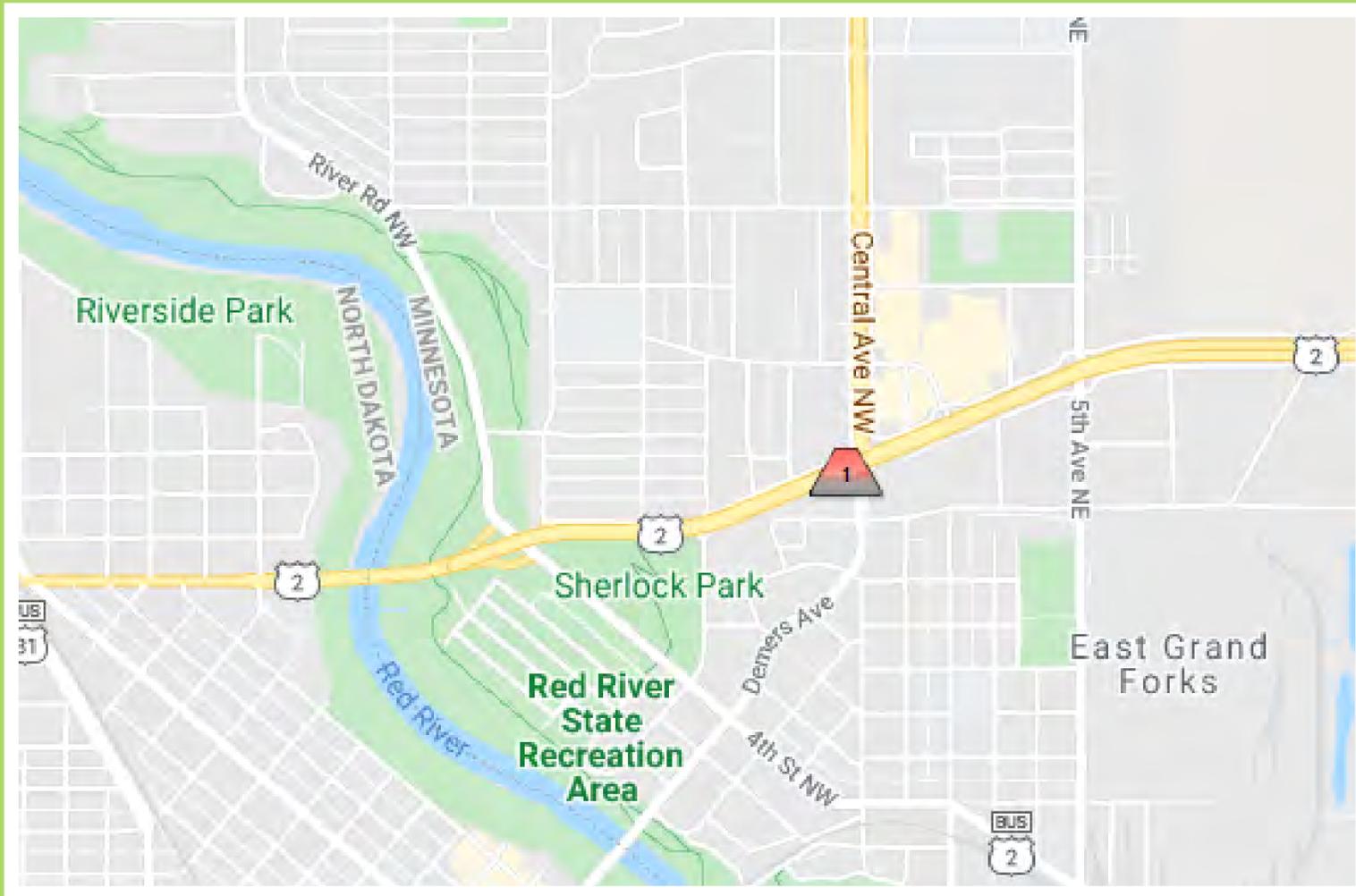
Lessor
Authorized Signature

Lessor
Address: _____

The foregoing instrument was acknowledged before me this
_____ day of _____
_____, _____, by _____
and _____, Lessor(s)

Signature of Person Taking Acknowledgement
Notarial stamp or seal (or other title or rank)
State of _____
County of _____

US HWY 2 & CENTRAL AVE DIGITAL FACE EAST GRAND FORKS, ND

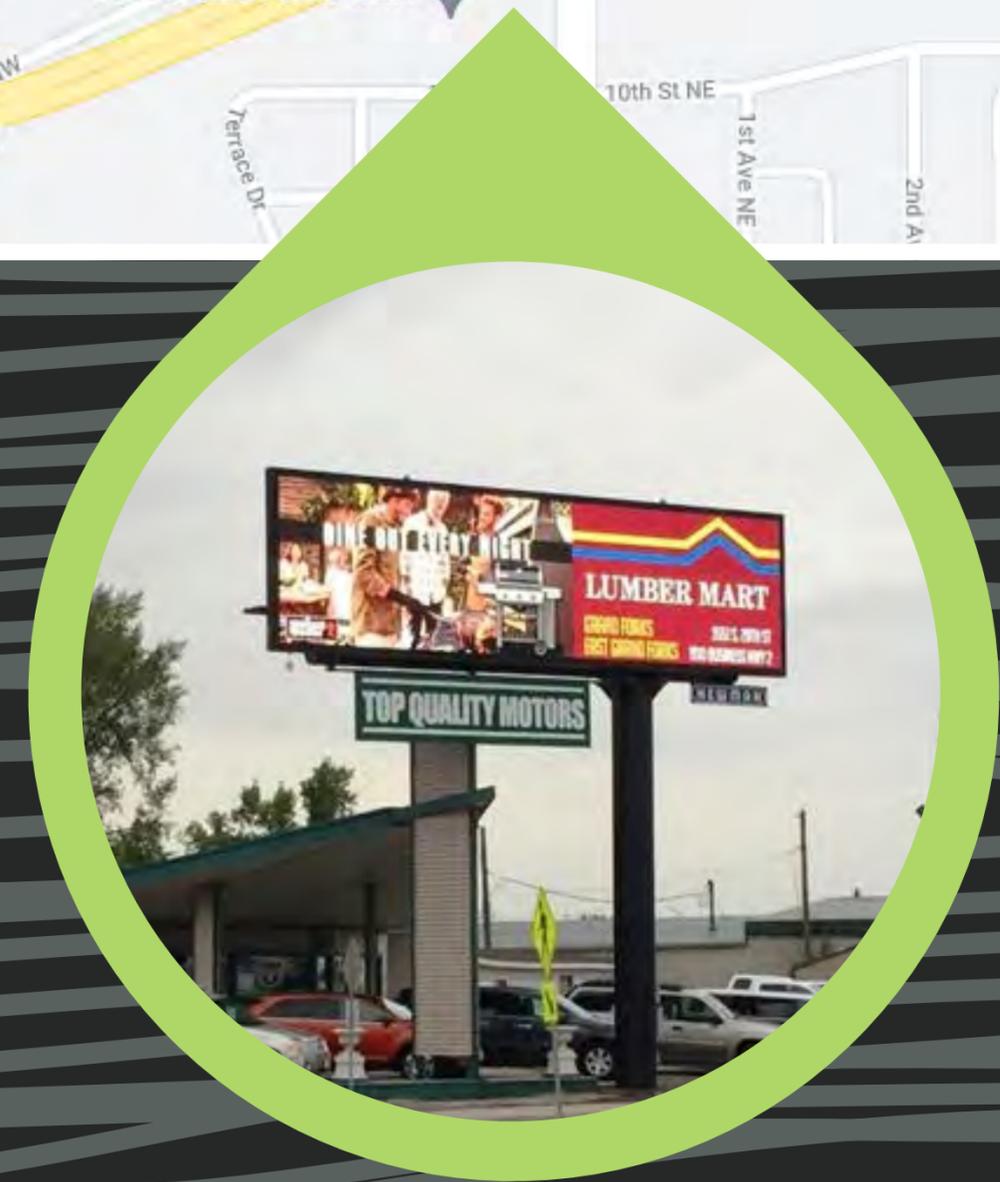
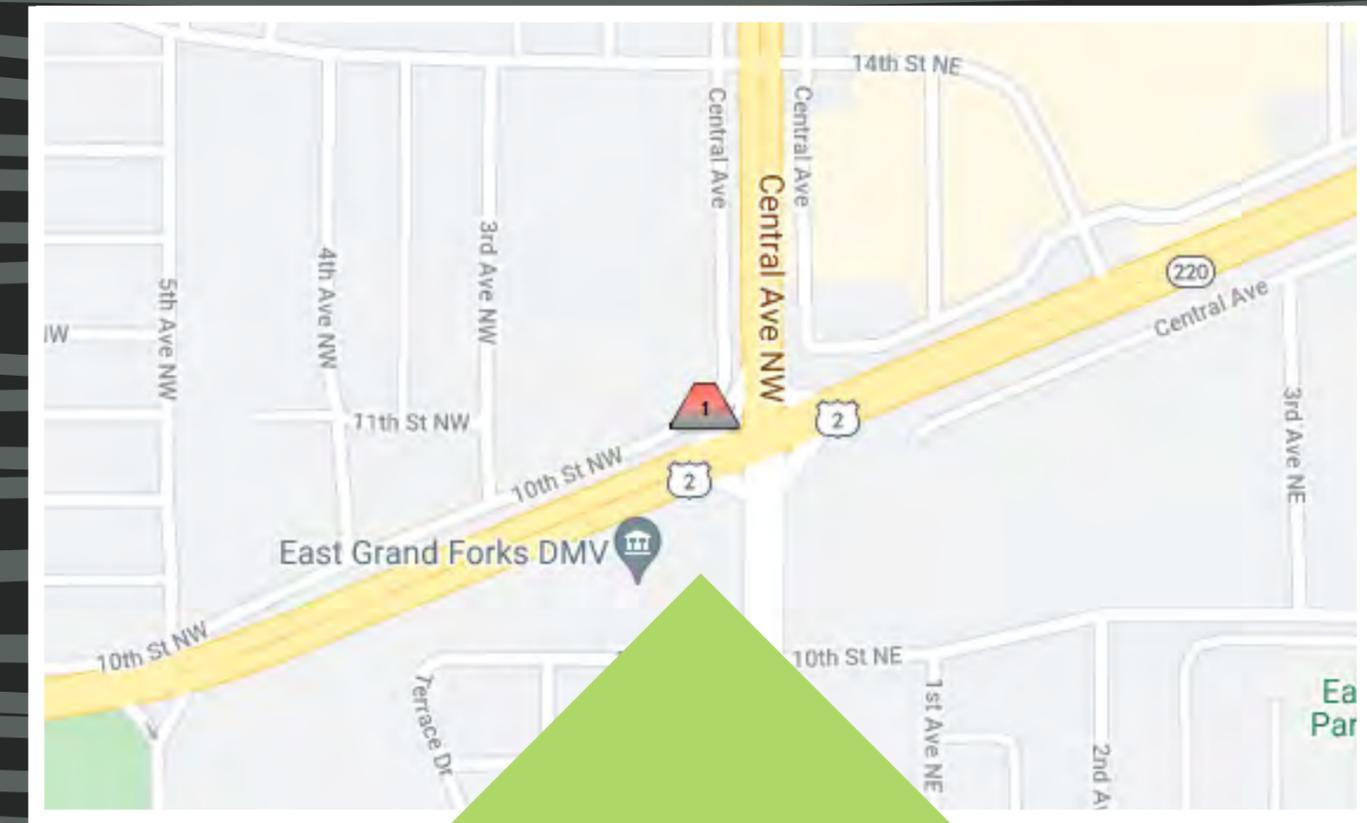


This 10' x 36' digital face in East Grand Forks, MN is south facing and located on US Hwy 2.

- Guaranteed an average of 1,435 spots per day or 10,045 per week.
- Average Total number of spots is based on 1,440 7 second commercials per day. Actual delivery should exceed this number.
- Ads run 24 hours a day.
- Approved artwork must be supplied to Newman Signs (with schedule) by 11am Friday the week before the spot is scheduled to run.

111 CENTRAL AVE & US HWY 2

- **Face Number** - NOA 24
- **Sign Faces** - South
- **Reader Side** - Left Reader
- **Illuminated** - Yes
- **Size** - 10' x 36'
- **Pixel** - 1920 x 494
- **MNDOT 2-Way Traffic Count** - 9,100
- **DEC** - 8,600
- **Weekly Impressions** - 60,187
- **Lat x Lon** - 47.93624 x -97.02061
- **County** - Polk
- **Zip Code** - 56721



WEEK 1	WEEKS 2-3	WEEKS 4-7	WEEKS 8-11	WEEKS 12-25	WEEKS 26-51	52 WEEKS
\$675	\$500	\$320	\$310	\$290	\$280	\$270

This 10 x 30 foot Digital billboard is located on the corner of Hwy 2 and Central Ave in East Grand Forks, traffic lights are on each of the 4 corners. The board is surrounded by Sanford Clinic, Northland College, a busy grocery store and traffic from communities north and east of East Grand Forks.



Request for Council Action

Date: 4/23/2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Parks and Recreation

RE: Presentation from Red River State Recreation Area, Park Manager Catherine Johnson

Background:

Presentation to the City Council by Catherine Johnson, Park Manager of Red River State Recreation Area (RRSRA).

2024 celebrates the 20-year anniversary since the opening of the RRSRA. Updates will be provided on RRSRA reservation statistics, types of user groups, economic impacts, a look back at the 2023 season and what to expect in 2024.

Budget Impact.

N/A

Recommendation:

N/A

Enclosures:

Additional information provided at the Work Session.

Request for Council Action

Date: April 18, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Dale Helms, Brian Larson, Ben Pokrzywinski and Karen Peterson

Cc: File

From: Steve Emery, P.E.

RE: Bid Results – 2023 City Project No. 5 - Sidewalk & Multi-Use Trail Extension

Background:

We received bids on April 8, 2024 for the above referenced project. We received a total of two (2) bids with the apparent Low Bidder being Q3 Contracting out of Little Canada, Mn. The low bid was 31% below the engineers estimate.

Estimated Total Project Costs:

Construction:	\$ 126,435.35
Plans / Specifications (12%):	\$ 15,172.20
Staking / Inspection:	\$ 12,643.54
Contingencies (5%):	<u>\$ 6,321.77</u>
Total Project Cost:	\$ 160,572.86

Funding:

Carbon Reduction Grant (80/20)	\$ 101,148.28
State Aid Maintenance Funds	<u>\$ 59,424.58</u>
Total Funding:	\$160,572.86

Recommendation:

No recommendation at this time, as MNDOT Office of Civil Rights (OCR) is reviewing to assure contractor has conducted Good Faith Efforts to solicit DBE contractors and project cannot be awarded until we receive approval from MNDOT OCR.

Enclosures:

Bid Tabulation

BID TABULATION
2023 CITY PROJECT NO. 5
SIDEWALK & MULTI-USE EXTENSION
EAST GRAND FORKS, MN



4/18/2024				Engineers Estimate		Q3 CONTRACTING		OPP CONSTRUCTION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2021.501	Mobilization	LUMP SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 4,789.10	\$ 4,789.10	\$ 15,000.00	\$ 15,000.00
2104.502	Salvage Sign	EACH	7	\$ 200.00	\$ 1,400.00	\$ 210.95	\$ 1,476.65	\$ 30.00	\$ 210.00
2104.502	Remove Bollards	EACH	5	\$ 200.00	\$ 1,000.00	\$ 233.63	\$ 1,168.15	\$ 75.00	\$ 375.00
2104.503	Remove Curb & Gutter	LIN FT	123	\$ 16.00	\$ 1,968.00	\$ 15.58	\$ 1,916.34	\$ 22.00	\$ 2,706.00
2104.504	Remove Bituminous Pavement	SQ YD	72	\$ 25.00	\$ 1,800.00	\$ 21.00	\$ 1,512.00	\$ 12.00	\$ 864.00
2104.504	Remove Concrete Driveway Pavement	SQ YD	31	\$ 35.00	\$ 1,085.00	\$ 25.26	\$ 783.06	\$ 13.00	\$ 403.00
2104.518	Remove Concrete Sidewalk	SQ FT	74	\$ 6.00	\$ 444.00	\$ 2.80	\$ 207.20	\$ 3.50	\$ 259.00
2105.607	Common Excavation (P)	CU YD	179	\$ 25.00	\$ 4,475.00	\$ 31.33	\$ 5,608.07	\$ 29.00	\$ 5,191.00
2105.607	Common Borrow (CV)	CU YD	4	\$ 225.00	\$ 900.00	\$ 58.10	\$ 232.40	\$ 120.00	\$ 480.00
2211.507	Aggregate Base (CV) Class 5	CU YD	55	\$ 100.00	\$ 5,500.00	\$ 143.75	\$ 7,906.25	\$ 90.00	\$ 4,950.00
2521.518	4" Concrete Walk	SQ FT	990	\$ 14.00	\$ 13,860.00	\$ 9.66	\$ 9,563.40	\$ 18.00	\$ 17,820.00
2521.518	5" Concrete Walk	SQ FT	2791	\$ 17.00	\$ 47,447.00	\$ 10.84	\$ 30,254.44	\$ 15.00	\$ 41,865.00
2521.518	6" Concrete Walk	SQ FT	289	\$ 18.00	\$ 5,202.00	\$ 17.77	\$ 5,135.53	\$ 30.00	\$ 8,670.00
2531.503	Concrete Curb & Gutter, Design B624	LIN FT	106	\$ 80.00	\$ 8,480.00	\$ 64.46	\$ 6,832.76	\$ 80.00	\$ 8,480.00
2531.503	Concrete Curb Special	LIN FT	17	\$ 125.00	\$ 2,125.00	\$ 66.77	\$ 1,135.09	\$ 89.00	\$ 1,513.00
2531.618	Truncated Domes	SQ FT	55	\$ 100.00	\$ 5,500.00	\$ 67.28	\$ 3,700.40	\$ 90.00	\$ 4,950.00
2563.601	Traffic Control	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 1,079.13	\$ 1,079.13	\$ 6,400.00	\$ 6,400.00
2564.602	Install Sign	EACH	4	\$ 200.00	\$ 800.00	\$ 335.67	\$ 1,342.68	\$ 170.00	\$ 680.00
2564.602	Furnish Type C Sign	EACH	4	\$ 350.00	\$ 1,400.00	\$ 154.91	\$ 619.64	\$ 260.00	\$ 1,040.00
2573.502	Storm Drain Inlet Protection	EACH	1	\$ 300.00	\$ 300.00	\$ 133.71	\$ 133.71	\$ 300.00	\$ 300.00
2574.507	Common Topsoil Borrow (LV)	SQ YD	55	\$ 60.00	\$ 3,300.00	\$ 211.85	\$ 11,651.75	\$ 120.00	\$ 6,600.00
2575.604	Site Restoration	SQ YD	743	\$ 25.00	\$ 18,575.00	\$ 4.12	\$ 3,061.16	\$ 14.00	\$ 10,402.00
2582.518	Crosswalk Pref Tape Gr In	SQ FT	558	\$ 36.00	\$ 20,088.00	\$ 47.18	\$ 26,326.44	\$ 42.00	\$ 23,436.00
	TOTAL BID				\$ 165,649.00		\$ 126,435.35		\$ 162,594.00

Request for Council Action

Date: April 23, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator

RE: Request for lot donation for Community Land Trust homes from North Star Neighbors

Background:

At the April 9 Work Session we learned about Northstar Neighbors (NSN) and their Community Land Trust (CLT) program. We have continued discussion with Mr. Cory Boushee on the request to build CLT homes in East Grand Forks. Mr. Boushee has indicated interest in building up to 4 single family homes through the CLT program. For now, NSN is staying away from duplex homes, as they would be required to pay prevailing wages to contractors, and this would make the cost of construction too high.

- City Staff have identified up to 4 of the city lots in our Waters Edge 2nd Resubdivision. We have proposed lots 3, 7, 11, and 15. (Map attached with lots highlighted in orange).
- Mr. Boushee is asking for a donation of \$10,000 per lot from the City of East Grand Forks to make their grant request to MN Housing more favorable for the program. Included in the agenda packet is a spreadsheet showing the City's current per lot Sale Price, the remaining Special Assessments, minus the Cities requested \$10,000 per lot donation, and finally the per lot asking price to NSN.
- The \$10,000 donation would cover the following:
 - \$5,332.00 - City Land Costs per lot
 - \$4,000 – Realtor Commission and Attorney Fees/Closing costs
- Of the up to \$10,000 contribution, \$8,700 will come from our Down Payment Assistance Fund. This fund is currently being used to discount all available City lots by \$8,700.
- The asking price per lot extended to NSN would cover all outstanding Special Assessments and would clear about \$2,000 per lot to the City.
- Mrs. Ellis has shared the applicable and necessary residential construction requirements, regulations, and ordinances with Mr. Boushee for his review.
- Also included in the City Council Packet for review are the Bylaws for North Star Neighbors and a draft of the NSN Ground Lease.

Recommendation:

Seeking discussion and setting next steps on interest in moving forward with CLT homes in Waters Edge 2nd Resubdivision.

If we wish to move forward, City Council will need to approve its intent to donate/discount the lots to NSN at a May City Council meeting.

Enclosures:

Proposed Lot list and Correlating Map for Waters Edge 2nd Resubdivision

Bylaws – North Star Neighbors

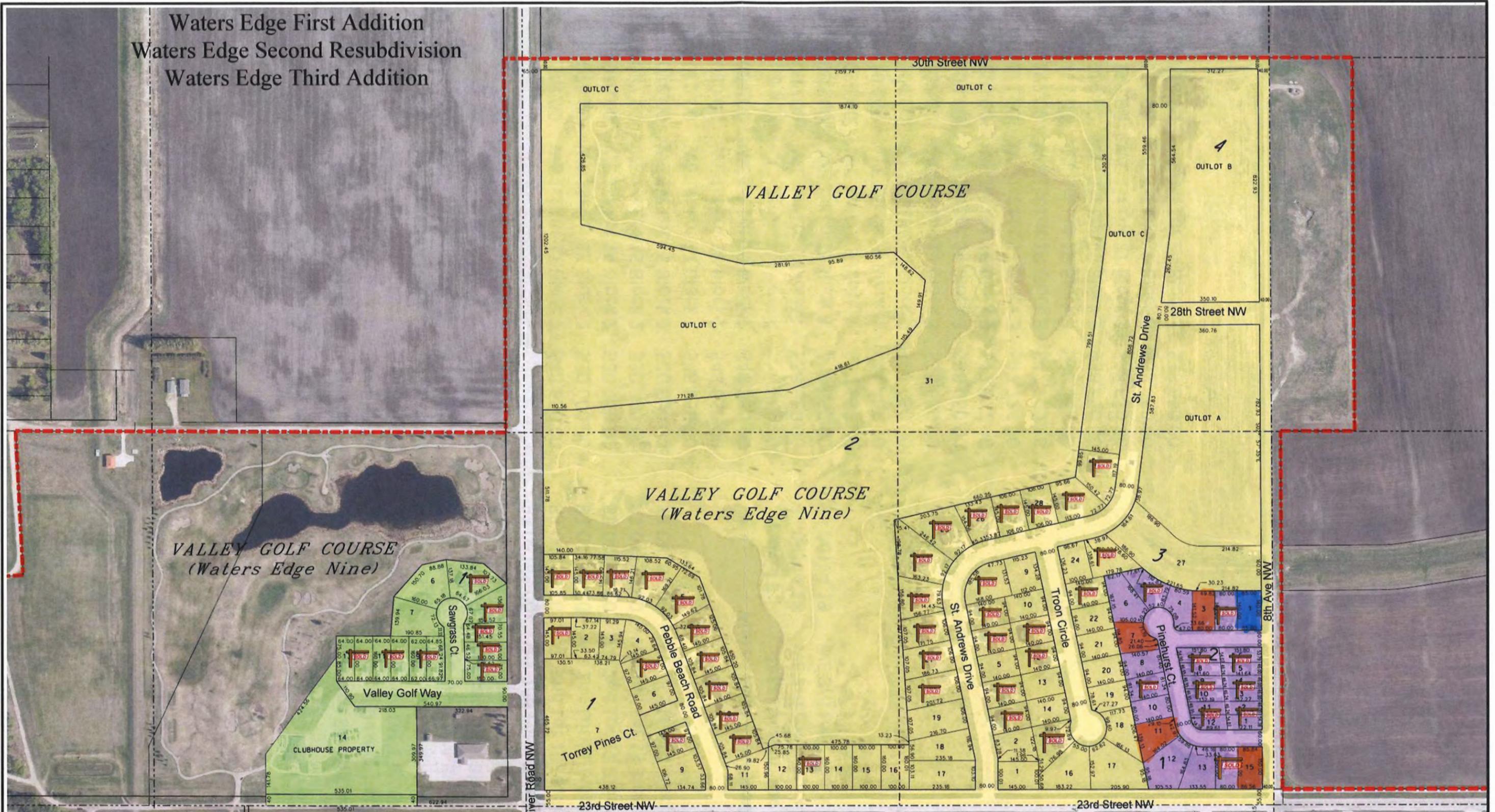
NSN Ground Lease Draft; 04.15.2024

WATER's EDGE - 2nd Addition

Parcel #	Legal Description	Lot Number	Initial Sale Price	Total Special Assessments included in Sale Price	City of East Grand Forks proposed donation (Lot costs, Realtor fees, Closing costs)	Sale Price to NSN (Spec. Assmts & Discounted Lot price)	Status
83.04141.00	WE 2nd Lot 1 Block 1*	1	\$36,901.00	\$24,900.84			Forx Builders Assn owned
83.04143.00	WE 2nd Lot 3 Block 1	3	\$35,448.00	\$23,447.86	\$10,000.00	\$25,448.00	Available
83.04147.00	WE 2nd Lot 7 Block 1	7	\$42,250.00	\$30,249.97	\$10,000.00	\$32,250.00	Available
83.04151.00	WE 2nd Lot 11 Block 1	11	\$42,009.00	\$30,009.31	\$10,000.00	\$32,009.00	Available
83.04155.00	WE 2nd Lot 15 Block 1	15	\$37,484.00	\$25,483.74	\$10,000.00	\$27,484.00	Available

83.04156.00 WE 2nd Lot 1 Block 2 \$27,662.00 \$15,661.19 Duplex lot
 83.04157.00 WE 2nd Lot 2 Block 2 \$25,382.00 \$13,382.09 Duplex lot
 Selling above lots;
 WE 2nd Lot 1 and 2,

Waters Edge First Addition
 Waters Edge Second Resubdivision
 Waters Edge Third Addition



City of East Grand Forks

Waters Edge Addition
 For More Information Contact:
 EDA 218-773-8939 www.egf.mn

Key
 Waters Edge First Addition
 Waters Edge Second Resubdivision
 Waters Edge Third Addition



BYLAWS
OF
NORTH STAR NEIGHBORS

ARTICLE 1. GENERAL

Section 1.01. Name. The name of the corporation shall be “North Star Neighbors” (the “Corporation”).

Section 1.02. Offices. The principal office of the Corporation shall be located in such place in Minnesota as designated by the Board of Directors and in the absence of such designation, in Bemidji, Minnesota.

Section 1.03. Exempt Status. The Corporation is a Minnesota nonprofit corporation organized under the Minnesota Nonprofit Corporations Act (M.S.A. Chapter 317A) (the “Act”) and is organized exclusively for charitable, religious, educational, scientific and conservation purposes, for the transaction of the business and promotion and conduct of the objectives and purposes hereinafter stated, under and by virtue of Sections 501(c)(3) of the Internal Revenue Code. No part of the net earnings shall inure to the benefit of or be distributed to, director, officers, or other private person, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office.

Section 1.04. Corporate Seal. The Corporation shall not have a corporate seal.

ARTICLE 2. PURPOSE/MISSION

The Corporation’s purpose is to build better lives by creating a long-term solution for affordable home ownership opportunities in Northwest Minnesota for low- to moderate-income households, while addressing disparities in homeownership for underrepresented households.

ARTICLE 3. MEMBERSHIP

The sole member of the Corporation shall be the Northwest Minnesota Foundation, a Minnesota non-profit entity exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986.

ARTICLE 4. POWERS AND COMPOSITION OF BOARD OF DIRECTORS

Section 4.01. Powers of the Board. The Board of Directors shall exercise the powers of the Corporation, conduct its business affairs, and control its property.

Section 4.01(a) The Board shall employ and supervise a President to manage the Corporation as the Chief Executive Officer and authorize him or her to employ other staff in positions authorized by the Board of Directors;

Section 4.01(b) The Board shall approve the annual budget of the Corporation;

Section 4.01(c) The Board shall approve grants and contracts made and entered into pursuant to the Corporation's Delegation of Authority;

Section 4.01(d) The Board shall set over-all policies that govern the Corporation;

Section 4.01(e) The Board shall report at the Annual Meeting on the financial condition of the Corporation, the charitable grants and programs of the Corporation, and the Corporation's accomplishments with regard to the civic, cultural, education, health, moral, public, and social needs and opportunities of the northwest Minnesota area;

Section 4.01(f) The Board is committed to exercise, in the best interests of the Corporation, the powers described in Treasury Regulation §1.170A-9(e)(11)(v)(B) and (D) (referencing the Board's variance power and power over removal of trustees, custodians and agents for violation of fiduciary responsibilities);

Section 4.01(g) The Board is committed to obtain information and to take other appropriate steps with the view of seeing that each investment manager employed by the Corporation administers the funds of the Corporation in accordance with the provisions of Treasury Regulation §1.170-9(e)(11)(v)(F);

Section 4.01(h) The Board shall have the power to replace any investment managers for breach of a fiduciary duty under State law. Before it exercises this power, the Board may seek advice of legal counsel as to whether a breach has been committed under State law; and

Section 4.01(i) The Board shall have the power to replace any investment managers for failure to produce a reasonable return of net income (or appreciation where not inconsistent with the Corporation's need for current income), with due regard to the safety of principal, over such reasonable period of time as is determined by the Board.

Section 4.02. Number. The Board of Directors shall be composed of at least three (3) directors, with the exact number of directors being established by resolution of the Board of Directors from time to time.

Section 4.03. Qualifications. The Corporation will strive to ensure that the Board of Directors is composed of persons representing diverse constituencies and each director

must be willing and able to commit the time necessary to be an active member of the Board of Directors.

Section 4.04. Nomination of Directors. The Board of Directors shall have the Governance Committee identify the names of Director Nominees. The Governance Committee will actively attempt to nominate individuals for open director positions who are supportive of the goals and mission of the Corporations and whose participation will be consistent with the requirements of Section 4.03.

Section 4.05. Election. Directors will be elected by the Board of Directors at its annual meeting. In each year, an election shall be held for the number of directors whose term expires in that year and for newly created director positions.

Section 4.06. Term. Each director shall each serve a four (4) year term or until his or her successor shall have been duly elected and qualified. At each annual meeting an election of directors whose terms have expired. No director may serve more than two consecutive four-year terms. In extraordinary times, including but not limited to disasters and pandemics, the directors may, by a majority vote of the Board of Directors, extend the terms of directors by up to 12-months (1-year). Each Director shall hold office until the expiration of the term for which he or she was elected and until a successor is elected and qualified, or until the earlier death, resignation or removal of the Director. The term of a Director filling a vacancy expires at the next annual meeting of the Corporation.

Section 4.07. Removal of Directors. Directors who cease to be qualified may be removed by the Board of Directors. In addition, any Director may be removed without cause by a majority vote of the Directors present at a regular or special meeting of the Board of Directors called for that purpose; provided that the procedure for removal must be fair and reasonable as required by the Minnesota Statutes, Section 317A.223. Notice of proposed removal of a Director must be placed on the agenda one meeting prior to the meeting at which the action will be taken. Cause for removal may include absence from three or more meetings of the Board in a twelve-month period without reasonable explanation; failure to meet the qualifications of a Director; or a Director's action which may bring discredit to the organization.

Section 4.08. Vacancies. Any vacancy in the Board of Directors due to death, removal, resignation or any other cause (including the creation of a new director position as a result of increasing the number of directors) shall be filled the Board of Directors. The Board of Directors shall fill such vacancies within ninety (90) days or, at the option of the Board of Directors, leave the position vacant and reduce the number of directors by one. Any director so elected by the Board of Directors to fill an unexpired term or to fill a new created director position shall hold office until the expiration of the term of such directorship, or until the next annual meeting in the case of a new director position.

Section 4.09. Leaves of Absence. Any Director may request a leave of absence from the Board of up to one year by submitting a written request to the Chair or the Secretary of the Corporation. Any leave of absence request shall be approved at a regular meeting of the Board by a majority of the total number of Directors.

Section 4.10. Resignation. Any director of the Corporation may resign at any time by giving written notice to the Chair or the Secretary. The resignation of any director shall take effect at the time, if any, specified therein or, if no time is specified therein, upon receipt thereof by the officer to whom such written notice is given. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE 5. BOARD MEETINGS

Section 5.01. Organization. At each meeting of the Board of Directors, the Chair of the Corporation, or in his or her absence, a Vice-Chair, or, in the absence of the Chair and all Vice-Chairs, a chair chosen by a majority of the directors' present, shall preside.

Section 5.02. Place of Meeting. The Board of Directors may hold its meetings at such place or places, within or without the State of Minnesota, as it may from time to time determine.

Section 5.03. Annual Meetings. The annual meeting of the Board of Directors shall be held between October and December each year for the purpose of electing Board members, electing officers and for the transaction of such other business as may come before the meeting. The time and place of the annual meeting each year shall be designated by the Board of Directors at least thirty (30) days prior to the date of such meeting. The time and place of the annual meeting may be changed by the Board at any meeting of the Board of Directors or action taken by written action by the Board of Directors.

Section 5.04. Regular Meetings: Notice. Regular meetings of the Board of Directors shall be held from time to time as the Board may determine by resolution adopted by a majority of the whole Board of Directors. Regular meetings may be postponed or continued to a new date, time or place by decision of the Chair, acting in consultation with the Vice-Chair, Secretary, Treasurer and President of the corporation. In the event the date, time or place of the regular meeting is to be changed, notice of that change shall be given at least seven days in advance.

Section 5.05. Special Meetings: Notice. Special meetings of the Board of Directors may be called by the Chair, or by any one of the directors. Notice of each such special meeting shall be sent to each director, at least five days before the day on which the meeting is to be held, or delivered personally or by telephone or by electronic mail with a request read receipt not later than two days before the day on which the meeting is to be held. Each notice shall state the time and place of the meeting but need not state the purposes thereof except as otherwise herein expressly provided. Notice of any meeting of the Board need not be given to any director who shall be present at such meeting; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the directors of the Corporation then in office shall be present or waive notice in writing before, at, or after such meeting.

Section 5.06. Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any annual, regular or special meeting of the Board or of any committee thereof may be taken without a meeting, if the written action thereto is signed by the number of directors, or committee members that would be required to take such action at a meeting of the Board or Committee at which all the directors or Committee Members are present and such written action is filed with the minutes of proceedings of the Board or committee. Such action shall be effective on the date on which the last signature is placed on such writing or writings, or such earlier effective date as is set forth therein.

Section 5.07. Quorum and Manner of Acting. Except as otherwise provided by statute or by these Bylaws, one-half of the total number of directors then in office (but not less than three) shall constitute a quorum for the transaction of business at any meeting, and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors' present may adjourn any meeting from time to time until a quorum be had. Notice of any adjourned meeting need not be given.

Section 5.08. Voting. Each Director shall be entitled to one (1) vote on any matter before the Board. Voting by proxy shall not be permitted.

Section 5.09. Standard of Conduct.

Section 5.09(a) Standard; liability. A Director of the Board of Directors shall discharge the duties of the position of Director in good faith, in a manner the Director reasonably believes to be in the best interest of the Corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. A person who so performs those duties is not liable by reason of being or having been a Director of the Board of Directors.

Section 5.09(b) Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- 1) one or more officers or employees of the Corporation, whom the Director reasonably believes to be reliable and competent in the matters presented;
- 2) counsel, public accountants, or other persons as to matters that the Director reasonably believes are within the person's professional or expert competence; or
- 3) a committee of the Board upon which the Director does not serve, duly established under Article 6, as to matters within its designated authority, if the Director reasonably believes the committee to merit confidence.

The preceding sentence does not apply to a Director who has actual knowledge concerning the matter in question that makes the reliance otherwise permitted unwarranted.

Section 5.09(c) Presumption of Assent. A director who is present at a meeting at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting.

Section 5.09(d) Not considered a trustee. A member of the Board of Directors is not considered to be a trustee with respect to the Corporation or with respect to property held or administered by the Corporation, including without limit, property that may be subject to restrictions imposed by the donor of the property

Section 5.10. Procedure at Meetings. Roberts Rules of Order Revised (latest edition) shall govern procedure at all meetings of the Board of Directors and its committees where not covered expressly by these Bylaws.

ARTICLE 6. BOARD COMMITTEES

Section 6.01. Committees. In addition to the Governance Committee, as many special Board of Directors committees as may be deemed necessary may be created by the President with the consent of the Board of Directors. Such committees shall have the authority established by the Board of Directors by resolution, and, where the applicable resolution so provides, may act in the name of and exercise the authority of the Board of Directors.

Section 6.02. Procedure. Each committee of the Corporation may establish the times and dates for its regular meetings and may change such times and dates as it deems advisable. However, regular meetings of committees, like the Board of Directors, are subject to a similar seven-day notice requirement that can be satisfied through use of common mail, email, personal delivery, or as otherwise required for meetings of the Board of Directors. Special meetings of any committee of the Corporation may be called by the chair of that committee or by the Chair of the Board of Directors. Five days' notice by mail or two days' notice in person or by telephone or by electronic mail with a request read receipt shall be given of any special meeting of a committee. At all meetings of a committee of the Corporation, each member shall be entitled to cast one vote on any question coming before such meeting. The presence of one-half of the membership of any committee shall constitute a quorum, but the members present at any such meeting, although less than a quorum, may adjourn the meeting from time to time. A majority vote of the members of a committee present at any meeting thereof, if

there be a quorum, shall be sufficient for the transaction of the business of the committee.

Section 6.03. Minutes. Minutes of committee meetings shall be made available on request to members of the committee and to the Board of Directors.

Section 6.04. Standard of Conduct. The establishment of, delegation of authority to, and action by a committee does not alone constitute compliance by a director of the Board of Directors with the standard of conduct set forth in Section 5.09.

Section 6.05. Committee members considered Directors of the Board of Directors. Committee members are considered to be Directors of the Board of Directors for purposes of Sections 5.10 and 16.

Section 6.06. Advisory Committees. The Board of Directors may establish such advisory committees, which may consist in whole or in part of persons that are not Directors, as it deems desirable, and discontinue the same at its pleasure. Each such committee shall be advisory to the Board of Directors and shall perform such duties or functions, not inconsistent with law, as may be prescribed for it by the Board of Directors. The Chair shall appoint members of each advisory committee unless the Board of Directors otherwise provides

ARTICLE 7. OFFICERS

Section 7.01. Officers of the Corporation. The officers of the Corporation shall consist of a Chair, Vice Chair, Secretary, Treasurer. The Board may also elect or appoint any other officers and agents deemed to be necessary. The Chair, Vice-Chair, Secretary and Treasurer shall be Directors, duly nominated and elected to serve as officers. Any of the offices or functions of the offices may be held or exercised by the same person.

Section 7.02. Election, Appointment and Term of Office. The officers shall be elected by the Board of Directors from its membership at the annual meeting. Officers may serve up to four consecutive one-year terms.

Section 7.03. President/CEO. The President shall be the Chief Executive Officer, executive officer and official spokesman of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President, when present, shall preside at all meetings of the Board of Directors. The President may sign, individually or with any proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; have general active management of the business of the Corporation; see that orders and resolutions of the Board of Directors are carried into effect; and in general shall perform

all duties incident to the office of President, and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7.04. Vice President. The Board of Directors may create the position(s) of Vice President. The Vice President, if any, or, if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, at the request of the Board of Directors and in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. Vice-President shall look primarily to the President for supervision and direction consistent with any applicable Job Description or Delegation of Authority Table approved by the Board of Directors.

Section 7.05. Secretary. The Secretary shall confirm by signature, the recorded proceedings of meetings of the Board of Directors; shall, when directed to do so, give proper notice of meetings of the Board of Directors; shall perform such other duties as may from time to time be prescribed by the Board of Directors or the President; and, in general, shall perform all duties incident to the office of Secretary.

Section 7.06. Treasurer. The Treasurer shall monitor and report on the financial condition of the Foundation and shall perform other duties prescribed by the Board. The Treasurer shall review all accounts of all moneys of the Foundation received or disbursed. She or he shall have power to endorse for deposit all notes, checks and drafts received by this Foundation as necessary and in concert with any authority delegated to other officers and/or staff. She or he shall regularly review the financial condition of the Foundation and shall perform such other duties as may from time to time be prescribed by the Board of Directors or by the Chair.

Section 7.07. Removal. Elected Officers are subject to removal by the Board of Directors, with or without cause, at any time.

Section 7.08. Resignation. Any officer of the Corporation may resign at any time by giving written notice to the President or the Secretary. The resignation of any officer shall take effect at the time, if any, specified therein or, if no time is specified therein, upon receipt thereof by the officer to whom such written notice is given. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.09. Vacancies. Any vacancy in an officer position due to death, removal, resignation or any other cause may be filled by the Board of Directors.

Section 7.10. Standard of Conduct. *Standards; Liability*. An officer shall discharge the duties of an office in good faith, in a manner the officer reasonably believes to be in the best interests of the Corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 7.11. Not Considered Trustee. An officer is not considered to be a trustee with respect to the Corporation or with respect to property held or administered by the

Corporation, including without limit, property that may be subject to restrictions imposed by the donor of the property.

Section 7.12. Bond. The Board of Directors of the Corporation shall from time to time determine which, if any, officers, directors, agents, or employees of the Corporation shall be bonded and the amount of each bond.

ARTICLE 8. REMOTE COMMUNICATIONS

Section 8.01. Participation by Remote Communication. The directors may participate in a meeting of the Board or any committee thereof by any means of remote communication, as defined by Minnesota Statutes as conference telephone, videoconference, the internet, or such other means by which persons not physically present in the same location may communicate with each other on a substantially simultaneous basis. Participation in such a manner shall constitute presence in person at such meeting.

ARTICLE 9. FISCAL MATTERS

Section 9.01. Fiscal Year. The fiscal year of the Corporation shall end on June 30th of each year.

Section 9.02. Debt. No financial liability or obligation or debt shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No debt shall be granted to an officer or director of the Corporation.

Section 9.03. Checks, Drafts, Etc. All checks or demands for money and notes of or payable to the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

Section 9.04. Maintenance of Records. The Board of Directors shall cause to be kept at the registered office of the Corporation records of all proceedings of the Board of Directors or committees of the Board of Directors, and such other records and books of the Corporation and shall be necessary and appropriate to the conduct of the Corporation's activities.

Section 9.05. Compensation. The members of the Board of Directors and the officers of the Corporation may, but shall not be entitled to receive compensation, but may be reimbursed for travel and other business expenses they incur as a director or officer of the Corporation.

ARTICLE 10. GIFTS TO THE CORPORATION

Section 11.01 Completed Gifts. Gifts shall vest in the Corporation upon receipt and acceptance by a Corporation officer or other authorized employee or agent.

Section 11.02 Investment of Gift Property. The Board of Directors shall be responsible for the investment management of charitable funds created with gifts of property to the Corporation. The Corporation shall adopt a formal Endowment Policy Statement and Statement of Investment Policy which shall provide guidance of fiduciaries, including the Board of Directors and investment managers, in the course of investing the assets of the Corporation. The Corporation may contract with independent investment advisors, counsel or managers (investment managers) to act on its behalf in carrying out this responsibility. The Corporation, in accordance with the above referred policy statements, may allow a donor to designate one or more of the Corporation's investment managers to invest gift property, and, if more than one, the proportions of the gift to be invested by each. All gifts shall be subject to the power of the Board of Directors to change the investment manager without cause. If a donor does not designate an investment manager, the Board of Directors shall designate one or more investment managers to invest the gift property. The Corporation may place all or a part of the gift property in an open-end or closed-end management type investment company or investment trust registered under the Federal Investment Company Act of 1940, as authorized by the Board of Directors.

Section 11.03 Each Gift is Subject to Articles of Incorporation of the Corporation and these Bylaws. Each donor by making a gift to the Corporation agrees to all of the provisions of the Articles of Incorporation and these Bylaws, and a fund created or added to by the gift shall be subject to the provisions for presumption of intent, for modification of restrictions, and to all other provisions of the Articles of Incorporation of the Corporation and these Bylaws as they may be amended from time to time.

Section 11.04 Directions by Donor. Any donor may, with respect to a gift made by such donor to the Corporation and within such limits of policy as the Corporation may declare in writing, give directions in the instrument of transfer or fund agreement as to (i) specific charitable programs, activities or purposes to be supported, (ii) manner of distribution, including amounts and times of payments and whether from principal or income, and (iii) a name (as a memorial or otherwise) for a new fund, an addition to an existing fund, or anonymity for the gift.

Section 11.05 Commingling of Funds. A fund may be commingled for investment purposes unless a separate investment is expressly directed by the donor or is necessary to follow any other direction by the donor. When a fund may be commingled for investment purposes under the preceding sentence, directions for naming a fund as a memorial or otherwise may be satisfied by either apportioning to such fund a proportionate participation in a collective investment fund or by merging the fund with other property of the Corporation and referring in the Corporation's literature and other commemorative communications to the amount of the gift at the time it was received by the Corporation.

Section 11.06 Presumption of Intent. Each fund of the Corporation held for the charitable purposes of the Corporation shall be presumed to be intended to be used only for such purposes and in such a manner as not to disqualify the gift establishing the fund from deduction as a charitable contribution, gift or devise in computing any income, gift or estate tax of the donor or his or her estate and as not to disqualify the Corporation from exemption from federal income tax as an organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code. A donor may not impose any material restriction or condition that prevents the Corporation from freely and effectively employing the transferred assets or the income derived there from, in furtherance of its charitable purposes. If a direction by the donor would, if followed, result in use contrary to the intent so presumed, or if the Board of Directors of the Corporation is advised by counsel that there is substantial risk of such result, the direction shall not be followed, but shall be modified by the Board so far as necessary to avoid such result, except that if the donor has clearly stated that compliance with the direction is a condition of the gift, then the gift shall not be accepted unless an appropriate judicial or administrative body first determines that the restriction or condition need not be followed. Reasonable expenses for such advice and proceedings shall be charged to the fund.

Section 11.07 Modification or Release of Restrictions. Notwithstanding any provision in these Bylaws or in any instrument of transfer or fund agreement, the Board of Directors of the Corporation shall have the power to modify any restriction applicable to a fund of the Corporation when in the judgment of the Board of Directors compliance with such restriction is unnecessary, incapable of fulfillment or impracticable in furthering the charitable purposes of the Corporation or is inconsistent with the charitable needs of the Northwest Minnesota area. In exercising this power, the Board shall modify such restriction and apply the fund to a charitable purpose of the Corporation which as nearly as possible falls within the general charitable intention of the donor. This provision shall be commonly referred to as 'the variance power.'

ARTICLE II. GRANTS AND DISBURSEMENTS

Section 12.01 Grants. The Board of Directors, not less frequently than yearly, shall determine all grants to be made from the net income and principal of funds of the Corporation. In making such determinations, the Board shall act pursuant to the Articles of Incorporation of the Corporation, these Bylaws, and the applicable gift instrument or fund agreement.

Section 12.02 Disbursements. The Board of Directors shall determine all disbursements to be made for the administration expenses with respect to funds of the Corporation and shall pay such expenses, charging such funds as may be appropriate.

ARTICLE 12. FUNDRAISING

The Corporation, subject to approval of the Board of Directors, is authorized to obtain contributions, donations, gifts, grants, pledges and similar grants from individuals, corporations, foundations and other organizations or groups, and to engage in other fundraising activities, in order to support the purposes and objectives of the Corporation.

ARTICLE 13. AMENDMENTS

These Bylaws may be amended only upon the approval of 2/3 of all members of the Board of Directors at any meeting of the Board of Directors. Any proposed amendment shall be circulated to the Board of Directors at least seven (7) days prior to the meeting at which such amendment is to be considered.

ARTICLE 14. DISSOLUTION

In the event of the dissolution of the Corporation, whether voluntary or involuntary, the Corporation shall, after obtaining or making provision for the payment of all liabilities of the Corporation, dispose of all of its assets to an organization which may be exempt from federal income taxation with purposes and functions similar to those of this Corporation, pursuant to the terms and conditions of the Articles of Incorporation.

ARTICLE 15. CODE OF CONDUCT

All directors, officers, employees and committee members will comply with the Code of Conduct Policy, including Conflict of Interest, adopted by the Board of Directors, as may be amended from time to time.

ARTICLE 16. LOANS TO OFFICERS AND DIRECTORS

Under no circumstances shall loans be made by the Corporation to its directors or officers.

ARTICLE 17. INDEMNIFICATION

The Corporation will indemnify directors, officers and committee member of the Corporation to the extent allowed by the Act or other applicable law.

Dated: June 16, 2023.


Board Secretary

NORTH STAR NEIGHBORS

a community land trust

NORTH STAR NEIGHBORS GROUND LEASE

THIS LEASE (this "Lease") is entered into this XXth day of Month, Year (the "Effective Date"), between NORTH STAR NEIGHBORS, a Minnesota non-profit corporation ("CLT"), 201 3rd St NW, Bemidji, MN, 56601 and HOME OWNER(S) (whether one or several, "Homeowner"), Home Address.

RECITALS

- A. The CLT is a nonprofit corporation organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low- and moderate-income people who would otherwise be unable to afford homeownership.
- B. A goal of the CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.
- C. The Leased Land as further described in this Lease has been acquired and is being leased by CLT in furtherance of this goal.
- D. The Homeowner has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of the CLT.
- E. Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.
- F. Homeowner and CLT agree that this Lease and each of the covenants contained herein shall run with the Leased Land, and that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit 5: LEASED LAND, which CLT leases to the Homeowner hereunder.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home or any replacement Home described in Exhibit 2: BILL OF SALE, and all permanent improvements added thereafter.

Base Price: the total price that is paid for the Home by the Homeowner (including earnest money, down payment, the amount provided by one or more purchase money mortgage loans, but not including any subsidy provided by or through the CLT).

Purchase Option Price: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land, together with any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's permission and otherwise in accordance with Exhibit 3 hereof. The Homeowner may not mortgage the CLT's interest in the Leased Land and may not grant any mortgage without CLT's permission.

Event of Default: Any violation of the terms of this Lease unless corrected prior to foreclosure ("cured") by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written Notice of Default has been given by CLT in accordance with the procedures set out herein or under applicable law.

ARTICLE 1: Homeowner's Letter of Agreement.

Attached as Exhibit 1: HOMEOWNER'S LETTER OF AGREEMENT and made part of this Lease by reference is a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including those parts of the Lease that affect the resale of the Home).

ARTICLE 2: Leasing of Rights to the Land

2.1 CLT LEASES THE LEASED LAND TO HOMEOWNER: The CLT hereby leases to the Homeowner, and the Homeowner hereby accepts, the right to possess, occupy and use the Leased Land (described in the attached Exhibit 5: LEASED LAND) in accordance with and subject to the terms of this Lease. CLT has furnished to Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER: CLT does not lease to the Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT, but the CLT shall not remove any such minerals from the Leased Land during the lease term without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Landowner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years from the Effective Date, beginning on the XXth day of Month, year, and ending on the date priorth day of Month, Current year + 99, unless terminated sooner or renewed as provided below.

3.2 HOMEOWNER OPTION TO RENEW LEASE: Homeowner has the option to renew this Lease for one additional 99-year period (as described herein, the "Renewal Option"). The CLT may

change the terms of the Lease as applicable to the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by the Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (the "Expiration Notice"). The Expiration Notice shall also describe any changes that CLT intends to make to the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner's desire to renew in accordance with the Expiration Notice (the "Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When the Homeowner has exercised the Renewal Option, Homeowner and CLT shall sign a memorandum stating that the Renewal Option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section 13.12 below. The CLT shall record this memorandum in accordance with applicable law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new landowner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached Exhibit 4: FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE ONLY FOR RESIDENTIAL AND RELATED PURPOSES: Homeowner shall use, and allow or permit others to use, the Home and Leased Land only for purposes permitted by local zoning law.

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBILITY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowners shall dispose of all waste in a safe and sanitary manner and in accordance with all laws, codes and regulations in effect at any given time. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws, codes and regulations in effect at any given time, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST NINE MONTHS EACH YEAR: The Homeowner shall occupy the Home for at least nine months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's dependent, spouse or other persons approved by CLT shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5 below.

4.5 LEASED LAND MAY NOT BE SUBLEASED WITHOUT CLT'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time (including pursuant to so-called "short term rentals" or "timeshares", provided that this shall not prevent Homeowner from having a roommate or housemate as long as Homeowner remains at all times the primary occupant), without the written permission of CLT. The homeowner agrees that CLT shall have the right to withhold such consent to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by the CLT, plus an amount approved by CLT to cover Homeowner's costs in owning the Home, including but not limited to the cost of taxes, repairs, insurance and mortgage interest.

Notwithstanding the above, the CLT will not restrict the Homeowner's ability to take in temporary boarders or charge rent for such temporary occupancy, subject both to codes of the City _____ and the established policies of the CLT regarding such temporary boarding.

4.6 CLT HAS A RIGHT (BUT NOT A DUTY) TO INSPECT THE LEASED LAND: The CLT may inspect any part of the Leased Land, at any reasonable time, after notifying the Homeowner at least 14 days before the inspection. The CLT may inspect the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 14 days before the planned inspection. In an emergency, the CLT may inspect any part of the Leased Land including the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the inspection.

If the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to such sale. The CLT must notify the Homeowner at least 24 hours before carrying out such an inspection. CLT shall not be responsible to the current or any subsequent Homeowner or to any third party for the results of any such inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The CLT has no desire or intention to interfere with the personal

lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease and applicable law.

ARTICLE 5: Lease Fee

5.1 AMOUNT OF LEASE FEE: Subject to the remaining provisions of this Lease, the Homeowner shall pay a monthly Lease Fee in the initial amount of thirty dollars (\$30) to be paid in return for the continuing right to possess, occupy and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID: The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by that Mortgagee.

5.3 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY: CLT may (but is not required to) reduce or suspend the total amount of the Lease Fee for a period of time to be determined by CLT for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.4 LEASE FEES MAY BE INCREASED FROM TIME TO TIME: The CLT may increase the amount of the Lease Fee from time to time, but not more often than once every seven (7) years, with the Lease Fee following such increase not greater than two times the amount of the Lease Fee prior to such increase.

5.6 LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED: If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 or 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time or any reason, then during that time the Lease Fee shall be increased to an amount calculated by CLT to equal the fair monthly rental value of the Leased Land for use not restricted by the suspended provisions, but initially an amount not greater than one percent (1%) of the fair market value of the Leased Land, as determined by CLT. Such an increase shall become effective upon CLT's written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the CLT may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the property. In the event of foreclosure, eviction, or deed in lieu, the Lease Fee shall not be increased until process is complete, and title is in the name of the Permitted Mortgagee.

5.7 IF PAYMENT IS LATE, INTEREST CAN BE CHARGED: If the CLT has not received the entirety of any monthly installment of the Lease Fee (or any amount deemed to be or treated as an additional Lease Fee hereunder) on or before the date on which the such installment or payment first becomes payable under this Lease (the "Due Date"), the CLT may require Homeowner to pay interest on the unpaid amount from the Due Date through and including the date the entire amount of such payment or installment is received by CLT at the lesser of (a) the maximum rate of interest permitted by law or (b) a rate of one-and one-half percent per month. Such interest shall be deemed additional Lease Fee and shall be paid by Homeowner to CLT upon demand; provided, however, that CLT may waive any such interest that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30th) day after the Due Date. In addition, the CLT may collect a fee in the amount of the actual

cost to the CLT in the event that any check tendered to CLT for payment is for any reason returned unpaid. Such fee shall be deemed additional Lease Fee and shall be paid by Homeowner to CLT upon demand.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD: In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to Homeowner. The CLT shall have, and the Homeowner hereby consents to, a lien upon the Home to secure payment of any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in Section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: Homeowner shall pay directly, when due, all taxes and governmental assessments (howsoever denominated or styled) that relate to the Home and/or the Leased Land (including without limitation any taxes relating to the CLT's interest in the Leased Land).

6.2 CLT WILL PASS ON ANY TAX BILLS IT RECEIVES TO HOMEOWNER: In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and/or the Leased Land, provided that the exercise of such right shall not be deemed to permit Homeowner to undertake any action that otherwise might jeopardize CLT's title to or rights in the Leased Land or this Lease. Upon receiving a reasonable request from Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings, including expenses to CLT, shall be paid by the Homeowner, and CLT may request assurance that such expenses will be timely and fully paid. CLT may require Homeowner to furnish a bond or other security securing payment of any taxes relating to the Home and/or the Leased Land, as acceptable to CLT. Alternatively, CLT may pay the amount of such tax and charge such payment to Homeowner as an additional Lease Fee, which shall be paid by Homeowner to CLT upon demand.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner for any reason (including as a result of any tax contest) fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND:

All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be property of the Homeowner. Title to the Home shall be and remain vested in the Homeowner. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and the CLT's Purchase Option (as defined in Section 10.6). In addition, the Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner has purchased or is simultaneously purchasing the Home located at that time on the Leased Land, as described in the Bill of Sale, a copy of which is attached to this Lease as Exhibit 2: BILL OF SALE.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for, directly or indirectly, by the Homeowner and not by CLT; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws, code and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (and (d), CLT shall give its prior written consent.

For any construction requiring CLT's prior written consent, Homeowner shall submit a written request to CLT. Such request shall include:

- a) a written statement of the reasons for undertaking the construction;
- b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;
- c) a list of the necessary materials, with quantities needed;
- d) a statement of who will do the work;
- e) evidence, satisfactory to CLT, of Homeowner's ability to pay for any such improvements;
- f) evidence of any required permits, inspections, lien waivers and lien releases, ensuring no lien is or shall be placed on the property.

If the CLT finds it needs additional information or imposes additional requirements (such as, for example, insurance or bonding), it shall request such information or impose such requirements from the Homeowner within two weeks of receipt of the Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give the Homeowner either (x) its written consent (which may include such conditions as CLT sees fit to impose); (y) a written statement of its reasons for not consenting; or (z) may request additional time to determine whether or not to grant or deny such consent. Any decision of CLT shall be final. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided. If

Homeowner desires a Capital Improvement Credit at resale, Homeowner must follow any Capital Improvements Policy provided by the CLT at the time of construction.

7.4 HOMEOWNER MAY NOT ALLOW STATUTORY LIENS TO REMAIN AGAINST LEASED LAND OR HOME: Homeowner shall not permit any statutory or other lien, mortgage or encumbrance (collectively, "liens") (other than the lien of a Permitted Mortgage) to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. Homeowner shall act to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If the Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question, and CLT may charge all amounts expended in order to discharge such lien as additional Lease Fee, to be paid immediately upon demand. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand. Non-payment of such fees shall be considered a term of default.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing and paying for all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished when needed. Any related expenses incurred by CLT shall be charged back to the Homeowner as additional Lease Fee, to be paid immediately upon demand.

7.6 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE HOMEOWNER: Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due to the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorney's fees incurred by the CLT.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT'S PERMISSION: The Homeowner may mortgage the Home only with the written permission of CLT. Any mortgage

permitted in writing by the CLT is defined as a “Permitted Mortgage”, and the holder of such a mortgage is defined as a “Permitted Mortgagee”.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner’s purchase of the Home.

8.3 CLT MUST GIVE SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to the CLT must include:

- a. the name of the proposed lender;
- b. Homeowner’s reason for requesting the loan;
- c. the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- d. expected closing costs;
- e. the rate of interest;
- f. the repayment schedule;
- g. a copy of the appraisal commissioned in connection with the loan request.

CLT may also require Homeowner to submit additional information. CLT will not permit such a mortgage loan if, among other things, such loan increases Homeowner’s total mortgage debt to an amount greater than eighty percent (80%) of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or the CLT. An exception may be made by the Executive Director when, in the judgment of the Executive Director, refinancing would contribute to the affordability of the Home.

8.4 IN THE EVENT OF REFINANCING OR OTHER SUBSEQUENT MORTGAGES CLT IS REQUIRED TO PERMIT A “STANDARD PERMITTED MORTGAGE.” The CLT shall be required to permit any mortgage for which the mortgagee has signed a “Standard Permitted Mortgage Agreement” as set forth in “Exhibit 3: Permitted Mortgages, Part C,” and for which the loan secured thereby does not increase Homeowner’s total mortgage debt to an amount greater than eighty percent (80%) of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in “**Exhibit 3: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee,**” which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in “Exhibit 3: Permitted Mortgages, Part B, Rights of Permitted Mortgagee,” which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.9 below. Additionally, any outstanding clean-up costs, liens, or taxes shall be subtracted from the Purchase Option Price described in Section 10.9. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay over all such amount to CLT. IN THE EVENT OF FORECLOSURE, CLT WILL RETAIN OWNERSHIP OF THE LAND.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner’s possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. Homeowner shall indemnify, defend and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable only for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT’s agents or employees.

9.3 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner’s responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses (including attorneys’ fees and court costs) caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND. Homeowner shall, at Homeowner’s expense, keep the Home continuously insured against “all risks” of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the CLT of the proposed change at least 30 days

prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan as amended from time to time or any replacement or substitute thereto, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available. In addition, Homeowner shall maintain any other policies of insurance as may reasonably be required by CLT from time to time, taking into account market standards at such time.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of five-hundred-thousand dollars (\$500,000) per occurrence and in the aggregate. The CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to the CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage shall be increased from time to time at the CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of such increase in coverage shall be based on current trends in homeowner's liability insurance coverage in the area in which the Home is located. Homeowner shall provide proof of insurance annually.

9.5 WHAT HAPPENS IF HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Homeowner shall also promptly and at its own expense take all steps reasonable or necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify CLT of this problem, and CLT may (but is not obligated to) then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of

Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above;

SIXTH, the balance, if any, to the CLT.

9.6 WHAT HAPPENS IF SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost, unusable for housing purposes (whether as a result of zoning requirements or otherwise) or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land or the relevant portion thereof. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5 above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated because of damage not the result of the negligence or other fault of Homeowner, or of destruction or taking, CLT shall take reasonable steps to allow the Homeowner to purchase another home on another parcel of leased land owned by CLT, if such a home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. The Homeowner understands that there are numerous reasons why it may not be possible to make such a home available, that there can be no assurances that any such home will be priced comparably to the Home, that such home will be in the same neighborhood or have comparable specifications to the Home and Homeowner shall have no claim against CLT if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households. Homeowner acknowledges and agrees to each of the provisions of this Article 10 and acknowledges and agrees that such provisions shall run with the land.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR TO QUALIFIED PERSONS: Homeowner may transfer the Home or any interest therein only to the CLT or to an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

“Income-Qualified Person” shall mean a person or group of persons who qualifies as a Homeowner based upon the CLT’s income requirements (if any) and other requirements at the time of transfer. CLT shall be responsible for verifying and determining, in good faith, whether a given individual is an “Income Qualified Person”.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner’s estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and Homeowner’s rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as “a,” “b,” or “c,” provided that a Letter of Agreement (as described in Article 1 above) is submitted to CLT to be attached to the Lease when it is transferred to the heirs.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner’s household who have resided in the Home for at least one year immediately prior to Homeowner’s death.

Any other heirs, legatees or devisees of Homeowner, in addition to submitting Letters of Agreement as provided above, must demonstrate to CLT’s satisfaction that they are Income-Qualified Persons as defined above. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article.

10.4 HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL: If Homeowner wishes to sell Homeowner’s Property, Homeowner shall notify CLT, in writing, of such wish, using the form attached as Exhibit 10 hereto (the “Intent-to-Sell Notice”). This Intent to Sell Notice shall

include, among other things, a statement as to whether Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION A DETERMINATION OF VALUE: No later than ten (10) days after CLT's receipt of Homeowner's Intent-to-Sell Notice, CLT shall commission a broker's price opinion of the Leased Land and the Home (a "BPO") to be furnished by a licensed real estate broker chosen by CLT on such broker's standard form. Instead of a BPO, Homeowner may request that CLT commission a market valuation of the Leased Land and the Home (an "Appraisal") to be performed by a duly licensed appraiser who is reasonably acceptable to CLT. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. CLT shall pay the cost of any BPO and Homeowner shall pay the cost of any Appraisal. Copies of the BPO or Appraisal, as applicable, are to be provided to both CLT and Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from the Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below (the "Purchase Option"). The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying the Homeowner, in writing, of such election (the "Notice of Exercise of Option") within forty-five (45) days of the receipt of the BPO or Appraisal, or the Option shall expire unexercised. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person or Income Qualified Persons who meet all CLT program requirements.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option, or Homeowner may sell the Home and Homeowner's rights to the Leased Land as provided in Section 10.7 below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and Homeowner.

Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another party.

10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS: If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by Section 10.6 above, Homeowner may then sell the Home, for a price no

greater than the then applicable Purchase Option Price, to any party regardless of whether that party is an Income-Qualified Person.

10.8 AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its Purchase Option and complete the purchase of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner in accordance with the concluding portion of Section 9.5 hereof.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF DETERMINED VALUE OF HOMEOWNER'S OWNERSHIP INTEREST OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the Determined Value of Homeowner's Ownership Interest at Resale determined in accordance with the BPO or Appraisal, as applicable, as calculated in line "d" of Section 10.10 below or (b) the Formula Price calculated in accordance with Section 10.10 below.

10.10 HOW THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to Homeowner's Base Price, as stated below, plus 25% of the increase in market value of the Home and Leased Land, if any, plus 100% of the value of Capital Improvements (defined below), if any, calculated in the way described below.

Homeowner's Base Price: The parties agree that the Homeowner's Base Price for Homeowner's Property as of the signing of this Lease is \$_____.

Initial Appraised Value: The parties agree that the determined value of the Home and Leased Land at the time of Homeowner's purchase (the "**Initial Determined Value**") is \$_____, as documented by the broker's or appraiser's report by _____, dated _____, which is incorporated herein by reference.

Increase in Market Value: The increase in market value of the Home and Leased Land equals the value of the Home and Leased Land (as determined by the BPO or the Appraisal, as applicable) at time of sale, calculated according to Section 10.5 above, minus the Initial Determined Value.

Homeowner's share of Increase in Market Value: Homeowner's share of the increase in the market value of the Home and Leased Land equals twenty-five percent (25%) of the increase in market value as calculated above.

Capital Improvements Credit(s). Homeowner's capital improvement credits, as determined by CLT's Capital Improvements Policy at the time of improvement.

Summary of Formula Price: The Formula Price equals Homeowner's Base Price plus Homeowner's Share of Increase in Market Value, plus Capital Improvement Credit(s).

10.11 QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE: The CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be comparable to those of new leases issued to homebuyers at that time for land of similar characteristics not previously leased by the CLT.

10.12 PURCHASER MAY BE CHARGED A TRANSFER FEE. In the event that Homeowner sells the home to a party other than the CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than 3.0% of the Purchase Option Price.

10.13 HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER: The Homeowner shall make necessary repairs when the Homeowner voluntarily transfers the Home as follows:

- a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at Buyer's sole expense an approved building inspector to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.
- b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and the CLT within 10 days after receiving the Inspection Report.
- c) Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5 above prior to transferring the Home.
- d) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from Homeowner's proceeds of sale in a CLT-approved escrow account. SUCH AMOUNT SHALL BE RELEASED TO HOMEOWNER UPON COMPLETION OF PAYMENT FOR THE REPAIRS OR PAID TO THE LICENSED CONTRACTOR COMPLETING SUCH REPAIRS.
- e) Homeowner shall allow CLT, Buyer, and Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.
- f) Upon sale or other transfer, Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: RESERVED

ARTICLE 12: DEFAULT AND ANY OTHER REPAIRS

12.1 WHAT HAPPENS IF HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and any Permitted Mortgagee. However, if Homeowner makes a good faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

12.2 WHAT HAPPENS IF HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required in the judgment of CLT to complete the cure.

12.3 WHAT HAPPENS IF HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to law (and Homeowner repudiates or otherwise fails to reaffirm this Lease or the purchase of the Home), or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner's interest in the Leased Land by a court of competent jurisdiction and such trustee repudiates or otherwise fails to reaffirm this Lease or the purchase of the Home, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:

a) **TERMINATION:** In the case of any of the events of default described above, CLT may terminate this lease and initiate summary proceedings under applicable law against Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any

other amounts owed to the CLT under the terms of this Lease and all reasonable costs incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit 3: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

b) EXERCISE OF OPTION: In the case of any of the events of default described above, Homeowner hereby grants to the CLT (or its assignee) in addition to any other rights afforded CLT hereunder, the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 11.1 or 11.2 above or within 30 days after any of the events constituting an Event of Default under Section 11.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its Purchase Option. Not later than ninety (90) days after the CLT gives notice to the Homeowner of the CLT's intent to exercise its Purchase Option), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 WHAT HAPPENS IF CLT DEFAULTS: CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

13.2 Homeowner and CLT shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 14: GENERAL PROVISIONS

14.2 NOTICES: Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: North Star Neighbors, 201 3rd St NW, Bemidji, MN, 56601

If to Homeowner: —————, (Address)

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker in connection with the purchase of the Home. If any claim is made against CLT regarding dealings

with any broker(s), Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost or damage which may result from such claim.

14.4 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's Purchase Option and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons: the children of any director or employee of the North Star Neighbors living as of the date of this Lease.

14.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the Purchase Option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in Exhibit 4: FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 WAIVER: The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.7 CLT'S RIGHT TO PROSECUTE OR DEFEND: CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Leased Land. Whenever requested by CLT, the Homeowner shall give CLT all reasonable aid (including any power of attorney) in any such action or proceeding.

14.8 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.9 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only by written notice executed by CLT and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the internal laws of the State of Minnesota. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or Homeowner.

14.11 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in a recordable form and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease

IN WITNESS WHEREOF, the parties have executed this lease at _____ on the day and year first above written.
time

HOMEOWNER:

Name

STATE OF MINNESOTA)

)SS.

COUNTY OF _____)

On this 30th day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared ---, known to me to be the person who did execute the above and foregoing instrument and acknowledged to me that they did execute the above and foregoing instrument as her free act and deed.

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires:

NORTH STAR NEIGHBORS:

By: Karen White

Its: Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

On this 30th day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Minnesota personally appeared Karen White, known to me to be the Executive Director of the North Star Neighbors and the person who executed the above and foregoing instrument and acknowledged to me that she executed the above and foregoing instrument with full authority on behalf of said entity.

NOTARY PUBLIC
(NOTARIAL SEAL)

My Commission Expires:

DRAFT

Exhibit 1: LETTER OF AGREEMENT

Letter of Agreement

To: North Star Neighbors (“the CLT”)

Date: September 30th, 2016

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me, homebuyer. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a the “Homeowner.”

I understand the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular, I understand and agree with the following:

One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner.

The terms and conditions of my Lease will keep my home affordable for future “income-qualified persons” (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it, strictly on the terms permitted by the Lease.

As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Please select one of the following:

_____ I reviewed the Ground Lease with my legal counsel, _____
Name of Legal Counsel

_____ I understand my right to review this lease with an attorney but have chosen not to do so.

Sincerely,

_____, Homeowner

Exhibit 2: BILL OF SALE

Bill of Sale

Between

North Star Neighbors (Grantor), a not-for-profit corporation having its principal offices at North Star Neighbors, 201 3rd St NW, Bemidji, MN, 56601, and ———(Grantee), residing at————, (Address).

Witnesseth

That Grantor, in consideration of one dollar and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in EXHIBIT 5: LEASED LAND attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this bill of sale convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this 30th day of September, A.D., 2016.

Signature of North Star Neighbors Duly Authorized Agent, Karen White

STATE OF MINNESOTA)
)SS.
COUNTY OF _____)

On this 30th day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Minnesota, personally appeared Karen White, known to me to be the Executive Director of the North Star Neighbors and the person who executed the above and foregoing instrument and acknowledged to me that she executed the above and foregoing instrument with full authority on behalf of said entity.

(NOTARIAL SEAL)
My Commission Expires:

NOTARY PUBLIC

Exhibit 3: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the of the Lease. All capitalized terms used in this Exhibit shall have the meanings assigned to such terms in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements, unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), the CLT shall have the right to cure the default on the Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.
2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.
3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT’s intent to purchase the Home within thirty (30) days following CLT’s receipt of the Permitted Mortgagee’s notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.
4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT’s interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.
5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT’s interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.
6. The Permitted Mortgagee shall not look to CLT or CLT’s interest in the Leased Land, but will look solely to the Homeowner, Homeowner’s interest in the Leased Land, and the Home for the

payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 of the Lease.

8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.

2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such liability and upon any such assumption the Permitted Mortgagee shall automatically be released from liability under the Lease.

3. In the event that title to the estates of both CLT and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.

4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such

new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, Homeowner and the Permitted Mortgagee.

5. The CLT shall have no right to terminate the Lease during such time as the Permitted Mortgagee has commenced foreclosure in accordance with the provisions of the Lease and is diligently pursuing the same.

6. In the event that CLT sends a notice of default under the Lease to Homeowner, CLT shall also send a notice of Homeowner's default to Permitted Mortgagee. Such notice shall be given in the manner set forth in Section 13.2 of the Lease to the Permitted Mortgagee at the address which has been given by the Permitted Mortgagee to CLT by a written notice to CLT sent in the manner set forth in said Section 13.2 of the Lease.

7. In the event of foreclosure sale by a Permitted Mortgagee or the delivery of a deed to a Permitted Mortgagee in lieu of foreclosure in accordance with the provisions of the Lease, at the election of the Permitted Mortgagee the provisions of Article 10, Sections 10.1 through 10.11 shall be deleted and thereupon shall be of no further force or effect as to only so much of the Security so foreclosed upon or transferred.

8. Before becoming effective, any amendments to this Lease must be approved in writing by Permitted Mortgagee, which approval shall not be unreasonably withheld. If Permitted Mortgagee has neither approved nor rejected a proposed amendment within 60 days of its submission to Permitted Mortgagee, then the proposed amendment shall be deemed to be approved.

C. STANDARD PERMITTED MORTGAGE AGREEMENT. A Standard Permitted Mortgage Agreement, as identified in Section 8.4 of this Lease, shall contain the following terms, and shall be signed by Mortgagee and Homeowner.

This Agreement is made by and among:

*US Bank (Mortgagee) and
("Homeowner"),*

Whereas:

a) *North Star Neighbors (the "CLT") and Homeowner have entered, or are entering, into a ground lease ("the Lease"), conveying to Homeowner a leasehold interest in the Land located at ——— (Address) ("the Leased Land"); and Homeowner has purchased, or is purchasing, the Home located on the Leased Land ("the Home").*

b) *The Mortgagee has been asked to provide certain financing to the Homeowner, and is being granted concurrently herewith a mortgage and security interest (the "Mortgage") in the Leased Land and Home, all as more particularly set forth in the Mortgage, attached hereto as Schedule A.*

c) *The Ground Lease states that the Homeowner may mortgage its interest in the Leased Land only with the written consent of CLT. The Ground Lease further provides that CLT is required to give such consent only if the Mortgagee signs this Standard Permitted Mortgage Agreement and thereby agrees to certain conditions that are stipulated herein (“the Stipulated Conditions”).*

Now, therefore, *the Homeowner/Mortgagor and the Mortgagee hereby agree that the terms and conditions of the Mortgage shall include the Stipulated Conditions stated below.*

d) **Stipulated Conditions:**

1) *If Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Mortgage, the Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the “cure period”), the CLT shall have the right to cure the default on the Homeowner’s behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.*

2) *If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.*

3) *If the Mortgagee acquires title to the Home and Homeowner’s interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner’s interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT’s intent to make such purchase within thirty (30) days following the CLT’s receipt of the Mortgagee’s notice of such acquisition of the Home and Homeowner’s interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner’s interest in the Leased Land to another person;*

4) *Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT’s interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Mortgage.*

5) *Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of the CLT’s interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.*

6) *The Mortgagee shall not look to CLT or CLT’s interest in the Leased Land but will look solely to Homeowner and Homeowner’s interest in the Leased Land and the Home for the payment of the*

debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By:

_____ for Mortgagee Date: _____

_____ for Homeowner/Mortgagor Date: _____

DRAFT

Exhibit 4: FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale (“Offering Party”) shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the “Holder”) shall have the following rights:

a) Offering Party shall give written notice of such offer (the “Notice of Offer”) to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer (the “Election Period”) within which to exercise the right of first refusal by giving notice of intent to purchase the property (the “Notice of Intent to Purchase”) for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.

b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.

c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such a one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-(1) year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.

e) **Other Exhibits to be Attached as Appropriate**

Exhibit 5: LEASED LAND

Legal Description of Land:

Exhibit 6: INITIAL APPRAISAL (Attached following page 29)

Request for Council Action

Date: 4/17/2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Jason Stordahl-Public Work Director

RE: SCADA system upgrade

The City’s sanitary and storm sewer lift stations are equipped with Supervisory Control and Data Acquisition (SCADA) systems. These systems are made up of software and hardware elements that allow us to control and monitor our lift stations. However, the systems are aging and no longer working properly, and it is time that we upgrade them.

Integrated Process Solutions (IPS) has been working with the City’s SCADA systems for many years. They are a very dependable company, always here when we need them. IPS has electrical engineers on staff that are experts in SCADA systems. I am asking Council for approval tonight to have IPS & Widseth to develop plans and specifications for both SCADA systems to be upgraded.

Contingent on award of bids once received, I am also asking approval to have IPS provide all necessary programming and field services as described in the attached proposal.

If Council chooses to approve the below work, we have sufficient funds in our Stormwater and Wastewater Enterprise Funds to cover the costs.

Below you will find costs estimates provided by IPS & Widseth

Stormwater Lift Stations SCADA

Engineering (plans & specs)	\$84,930
Engineering (Plans & Specs) – Widseth	\$2,500
Programming, etc.	\$125,300

Sanitary Lift Stations SCADA

Engineering (plans & specs)	\$30,990
Engineering (plans & Spec) - Widseth	\$2,500
Programming, etc.	\$55,100

Recommendation: Approve IPS & Widseth to prepare plans and specifications for the upgrade of the stormwater SCADA system for \$87,430, and sanitary SCADA system for \$33,490. Approve IPS to conduct all necessary work to program the new systems (SW \$125,300 & WW \$55,100), contingent on award of bid for the SCADA systems upgrade.



Integrated Process Solutions, Inc.

Corporate Office:
34696 412 St SE • PO Box 26
Fosston, MN 56542
218.435.1703

Regional Offices:
Albany, MN - 320.345.1457
Waunakee, WI - 608.849.4375
www.ipsamerica.biz

Date: March 1, 2024

Project: East Grand Forks Sanitary & Storm Station Controls Upgrade

Engineer: Widseth

Project Location: East Grand Forks, MN

Bid Date: RFP

Project Number: J002491

Integrated Process Solutions, Inc. is pleased to provide the following proposal and scope of work for the above subject project. Our proposal is based on our recent meeting with the City of East Grand Forks, Widseth, and our knowledge of the City's existing systems. We are pleased to offer the following for your review and consideration:

Project Overview

The scope of the project entails electrical and controls engineering for three control system upgrades. Storm water pumping stations, sanitary lift stations, and the water treatment plant HMI software upgrade. All three systems will be bid under one contract with the priority being the storm water pumping stations.

Storm Water Pumping Stations

The existing storm water pumping stations utilize GE PLC's and Operator Interface Terminals, radio telemetry and Cimplicity HMI software located at the City Shop. At our recent meeting it was agreed to replace the existing PLC's with the latest Rockwell PLC's, Operator Interface Terminals, and select a new HMI platform. The existing radio telemetry will be replaced by EGF fiber optic, a new server for hosting the HMI software will be located at the WTP and be provided and configured by EGF IT personnel.

Design Services

Initial Site Investigation and Documentation
New System Drawing Development and Bill of Materials for Each Site
Network Drawings

Project Drawings and Specifications for Bidding Construction Signed by a Licensed Engineer in the State of Minnesota.

Application Engineering Services

All PLC Programming
All Operator Interface Programming
HMI Graphics and Reporting Meetings with EGF Staff
HMI Graphics and Reporting Programming and Configuration
Factory Testing at IPS of the Entire System
Onsite Installation Oversight
Commissioning and Startup Services

Bidding Services

Provide feedback to all contractor's questions pertaining to the electrical and controls for the facility
Contribute all necessary items for addendums as required

Estimated Hours & Cost For Storm Water Stations

Senior Engineer PE – Design Service

Review Drawings After Design Engineering
Review Specifications After Design Engineering
Review Plans and Specifications and Stamp Drawings for Bidding

Total Hours – 40 @ \$235/HR \$9,400.00

Project Management

Prepare Project Schedules
Manage IPS Design Team
Manage IPS Programming Team
Assist Design Team on Design
Coordinate Field Service & Startup
Coordinate Design and Programming Time and Maintain Budgets
Coordinate AS Built Drawings and O&M with Administration
Prepare Invoicing with Administration

Total Hours 60 @ \$205/HR \$12,300.00

Design Engineering

Perform Onsite Investigation
Select Components For Design
Design 100% System Drawings for all Upgrades
Generate 100% Bill of Materials or all Upgrades
Generate Specifications & Plans for Bidding

Coordinate AutoCAD Team for System Drawings
Coordinate AutoCAD Team for Bidding Plans
Submittal Reviews
Field Bidding Questions from Contractors

Total Hours 120 @ \$175/HR \$21,000.00

AutoCAD

Develop System Drawings for Control Panel Design
Develop Network Drawings from Designers
Drawing Updates after Design Review
Develop Construction Plans for Bidding
Develop As Started Drawings For O&M's

Total Hours 312 @ \$125/HR \$39,000.00

Administration

Document Support & O&M Manuals
Manage Invoicing

Total Hours 34 @ \$95/HR \$3,230.00

PLC Programming

Perform Control Loop & Sequence of Operations Meetings with Owner
Program PLC's
Factory Test PLC's & Programs
Support Field Engineering with Startup & System Testing
Control Enhancement Time for any changes the owner identifies

Total Hours 240 @ \$175/HR \$42,000.00

HMI/OIT Programming

Graphics Meeting No. 1 with Owner to Discuss Graphic Types and Options
Create Graphic Screens
Graphics Meeting No. 2 with Owner to Review Graphics
Data Base Development
Operator Interface Terminal Screens Meeting with Owner same time as HMI Graphics
Develop Operator Interface Screens
Reporting Software Meeting with Owner to establish Reports
Develop Reports
Factory Test HMI with PLC's
Support Field Engineering with Startup & Implementation of System
Graphic Screen Enhancement Time for any changes the owner identifies

Total Hours 220 @ \$175/HR \$38,500.00

Field Service Engineer

Assist with Factory Testing
Onsite Installation Inspection & Assistance with Contractor
System Checkout of Each Station
Field Verification and Final I/O Checkout back to HMI Computer
Warranty

Total Hours 232 @ \$150/HR \$34,800.00

Travel & Expenses \$10,000.00

The total price for the Storm Water Stations is \$210,230.00

Sanitary Lift Stations

The existing sanitary lift stations utilize Rockwell Micro 1400 PLC's and C-More Operator Interface Terminals. The remote stations utilize fiber optic communications, the remote stations will not have any modifications preformed. The existing HMI and computers will be replaced with a new server at WTP hosting the new HMI software. The new server will be provided and configured by EGF IT personell. New graphics, reports, and alarm dialer will be implemented.

Design Services

Initial Site Investigation and Documentation
New System Drawing Development and Bill of Materials
Network Drawings
Project Drawings and Specifications for Bidding Construction Signed by a Licensed Engineer in the State of Minnesota.

Application Engineering Services

HMI Graphics and Reporting Meetings with EGF Staff
HMI Graphics and Reporting Programming and Configuration
Onsite Installation Oversight
Commissioning and Startup Services

Bidding Services

Provide feedback to all contractor's questions pertaining to the electrical and controls for the facility
Contribute all necessary items for addendums as needed.

Estimated Hours & Cost For Sanitary Lift Stations

Senior Engineer PE – Design Service

Review Drawings After Design Engineering
Review Specifications After Design Engineering
Review Plans and Specifications and Stamp Drawings for Bidding

Total Hours – 24 @ \$235/HR \$7,080.00

Project Management

Prepare Project Schedules
Manage IPS Design Team
Manage IPS Programming Team
Assist Design Team on Design
Coordinate Field Service & Startup
Coordinate Design and Programming Time and Maintain Budgets
Coordinate AS Built Drawings and O&M with Administration
Prepare Invoicing with Administration

Total Hours 30 @ \$205/HR \$6,150.00

Design Engineering

Perform Onsite Investigation
Select Components and Software For Design
Generate 100% Bill of Materials for Software Upgrades
Generate Specifications & Plans for Bidding
Coordinate AutoCAD Team for System Drawings
Coordinate AutoCAD Team for Bidding Plans
Submittal Reviews
Field Bidding Questions from Contractors

Total Hours 80 @ \$175/HR \$14,000.00

AutoCAD

Develop Network Drawings from Designers
Drawing Updates after Design Review
Develop Construction Plans for Bidding
Develop As Started Drawings For O&M's

Total Hours 24 @ \$125/HR \$3,000.00

Administration

Document Support & O&M Manuals
Manage Invoicing

Total Hours 8 @ \$95/HR \$760.00

PLC Programming

Modifications to Existing Master PLC
Assist with Startup & System Testing
Control Enhancement Time for any changes the owner wishes

Total Hours 16 @ \$175/HR \$2,800.00

HMI/OIT Programming

Graphics Meeting No. 1 with Owner to Discuss Graphic Types and Options
Create Graphic Screens
Graphics Meeting No. 2 with Owner to Review Graphics
Data Base Development
Operator Interface Terminal Screens Meeting with Owner same time as HMI Graphics
Develop Operator Interface Screens
Reporting Software Meeting with Owner to establish Reports
Develop Reports
Assist with Startup & Implementation of System
Graphic Screen Enhancement Time for any changes the owner wishes

Total Hours 160 @ \$175/HR \$28,000.00

Field Service Engineer

Field Verification and Final I/O Checkout back to HMI Computer from each lift station
Warranty

Total Hours 120 @ \$150/HR \$18,000.00

Travel & Expenses \$6,300.00

The total price for the Sanitary Lift Stations is \$86,090.00

Water Treatment Plant HMI Software Upgrade

The WTP controls were updated in 2018 utilizing new Rockwell CompactLogix PLC platform and Rockwell Factory Talk HMI Software. Under this contract the Rockwell Factory Talk will be updated to the latest version.

Design Services

Project Drawings and Specifications for Bidding Construction Signed by a Licensed Engineer in the State of Minnesota.

Application Engineering Services

Implementation of new Factory Talk HMI Software

Estimated Hours & Cost

Senior Engineer PE – Design Service

Review Specifications After Design Engineering
Review Plans and Specifications and Stamp Drawings for Bidding

Total Hours – 4 @ \$235/HR \$940.00

Project Management

Prepare Project Schedules
Coordinate Design and Programming Time and Maintain Budgets
Coordinate AS Built Drawings and O&M with Administration
Prepare Invoicing with Administration

Total Hours 4 @ \$205/HR \$820.00

Design Engineering

Select Components For Design
Generate Specifications & Plans for Bidding
Submittal Reviews
Field Bidding Questions from Contractors

Total Hours 8 @ \$175/HR \$1,400.00

Administration

Document Support & O&M Manuals
Manage Invoicing

Total Hours 4 @ \$95/HR \$380.00

HMI/OIT Programming

Installation and Testing of New Software
Assist with Startup & Implementation of System

Total Hours 8 @ \$175/HR \$1,400.00

Field Service Engineer

Field Verification and Final I/O Checkout back to HMI Computer
Warranty

Total Hours 8 @ \$150/HR \$1,200.00
Travel & Expenses \$2,400.00

The total price for the Water Treatment Plant Software Upgrade is \$8,540.00

Thank you for the opportunity to provide our proposal to you for your consideration. Should you have questions or require further information concerning this proposal, please contact me at 218-435-1703.

We look forward to earning your business,

A handwritten signature in blue ink, appearing to read "Peter J. Nelson". The signature is fluid and cursive, with the first name being the most prominent.

Peter J. Nelson
Integrated Process Solutions, Inc.

Request for Council Action

Date: May 7, 2024

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Economic Development Director

RE: \$100000 Builder Incentive Program

Several years ago the City implemented a builder incentive program to provide builders with up to \$100,000 in an interest-free loan to increase sales of lots and the construction of new homes on City residential lots. The program performed well until the City ran out of available funds in 2023. The program was suspended during the summer of 2023 until funding could be found.

In late March The EDA President requested a meeting with the City Administrator, Finance Director, and Economic Development Director to discuss how to revive the program. He, the Director, and the City Attorney have all received requests to use the program this year.

The 280 account now has the funding for up to 3 loans. This is a short-term solution; the funds in that account will be depleted as other expenditures are taken from the account.

Because the program is a loan rather than an expenditure, funds could be lent from an account that has funds and be made available for the program. Each "expense" is offset by a credit so that there is no net impact on the City budget.

The program reduces the cost of construction for the builders, allowing them to build more affordable homes. There is a large pent-up demand for this program.

Therefore, the group decided that it would be prudent to ask the City Council to allow access to another account, such as the City reserves, to fund up to five additional loans. The program is expected to facilitate the sale of City-owned lots and help the City exit the business of developing and selling residential lots sooner.

Attached are the program parameters and revisions suggested when this program was last discussed.

May 7, 2024

On April 16 the EDA recommended reviving the program for three homes and also recommended that the Council allow access to other funds for up to five additional homes.

Recommendation:

1. That the City Council revive the \$100,000 builder incentive program with the currently available 280-account funds, subject to the original and revised parameters.
2. That the City Council authorize the use of other funds, such as the City reserves, to allow up to five additional loans.

**CITY OF EAST GRAND FORKS, MINNESOTA
EAST GRAND FORKS ECONOMIC DEVELOPMENT AUTHORITY
CITY-OWNED LOT RESIDENTIAL CONSTRUCTION PROGRAM**

The purpose of the City-owned Lot Residential Construction Program is to induce increased residential development on the residential lots owned by the City of East Grand Forks. The program will provide resources for up to three homes, on a rotating basis, to be built on residential lots owned by the City of East Grand Forks. The City will require \$1,000.00 in earnest money per lot and will provide up to \$100,000.00 to the contractor to purchase materials and supplies. The unpaid portion of the price of the lot and the \$100,000.00 will be a no interest construction loan.

I. CONTRACTOR ELIGIBILITY:

- a. Contractor is licensed in State Minnesota.
- b. Contractor is insured and Bonded in the State of Minnesota.
- c. Contractor shall be in good standing to perform and is considered a responsible contractor to perform construction work for the City of East Grand Forks.
- d. The Contractor shall provide a confidential financial Statement demonstrating the ability to personally finance the completion of the project or to obtain additional construction financing and will provide a letter of intent for the lender.
- e. The Contractor shall provide a site plan and building plans and specifications acceptable to the City of East Grand Forks.
- f. The home shall conform to City and State codes and all restrictive covenants.
- g. The home shall be for resale; the Contractor shall not be the resident of the home built under the program.
- h. Construction shall be complete and ready for occupancy within 8 months from the date of the agreement.
- i. The Contractor shall provide a release and sworn construction statement, lien waivers, and indemnification upon sale of the home or termination of this agreement whichever comes first.

II. CONTRACTOR APPROVAL

- a. The EDA Loan committee will investigate the credentials and financial statement of the Contractor for preliminary approval into the program pending Community Development Director and Building Official's approval.
- b. Community Development office and the East Grand Forks Building Official will review the site plan, building plans and specifications and issuance of all permits required to begin the construction project.
- c. Upon final approval the Contractor will be issued a building permit.

III. LOAN TERMS

- a. Loan will be for \$100,000.00 plus the price of the lot less \$1,000.00 earnest money with no interest.
- b. The initial term of the construction loan will be one year from the date of the execution of the Land Purchase and Development Agreement.
- c. Loan will be extended on a yearly basis until the home is sold or [] years whatever comes first;
- d. Loan will be secured by real estate mortgage and a personal guaranty by contractor.

IV. SECURITY

- a. Adequate security will be required for all loans.
 1. The loan will be secured by a mortgage with the understanding that the contractor will be securing additional construction financing not to exceeding 90% of the estimated value of the completed home. City will subordinate its position to the primary construction lender
 2. The contractor will provide a personal guaranty for the amount of the loan.
- b. Contractor will enter into a land purchase and development agreement with the City of East Grand Forks, and the East Grand Forks Economic Development Authority (Hereinafter "EDA").
- c. Contractor will sign a promissory note for the price of the Lot less earnest money and the \$100,000.00 construction loan.

- e. Contractor will enter into a disbursement agreement and the EDA will directly pay invoices to insure the EDA's priority under the mortgage over any potential mechanic liens.

V. DISBURSEMENT PROCEDURES

- a. Contractor will enter into a disbursement agreement with the EDA
- b. All required documentation must be received before any funds can be disbursed.
- c. Final Disbursement will be made upon contractor submitting final bill along with a sworn construction statement and lien waivers if appropriate.

VI. INSURANCE REQUIREMENTS

- a. Hazard Insurance will be secured to insure an amount sufficient to cover the amount of the total amount of the loans secured to complete the construction project.
- b. Contractor will be required to have worker's compensation insurance coverage as required by the State of Minnesota.
- c. Contractor will have general liability in an amount satisfactory to the EDA with the City and EDA named as an additional insured.

VII. ELIGIBLE PURPOSES FOR LOAN FUNDS

The \$100,000.00 loan proceeds shall be used to pay for the cost of construction to include but not limited to materials, permits, supplies and subcontractors. The loan funds shall not be used to pay labor for the employees of the Contractor.

VII. OTHER DOCUMENTATION

- a. 3 years profit and loss statements.
- b. 3 years financial statements.
- c. Business entities must provide articles of organization, resolutions, membership agreements, operating agreements, shareholder agreements to determine the authority of the company and owners to sign documents and enter into the transaction



MEMORANDUM

Date September 12, 2023

To EDA

From ED Director

Subject Parameters for Revised \$100,000 Builder Incentive Program

At the August 15 meeting, the EDA discussed the \$100,000 Builder Incentive Program. The EDA suspended the current program due to the lack of funds. The EDA asked the City Council to include funds in a separate account specifically for the program. The EDA asked the Loan Committee to develop parameters for the revised program.

Members of the Loan Committee met on August 24. They identified the purpose of the program to provide an incentive to builders to buy City-owned lots to build spec homes. Based upon the purpose of the program, the Committee identified the following parameters to supplement and amend the current parameters:

- No interest for the first 18 months after the closing on the lot by the builder. 4% annual interest to be applied thereafter.

Recommendation:

Accept and approve the recommendation of the Loan Committee.

Request for Council Action

Date: 04/19/24

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration/Parks & Rec/Police Dept

RE: Consider Special Archery Deer Hunt Application

At the last work session in February, the deer population within city limits was discussed. The Council was receptive to have staff work on preparing the information on a special archery hunt.

Due to issues with connecting with staff at the Minnesota Department of Natural Resources (DNR), this item has not been brought back until now.

If the Council is interested in moving forward with a hunt, the 2024 Special Deer Hunt Recommendation Form – Archery will need to be approved and submitted by April 24th. The question was asked and if it was decided not to move forward with the special hunt, the City would not issue any permits, but it would be advertised by the DNR.

If the special hunt moves forward, staff will continue to work on the management plan which will be requested to be adopted by the City Council at a future meeting. The DNR does not require a management plan for a special hunt.

To keep things manageable and to help work through the process staff is recommending the following guidelines:

- The Special Archery Hunt would be held over 10 days from November 15-24
- 10 permits would be issued to East Grand Forks residents (living within city limits)
- A lottery system would be used to determine who would receive permits
- Five specific areas will be utilized for the archery hunt and two hunters will be assigned to each specific area
- To help with the population reduction, 9 antlerless deer would be targeted, while 1 hunter will have a chance to get a buck.

A special meeting will follow the Work Session for the Council to consider approving the application if interested in moving forward with a hunt in 2024.

2024 Special Deer Hunt Recommendation Form - Archery

This form is to be used for city, park, and SNA archery hunts. This form should be sent to non-DNR hunt coordinators to fill out and return to Area Managers. Area Managers must input the information on this form into the WDRIS system by April 24, 2023.

2024 Archery deer season: September 14-December 31

Hunt Area Name

Hunt Administrator/Contact

Address

Phone

E-mail

Website address with hunt information (if applicable)

Dates of Hunt (From/to; e.g. Oct. 7-8)

GPS coordinates of hunt location (lat, long)

Additional Hunt Dates (from/to...only if part of the same hunt)

Application Deadline *Note: Applications and permitting for most archery special hunts are processed by the hunt administrator. Application dates and methods vary by special hunt.*

Application Fee (if applicable)

Number of Permits (the number of hunters participating in the hunt)

With rare exception, hunters participating in a special hunt will be allowed to use any combination of licenses/permits to take deer in a special hunt regardless of bag limit. Legal bucks must be tagged with a license but bonus permits may be used to take any antlerless deer. If an exception is needed, please contact Barb Keller, barbara.keller@state.mn.us

Bag Limit (Select from drop-down menu) *Note: this is specific to this hunt and may be different from the surrounding permit areas. For example, if a special hunt falls within a permit area that is under lottery management and "2 deer" is selected, an individual hunter can tag both deer during the special hunt with bonus permits and use his/her license in the deer permit area.*

Special Management Strategy

Antlerless only	Antler Point Restriction	Earn-a-buck
Either sex	Other	

Reason for Special Permit Hunt (check all that apply)

- Deer are causing substantial damage to Ag or Forest Crops
- Unacceptable level of deer vehicle accidents are occurring adjacent or in the unit
- Deer are causing a significant negative impact to native plant communities and/or forest regen. in the unit
- Deer are causing significant negative impact to adjacent landowner's vegetation
- Other

Additional comments (e.g., are facilities available for disabled hunters?)

Any questions regarding this form should be directed to Barb Keller, Big Game Program Leader, 651-259-5198 or barbara.keller@state.mn.us

Approvals by Area Manager, Regional Manager, and Big Game Program Leader will occur via the WDRIS application.

Hunt Administrator Approval

CITY OF EAST GRAND FORKS DEER MANAGEMENT PLAN

May 2024



1.0 INTRODUCTION

East Grand Forks, Minnesota, was established in 1887 and is located in northwestern Minnesota on the border with neighboring North Dakota at the intersection of U.S. Highway 2 and Minnesota Highway 220. East Grand Forks runs parallel to the Minnesota-North Dakota border on the Minnesota side of the Red River of the North. The Red Lake River also runs through the city and connects to the Red River of the North.

Following the flood of 1997, the areas close to the river have been turned into the Greenway system on both the Minnesota and North Dakota sides of the river. The Greenway system that include parks, a campground, golf courses, disc golf courses, over 20 miles of trails, with many areas being left as natural habitat. It is this natural habitat that has provided a safe haven for wildlife, especially the white-tailed deer.

In previous years the City Council has discussed issues and complaints that have been received regarding the deer population. Due to additional complaints staff started looking into what could be done, looking at addressing safety concerns, and amending ordinances to include among other things allowing the discharge of a bow and arrow within city limits.

The change in ordinances combined with (but not limited to) the following factors:

- Lack of natural predators
- Abundant food sources
- Wooded shelter
- Free flowing water sources

These factors have led to an increased deer population within the city limits of East Grand Forks. The East Grand Forks Police Department did conduct an informal survey by checking various locations from March 21st through March 28th. That count came to a total of 74 deer being visible in locations such as the greenway area, the campground, city parks, school property, and private residential yards.

2.0 Citizen Complaints

Over the past several years, numerous complaints have been received by the Administration Office about deer damaging gardens, lawns, trees, and shrubbery. There have also been several calls to the Police Department when there have been crashes with deer and vehicles. From January 1, 2020 until March of 2024 there were 90 deer related complaints that were received by the East Grand Forks Police Department.

3.0 IMPACTS

- Substantial reductions of natural vegetation in secure “bedding” areas
- Landscape integrity
- Public safety

City of East Grand Forks – Deer Management Plan

- Reported and potential car / deer collisions

4.0 POPULATION

The East Grand Forks Police Department did conduct an informal count from March 21st to March 28th by marking down the time and location they saw deer in the community. That count came to a total of 74 deer being visible in various locations on both the north end and the south end of the city in locations such as city parks and private residential yards. It is likely the number of deer residing in and very near the city limits exceeds 100 individuals.

5.0 GOALS and OBJECTIVES

GOAL:

To manage the deer population within the city limits of East Grand Forks and to keep the population at an acceptable cultural and biological level.

OBJECTIVES:

- Reduce the population to an acceptable level which reduces the yearly calls to the Police Department and the number of property damage complaints.
- Reduce the chances of car / deer collisions
- Reduce property damage
- Educate the public on the special hunt and the prohibition of feeding deer.

6.0 MANAGEMENT STRATEGIES

Monitoring:

The East Grand Forks Police Department will conduct an annual, informal survey by checking the places routinely frequented by deer during the month of March and report that total number to the MN DNR Area Wildlife Office and the City of East Grand Forks.

Education:

Publish an annual article in the Exponent and create a webpage on the City website educating city residents on the hunt and the prohibition of feeding deer.

7.0 POPULATION CONTROL

1) Regulated Archery

The City of East Grand Forks will work with the Minnesota Department of Natural Resources (through the Thief River Falls Area Wildlife Office) to allow for nine (9) annual, special antlerless permits and one (1) buck permit to be used in special hunts

City of East Grand Forks – Deer Management Plan

during the 2024, 2025 and 2026 archery season, or until the deer population reaches an acceptable level. When that level is achieved, an archery hunt may need to be continued but with fewer permits.

- 2) The local authority responsible for monitoring the regulated archery will be the East Grand Forks Police Department.
- 3) The City of East Grand Forks will modify existing ordinances to allow for a ten-day regulated archery hunt.

8.0 SUPPORT

The City Council and the East Grand Forks Police Department support this deer management plan.

9.0 City Maps

- See Pages 6-8

10.0 Existing Ordinance

132.06 USE OF BOW AND ARROW

It is unlawful for any person to shoot a bow and arrow except in the Physical Education Program in a school supervised by a member of its faculty, or a community wide supervised class or event specifically authorized by the Chief of Police.

11.0 Proposed Amendments to local Ordinance

To Include the following:

Deer stands and similar devices

1 – Generally deer stands and other similar devices which may be used in the taking of wild game including deer are prohibited within the city limits or on city owned property that is outside of city limits.

2 – Exceptions. Individuals approved to participate in a special archery hunt approved by the State DNR may use deer stands and similar devices that comply with local restrictions.

Bow and Arrow/Cross Bows. It is unlawful for any person to shoot a bow and arrow or crossbow within the city limits of the city, except in the physical education program in a school supervised by a member of its faculty, or a community wide-supervised class or an event specifically authorized by the City Council or a bow and arrow/crossbow or archery range authorized by the City Council.

City of East Grand Forks – Deer Management Plan

Hunting. No person shall use a gun, pistol, or firearm of any description to engage in the practice of hunting wild game including deer within city limits or on city-owned land located outside of city limits.

Exceptions. White tail deer may be taken by lawful means of archery within the city limits during special archery hunts as approved by the State DNR. All State DNR rules and regulations will apply to any special hunt. The City of East Grand Forks may restrict the duration and location of said hunting activities. The City may also place local restrictions on said permits and develop a lottery system for the issuance of said permits.

Responsible party. The East Grand Forks Police Department will be responsible for the issuance of any special permits and the monitoring of any special hunts approved by the State DNR.

12.0 Special Hunt Regulations

The special hunt will have following regulations will be in place:

- All hunters will have to attend the mandatory orientation put on by the city and demonstrate their proficiency in shooting archery.
- Hunting permits for the special hunt will only be offered to residents that live within city limits of East Grand Forks.
 - o Only those with permits issued by the City will be allowed to hunt on city property both in city limits and city-owned property outside of city limits.
- Only specific, designated areas can be used for the special hunt.
- All hunters will be required to wear blaze orange.
- An ATV or UTV can be utilized to remove a deer from the designated hunting location and a permit will be issued for use when the permit for hunting is issued.
- To help decrease the deer population, hunters will only be able to hunt for does. This could be subject to change in future years.
- Any hunters found hunting on city property within city limits or on city property located outside of city limits without a permit from the City will be subject to City Code Section 10.99 General Penalty.

This Deer management plan is approved by the City of East Grand Forks:

Date: _____

City of East Grand Forks – Deer Management Plan

Mayor: _____

Steve Gander

City Administrator: _____

Reid Huttunen

DRAFT

2024 Special Deer Hunt Recommendation Form - Archery

Special Meeting #1

This form is to be used for city, park, and SNA archery hunts. This form should be sent to non-DNR hunt coordinators to fill out and return to Area Managers. Area Managers must input the information on this form into the WDRIS system by April 24, 2023.

2024 Archery deer season: September 14-December 31

Hunt Area Name

Hunt Administrator/Contact

Address

Phone

E-mail

Website address with hunt information (if applicable)

Dates of Hunt (From/to; e.g. Oct. 7-8)

GPS coordinates of hunt location (lat, long)

Additional Hunt Dates (from/to...only if part of the same hunt)

Application Deadline *Note: Applications and permitting for most archery special hunts are processed by the hunt administrator. Application dates and methods vary by special hunt.*

Application Fee (if applicable)

Number of Permits (the number of hunters participating in the hunt)

With rare exception, hunters participating in a special hunt will be allowed to use any combination of licenses/permits to take deer in a special hunt regardless of bag limit. Legal bucks must be tagged with a license but bonus permits may be used to take any antlerless deer. If an exception is needed, please contact Barb Keller, barbara.keller@state.mn.us

Bag Limit (Select from drop-down menu) *Note: this is specific to this hunt and may be different from the surrounding permit areas. For example, if a special hunt falls within a permit area that is under lottery management and "2 deer" is selected, an individual hunter can tag both deer during the special hunt with bonus permits and use his/her license in the deer permit area.*

Special Management Strategy

Antlerless only	Antler Point Restriction	Earn-a-buck
Either sex	Other	

Reason for Special Permit Hunt (check all that apply)

- Deer are causing substantial damage to Ag or Forest Crops
- Unacceptable level of deer vehicle accidents are occurring adjacent or in the unit
- Deer are causing a significant negative impact to native plant communities and/or forest regen. in the unit
- Deer are causing significant negative impact to adjacent landowner's vegetation
- Other

Additional comments (e.g., are facilities available for disabled hunters?)

Any questions regarding this form should be directed to Barb Keller, Big Game Program Leader, 651-259-5198 or barbara.keller@state.mn.us

Approvals by Area Manager, Regional Manager, and Big Game Program Leader will occur via the WDRIS application.

Hunt Administrator Approval