

City of Minot

Regular City Council Meeting

Tuesday, January 16, 2024, at 5:30 PM

City Council Chambers, City Hall (10 3rd Ave SW)

Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MAYOR'S REPORT
4. CITY MANAGER'S REPORT

Documents:

[01-16-2024 CITY MANAGER REPORT.PDF](#)

5. PUBLIC HEARING

- 5.1. PUBLIC HEARING: RENAISSANCE ZONE FINAL APPROVAL ON PROJECT M-83 BY ALEX AND NIKI BEACH ON PROPERTY LOCATED AT 501 MAIN STREET SOUTH

Presented by Brian Billingsley

RECOMMENDED ACTION

It is recommended City Council approve this project and authorize staff to advance it to the State of North Dakota for final approval.

Documents:

[M-83 FINAL APPROVAL MEMO.PDF](#)

[M-83 TAX EXEMPTION MEMO.PDF](#)

[POST-WORK PICTURE.PDF](#)

6. CONSENT ITEMS

- 6.1. CITY COUNCIL MINUTES

It is recommended City Council approve the minutes from the December 22, 2023, Special City Council meeting, the January 2, 2024, Regular City Council meeting, and the January 10, 2024, Special City Council meeting.

Documents:

[12222023 COUNCIL MEETING MINUTES.PDF](#)

6.2. ORDINANCES

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

1. **Ordinance No 5934 - Annexation of Lot 1, Dawn to Dusk Addition**
2. **Ordinance No 5935 - Airport Rules and Standards Ordinance**
3. **Ordinance No 5936 - 2024 BA - NDDOT State Planning & Research Grant**
4. **Ordinance No 5937 - HRC Repeal - Ordinance**

Documents:

[ORDINANCE NO 5934 - ANNEXATION OF LOT 1, DAWN TO DUSK ADDITION.PDF](#)
[ORDINANCE NO 5935 - AIRPORT RULES AND STANDARDS ORDINANCE.PDF](#)
[ORDINANCE NO 5936 - 2024 BA - NDDOT STATE PLANNING AND RESEARCH GRANT.PDF](#)
[ORDINANCE NO 5937 - HRC REPEAL - ORDINANCE.PDF](#)

6.3. ADMINISTRATIVE APPROVALS

It is recommended City Council ratify the following Administrative Approvals.

Documents:

[ADMIN APPROVALS 01162024.PDF](#)

6.4. MAYORAL APPOINTMENTS

It is recommended City Council confirm the following appointments:

- o **Amy Rogers to replace Jen Cook on the Renaissance Zone Review Board, with a term to expire December of 2025.**
- o **Kevin Black to replace Adam Hoffman on the Alcohol Ordinance Review and Rewrite Committee.**

6.5. FINAL APPROVAL OF MAGIC FUND GUIDELINES

Presented by Harold Stewart, City Manager

RECOMMENDED ACTION

It is recommended City Council approve the final draft of the MAGIC Fund guidelines.

Documents:

[MAGIC FUND GUIDELINES MEMO.PDF](#)
[MAGIC FUND GUIDELINES_2024-1_MACEDC AND STAFF TRACKED CHANGES.PDF](#)

6.6. MAJOR SUBDIVISION FINAL PLAT: ROSEHILL CEMETERY FOURTH ADDITION
Presented by Doug Diedrichsen

A request by Brian Billingsley, Community and Economic Development Director, or a preliminary plat to consolidate several properties into two (2) lots. The proposed subdivision is to be named Rosehill Cemetery Fourth Addition, being a replat of Outlot 18, Rosehill Cemetery, St. Leo's Cemetery, and St. Anthony Hill Addition, located in the northwest and northeast quarters of Section 25, Township 155N, Range 83W of the Fifth Principal Meridian, to the City of Minot, County of Ward, State of North Dakota.

The property includes three unaddressed properties between 3rd St. SE and approximately 950 linear feet east that abut 11th Ave. SE., 700 11th Ave. SE, and 601 16th Ave. SE.

RECOMMENDED ACTION

It is recommended City Council approve a major subdivision final plat for Rosehill Cemetery Fourth Addition in alignment with the Planning Commission recommendation.

Documents:

CC MEMO -ROSEHILL CEMETERY FOURTH ADDITION.PDF
ATTACHMENT A.PDF

6.7. APPROVAL OF 2023 INTEREST DISTRIBUTION
Presented by David Lakefield, Finance Director

RECOMMENDED ACTION

It is recommended City Council approve the 2023 interest distribution.

Documents:

COUNCIL MEMO INTEREST DISTRIBUTION.PDF
2023 INTEREST DISTRIBUTION.PDF

6.8. MINOT AIR FORCE BASE WATER RATE CONTRACT AMENDMENT
Presented by David Lakefield, Finance Director

RECOMMENDED ACTION

It is recommended City Council approve the ratification of the Finance

Director for signing the Minot Air Force Base (MAFB) water rate contract amendment. The amendment is pertaining to the water rates for the Air Force Base and was effective January 1, 2024.

Documents:

[MAFB CONTRACT AMENDMENT.PDF](#)
[2024 MAFB SIGNED AMENDMENT.PDF](#)

- 6.9. FIRE STATION 5 – FINAL PAYMENT (FD0024)
Presented by Chief Kelli Kronschnabel

RECOMMENDED ACTION

It is recommended City Council approve the retainage payment to Roers in the amount of \$12,000.00.

Documents:

[FS 5 FINAL MEMO ROERS.PDF](#)
[ROERS APPLICATION 18_FINAL.PDF](#)

- 6.10. WARD COUNTY MOU FOR CORONER SERVICES
Presented by Chief Kelli Kronschnabel

RECOMMENDED ACTION

It is recommended City Council authorize the Fire and Police Chief to sign the MOU with Ward County for coroner services.

Documents:

[WARD COUNTY CORONER MOU MEMO.PDF](#)
[WARD COUNTY CORONER MOU.PDF](#)

- 6.11. WARD COUNTY HAZARD MITIGATION PLAN ANNUAL PROGRESS REPORT
Presented by Lance Meyer, City Engineer

RECOMMENDED ACTION

It is recommended City Council receive and file the Hazard Mitigation Plan Annual Progress Report.

Documents:

[HMP MEMO TO COUNCIL.PDF](#)
[MITIGATION ACTION PROGRESS REPORT - MINOT.PDF](#)

6.12. 2024 USGS MONITORING AGREEMENT (4578.3)

Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council approve the standard joint funding agreement with the USGS for operation of two (2) water quality gauges on the Souris River; and authorize the Mayor and Public Works Director to sign the agreement.

Documents:

[MEMO - 2024 USGS MONITORING AGREEMENT.PDF](#)
[24NTJFA0045_JFA PKG.PDF](#)

6.13. NEW LANDFILL ENTRANCE – FINAL PAYMENT (4580)

Presented by Jason Sorenson

RECOMMENDED ACTION

It is recommended City Council approve the final payment amount of \$9,556.85 to Farden Construction, Inc. for the New Landfill Entrance project.

Documents:

[4580 - NEW LANDFILL ENTRANCE - FINAL PAYMENT.PDF](#)
[MINOT LANDFILL PAY APP 4 FINAL_FARDEN_CPS_SIGNED.PDF](#)

6.14. APPROVE THE EXTENSION TO THE SUBRECIPIENT AGREEMENT BETWEEN CITY OF MINOT AND THE MINOT HOUSING AUTHORITY

Presented by Chris Plank

RECOMMENDED ACTION

It is recommended City Council approve the Fourth Amendment to the Subrecipient Agreement between the City of Minot and the Minot Housing Authority extending the period of performance to March 1, 2024, except for those activities required for closeout.

Documents:

[CITY COUNCIL MEMO - MHA 4TH EXTENSION 1-31-24.PDF](#)
[MHA 4TH AMENDMENT SIGNED - 1-10-24.PDF](#)

6.15. ACCEPTANCE OF LAW ENFORCEMENT RESILIENCY GRANT

Presented by Chief John Klug

RECOMMENDED ACTION

1. **It is recommended City Council accept the law enforcement resiliency grant;**
2. **Approve the proposed ordinance on the first reading; and**
3. **Authorize the Mayor, Finance Director, and project director to sign the grant award.**

Documents:

[COUNCIL MEMO BA ND LAW ENFORCEMENT RESILIENCY GRANT.PDF](#)
[9. 2024 BA - LAW ENFORCEMENT RESILIENCY GRANT.PDF](#)
[2024 RESILIENCY GRANT RS25003 AWARD DOCUMENTS.PDF](#)

6.16. FACADE IMPROVEMENT PROGRAM FOR JORDAN ROSS AND MEGAN ROSS
LOCATED AT 23 2ND AVE SE

Presented by Brian Billingsley

RECOMMENDED ACTION

It is recommended City Council approve a forgivable loan application FI-11 for Jordan Ross and Megan Ross for a property located at 23 2nd Ave. SE in an amount not to exceed \$125,362.00, subject to conditions of the program.

Documents:

[FACADE APPLICATION MEMO.PDF](#)
[FACADE PROGRAM APPLICATION REDACTED.PDF](#)
[PROOF OF OWNERSHIP LEGAL DESCRIPTION.PDF](#)
[HISTORICAL PHOTO.PDF](#)
[2011 PHOTO.PDF](#)
[FACADE RESTORATION JGL.PDF](#)
[BID TAB.PDF](#)
[DLC MEMO REDACTED.PDF](#)
[ROOF CONTRACT.PDF](#)
[FI-11 DRAFT CONTRACT - ROSS.PDF](#)

7. ACTION ITEMS

7.1. CHAPTER 13 CITY ORDINANCE UPDATES AND FIRE INSPECTION FEES

Presented by Kelli Kronschnabel, Fire Chief

RECOMMENDED ACTION

1. **Approve the proposed ordinance on first reading; and**
2. **Review and consider the draft resolution setting fire inspection fees.**

Staff will include the final resolution and any edits to the Council on second reading of the proposed ordinance.

Documents:

[COUNCIL MEMO.PDF](#)
[FIRE INSPECTION FEES_ORDINANCE -16 JAN 24.PDF](#)
[FIRE INSPECTION FEES_ORDINANCE - REDLINE.PDF](#)
[FIRE INSPECTION FEES_RESOLUTION_COUNCIL DRAFT.PDF](#)

7.2. TRANSIT CENTER APPROVE PLANS AND SPECIFICATIONS AND 1ST STREET SW TRAFFIC REVISIONS (4171)

Presented by Jason Sorenson

RECOMMENDED ACTION

1. It is recommended City Council approve plans and specifications and authorize a call for bids for the transit center; and

2. Pass the following parking related ordinances due to the Minot Transit Center relocation:

a. Restrict parking on the west side of 1st Street SW between Burdick Expwy W and 3rd Avenue SW

b. Restrict parking on the west side of 1st Street SW between 3rd Avenue SW and 2nd Avenue SW

c. Restrict parking on the west side of 1st Street SW for 210-feet north of 2nd Avenue SW

d. Restrict parking to transit vehicles only for the east side of 1st Street SW between 3rd Avenue SW and 2nd Avenue SW

Documents:

[TRANSIT CENTER 1ST ST SW REVISIONS AND APPROVE PLANS AND SPECS.PDF](#)
[TRANSIT CENTER PRESENTATION FOR COUNCIL UPDATED BH.PDF](#)
[TRANSIT CENTER RENDERING.PDF](#)
[TRANSIT CENTER DESIGN FLOOR PLAN.PDF](#)
[TRANSIT CENTER 1ST STREET PARKING REVISIONS.PDF](#)
[ATTACHMENT B - PROPOSED ORDINANCE.PDF](#)

7.3. DOWNTOWN PARKING GARAGE RFP PROPOSALS

Presented by Harold Stewart, City Manager

RECOMMENDED ACTION

It is recommended City Council accept the proposals, the recommendations of the review committee, and direct staff to proceed with negotiating a development agreement with Edgewood Real Estate

Investment Trust to develop the Central Garage (Project 2-2023).

Documents:

[COUNCIL MEMO FOR DOWNTOWN GARAGE RFP RESPONSES.PDF](#)
[2023 DOWNTOWN PARKING GARAGE RFP COMMITTEE SCORING RESULTS.PDF](#)
[CITY PROJECT 2-2023 \(CENTRAL RAMP\).PDF](#)
[CITY PROJECT 1-2023 \(RENAISSANCE RAMP\).PDF](#)
[EDGEWOOD PROPOSAL \(CENTRAL RAMP\).PDF](#)
[RFP DOWNTOWN PARK RAMPS JULY23.PDF](#)
[23060 MINOT CENTRAL PARKING RAMP EXPANSION PRESENTATION 240116_REDUCED.PDF](#)

7.4. EXTEND MAGIC FUND GRANT TO SOURIS BASIN PLANNING COUNCIL TO FUND THE BUSINESS ACCELERATOR FUND

Presented by David Lakefield, Finance Director

RECOMMENDED ACTION

- 1. It is recommended City Council approve staff to draft an amendment to extend the agreement with Souris Basin Planning Council to fund the Business Accelerator Fund until June 30, 2024; and**
- 2. Authorize the Mayor and Clerk to sign the agreement.**

Documents:

[SBPC MEMO 2024.PDF](#)
[GRANT FUNDING AGREEMENT.PDF](#)

8. PERSONAL APPEARANCES

9. MISCELLANEOUS AND DISCUSSION ITEMS

9.1. MACEDC BIENNIAL PRESENTATION

Documents:

[JANUARY 2024_MACEDC REPORT TO THE CITY.PDF](#)
[ATTACHMENT A_MACEDC STRATEGIC PLAN.PDF](#)
[ATTACHMENT B_MACEDC BOD AND TEAM.PDF](#)
[ATTACHMENT C_MACEDC BRE REPORT.PDF](#)
[ATTACHMENT D_MACEDC LPND COMMITTEE.PDF](#)
[ATTACHMENT E_MACEDC TASK FORCE 21.PDF](#)
[ATTACHMENT F_WAYFINDERS.PDF](#)
[2024.1.16 MACEDC REPORT PRESENTATION_FINAL.PDF](#)

10. LIAISON REPORTS

11. ADJOURNMENT



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: January 16, 2024

City Manager:

Staff has been working on researching and preparing resources and recommendations as directed by Council on ADA compliance. Staff is preparing to present information and options at the second Council meeting in February or the first meeting in March.

The City Manager has been invited to a few local clubs and groups to present a City update. Presentations have been provided to Morning Rotary, Lions Club, and the Know-it-alls. Feedback has been positive from the groups regarding the progress of Minot in 2023.

With the retirement and use of accrued leave of the Economic Development Administrator the position will be advertised for applicants.

Meetings attended included: Community Economic Development Communication meeting; completion of annual performance evaluations for all Department Heads and direct reports to the City Manager; tour of County Administration vacant space as potential location for Municipal Court; Tracks bi-monthly communication meeting; Alcohol Committee meeting; and various internal communication and project meetings.

Public Works
Public Works Interim Director, Jason Sorenson

PUBLIC WORKS ADMIN:

PW admin is working on the design of maintenance projects for 2024. This includes water main replacement, sewer lining, and storm sewer projects.

The MOA for NAWS Biota plant operations and maintenance is now signed by all parties. Work has begun on the Biota Plant budget and how federal reimbursement will take place. Lots of discussion between City, DWR and DEQ on how Biota and Minot Water Plant will operate together and how compliance will be achieved and where.

Work continues on gathering info for the lead service line inventory. This inventory is due in October of 2024 and will be the basis for lead testing and service line replacement.

The Utilities Director attended the weekly design and construction meeting for the various phases of flood control and NAWS that are under design and construction and provide input for the overall design and operation and long-term maintenance.

Water Treatment Department:

Monthly Water Report For December 2023

River Water Treated	0 gallons
Well Water Treated	169,131,000 gallons
Recycle & Facility Water	17,785,000 gallons
Total Water Treated	186,916,000 gallons
Total Water Distributed from HSPS Meters	170,722,000 gallons

AMMONIUM SULFATE	5,350 pounds
CARBON DIOXIDE	94,700 pounds
CHLORINE	20,664 pounds
COAGULANT	11,376 gallons
FLOURIDE	7,943 gallons
LIME RECEIVED	796,330 pounds
PHOSPHATE	2,400 pounds

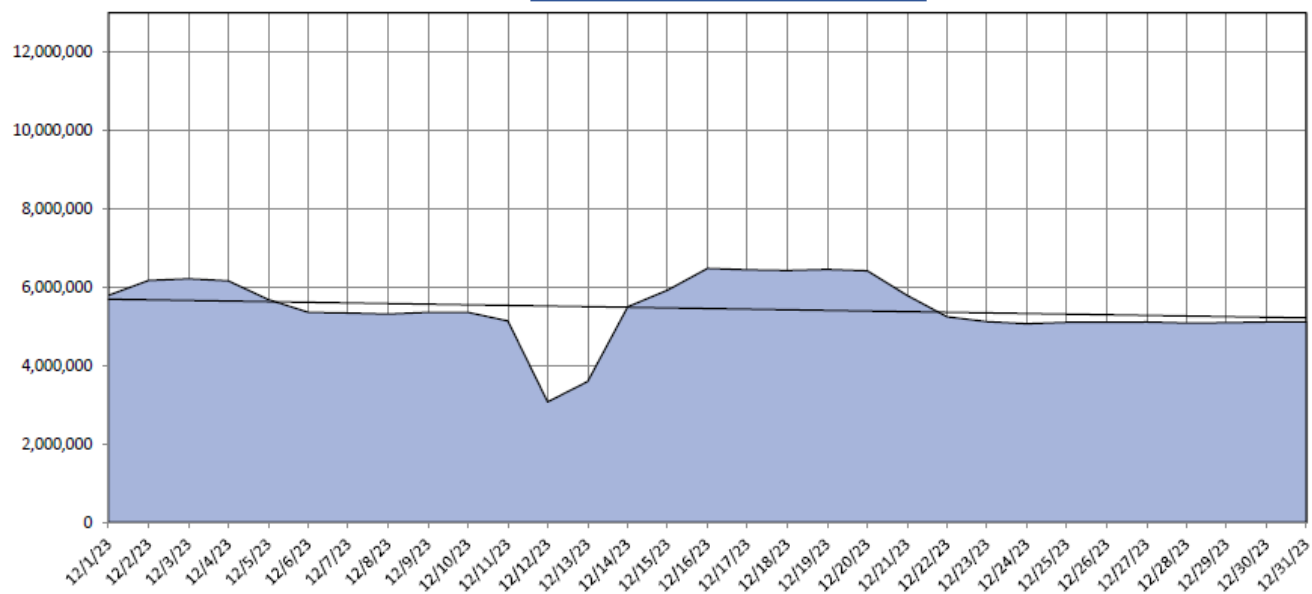
Waste Sludge	137 loads
	1333.40 tons

Bacteria Samples Taken 50 total

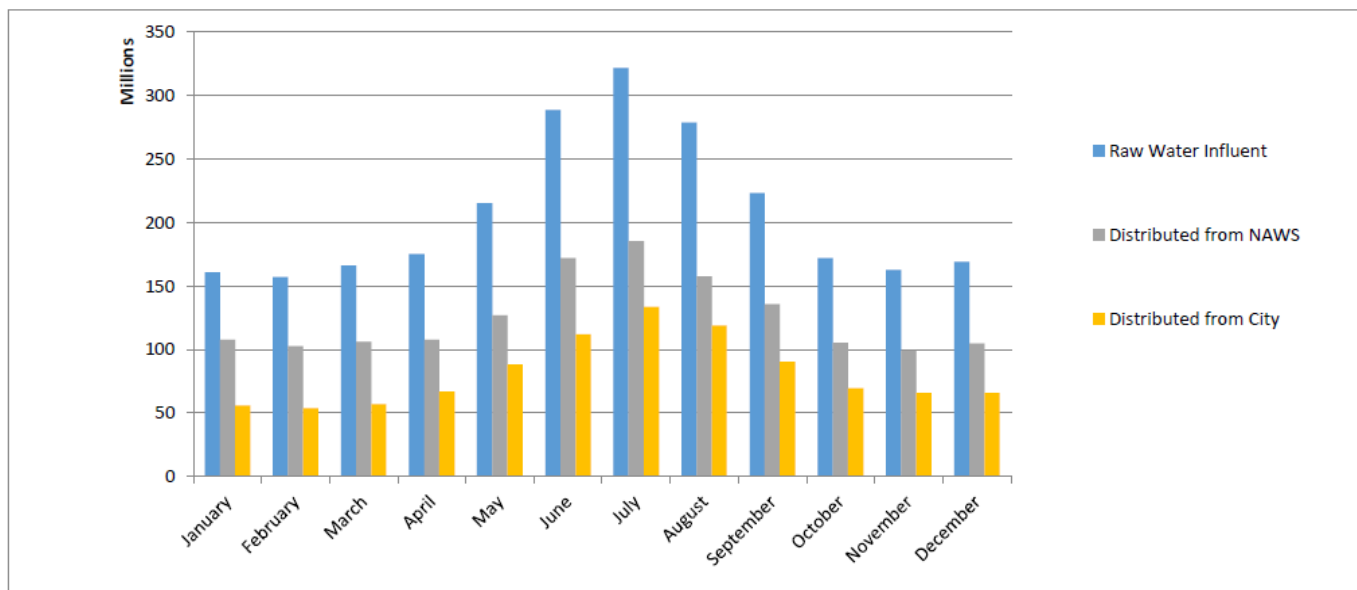
Finish Water Turbidity 0.064 NTU

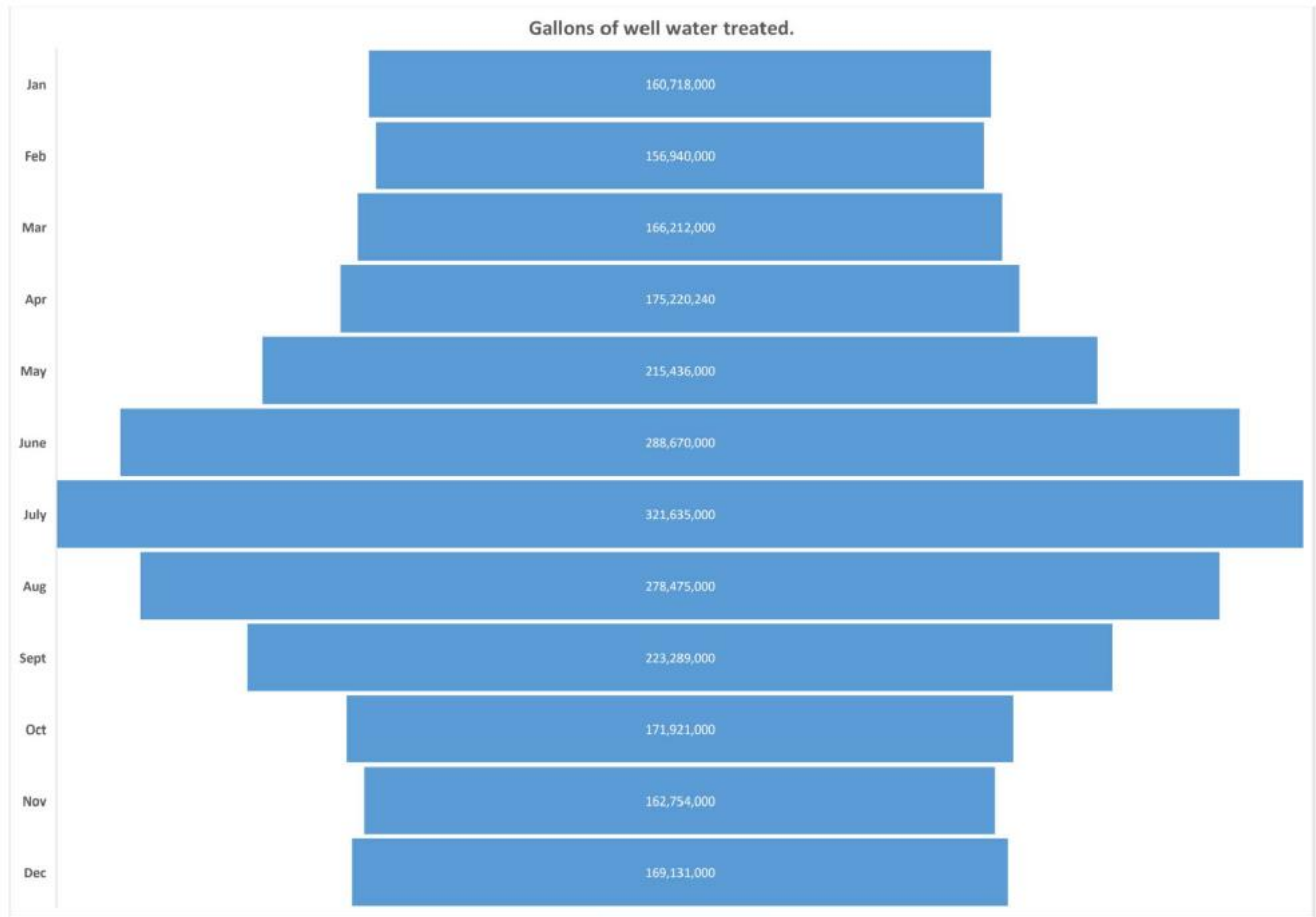
WELL FIELD INFORMATION			
WELL #	Hours Run	Gallons per Minute	Gallons Pumped
5	0.0		0
6	0.0		0
8	0.0		0
11	726.5	279	12,162,000
12A&12B	0.0		0
13	0.0		0
14	717.0	825	35,492,000
15	0.0		0
16	726.5	210	9,154,000
A	0.0		0
B	726.5	611	26,633,000
C	726.5	1560	68,000,000
D	366.3	1560	34,286,000
E	0.0		0
F	0.0		0
			185,727,000

December 2023 Influent Raw Water



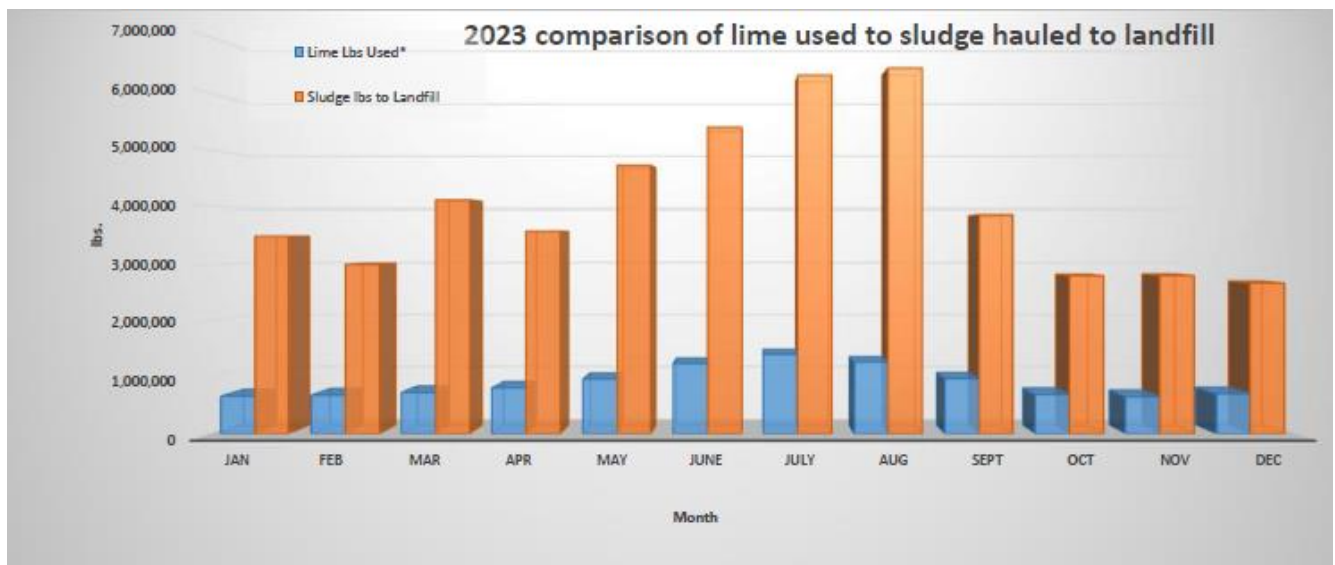
Minot Water Plant
2023 Water Use





Total gallons treated: 2,490,401,240

Maxium daily production:	12,253,000 Gallons on June 15, 2023	Average daily production:	6,823,017
Water Distributed through NAWs:	1,510,254,000		
Water Distributed through City:	977,968,000		



Water/Sewer Department:

Water dist continues to address the calls for locates, and valve operations for contractor work as the construction season continues.

CITY OF MINOT 2023 Water & Sewer Monthly Report/Task vs. Objectives

TASK	OBJECTIVE	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	TOTALS
Meetings		9	13	22	19	23	8	17	21	18	18	14	14	196
Service Calls	6,750	529	518	618	576	769	814	737	762	661	804	655	583	8,026
Inspections	150	2	6	7	10	15	30	21	14	20	12	8	4	149
After hours Calls (Foremen)		6	10	11	14	23	20	11	20	11	22	21	11	180
Lab Tests	6,500	500	450	460	500	500	500	550	570	550	500	750	650	6,480
Meters														
Install New Meters	100	2	5	7	2	10	9	5	12	6	6	10	5	79
Meter Changes	100	23	9	16	8	10	16	25	14	6	16	33	41	217
Delinquent Water Accounts		112	110	111	98	135	81	100	160	103	152	149	118	1,429
MXU Installations	100	9	8	15	7	11	18	19	14	13	15	20	13	162
Locates: water/sewer/storm	4,000	68	26	79	450	948	975	958	938	916	780	324	104	6,566
Hydrants														
Hydrant Inspections	1,150	0	0	0	0	0	96	73	86	61	15	0	0	331
Flow Hydrants(for sewer lines)		70	83	89	90	96	88	93	117	108	82	105	72	1,093
Install Hydrants	15	0	0	0	0	0	0	1	1	2	1	0	0	5
Hydrant Repair	180	0	3	0	2	4	3	2	10	6	3	1	1	35
Hydrant Flow Testing		0	0	0	0	0	1	0	0	1	1	1	2	6
Hydrant Meter Set		0	0	1	2	22	5	7	3	6	1	1	0	48
Hydrants Painted		0	0	0	0	0	0	22	40	27	8	0	0	97
Water														
Curb Stop Maintenance	40	4	1	2	5	6	6	2	4	6	6	2	2	46
Curb Box (riser repair)	100	2	2	2	138	41	17	15	10	13	13	7	6	266
GV exercising/inspections	2,000							52	32	15	18	0	0	117
Gate Valve Maintenance	24	0	0	1	3	3	0	0	0	0	4	0	0	11
Gate Valve (riser repair)	50	0	0	0	0	0	0	0	0	0	0	4	0	4
Gate Valves ON/OFF		10	18	23	29	30	40	20	41	49	38	0	16	314
Repair Water Main Breaks	40	1	6	3	3	2	7	4	9	5	1	0	2	43
Service Taps		0	2	0	0	1	2	1	2	3	5	1	1	18
Service Leaks		0	1	0	1	2	1	1	1	1	2	0	0	10
Hydrastopping	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Haul Clay/dirt/gravel/snow	Days	0	0	1	0	3	2	13	0	2	3	10	3	37
PRV Maintenance	5	0	0	0	1	0	0	0	0	0	0	0	0	1
Install Insta-Valve	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Sewer														
Televising (feet)	60,500	40	200	0	294	2,179	540	1,624	4,728	4,784	4,935	50	807	20,181
Clean Sanitary Sewer (feet)	140,000	6,416	7,124	5,884	11,433	8,126	17,957	10,526	11,419	13,989	6,723	1,454	1,280	102,331
Check/Flush Manholes	5,000	299	306	507	560	353	611	508	735	419	340	730	472	5,840
Inspect Sewer Lift Stations	2,080	600	570	604	609	602	600	600	600	603	600	610	610	7,208
Sewer Calls		3	5	8	3	5	8	5	4	5	7	6	3	62
Manhole Repair	50	0	0	0	0	0	0	0	0	0	0	0	0	0
Repair Sewers (feet)	30	0	0	0	0	0	0	0	0	0	0	0	0	0
Mowing/Snow Removal Hours	6,000	40	11	20	5	20	180	190	195	170	200	60	8	1,099

Landfill/Sanitation

There were 427 residents whom took advantage of the free dumping at the Landfill with their water bills, for a total of 55.76 additional tons that were disposed of.

There were 194 Christmas trees dropped off at the two compost sites that were designated for them. The following are the 2023 yearly totals, followed by the 2022 totals for comparison:

Single Stream Recycling – 569.99 Tons

MSW – 79,243.12 Tons. 2022 – 76,996 Tons.

Inert – 20,309.22 Tons. 2022 – 21,400 Tons.

Lime – 24,631.81 Tons. 2022 – 23,092.86 Tons.

Trees – 3,541.49 Tons. 2022 – 3,354.16 Tons.

Compost – 3,219.82 Tons. 2022 – 3,023.631 Tons.

Trees Given Away for Firewood – 126.73 Tons. 2022 – 180.12 Tons.

Total number of landfill tickets generated – 56,142 Tickets. 2022 – 54,971 Tickets.

2023 yearly gate collections were \$3,991,516.00 compared to \$3,873,065.69 in 2022.

There was a total of 1,157 roll-off tanks hauled from the ten compost sites, compared to 1,005 roll-off tanks in 2022.

Contractors hauled in 2,826.14 tons of clean fill dirt from projects, a total of 262 truckloads.

A total of 284.22 tons of white goods were baled for recycling in 2023.

A total of 7,950 gallons of oil were picked up from the oil tank at the landfill, to be used at asphalt plants.

A total of 868.97 tons of concrete was stockpiled to be crushed at a later date.

A total of 481.90 tons of asphalt was stockpiled to be crushed at a later date.

Vehicle Maintenance:

Staff completed 117 work orders in December. 56(48%) were preventive maintenance and 61 (52%) were unscheduled maintenance repairs.

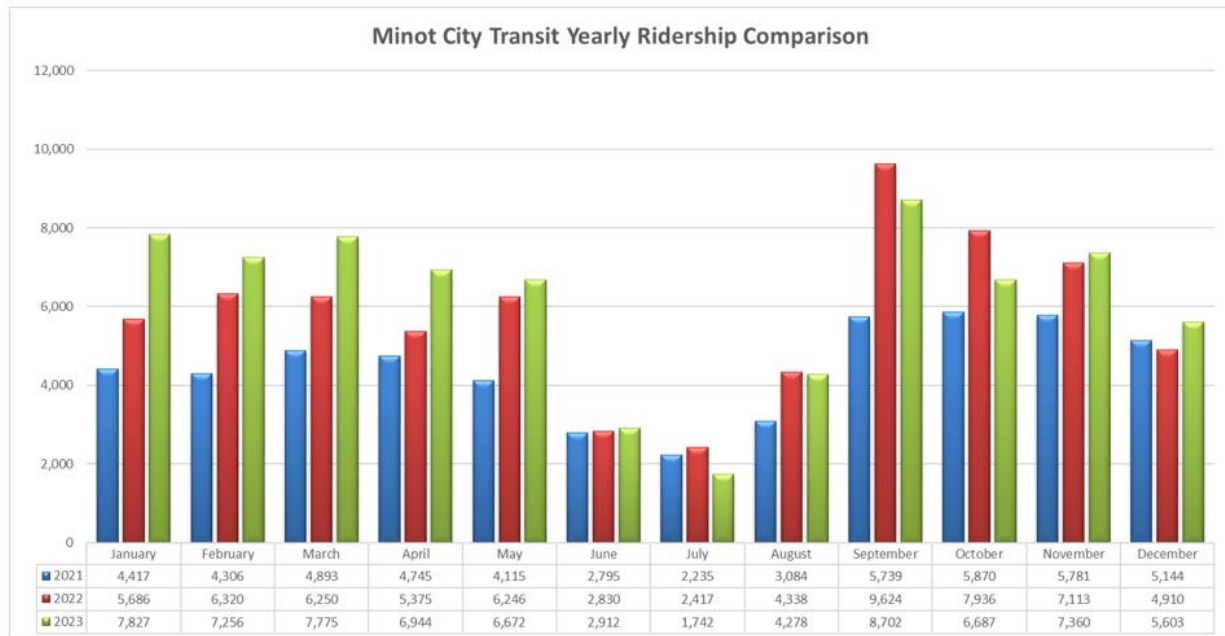
2,340 work orders were completed in 2023 in the Vehicle Maintenance Shop. Of these 1142(49%) were preventive maintenance and 1,198(51%) were unscheduled maintenance repairs.

The parts and labor cost for December was \$108,417.89.

Parts and labor costs for 2023 were approximately \$1,479,570.98.

Our Work Order Turnaround was 46% of work completed within 24 hours and 63% of all work orders were completed in under 72 hours.

Transit



Ridership for 2023 was 73,758. This is an increase of 4,713 (7%) in ridership from 2024. We are currently at 80% of our pre-COVID ridership numbers.

The design of the new downtown transit center is complete. EAPC has the bid specs and estimates completed and we will be asking for council to approve the call for bids. The NDDOT will also be reviewing and approving the design and specs prior to the call for bids.

Transit staff is also evaluating three different software packages to replace our current RouteMatch software. We anticipate picking a vendor and proceeding with the purchase in early 2024. These vendors are all approved on a state bid so the RFP process has already been completed.

Staff will also be working on writing specifications for a new Low-Floor Transit Bus to be purchased in 2024.

Cemetery

The Cemetery staff continue with burials, urn interments, etc.

MONTHLY REPORT

Date: Dec-23
 To: Jason Sorenson, Utilities Director
 From:
 Re: Monthly Report, Acct. #540

LOT SALES	REG	Flat Stone	2		
	REG	Monument	6	<u>Columbarium Niches</u>	
	Niche	Top 3	0	<u>% SOLD</u>	69.44%
	Niche	Bottom 3	0		
	Infant				
				TOTAL	8
	Sell Back	Reg	0		
	Sell Back	Monument	0		
	Sell Back	Col	0	TOTAL	8
PERFORM INTERMENTS			Traditional	Cremation	Columbaria
WEEKDAY INTERMENT			11	4	1
Social Service			0	0	0
Infant			0	0	0
SATURDAY INTERMENT			3	0	0
			14	4	3
HOLIDAY/SUNDAY INTERMENT			0	0	
			Cremation Percentage	22.22%	TOTAL 18
SURCHARGES					
2nd Interment / Lot Reuse					
					TOTAL 0
DISINTERRED					TOTAL 0
			Prior Month Balance	Intake	Removed
VAULT STORAGE			3	2	0 TOTAL 5
WORK ORDERS			Prior Balance	New	Closed
Vase			3	1	0 OPEN 18
Grounds			0	0	0 CLOSED 78
Monument			9	1	0
MONUMENT/MARKER INSTALLATION			Single	Double	
Flat			0	0	
Monuments			0	0	
Veteran			0		
Vase/Yoke					TOTAL 0 0

ITEMS OF NOTE:

- * Normal month, except for no snow
- * Above normal temps kept the frost depth shallow
- *Began looking into columbarium information to plan for expansion in 2025 with usage increasing
- * Wreaths across America put up wreaths

Human Resources
HR Director, Lisa Jundt

Year End Update

- **Turnover-** Staffing turnover for the City of Minot decreased in 2023 with a final rate of 9.42%. The year-end rate for 2023 turnover, pertaining to retirements, resignations and terminations, was 12.79% in comparison.
- **WSI Audit** – The City has passed the annual audit for Workforce Safety and Insurance in compliance with the grant programs enrolled. These programs enable the organization to earn substantial safety discounts which are then applied to the annual WSI premiums. A report of the final safety discount will follow in an upcoming HR Department Update.
Recruitment/Current Openings HR Staff continue their efforts to recruit for the following positions: 2 Administrative Clerks, 1 Planning and Code Enforcement Assistant, 1 Accountant, 1 Engineering Technician, 1 Project Civil Engineer, 1 Building and Grounds Worker Sr, 1 Airport Facility Technician, 1 Water Plant Operator, 1 Light Mechanic, 1 Light Equipment Operator, 1 Parking Enforcement Officer and 4 Dispatch Positions. Spring testing date for recruitment of Police Officer positions will be February 22nd through February 24. The City will also start recruitment for backfilling the position of Economic Development Administrator in the next couple of weeks

Assessor's Office
City Assessor, Ryan Kamrowski

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

	December			Year to Date 2023		
	Sales	Median	Average	Sales	Median	Average
Residential	35	\$ 215,000	\$ 236,240	806	\$ 223,100	\$ 234,923
Residential Vacant Land	0	\$ 0	\$ 0	89	\$ 20,000	\$ 43,995
Commercial	3	\$ 1,300,000	\$ 2,209,724	70	\$ 458,025	\$ 1,968,251
Commercial Vacant Land	0	\$ 0	\$ 0	6	\$ 91,084	\$ 158,416

*Special Notes:

None

**Community Development Department
Director, Brian Billingsley**

INSPECTIONS DIVISION:

December 2023 Permit Information (December 2022):

- Total Permits Issued: 381 (360)
- Single-Family Homes: 0 (0)
- Multi-Family Permits: 0 (0)
- New Residential Permit: \$0 (\$0)
- Residential Remodels: \$76,000 (\$2,000)
- New Commercial: \$0 (\$0)
- Commercial Remodels: \$30,000 (\$1,373,000)
- Valuations of all Permits: \$106,000 (\$1,375,000)

Notable Building Permits:

- All minor permits

Personnel Update:

None.

PLANNING DIVISION:

Planning Commission:

The Planning Commission met on November 7th. They held hearings on three (3) cases. They recommended approval of two cases and tabled the third case to the February regular meeting.

Development Review Team Meetings:

The Minot Development Review Team (DRT) held four (4) DRT meetings during the month of December:

- Smith Manufactured Housing Community
- Bossey Minor Plat
- Duchesherer Mobile Home Park
- Therapeutic Services Complex

Personnel Update:

Daniel Falconer was hired as to the Planner I position.

Housing Study Update:

The consultant is working on formulating a first draft of the housing study. They will be making one final visit to Minot on January 16 and 17. Expected completion date is March/April.

Other Projects/Meetings:

- Director participated in two CDBG-DR/NDR meetings.
- Director and Principal Planner attended multiple ADP training session.
- Director attended a virtual meeting with the Retail Coach.
- Director attended two meetings with EPIC regarding phase II of The Tracks projects.
- Director met with a realtor representing a coffee company seeking a location on South Broadway.
- Director received information that Dave's Hot Chicken has selected Minot as one of its six locations they are targeting in the Dakotas.
- Director and Building Official attended Special City Council meeting on The Spot.
- Director attended a meeting on alcohol licensing.
- Director sat on a panel that heard presentations on proposals for the two parking ramp properties.
- Director has been appointed by City Manager to oversee Renaissance Zone and Façade Improvement programs while Economic Development Administrator is on FMLA.
- Director attended annual franchise compliance meeting with Excel Energy.
- Director attended preliminary walk-through of a Façade Improvement project.
- Director attended December 21 Planning Commission meeting.

HUD Resilience Chris Plank, NDR Program Manager

Project Meetings:

- Manager and Compliance Officer (CO) attended 2 Project Bee meetings
- Manager attended one Project Bee Board Meeting
- Manager and CO attended two CDBG/NDR meetings
- Manager and CO attended two Acquisition meetings
- Manager and CO attended one meeting with IT department
- Manager and CO attended three CTE update meetings
- Manager attended two Department Manager meetings
- Manager attended two City Council meetings
- Manager toured CTE project
- Manager had meeting with Airport staff regarding Title VI

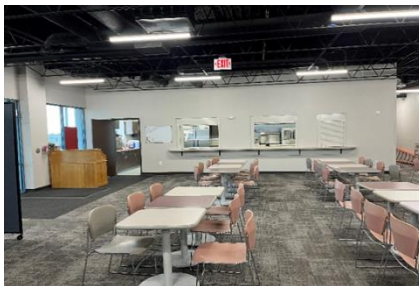
- Manager attended a meeting regarding ADA building codes
- Manager and CO attended one Project Bee construction meeting
- Manager met with Minot Housing Authority
- Manager attended Pre-audit meeting with Project Bee

Project Updates:

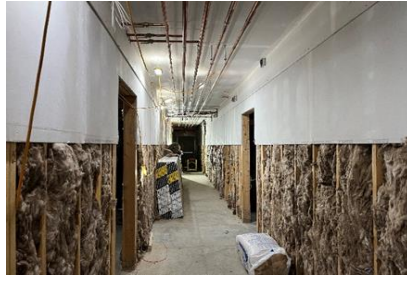
Project Bee

- Executive Director resigned in December.
- Bureau of Criminal Investigation for the State has opened an investigation.
- Meetings were held with Board members to discuss the events and how to proceed.
- Notice of intent for internal audit was sent to Project Bee. Internal Auditor has started to review accounts for correct usage of federal funds.
- Construction is still on-going as of 1/10/2024.
- Lord's Cupboard is open for business.

Building A: Lord's Cupboard



Building B – Family Homeless Shelter



Building C – Multi-Family Housing



Center for Technical Excellence

- Dental equipment was delivered the week of 12/25/23 and set along with all the rough in required.
- Countertops installed on first floor.
- Continue to work on basement plumbing mechanical installation.
- Installation of ceiling/wall radiant heaters on second floor.
- Work continues on the vestibule along with counter tops and carpet and tile work
- SRT is working on set up for internet services.
- A power shut down was done for temporary to permanent power transfer



Minot Housing Authority

- Work continues on the renovation of the restrooms on the main floor.
- Tile replacement in the hallway on the 15th floor to be done.
- Anticipated completion date of January 2024.



**Minot Public Library
Director, Zhaina Moya**

No Report Submitted



TO: Mayor Thomas Ross
Members of the City Council

FROM: Brian Billingsley, AICP, Community & Economic Development Director

DATE: January 10, 2024

**SUBJECT: PUBLIC HEARING FOR RENAISSANCE ZONE FINAL APPROVAL ON
PROJECT M-83 BY ALEX AND NIKI BEACH LOCATED AT 501 MAIN STREET
SOUTH**

I. RECOMMENDED ACTION

1. To grant final approval of Renaissance Zone Project M-83 by Alex and Niki Beach for a five-year property tax exemption including improvements and advance to State of North Dakota for their final approval.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community & Economic Development Director – 857-4147
Damon Druse, City Assessor – 857-4160

III. DESCRIPTION

1. Background:
This project was granted conditional approval by the State of North Dakota on December 23, 2014.
2. Proposed Project:
The applicant has completed several renovations to the home over the years. Most recently the roof was replaced and a deck was built.

IV. IMPACT:

1. Strategic Impact:
This project meets all the following requirements as a State of North Dakota Renaissance Zone project:
 - a. The project is consistent with the Renaissance Zone Development Plan.
 - b. The project is consistent with the City of Minot Comprehensive Plan.
 - c. The proposed uses are consistent with city zoning.
 - d. The project conforms to all city ordinances.
 - e. The property has not been the beneficiary of a previous Renaissance Zone project.
 - f. Rehabilitation costs exceed 20% of the current true and full value.
2. Service/Delivery Impact:
The file for this case contains a memo from former Community Development Director Robert Davis written on June 15, 2017 regarding an error committed by City staff. The

Applicant was accidentally exempted from paying property taxes for the years 2015 and 2016. Should this final approval pass, the applicant is only eligible for three years of tax exemptions.

3. Fiscal Impact:

The applicant is required to spend at least 20% of the true and full value of the property on renovations.

True and Full Value as of 6/30/2014	\$187,000.00
20% of True and Full Value	\$37,400.00
Submitted Project Costs	\$90,000.00

In 2014, the City Assessor estimated the value of the property after implementation of the improvements would be about \$225,000. Today, that number should be much higher.

The applicant submitted invoices and proof of payment for the improvements. Staff has reviewed all invoices and canceled checks for this project and was able to verify that the applicant has exceeded the 20% of true and full value requirement.

V. ALTERNATIVES

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

VI. TIME CONSTRAINTS

In order to qualify for the exemption in 2024, this application must be approved by the State of North Dakota by February 1, 2024.

VII. LIST OF ATTACHMENTS

1. Application M-83
2. 2017 Memo
3. Picture of Property

06.15.2017

Memo

To

Rikki Roehrich
Program Administrator

From

Robert Davis, AICP
Planning Director

CC

Minot Renaissance Zone
Records
ND Dept. of Commerce
Records

Re

Project M-83

Comments:

The tax exemption timeline for Renaissance Zone Project M-83 located at 505 South Main Street is irregular due to clerical errors from City Staff.

Previously, the applicant had been exempted from local property taxes for the years 2015 and 2016. This is due to an error where City Staff interpreted the conditional approval letter as final approval. To rectify the error, City Staff will put the applicant back on the tax roll for 2017 and will remain so until the final approval letter from the State has been received. Once final approval has been received from the State, the applicant will then receive the remaining three years of local property tax exemption.

City of Minot

Tel 701-827-4147
Robert.Davis@MinotND.org

1025 31st Street SE
Minot, ND. 58702

MinotND.org/230/Planning

City of Minot
Planning Department



On December 22, 2023, a Special Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 1:00 pm.

ROLL CALL

Members Present:

Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross

Members Absent:

None

PLEDGE OF ALLEGIANCE

Mayor Ross led the City Council in the Pledge of Allegiance.

ALCOHOLIC BEVERAGE LICENSE RENEWALS – APPROVED

Alderman Pitner moved the City Council approve the renewals for the Alcohol Beverage Sales License for the upcoming year as of January 1, 2024 through December 31, 2024 and amend to approve Taco Feliz, Taco Feliz No 2, 1685, and Army's 2.0 contingent on PD background checks and Police Chief approval.

Motion seconded by Alderwoman Olson and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

HEARING: KP2, INC. D/B/A THE SPOT

CONFLICT OF INTEREST

Alderman Jantzer moved the City Council do not object to Mayor Ross and Alderman Pitner participating and voting on this matter.

Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Jantzer, Olson, Podrygula; nays: Evans.

The City Council opened the hearing on KP2, Inc d/b/a The Spot. On behalf of the City of Minot Katie Schmidt with Ohnstad Twitchell, was on via teams as conflict counsel. Chief Klug reviewed the complaint and specifications before the City Council and answered any questions. Attorney Deb Hoffarth, who represented The Spot, addressed the City Council as well on the violations.

Alderman Pitner moved the City Council to direct staff to revoke the 2023 license for KP2, Inc d/b/a The Spot.

Motion seconded by Alderwoman Olson and carried by the following roll call vote: ayes: Ross; nays: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula. The motion failed.

Alderman Pitner moved the City Council approve the staff recommendation of suspending the 2023 license for KP2, Inc d/b/a The Spot to the end of the year. The council discussed the reasons for a suspension instead of revocation included this being the first time before the council with a violation and this suspension is the only remaining time on the current license.

Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

ALCOHOL BEVERAGE LICENSE RENEWAL: KP2, INC. D/B/A THE SPOT

Alderman Pitner moved the City Council renew the license for KP2, Inc. d/b/a The Spot with an effective start date of January 19, 2024 at 2:00 am and if open as a billiards hall alcohol be removed from building.

Motion seconded by Alderman Podrygula and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula, Ross; nays: none.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderman Jantzer and carried unanimously. Meeting adjourned at 2:46 pm.

For the full December 22, 2023 Regular City Council meeting video, see: [Minot City Council Special Meeting 12/22/23 \(youtube.com\)](#).

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On January 2, 2024, a Regular Meeting of the Minot City Council was held in the Council Chambers at City Hall. Mayor Ross called the meeting to order at 5:30 pm.

ROLL CALL

Members Present:

Burlingame, Evans, Jantzer, Olson, Pitner, Ross

Members Absent:

Podrygula

PLEDGE OF ALLEGIANCE

Mayor Ross led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

Mayor Ross had no new meetings to report. He did state Item 7.1 was being pulled from the agenda and would return to the City Council on the next agenda.

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the council. He announced the Planning Commission meeting was being canceled for Wednesday, January 3, 2024.

CITY ATTORNEY'S REPORT

Stefanie Stalheim submitted a written report to the council and updated the 2023 case numbers.

CONSENT ITEMS

Alderman Pitner moved the City Council approve consent items 6.1-6.15.

6.1 CITY COUNCIL MINUTES - Approve the minutes from the December 18, 2023 Regular City Council meeting.

6.2 ORDINANCES – Approval of the following ordinances considered for second reading:

1. Ordinance No 5931 - 2023 BA - Transit Lift & Engine Repairs
2. Ordinance No 5932 - 2023 BA - USDOT Safe Streets and Roads Grant

3. Ordinance No 5933 - 2024 BA - CityWorks Maintenance Fees (Ordinances are available for inspection and copying at the City Hall City Clerk's Office during normal office hours (generally Mon-Friday 8:00am – 4:30pm))

6.3 ADMINISTRATIVE APPROVALS - Approve the following administrative approvals.

1. Lewis and Clark Elementary School to conduct a raffle on January 26, 2024 at Lewis and Clark Elementary School (2215 8th St NW).
2. Special Event Permit for Duckpond Ventures, LLC dba Saul's (105 1st St SE Basement).

6.4 BILLS, TRANSFERS, AND PAYROLL - Approve the payroll for the period of November 19, 2023 through December 16, 2023 in the amount of \$2,456,478.37 and the bills and transfers for December in the amount of \$9,110,387.39.

Jonathan Rosenthal	\$34.97	298904	XCEL	\$296.47	100004851
JOSEPH LEE HURT	\$100,000.00	298905	XCEL	\$1,595.35	100004852
MINOT PARK DISTRICT	\$1,498.56	100004828	XCEL	\$174.86	100004854
1 CALL SEPTIC SERVICES, INC	\$15,612.78	298906	XCEL	\$29.38	100004855
3D SPECIALTIES, INC	\$750.00	298907	XCEL	\$144.82	100004856
4K EXCAVATING, LLC	\$7,500.00	298908	XCEL	\$1,461.85	100004857
ABM SUPPLY, LLC	\$5,640.00	298909	XCEL	\$52.21	100004858
ACKERMAN ESTVOLD	\$6,967.50	298910	XCEL	\$5,750.09	100004859
ADVANCED BUSINESS METHODS	\$1,247.45	298911	XCEL	\$3,912.66	100004860
ALL AMERICAN TROPHIES	\$64.00	298912	XCEL	\$65.33	100004861
ALL SEASON ARENA	\$13,274.65	298913	XCEL	\$16.75	100004862
AMERICAN WELDING & GAS, INC.	\$8,714.21	298914	XCEL	\$1,510.01	100004863
ARAMARK	\$223.32	298916	XCEL	\$133.77	100004864
ASPHALT PRESERVATION COMPANY, INC	\$431,502.08	298918	ADP, INC	\$21,168.30	100004913
AXON ENTERPRISE, INC.	\$478.08	298919	BURLINGTON ELECTRIC	\$1,724.00	299070
BAYCOM, INC.	\$597.00	298920	ND FIREFIGHTER'S ASSOCIATION	\$135.00	299071

BECHTOLD PAVING	\$1,534.99	298921	XCEL	\$3,432.17	100004914
BORDER STATES INDUSTRIES, INC.	\$4,425.00	298922	XCEL	\$40.83	100004915
C&C PLUMBING AND HEATING	\$1,286.55	298923	XCEL	\$116.56	100004916
CAPITAL ONE	\$73.96	298924	ABSOLUTE COMFORT, INC.	\$225.00	299072
CARPET PATROL. LLC	\$801.04	298925	ACKERMAN ESTVOLD	\$31,595.01	299073
CENTRAL MACHINING&PUMP REPAIR	\$185.00	298926	ALADDIN FOOD MANAGEMENT SERVICES, INC.	\$1,410.00	299074
CITY OF MINOT	\$250.00	299018	ALL SEASON ARENA	\$15,966.50	299075
CLUTE OFFICE EQUIP., INC.	\$29.00	298927	ALL TRAFFIC SOLUTIONS INC	\$1,500.00	299076
CPS, LTD	\$11,263.67	298928	AMERICAN WELDING & GAS, INC.	\$3,145.80	299077
CUMMINS POWER, LLC	\$99.65	298929	APEX ENGINEERING GROUP	\$126,097.00	299078
CURALINC, LLC	\$2,236.02	298930	AQUA-PURE, INC.	\$60,750.00	299079
CURB 2 CURB, LLC	\$700.00	298931	ARAMARK	\$378.54	299080
DAKOTA BUSINESS SOLUTIONS	\$259.00	298932	AUSLANDER, LLC	\$180,000.00	299081
DAKOTA FIRE EXTINGUISHER	\$231.78	298933	BARR ENGINEERING	\$2,831.50	299082
DAKOTA FLUID POWER, INC.	\$697.81	298934	BECHTOLD PAVING	\$7,741.00	299083
EBSCO	\$2,070.00	298935	BERT'S TRUCK EQUIPMENT	\$341.35	299084
Jessica Long	\$141.77	298936	BUTLER MACHINERY CO.	\$3,128.44	299085
Kathryn Lien	\$2.88	298937	CAPITAL ONE	\$59.97	299086
Krystle Foster	\$61.24	298938	CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC	\$22,400.00	299093
Melissa Anderson	\$32.42	298939	CENTRAL TRENCHING, INC.	\$870.00	299087
Randi Monley	\$25.25	298940	CITIZEN OBSERVER, LLC	\$9,000.00	299088
Valerie Huseth	\$57.31	298941	CITY OF MINOT	\$60.00	299163
ENERBASE	\$81,137.74	298942	CIVICPLUS	\$750.52	299089
ESO SOLUTIONS, FH SOFTWARE	\$7,537.00	298943	COMPUTER STORE	\$110.00	299090
ETC INSTITUTE	\$6,000.00	298944	CORE & MAIN	\$31,200.00	299091
FACTORY MOTOR PARTS	\$515.35	298945	CPS, LTD	\$9,062.50	299092
FASTENAL COMPANY	\$54.72	298947	CURT'S STARTER & ALT. SERVICE	\$28.33	299094
FIRE EQUIPMENT CO.	\$319.00	298948	DACOTAH PAPER CO.	\$1,888.14	299095
FIRST DISTRICT HEALTH UNIT	\$26,500.00	298949	DAKOTA FENCE	\$4,675.00	299096
FIRST INTERNATIONAL BANK & TRUST	\$704.00	298950	DAVENPORT GROUP	\$4,896.00	299097
GALE	\$146.98	298951	DEM-CON	\$2,800.09	299098
GALLS, LLC	\$254.78	298952	DIG IT UP BACKHOE SERVICE	\$132,012.90	299099
GEFROH ELECTRIC	\$6,105.00	298953	DOMESTIC VIOLENCE CRISIS CENTER	\$1,606.41	299100
Art Riot Promotions	\$57.00	298954	ECOLAB PEST ELIMINATION DIVISION	\$467.83	299102
Jax and Henley	\$20.00	298955	Aaron Zabka	\$495.80	299103
Jim Johnson	\$100.00	298956	Chad Sickles	\$59.00	299104
Joe Stenvold	\$100.00	298957	Daniel Raymond	\$729.00	299105
Jordan Glick	\$3,953.22	298958	Jeanne Stein	\$25.28	299106
Kevina Click	\$30.00	298959	Kyle Schill	\$59.00	299107
Leavaun Mackey	\$5.00	298960	Lacey Possen	\$10.02	299108
Linda Boehm	\$803.54	298961	Pam Carswell	\$67.16	299109
Maryann Broberg	\$10.00	298962	Phillip Newman	\$495.80	299110
Michaela Young	\$50.00	298963	Travis Seifert	\$1,200.00	299111
MN Child Support Division	\$10.00	298964	ENERBASE	\$42,594.10	299112
Mya Hanson	\$200.00	298965	FACTORY MOTOR PARTS	\$1,078.49	299113
North Dakota Child Support	\$80.00	298966	FIRST INTERNATIONAL BANK & TRUST	\$704.00	299115
North Dakota Child Support	\$30.00	298967	FIRST WESTERN INSURANCE	\$8,333.28	299116
North Dakota Child Support	\$100.00	298968	FLASHPARKING, INC	\$1,650.00	299117
O'Reilly Auto Parts	\$79.99	298969	G & P COMMERCIAL SALES	\$564.81	299118
Pinnacle Gas Station	\$50.00	298970	GALE	\$272.74	299119
Randy Holbach	\$20.00	298971	GALLS, LLC	\$176.52	299120
Rodney B. Neuhalfen	\$50.00	298972	GENASYS INC	\$6,900.00	299121
Sarah Brien	\$100.00	298973	Carl Davidson	\$20.00	299122
Scheels	\$20.00	298974	Department of Highway Safety and Motor Vehicles	\$10.00	299123
Shandel Grogan	\$150.00	298975	Family Dollar	\$20.00	299124
Sierra Inn	\$20.00	298976	L-Tech Ammunition	\$330.25	299125
Souris Valley Regional Lodge #7	\$3,712.50	298977	Marketplace Foods	\$10.00	299126
Taxi 9000	\$23.55	298978	MSU AMPHITHEATR	\$6.24	299127
Teresa Hunt	\$25.00	298979	North Dakota Child Support	\$10.00	299128
US Postal Service	\$50.00	298980	Scheels	\$145.00	299129
WSI - ND Workforce Safety & Insurance	\$50.00	298981	Tyke J. Allery	\$15.00	299130
GENERAL TRADING	\$112.98	298982	GENERAL TRADING	\$359.69	299131
GERDAU RECYCLING	\$928.01	298983	GERDAU RECYCLING	\$1,733.62	299132
GOETTLE LAW, PLLC	\$3,500.00	298984	GRANITE SPRINGS CO.	\$112.00	299134
GOOSENECK IMPLEMENT COMPANY	\$2,672.56	298985	GUARDIAN FLEET SAFETY	\$11,737.48	299135
GRAINGER	\$105.00	298986	H.A. THOMPSON & SONS, INC.	\$7,149.46	299136
GRAYMONT WESTERN US INC.	\$68,802.21	298987	HANSON'S EXCAVATING	\$213,574.66	299137
GUARDIAN FLEET SAFETY	\$28,452.04	298988	HAWKINS, INC.	\$2,411.64	299138
H.A. THOMPSON & SONS, INC.	\$133.00	298989	HEIMAN FIRE EQUIPMENT, INC.	\$8,587.61	299139
HANSON AUTO CRUSHING & TRUCKING	\$119,380.20	298990	HIGH POINT NETWORKS, LLC	\$19,438.80	299140
HIGH POINT NETWORKS, LLC	\$2,340.00	298991	HOUSTON ENGINEERING, INC.	\$96,329.78	299141
HOME OF ECONOMY	\$63.96	298992	INDIGO SIGNS	\$131.25	299142
HOUSTON ENGINEERING, INC.	\$80,377.47	298993	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$595.60	299143
INFORMATION TECHNOLOGY DEPARTMENT	\$3,172.70	298994	INTERSTATE BATTERY SYSTEM	\$582.80	299144
INLAND TRUCK PARTS CO	\$2,459.96	298995	JOHNSON CONTROLS	\$3,016.05	299145
INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.	\$579.98	298996	JWC ENVIRONMENTAL	\$2,941.22	299146
INTERSTATE BATTERY SYSTEM	\$159.29	298997	KALIX	\$148.00	299147

JANET B ANDERSON	\$741.00	298915	LANCE LENTON	\$10,000.00	299101
JIMS WELDING, INC.	\$1,680.00	298998	LANGUAGE LINE SERVICES	\$122.86	299148
KLJ ENGINEERING, LLC	\$3,317.39	298999	LOWES PRINTING, INC.	\$250.00	299150
LACAL EQUIPMENT	\$1,036.56	299000	M&T FIRE AND SAFETY, INC.	\$8,031.50	299151
LEARNING OPPORTUNITIES, INC.	\$3,649.96	299001	MAD DOG BROKERAGE INC	\$17,348.04	299153
LINDE GAS & EQUIPMENT INC	\$44.68	299002	MAIN ELECTRIC CONSTRUCTION	\$117,350.39	299154
M & S SHEET METAL, INC.	\$625.04	299003	MARCO, INC.	\$295.95	299155
MAD DOG BROKERAGE INC	\$3,457.50	299005	MATTHEW BENDER & COMPANY, INC.	\$147.31	299149
MELANIE MOORE	\$168.00	299019	MELANIE MOORE	\$40.00	299164
METROHM USA, INC.	\$1,791.45	299006	MENARDS	\$25.98	299156
MICROMARKETING LLC	\$606.09	299007	METROHM USA, INC.	\$1,708.21	299157
MIDWEST TAPE	\$1,793.87	299008	MICROMARKETING LLC	\$126.36	299158
MILLER LAW OFFICE, P.C.	\$150.00	299009	MIDSTATES WIRELESS, INC.	\$1,192.50	299159
MINOT AREA CHAMBER EDC	\$44,480.83	299004	MINOT AREA CHAMBER EDC	\$125.00	299152
MINOT AUTO	\$3,397.28	299010	MINOT AREA COUNCIL OF THE ARTS, INC	\$6,666.70	299160
MINOT AUTOMOTIVE CENTER	\$6.97	299011	MINOT AUTO	\$974.00	299161
MINOT COMMISSION ON AGING	\$12,875.00	299012	MINOT EMPLOYEE DONATIONS	\$787.57	299162
MINOT DAILY NEWS	\$621.00	299013	MOWBRAY & SONS	\$4,978.10	299165
MINOT EMPLOYEE DONATIONS	\$766.90	299014	MR. LAWN	\$245.00	299166
MINOT PARK DISTRICT	\$74,038.50	299015	MVTL LABORATORIES	\$267.30	299167
MINOT PLUMBING & HEATING CO, INC.	\$72,751.50	299016	NAPA AUTO PARTS	\$1,534.30	299168
MINOT RURAL FIRE DEPT	\$636.16	299017	NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION	\$1,400.00	299169
MOWBRAY & SONS	\$1,529.73	299020	NBS CALIBRATIONS	\$213.00	299170
NAPA AUTO PARTS	\$2,812.64	299021	ND DEPT OF ENVIRONMENTAL QUALITY	\$537.57	299171
ND FRATERNAL ORDER OF POLICE	\$1,566.00	299022	ND DEPT OF TRANSPORTATION	\$155,808.06	299172
ND STATE BOARD OF LAW EXAMINERS	\$415.00	299023	ND DEPT OF WATER RESOURCES	\$50,952.24	299173
ND WATER COALITION	\$1,000.00	299024	ND FIREFIGHTER'S ASSOCIATION	\$76.05	299174
ND WATER USERS ASSN.	\$1,200.00	299025	ND FRATERNAL ORDER OF POLICE	\$783.00	299175
NORTH COUNTRY SPORTSWEAR	\$76.00	299026	ND ONE CALL, INC.	\$423.45	299176
NORTHERN PLAINS EQUIPMENT CO., INC.	\$65.00	299027	ND STATE RADIO COMM.	\$143.00	299177
NORTHWEST TIRE AND RETREAD	\$13,704.82	299028	NDIRF-NORTH DAKOTA INSURANCE RESERVE FUN	\$9,398.00	299178
O'REILLY AUTO PARTS	\$26.05	299029	NORTH COUNTRY SPORTSWEAR	\$48.00	299179
OLSON'S TOWING	\$6,248.50	299030	NORTHERN TESTING	\$720.00	299180
ONE CALL CONCEPTS, INC.	\$223.80	299031	NORTHWEST TIRE AND RETREAD	\$5,227.44	299181
PARKLAND USA CORPORATION	\$937.43	298946	NYBAKKEN BODY SHOP	\$3,636.30	299182
PEC SOLUTIONS LLC	\$345.00	298917	O'DAY EQUIP., INC.	\$162.00	299183
POST BOARD	\$1,155.00	299032	PARKLAND USA CORPORATION	\$908.60	299114
POWER PROCESS EQUIPMENT	\$2,641.05	299033	PHIL SCHULTZ	\$400.00	299211
PRAIRIE SUPPLY	\$1,479.48	299034	PITNEY BOWES RESERVE ACCOUNT	\$2,000.00	299184
PROTECH INTEGRATIONS, LLC	\$492.00	299035	POWER PROCESS EQUIPMENT	\$1,290.00	299185
RADAR SHOP	\$1,552.50	299036	PRAIRIE SUPPLY	\$101.00	299186
RDO EQUIPMENT	\$2,958.84	299037	PREFERRED CONTROLS CORP	\$3,511.25	299187
BICE, NATHANIEL	\$19.32	299038	PRINGLE & HERIGSTAD, P.C.	\$937.50	299188
CREATIVE PROPERTY	\$111.22	299039	PRO INDUSTRIAL LLC	\$1,533.51	299189
JACOBSON, CLIFFORD	\$40.00	299040	PROCOLLECT	\$803.98	299190
MCDONALD, RANDY	\$10.00	299041	PROTECH INTEGRATIONS, LLC	\$50.00	299191
NORTHWEST TIRES INC.	\$56.40	299042	PROVIDENT LIFE & ACC INS CO	\$781.85	299192
ROYAL PROPERTY MGMT	\$15.09	299043	PROVIDENT LIFE & ACC INS CO	\$363.08	299193
SWENSON RV PARK EAST ADDITION	\$76.67	299044	RDO EQUIPMENT	\$11,759.19	299194
ROLLKALL TECHNOLOGIES LLC	\$18.00	299045	BOULGER FUNERAL HOME	\$100.00	299195
SANITATION PRODUCTS	\$8,130.36	299046	CASEY, DERRICK	\$22.98	299196
SCHULTZ PROPERTY MAINTENANCE, LLC	\$13,015.80	299047	COTE, ERIC	\$12.57	299197
SHARE CORPORATION	\$187.02	299048	CREATIVE PROPERTY	\$97.12	299198
SIGN SOLUTIONS USA	\$752.96	299049	David Zodrow	\$825.00	299199
SIGNS TODAY	\$2,710.45	299050	IPM	\$50.65	299200
SOURIS BASIN PLANNING COUNCIL	\$1,250.00	299051	IVERSON, SYLVIA	\$46.15	299201
SOURIS RIVER JOINT WATER RESOURCE	\$1,253.00	299052	KNIGHT, SHELLY	\$70.00	299202
SRT COMMUNICATIONS	\$297.00	299053	KNUDSON, BECKY	\$10.18	299203
STANTEC CONSULTING SERVICES, INC.	\$33,846.77	299054	LESTER, TIFFANY S.	\$21.72	299204
SWANSTON EQUIPMENT COMPANIES	\$1,315.64	299055	MCNULTY, JAMES	\$22.98	299205
THATCHER COMPANY	\$61,369.92	299056	TISTA, RUBEN	\$9.95	299206
THOMSON REUTERS-WEST PAYMENT CENTER	\$372.00	299057	RIEKES EQUIPMENT	\$303.60	299207
TITAN MACHINERY	\$2,207.27	299058	S-J ONE ELEVEN LLC	\$145,987.00	299208
TRAFFIC CONTROL CORPORATION	\$4,608.00	299059	SANITATION PRODUCTS	\$9,472.30	299209
TRINITY HEALTH	\$30.00	299060	SCHOLASTIC LIBRARY PUBLISHING	\$4.20	299210
TYLER TECHNOLOGIES, INC.	\$189,066.01	299061	SHORT ELLIOTT HENDRICKSON, INC	\$59,500.00	299212
UNITED MAILING SERVICE	\$5,352.55	299062	SIGNS TODAY	\$3,362.25	299213
USA BLUE BOOK	\$118.52	299063	SLEEP INN	\$650.00	299214
VESSCO, INC.	\$404.73	299064	SOLTIS BUSINESS FORMS CO.	\$2,539.90	299215
VISIT MINOT	\$23,374.48	299065	SOURIS RIVER JOINT WATER RESOURCE	\$2,711,232.33	299216
WAGNER CONSTRUCTION	\$1,152,407.52	299066	SPX TECHNOLOGIES, INC	\$2,000.00	299217
WALLWORK TRUCK CENTER	\$2,388.08	299067	SRF CONSULTING GROUP	\$21,889.48	299218
WARD COUNTY AUDITOR	\$1,500.00	299068	STANTEC CONSULTING SERVICES, INC.	\$13,576.50	299219
WESTLIE TRUCK CENTER	\$15,047.94	299069	SUNDRE SAND & GRAVEL, INC.	\$16,663.50	299220
BANK OF NORTH DAKOTA	\$201,951.67	96	SUNSET LAW ENFORCEMENT, LLC	\$5,775.00	299221
BANK OF NORTH DAKOTA	\$5.00	97	SWANSTON EQUIPMENT COMPANIES	\$189.72	299222
EMPOWER TRUST COMPANY, LLC	\$33,109.56	100004830	TAMMY ELKIN	\$302.76	299223
XCEL	\$2,080.91	100004831	TERMINAL SUPPLY CO.	\$54.92	299224

XCEL	\$205.07	100004832	TEXAS DEPT OF PUBLIC SAFETY	\$20.00	299225
XCEL	\$277.33	100004833	THATCHER COMPANY	\$33,583.92	299226
XCEL	\$4,217.81	100004834	THE RETAIL COACH, LLC	\$13,750.00	299227
XCEL	\$100.64	100004835	THEIN WELL	\$75,070.46	299228
XCEL	\$32,570.62	100004836	TIMMONS GROUP	\$14,608.75	299229
XCEL	\$496.72	100004837	TIMOTHY P BROOKS	\$4,095.00	299133
XCEL	\$2,891.65	100004838	TYLER TECHNOLOGIES, INC.	\$29,927.71	299230
XCEL	\$6,720.56	100004839	U.S. POST OFFICE	\$5,000.00	299231
XCEL	\$39,774.10	100004840	UNITED MAILING SERVICE	\$263.37	299232
XCEL	\$28,212.28	100004841	UPS STORE #1423	\$6.85	299233
XCEL	\$7,964.38	100004842	VERIZON WIRELESS- VSAT	\$160.00	299234
XCEL	\$116.22	100004843	VISIT MINOT	\$30,952.00	299235
XCEL	\$4,027.49	100004844	WALLWORK TRUCK CENTER	\$7,156.35	299236
XCEL	\$10,368.08	100004846	WESTLIE FORD	\$373.09	299237
XCEL	\$573.36	100004847	WESTLIE TRUCK CENTER	\$4,830.27	299238
XCEL	\$22.23	100004848	VERENDRYE ELECTRIC	\$68,604.69	10000485
XCEL	\$299.73	100004849	WEX HEALTH, INC	\$252.00	100004917
XCEL	\$56.64	100004850			
				8,082,663.71	

6.5 ALCOHOLIC BEVERAGE LICENSE RENEWAL – Approve the renewals for the Alcohol Beverage Sales License for the upcoming year as of January 1, 2024 through December 31, 2024.

6.6 CONTRACT FOR BOARDING CITY OF MINOT'S INMATES - Approve the Contract for Boarding City of Minot's Inmates with Ward County and authorize the Mayor and Finance Director to sign the contract.

6.7 MINOT INTERNATIONAL AIRPORT RULES AND STANDARDS - Authorize City staff to adopt the Rules and Standards; adopt the City Ordinance for Rules and Standards on first reading; and authorize the Mayor and/or Airport Director to sign any necessary documentation.

6.8 WARD COUNTY MULTI HAZARD MITIGATION PLAN – RESOLUTION - Authorize the Mayor to sign the resolution to adopt the Ward County Multi Hazard Mitigation Plan upon final approval by the City of Minot and Ward County.

6.9 ADA PARATRANSIT SERVICES AGREEMENT WITH SOURIS BASIN TRANSIT - Ratify the agreement with Souris Basin Transit for Paratransit ADA services for 2024; and authorize the Mayor to sign the agreement with Souris Basin Transit.

6.10 WELL F DRILLING AND DEVELOPMENT – FINAL PAYMENT (4681) - Approve the final payment to LTP Enterprises, Inc. in the amount of \$29,913.10.

6.11 STATE WATER COMMISSION AGREEMENT ACCEPTANCE - Approve to accept the funding awarded by the State Water Commission (SWC) for the University Ave. Watermain Improvements project and the Westfield Watermain Improvements project; and authorize the Mayor to sign both grant agreements.

6.12 STATE PLANNING AND RESEARCH AGREEMENT WITH NDDOT FOR CDMPO STARTUP COSTS (4757) - Approve the agreement; authorize the Mayor to sign; and approve the attached budget amendment on 1st reading.

6.13 RESOLUTION TO DESIGNATE DEPOSITORIES FOR CITY FUNDS - Pass the resolution to designate all financial institutions and brokerage firms located in the City of Minot and Stifel, Nicolaus & Company as depositories of the City of Minot and authorize the Mayor to sign the Master Agreement for professional services and project assignment.

6.14 GALLAGHER ACTUARIAL CONSULTING AGREEMENT - Approve the contracts with Gallagher Benefit Services Inc, for their actuarial services for the calendar year 2024 and authorize the Mayor to sign the Master Agreement for professional services and project assignment.

6.15 APPOINTMENT OF SPECIAL CITY ATTORNEY - Consent and approve of the appointment of Tina Snellings, Assistant Ward County States Attorney, to act as Special Assistant City Attorney to review Minot Police Department Case Number 23-39862 and prosecute if necessary; and authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment.

Motion seconded by Alderwoman Olson and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Ross; nays: none.

ACTION ITEMS

7.1 AMEND CHAPTER 13 OF THE CITY OF MINOT'S CODE OF ORDINANCES TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, INSPECTION FEES BY RESOLUTION, AND MAKE GENERAL UPDATES - PULLED

7.2 HUMAN RELATIONS COMMITTEE (REPEAL) - APPROVED

Alderwoman Olson moved the City Council approve the ordinance repealing Chapter 2, Article V, Division 4 (Human Relations Committee) on first reading, and reserve Division 4 for further use.

Motion seconded by Alderman Jantzer and carried by the following roll call vote: ayes: Burlingame, Jantzer, Olson, Ross; nays: Evans, Pitner.

PERSONAL APPEARANCES

Billi Gunderson addressed the council about ADA accessibility. Ken Oda spoke with the council about the 2024 alcohol license for the Minotauros Junior Hockey Club. Alderwoman Evans and Alderman Burlingame called for a special meeting on January 10th to address any 2024 alcohol license renewals.

MISCELLANEOUS AND DISCUSSION ITEMS

Chief Klug wanted clarification on The Spot. Sherry McGlaughlin had reached out to city staff to discuss her plans on opening up as a pool hall. She wanted to verify how she was going to store the alcohol, beer, and wine. The council clarified their intent of having the alcohol put away and not given away for free.

9.1 ONLINE LICENSING AND PERMITTING UPDATE (4423)

Emily Huettl, Assistant City Engineer, presented to council an update on the online licensing and permitting process.

Alderman Podrygula arrived at 6:00 pm.

ADJOURNMENT

There being no further business, Alderman Pitner moved the City Council meeting be adjourned. Motion seconded by Alderwoman Olson and carried unanimously. Meeting adjourned at 6:03 pm.

For the full January 2, 2024 Regular City Council meeting video, see: [Minot City Council Meeting 1/2/2024 \(youtube.com\)](https://www.youtube.com/watch?v=Minot-City-Council-Meeting-1/2/2024)

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

On January 10, 2024, a Special Meeting of the Minot City Council was held in the Council Chambers at City Hall. President Pitner called the meeting to order at 12:45 pm.

ROLL CALL

Members Present:

Burlingame, Evans, Jantzer (12:48 pm via Teams), Olson (12:48 pm via Teams), Pitner, Podrygula (12:47 pm)

Members Absent:

Ross

PLEDGE OF ALLEGIANCE

President Pitner led the City Council in the Pledge of Allegiance.

ALCOHOLIC BEVERAGE LICENSE RENEWALS – APPROVED

Alderwoman Evans moved the City Council approve the alcoholic beverage license renewals for the period of January 10, 2024, through December 31, 2024.

Motion seconded by Alderman Burlingame and carried by the following roll call vote: ayes: Burlingame, Evans, Jantzer, Olson, Pitner, Podrygula; nays: none.

ADJOURNMENT

There being no further business, Alderwoman Evans moved the City Council meeting be adjourned. Motion seconded by Alderman Jantzer and carried unanimously. Meeting adjourned at 12:55 pm.

For the full January 10, 2024 Special City Council meeting video, see: [Minot City Council Special Meeting 1/10/2024 \(youtube.com\)](https://www.youtube.com/watch?v=...).

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Thomas Ross, Mayor

Ordinance No. 5934

**AN ORDINANCE TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF
MINOT; LOT 1, DAWN TO DUSK ADDITION.**

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

Section 1. That the property described below is hereby annexed into the corporate boundary of the City of Minot, North Dakota:

**LOT 1, DAWN TO DUSK ADDITION, SECTION 22, TOWNSHIP 155N, RANGE 82W,
WARD COUNTY AND THE ADJOINING RIGHT-OF-WAY.**

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

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

PASSED FIRST READING:

December 18, 2024

PASSED SECOND READING:

January 16, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor



ORDINANCE NO. 5935

AN ORDINANCE REPEALING AND REENACTING CHAPTER 4 (AIRPORTS AND AIRCRAFT) OF THE CITY OF MINOT CODE OF ORDINANCES

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

WHEREAS, the City of Minot owns and operates the Minot International Airport and has adopted rules and regulations into its code of ordinances pertaining to the safe operation and maintenance thereof; and

WHEREAS, the City of Minot now intends to adopt rules and regulations by Resolution that will provide for the efficient and safe operation of the Minot International Airport and, therefore, ordinance revisions are required to reflect the existence and authority of that document.

§1. That Chapter 4 of the Code of Ordinances, City of Minot, North Dakota, is hereby repealed and reenacted to read as follows:

Chapter 4 – AIRPORTS AND AIRCRAFT

ARTICLE 1. – IN GENERAL

Sec. 4-0101 – Minot International Airport Rules and Regulations.

The rules and regulations relating to the city's airport shall be adopted by resolution of the city council.

Sec. 4-0102 – Enforcement and penalties.

- (a) The airport director is responsible for the enforcement of the rules and regulations adopted pursuant to section 4-0101.
- (b) Any person violating any provision of the rules and regulations adopted pursuant to section 4-0101 is guilty of an ordinance violation and subject to the provisions of section 1-8. Each day the violation occurs is a separate offense.
- (c) Any person whose act or failure to act results in a fine or penalty being assessed against the city or the airport by any federal, state, or local governmental agency having jurisdiction shall be fully liable for the payment or reimbursement to the city or airport of such fine or penalty. This liability shall extend to and include the costs associated with the

restitution, modification, repair, or clean-up of conditions resulting from such violations including attorney fees. These situations may include security, safety, environmental, aeronautical, health, or any other airport related issues.

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

PASSED FIRST READING: January 2, 2024

PASSED SECOND READING: January 16, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor

ORDINANCE NO: 5936

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
ENGINEERING DEPARTMENT PASS-THROUGH REVENUES AND
EXPENDITURES FOR THE NDDOT STATE PLANNING AND RESEARCH GRANT
AWARD AND APPROVE THE TRANSFER OF GENERAL FUND CASH RESERVES.**

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

- §1: An ordinance amending the 2024 annual budget to increase the engineering department pass-through revenues and expenditures for the NDDOT state planning and research grant award:

10000000-33100	2024380008	\$92,743
10038000-48200	2024380008	115,928

- §2: Approve the transfer of general fund cash reserves:

10038000-49101		\$23,185.60
10000000-39101	2024380008	(23,185.60)

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

PASSED FIRST READING: January 2, 2024

PASSED SECOND READING: January 16, 2024

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



ORDINANCE NO. 5937

AN ORDINANCE REPEALING CHAPTER 2 (ADMINISTRATION), ARTICLE V (BOARDS, COMMISSIONS, ETC), DIVISION 4 (HUMAN RELATIONS COMMITTEE), CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA.

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

WHEREAS, the City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers; and

WHEREAS, the City of Minot established an Ad Hoc Committee to study Chapter 2 (Administration), Article V (Boards, Commissions, Etc.), Division 4 (Human Relations Committee), City of Minot's Code of Ordinances; and

WHEREAS, on December 18, 2023, the City Council acknowledged the work of the Ad Hoc Committee, but elected to strike Chapter 2 (Administration), Article V (Boards, Commissions, Etc.), Division 4 (Human Relations Committee) from City of Minot's Code of Ordinances.

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

§1. That Chapter 2 (Administration), Article V (Boards, Commissions, Etc.), Division 4 (Human Relations Committee), of the Code of Ordinances, City of Minot, North Dakota, is hereby repealed and the Division reserved for further use:

DIVISION 4. HUMAN RELATIONS COMMITTEE RESERVED

Subdivision A. Generally

Secs. 2-210—2-220. Reserved.

Subdivision B. Charter¹

Sec. 2-221. Adopted.

~~The charter of the Minot Human Relations Commission is by this subdivision adopted and it shall read as follows:~~

**~~MINOT HUMAN RELATIONS
COMMISSION CHARTER~~**

¹Editor's note(s) — Ord. No. 2042, § 1, adopted March 1, 1976, did not specifically amend this Code; hence inclusion herein as Subdiv. B, § 2-221, was at the discretion of the editors.

ARTICLE I. NAME

~~This commission shall be officially known as the Minot Human Relations Commission, hereafter referred to as the HRC.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE II. AUTHORITY

~~The HRC is established by the authority of city council of City of Minot. The HRC shall be responsible for promoting communications between all parties, leading to equal opportunity and treatment for all persons regardless of race, color, religion, national origin, or sex, and to establish a better quality of life for all citizens.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE III. OBJECTIVES

- ~~(1) To act as a sounding board for the identification and resolution of community human relations problems.~~
- ~~(2) To identify and eliminate minor irritants before they develop into major problems.~~
- ~~(3) To evaluate discriminatory conditions and practices and make recommendations to the civilian and/or military authority concerning these problem areas.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE IV. MEMBERSHIP

- ~~(1) HRC membership shall not exceed twenty (20). Primary members shall be appointed by the mayor for a three-year term with approximately one-third (1/3) being appointed each year. Six (6) initial appointments shall be for one year, seven (7) for two (2) years, and seven (7) for three (3) years. The city manager shall be an advisory member of the HRC. Each primary member shall select one alternate member to serve on the commission.~~
- ~~(2) All segments of community life shall be represented on the commission, both civilian and military.~~
- ~~(3) Members shall notify the chairperson at least one month prior to their termination of involvement with the commission so that a replacement may be secured.~~
- ~~(4) The secretary shall maintain a current membership list.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE V. MEETINGS

- ~~(1) Meetings will be held as often as deemed necessary by the HRC chairperson or vice-chairperson, but at least once each calendar month.~~
- ~~(2) Meeting format will be as follows:~~
 - ~~(a) Call to order and roll call.~~
 - ~~(b) Introduction of guests, new members, and guest speakers.~~
 - ~~(c) Reading and adoption of last meeting's minutes.~~
 - ~~(d) Committee reports (formal only).~~
 - ~~(e) Old business.~~

~~(f) New business:~~

- ~~1. From the Chair (according to the published agenda).~~
- ~~2. From the floor.~~

~~(g) Comments from the chairperson or vice-chairperson.~~

~~(h) Any other business.~~

~~(i) Adjournment.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE VI. AGENDA

- ~~(1) The secretary shall prepare an agenda of the meetings and distribute it to members prior to the start of that meeting.~~
- ~~(2) Formal business that is to be brought before the HRC shall be brought to the attention of the secretary at least three (3) days prior to meetings so that it may be included in the agenda.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE VII. MINUTES

- ~~(1) Minutes shall be recorded at all HRC meetings.~~
- ~~(2) The minutes shall be signed by the secretary and approved at the following HRC meeting. A condensed version of the minutes shall be reviewed by city council.~~
- ~~(3) Minutes shall be distributed to each HRC member with sufficient copies available for distribution as requested.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE VIII. VOTING

- ~~(1) A quorum will exist when at least a majority (eleven (11) voting members) of the HRC members or alternates are present.~~
- ~~(2) Each member will have one vote. The primary representative will vote if present; if not, the alternate will vote.~~
- ~~(3) Voting procedures will be in accordance with "Robert's Rules of Order."~~
- ~~(4) The chairperson will not be a regular voting member.~~
- ~~(5) Tie votes will be broken by the chairperson.~~
- ~~(6) No business requiring a vote can be conducted if a quorum is not present.~~

~~(Ord. No. 2042, § 1)~~

ARTICLE IX. ELECTION OF OFFICERS

~~A chairperson, vice-chairperson, and parliamentarian shall be nominated and elected by a majority of HRC members. All officers shall be members of the HRC and shall be elected annually. Elections will be conducted in August of each year, with members taking office in September. The secretary for the HRC will be appointed by the city manager and will be responsible for secretarial duties.~~

~~(Ord. No. 2042, § 1)~~

~~ARTICLE X. OFFICER JOB DESCRIPTION~~

- ~~(1) The chairperson shall:~~
 - ~~(a) Preside over and conduct all meetings.~~
 - ~~(b) Approve the agenda prior to meetings.~~
 - ~~(c) Appoint committees as necessary to carry on the work of the HRC.~~
 - ~~(d) Monitor the progress of committee work.~~
 - ~~(e) Refer tasks to the appropriate committees for action.~~
 - ~~(f) When vacancies occur, appoint temporary officers until such time as the HRC members can elect a replacement.~~
- ~~(2) The vice chairperson shall:~~
 - ~~(a) Assume the duties of the chairperson during his/her absence.~~
 - ~~(b) Perform other duties as directed by the chairperson.~~
- ~~(3) The secretary shall:~~
 - ~~(a) Record minutes of all HRC meetings; within one week, prepare the minutes for HRC approval at the following meeting and present the minutes to the city council.~~
 - ~~(b) Maintain a file of the minutes for reference at future meetings.~~
 - ~~(c) Prepare and present an agenda prior to each meeting.~~
 - ~~(d) Upon notification that a member is departing, inform the mayor that a replacement representative is required.~~
- ~~(4) The parliamentarian shall insure that all meetings are conducted in accordance with accepted parliamentary procedures (Robert's Rules of Order).~~

~~(Ord. No. 2042, § 1)~~

~~ARTICLE XI. COMMITTEES~~

~~Committees shall be established as needed. Members shall be volunteers from the HRC general membership. The chairperson shall appoint committee members and chairpersons. There will be no standing committees.~~

~~(Ord. No. 2042, § 1)~~

~~ARTICLE XII. GRIEVANCE PROCEDURE~~

~~The following grievance procedure shall be established:~~

- ~~(1) Any individual, group, or organization may submit a grievance to any HRC officer or member. This grievance should be in the form of writing, however, it may be presented in person at any HRC meeting.~~
- ~~(2) This grievance shall be discussed at the first HRC meeting after the grievance was noted.~~
- ~~(3) A grievance investigative committee shall be appointed to examine the grievance and bring back information concerning the problem to the next monthly HRC~~

~~meeting. (Should the grievance warrant, meetings will be called as often as necessary to deal with the problem).~~

- ~~(4) The HRC committee as a whole will review the information received from the grievance committee and determine a solution plan. That plan might involve further investigation, specific recommendations to groups or organizations involved in the grievance, or continued discussion.~~
- ~~(5) The HRC will again call on the person, group, or organization, which initiated the complaint and discuss the solution with them and determine whether or not the grievance has actually been solved.~~
- ~~(6) A member of the HRC, executive officers, or grievance committee individual will contact the person, group, or organization which initiated the grievance six (6) months after the situation has been resolved in order to follow through on any possible redevelopments.~~

~~(Ord. No. 2042, § 1)~~

~~ARTICLE XIII. AMENDMENTS~~

~~The HRC Charter may be amended by ordinance.~~

~~(Ord. No. 2042, § 1)Secs. 2-222—2-224. Reserved.~~

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

PASSED FIRST READING: January 2, 2024

PASSED SECOND READING: January 16, 2024

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Tom Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: January 16, 2024

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

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

1. Minot Majettes Dance Team Booster to conduct a raffle on January 20, 2024 at Magic City Campus (1100 11th Ave SW).
2. Power of 1 to conduct a raffle on May 1, 2024 at ARCO (1520 24th Ave SW).
3. MCDL Booster Club to conduct a raffle on January 7, 2024 at Ann Nicole Nelson Hall (500 University Ave W).
4. Boy Scout Troop 425 to conduct a raffle on March 16, 2024 at the Congregational United Church of Christ (430 N Broadway).
5. Special Event Permit for Whiskey Nine, LLC dba Whiskey Nine (111 W Central Ave).
6. Two Special Event Permits for Sports on Tap, Inc. dba Sports on Tap (220 S Broadway).

II. DEPARTMENT CONTACT PERSONS

John Klug, Police Chief	857-4715
Mikayla McWilliams, City Clerk	857-4752

III. DESCRIPTION

A. Background

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

1. The payment by the applicant of a nonrefundable fee of twenty-five dollars (\$25.00).
2. The submission by the applicant, as part of the application required by the city clerk, of a brief narrative explaining:
 - a. The nature of the occasion for the permit (e.g., wedding dance, trade show or promotion, etc.); and
 - b. The steps which will be undertaken by the permittee to restrict the sale to, and consumption of, alcoholic beverages by minors at such occasion.
3. The written approval by the chief of police of the issuance of the permit.
4. A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.

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

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

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

IV. IMPACT:

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

V. ALTERNATIVES

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

VI. TIME CONSTRAINTS: N/A

VII. LIST OF ATTACHMENTS: None



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: January 16, 2024

SUBJECT: Final Approval of MAGIC Fund Guidelines

I. RECOMMENDED ACTION

- A. It is recommended City Council approve the final draft of the MAGIC Fund guidelines.

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager	857-4750
Brekka Kramer, MACEDC President and CEO	852-6000

III. DESCRIPTION

A. Background

On December 18, 2023 City Council approved the recommendations from the committee on the MAGIC Fund guidelines as amended by the changes the council members requested. Since then, city staff and MACEDC have made some minor clerical edits to the guidelines.

Attached is the final draft of the MAGIC Fund guidelines for City Council review along with Exhibit 1 of the funding schematics.

IV. IMPACT:

A. Fiscal Impact:

A change in these guidelines will impact the MAGIC Fund and future sales tax funds dedicated to economic development.

V. CITY COUNCIL ASPIRATIONS

- A. These recommended changes will assist with the Aspirations of *Dynamic and Flourishing, Resilient and Prepared, and Excellent and Connected*.

VI. ALTERNATIVES

- A. Council could choose to accept the minor changes to the guidelines.
B. Council could make changes to the recommendations and approve.
C. Council could reject the changes and remain with the guidelines approved on December 18, 2023.

VII. TIME CONSTRAINTS

None.

VIII. LIST OF ATTACHMENTS

- A. MAGIC Fund guidelines including MACEDC and staff tracked changes
B. MAGIC Fund guidelines clean version
C. Exhibit 1 Funding Schematic



MINOT AREA GROWTH BY INVESTMENT AND COOPERATION (MAGIC) FUND GUIDELINES

AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MINOT ON:
June 2, 2003

AMENDED BY THE CITY COUNCIL:
February 6, 2006

AMENDED BY THE CITY COUNCIL:
April 6, 2009

AMENDED BY THE CITY COUNCIL:
December 3, 2018

AMENDED BY THE CITY COUNCIL:
December 18, 2023

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HISTORY AND GENERAL PURPOSE

In 1990, the voters of the City of Minot approved a portion of the 1-percent City sales tax for use in economic and industrial development. The funds accumulated for this purpose shall be called the Minot Area Growth by Investment and Cooperation (MAGIC) Fund. The MAGIC Fund is intended to provide financing incentives to businesses that desire to expand or locate in the greater Minot trade area.

These Guidelines are designed to assist the City Council, City staff, the MAGIC Fund Steering Committee, and City consultants and agents with selecting economic development projects that are financially viable and will result in the most effective use of MAGIC Funds.

The eligible uses of the Fund are:

1. Program Administration, Partnerships, and Tools;
2. Primary Sector Business Program;
3. State of North Dakota Program Initiatives– PACE/Flex PACE;
4. City of Minot Community Development Projects;
5. Non-Primary Sector Small Business Program;
6. Flood Control Projects.

These eligible uses, their limits, and fiscal controls are described in further detail on pages 2-6 of these guidelines.

All uses of the MAGIC Fund must support one or more of the following goals:

- Create new jobs;
- Save existing jobs;
- Expand the local tax base;
- Increase capital investment;
- Improve the economic climate of the region;
- Enhance workforce solutions.

As part of the annual City of Minot budgeting process, the Minot City Manager will consult with the Minot Area Chamber EDC President | CEO for a recommendation regarding the level of funding to be allocated to each eligible use. The funding recommendation shall be acted upon by the Minot Area Chamber EDC Board of Directors and a recommendation from the Minot Area Chamber EDC Board of Directors shall be considered by the Minot City Council.

Funds shall be allocated in accordance with the funding schematic attached to these Guidelines as Exhibit 1.

DEFINITIONS

As used in these guidelines, unless the context otherwise requires:

“Lead Agency” shall as established in the program description of each Magic Fund Program.

“MACEDC” shall mean the Minot Area Chamber Economic Development Corporation.

“MAGIC Funds” means funds that have been allocated by the City of Minot’s sales tax ordinance.

“Minot Trade Area” means any location that contributes to the economic and/or population growth of the City of Minot.

“Non-Primary Sector Small Business” any business that does not fall under the definition of Primary Sector Business and is not otherwise excluded under these Guidelines.

“Permanent Financing” means financing that commences when principal and interest payments start.

“Primary Sector Business” shall have the same definition as set forth in North Dakota Century Code § 1-01-49(13).

“Small Business” shall have the same definition as the U.S. Small Business Administration (SBA)’s definition of a small business.

“Temporary Financing” means financing that commences before principal and interest payments start, to include short term, bridge, interim, or construction loans.

FUND USES, LIMITS, AND FISCAL CONTROLS

A. FUND USES AND LIMITS

MAGIC Funds may be used for the administrative costs to administer the MAGIC Fund, the Primary Sector Business Program, City of Minot Community Development Projects, State of North Dakota Programs that support economic development, the Non-Primary Sector Small Business Program, and Flood Control Projects.

Non-profit organizations will be considered for funds only when it can be determined that the non-profit venture meets a purpose and goal for which the MAGIC Fund can be used based on these guidelines.

1. Program Administration, Partnerships, and Tools

MAGIC Funds may be used to finance economic program administration costs, including

the cost of the City's consultant contracts for MAGIC Fund Administration, economic retention and protection programs such as Task Force 21, and programs to provide insight into the economic climate of the Minot Trade Area, such as Retail Coach and Location One Information System (LOIS).

An agreement shall be made between the City of Minot and Souris Basin Planning Council which governs the use of MAGIC Funds for capitalization of a revolving loan fund for small businesses who qualify for the Bank of North Dakota's FlexPACE Buydown program, administered by Souris Basin Planning Council.

For contracts with consultants and service providers (such as the Minot Area Chamber EDC), there should be expectations and performance standards built into the contract. The return from the service providers and consultants should be proportionate to the money they receive. An audit on the use of these funds may be required as part of the contract.

The lead agency administering the Program Administration program shall be the City of Minot.

2. Primary Sector Business Program

The goal of the Primary Sector Business Program is to facilitate the growth of primary sector businesses in the Minot Trade Area. Businesses with certificates from the North Dakota Department of Commerce Division of Economic Development and Finance certifying them as Primary Sector businesses or Tourism Primary Sector businesses are eligible for funding under this program.

Funds available to Primary Sector businesses may be used to provide temporary or permanent financing of any cost related to the eligible project. Temporary financing may only be in the form of a non-forgivable loan. Permanent financing may be in the form of a non-forgivable loan or combination of forgivable loan and non-forgivable loan with a forgivable loan being no more than 20 percent of total project financing from all sources, both public and private. If an applicant can demonstrate through detailed financial documentation that project feasibility requires a forgivable loan greater than 20 percent of total project financing, the application may be approved with a supermajority of the Minot City Council. The MAGIC Fund may not be used for restructuring existing debt, unless it can be demonstrated that the restructuring will create definable, measurable benefits for the greater Minot Trade Area that meet at least one of the MAGIC Fund goals.

The lead agency administering the Primary Sector Business Program will be MACEDC.

3. State of North Dakota Program Initiatives – PACE/Flex PACE

The MAGIC Fund may be considered to satisfy the local match requirements associated with state programs that support economic and industrial development and encourage and assist in the development of employment, including the Bank of North Dakota's

PACE and Flex PACE programs. MAGIC Funds awarded under this program can be in the form of a forgivable or non-forgivable loan, or any combination of the two loans. The lead agency administering State of North Dakota program initiatives will be MACEDC.

Flex PACE applications shall be reviewed, considered, approved, and administered exclusively by the Souris Basin Planning Council (SBPC). The lead agency administering the Flex PACE Program will be SBPC.

Capitalization of the SBPC Business Accelerator Fund can be funded through this program once per calendar year. SBPC cannot be funded more than 25% of the available funds in the MAGIC Fund account for State of North Dakota Program Initiatives. Pending applications for State of North Dakota Program Initiative funding shall not be used for calculating available funding for capitalization of the SBPC Business Accelerator Fund. MACEDC shall be the lead agency for capitalization requests from SBPC for the Business Accelerator Fund.

4. City of Minot Community Development Projects

MAGIC Funds may be used to finance economic development projects authorized by the City of Minot's City Council.

The lead agency administering City of Minot Community Development Projects will be the City of Minot.

5. Non-Primary Sector Small Business Program

The goals of the Non-Primary Sector Small Business Program are to support economic development through the growth of new, non-primary sector businesses, enhance the entrepreneurial climate of the Minot Trade Area, and expand the local tax base.

Funds available through the MAGIC Fund Non-Primary Sector Small Business Program may be used to capitalize and address the financial needs of non-primary sector businesses not available through traditional financing institutions. Applicants are encouraged to provide letters of support from a Primary Sector industry along with their application.

Financial assistance will not be approved for any new or existing business that gives the applicant an unfair business advantage over other like or similar businesses through the use of the financing from the MAGIC Fund unless the location is in an area the city has identified as requiring new investment such as the downtown district and/or is through a capitalized revolving loan fund serving a rural area of the Minot Trade Area which does not have products, services, or other benefits otherwise accessible in such area.

MAGIC Funds awarded under this program can be in the form of a forgivable or non-forgivable loan, or any combination of the two loans.

The lead agency administering the Non-Primary Sector Small Business program shall be MACEDC.

Limits in relation to Non-Primary Sector Small Business Program:

Businesses that do not qualify for funding under this program include the following: gaming establishments, retail trade, adult entertainment, public administration, food and beverage establishments, and hotels (lodging).

6. Flood Control Projects

MAGIC Funds can be used to finance Flood Control projects. The lead agency administering the Flood Control projects will be the City of Minot.

B. THE FUNDING SCHEMATIC ('The Bucket Chart')

MAGIC Funds shall be distributed in accordance with the funding schematic attached to these Guidelines as Exhibit 1.

The City Council shall dedicate the MAGIC Funds necessary for Program Administration through its annual budget ordinance or amendments thereto.

The City Council, through its annual budget ordinance, may dedicate funds to the Primary Sector Business Program Fund. The City Council shall make every effort to maintain a minimum balance of 3 million dollars in the Primary Sector Business Program Fund. The Primary Sector Business Program Fund shall not exceed 10 million dollars. Should the Primary Sector Business Program Fund balance fall below 3 million dollars, this fund shall become the priority fund to receive MAGIC Funds for future fiscal years until the fund balance reaches the 3 million dollars.

Following funding of the Program Administration and Primary Sector Business Program Funds, MAGIC Funds will be allocated into the remaining programs as recommended by the MACEDC President | CEO and City Manager and approved by the City Council.

Once all other funds are fully funded at their maximum thresholds, any additional MAGIC Fund dollars will be placed in a fund for local flood control projects.

Revenue Projection Variations

The City's Finance Department shall advise the City Manager and MACEDC President | CEO of any significant revenue projection variations during the fiscal year.

Upon receipt of notice of any anticipated funding shortfall, the City Manager will meet and confer with the MACEDC President | CEO to discuss and make a recommendation to the City Council on how address the funding shortfall. Any anticipated surplus shall be rolled over into the following fiscal year.

Changing the Thresholds

The City Council may change the program fund thresholds by amending its annual budget ordinance, a simple majority vote is required.

C. FISCAL CONTROLS

MAGIC Funds shall not be transferred from one program to another without first receiving approval from a supermajority of the City Council. Transfers from Primary Sector Business program will only be permitted to the State of North Dakota Program Initiative program, such transfers can not reduce the balance in the Primary Sector program to less than 3 million dollars and those funds cannot be further transferred to any other fund.

Expenditures from the MAGIC Fund must be listed with the monthly bills approved by the City Council before payment is made. To the extent applicable to the features of a particular project, as part of such process, detailed invoices and receipts must be provided to the City.

Any proposal to obligate MAGIC Fund money beyond what is currently available, plus what is expected to accrue by the end of the current fiscal year, will be clearly stated to the public during a public hearing prior to City Council action.

A public hearing is required prior to City Council action when the proposed use of the MAGIC Funds is for infrastructure related projects. The MAGIC Fund Screening Committee will specifically address and communicate to the City Council when the proposal is for infrastructure and the basis of the infrastructure project connected to job creation/retention, retention of existing business/industry, and/or creation of new business/industry consistent with the MAGIC Fund guidelines.

MAGIC Fund recipients are required to enter into a Development Agreement. A previous MAGIC Fund recipient that meets or exceeds its obligations under a previous Business Incentive Agreement may be eligible for additional funding from the MAGIC Fund for new or expansion initiatives.

MAGIC FUND SCREENING COMMITTEE

The MAGIC Fund Screening Committee, appointed by the Mayor and confirmed by the City Council, will have flexibility in the types of financing tools available to it to pursue general economic and industrial development goals guided by the following examples: unsecured loans, mortgages or secured financial instruments, equity positions, equipment and building purchase and lease-back, interest buy-downs, grants, and other financing vehicles as may be necessary and appropriate. All methods of financing which are utilized must be supported by vetted and verified applicant financials, business plan, and clearly measurable performance benchmarks.

Members will be appointed to retain expertise on the Committee in the following areas:

<u>Number</u>	<u>Expertise / Profession / Background</u>
1	Professional
2	Labor
1	Business
1	Trade Area
2	Finance

The MAGIC Fund Screening Committee will make an annual written report to the City Council, which the Council may choose to be supplemented or superseded by a report prepared by an independent private consultant. The chairperson of the Committee will make an oral report to the Council and answer questions from both the Council and the public. The oral report will be made concurrent with the public release of the written report. The annual report shall include:

- (1) City of Minot Finance Department shall provide a financial accounting for all tax money spent during the reporting period from the economic development portion of City of Minot sales tax by category of spending. This portion of the report will include MAGIC Fund balance information as of the report closing date.
- (2) An assessment of the performance of each program funded through the MAGIC Fund using the "Project Tracking" guidance found in these guidelines. The assessment shall include:
 - An assessment of each program fund, including demand and performance; and

A compliance report regarding the outstanding contracts funded through the MAGIC Fund.
 - A list of all applications that were not approved by the MAGIC Fund Screening Committee.
- (3) An assessment of the financial and management health of the MAGIC Fund, including any recommendations to amend or redefine these guidelines.

CONFLICTS OF INTEREST

Officers, directors, members or employees of the City of Minot, Minot Area Chamber EDC, MAGIC Fund Screening Committee or Minot City Council that have a direct and substantial personal or pecuniary interest in a matter before the board, council, commission, or other body, must disclose that fact to the body of which that person is a member. The disclosure shall be made in a written letter or email to the corresponding

board, committee, or city council and announced verbally before the item is considered by the corresponding board, committee or city council.

A board member, committee member, or city council member shall not vote on any matter in which they have a conflict of interest, nor shall they participate in any activities to evaluate or debate the merits of an application to the MAGIC Fund in which they have a conflict.

APPLICATION PROCESSES

The City of Minot and MACEDC shall develop application procedures and administrative processes that are comprehensive enough to protect the community interests, assuring prudent and accountable use of all funds, but are streamlined enough so as not to discourage potential applicants from seeking financial assistance.

Depending on the program applied for, applicants may be required to submit a complete business plan, financial statements (if an existing concern), and identification of all sources and uses of funds for the proposed project. If the lead agency believes that the application has merit, it may negotiate financial terms with the applicant to include performance and measurable benchmark standards. The MAGIC Fund Screening Committee may contract for professional advice/services to assist in its deliberations, in addition to the Minot Area Chamber EDC which by contract with the City of Minot shall provide specified services and support to the MAGIC Fund Screening Committee. Any such procurements should follow the City of Minot's procurement policies and procedures.

At least one authorized representative of the applicant must present the application to the MAGIC Fund Screening Committee and respond to questions about their application. All applications and attendant paperwork must be submitted in sufficient time (according to the schedule adopted annually by the MAGIC Fund Screening Committee) to allow the MAGIC Fund Screening Committee to do its due diligence work.

Applicants requesting marketing funding shall submit an application, adequately outlining how the marketing directly supports the goals and purposes of the MAGIC Fund, and others sources of funds to match the requested amount. Applicants shall also specify the timeline for such use, measurable outcomes, and intended uses. An applicant must commit that, when the project is completed, a report will be issued by it to the MAGIC Fund Screening Committee, noting the completion.

The Committee may jointly participate with other political subdivisions in extending assistance to applicants. The MAGIC Fund Screening Committee shall consider impact to the Minot Trade Area when considering applications from political subdivisions.

At each level of review a MAGIC Fund application may have additional obligations or stipulations added by the reviewing parties, including proposing a different funding level not to exceed the initial requested amount.

Unless provided otherwise in these Guidelines, the City Council will review and consider all applications recommended for funding through the MAGIC Fund.

While reasonable, good-faith efforts will be made to maintain confidentiality of information submitted in connection with an application for MAGIC funds, no absolute or unconditional guarantee of confidentiality can be made and the obligations of the Minot Area Chamber EDC, MAGIC Fund Screening Committee and Minot City Council will, at all times, remain subject to North Dakota's Open Records Laws.

APPLICATION REVIEW GUIDANCE

The following guidelines are intended to serve as a source of general guidance for application reviewers (Minot Area Chamber EDC staff and board of directors, City of Minot staff, MAGIC Fund Screening Committee, Minot City Council, etc.) in the administration of the MAGIC Fund. It is important to note that the economic development needs of the area are such that a large degree of procedural flexibility may be necessary to capitalize on windows of opportunity. In that context, administration of the MAGIC Fund must be dynamic enough to ensure that the monies made available to the MAGIC Fund are prudently applied to the economic development needs of the area consistent with the MAGIC Fund Guidelines, which are regularly reviewed and updated by the Minot City Council.

The acid test of the value of an application will be the relative positive "impact mix" of the business on the economy of the region. "Impact mix" is defined in general terms as the number of jobs created or saved; quality of those jobs in terms of salary/benefit levels and the expected length of time the job will be viable; expansion of the tax base; financial mix—to include the appropriate level of owner's equity required to make the venture successful; organizational growth potential of the venture; environmental impact; uses of regional materials in the production process; the amount of third-party participation in the venture; and the amount of primary money generated by the project. The Committee will look for these factors in determining the relative worth of an applicant's venture to the economy of our region consistent with the uses defined and allowed with the MAGIC Fund.

Regardless of the factors upon which any recommendation in connection with an application is based, there must be clear, measurable performance benchmarks which can be used to regularly monitor compliance and performance.

MAGIC Fund administration may consider the applicant's previous MAGIC Fund applications when considering whether to award funding, and in what amount, if any. Applicants must disclose business principals, investors, managers, and any other associations if requested by MAGIC Fund administration. The applicant's business performance and affiliations may be considered by MAGIC Fund administration in reviewing their application and making funding recommendations.

The ratio of public-supported funding versus private-supported funding on each project should be carefully scrutinized so that the MAGIC Fund does not take a disproportionate

equity position in any particular project. All funds (MAGIC Fund and matching funds) authorized for the project and activity must be documented and verifiable. If an applicant can demonstrate through a justifiable business plan with clear minimum five-year growth projections that it needs a higher contribution of MAGIC Fund participation than established through these MAGIC Fund Guidelines to assure project feasibility, then consideration can be given by the application reviewers. Final approval by supermajority (5 members) of the full City Council is necessary for projects which request a higher contribution of MAGIC Funds than established through these MAGIC Fund Guidelines.

Interest rates need not be fixed but, rather, may be based upon the relative risk involved, the desirability of the project to the area, and the immediate and long-term growth potential of the business. It is important that, to the greatest extent possible, financial packages be tailored to meet the needs of the applicant, balanced with protecting the integrity and sustainability of the MAGIC Fund as well as clearly carrying out the intent and purposes of the Fund. Repayment schedules that provide a significant increase in the probability of project success may be considered, provided that the economic development potential of such arrangement justifies the non-traditional repayment arrangement.

Projects that call for expenditures by the MAGIC Fund to be made over a period of time, and then conditioned upon certain performance benchmarks being reached by the project, are to be preferred over projects that make heavy "up front" expenditure demands. Any project that is heavily front-ended must demonstrate offsetting desirable features not found in the average project. Any project involving front-ended distribution of the MAGIC Fund share prior to Applicant's contribution shall require Applicant guarantees offering reasoned and reasonable repayment of the MAGIC Fund contribution should all obligations not be met, and three years of certified, audited financial statements from the Applicant in the immediate three years prior to date of Application.

PROJECT TRACKING AND DEVELOPMENT AGREEMENTS

The Development Agreement shall specify project tracking procedures for each project approved. The procedures for tracking will provide periodic feedback from the company receiving job creation/retention funding on the status of business operations. The Development Agreement shall establish the specific frequency, content, and manner of presentation of these reports prior to funding disbursement and be made enforceable.

Standard Form (i.e. fillable blank) Development Agreements (or equivalent if Business Incentive Agreements are not applicable) shall be developed by the program's Lead Agency for the following programs to simplify and expedite the contracting process (i.e. Bank of North Dakota PACE Buydown Match). Each Development Agreement will still need to be presented to the City Council. An audit on the use of these funds may be required as part of the development agreement. To the extent appropriate under the circumstances of a particular project, its development agreement shall call for the provision of detailed receipts and invoices as a precondition of the expenditure of funds

by the City pursuant to the contract. Development Agreements shall provide for suitable collateral or security to protect the City's interests and, in addition (or when necessary in lieu thereof), "claw-back" provisions. Development Agreements shall prescribe specific reporting requirements to be met by the recipient of funds.

The Lead Agency shall work with City staff and legal counsel to structure each development agreement. Any deviation from a standard form agreement must be described to the City Council.

Applicants for Flex PACE program funds shall enter into a standard form agreement with Souris Basin Planning Council which meets the requirements of the Bank of North Dakota and the City of Minot.

City staff should verify compliance with the contract requirements.



MINOT AREA GROWTH BY INVESTMENT AND COOPERATION (MAGIC) FUND GUIDELINES

AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MINOT ON:
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The eligible uses of the Fund are:

1. Program Administration, Partnerships, and Tools;
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These eligible uses, their limits, and fiscal controls are described in further detail on pages 2-6 of these guidelines.

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FUND USES, LIMITS, AND FISCAL CONTROLS

A. FUND USES AND LIMITS

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1. Program Administration, Partnerships, and Tools

MAGIC Funds may be used to finance economic program administration costs, including

the cost of the City's consultant contracts for MAGIC Fund Administration, economic retention and protection programs such as Task Force 21, and programs to provide insight into the economic climate of the Minot Trade Area, such as Retail Coach and Location One Information System (LOIS).

An agreement shall be made between the City of Minot and Souris Basin Planning Council which governs the use of MAGIC Funds for capitalization of a revolving loan fund for small businesses who qualify for the Bank of North Dakota's FlexPACE Buydown program, administered by Souris Basin Planning Council.

For contracts with consultants and service providers (such as the Minot Area Chamber EDC), there should be expectations and performance standards built into the contract. The return from the service providers and consultants should be proportionate to the money they receive. An audit on the use of these funds may be required as part of the contract.

The lead agency administering the Program Administration program shall be the City of Minot.

2. Primary Sector Business Program

The goal of the Primary Sector Business Program is to facilitate the growth of primary sector businesses in the Minot Trade Area. Businesses with certificates from the North Dakota Department of Commerce Division of Economic Development and Finance certifying them as Primary Sector businesses or Tourism Primary Sector businesses are eligible for funding under this program.

Funds available to Primary Sector businesses may be used to provide temporary or permanent financing of any cost related to the eligible project. Temporary financing may only be in the form of a non-forgivable loan. Permanent financing may be in the form of a non-forgivable loan or combination of forgivable loan and non-forgivable loan with a forgivable loan being no more than 20 percent of total project financing from all sources, both public and private. If an applicant can demonstrate through detailed financial documentation that project feasibility requires a forgivable loan greater than 20 percent of total project financing, the application may be approved with a supermajority of the Minot City Council. The MAGIC Fund may not be used for restructuring existing debt, unless it can be demonstrated that the restructuring will create definable, measurable benefits for the greater Minot Trade Area that meet at least one of the MAGIC Fund goals.

The lead agency administering the Primary Sector Business Program will be MACEDC.

3. State of North Dakota Program Initiatives – PACE/Flex PACE

The MAGIC Fund may be considered to satisfy the local match requirements associated with state programs that support economic and industrial development and encourage and assist in the development of employment, including the Bank of North Dakota's

PACE and Flex PACE programs. MAGIC Funds awarded under this program can be in the form of a forgivable or non-forgivable loan, or any combination of the two loans. The lead agency administering State of North Dakota program initiatives will be MACEDC.

Flex PACE applications shall be reviewed, considered, approved, and administered exclusively by the Souris Basin Planning Council (SBPC). The lead agency administering the Flex PACE Program will be SBPC.

Capitalization of the SBPC Business Accelerator Fund can be funded through this program once per calendar year. SBPC cannot be funded more than 25% of the available funds in the MAGIC Fund account for State of North Dakota Program Initiatives. Pending applications for State of North Dakota Program Initiative funding shall not be used for calculating available funding for capitalization of the SBPC Business Accelerator Fund. MACEDC shall be the lead agency for capitalization requests from SBPC for the Business Accelerator Fund.

4. City of Minot Community Development Projects

MAGIC Funds may be used to finance economic development projects authorized by the City of Minot's City Council.

The lead agency administering City of Minot Community Development Projects will be the City of Minot.

5. Non-Primary Sector Small Business Program

The goals of the Non-Primary Sector Small Business Program are to support economic development through the growth of new, non-primary sector businesses, enhance the entrepreneurial climate of the Minot Trade Area, and expand the local tax base.

Funds available through the MAGIC Fund Non-Primary Sector Small Business Program may be used to capitalize and address the financial needs of non-primary sector businesses not available through traditional financing institutions. Applicants are encouraged to provide letters of support from a Primary Sector industry along with their application.

Financial assistance will not be approved for any new or existing business that gives the applicant an unfair business advantage over other like or similar businesses through the use of the financing from the MAGIC Fund unless the location is in an area the city has identified as requiring new investment such as the downtown district and/or is through a capitalized revolving loan fund serving a rural area of the Minot Trade Area which does not have products, services, or other benefits otherwise accessible in such area.

MAGIC Funds awarded under this program can be in the form of a forgivable or non-forgivable loan, or any combination of the two loans.

The lead agency administering the Non-Primary Sector Small Business program shall be MACEDC.

Limits in relation to Non-Primary Sector Small Business Program:

Businesses that do not qualify for funding under this program include the following: gaming establishments, retail trade, adult entertainment, public administration, food and beverage establishments, and hotels (lodging).

6. Flood Control Projects

MAGIC Funds can be used to finance Flood Control projects. The lead agency administering the Flood Control projects will be the City of Minot.

B. THE FUNDING SCHEMATIC ('The Bucket Chart')

MAGIC Funds shall be distributed in accordance with the funding schematic attached to these Guidelines as Exhibit 1.

The City Council shall dedicate the MAGIC Funds necessary for Program Administration through its annual budget ordinance or amendments thereto.

The City Council, through its annual budget ordinance, may dedicate funds to the Primary Sector Business Program Fund. The City Council shall make every effort to maintain a minimum balance of 3 million dollars in the Primary Sector Business Program Fund. The Primary Sector Business Program Fund shall not exceed 10 million dollars. Should the Primary Sector Business Program Fund balance fall below 3 million dollars, this fund shall become the priority fund to receive MAGIC Funds for future fiscal years until the fund balance reaches the 3 million dollars.

Following funding of the Program Administration and Primary Sector Business Program Funds, MAGIC Funds will be allocated into the remaining programs as recommended by the MACEDC President | CEO and City Manager and approved by the City Council.

Once all other funds are fully funded at their maximum thresholds, any additional MAGIC Fund dollars will be placed in a fund for local flood control projects.

Revenue Projection Variations

The City's Finance Department shall advise the City Manager and MACEDC President | CEO of any significant revenue projection variations during the fiscal year.

Upon receipt of notice of any anticipated funding shortfall, the City Manager will meet and confer with the MACEDC President | CEO to discuss and make a recommendation to the City Council on how address the funding shortfall. Any anticipated surplus shall be rolled over into the following fiscal year.

Changing the Thresholds

The City Council may change the program fund thresholds by amending its annual budget ordinance, a simple majority vote is required.

C. FISCAL CONTROLS

MAGIC Funds shall not be transferred from one program to another without first receiving approval from a supermajority of the City Council. Transfers from Primary Sector Business program will only be permitted to the State of North Dakota Program Initiative program, such transfers can not reduce the balance in the Primary Sector program to less than 3 million dollars and those funds cannot be further transferred to any other fund.

Expenditures from the MAGIC Fund must be listed with the monthly bills approved by the City Council before payment is made. To the extent applicable to the features of a particular project, as part of such process, detailed invoices and receipts must be provided to the City.

Any proposal to obligate MAGIC Fund money beyond what is currently available, plus what is expected to accrue by the end of the current fiscal year, will be clearly stated to the public during a public hearing prior to City Council action.

A public hearing is required prior to City Council action when the proposed use of the MAGIC Funds is for infrastructure related projects. The MAGIC Fund Screening Committee will specifically address and communicate to the City Council when the proposal is for infrastructure and the basis of the infrastructure project connected to job creation/retention, retention of existing business/industry, and/or creation of new business/industry consistent with the MAGIC Fund guidelines.

MAGIC Fund recipients are required to enter into a Development Agreement. A previous MAGIC Fund recipient that meets or exceeds its obligations under a previous Business Incentive Agreement may be eligible for additional funding from the MAGIC Fund for new or expansion initiatives.

MAGIC FUND SCREENING COMMITTEE

The MAGIC Fund Screening Committee, appointed by the Mayor and confirmed by the City Council, will have flexibility in the types of financing tools available to it to pursue general economic and industrial development goals guided by the following examples: unsecured loans, mortgages or secured financial instruments, equity positions, equipment and building purchase and lease-back, interest buy-downs, grants, and other financing vehicles as may be necessary and appropriate. All methods of financing which are utilized must be supported by vetted and verified applicant financials, business plan, and clearly measurable performance benchmarks.

Members will be appointed to retain expertise on the Committee in the following areas:

<u>Number</u>	<u>Expertise / Profession / Background</u>
1	Professional
2	Labor
1	Business
1	Trade Area
2	Finance

The MAGIC Fund Screening Committee will make an annual written report to the City Council, which the Council may choose to be supplemented or superseded by a report prepared by an independent private consultant. The chairperson of the Committee will make an oral report to the Council and answer questions from both the Council and the public. The oral report will be made concurrent with the public release of the written report. The annual report shall include:

- (1) City of Minot Finance Department shall provide a financial accounting for all tax money spent during the reporting period from the economic development portion of City of Minot sales tax by category of spending. This portion of the report will include MAGIC Fund balance information as of the report closing date.
- (2) An assessment of the performance of each program funded through the MAGIC Fund using the "Project Tracking" guidance found in these guidelines. The assessment shall include:
 - An assessment of each program fund, including demand and performance; and

A compliance report regarding the outstanding contracts funded through the MAGIC Fund.
 - A list of all applications that were not approved by the MAGIC Fund Screening Committee.
- (3) An assessment of the financial and management health of the MAGIC Fund, including any recommendations to amend or redefine these guidelines.

CONFLICTS OF INTEREST

Officers, directors, members or employees of the City of Minot, Minot Area Chamber EDC, MAGIC Fund Screening Committee or Minot City Council that have a direct and substantial personal or pecuniary interest in a matter before the board, council, commission, or other body, must disclose that fact to the body of which that person is a member. The disclosure shall be made in a written letter or email to the corresponding

board, committee, or city council and announced verbally before the item is considered by the corresponding board, committee or city council.

A board member, committee member, or city council member shall not vote on any matter in which they have a conflict of interest, nor shall they participate in any activities to evaluate or debate the merits of an application to the MAGIC Fund in which they have a conflict.

APPLICATION PROCESSES

The City of Minot and MACEDC shall develop application procedures and administrative processes that are comprehensive enough to protect the community interests, assuring prudent and accountable use of all funds, but are streamlined enough so as not to discourage potential applicants from seeking financial assistance.

Depending on the program applied for, applicants may be required to submit a complete business plan, financial statements (if an existing concern), and identification of all sources and uses of funds for the proposed project. If the lead agency believes that the application has merit, it may negotiate financial terms with the applicant to include performance and measurable benchmark standards. The MAGIC Fund Screening Committee may contract for professional advice/services to assist in its deliberations, in addition to the Minot Area Chamber EDC which by contract with the City of Minot shall provide specified services and support to the MAGIC Fund Screening Committee. Any such procurements should follow the City of Minot's procurement policies and procedures.

At least one authorized representative of the applicant must present the application to the MAGIC Fund Screening Committee and respond to questions about their application. All applications and attendant paperwork must be submitted in sufficient time (according to the schedule adopted annually by the MAGIC Fund Screening Committee) to allow the MAGIC Fund Screening Committee to do its due diligence work.

Applicants requesting marketing funding shall submit an application, adequately outlining how the marketing directly supports the goals and purposes of the MAGIC Fund, and others sources of funds to match the requested amount. Applicants shall also specify the timeline for such use, measurable outcomes, and intended uses. An applicant must commit that, when the project is completed, a report will be issued by it to the MAGIC Fund Screening Committee, noting the completion.

The Committee may jointly participate with other political subdivisions in extending assistance to applicants. The MAGIC Fund Screening Committee shall consider impact to the Minot Trade Area when considering applications from political subdivisions.

At each level of review a MAGIC Fund application may have additional obligations or stipulations added by the reviewing parties, including proposing a different funding level not to exceed the initial requested amount.

Unless provided otherwise in these Guidelines, the City Council will review and consider all applications recommended for funding through the MAGIC Fund.

While reasonable, good-faith efforts will be made to maintain confidentiality of information submitted in connection with an application for MAGIC funds, no absolute or unconditional guarantee of confidentiality can be made and the obligations of the Minot Area Chamber EDC, MAGIC Fund Screening Committee and Minot City Council will, at all times, remain subject to North Dakota's Open Records Laws.

APPLICATION REVIEW GUIDANCE

The following guidelines are intended to serve as a source of general guidance for application reviewers (Minot Area Chamber EDC staff and board of directors, City of Minot staff, MAGIC Fund Screening Committee, Minot City Council, etc.) in the administration of the MAGIC Fund. It is important to note that the economic development needs of the area are such that a large degree of procedural flexibility may be necessary to capitalize on windows of opportunity. In that context, administration of the MAGIC Fund must be dynamic enough to ensure that the monies made available to the MAGIC Fund are prudently applied to the economic development needs of the area consistent with the MAGIC Fund Guidelines, which are regularly reviewed and updated by the Minot City Council.

The acid test of the value of an application will be the relative positive "impact mix" of the business on the economy of the region. "Impact mix" is defined in general terms as the number of jobs created or saved; quality of those jobs in terms of salary/benefit levels and the expected length of time the job will be viable; expansion of the tax base; financial mix—to include the appropriate level of owner's equity required to make the venture successful; organizational growth potential of the venture; environmental impact; uses of regional materials in the production process; the amount of third-party participation in the venture; and the amount of primary money generated by the project. The Committee will look for these factors in determining the relative worth of an applicant's venture to the economy of our region consistent with the uses defined and allowed with the MAGIC Fund.

Regardless of the factors upon which any recommendation in connection with an application is based, there must be clear, measurable performance benchmarks which can be used to regularly monitor compliance and performance.

MAGIC Fund administration may consider the applicant's previous MAGIC Fund applications when considering whether to award funding, and in what amount, if any. Applicants must disclose business principals, investors, managers, and any other associations if requested by MAGIC Fund administration. The applicant's business performance and affiliations may be considered by MAGIC Fund administration in reviewing their application and making funding recommendations.

The ratio of public-supported funding versus private-supported funding on each project should be carefully scrutinized so that the MAGIC Fund does not take a disproportionate

equity position in any particular project. All funds (MAGIC Fund and matching funds) authorized for the project and activity must be documented and verifiable. If an applicant can demonstrate through a justifiable business plan with clear minimum five-year growth projections that it needs a higher contribution of MAGIC Fund participation than established through these MAGIC Fund Guidelines to assure project feasibility, then consideration can be given by the application reviewers. Final approval by supermajority (5 members) of the full City Council is necessary for projects which request a higher contribution of MAGIC Funds than established through these MAGIC Fund Guidelines.

Interest rates need not be fixed but, rather, may be based upon the relative risk involved, the desirability of the project to the area, and the immediate and long-term growth potential of the business. It is important that, to the greatest extent possible, financial packages be tailored to meet the needs of the applicant, balanced with protecting the integrity and sustainability of the MAGIC Fund as well as clearly carrying out the intent and purposes of the Fund. Repayment schedules that provide a significant increase in the probability of project success may be considered, provided that the economic development potential of such arrangement justifies the non-traditional repayment arrangement.

Projects that call for expenditures by the MAGIC Fund to be made over a period of time, and then conditioned upon certain performance benchmarks being reached by the project, are to be preferred over projects that make heavy "up front" expenditure demands. Any project that is heavily front-ended must demonstrate offsetting desirable features not found in the average project. Any project involving front-ended distribution of the MAGIC Fund share prior to Applicant's contribution shall require Applicant guarantees offering reasoned and reasonable repayment of the MAGIC Fund contribution should all obligations not be met, and three years of certified, audited financial statements from the Applicant in the immediate three years prior to date of Application.

PROJECT TRACKING AND DEVELOPMENT AGREEMENTS

The Development Agreement shall specify project tracking procedures for each project approved. The procedures for tracking will provide periodic feedback from the company receiving job creation/retention funding on the status of business operations. The Development Agreement shall establish the specific frequency, content, and manner of presentation of these reports prior to funding disbursement and be made enforceable.

Standard Form (i.e. fillable blank) Development Agreements (or equivalent if Business Incentive Agreements are not applicable) shall be developed by the program's Lead Agency for the following programs to simplify and expedite the contracting process (i.e. Bank of North Dakota PACE Buydown Match). Each Development Agreement will still need to be presented to the City Council. An audit on the use of these funds may be required as part of the development agreement. To the extent appropriate under the circumstances of a particular project, its development agreement shall call for the provision of detailed receipts and invoices as a precondition of the expenditure of funds

by the City pursuant to the contract. Development Agreements shall provide for suitable collateral or security to protect the City's interests and, in addition (or when necessary in lieu thereof), "claw-back" provisions. Development Agreements shall prescribe specific reporting requirements to be met by the recipient of funds.

The Lead Agency shall work with City staff and legal counsel to structure each development agreement. Any deviation from a standard form agreement must be described to the City Council.

Applicants for Flex PACE program funds shall enter into a standard form agreement with Souris Basin Planning Council which meets the requirements of the Bank of North Dakota and the City of Minot.

City staff should verify compliance with the contract requirements.

HIGH Priority
Fund **FIRST**



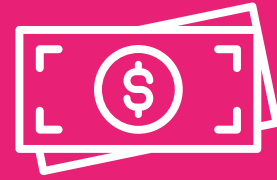
LOWER Priority
Fund as available



2

Primary Sector

Min: \$3,000,000
Max: \$10,000,000



3

**State Program
Matching
Funds**

Max: \$1,000,000



4

**City of Minot
Economic
Development
Projects**

Max: \$800,000



5

Small Business

Max: \$300,000



6

Flood Control

MAGIC Funds will be allocated into the remaining programs as recommended by
MACEDC Director and City Manager and approved by the City Council.





TO: Mayor Tom Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: January 9, 2024

SUBJECT: MAJOR SUBDIVISION FINAL PLAT TO BE KNOWN AS ROSEHILL CEMETERY FOURTH ADDITION TO THE CITY OF MINOT, NORTH DAKOTA.

I. RECOMMENDED ACTION

1. Approve the proposed major subdivision final plat as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community and Economic Development Director	857-4147
Doug Diedrichsen, Principal Planner	857-4108

III. DESCRIPTION

1. Background
The property owner seeks to separate the cemetery from the park containing the baseball/softball fields, parking, concessions/restroom buildings and public water infrastructure. The proposed subdivision will create two lots from platted and unplatted parcels. Lot one will be 2,861,040.24 sq. ft. and Lot 2 will be 690,211.46 sq. Ft.
2. Proposed Project
Rosehill Cemetery Fourth Addition
3. Consultant Selection
N/a

IV. IMPACT:

1. Strategic Impact:
N/a
2. Service/Delivery Impact:
N/a

3. Fiscal Impact:
N/a

V. ALTERNATIVES

1. Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

VI. TIME CONSTRAINTS
N/a

VII. LIST OF ATTACHMENTS

1. Attachment A – Rosehill Cemetery Fourth Addition Final Plat

ROSEHILL CEMETERY FOURTH ADDITION

BEING A REPLAT OF OUTLOT 18, ROSEHILL CEMETERY, ST. LEO'S CEMETERY, AND ST. ANTHONY HILL ADDITION. LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 25, TOWNSHIP 155 NORTH RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA



ROSEHILL CEMETERY FOURTH ADDITION

BEING A REPLAT OF OUTLOT 18, ROSEHILL CEMETERY, ST. LEO'S CEMETERY, AND ST. ANTHONY HILL ADDITION. LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 25, TOWNSHIP 155 NORTH RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA

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

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

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

LEGEND

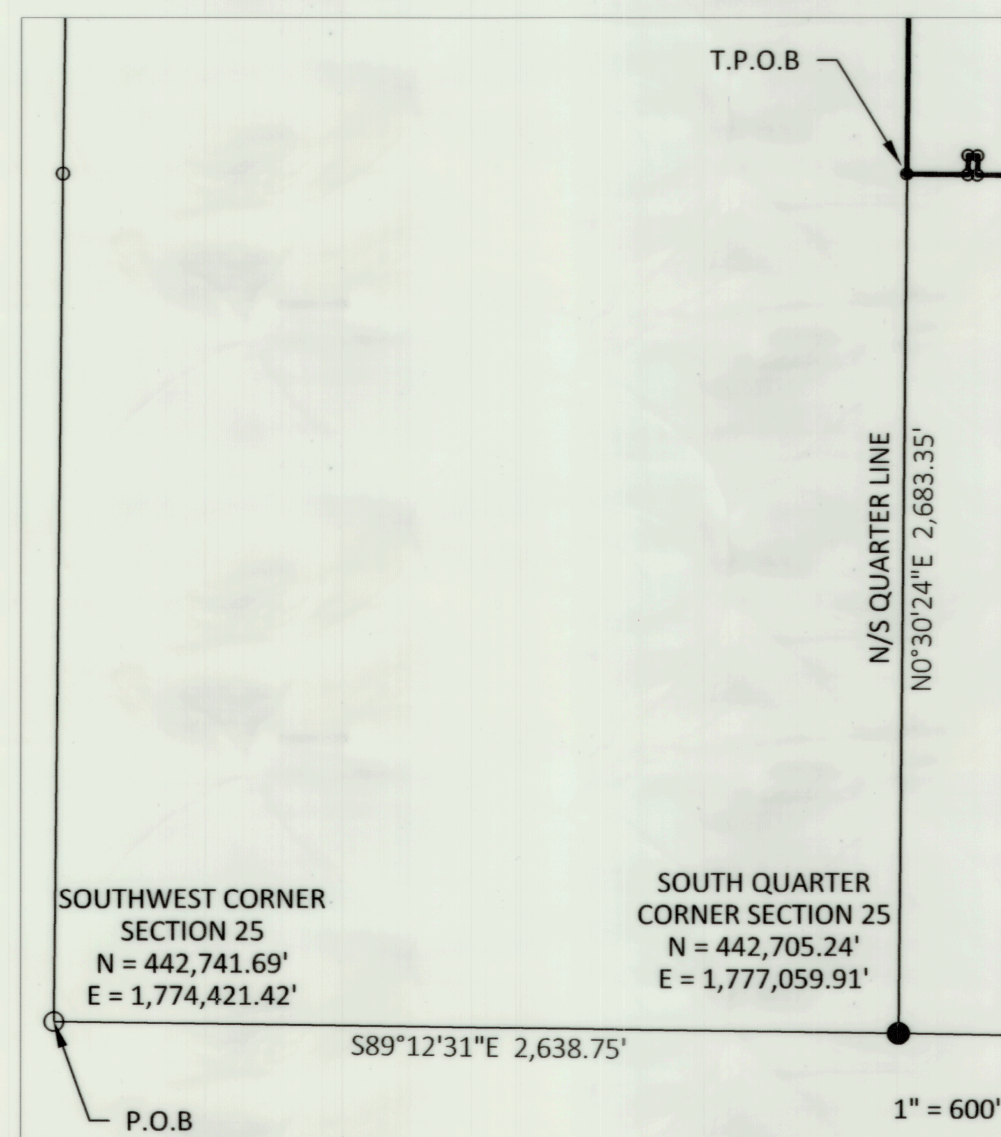
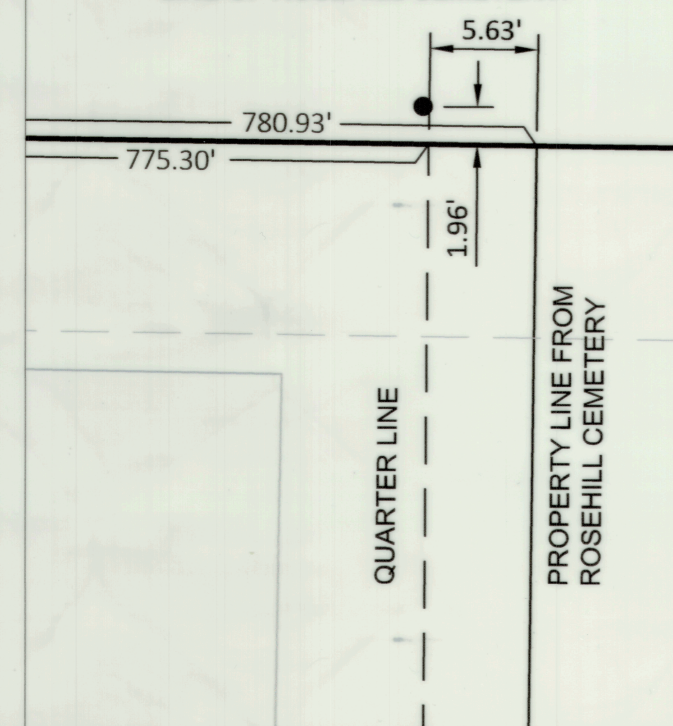
IRON MONUMENT FOUND
5/8" X 24" REBAR W/ 1 1/2" ALUM. CAP
MEASURED BEARING S00°39'24"W
MEASURED DISTANCE 315.16'

Ingress/Egress Line Table

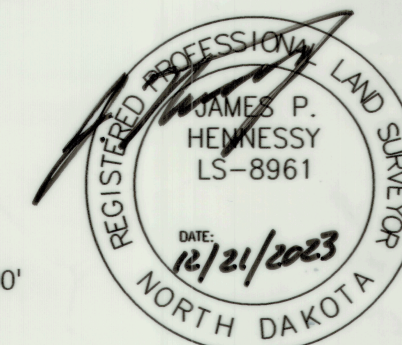
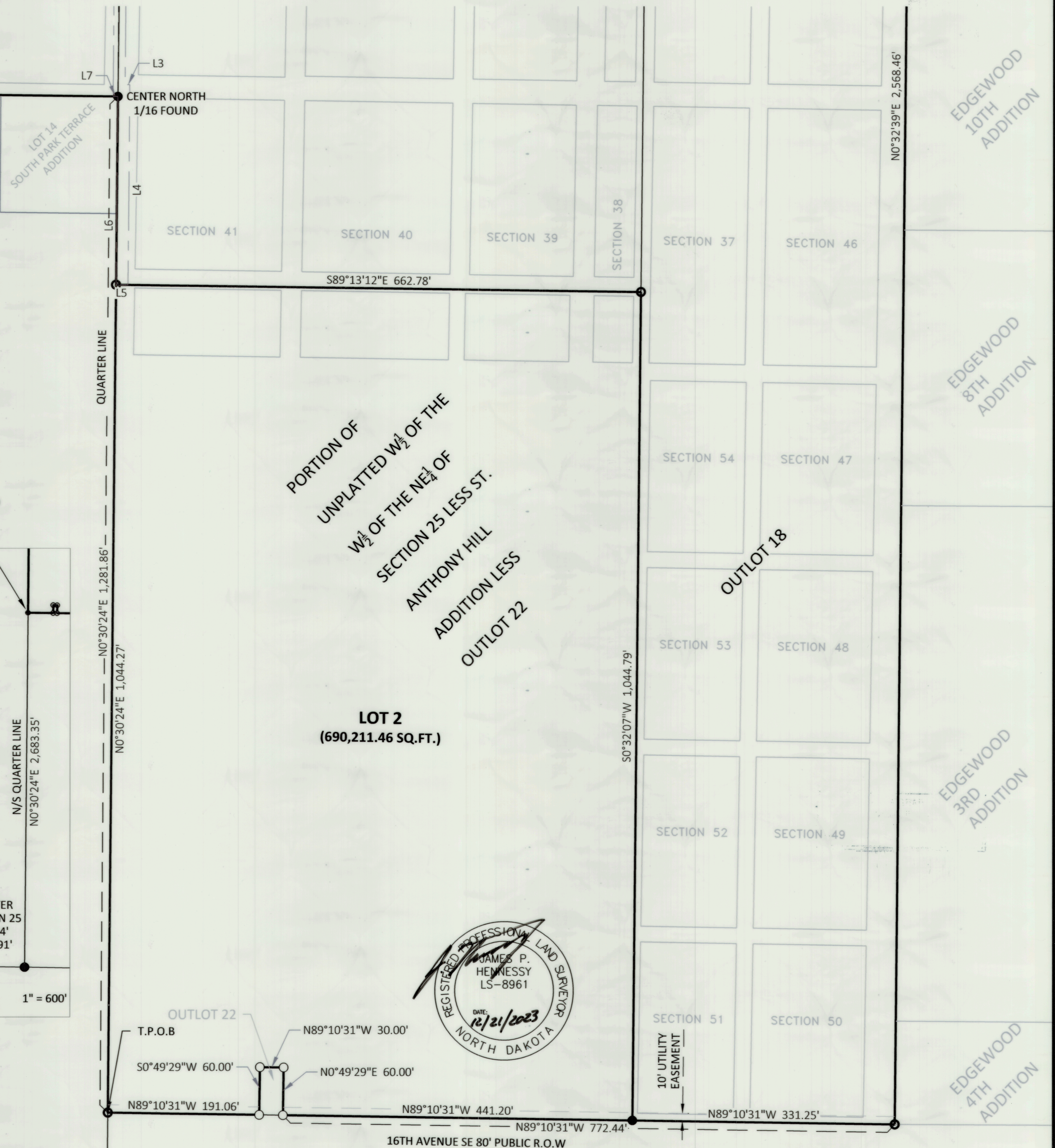
Line #	Length	Direction
L1	15.00	S89°10'19"E
L2	1272.00	S00°26'12"W
L3	6.01	S89°33'48"E
L4	252.69	S00°30'24"W
L5	15.00	N89°13'12"W
L6	237.59	N00°30'24"E
L7	5.99	N89°14'42"W
L8	1287.08	N00°26'12"E

50 0 50 100
Scale Feet

GLO BRASS CAP FOUND. HELD EAST-WEST FOR QUARTER LINE. DID NOT HOLD NORTH-SOUTH FOR NORTH BOUNDARY LINE OF ROSEHILL CEMETERY.



Sheet 2 of 3
Project No. 6027-0089



ROSEHILL CEMETERY FOURTH ADDITION

BEING A REPLAT OF OUTLOT 18, ROSEHILL CEMETERY, ST. LEO'S CEMETERY, AND ST. ANTHONY HILL ADDITION. LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 25, TOWNSHIP 155 NORTH RANGE 83 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF MINOT, COUNTY OF WARD, STATE OF NORTH DAKOTA

Ingress/Egress Easement:

Beginning (P.O.B.) at the Southwest corner of Section 25, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence along the South line of Said Section 25 S89°08'01"E, a distance of 1847.65 feet; Thence S00°32'02"W, a distance of 32.38 feet to the North Line of Rosehill Cemetery Fourth Addition to the City of Minot also being the ; Thence along said North line S89°10'19"E a distance of 767.86 feet to the **True Point of Beginning (T.P.O.B.)**; Thence continuing along said North Line (S89°10'19"E), a distance of 15.00 feet; Thence departing said North line S00°26'12"W, a distance of 1,272.00 feet; Thence S89°33'48"E, a distance of 6.01 feet; Thence S00°30'24"W, a distance of 252.69 feet; Thence N89°13'12"W, a distance of 15.00 feet; Thence N00°30'24"E, a distance of 237.59 feet; Thence N89°14'42"W a distance of 5.99 feet; Thence N00°26'12"E a distance of 1,287.08 to the **True Point of Beginning**.

Said easement contains 22,960.440 sqft. or 0.527 acres, more or less.

Owner's Certificate:

Know All Persons By These Presents: That the City of Minot, is the owner and proprietor of Outlot 18, Rosehill Cemetery, St. Leo's Cemetery, Unplatted lot located in the W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 25 Township 155 Range 83 less Outlot 22 and St. Anthony Hill Addition Lots 1-6 Block 1 to the City of Minot, Ward County, North Dakota, more particularly described as follows:

Beginning (P.O.B.) at the Southwest corner of Section 25, Township 155 North, Range 82 West of the Fifth Principal Meridian; Thence S89°12'31"E, along the South line of said Section 25, a distance of 2,638.75 feet to the South quarter corner of said Section 25; Thence N00°30'24"E, along the North-South quarter line of said Section 25 a distance of 2,683.35 feet to the Southwest corner of said unplatted lot, said corner also being the **True Point of Beginning (T.P.O.B.)**; Thence N00°30'24"E, along the West line of said unplatted lot a distance of 1,281.86 feet to the Southeast corner of said Rosehill Cemetery; Thence S89°14'54"W along the South line of said Rosehill Cemetery and St. Leo's Cemetery, a distance of 776.03 feet to the Southwest corner of said St. Leo's Cemetery; Thence N00°32'02"E along the West line of said St. Leo's Cemetery, a distance of 1,288.09 feet to the Northwest corner of said St. Leo's Cemetery; Thence S89°10'19"E along the North line of said St. Leo's Cemetery, Rosehill Cemetery, the North line of said St. Anthony Hill Addition, and said Unplatted lot, a distance of 1,438.96 feet to the Northwest corner of said Outlot 18; Thence S89°06'10"E along the the North line of said Outlot 18, a distance of 331.64 feet to the Northeast corner of said Outlot 18; Thence S00°32'39"W along the East line of said Outlot 18, a distance of 2,568.46 feet to the Southeast corner of said Outlot 18; Thence N89°10'31"W along the South line of said Outlot 18 and the South line of said Unplatted lot, a distance of 772.44 feet to the Southeast corner of said Outlot 22; Thence N00°49'29"E along the East line of said Outlot 22, a distance of 60.00 feet to the Northeast corner of said Outlot 22; Thence N89°10'31"W along the North line of said Outlot 22, a distance of 30.00 feet to the Northwest corner of said Outlot 22; Thence S00°49'29"W along the West line of said Outlot 22, a distance of 60.00 feet to the Southwest corner of said Outlot 22; Thence N89°10'31"W along the South line of said Unplatted lot, a distance of 191.06 feet to the Southwest corner of said Unplatted lot, also being the **True Point of Beginning (T.P.O.B.)**.

All located in the Northwest and Northeast quarters of Section 25, Township 155 North Range 82 West of the Fifth Principal Meridian, City of Minot, County of Ward, State of North Dakota.

Bearings are based on the South line of the Southwest quarter of Section 25 being S89°12'31"E between the Southwest corner of Section 25 and the South quarter corner of Section 25, both shown hereon.

Said tract of land contains 3,551,251.69 sqft. or 81.525 acres, more or less.

And that said party has caused the same to be surveyed and replatted as **Rosehill Cemetery Fourth Addition** to the City of Minot, Ward County, North Dakota.

In witness whereof I have set my hand and seal.

Owners:

Tom Ross, Mayor, City of Minot

State of _____)

_____) s.s.

County of _____)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Tom Ross, Mayor of the City of Minot, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged to me that they executed same as their free act and deed.

Notary public: _____

Surveyor's Certificate:

I, James P. Hennessy, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify on this 21st day of December, 2023 that the plat hereon is a true and correct representation of the survey thereof, that all distances are correctly shown on said plat in feet and decimals of a foot, and that the monuments for the guidance of future surveys have been placed in the ground as shown.

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

State of North Dakota)

_____) s.s.

County of Ward)

On this 21st day of December, 2023, before me, a notary public within and for said county and state, personally appeared James P. Hennessy, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed same as his free act and deed.

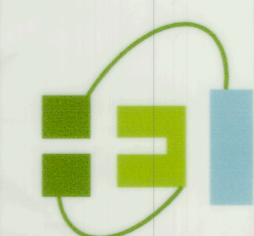
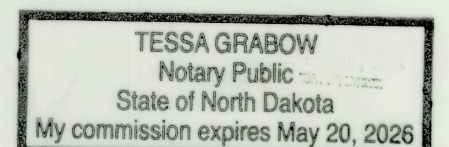
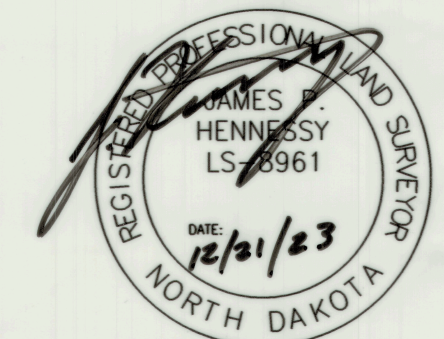
Notary public: Tessa Grabow

City Engineer's Approval:

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

Lance Meyer, City Engineer

Date



Houston Engineering Inc.

Phone: 701.852.7931

Sheet 3 of 3
Project No. 6027-0089



TO: Mayor
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: January 16, 2024

SUBJECT: APPROVAL OF THE 2023 INTEREST DISTRIBUTION

I. RECOMMENDED ACTION

- Recommend City Council approve the 2023 interest distribution.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director | 701-857-4784
Jenna Zelinski, Comptroller | 701-857-4703
Melody Shelkey, City Treasurer | 701-857-4771

III. DESCRIPTION

A. Background

The City collects interest on cash in various bank accounts. The interest amounts get receipted into the General Fund on a monthly basis. At the end of each quarter, an internal transfer takes place to allocate or distribute the interest income to all appropriate funds. This transfer is completed in accordance with the 2023 annual budget and is based on the average monthly cash balance in each respective fund. Historically, the interest distribution has been approved by the City Council on an annual basis.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

The Finance department has continued its efforts to maximize our interest revenues with the favorable rate environment. We continue to monitor rates and explore financing opportunities to maximize our return on cash and investments.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Annual interest income receipted into the General Fund was \$4,874,251 and a total of \$3,649,233 will be distributed to each respective fund and the remaining will reside in General Fund.

V. CITY COUNCIL ASPIRATIONS

The City Council aspiration achieved through this is dynamic & flourishing. As we continue to see returns on our investments, it will increase our budgeted revenue to offset the need to levy property taxes.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

The internal transfer must be completed for fiscal year end.

VIII. LIST OF ATTACHMENTS

A. 2023 Interest Distribution

2023 INTEREST DISTRIBUTION

To distribute interest to funds for the 2023 fiscal year, in accordance with the 2023 budget, and the average cash balances at the end of each month.

Fund	Average Monthly	Actuals to Distribute
100 GENERAL FUND	\$ 22,276,004.15	\$ 907,267.47
110 AIRPORT	7,801,695.99	317,751.11
<i>Airport CFC Revenue (AIRCFC)</i>	2,064,921.28	84,101.08
120 CEMETERY	494,181.94	20,127.27
125 PARKING AUTHORITY	410,062.15	16,701.20
130 SANITATION	7,026,362.34	286,172.96
140 WATER & SEWER	15,129,967.72	616,220.37
150 PARKING RAMPS	643,719.93	26,217.72
205 CITY BUS	936,800.54	38,154.45
210 LIBRARY	1,017,587.43	41,444.77
230 EMERGENCY FUND	1,404,328.67	57,196.15
250 SALES TAX PROP TAX RELIEF	708,111.58	28,840.30
251 SALES TAX ECONOMIC DEVELOPMENT	9,389,558.31	382,422.30
252 SALES TAX IMPROVEMENTS	4,047,960.48	164,867.22
253 SALES TAX FLOOD CONTROL	7,677,420.73	312,689.57
266 SALES TAX PROP TAX RELIEF	1,138,316.10	46,361.87
267 SALES TAX INFRASTRUCTURE	1,277,908.93	52,047.27
268 SALES TAX COMMUNITY FACILITIES	1,961,974.53	79,908.21
350 DEBT SERVICE	10,529,613.83	428,855.01
410 CAPITAL - HIGHWAY RESERVES	12,837,121.13	522,836.25
420 EQUIPMENT PURCHASE	1,573,005.97	64,066.12
430 FLOOD CONTROL CAPITAL	5,327,079.58	216,963.78
501 CENTRAL GARAGE	(70,989.77)	(2,891.30)
502 SELF FUNDED INSURANCE	4,074,056.03	165,930.05
TOTAL	<u>119,676,769.55</u>	<u>4,874,251.19</u>



TO: Mayor Thomas Ross
Members of the City Council

FROM: David Lakefield, City Finance Director

DATE: January 15, 2024

SUBJECT: Minot Air Force Base Water Rate Contract Amendment

I. RECOMMENDED ACTION

Recommend ratification of the Finance Director for signing the Minot Air Force Base (MAFB) water rate contract amendment. The amendment is pertaining to the water rates for the Air Force Base and was effective January 1, 2024.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, City Finance Director	857-4784
Melody Shelkey, City Treasurer	857-4771

III. DESCRIPTION

A. Background

The City of Minot supplies water to the Minot Air Force Base and negotiates the water rate annually.

IV. IMPACT:

A. Strategic Impact:

Authorization is needed so the amendment can be signed and the City can continue seamless operations with supplying water to MAFB.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

N/A

V. CITY COUNCIL ASPIRATIONS

The City Council aspiration achieved through this is Resilient and Prepared. This allows the City to continue operations without service interruptions.

VI. ALTERNATIVES

The City could elect not to sign the amendment which could potentially interrupt water services with the base and reduce water operating revenue.

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

- a. MAFB Contract Amendment F32604-70-D-0089

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES		
2. AMENDMENT/MODIFICATION NO. P00038		3. EFFECTIVE DATE 1 Jan 2024		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY 5 CONS/PKAS 165 Missile Avenue Minot AFB, ND 58705-5027 POC: Scott Stauffer (701) 723-7499		CODE FA4528		7. ADMINISTERED BY (If other than Item 6) Same as Block 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF MINOT WATER DEPARTMENT, OFFICE OF CITY AUDITOR 515 2ND AVENUE SW Minot, ND 58701				☒ 9A. AMENDMENT OF SOLICITATION NO. ☐ 9B. DATED (SEE ITEM 11) ☒ 10A. MODIFICATION OF CONTRACT/ORDER NO. F32604-70-D-0089 ☒ 10B. DATED (SEE ITEM 13) 1 Jan 61			
CODE 0B8N5		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Payments are made via Government Purchase Card on Master Account Code 59A022 & 59A028

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-8 Change in Rate/Terms & Conditions of Service for Unregulated Svs
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to incorporate rate changes effective 1 Jan 2024, which will remain in effect until superseded.

See Summary of Changes

15A. NAME AND TITLE OF SIGNER (Type or print) David Lakefield Digitally signed by David Lakefield DN: cn=David Lakefield, o=City of Minot, ou=Finance Department, email=david.lakefield@minotnd.org, c=US Date: 2024.01.05 15:42:19 -06'00'		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SCOTT L. STAUFFER, GS-12, DAF	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 1/5/2024	16B. UNITED STATES OF AMERICA STAUFFER, SCOTT L. 10333 Digitally signed by STAUFFER, SCOTT L. 1033323731 Date: 2024.01.05 08:48:22 -06'00'	16C. DATE SIGNED 1/8/2024

SUMMARY OF CHANGES

The purpose of this modification is to implement rate changes effective 1 January 2024, which will remain in effect until superseded. The water rate is changed from \$3.35 per 100 cubic feet to \$3.68 per 100 cubic feet, an overall increase of \$0.33.

(End of Page)



TO: Mayor Tom Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: January 3, 2024

SUBJECT: FIRE STATION 5 – FINAL PAYMENT (FD0024)

I. RECOMMENDED ACTION

Recommend council approve the retainage payment to Roers in the amount of \$12,000.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief 701-857-4740

III. DESCRIPTION

A. Background

The Fire Station 5 project began in 2017 with the purchase of land and RFQ for architectural design. Due to budget shortages this project was delayed until 2022. In February 2022 Roers Construction was awarded the construction contract. Construction of Fire Station 5 was completed in September of 2023.

B. Proposed Project

Roers Construction was responsible for the general construction contract and has completed all remaining items in the contract. Final payment of the contract is warranted.

C. Consultant Selection

EAPC was previously selected as part of an RFQ to provide construction engineering services for the project.

IV. IMPACT:

A. Strategic Impact:

The construction of Fire Station 5 allows the Minot Fire Department to provide a greater level of service to not only the residents of NW Minot but also the entire community. This ties into our city budget principle of meeting current regulatory and safety requirements. This station allows us to greater meet the NFPA 1710 standard for deployment of resources for career fire department. The Minot Fire Departments mission is to be Trained, Maintained and Ready and to be able to greater serve NW Minot will allow to be ready to better serve their needs.

B. Service/Delivery Impact:

The department strives to meet NFPA 1710 which strives to meet a response time of 5:20 90% of the time. This station provides the citizens in NW Minot a quicker level of response to their emergencies as well as an additional crew in the event of a large emergency to provide coverage to the rest of the community.

C. Fiscal Impact:

The construction of Fire Station 5 was completed within the total project budget.

V. CITY COUNCIL ASPIRATIONS

safe and welcoming; resilient and prepared

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

Immediate action required, per Article 5.2.2 of the Standard Form of Agreement Between Owner and Contractor "The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment."

VIII. LIST OF ATTACHMENTS

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2 Pages

OWNER: City of Minot
515 2nd Ave SW
Minot, ND 58701

PROJECT: Fire Station #5
2411 4th Ave NW
Minot, ND 58703

CONTRACTOR: Boers Construction JV
1260 West Villard St.
Dickinson, ND 58601

VIA ARCHITECT: EAPC
2080 36th Ave SW, Suite 210
Minot, ND 58701

APPLICATION NO: 18
PERIOD TO: 12/31/2023
PROJECT NOS: 22-802
CONTRACT DATE: 4/25/2022

Distribution to:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM.....	\$2,620,470.00
Net change by Change Order.....	\$68,848.92
CONTRACT SUM TO DATE (Line 1 + 2).....	\$2,689,318.92
TOTAL COMPLETED & STORED TO DATE Column G on G703.....	\$2,689,318.92

RETAINAGE:

- a. 10% of completed work
(Columns D+E on G703)
- b. 10% of Stored Material
(Column F on G703)

Retainage over Cap

Retainage (Line 5a + 5b or Total in Column I of G703).....	\$0.00
TOTAL EARNED LESS RETAINAGE.....	\$2,689,318.92
LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$2,677,318.92
CURRENT PAYMENT DUE.....	\$12,000.00

BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

ANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
all changes approved in previous months by Owner	\$71,028.13	(\$2,179.21)
all approved this Month	\$71,028.13	(\$2,179.21)
TOTALS	\$68,848.92	

The undersigned Contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amount have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature] By: [Signature] Date: 12-25-2023

State of: North Dakota
County of: Stark
Subscribed and sworn to before me this 26th day of December

Notary Public: [Signature]

My Commission expires: August 5th, 2026

In accordance with the Contract Documents, based on 0% comprising this application, the Architect certifies to 0% Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 12000.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)
ARCHITECT: [Signature] Date: 1.2.24

By: [Signature] this Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

OWNER:

By: _____ Date: _____

IW R POKORNY
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES AUG 5, 2026

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Insubstitutions below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 18
APPLICATION DATE: 12/25/2023
PERIOD TO: 12/31/2023
PROJECT NO: 22-802

B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Stored	G Total Complete	H % Complete	I Balance to Finish	J Retainage 10% of contract
		Previous							
General Conditions	\$276,640.00	\$276,640.00		\$0.00	\$0.00	\$276,640.00	100.00%	\$ -	\$0.00
Concrete	\$265,861.00	\$265,861.00		\$0.00	\$0.00	\$265,861.00	100.00%	\$ -	\$0.00
Masonry	\$481,299.00	\$481,299.00		\$0.00	\$0.00	\$481,299.00	100.00%	\$ -	\$0.00
Steel	\$243,520.00	\$243,520.00		\$0.00	\$0.00	\$243,520.00	100.00%	\$ -	\$0.00
Metal Stud Framing	\$164,526.00	\$164,526.00		\$0.00	\$0.00	\$164,526.00	100.00%	\$ -	\$0.00
Woods and Plastics	\$92,634.00	\$92,634.00		\$0.00	\$0.00	\$92,634.00	100.00%	\$ -	\$0.00
Thermal & Moisture Protection	\$107,394.00	\$107,394.00		\$0.00	\$0.00	\$107,394.00	100.00%	\$ -	\$0.00
Doors & Windows	\$153,189.00	\$153,189.00		\$0.00	\$0.00	\$153,189.00	100.00%	\$ -	\$12,000.00
Gypsum Assemblies	\$71,128.00	\$71,128.00		\$0.00	\$0.00	\$71,128.00	100.00%	\$ -	\$0.00
Interior Finishes	\$177,845.00	\$177,845.00		\$0.00	\$0.00	\$177,845.00	100.00%	\$ -	\$0.00
Specialties	\$47,191.00	\$47,191.00		\$0.00	\$0.00	\$47,191.00	100.00%	\$ -	\$0.00
Equipment	\$17,024.00	\$17,024.00		\$0.00	\$0.00	\$17,024.00	100.00%	\$ -	\$0.00
Furnishings	\$7,183.00	\$7,183.00		\$0.00	\$0.00	\$7,183.00	100.00%	\$ -	\$0.00
Asphalt Paving	\$44,270.00	\$44,270.00		\$0.00	\$0.00	\$44,270.00	100.00%	\$ -	\$0.00
Concrete Paving	\$87,112.00	\$87,112.00		\$0.00	\$0.00	\$87,112.00	100.00%	\$ -	\$0.00
Landscaping	\$74,206.00	\$74,206.00		\$0.00	\$0.00	\$74,206.00	100.00%	\$ -	\$0.00
Earthwork & Site Utilities	\$309,448.00	\$309,448.00		\$0.00	\$0.00	\$309,448.00	100.00%	\$ -	\$0.00
CO#1 RFP-G01_Partition and Door Fire Rating	\$11,901.35	\$11,901.35		\$0.00	\$0.00	\$11,901.35	100.00%	\$ -	\$0.00
CO#3 Blocking at Roof Edge	\$11,777.48	\$11,777.48		\$0.00	\$0.00	\$11,777.48	100.00%	\$ -	\$0.00
CO#4 Concrete in Lieu of Asphalt Paving	\$38,403.00	\$38,403.00		\$0.00	\$0.00	\$38,403.00	100.00%	\$ -	\$0.00
CO#5 Fire Caulking	\$4,529.85	\$4,529.85		\$0.00	\$0.00	\$4,529.85	100.00%	\$ -	\$0.00
CO#6 Gypsum Truss Infill	\$1,208.30	\$1,208.30		\$0.00	\$0.00	\$1,208.30	100.00%	\$ -	\$0.00
CO#7 EPDM at Roof Cricket	\$1,272.60	\$1,272.60		\$0.00	\$0.00	\$1,272.60	100.00%	\$ -	\$0.00
CO#8 Water Bill Credit	(\$367.96)	(\$367.96)		\$0.00	\$0.00	(\$367.96)	100.00%	\$ -	\$0.00
CO#9 RFP-G03_Vapor Barrier Credit (Pending Execution)	(\$1,811.25)	(\$1,811.25)		\$0.00	\$0.00	(\$1,811.25)	100.00%	\$ -	\$0.00
CO#10 Retaining Wall Cap	\$1,935.55	\$1,935.55		\$0.00	\$0.00	\$1,935.55	100.00%	\$ -	\$0.00
Less retainage over cap									
Total	\$2,689,318.92	\$2,689,318.92		\$0.00	\$0.00	\$2,689,318.92	100.0%	\$ -	\$0.00

**EAPC**

Architecture

Engineering

Interior Design

Industrial Services

PUNCH LIST

Date Time	August 9, 2023	9:00AM
Project Name Job #	Fire Station #5	20195151
Inspection Areas	General Contractor, Architectural	
Owner	City of Minot Fire Department	
Inspectors	Gloria Larsgaard, Richard Larsgaard	

Below is a list of items identified in a walkthrough of the project that require correction by the contractor. This list is not to be construed as a complete tabulation of all items required for project completion and does not relieve the Contractor(s) of work included in the Contract Documents. The following are comments relative to the observation made on site. Initial in the box provided to indicate work has been completed. Return completed copy to inspector's office.

GENERAL NOTES

✓	DESCRIPTION
✓	Clean building interior and exterior
✓	Install window screens
✓	Install blinds

EXTERIOR

✓	DESCRIPTION
✓	Remove erosion control
✓	Clean up the staging area to the south, remove additional rock on south side of building
✓	Install flag pole
✓	Finish fascia detail at main entrance canopy, between high and low roof and on south side low roof.
	Flashing is missing from exterior window sill

Item discussed on site w/ EAPC - Okay to leave as is unless issues arise

INTERIOR

✓	DESCRIPTION
✓	12/22/23 Add shower doors at bathrooms
✓	Finish wood ceiling and ACT in general
✓	Replace ACT identified during the walk through

**PUNCH LIST** *continued*

✓		Paint touch ups identified during the walk through
✓		Caulk corners at turnout room
✓		Check and repair location where grout is missing along the walls.
✓		Install appliances in kitchen
✓		Install shroud at kitchen hood

Micah Jacobsen

Project Manager

Micah Jacobsen 12/28/2023

**AIA®****Document G706® – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*Fire Station #5
2611 4th Ave NW
Minot, ND 58701**ARCHITECT'S PROJECT NUMBER:**

20195151

CONTRACT FOR: General Construction**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**SURETY:** ☐**OTHER:** ☐**TO OWNER:** *(Name and address)*City of Minot
515 2nd Avenue SW
Minot, ND 58701**CONTRACT DATED:** March 02, 2022**STATE OF:** North Dakota**COUNTY OF:** Ward

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

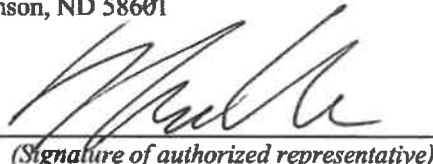
EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*Roers Construction Joint Venture LLC
1260 West Villard St
Dickinson, ND 58601**BY:**


(Signature of authorized representative)

Shane Roers, President
(Printed name and title)

Subscribed and sworn to before me on this date:

12-28-2023

Notary Public:

My Commission Expires: Oct. 8, 2025

MATTHEW THOMAS
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES OCT 8, 2025

**AIA**[®]**Document G706[®]A – 1994****Contractor's Affidavit of Release of Liens****PROJECT: (Name and address)**Fire Station #5
2611 4th Ave NW
Minot, ND 58701**TO OWNER: (Name and address)**City of Minot
515 2nd Avenue SW
Minot, ND 58701**ARCHITECT'S PROJECT NUMBER:**

20195151

CONTRACT FOR: General
Construction**CONTRACT DATED:** March 02, 2022**OWNER:** ☒**ARCHITECT:** ☒**CONTRACTOR:** ☒**SURETY:** ☐**OTHER:** ☐**STATE OF:** North Dakota**COUNTY OF:** Ward

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)Roers Construction Joint Venture LLC
1260 West Villard St
Dickinson, ND 58601**BY:**
(Signature of authorized representative)

Shane Roers, President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: 

My Commission Expires:

Oct. 8, 2025

MATTHEW THOMAS**NOTARY PUBLIC, STATE OF NORTH DAKOTA****MY COMMISSION EXPIRES OCT 8, 2025**

**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

Bond No. 41BCSIU7435

TO (OWNER)

(Name and address)

**City of Minot
PO BOX 5006 / 515 2nd Ave SW**

Minot, ND 58702

PROJECT:

(Name and address) **Fire Station No. 5
Minot, ND**

OWNER

ARCHITECT

CONTRACTOR

SURETY

OTHER

AIA DOCUMENT

ARCHITECT'S PROJECT NO:

Contract Date: 3/2/2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety)

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155-0001

on bond of

(here insert name and address of Contractor)

Roers Construction Joint Venture, LLC

200 45th St. S

Fargo, ND 58103

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

City of Minot

PO BOX 5006 / 515 2nd Ave SW

Minot, ND 58702

as set forth in the said Surety Company's bond.

SURETY,

CONTRACTOR,

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 7th day of December, 2023 (Insert in writing the month following by the numeric date and year)

Hartford Fire Insurance Company

Surety Company



Signature of Authorized Representative

Title

Rebecca J. Hecker, Attorney-in-Fact

Attest:

Seal

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC

Agency Code: 41-721584

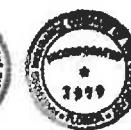
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Daniel Armbrust, Thomas Dawson, Jill Graveline, Rebecca J. Hecker, Beth N. Johnston, Braeden P Nelson, Bridget Nitz of FARGO, North Dakota

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 12/07/2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



TO: Mayor Thomas Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: January 8, 2024

SUBJECT: WARD COUNTY MEMORANDUM OF UNDERSTANDING FOR CORONER SERVICES

I. RECOMMENDED ACTION

Recommend council to authorize the Fire and Police Chief to sign the MOU with Ward County for coroner services.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief	857-4740
John Klug, Police Chief	852-0111

III. DESCRIPTION

A. Background

The Minot Fire Department has been called on numerous times to assist the ambulance and coroner in removing a deceased patient. Some of these calls have required calling back additional personnel and the use of personal protective equipment that has been thrown away following due to contamination. The request for reimbursement for these additional expenses was posed through the liaison committee and the coroner's office resulting in this MOU to be drafted.

B. Proposed Project

This document defines roles, responsibilities and expectations as responding to a fatality requiring the need for the coroner. This document also clearly outlines the process for requesting reimbursement when providing assistance to the coroner that may require the use of disposable PPE and other equipment that today is not able to be reimbursed.

C. Consultant Selection

.

IV. IMPACT:

D. Strategic Impact:

This agreement doesn't change how police and fire currently respond to these types of request for services but will allow for the Minot Fire Department to request reimbursement for expendables that may be used during patient removal.

B. Service/Delivery Impact:

No change to service or delivery of this type of assistance.

C. Fiscal Impact:

V. CITY COUNCIL ASPIRATIONS

The Council aspiration met would be resilient and prepared.

VI. ALTERNATIVES

The Council could deny the request.

VII. TIME CONSTRAINTS

VIII. LIST OF ATTACHMENTS

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

1. This memorandum of understanding is made between the Ward County Coroner, Trinity Health, Ward County Sheriff's Department, Minot Police Department, Minot Fire Department, Ward County Commission, Thompson Larson Funeral Home, Thomas Family Funeral Home. This memorandum establishes procedures for dealing with coroner cases within Ward County North Dakota.
2. It establishes that Trinity morgue located inside of Trinity Hospital, be so designated as the morgue for use in Ward County Coroner cases. Use of Trinity's morgue shall be in accordance with Trinity's present policies or any subsequently adopted Trinity policy.
3. Trinity Health and Ward County Funeral Homes do not have to accept environmentally unsafe bodies for storage or autopsy.
4. The county morgue building located at 900 13th St SE Minot, North Dakota would be used for storage of all badly decomposed and environmentally unsafe bodies until such time as they are transported to the State Medical Examiner's Office in Bismarck, North Dakota.
5. Ward County Coroner cases needing transport to the state medical examiner's office would be accomplished by using an ambulance, local funeral homes, or local law enforcement. Bills for the transport of bodies shall be submitted to the County Coroner for approval. Law enforcement will consult with funeral directors and/or the coroner for proper transportation to the state medical examiner's office. Once the autopsy is complete the applicable funeral home will be responsible for the return and the final disposition of the body.
6. This MOU shall be effective as of the date each signatory signs his signature to the agreement. This MOU shall also terminate at the end of each Ward County Coroner's term.

Ward County Coroner

Date

Ward County Sheriff

Date

Minot Police Chief

Date

Minot Fire Chief

Date

Chairman
Ward County Commission

Date

Thomas Family Funeral Home

Date

Thompson-Larson Funeral Home

Date

President, Trinity Health

Date



TO: Mayor Tom Ross
Members of the City Council

FROM: Lance Meyer

DATE: January 16, 2024

SUBJECT: WARD COUNTY HAZARD MITIGATION PLAN ANNUAL PROGRESS REPORT

I. RECOMMENDED ACTION

Recommend the Council receive and file the Hazard Mitigation Plan Annual Progress Report

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4100
Emily Huettl, Assistant City Engineer	(701) 857-4100

III. DESCRIPTION

A. Background

In 2013, the Ward County, ND Hazard Mitigation Plan (the Plan) was prepared by 12 local jurisdictions incorporated into Ward County. The Plan is organized to parallel the structure provided in the IFR, and to reflect the changes in the review process that were implemented in October 2012, with the enactment of the *Local Mitigation Plan Review Guide*. For the ease of review and use, the 2013 Plan was significantly reformatted from the 2008 Plan. In 2018 and 2023, the Ward County, ND Hazard Mitigation Plan (the Plan) was updated.

On January 2, 2024 the Plan was formally adopted by the Minot City Council. Documentation of this adoption is provided in the original Plan. Original copies of the Plan, as well as updates, are available on the Ward County Emergency Management web page for public use. City of Minot employees in the Engineering, Planning, and Public Works Departments also have access to the Plan through an internal server dedicated to City projects.

As a participating jurisdiction in Ward County, the City of Minot has prepared this evaluation for use by the Ward County Emergency Management Director (EMD), who is primarily responsible for monitoring the Plan. The EMD may use this document in preparing the County-wide annual evaluation report.

In 2016, the City began participating in the Community Rating System (CRS) program. Currently, the City has achieved a Class 6 status, which provides a 20% reduction to flood insurance policy rates on qualifying policies.

B. Proposed Project

To maintain the effectiveness of the Plan, a yearly evaluation report is used as a method of monitoring the Plan. The report is attached to this memo and lists the mitigation goals, action items, and current status.

- C. Consultant Selection
N/A

IV. IMPACT:

- A. Strategic Impact:
The CRS program is of critical importance to the City and must be fully staffed and supported by Council. The insurance discounts offered to citizens due to the City's participation will pay for the program multiple times over. Additionally, continuation and maintenance of the CRS program will be critical to lessen the impacts of mandatory flood insurance requirements on property owners affected when updated Flood Insurance Rate Maps are adopted in the future.
- B. Service/Delivery Impact:
N/A
- C. Fiscal Impact:
N/A

V. ALTERNATIVES
N/A

VI. CITY COUNCIL ASPIRATIONS
Monitoring and updating our Hazard Mitigation Plan make us more *resilient and prepared*.

VII. TIME CONSTRAINTS
Council must accept and file the plan at this council meeting to meet the February 1st deadline for CRS verification.

VIII. LIST OF ATTACHMENTS
A. City of Minot: Annual Hazard Mitigation Plan Progress Report

Appendix E: Monitoring Forms

Worksheet 7.1
 Mitigation Action Progress Report Form

Mitigation Action Progress Report Form

Progress Report Period	From Date: 1/1/2023	To Date: 12/31/2023
Action/Project Title	Minot Mitigation Action Items	
Responsible Agency	City of Minot Engineering Department	
Contact Name	Lance Meyer, City Engineer	
Contact Phone/Email	lance.meyer@minotnd.gov	
Project Status	☐ Project completed ☐ Project canceled ☒ Project on schedule ☐ Anticipated completion date: _____ ☐ Project delayed Explain _____	

Summary of Project Progress for this Report Period

1. What was accomplished for this project during this reporting period?
 See attached.
2. What obstacles, problems, or delays did the project encounter?
 See attached.
3. If uncompleted, is the project still relevant? Should the project be changed or revised?
 See attached.
4. Other comments

1. What was accomplished for this project during this reporting period?
 - a. Ongoing annual mitigation activities continued in 2023, including Items A-H, Q, Z, AA, AB, AF, AG, and BC.
 - b. Item AZ Flood Protection continues to make progress with design of MI-6 and MI-7 substantially completed.
 - c. Item BA Stormwater Projects continues to make progress with the design of Storm Sewer District 124 underway.
 - d. Item BB Property Acquisition continues to make progress.
2. What obstacles, problems, or delays did the project encounter?
 - a. Construction projects have encountered some delays because of funding challenges associated with increased project costs but things are still moving forward.
 - b. MI-4 Flood Protection continues to work towards a final design that is acceptable to all parties involved.
3. If uncompleted, is the project still relevant? Should the project be changed?
 - a. All items listed are still relevant.
4. Other comments

Table 4.12 – Minot Mitigation Action Items

ID	Priority	Action	Hazard	Cost	Timeframe
A	High	Increase disaster resiliency through public education and outreach activities	All Hazards	Staff time; \$500+	Ongoing
B	High	Continue to hold annual floodplain administration tabletop exercises	Flood	Staff time	Ongoing
C	Moderate	Continue collection and storage of vulnerable public asset and infrastructure data and develop mitigation actions to protect them	All Hazards	\$500+	Ongoing
D	Moderate	Continue to enforce floodplain management ordinance	Flood	Staff time	Ongoing
E	Moderate	Maintain membership in CRS and work towards decreasing rating and premiums for policyholders	Flood	Staff time	Ongoing
F	Moderate	Develop and maintain GIS data regarding recent annexations and/or recently constructed assets	All Hazards	Staff time	Ongoing
G	High	Continue to maintain emergency power generators for critical assets	Summer, Winter	Staff time	Ongoing
H	Moderate	Monitor stream gauges	Flood	Staff time	Ongoing
Q	Medium	Ensure the operability of communications systems before, during, and after hazard events	All Hazards	Staff Time	2023-2028
Z	Moderate	Adopt and/or administer new State Building Code with building permitting and inspections	Summer, Winter, Geologic	Staff Time	Ongoing
AA	Low	Encourage electrical power providers to bury electric power lines	Summer, Winter	Staff Time	Ongoing
AB	Moderate	Harden electrical components and systems for critical facilities	Space Weather	Varies	2025
AF	High	Continue response preparation and training with local fire districts	Wildfire, Urban, Transport, HazMat	Staff time	Ongoing
AG	Moderate	Develop open communication practices between all potential responders to improve readiness	All Hazards	Staff time	Ongoing
AZ	High	Complete 6 additional flood protection projects	Flood	\$259M+	2023-2026
BA	High	Complete 3 additional stormwater and drainage management projects; and update stormwater master plan	Flood	\$23.1M+	2023-2028
BB	High	Continue acquisition of properties necessary for construction of flood protection	Flood	Unknown \$M's	2023-2028
BC	Low	Continue to maintain interior drainage systems, including CCTV of all storm sewer pipes through the line of protection	Flood	Staff time; unknown cost	Ongoing



TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: January 16, 2024

SUBJECT: 2024 USGS MONITORING AGREEMENT (4578.3)

I. RECOMMENDED ACTION

1. Recommend approval of standard joint funding agreement with the USGS for operation of two (2) water quality gauges on the Souris River.
2. Recommend authorizing the Mayor and Public Works Director to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 701-857-4140

III. DESCRIPTION

A. Background

The City of Minot has been involved with funding two water monitoring sites on the Souris River. One of the sites is upstream of the City of Minot and the second one downstream of the City of Minot.

This contract with the USGS has been in place for a number of years. Due to cost cutting efforts on the federal level some years ago, the USGS began to request in-kind monies to continue the monitoring. The contract for 2024 is increased by \$1,140 to \$22,120. Funding is budgeted in our water plant treatment budget to cover this cost.

B. Proposed Project

Funding is for the operation and maintenance of the water quality monitoring on the Souris River and stream gauges.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

This provides monitoring of the river levels upstream and downstream of Minot as well as water quality testing.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Project Costs

2024 Monitoring Agreement \$22,120

Project Funding

Funding for this agreement is budgeted in the 2024 Water Treatment Plant budget in the amount of \$40,000

V. CITY COUNCIL ASPIRATIONS

This item achieves the aspiration of Resilient and Prepared.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

A. *USGS Monitoring Agreement*



United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Dakota Water Science Center

ND Programs Office
821 E. Interstate Avenue
Bismarck, ND 58503

SD Programs Office
1608 Mountain View Road
Rapid City, SD 57702

December 12, 2023

Mr. Jason Sorenson
Utilities Director
City of Minot
PO Box 5006
Minot, North Dakota 58702-5006

Dear Mr. Sorenson:

Attached is our standard joint-funding agreement (24NTJFA0045) for the Dakota Water Science Center Water Resources Investigations project, collection of water quality samples at the Souris River above Minot and the Souris River near Verendrye, during the period January 1, 2024 through December 31, 2024 in the amount of \$22,120 from your agency. U.S. Geological Survey contributions for this agreement are \$15,400 for a combined total of \$37,520. Please sign and return one fully-executed original to Misty Daniels at gs-w-dsc_agreements@usgs.gov and retain a copy for your records.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **January 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Steven Fuller by phone number (605) 394-3223 or email smfuller@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Misty Daniels at phone number (605) 394-3246 or email at mdaniels@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ERIC
VOLKMAN

Eric T. Volkman
Director

Digitally signed by ERIC
VOLKMAN
Date: 2023.12.18
06:24:42 -07'00'

Attached
24NTJFA0045 (2)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000000207
Agreement #: 24NTJFA0045
Project #: NT00GT1, 0300, X7
TIN #: 45-6002126**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the January 1, 2024, by the U.S. GEOLOGICAL SURVEY, Dakota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Minot party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, investigations project for collection of water quality samples at the Souris River above Minot and the Souris River near Verendrye, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00.

- (a) \$15,400 by the party of the first part during the period
January 1, 2024 to December 31, 2024
- (b) \$22,120 by the party of the second part during the period
January 1, 2024 to December 31, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00.

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000000207
Agreement #: 24NTJFA0045
Project #: NT00GT1, 0300, X7
TIN #: 45-6002126

Water Resource Investigations

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Steven Fuller
Supervisory Hydrologist
Address: 1608 Mountain View Road
Rapid City, SD 57702
Telephone: (605) 394-3223
Fax: (605) 355-4523
Email: smfuller@usgs.gov

Customer Technical Point of Contact

Name: Jason Sorenson
Utilities Director
Address: PO Box 5006
Minot, North Dakota 58702-5006 (701)
Telephone: (701) 857-4768
Fax: (701) 857-4130
Email: jason.sorenson@minotnd.org

USGS Billing Point of Contact

Name: Misty Daniels
Budget Analyst
Address: 1608 Mountain View Rd
Rapid City, SD 57702
Telephone: (605) 394-3246
Fax: (605) 355-4523
Email: mdaniels@usgs.gov

Customer Billing Point of Contact

Name: Jason Sorenson
Utilities Director
Address: PO Box 5006
Minot, North Dakota 58702-5006
Telephone: (701) 857-4768
Fax: (701) 857-4130
Email: jason.sorenson@minotnd.org

U.S. Geological Survey
United States
Department of Interior

City of Minot

Signature

ERIC
By VOLKMAN
Name: Eric T. Volkman
Title: Director
Date: 12/12/2023

Digitally signed by
ERIC VOLKMAN
Date: 2023.12.18
06:25:18 -0700'

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

City of Minot
Attachment for 24NTJFA0045
2024-01-01 to 2024-12-31

WATER QUALITY

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
05117500	SOURIS RIVER ABOVE MINOT, ND			
	Water Quality, Measurement	\$7,700	\$11,060	\$18,760
05120000	SOURIS RIVER NR VERENDRYE, ND			
	Water Quality, Measurement	\$7,700	\$11,060	\$18,760
		Total: \$15,400 \$22,120 \$37,520		
		GRAND TOTAL: \$37,520		



TO: Mayor Tom Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: January 16, 2024

SUBJECT: NEW LANDFILL ENTRANCE – FINAL PAYMENT (4580)

I. RECOMMENDED ACTION

1. Recommend council approve the final payment amount of \$9,556.85 to Farden Construction, Inc. for the New Landfill Entrance project.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director 701-857-4768

III. DESCRIPTION

A. Background

During landfill expansion discussions, a common comment was truck traffic in the neighborhoods near the landfill. In response to those concerns the City designed a new entrance and in November of 2021 awarded a project to Farden Construction, Inc.

B. Proposed Project

This project consisted of constructing a new entrance approach off County Rd 14, building an interior road to connect to the existing landfill and a watermain extension to provide water to the new scale house and recycling transfer facility. Farden Construction has completed all remaining contract items and final payment is warranted.

C. Consultant Selection

CPS was selected as part of a competitive RFQ process and there is currently an existing master service agreement in place.

IV. IMPACT:

A. Strategic Impact:

This new entrance and roadway allow the landfill to continue normal business without creating heavy truck traffic in a residential neighborhood.

B. Service/Delivery Impact:

The new entrance functions very well and has reduced or eliminated the truck traffic that used to run through a residential area.

C. Fiscal Impact:

Project Costs

Total Construction Cost	\$955,685.15
-------------------------	--------------

Project Funding

Funding for this project came from sales tax cash reserves and sanitation cash reserves that were budgeted in 2022.

V. CITY COUNCIL ASPIRATIONS

This project achieved the council's aspiration of Resilient and Prepared

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

A. *New Entrance Final Pay App*

Contractor's Application for Payment No. 4-Final

Application Period: 07/01/22-12/31/22		Application Date: 10/2/2023
To (Owner): City of Minot, ND	From (Contractor): Farden Construction, Inc.	Via (Engineer): CPS, Ltd.
Project: Minot Landfill Entrance Improvements, Interior Road and Watermain	Contract: Construction of Minot Landfill Entrance Improvements, Interior Road and Watermain	
Owner's Contract No.: 4580	Contractor's Project No.:	Engineer's Project No.: 20308R

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 955,685.15
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ 0.00
1	\$116,893.85	\$116,893.85	3. Current Contract Price (Line 1 ± 2).....	\$ 955,685.15
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 932,696.85
			5. RETAINAGE:	
			a. X \$955,685.15 Contract Amount	\$
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 932,696.85
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 923,140.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ 9,556.85
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS	\$116,893.85	\$116,893.85		
NET CHANGE BY CHANGE ORDERS	\$0.00			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 10/2/2023

Payment of: \$ 9,556.85
(Line 8 or other - attach explanation of the other amount)

is recommended by: Muler Shunkar 01/09/2024
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Construction of Minot Landfill Entrance Improvements, Interior Road and Watermain							Application Number: 4-Final				
Application Period: 07/01/22-12/31/22							Application Date: 10/2/2023				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
10 14 00 - 01	STOP SIGN	1	EA	\$600.00	\$600.00	1	\$600.00		\$600.00	100.0%	
31 10 00 - 02	SAWCUT	28	LF	\$15.00	\$420.00						
31 10 00 - 03	REMOVE BITUMINOUS PAVEMENT	49	SY	\$10.00	\$490.00						
31 10 00 - 04	REMOVE AGGREGATE SURFACING	93	SY	\$4.00	\$372.00	93	\$372.00		\$372.00	100.0%	
31 23 16 - 01	REMOVE & REPLACE TOPSOIL	21531	CY	\$2.20	\$47,368.20	21531	\$47,368.20		\$47,368.20	100.0%	
31 23 16 - 02	COMMON EXCAVATION	30837	CY	\$4.80	\$148,017.60	30114	\$144,547.20		\$144,547.20	97.7%	
31 25 13 - 02	SILT FENCE	4371	LF	\$2.80	\$12,238.80						
31 25 13 - 03	FIBER ROLL	135	LF	\$3.00	\$405.00	75	\$225.00		\$225.00	55.6%	
31 25 13 - 04	ROCK RIPRAP GRADE II	58	CY	\$50.00	\$2,900.00	58	\$2,900.00		\$2,900.00	100.0%	
32 11 23 - 01	SALVAGE BASE COURSE	2490	CY	\$22.00	\$54,780.00	2690	\$59,180.00		\$59,180.00	108.0%	
32 11 23 - 02	AGGREGATE BASE COURSE CL 13	93	SY	\$20.00	\$1,860.00	93	\$1,860.00		\$1,860.00	100.0%	
32 11 23 - 03	AGGREGATE BASE COURSE CLASS 5	5261	CY	\$16.80	\$88,384.80	3507	\$58,917.60		\$58,917.60	66.7%	
32 11 23 - 04	GEOTEXTILE FABRIC TYPE R1	16625	SY	\$2.25	\$37,406.25						
32 11 23 - 05	GEOSYNTHETIC MATERIAL TYPE G	16625	SY	\$2.80	\$46,550.00						
32 12 16 - 01	BITUMINOUS PAVEMENT	49	SY	\$75.00	\$3,675.00	49	\$3,675.00		\$3,675.00	100.0%	
32 92 19 - 01	SEEDING	19	AC	\$2,100.00	\$39,900.00	19	\$39,900.00		\$39,900.00	100.0%	
33 11 16 - 01	CONNECT TO EXISTING WATERMAIN	1	EA	\$10,250.00	\$10,250.00	1	\$10,250.00		\$10,250.00	100.0%	
33 11 16 - 02	18" PVC C905 WATERMAIN	19	LF	\$305.00	\$5,795.00						
33 11 16 - 03	8" PVC C900 WATERMAIN	5454	LF	\$46.50	\$253,611.00	5471	\$254,401.50		\$254,401.50	100.3%	
33 11 16 - 04	BORE & PUSH 8" WATERMAIN	240	LF	\$90.00	\$21,600.00	240	\$21,600.00		\$21,600.00	100.0%	
33 11 16 - 05	6" PVC C900 WATERMAIN	83	LF	\$65.00	\$5,395.00	50	\$3,250.00		\$3,250.00	60.2%	
33 11 16 - 06	8" GATE VALVE & BOX	4	EA	\$2,750.00	\$11,000.00	4	\$11,000.00		\$11,000.00	100.0%	
33 11 16 - 07	6" GATE VALVE & BOX	5	EA	\$1,900.00	\$9,500.00	5	\$9,500.00		\$9,500.00	100.0%	
33 11 16 - 08	FITTINGS	2081	LB	\$6.50	\$13,526.50	2081	\$13,526.50		\$13,526.50	100.0%	
33 11 16 - 09	HYDRANT (9.0' BURY DEPTH)	4	EA	\$6,850.00	\$27,400.00	4	\$27,400.00		\$27,400.00	100.0%	
33 11 16 - 10	HYDRANT (9.5' BURY DEPTH)	1	EA	\$6,600.00	\$6,600.00	1	\$6,600.00		\$6,600.00	100.0%	
33 11 16 - 11	BOLLARD	9	EA	\$1,050.00	\$9,450.00	10	\$10,500.00		\$10,500.00	111.1%	
33 11 16 - 12	HYDRANT EXTENSION	1	EA	\$1,000.00	\$1,000.00						
33 11 16 - 13	INSULATION	448	BDFT	\$7.50	\$3,360.00						
33 42 12 - 01	24" RCP CLASS III	246	LF	\$205.00	\$50,430.00	246	\$50,430.00		\$50,430.00	100.0%	
33 42 12 - 02	24" RCP FLARED END SECTION	6	EA	\$1,050.00	\$6,300.00	6	\$6,300.00		\$6,300.00	100.0%	
33 42 12 - 03	SALVAGE AND REINSTALL CMP CULVERT	48	LF	\$75.00	\$3,600.00						
	Totals				\$924,185.15		\$784,303.00		\$784,303.00	84.9%	



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Grant Manager

DATE: 1/16/2024

SUBJECT: APPROVE THE EXTENSION TO THE SUBRECIPIENT AGREEMENT BETWEEN CITY OF MINOT AND THE MINOT HOUSING AUTHORITY

I. RECOMMENDED ACTION

Staff recommends the City Council approve the Fourth Amendment to the Subrecipient Agreement between the City of Minot and the Minot Housing Authority extending the period of performance to March 1, 2024, except for those activities required for closeout.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Grant Manager 701-857-1553

III. DESCRIPTION

A. Background

Minot Housing Authority is requesting an extension to allow for the renovations of the restrooms on the main floor as well as replacing the hallway ceiling tiles on the 15th floor to be completed.

IV. IMPACT:

A. Strategic Impact:

Quality, sustainable housing can be frequently vulnerable especially for low/moderate individuals after a disaster and some residents do not have the resources to recover from disasters. Investment in long term resilience has proven to be a smart investment for communities and is essential for sustainable growth.

B. Service/Delivery Impact:

This project is designed to impact the low/moderate individuals by providing updates, repairs and necessary changes to accommodate residents of Minot.

C. Fiscal Impact:

CDBG-NDR funds in the total of \$5,000,000 were allocated for this project.

V. CITY COUNCIL ASPIRATIONS

This project aligns with the City Council's aspiration of being Resilience and Prepared.

VI. ALTERNATIVES

N/A

VII. TIME CONSTRAINTS

N/A

VIII. LIST OF ATTACHMENTS

- A. *MHA Fourth Amendment 1-31-24*
- B. *MHA Extension agreement*

**FOURTH AMENDMENT TO
THE SUBRECIPIENT AGREEMENT BETWEEN CITY OF MINOT (GRANTEE) AND
THE MINOT HOUSING AUTHORITY (SUBRECIPIENT)
FOR THE NATIONAL DISASTER RESILIENCE PROGRAM**

THIS THIRD AMENDMENT to the Subrecipient Agreement between the City of Minot (Grantee) and the Minot Housing Authority (the Subrecipient) for National Disaster Resilience Program funding to improve the Milton Young Tower is made and entered into effective as of 31 day of December, 2023 (the "Amendment Effective Date"), by and between the Grantee and Subrecipient (each a "Party" and collectively "the Parties").

WHEREAS, the City and Subrecipient entered into a Subrecipient Agreement (the "Agreement") to use National Disaster Resilience Program funding to improve the Milton Young Tower on January 24, 2019; and

WHEREAS, the Parties amended the Agreement on December 20, 2021 to designate the Grantee's primary contract manager as the NDR Program Manager and to clarify the Period of Performance; and

WHEREAS, the Parties amended the Agreement on September 5, 2023 to extend the period of performance; and

WHEREAS, the Parties desire to further amend the Agreement to allow completion of renovations to the first-floor restrooms of Milton Young Towers and replace of ceiling tiles on the 15th floor; and

WHEREAS, the Parties amend the Agreement on December 31, 2023 and extend the period of performance to March 1, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

Paragraph F on Page 4 of the Agreement is hereby deleted and replaced in its entirety with the following:

F. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on the contract date of January 24, 2019 and shall be completed by March 1, 2024 except for those activities required or closeout.

Paragraph G on Page 5 of the Agreement is hereby deleted and replaced in its entirety with the following:

F. Performance Goals and Timelines

The Subrecipient shall complete the activities required under this agreement in accordance with the following timeframes and performance goals associated with each of the activities:

<u>Activity</u>	<u>Performance Goal</u>	<u>Timeframe for Completion of Performance Goal</u>
1. Convert all lighting for MYT to LED.	To reduce the number kWh by 15%.	June 30, 2023 - completed
2. Convert all plumbing hardware with reduced water flow.	To reduce the water consumption at MYT by 15%.	June 30, 2023 - completed
3. Community Education	Increase the number of community education seminars for the residents of MYT by 25%.	June 30, 2023 - ongoing
4. MYT - Resilience Improvements	To complete all construction activities on time and on budget.	March 1, 2024
5. Provide Health & Wellness Classes	To ensure 50% of the residents of MYT attend regularly scheduled Health & Wellness Classes.	June 30, 2023 - ongoing
6. Provide nutritional opportunities for the residents of MYT.	Increase community awareness and donations to MYT food pantry by 20%.	June 30, 2023 - ongoing

The Project Schedule located on Attachment C-1 of Exhibit C on Page 29 of the Agreement is hereby amended to extend the Month/Year to complete construction on the MYT building to March 1, 2024.

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement effective as of the Amendment Effective Date.

MINOT HOUSING AUTHORITY

Tom Alexander, EP

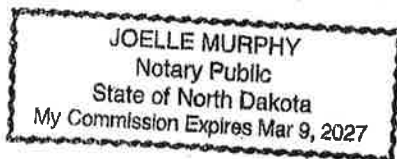
STATE OF NORTH DAKOTA)

COUNTY OF Ward)

) ss

On this 10 day of January, 20 24 before me personally appeared Tom Alexander, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)



Joelle Murphy
JOELLE MURPHY

Notary Public, Ward County,
North Dakota.

My Commission Expires: March 09, 27

CITY of MINOT

(Mayor)

STATE OF NORTH DAKOTA)

COUNTY OF _____)

) ss

On this _____ day of _____, 20 ____ before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

Notary Public, _____ County,
North Dakota.
My Commission Expires: _____



TO: Mayor Tom Ross
Members of the City Council

FROM: Captain Justin Sundheim

DATE: January 16, 2024

SUBJECT: LAW ENFORCEMENT RESILIENCY GRANT PROGRAM

I. RECOMMENDED ACTION

1. Recommend acceptance of law enforcement resiliency grant and approval of the proposed ordinance on the first reading. Authorize the Mayor, Finance Director, and project director to sign the grant award.

II. DEPARTMENT CONTACT PERSONS

John Klug, Chief of Police	857-9800
Justin Sundheim, Captain	857-4717

III. DESCRIPTION

A. Background

An ordinance amending the annual budget to increase the Police Department training, travel, and professional services budgets for the award of the North Dakota Law Enforcement Resiliency Grant. The Police Department was awarded \$13,750 for training/travel and \$35,000 for bi-annual wellness checks for a total of \$48,750.

B. Proposed Project

Travel and training funds will be used for multiple wellness/peer support members to attend the 2024 IACP National Officer and Safety Conference. Professional services funds will be used for department-wide wellness checks to be conducted bi-annually in 2024 by public safety clinical specialists.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

Wellness initiatives are among the priorities for supporting police department employees. Throughout 2023, wellness goals were refocused and established for the future. These two objectives within the project assist in moving those initiatives forward.

B. Service/Delivery Impact:

The grant will provide training and collaboration efforts on a national scale for wellness/peer support staff. Wellness checks will enable opportunities for employees to consult a

culturally competent clinician regarding their wellness. A healthy employee reduces risk during a high-stress environment as well as day-to-day service.

C. Fiscal Impact:

Resiliency grant payments are reimbursements to the fiscal authority. No matching funds are required.

Project Costs

ND Law Enforcement Resilience Grant Traffic Safety Grant

Travel	\$11,375
Training	\$2,375
Professional Services	\$35,000
	=====
Total	\$48,750

Project Funding

100200000-45800	Travel Costs
100200000-45900	Education and Training
100200000-43300	Professional Services

V. ALTERNATIVES

The council may decline acceptance of the grant and fund any wellness training and consultant request through other fiscal means.

VI. TIME CONSTRAINTS

- A. Grant must be accepted by January 26, 2024.**
- B. Funds must be expended by December 31, 2024.**

VII. LIST OF ATTACHMENTS

- A. Copy of the ordinance reflecting budget adjustment.
- B. Copy of Grant Award

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2024 ANNUAL BUDGET TO INCREASE THE
POLICE GRANT DEPARTMENT REVENUES AND EXPENDITURES FOR THE LAW
ENFORCEMENT RESILIENCY GRANT AWARD.**

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

- §1: An ordinance amending the 2024 annual budget to increase the Police Grant department revenues and expenditures for the Law Enforcement Resiliency Grant award:

10000000-33400	2024200008	\$48,750
10020000-45800	2024200008	11,375
10020000-45900	2024200008	2,375
10020000-43300	2024200008	35,000

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



Drew H. Wrigley
ATTORNEY GENERAL

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL
www.attorneygeneral.nd.gov
(701) 328-2210

January 4, 2024

Captain Justin Sundheim
Minot Police Department
515 2nd Ave SW, PO Box 5006
Minot, ND 58701

Dear Captain Sundheim,

Your agency has been awarded \$48,750 in Law Enforcement Resiliency grant funds for the calendar year 2024 to be used towards your agency's approved project.

To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Friday, January 26, 2024:

1. Grant Award and Acceptance
2. Budget Detail
3. Non-Supplanting Certification
4. Contact Information Document
5. Certified Conditions
6. A copy of your agencies most recent audit

**Be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Funds will not be reimbursed until these forms have been completed, signed, and returned to the Office of Attorney General at:

ND Office of Attorney General
Grants Management Division
Attention: Tayler Ann Faul
600 E. Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: tfaul@nd.gov

Please take note of the following information contained in the award documents:

- Your project period is January 1, 2024 - December 31, 2024.
- The total amount of the funds awarded have been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed, and any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.
- There is no match requirement for this grant.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5535.

Sincerely,

A handwritten signature in blue ink that reads "TaylerAnn Faul". The signature is written in a cursive, flowing style.

TaylerAnn Faul
Grants/Contracts Officer

TF/gb

cc: Fiscal Officer

Enclosures: Grant Award and Acceptance
Budget Detail
Non-Supplanting Certification
Contact Information Document
Certified Conditions

GRANT AWARD AND ACCEPTANCE – Law Enforcement Resiliency Grant

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

Subgrantee City of Minot	Grant Number RS25003
Implementing Agency Minot Police Department	Make Check Payable To
Authorized Official Tom Ross	Title Mayor
Project Director Justin Sundheim	Title Captain
Fiscal Officer David Lakefield	Title Finance Director
Project Period 1/1/2024 – 12/31/2024	

BUDGET SUMMARY

ITEM	BUDGET	SOURCE OF FUNDS	PERCENTAGE
Personnel Salary			
Personnel Fringe			
Supplies		Total	\$48,750 100%
Rent		SPECIAL CONDITIONS	
Communications			
Consultants/Contracts			
Equipment Rent/Lease			
Other Costs	\$35,000		
Travel/Training	\$13,750	FUNDING DETAIL	
Total	\$48,750		

A detailed list of funded items is attached. Requests for reimbursement will be approved based on this list.

The terms and conditions of this grant are outlined above and on the attached pages.

Date Awarded December 29, 2023	Signature of Attorney General or Designee <i>Sarah Couture</i>	Printed Name and Title Sarah Couture, Grants Supervisor
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ACCEPTANCE

The subgrantee and implementing agencies accept this grant and promise to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.		
Date Accepted	Signature of Authorized Official	Print Name and Title
Date Accepted	Signature of Project Director	Print Name and Title
Date Accepted	Signature of Fiscal Officer	Print Name and Title



BUDGET DETAIL
Law Enforcement Resiliency Grant
Office of Attorney General

Grant # RS25003

Recipient: City of Minot
Implementing Agency: Minot PD
Contact Name (P.D.): Justin Sundheim
Email (P.D.): justin.sundheim@minotnd.gov
Phone Number (P.D.): 701-857-4717

2024 Request Detail						2024 Approved Budget					
Personnel/OT & Fringe						Personnel/OT & Fringe					
Total Personnel/OT & Fringe Requested \$ -						Total Personnel/OT & Fringe Awarded \$ -					
Operating						Operating					
Item	Qty	Unit	\$/Unit	Total		Item	Qty	Unit	\$/Unit	Total	
Travel/Training						Travel/Training					
IACP Wellness Symposium	5	people	2,750.00	\$ 13,750.00	x	IACP Wellness Symposium	5.00	people	2,750.00	\$ 13,750.00	
Total Travel/Training						Total Travel/Training					
Other						Other					
Employee "Aware" Wellness	2	check ins	17,500.00	\$ 35,000.00	x	Employee "Aware" Wellness	2.00	check ins	17,500.00	\$ 35,000.00	
Total Other						Total Other					
Total Operating Requested \$ 48,750.00						Total Operating Awarded \$ 48,750.00					
Total Request \$ 48,750.00						Total Award \$ 48,750.00					

Signature	Date
Authorized Official	
Signature	Date
Project Director	
Signature	Date
Fiscal Officer	



Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title	Date Accepted
Signature of Project Director	Print Name and Title	Date Accepted
Signature of Fiscal Officer	Print Name and Title	Date Accepted



CONTACT INFORMATION
Law Enforcement Resiliency Grant
OFFICE OF ATTORNEY GENERAL

CONTACT INFORMATION

PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS

Subgrantee: Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
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Subgrantee Mailing Address	City, State, Zip
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Contact Name	Telephone	Email
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Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency

Mailing Address	City, State, Zip
-----------------	------------------

Project Director & Title	Telephone	Email
--------------------------	-----------	-------

Fiscal Officer: Responsible for grant budgets, submits requests for reimbursement (SFR's). (May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
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Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
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Mailing Address	City, State, Zip
-----------------	------------------



**CERTIFIED CONDITIONS
LAW ENFORCEMENT RESILIENCY GRANT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL (NDOAG)**

I. INTRODUCTION

Subgrantee

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian Tribes.

Implementing Agency

The implementing agency has direct responsibility for carrying out the activities of the grant.

Authorized Official

The authorized official must have the legal authority to commit the subgrantee to a contract or other agreement. Examples are the mayor, city auditor, county auditor, or director of a state agency. Overall responsibility for the administration of the project rests with this individual.

Project Director

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the North Dakota Office of Attorney General (NDOAG).

Fiscal Officer

The fiscal officer prepares and submits all financial reports as required by the NDOAG and has responsibility for the financial administration of the project.

II. PROJECT COMMENCEMENT

Project spending/committing of funds

This grant period is 12 months – January 1, 2024, to December 31, 2024.

Final reimbursement requests must be submitted to the NDOAG by **February 28, 2025**.

Failure to Commence Project

If a project will not commence operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

III. COOPERATION

Subgrantee and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

IV. THIRD-PARTY PARTICIPATION

No contract or agreement may be entered into by the subgrantee and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the NDOAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subgrantee and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

Subgrantee and implementing agency must obtain prior written authorization from the NDOAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application
- B. Changes in the project director or key professional personnel identified in the approved application
- C. Changes in the approved project budget as specified under financial conditions
- D. Grant extensions – no extensions will be allowed
- E. Any training programs being hosted by the subgrantee

VI. PROGRESS REPORTS

Purpose

Subgrantees must submit Progress Reports to the NDOAG. Progress Reports have the following purposes:

- A. To determine if the subgrantee operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for planning
- D. To help other agencies which might undertake a similar project; and
- E. To present information to the legislature.

Progress Report Requirements

- A. Data and narrative showing the progress on meeting the project's goals and objectives;
- B. Project activities linked to the specific objectives of the project period; and
- C. Problems encountered.

Due Dates

Subgrantees must submit quarterly Progress Reports. Reports are to be based on that period's activities. There will be a total of four reports due during the grant period. Progress Reports are due at the end of the month following the reporting period as follows:

<u>Quarter End Date</u>	<u>Report Due</u>
March 31	April 30, 2024
June 30	July 31, 2024
September 30	October 31, 2024
December 31	January 31, 2025

Failure to Submit the Progress Report

The NDOAG will not reimburse expenditures if any Progress Report is outstanding. Failure to submit the Progress Reports will result in the suspension of processing new or continuation projects. Reimbursement requests will not be processed until the Progress Report is received.

VII. FINANCIAL MANAGEMENT

Supplanting

Grant funds received cannot be used to supplant existing funds from program activities (personnel, operating and/or equipment) and do not replace those funds which have been appropriated for the same purpose.

Accounting Requirements and Procedures

Subgrantee and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all grant funds and required non-federal matching funds. All conditions, which apply to grant funds, apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of grant funds and matching funds under each grant awarded; and
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

Cash Match (if applicable)

The applicant assures that matching funds are non-federal dollars. All subgrantees must

maintain records, which clearly show the source, the amount, and the timing of all matching contributions.

Pre-Agreement Costs

The NDOAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed without prior approval.

Budget Deviation

All expenditures of the project must be in accordance with the detailed Budget Summary of the Grant Award and Acceptance. The NDOAG will not reimburse expenses, which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, **prior to the purchase**, to the NDOAG and will be considered on a case-by-case basis.

Unexpended Funds

Funds not expended for the specific purposes or conditions of the grant during the grant period will be considered turnback funds, and will not be reimbursable to the subgrantee.

Reimbursement

The NDOAG reimburses a portion of actual expenses (based on your award) on a monthly or quarterly basis. Reimbursements must be done either monthly or quarterly and followed through the same schedule the entire grant period. Tracking will be done to note late reimbursements. The Summary Financial Report and Expenditure Report must be used to report all grant expenditures. These forms, along with supporting documentation, should be submitted to the North Dakota Office of Attorney General (NDOAG) within 30 days following the end of the reporting period. All reimbursements are subject to additional questions from the grant staff and can be denied if enough documentation is not available.

Personnel and Overtime Expenditures:

Documentation required: Hourly rates, check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets shall be reviewed during audits).

Travel Related Costs: (meals, lodging, transportation, mileage, etc.)

Documentation required: Sufficient detail including destination, purpose of travel, dates, and supervisor approval. Travel expenses will be reimbursed at the local or state rates, when available. For out of state travel, GSA rates will prevail.

To receive reimbursement for meals you must document departure and arrival times and you must travel a minimum of four (4) hours, which cover the following time frames:

Breakfast – leave on or before 7:00 am

Lunch – 11:00 am – 1:00 pm

Dinner – 5:00 pm – 7:00 pm

Contracts, Leases, and Agreements:

Documentation required: Consultant and contractual services, leases, and agreements must be supported by bids and/or sole source documentation, copies of written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided.

Supplies, Equipment, All Other Costs:

Documentation required: Itemized invoices, bids and/or sole source documentation if required per state procurement guidelines

Audit Requirements

Subgrantees must provide a copy of audit reports to the NDOAG annually.

VIII. INSPECTION OF RECORDS

Retention of Records

Subgrantees must retain project files and financial records for three years following the completion of the grant project or date of last audit performed by our office, whichever is later.

Records Inspection

Subgrantee and implementing agency give the North Dakota Office of Attorney General or its representative's permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

Monitoring

Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

IX. PROCUREMENT

Guidelines

Subgrantees should follow their agencies rules and guidelines for procurement when acquiring needed commodities and/or services. It is recommended that documentation supporting the required procurement process be kept in the subgrantee's grant file.

If allowed, subgrantees may want to consider purchasing commodities and/or services available via ND State Bid Contracts. State contracted items can be reviewed on the State Procurement Website at: <https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.do> .

X. EQUIPMENT

Ownership of Equipment

Subgrantees and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subgrantee and implementing agency.

Disposition

When equipment is no longer needed for criminal justice purposes, the subgrantee must contact the NDOAG for disposition instructions.

XI. APPLICABLE LAWS AND REGULATIONS

The subgrantee and implementing agency shall abide by all state laws and regulations as may be applicable to the project and as stipulated in the conditions issued by the Office of Attorney General.



CERTIFIED CONDITIONS
LAW ENFORCEMENT RESILIENCY GRANT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL (NDOAG)

I certify that the project proposed in this application meets all the requirements of the Human Trafficking Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all state laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agree that the applicable conditions above will be followed.

Signature of Authorized Official

Date

Signature of Project Director

Date

Signature of Fiscal Officer

Date

Please make a copy for your records and return the original with the other required award and acceptance documents to ND Office of Attorney General.



TO: Mayor Tom Ross
Members of the City Council

FROM: Brian Billingsley, AICP, Community & Economic Development Director

DATE: January 10, 2024

SUBJECT: **APPROVE APPLICATION FI-11 (FAÇADE IMPROVEMENT PROGRAM) FOR JORDAN ROSS AND MEGAN ROSS LOCATED AT 23 2ND AVE. SE IN AN AMOUNT NOT TO EXCEED \$125,362.00.**

I. RECOMMENDED ACTION

1. The Renaissance Zone Review Board met on December 21, 2023 and voted to recommend approval of a forgivable loan application FI-11 for Jordan Ross and Megan Ross for a property located at 23 2nd Ave. SE in an amount not to exceed \$125,362.00, subject to conditions of the program.

II. DEPARTMENT CONTACT PERSONS

Brian Billingsley, Community & Economic Development Director – 857-4147

III. DESCRIPTION

1. Background
The applicants submitted an application for a Façade Improvement Program forgivable loan on December 11, 2023. The recommended amount is determined from the lowest of three bids obtained by the applicant. The property is on a corner lot and qualifies for a second facade.

The lowest bid for this project was submitted by Rolac Contracting, Inc. for \$152,362.00. Design work is also eligible for reimbursement and was done for \$14,750.00. The total cost for this project is \$167,150. The City will cover 75% of the total cost (\$125,362.00) and the applicant will be responsible for the remaining \$41,787.00, plus an overages.
2. Proposed Project
The renovations will restore the façade of the building to true-to-period condition by moving the front door up to the sidewalk fronting 2nd Ave. SE, removing inappropriate materials from the building, and replacing windows.

IV. IMPACT:

1. Strategic Impact:

The City of Minot approved a program committed to façade improvements in downtown Minot's Central Business District on July 6, 2021. This façade renovations will improve the appearance and viability of downtown as a place for retail businesses and cultural institutions to thrive and as a placemaking effort as a unique, regional attraction in North Central North Dakota.

2. Service/Delivery Impact:

The construction will be permitted and inspected by city departments. The program activity will be monitored by the economic development administrator. Sidewalk encroachments are regulated by the Engineering Department.

3. Fiscal Impact:

This program utilizes sales tax funds already budgeted for this purpose. These projects are expected to increase downtown property values and revenues over time.

V. ALTERNATIVES

1. The City Council can send the project back for review by the Renaissance Zone Review Board.
2. The City Council can reject the application if it decides the application sent to them does not significantly adhere to the program guidelines adopted by the city council.

VI. TIME CONSTRAINTS

None.

VII. CITY COUNCIL ASPIRATIONS

This proposal fulfills the following City Council aspirations:

1. Dynamic and Prosperous – Improving the appearances of building facades downtown will help to increase business redevelopment and occupancy.
2. Excellent and Connected – Improving the fabric of the downtown neighborhood, making it more livable and user friendly while increasing usage and local commerce.

VIII. LIST OF ATTACHMENTS

1. Application FI-11 and supporting materials such as renderings, bids, property information, photos of property, etc.
2. Contract



Office Address: 1025 31st St SE
Mailing Address: PO Box 5006
Minot, ND 58702
Email: jonathan.rosenthal@minotnd.org
(701) 420-4524

APPLICANT INFORMATION

Jordan & Megan Ross		402 5th Ave SW Surrey, ND 58785	
Building Owner	[REDACTED]	Address	[REDACTED]
Phone	[REDACTED]	Email	[REDACTED]
Applicant (if different)		Address	Primary Contact?
Phone		Email	
Is the applicant a subsidiary or direct/indirect affiliate of any other organization? Yes ☐ No ☒			

GENERAL INFORMATION

Building Address	23 2nd Ave SE	Property Zoning	C3/central business	
Year building was built and (approximate) dates of any exterior changes? 1946				
Is the property currently occupied? ☒ Yes ☐ No				
If no, what is the current use of the property?				
Please list each occupant of the facility in question (if applicable), together with a description of the business use, their percentage of occupancy of the facility to be financed, and include a copy of their lease.				
2D Ink tattoo shop 33% open ended				
Occupant 1 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
3D Relics - antique store	33%	open ended		
Occupant 2 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs
Apartment rentals	33%			
Occupant 3 Business Type	%Occupancy	Lease Term	Current Jobs	Proposed Jobs

ADDITIONAL PROPERTY OWNER INFORMATION: list all additional property owners below

Additional Property Owner 1	Address
Phone	% Ownership
Additional Property Owner 2	Address
Phone	% Ownership
Does any individual person or organization not listed above hold any interest in the property, directly or indirectly? Yes ☐ No ☐	

REQUIRED SUBMISSION MATERIALS

Letter from licensed roofing contractor, architect, or engineer of 10-year roof life (with Photos)

Proof of ownership and legal description
Submit clear 5 X 7 inch photo(s) or digital images (preferred) of the entire façade; including separate photos of any details to be repaired, removed, etc.
Submit/attach a copy of Minot Assessors Property Card
Submit copies of any historic photos or blueprints of the property (electronic preferred or 5 X 7 or larger)
Drawings of existing façade, if available. Walk through examination with the staff
Drawings of proposed façade changes. (Conceptual Drawings or Plans of Proposed Work)

PROVIDE DESCRIPTION OF THE ORIGINAL FAÇADE (Materials, width and height, windows, year, style, design)

The south elevation is brick and measures 50 ft wide. It has a main level entrance, and an entrance leading upstairs to four apartments. The main level entrance is recessed. There are two display windows on the main level, and five apartment windows on the upper level. There are two stucco installations covering glass block windows.

The east elevation is also brick, and measures 58ft. It has two display windows, and four apartment windows. There is an entrance leading downstairs to a business. There is one stucco installation covering an opening that was used as a loading dock previously.

PROVIDE DESCRIPTION OF RENOVATED FAÇADE (Materials, width and height, windows, year, design)

The renovated facade on the south elevation will include: New aluminum clad wood windows in the upper level, to fit original openings. The main level entrance will no longer be recessed, but flush with the rest of the facade. The main level entrance, windows, and the apartment entrance will have new aluminum storefront assembly. There will be an awning placed above the main entrance to match the rest of the existing awnings. Bricks will be patched, repaired, or replaced where needed.

The renovated facade on the east elevation will include: New aluminum clad wood windows in the upper level, to fit original openings. The twoL display windows, and door to the basement will have aluminum storefront assembly. There will be a display window next to the door to the basement, to be used as display for the business downstairs.

WORK TO BE PERFORMED (May submit on a separate sheet)	Estimated Cost
Design work	\$ 14,750
Removal of inappropriate materials and other demos	
Repair or Replacement of display windows with	
Repair or Replacement of 2 nd Floor and above façade windows (please talk to staff about this in advance)	
Installation of interior/exterior storm windows	
Repair or Replacement of doors with	
Cleaning of masonry (NO Sand or abrasive blasting)	
Repoint, Tuck Point Masonry	
Replacement of Masonry (if necessary)	
Repair or replacement of cornices or other decorative elements)	
Improvement of INTERIOR display windows (must include lighting, consider timer)	
Installation/repair of retractable or fixed awnings	
Building, planning, and encroachment fees (if required)	
Installation of sign lighting	
Installation of exterior lighting	
Repair of ornamental elements	
Other (list or attach)	low bid price \$152,400

Revision Date: 2/21/23

Contingency for demolition/hidden changes not to exceed 7%

Total Cost

\$167,150

AMOUNT AND SOURCE OF OTHER FUNDS INVOLVED IN PROJECT

Applicant Amount **\$41,787**

Bank Amount

Equity/Investors Amount

Other Amount

Expected City Contribution **\$125,362**

BID INFORMATION ON SEPARATE PAGES

DO NOT OBTAIN OR SUBMIT BID PAGES TO CITY STAFF WITHOUT A FINAL DESIGN APPROVED BY STAFF AND THE RENAISSANCE ZONE REVIEW BOARD

List of three contractors bids for complete bid (Attach bids or written requests for bids)

LOW	1	\$152,400	Rolac Contracting Inc.
MID	2	\$215,080	Craft Builders Inc.
HIGH	3		

PUBLIC INFORMATION DISCLOSURE

Written permission from the property owner to apply and perform work

(Name) _____

Attach written permission to this application (corporate authorization if needed)

I attest that the information that I provide herein is true, complete and accurate and that I am authorized to submit an application as, or on behalf of, the owner. I have read, I understand, and I agree to comply with all requirements of the Façade Improvement Program and the Design Standards.

mkross
Signed

12/8/23
Date

The applicant affirms that there are no taxes owed on the property or other properties in the City of Minot, and that there are no outstanding fees, judgments, or liens.

mkross
Signed

12/8/23
Date

The undersigned understands and agrees that all information furnished in connection with their application for the Façade Improvement Grant involves the use of public funds and as such may be made public pursuant to the statutes of the United States of America and the State of North Dakota

mkross
Applicant's Signature

12/8/23
Date

The undersigned attests that they have read and understood the Façade Program application, guidelines, policies, and all related materials and agrees that facing unknown structural and cosmetic repairs are inherent in the renovation process and that amendments for costs up to the maximum notwithstanding, that the applicant(s) will be responsible to complete work according to all guidelines and for overages that occur above that committed by contract to the project as estimated at the time of approval.

mkross
Applicant's Signature

12/8/23
Date

Before beginning work, the applicant will schedule an on-site meeting with the general contractor and the Economic Development Administrator or the city's representative.

mkross
Applicant's Signature

12/8/23
Date

Review/Approval by Renaissance Zone Review Committee	Yes	No	Date:
On-Site: ALL Floors	Date:		
Design Review	Date:		
On-Site: Upper Story Evaluation	Date:		

Date Nov 29th 2022

Jordan Ross (Landlord)
and

Wayne Weidman

Troy Alan Latta

Cody Grindberg (tenant (s))
agree as follows:

1. Property: landlord rents to tenant and tenant rents from landlord. The real property and improvements described as: 198 1st St. SE, Minot, ND 58701, main room with three bathrooms.

2. Term: the term shall be for 6 months, beginning Dec 1st 2022
Lease: shall terminate on July 1st 2023 at 11:59 pm
any holding over after the term of this agreement expires, with landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in (month-to-month) agreement.

Rent shall be at the rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

3. Month-to-month: this rental status continues as month-to-month tenancy in which either party may terminate tenancy by giving a written notice to the other party at least (30) days prior to the intended termination date.

4. Base rent: tenant agrees to pay base rent at the rate of \$500⁰⁰
(check only)
base rent is payable in advance on the 1st day of each calendar month. rent is considered late after the 5th business day after the 1st of the month if not paid in full.

5. Late rent: if rent is not paid in full prior to the end on the 5th business day a \$60 late fee will be added to the total rent due with an additional \$10 added per day rent is not paid in full.

6. Rent: the definition of rent shall mean all monetary obligations of tenant to landlord under the terms of this agreement.

7. \$500 Security deposit: tenant agrees to pay landlord a security deposit of \$500 and agrees to not hold broker responsible for this return. All or any portion of the security deposit may be used, as reasonably necessary to cure tenants default in payment of rent, late charges, non sufficient funds fees, or other sums due and repair damage. The security deposit may not be used by tenant in lieu of last months rent. After 30 days the landlord receives possession of described premises landlord shall return security deposit. No interest shall be paid on security deposit.

8. Rental use: tenant shall maintain safe and clean business space while maintaining supervision of premises while in use. Tenant shall use premises in accordance to minot noise, safety, and fire ordinance.

Tenant agrees to use premises for rental space and shall not use any toxic or hazardous substances (such as but not limited to spray paint, VOC varnish and epoxies, or open flames and smoking devices.)

Tenant shall hold renter insurance and is responsible for all contents in rental premises.

9. Termination of rental agreement and eviction: this right may used by landlord if tenant is in violation of rental agreement, conducting illegal activity on the rental premises, or if rents due have past 30 days of delinquency.

All businesses using this rental premises must sign this rental agreement lease. parties in agreement with rental agreemnt, hereby agree to uphold this contact.

(Landlord)

(Tentant)

(Tentant)

(Tentant)

State of ND County of Ward
The foregoing instrument was acknowledged before me
this 29 day of November, 2022
by Orlan Ross, Wayne Wedman, Tracy Latta, & Cody Grindberg

Vanessa Clark Notary Public

VANESSA CLARK
Notary Public
State of North Dakota
My Commission Expires
May 16, 2023

Parcel Number: MI24.238.070.0122
Deed Holder: ROSS, JORDAN & MEGAN
Property Address: 23 2ND AVE SE
MINOT, ND 58701-3906 [MAP THIS ADDRESS](#)
Mailing Address: 402 5TH AVE SW
SURREY, ND 58785-7150 USA
Zoning: C3/CENTRAL BUSINESS
Sec-Twp-Rng: 24238--
Lot-Block: 0122-070
Legal Description: ORIGINAL MINOT ADDITION EAST 50' OF LOTS 10, 11 & 12 BLOCK 7
Lot Dimensions: 50 X 75 BLK 10
Land Use: RENAISSANCE ZONE



Pin MI24.238.070.0122 Photo

1 / 1



Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$23,000	\$0	\$352,000	\$375,000

[Get Current Year Tax Estimate](#)

[Click here](#) to request information on pending or certified special assessments or call 701-857-4770.

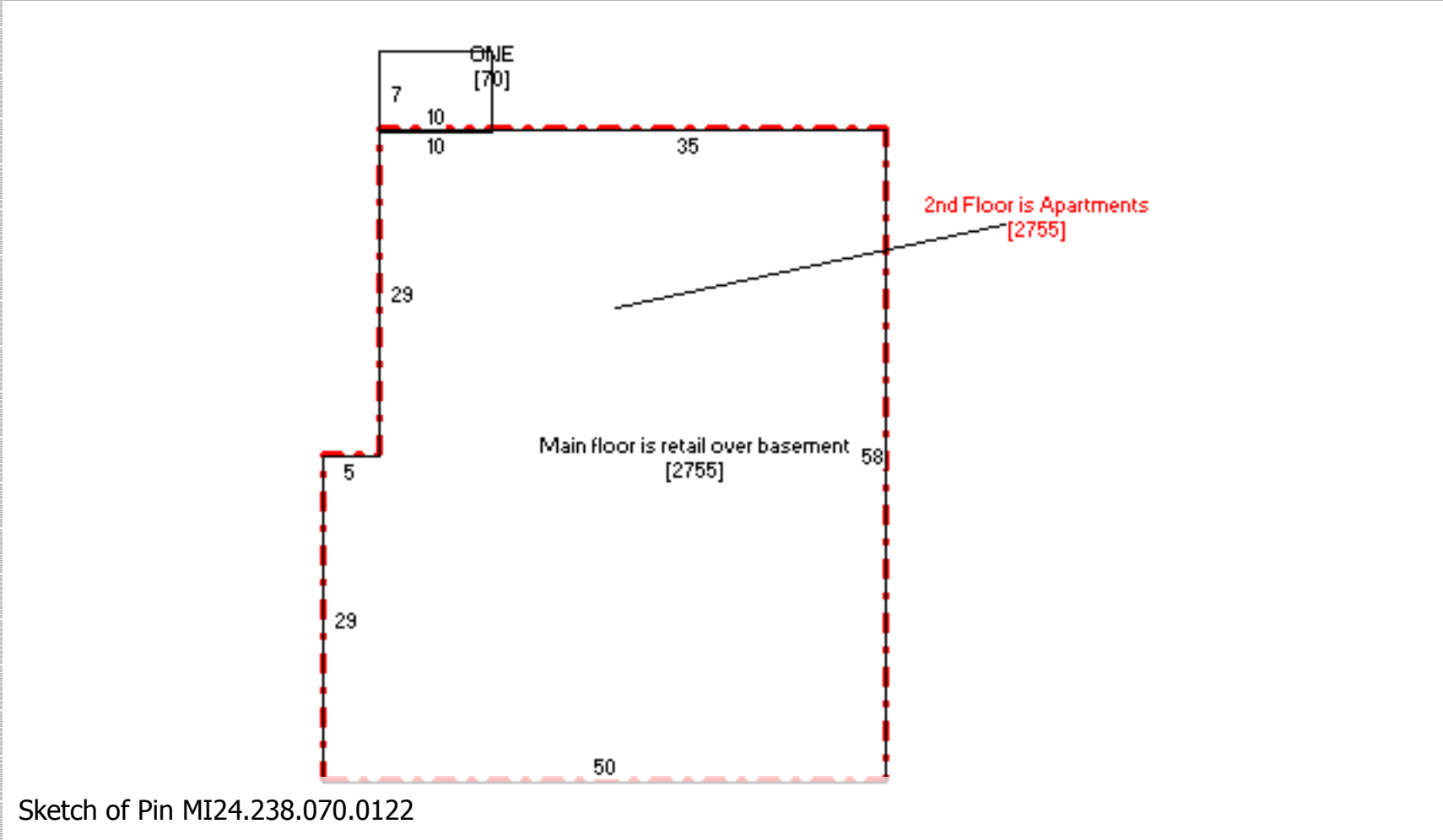
For all other questions, please contact us at assessor@minotnd.org or 701-857-4160

Land Information		
Lot Type	Square Feet	Acres
Sq. Ft x Rate	3,750	0.086

Commercial Building Information		
Occupancy	Year Built	Building Area
▼ Store - Retail Small	1946	2,755
▼ Store - Retail Small	1946	70
▼ Apartment	1946	2,755

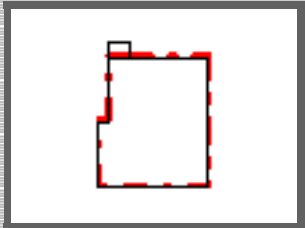
Sale Information		
Sale Date	Amount	Recording
▼ 11/15/2021	\$0	3059339
▼ 04/11/2011	\$225,000	2921958
▼ 12/21/2007	\$50,000	2876412
▼ 03/09/2001	\$0	2792698

Sketch	Back to top
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Sketch of Pin MI24.238.070.0122

1 / 1





REAL ESTATE APPRAISAL

Of Retail Building



23 2nd Avenue Southeast, Minot
Ward County, ND 58701

As of
March 7, 2011

Prepared For
Mr. Tom D. [unclear]

INDEX OF DRAWINGS	
NUMBER	NAME
GENERAL	
G100	COVER SHEET
G101	TITLE SHEET
ARCHITECTURAL	
A300	EXTERIOR ELEVATIONS DEMO
A301	EXTERIOR ELEVATIONS
A311	EXTERIOR DETAILS

2D INK

FACADE RESTORATION

MINOT, ND



11/15/2023 1:35:19 PM



7D
A300
UPPER WINDOW
NOT TO SCALE



6D
A300
AWNING RIGHT
NOT TO SCALE



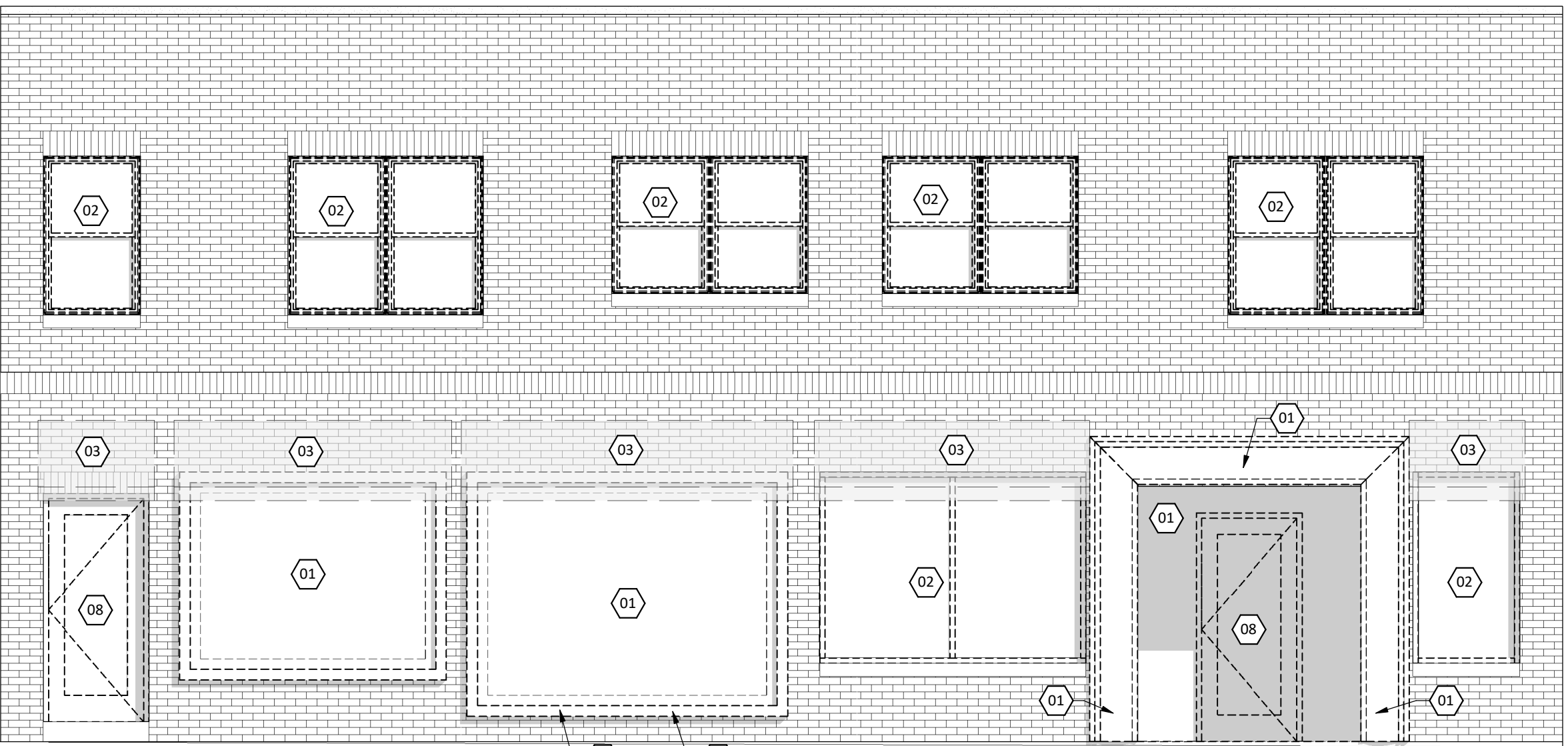
5D
A300
AWNING LEFT
NOT TO SCALE



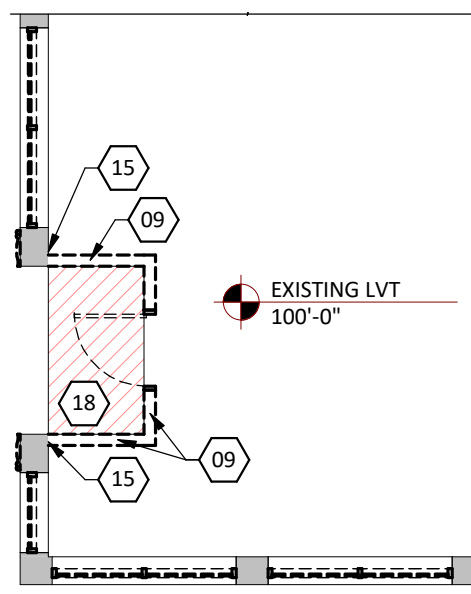
4D
A300
NE CORNER
NOT TO SCALE



6B
A300
EAST ELEVATION DEMO
SCALE: 1/4" = 1'-0"



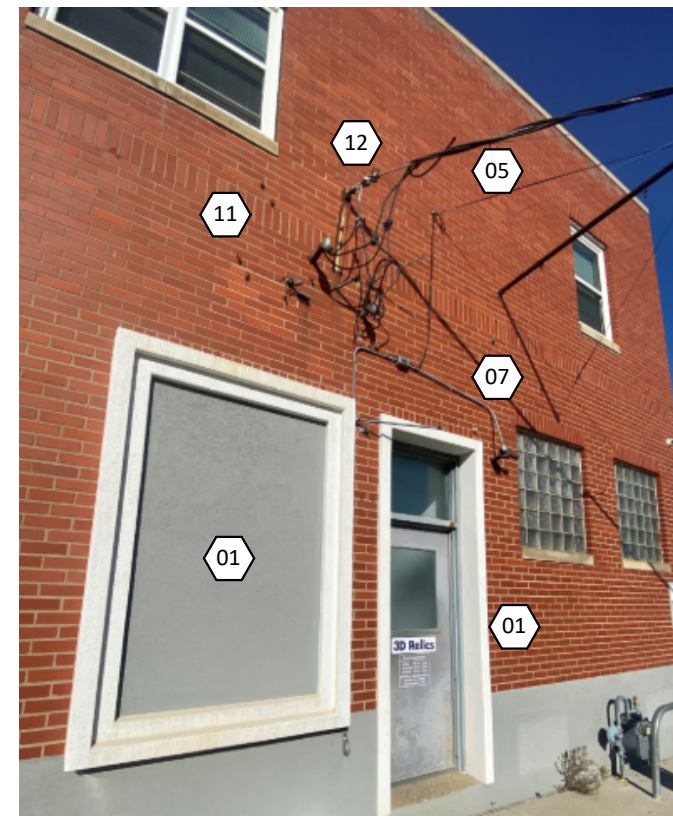
6A
A300
SOUTH ELEVATION DEMO
SCALE: 1/4" = 1'-0"



4A
A300
VESTIBULE DEMO PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES - DEMOLITION

- A. THE BUILDING WILL REMAIN OCCUPIED DURING CONSTRUCTION. PROVIDE TEMPORARY DOOR AS REQUIRED TO ACCESS THE BUILDING.



3C
A300
EAST DOOR
NOT TO SCALE



3B
A300
EAST ELEVATION
NOT TO SCALE



3A
A300
SOUTH ELEVATION
NOT TO SCALE

SHEET SPEC ID LIST

SPEC ID	SPEC SECTION & DESCRIPTION
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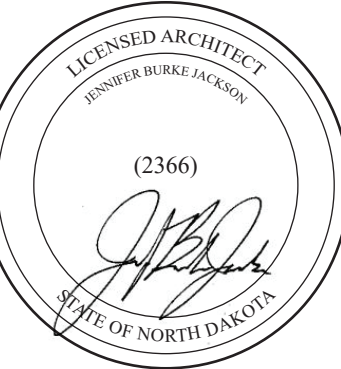
KEYNOTES - DEMOLITION

NO	NOTE	REV.
01	REMOVE AND DISPOSE EXISTING EIFS AND RESTORE ROUGH OPENING FOR NEW WINDOW. CLEAN ANY EIFS RESIDUE FROM EXISTING BRICK AND RESTORE TO ORIGINAL BRICK SURFACE.	
02	REMOVE AND DISPOSE OF EXISTING WINDOW AND EXISTING INTERIOR WOOD TRIM AND SILL AND PREP OPENING FOR NEW WINDOW. (5) PILES OF PAINTED GLASS THAT IS NOT CURRENTLY BROKEN.	
03	AWNING TO BE REMOVED, SALVAGED, AND REINSTALLED AFTER EXISTING STEEL PLATE IS REMOVED AND SOLDIER COURSE IS INSTALLED TO MATCH EXISTING SOLDIER COURSES SIMILAR. PROVIDE UNTEL IF REQUIRED.	
04	REFER TO 4D/A300 FOR A PHOTO OF EXISTING CORNER TO SHOW EXTENT OF BRICK REPAIR ON THE NE CORNER.	
05	REMOVE EXISTING SIGN BRACKETS.	
06	PATCH EXISTING HOLES (APPROXIMATELY 25) WITH COLOR MATCHING TO GROUT OR BRICK.	
07	REMOVE EXISTING ELECTRICAL CONDUIT THAT IS SURFACE MOUNTED.	
08	REMOVE AND DISPOSE OF EXISTING DOOR.	
09	REMOVE AND DISPOSE OF EXISTING STOREFRONT BEHIND EIFS, EIFS, AND INTERIOR WALL SURFACE. OWNER TO REMOVE EXISTING LEDGE STONE AND SALVAGE PRIOR TO START OF DEMOLITION.	
10	EXISTING SIGN AND SIGN BOX AND ANY ASSOCIATED CONDUIT TO REMAIN.	
11	REMOVE EXISTING ANCHORS (APPROXIMATELY 8) AND PATCH HOLES WITHIN GROUT AND BRICK WITH COLOR MATCHING TO BRICK COLOR OR GROUT.	
12	EXISTING ELECTRICAL FEED IS BEING EVALUATED BE OWNER AND POWER COMPANY TO SEE IF THERE IS A WAY TO CLEAN UP LOOK VISUALLY.	
13	REMOVE BRACKET AND PATCH HOLES TO BE SIMILAR COLOR OF BRICK AND GROUT.	
14	REMOVE AND DISPOSE EXISTING GLASS BLOCK AND PREP ROUGH OPENING FOR NEW WINDOW.	
15	PATCH WALL WHERE WALL WAS REMOVED. TEXTURE SHALL MATCH ADJACENT WALL FINISHES THAT REMAIN.	
16	INTERIOR SIDE OF WALL WILL NEED TO BE PATCHED WITH STUDS AND DRYWALL AS REQUIRED TO FRAME NEW OPENING. MATCH TEXTURE TO ADJACENT WALL.	
17	IF EXISTING ROW LOCK BRICK STILL EXISTS UNDER THE WINDOW, SALVAGE AND UTILIZE AT NEW MAIN ENTRY OPENING.	
18	INFILL CONCRETE AS REQUIRED TO MATCH LEVEL TO EXISTING INTERIOR FLOOR LEVEL FOR THIS PORTION TO BECOME INTERIOR AGAIN. PREP FOR NEW TILE.	
19	REMOVE EXISTING PUTTY/SUBSTANCE ON BRICK SURFACE (3 SPOTS).	
20	REMOVE NAILS (APPROXIMATELY 8) FROM PREVIOUS SIGN ABOVE MAIN ENTRY.	



416 East Main Avenue
Bismarck, ND 58501
phone: (701) 255-1617

www.jlgarchitects.com
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11.15.2023

REVISION SCHEDULE

NO.	DESCRIPTION	DATE
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2D INK FACADE RESTORATION MINOT, ND

DATE

11/15/23

PHASE

CONSTRUCTION
DOCUMENTS

PROJECT

23324

SHEET

A300

EXTERIOR
ELEVATIONS DEMO

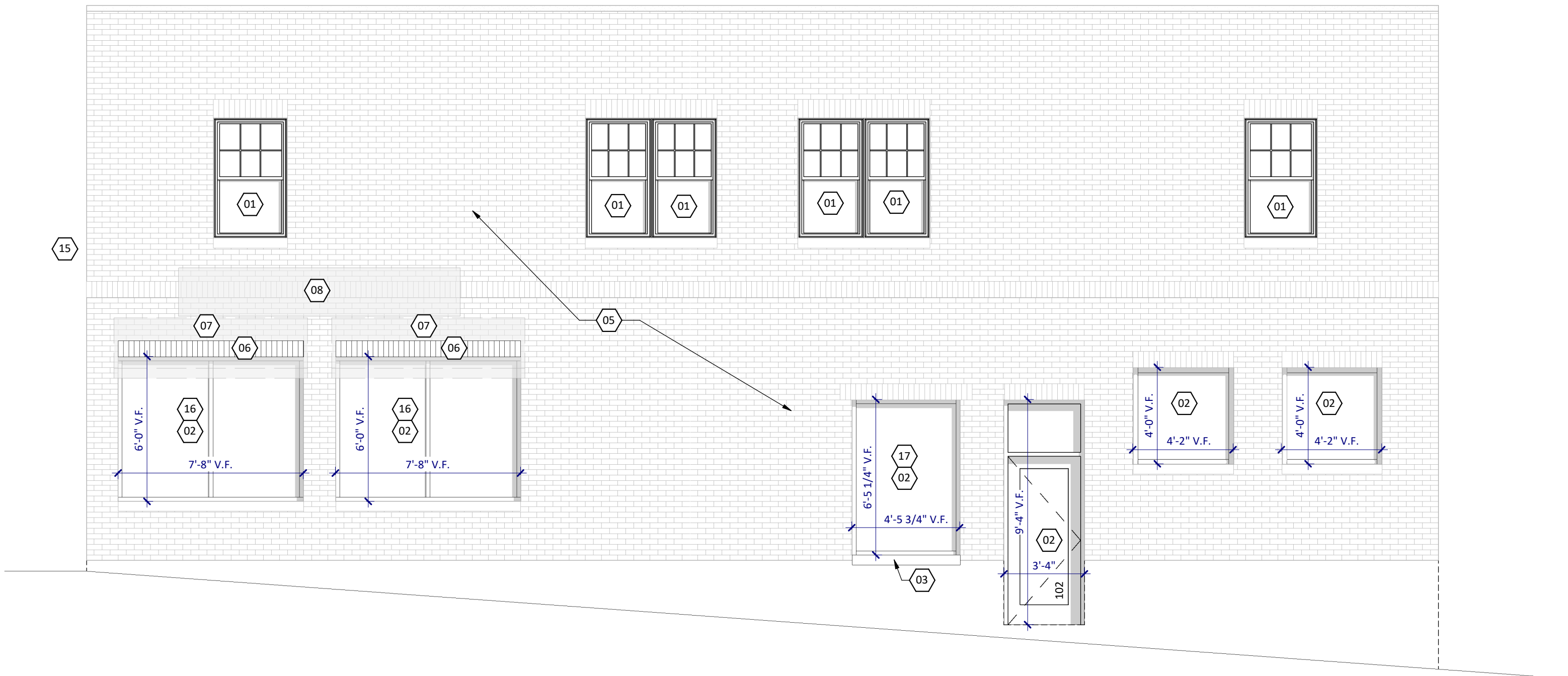
D

C

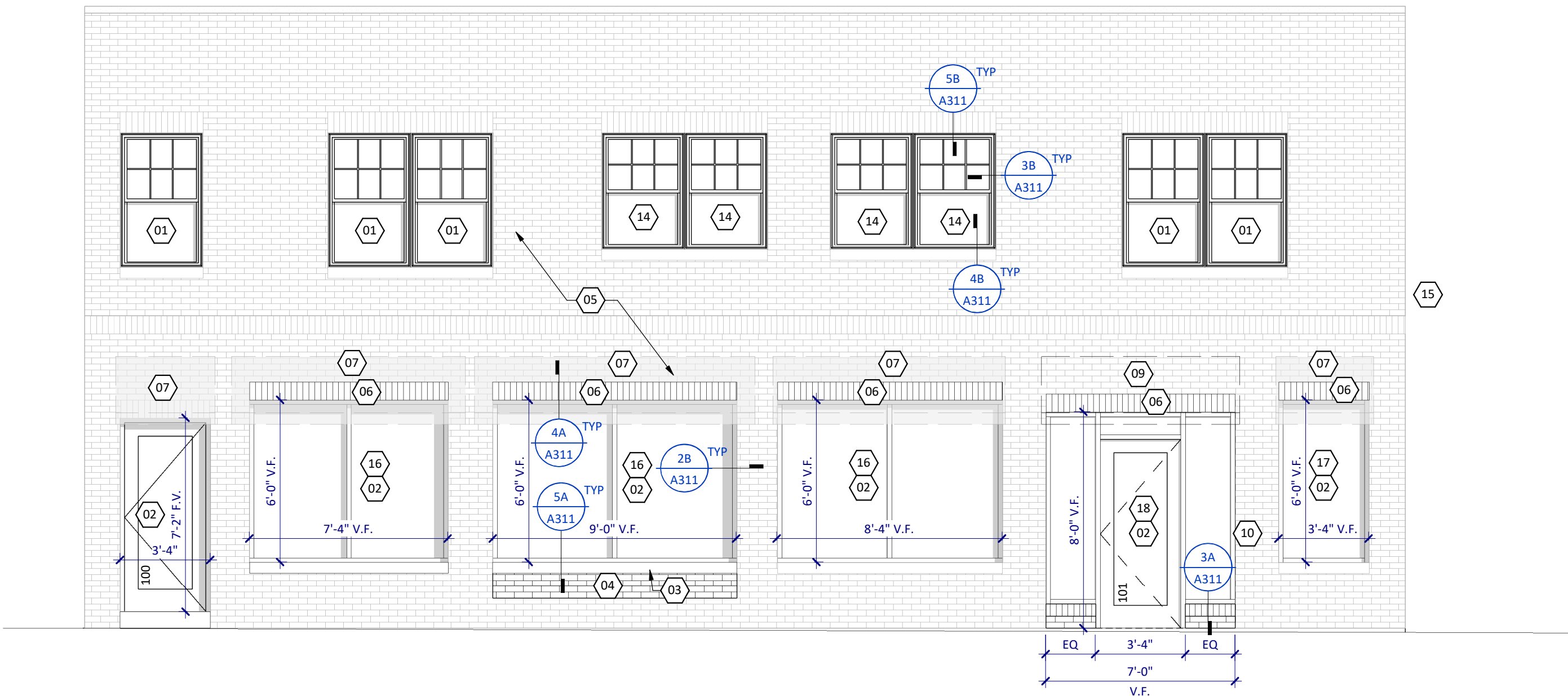
B

A

11/15/2023 1:39:21 PM



6B EAST ELEVATION
A301 SCALE: 1/4" = 1'-0"



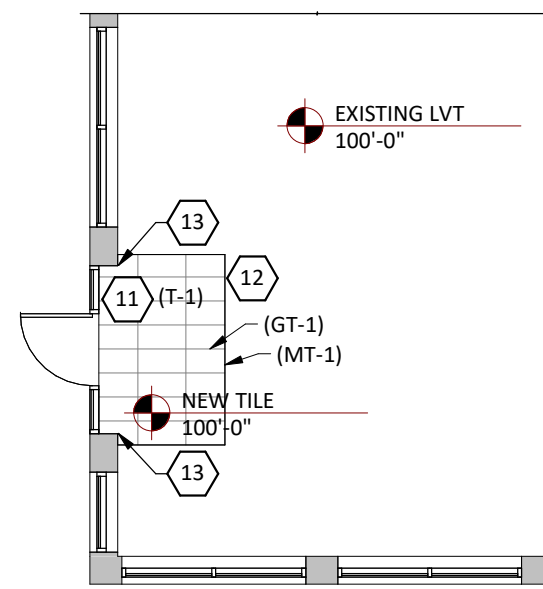
6A SOUTH ELEVATION
A301 SCALE: 1/4" = 1'-0"

GENERAL NOTES

- REFER TO DETAILS PAGE FOR STOREFRONT AND WINDOW PREP.
- ELECTRICAL SCOPE IS DESCRIBED NARRATIVELY WITH ELECTRICAL CONTRACTOR TO PROVIDE LIGHTING OPTIONS BASED ON THE CRITERIA.
- SECOND FLOOR WINDOWS PROVIDED BY ALLOWANCE.
- PER FINISHES TABLE ON G101, PAINT ANY PATCHING TO MATCH ADJACENT WALL FINISHES.



3C WOOD BASE
A301 NOT TO SCALE



3B VESTIBULE PLAN
A301 SCALE: 1/8" = 1'-0"



3A HISTORIC PHOTO
A301 NOT TO SCALE

SHEET SPEC ID LIST

SPEC ID	SPEC SECTION & DESCRIPTION
GT-1	09 3000 - GROUT
MT-1	09 3000 - TILE TRIM
T-1	09 3000 - TILE

KEYNOTES - EXTERIOR ELEVATION & PLAN

NO	NOTE	REV.
01	NEW ALUMINUM CLAD WOOD WINDOW. REFER TO ALLOWANCES. VERIFY SIZE ON-SITE, APPROXIMATELY 36" W X 60" H. CONTRACTOR TO INSTALL AND PROVIDE WHITE PAINTED WOOD SILL. PATCH TEXTURE AS REQUIRED. WALLS MAY BE TEXTURED CMU BLOCK OR EXISTING DRYWALL.	
02	NEW ALUMINUM STOREFRONT WINDOW OR DOOR ASSEMBLY. VERIFY SIZE ON-SITE. PROVIDE NEW (SSM-1) SILL AT ALL FIRST LEVEL WINDOW OPENINGS.	
03	PROVIDE SILL (CSTN-1) TO MATCH EXISTING EXTERIOR WINDOW SILLS AT ADJACENT OPENINGS.	
04	INFILL WITH BRICK TO ALIGN EXISTING ROUGH OPENING WITH ADJACENT OPENING SILL HEIGHT. MATCH EXISTING BRICK COLOR, GROUT COLOR, AND GROUT LINE WIDTHS.	
05	EXISTING BRICK AND SILLS TO REMAIN, UNLESS OTHERWISE NOTED.	
06	NEW SOLDIER COURSE TO MATCH ADJACENT SOLDIER COURSES IN BRICK COLOR AND GROUT SPACING AND COLOR. PROVIDE NEW LINTEL AS REQUIRED REFER TO UNIT PRICES. PAINT LINTEL BLACK.	
07	EXISTING AWNING REINSTALLED AFTER SOLDIER COURSE IS INSTALLED.	
08	EXISTING SIGN AND SIGN BOX AND ANY ASSOCIATED CONDUIT TO REMAIN.	
09	INSTALL NEW AWNING AT ENTRY. AWNING WILL BE PROVIDED UNDER ALLOWANCES TO MATCH EXISTING AWNINGS. CONTRACTOR TO INSTALL WITH PROVIDED CLIPS.	
10	ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL MULLION MOUNT EXTERIOR AND INTERIOR AUTOMATIC DOOR OPENERS.	
11	INSTALL NEW TILE FLOORING OVER CONCRETE INFILL. PROVIDE (MT-1) AROUND INTERIOR PERIMETER OF TILE TO EXISTING LVT. TILE FLOORING TO BE PROVIDED UNDER AN ALLOWANCE VALUE SO OWNER CAN SELECT AFTER BIDDING.	
12	INSTALL APPROXIMATELY 15 CEILING TILES AND GRID AT PRIOR RECESS AND PATCH INTO EXISTING GRID SYSTEM FOR A SEAMLESS TRANSITION. OWNER HAS STOCK OF THE BLACK GRID AND SPECIALTY CEILING TILE.	
13	PROVIDE NEW WOOD BASE MATCHING PROFILE IN PHOTO SEE 3C/A301 AT PATCHED WALL TO NEW DOOR OPENING.	
14	NEW ALUMINUM CLAD WOOD WINDOW. REFER TO ALLOWANCES. VERIFY SIZE ON-SITE, APPROXIMATELY 36" W X 52" H. CONTRACTOR TO INSTALL AND PROVIDE WHITE PAINTED WOOD SILL. PATCH TEXTURE AS REQUIRED. WALLS MAY BE TEXTURED CMU BLOCK OR EXISTING DRYWALL.	
15	EXISTING SIGN BRACKETS THAT ARE BEING UTILIZED FOR CORNER SIGN AND LIGHT ARE TO REMAIN. PAINT ALL EXPOSED METAL OR STEEL (EXISTING OR NEW) BLACK. INCLUDING CONDUIT.	
16	PROVIDE (5) LIGHT FIXTURES WITHIN INTERIOR TO CREATE A "DISPLAY WINDOW" ON A TIMER. COLOR TEMP: 3000K AND LUMEN OUTPUT 2800-3000.	
17	PROVIDE (3) LIGHT FIXTURES WITHIN INTERIOR TO CREATE A "DISPLAY WINDOW" ON A TIMER. COLOR TEMP: 3000K AND LUMEN OUTPUT 2800-3000.	
18	PROVIDE 2" VINYL LETTERS PLACED ON THE DOOR WITH LANGUAGE "DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS".	



416 East Main Avenue
Bismarck, ND 58501
phone: (701) 255-1617

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REVISION SCHEDULE

NO.	DESCRIPTION	DATE
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2D INK
FACADE RESTORATION
MINOT, ND

DATE

11/15/23

PHASE

CONSTRUCTION
DOCUMENTS

PROJECT

23324

SHEET

A301

EXTERIOR
ELEVATIONS

D

C

B

A

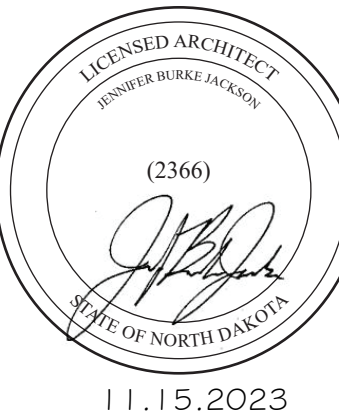
11/15/2023 1:39:22 PM

SHEET SPEC ID LIST	
SPEC ID	SPEC SECTION & DESCRIPTION
AIR BAR-3	07 2700 - FLUID-APPLIED VAPOR PERMEABLE MEMBRANE
ALSTOR-1	08 4313 - ALUMINUM STORE FRONT
BRK-1	04 2000 - BRICK
CJ-1	04 2000 - MASONRY CONTROL JOINT
CMU-1	04 2000 - STANDARD GREY CMU
CSTN-1	04 7200 - CAST STONE TRIM AND PANELS
PT-1	09 9123 - PAINT
SEALANT-1	07 9200 - JOINT SEALANT OR CAULKING WITH OR WITHOUT BACKER ROD
SSM-1	12 3600 - SOLID SURFACE WINDOW SILL
TWF-1	04 2000 - RUBBERIZED ASPHALT FLASHING WITH STAINLESS STEEL DRIP
WEEP-1	04 2000 - POLYMER HEAD JOINT WEEP
WEEP-2	04 2000 - COTTON WEEP

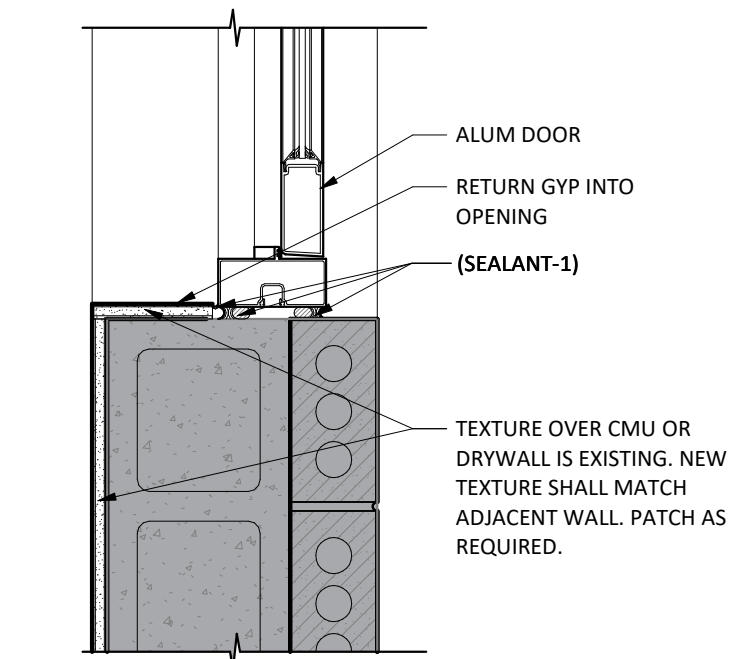


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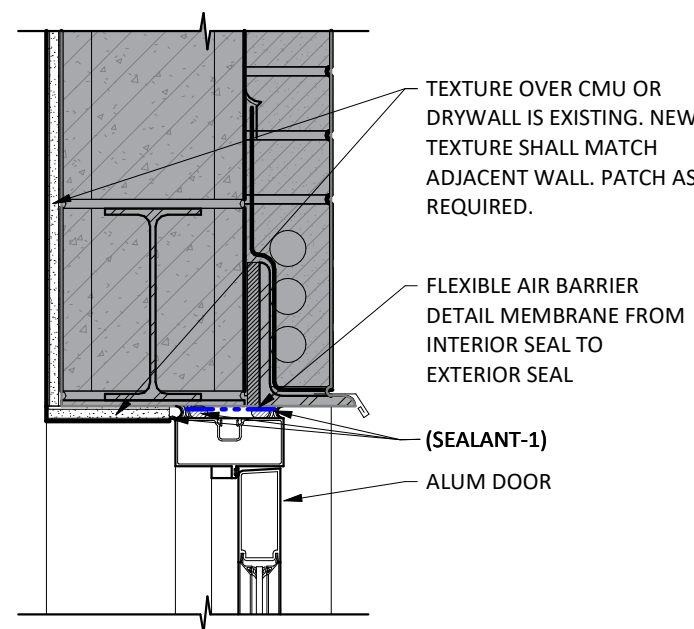
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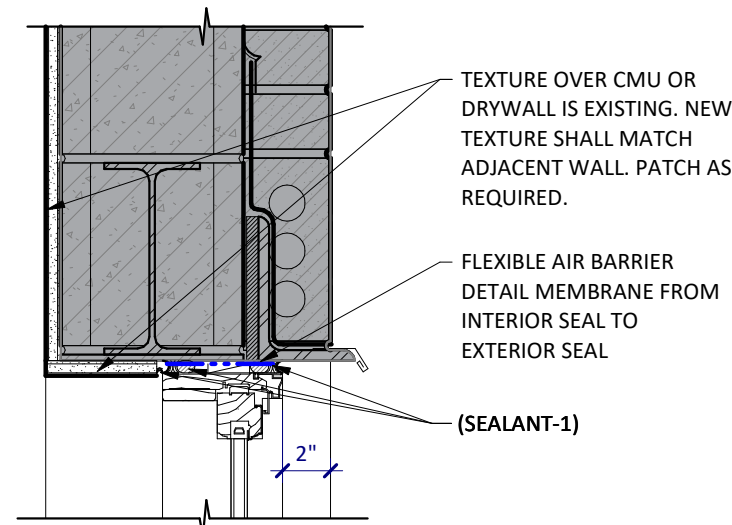
REVISION SCHEDULE		
NO.	DESCRIPTION	DATE



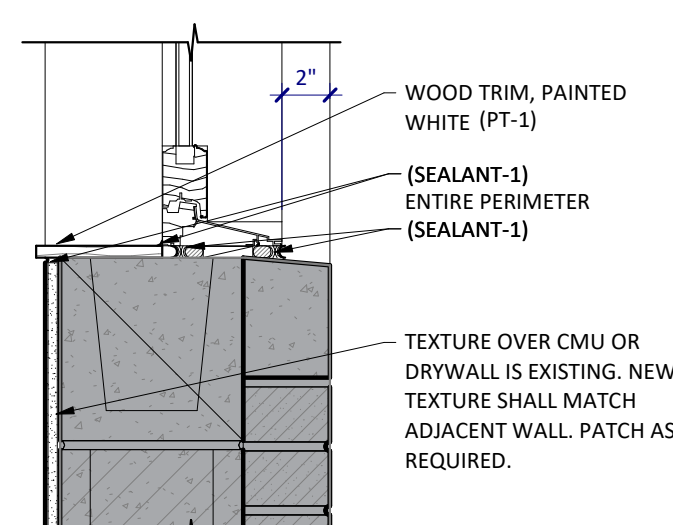
7B ALUM JAMB DETAIL
A311 SCALE: 1 1/2" = 1'-0"



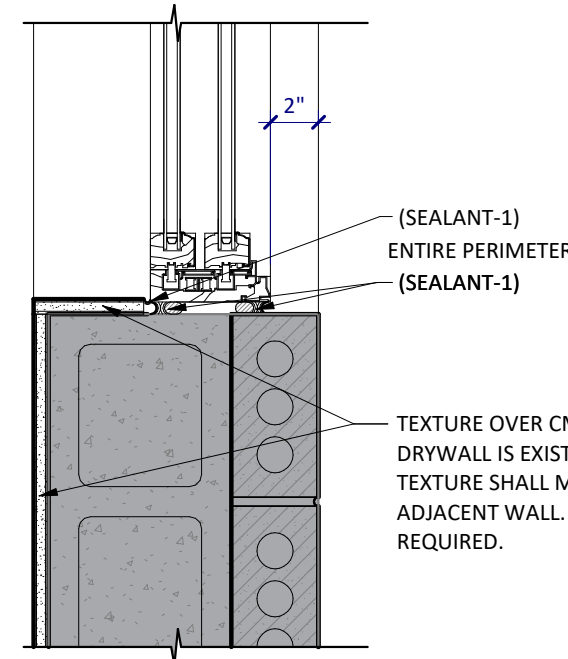
6B ALUM HEAD DETAIL
A311 SCALE: 1 1/2" = 1'-0"



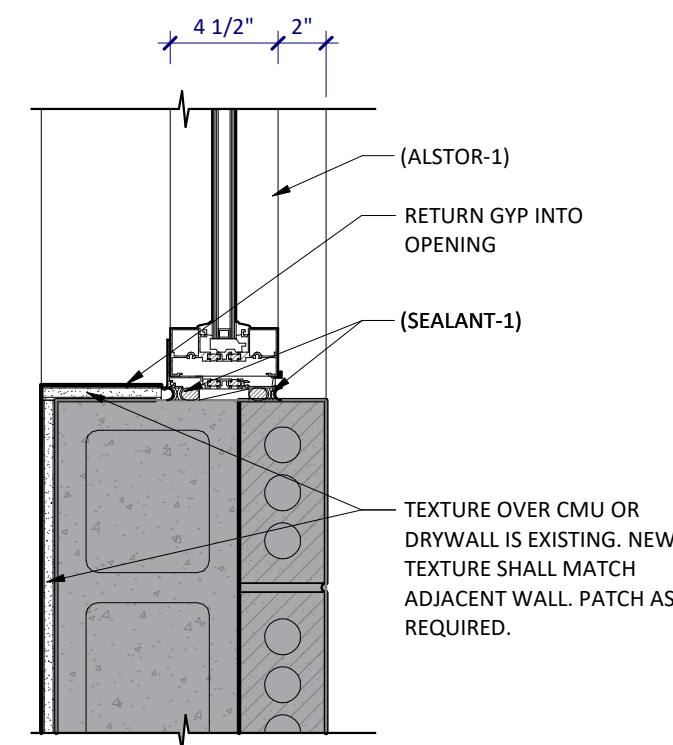
5B WINDOW HEAD DETAIL
A311 SCALE: 1 1/2" = 1'-0"



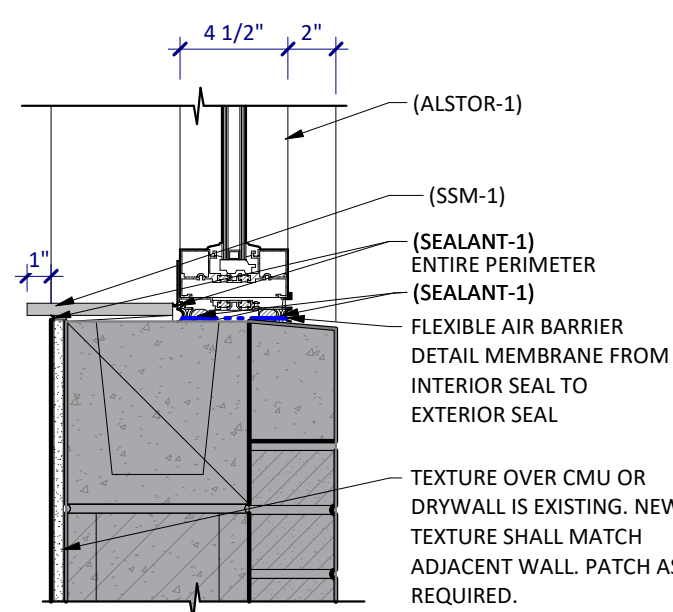
4B WINDOW SILL DETAIL
A311 SCALE: 1 1/2" = 1'-0"



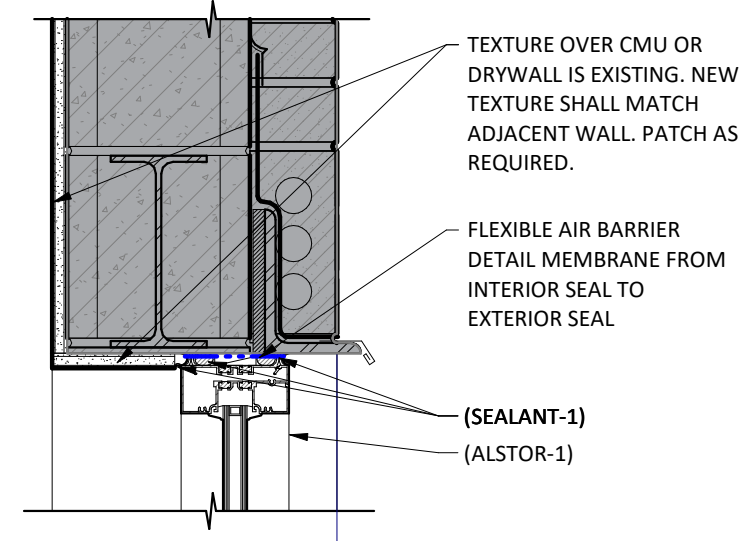
3B WINDOW JAMB DETAIL
A311 SCALE: 1 1/2" = 1'-0"



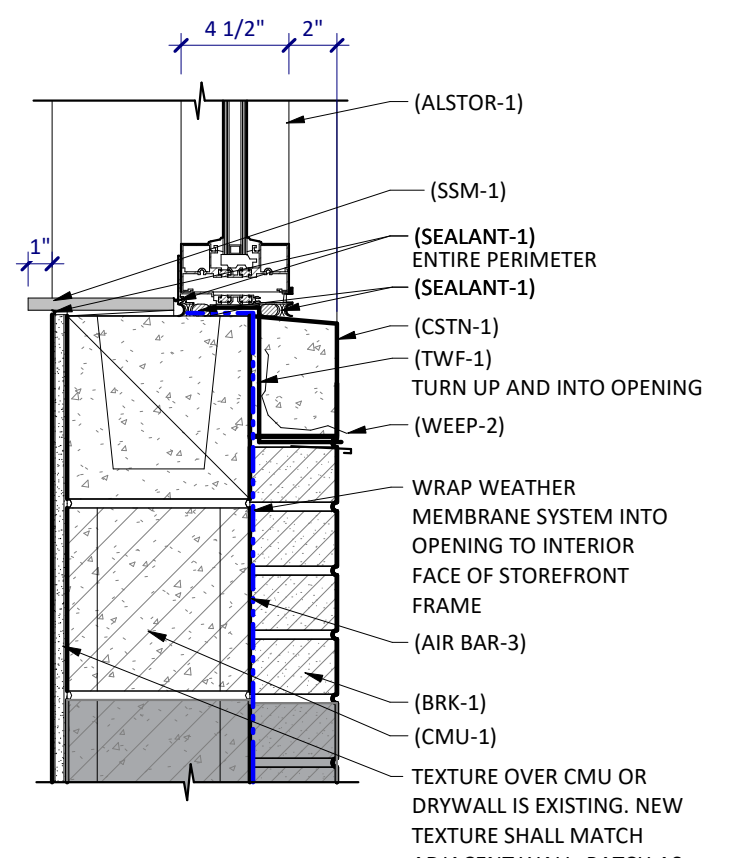
2B SF JAMB DETAIL
A311 SCALE: 1 1/2" = 1'-0"



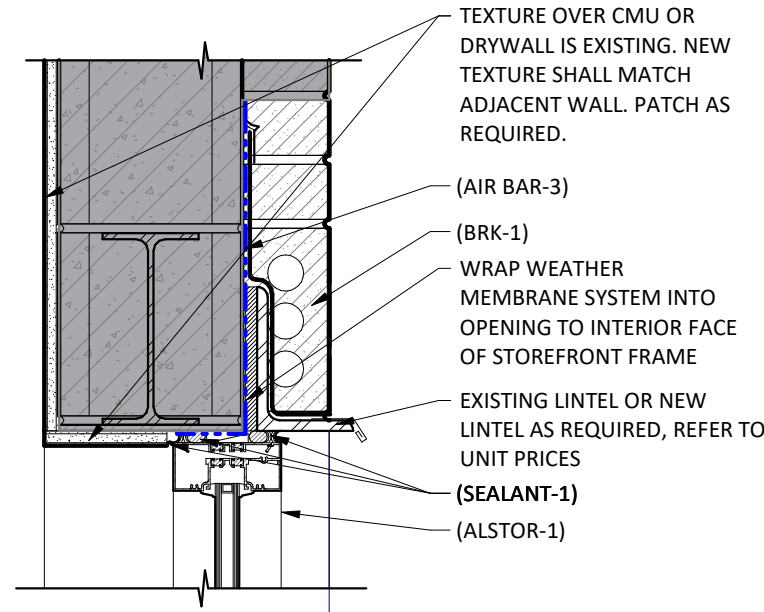
7A EXISTING BRICK SILL DETAIL
A311 SCALE: 1 1/2" = 1'-0"



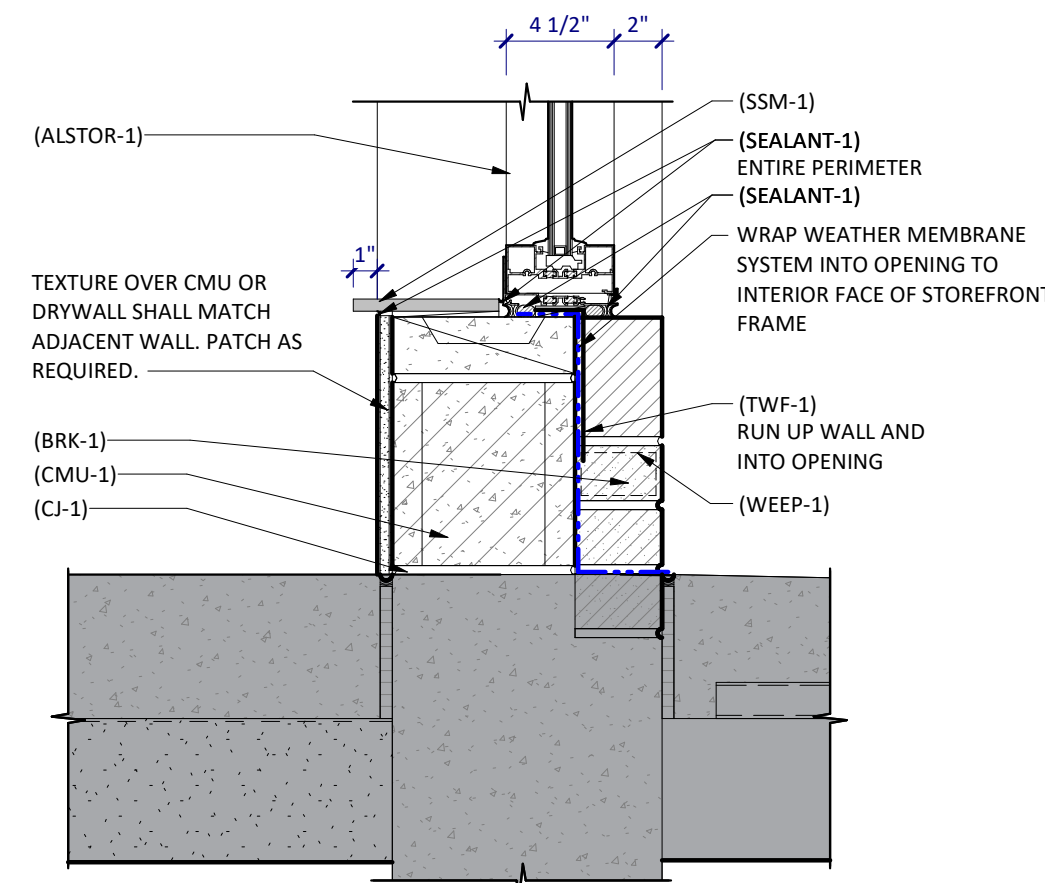
6A EXISTING BRICK HEAD DETAIL
A311 SCALE: 1 1/2" = 1'-0"



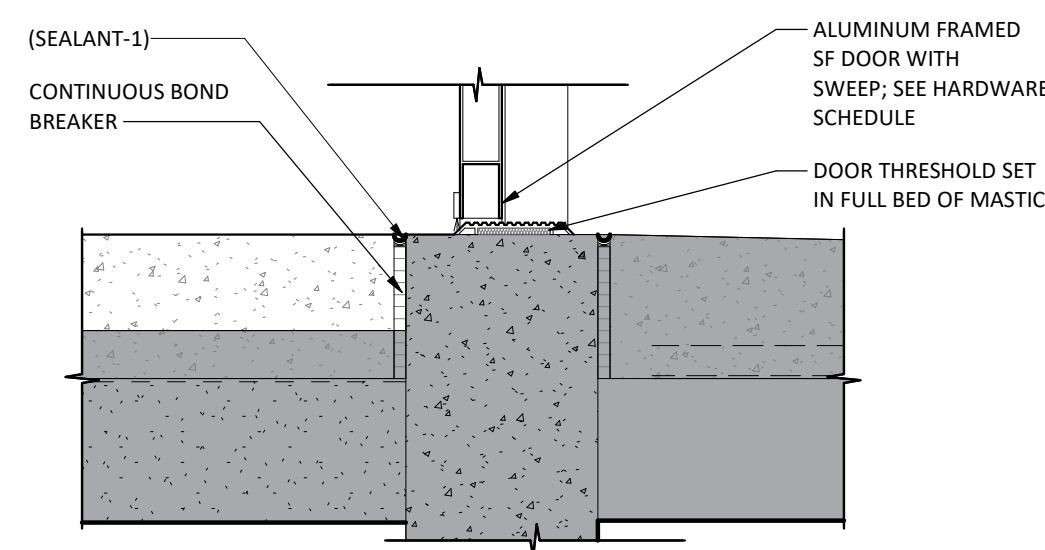
5A NEW BRICK SILL DETAIL
A311 SCALE: 1 1/2" = 1'-0"



4A BRICK HEAD DETAIL
A311 SCALE: 1 1/2" = 1'-0"



3A ENTRY BRICK SILL DETAIL
A311 SCALE: 1 1/2" = 1'-0"



2A STOREFRONT - SILL AT DOOR
A311 SCALE: 1 1/2" = 1'-0"

2D INK
FACADE RESTORATION
MINOT, ND

DATE

11/15/23

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CONSTRUCTION
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PROJECT

23324

SHEET

A311

EXTERIOR DETAILS

BID TABULATION

PROJECT:

JLG 23324 | 2D Ink Façade Restoration

BID TIME:

December 7, 2023 @ 2:00 pm (CDT)

List Addendas issued:

Addendum 01 dated 11/30/2023



Contractors	Contractor License	Acknowledged Addendas	Base Bid	Unit Price No. 1 4x4 Angle - \$/LF	Unit Price No. 2 Addt'l Light Fixture	Unit Price No. 3 Replace Brick - \$/SF	Comments:
GENERAL & ELECTRICAL CONSTRUCTION							
Craft Builders	X	X	\$ 215,080.00	\$ 22.00	\$ 370.00	\$ 90.00	If Unit Price No. 3 is utilized, must be \$360/minimum
Rolac Contracting, Inc.	X	X	\$ 152,400.00	\$ 25.00	\$ 350.00	\$ 85.00	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	

Unit prices shall be added to Base Bid Scope of work, if required after demolition begins.

Unit Price No. 1 covers if a steel angle needs to be added above existing first floor windows after the existing steel plate is removed above the window and brick infill is placed.

Unit Price No. 2 covers additional light fixture cost is if the minimum count provided in the bid does not flood the sidewalk with enough light per the city's guidelines.

Unit Price No. 3 covers for unknown conditions under the EIFS that may cause additional brick replacement so the finished facade does not have glue residue or markings as a finished result.

Katelyn Crider

From: Lucas Brown [REDACTED]
Sent: Friday, December 8, 2023 1:18 PM
To: Katelyn Crider
Subject: Re: JLG 23324 2D Ink Facade Restoration

Katelyn,

We appreciate the opportunity to bid out the project. Unfortunately we were unable to get the bid items together in time to submit pricing.

Thanks
Sent from my iPhone

On Nov 30, 2023, at 5:48 PM, Katelyn Crider <kcrider@jlgarchitects.com> wrote:

Hello all –

An addendum has been issued for JLG 23324 2D Ink Façade Restoration project. See attached or download from the link:

[<image001.png>](#)
[23324 2D Ink](#)

Katelyn Crider, AIA, LEED GA
JLG Architects
p 701.922.6199
[100% Employee Owned](#) | [CSI Environmental Stewardship Award](#) | [Great Place to Work Certified](#)

<jlg_web_200px_2a39954d-9c29-4083-8b51-ca88edb19dab.jpg>

From: Katelyn Crider <KCrider@jlgarchitects.com>
Sent: Thursday, November 16, 2023 9:14 AM
To: info@fmbx.org; Bismarck Builders Exchange <info@bbxnd.com>; bis_manbe@midconetwork.com; team@dickinsonchamber.org; planroom@bntgf.com; support@construction.com; mbe1@srt.com; content@constructconnect.com; Chrissy Alden <chrissy@constructionindustrycenter.com>
Subject: JLG 23324 2D Ink Facade Restoration

Hello all –

A new project opportunity in Minot, ND including select demolition, window replacement, and some masonry work. Bids are due via email or in person by 12/7 at 2PM.

Link to download the documents:

[<image001.png>](#)
[23324 2D Ink](#)



TECTA AMERICA

DAKOTAS

ROOFING & SHEET METAL SERVICES

Q U O T A T I O N

B013496

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
Office: 701.838.5945
Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
Office: 701.232.7330
Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
Phone: 701.252.2403
Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO

2 D Ink
23 2nd Ave SW
Minot, ND 58701

DATE

11/07/23

PROJECT

2 D Ink

LOCATION

Minot ND

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

Remove and dispose of all roofing materials to the existing insulation & install:
1/2" high density board overlayment
60 Mil rubber membrane, & rock ballast (10 lbs./S.F.) USE OLD ROCK
New modified flashings at roof edges, higher walls and all roof penetrations
Manufacturers 15-year warranty

FOR THE SUM OF.....\$31,672.00

Replace additional deteriorated plywood decking on "T&M" basis
Replace any deteriorated decking and or fascia board on "time & material" basis
Replace any wet or damaged roof insulation at \$5.50/bd ft.
All Mechanical & Electrical by owner
All Carpentry done by others

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By

(Authorized Signature)

Jordan Ross

Tecta America Dakotas LLC

By

Joe Schwan

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

Rev. 6 - 3/2020

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

INITIALS

FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT

This Agreement (hereinafter “Agreement”) is executed and made effective as of January 16, 2024 (hereinafter “Effective Date”), and is by and between the City of Minot, a North Dakota municipality (hereinafter “City”) and Jordan Ross and Megan Ross (hereinafter “Property Owner”). City and Property Owner are jointly referred to herein as the Parties. This Agreement concerns façade improvements made to the following property:

NAME OF BUSINESS/DESCRIPTION OF PROPERTY: Retail/4 Apartments

ADDRESS OF PROPERTY TO BE IMPROVED: 23 2nd Ave. SE, Minot, ND 58701

PARCEL ID: MI24.238.070.0122

LEGAL DESCRIPTION: ORIGINAL MINOT ADDITION EAST 50' OF LOTS 10, 11 & 12 BLOCK 7

WHEREAS, the City implemented a Façade Improvement Program (hereinafter “Program”) to provide public funds as an incentive to encourage private investment for exterior true-to-period façade improvements to properties located in the City’s Central Business District;

WHEREAS, Property Owner applied for funding assistance related to a complete façade renovation or replacement;

WHEREAS, City proposes to make financial support available to assist the Property Owner to complete the façade renovation or replacement in accordance with the approved application;

WHEREAS, City’s financial support will consist of a no-interest forgivable loan up to 75% of the total project costs, but in no event more than \$125,362;

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties’ and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$125,362; in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter “Façade Loan”). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner’s approved complete façade renovation or replacement, more specifically described in the Property Owner’s application for funding (hereinafter “Project”). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the promissory note have been duly-executed by an authorized representative of Property Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii)

Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter “Façade Loan Repayment Date,” subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
 - a. Project Plan. Property Owner’s application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
 - b. Project Completion. The Project shall be completed on or before April 1, 2025. The City Council, in its reasonable discretion, may allow extensions due to inclement weather or difficulty in obtaining building materials.
 - c. Verification of Project Completion. Within 30 days of completion of the Project, the Property Owner shall notify the City’s Economic Development Administrator and schedule a time for an inspection.
 - i. If the Project is deemed complete and in compliance with Exhibit C, the Economic Development Administrator shall inform the Property Owner of that, in writing.
 - ii. In the event that the Economic Development Administrator identifies inconsistencies in the approved plans and actual work completed, the Economic Development Administrator shall notify the Property Owner, in writing, and provide a timeframe for correction of the required work. All work that is not in conformance with the approved plans, design drawings, and specifications must be remedied by the Property Owner and made to comply with the approved plans, design drawings, and specifications at the Property Owner’s expense. The City will not reimburse the Property Owner for any expense required to correct deficient or improper work.
 - d. Submission of Necessary Documentation. Within 30 days of receiving written verification that the Project is complete and in compliance with Exhibit C, Property Owner shall submit invoices, receipts, bank statements, credit card receipts, or other allowable written proof of Project costs to the Economic Development Administrator. If a contractor is retained to complete the façade improvements, a properly executed and notarized contractor’s statement to the Economic Development Administrator showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment necessary to complete the façade and streetscape improvement related work. In addition, the Property Owner shall submit to the Economic Development Administrator proof of payment of the contract cost pursuant to the contractor’s statement and final lien waivers from all contractors and subcontractors. The Economic

Development Administrator and Finance Director shall review the documentation and provide written verification that the costs submitted are eligible for reimbursement.

- e. No Default. The Property Owner shall not be in default under this Agreement or adjudicated in default by a court of competent jurisdiction on any other agreement, obligation, representation, or promise with any other entity doing business in the State of North Dakota.
 - f. In Good Standing. The Property Owner shall be, and remain throughout the term of this Agreement, in good standing under the laws of the State of North Dakota.
 - g. Duly Authorized. The Property Owner shall be duly-authorized to enter into this Agreement and to perform its obligations hereunder.
 - h. Solvent. Property Owner shall be, and remain throughout the term of this Agreement, a solvent corporation capable of fulfilling its obligations hereunder, and shall not be the subject of any “Insolvency Event.” For purposes of this Agreement, the term Insolvency Event means (a) Property Owner’s (i) failure to generally pay its debts as such debts become due; (ii) admission in writing that it is unable to pay its debts generally; or (iii) general assignment for the benefit of creditors; (b) a proceeding instituted by or against Property Owner (i) seeking to adjudicate it bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property (and in the case of any such proceeding instituted against Property Owner, such proceeding shall remain undismissed for a period of sixty (60) days or any of the actions sought in such proceeding shall occur); or (c) Property Owner takes any action to authorize any of the aforementioned actions.
 - i. No Conflicting Obligations. Neither the execution and delivery of this Agreement, nor Property Owner’s performance of its obligations hereunder, shall breach any known obligation, right or interest of a third party, regulatory agency, Board of Directors or other governing body with authority over Property Owner.
3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:
- a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
 - b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and

design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.

- c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
 - d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
 - e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
 - f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.
 - g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.
 - h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.
 - i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.
4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.

5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the Promissory Notes, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
11. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.
12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

To CITY:

City of Minot City Manager's Office
c/o Economic Development Administrator
PO Box 5006
Minot ND 58702

To PROPERTY OWNERS:

Jordan Ross and Megan Ross
402 5th Ave. SW.
Surrey, ND 58785

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties,

agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

14. Severability. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury, death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.
19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.
20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

Dated: _____, 20____. CITY OF MINOT

By:

Thomas Ross
Its: Mayor

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____
by Mayor Thomas Ross on behalf of the City of Minot.

Notary Public

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Dated: _____, 20____.

PROPERTY OWNER

By:

By:

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____

by _____ on behalf of Jordan Ross and Megan
Ross, PROPERTY OWNERS.

Notary Public

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EXHIBIT A: PROMISSORY NOTE

Date: _____

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Jordan Ross and Megan Ross (hereinafter "Property Owners") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED \$125,362 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before _____ (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by personal guaranties from Jordan Ross and Megan Ross in substantially the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Property Owner has caused this Note to be executed effective this _____ day of _____, 20____.

By: Jordan Ross, Authorized Member

By: Megan Ross, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20____ by
_____on behalf Jordan Ross and Megan Ross.

Notary Public

EXHIBIT B: PERSONAL GUARANTEE
FAÇADE IMPROVEMENT PROGRAM
PERSONAL GUARANTY

Guarantor: Jordan Ross and Megan Ross

Borrower: Jordan Ross and Megan Ross
c/o Registered Agent
402 5th Ave. SW
Surrey, ND 58785

Lender: City of Minot
c/o Finance Director
PO Box 5006
Minot ND 58702

Note Amount: not to exceed \$125,362 Date of Note:

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Promissory Note (hereinafter "Note"), Façade Improvement Program Loan Agreement (hereinafter "Agreement"), and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note, Agreement, and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unterminted guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREE TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elect to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guaranty or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. **It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledge and agree that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).**

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, **without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time:** (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and

(J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agree that Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantors; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower become insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which they may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and

shall be delivered to Lender. Guarantor agrees and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of North Dakota, in Ward County.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for

notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided by applicable law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors as assigns.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means TBD and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation TBD, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means City of Minot its successors and assigns.

Related Documents. The words "Related Documents" mean all promissory notes, development agreements, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREE TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AS OF _____.

GUARANTOR:

Jordan Ross (PRINCIPAL)

Megan Ross (PRINCIPAL)

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by Jordan Ross on behalf of herself in her individual capacity.

Notary Public

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by Megan Ross on behalf of herself in her individual capacity.

Notary Public

EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

(Please Attach here)



TO: Mayor
Members of the City Council

FROM: *Kelli Kronschnabel, Fire Chief*
Stefanie Stalheim, City Attorney
Corbin Dickerson, Assistant City Attorney

DATE: January 15, 2024

SUBJECT: AMEND CHAPTER 13 OF THE CITY OF MINOT'S CODE OF ORDINANCES TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, INSPECTION FEES BY RESOLUTION, AND MAKE GENERAL UPDATES.

I. RECOMMENDED ACTION

- A. *Approve the proposed ordinance on first reading.*
- B. *Review and consider the draft resolution setting fire inspection fees.*

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief
Stefanie Stalheim, City Attorney
Corbin Dickerson, Assistant City Attorney

III. DESCRIPTION

A. Background

The Fire Department is implementing a fee schedule to begin charging for annual and operational permits as well as construction. There has not been charging for these in the past, but implementing the fees falls in line with other area jurisdictions. We are also modernizing and cleaning-up the language within Chapter 13, Code of Ordinances.

B. Proposed Project

A proposed resolution establishing fire permit, license, and inspection fees is attached. If this ordinance is approved on first reading, this resolution will be presented to the Council alongside the attached ordinance on second reading.

IV. IMPACT:

A. Strategic Impact:

This change will allow us to better track permitted occupancies as well as high hazard processes and will allow us to generate revenue to offset our prevention office.

B. Service/Delivery Impact:

C. Fiscal Impact:

Conservatively this project we have estimated to generate \$56,000 annually.

V. CITY COUNCIL ASPIRATIONS

This will allow us to continue to make Minot safer and welcoming through our fire prevention efforts.

VI. ALTERNATIVES

- A. Council could decline to pass the ordinance.
- B. Council could modify the ordinance.
- C. Council could make recommendations and modify the resolution.

VII. TIME CONSTRAINTS

Once the ordinance is passed on second reading, and the resolution is adopted, the City can begin charging and collecting the inspection fees.

VIII. LIST OF ATTACHMENTS

- A. *Proposed Ordinance*
- B. *Proposed Ordinance - Redlines*
- C. *Proposed Resolution establishing Fire Permit, License, and Inspection Fees.*



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 13 (FIRE PREVENTION AND PROTECTION) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, AND INSPECTION FEES BY RESOLUTION.

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

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

WHEREAS, the City Council desires to set fees for fire code permits, licenses, and compliance inspections by resolution; and

WHEREAS, the City Council further desires to grant its fire chief or their designee the power to charge fees for fire code permits, licenses, and compliance inspections; and

WHEREAS, the City Council further desires to amend the existing Chapter 13, Code of Ordinances, to rectify clerical errors, update, modernize, and remove outdated language and bring the existing ordinance into alignment with current practices; and

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

§1 CHAPTER 13 (FIRE PREVENTION AND PROTECTION) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Careless smoking; notice in hotel rooms.

- (a) It shall be unlawful for any person, in a careless, negligent or reckless manner, while smoking or attempting to light or smoke tobacco to set fire to any building, furniture, curtains, drapes, house or household fittings or furnishings in any hotel, public rooming house, tenement house, or public building.
- (b) A plainly printed notice shall be posted in a conspicuous place in each sleeping room of all hotels, public rooming houses, lodging houses and

other places of public assemblage within the city advising tenants of the provisions of this section.

Sec. 13-2. Fire to be reported immediately.

Every fire occurring in or about any building within the city shall be reported immediately to the fire department.

Secs. 13-3, 13-4. Reserved.

Editor's note(s)—Sections 13-3, 13-4 and 13-6, derived from Rev. Gen. Ords. 1962, §§ 8-0103, 12-0109 and 12-0111, were repealed by Ord. No. 2443, § 2, adopted June 15, 1981. Said sections prohibited the taking of fire department property, required that permission be obtained to enter or occupy rooms used by the fire department, and dealt with the use and sale of fireworks.

Sec. 13-5. Obstructing firefighter.

It shall be unlawful to obstruct any firefighter in the performance of their duties.

Sec. 13-6. Reserved.

Note(s)—See the editor's note to § 13-3.

Secs. 13-7—13-16. Reserved.

ARTICLE II. FIRE DEPARTMENT

DIVISION 1. GENERALLY

Sec. 13-17. Composition; eligible persons.

The fire department shall consist of a fire chief and as many firefighters as the city council determines to be adequate. The fire chief and firefighters shall be appointed by the city manager pursuant to Chapter 24 of the Code of Ordinances.

Sec. 13-18. Firefighters to comply with rules and regulations.

Firefighters shall strictly comply with all rules and regulations of the fire department, and shall promptly and implicitly obey all orders given by the fire chief or acting fire chief.

Sec. 13-19. Members to have certain powers of police.

All members of the fire department shall have, while on active duty, the same powers as police officers while on duty, and are authorized to arrest any person who interferes or attempts to interfere with, or hinders or attempts to hinder any member of the fire department in the performance of their duty.

Sec. 13-20. Police force to assist fire department.

Any member of the police department, when requested by the city manager or fire chief, shall report to all fires and assist in extinguishing the fire, protect property, preserve order and lend their aid and assistance in any useful manner directed by the official in command.

Sec. 13-21. When awards may be accepted.

Any member of the fire department may, with the consent of the city council and not otherwise, receive and retain any present or reward tendered to them for meritorious service in the discharge of their duty.

Secs. 13-22—13-27. Reserved.

DIVISION 2. FIRE CHIEF

Sec. 13-28. Powers and duties of fire chief.

The duties and powers of the fire chief are as follows:

- (a) *To make monthly and other reports.* The fire chief shall make written reports at the end of each month, and more often when required to do so by the city manager. The report shall be filed in the office of the city manager. The city manager at a regular city council meeting, shall present the report of the fire chief.
- (b) *Responsibility for equipment.* The fire chief shall have charge of, and be responsible for, all fire equipment and see that it is kept in repair, in efficient working order and ready for instant use. The fire chief shall promptly report to the city manager any serious injuries to or defects in any of the fire apparatus belonging to the city.
- (c) *Prescribe rules and regulations.* The fire chief shall prescribe such rules and regulations for the operation of the department as are in their judgment necessary to secure the best and most efficient service.
- (d) *Assign firefighters.* The fire chief shall assign firefighters to such positions in the department as they are best qualified to fill, subject to approval of the city manager.
- (e) *Investigate fires.* The fire chief shall immediately after each fire carefully and thoroughly investigate the cause of the fire, and may call the police department for assistance.
- (f) *Control and enforce discipline.* The fire chief under the direction of the city manager shall have absolute control and command over all persons connected with the fire department and shall possess full power and authority to enforce discipline in the department.
- (g) *Prescribe limits at fire.* The fire chief may prescribe limits in the vicinity of any fire within which no person shall be permitted to enter except those who reside therein, firefighters, police officers, and those admitted by the fire chief's order.
- (h) *May order removal of property.* At all fires, the fire chief shall have the power to remove any property if it becomes necessary for the

preservation of the property, to prevent the spreading of fire, or to protect adjoining property.

- (i) *Authority at fires.* The fire chief shall have absolute command at fires. In the absence of the fire chief, the assistant chief officer shall have command. All members of the fire department and bystanders shall observe and obey the directions and orders of the officer in command.
- (j) *May require assistance.* The fire chief shall have power to command such assistance from persons attending any fire, not members of the fire department, for the extinguishment of fires and the preservation of property exposed to fire as may in the fire chief's judgment be required.
- (k) *Charge inspection fees.* The Fire Chief or their designee shall charge fees as established by the City Council for fire permits, licenses, and code compliance inspections, except when such building or premises is owned by state or local government. It shall be the duty of every person maintaining or operating a business or premises to pay the inspection fees.

Secs. 13-29—13-38. Reserved.

ARTICLE III. FIRE CODE

Sec. 13-39. International Fire Code adopted.

- (a) The International Fire Code, 2018 Edition (published by the International Code Council Inc.), is by reference thereto incorporated herein as fully as though set out at length hereafter (except and to the extent that the provisions there of are deleted, modified or amended in section 13-40 and section 13-41 below). References in the Code of Ordinances to the fire code shall mean the fire code adopted hereby. Notwithstanding anything to the contrary therein, the fire code may be referred as:
 - (1) "the International Fire Code, 2018 Edition";
 - (2) "the Fire Code of the City of Minot, ND";
 - (3) "the IFC";
 - (4) "the fire prevention code";
 - (5) "the fire code"; or
 - (6) "this code".
- (b) One (1) copy of the IFC shall be maintained at all times in the office of the city clerk for public inspections. 13-40. Amendments to the fire code.

The IFC referred to in section 13-39 is amended as provided in the following subsections.

- (1) IFC 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Minot, ND, hereinafter referred to as "their code."
- (2) IFC 102.4 is amended to read as follows:

102.4 Application of Building Code. The design and construction of new structures shall comply with the International Building Code as amended by the State of North Dakota. And any alterations, additions, changes in use or changes in structures required by their code which are within the scope of the International Building Code as amended by the State of North Dakota shall be made in accordance therewith.

- (3) IFC 104.9 is amended to read as follows:

104.9 Alternative materials and methods. Appeals regarding the suitability of alternate materials, types of construction, or code interpretation shall be made as established under section 9-2(6) of the City of Minot Code of Ordinances.

- (4) IFC 105.6.1 is deleted.

- (5) IFC 105.6.8 is amended to read as follows:

IFC 105.6.8 An operational permit is required for carbon dioxide systems used in beverage dispensing applications having more than 500 pounds of Carbon Dioxide.

- (6) IFC 105.6.10 is deleted.

- (7) IFC 105.6.14 is deleted.

- (8) IFC 105.6.20 is deleted.

- (9) IFC 105.6.23 is amended to read as follows:

IFC 105.6.23 Hot work operations.

An operational permit is required for hot work including, but not limited to:

1. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit.
2. Fixed-site hot work equipment, such as welding booths.
3. Hot work conducted within a wildfire risk area.
4. Where approved, the fire code official shall issue a permit to carry out a hot work program. Their program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in their chapter and shall be responsible for issuing permits requiring compliance with the requirements found in chapter 34. These permits shall be issued only to their employees or hot work operations under their supervision.

- (10) IFC 105.6.29 is deleted.

- (11) IFC 105.6.30 is deleted.

- (12) IFC 105.6.43 is amended to read as follows:

IFC 105.6.43 Repair garages. An operational permit is required for operation of repair garages.

- (13) IFC 105.7, inclusive of IFC 105.7.1 through IFC 105.7.25, are deleted.

- (14) IFC 110.4 is amended to read as follows (although IFC 110.4.1 shall remain as provided in the 2018 IFC):

IFC 110.4 Violations penalties. Persons shall not violate any provision of their code; fail to comply with any of the requirements thereof; or erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of their code. Violations shall be punishable pursuant to section 1-8 of the City of Minot Code of Ordinances. Each violation shall constitute a separate violation. Each day any person violates any provision of their code shall constitute a separate offense.

- (15) IFC 110.5 is enacted to read as follows:

IFC 110.5 Remedies cumulative.

The remedies provided for in their code shall be considered cumulative to, or alternative to, the remedies set forth in chapter 9, or chapter 22, or both, of the Code of Ordinances.

- (16) IFC 112.4 is amended to read as follows:

IFC 112.4 Failure to Comply.

No person shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition. A violation of their provision shall be punishable pursuant to section 1-8 of the City of Minot Code of Ordinances. Each day any person violates any provision of their code shall constitute a separate offense.

- (17) IFC 202 General Definitions. The following definitions are amended to read as follows:

Commercial Motor Vehicle. A motor vehicle used to transport passengers or property or motorized equipment where the motor vehicle or equipment:

1. Has a gross vehicle weight of 10,000 pounds (454kg) or more; or
2. Has a combined fleet weight of 26,000 pounds or more; or
3. Is designed to transport 16 or more passengers, including the driver.

Group E, day care facilities. Their group includes buildings and structures or portions thereof occupied by more than 18 children older than 2½ years of age who receive educational, supervision or personal care services for less than 24 hours a day.

Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, or R-4 or I, including:

Boarding houses (non-transient) with 16 or fewer occupants

Building that do not contain more than two dwelling units.

Child care facilities that provide accommodations for eighteen or few[er] persons of any age for less than 24 hours.

Congregate living facilities (non-transient) with 16 or fewer occupants

Congregate living facilities (transient) with 10 or fewer occupants

Lodging houses with five or fewer guest[s].

- (18) IFC 308.1.4 is amended to read as follows:

IFC 308.1.4 Open flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet of combustible construction.

Exceptions:

1. One- and two-family dwellings
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 47.8 pounds (nominal 20 pounds LP-gas capacity) Devices using deep oil containers, (i.e. turkey fryers), are not included in their exception.

- (19) IFC 603.4 is amended to read as follows:

IFC 603.4 Portable unvented heaters. Portable unvented fuel-fired heaters shall be prohibited in occupancies in Group A, E, I, R-1, R-2, R-3, and R-4.

- (20) IFC 806.1.1 is amended to read as follows:

IFC 806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, and R-4 occupancies.

Exceptions:

1. Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.1.2 shall not be prohibited in Groups A, E, M, R-1 and R-2.
2. Trees shall be allowed within dwelling units in Group R-2 occupancies.
3. Trees located in churches and other places of worship provided each tree has a two-day supply of water which when full covers the tree stem no less than two inches.

- (21) IFC 903.2.8 is amended to read as follows:

IFC 903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Sprinklers are not required in single family dwelling or residential buildings that contain no more than two dwelling units.

- (22) IFC 903.2.9 is amended to read as follows:

IFC 903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all

buildings containing a Group S-1 occupancy where one of the following conditions exists.

1. A Group S-1 fire area exceeds 12,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all group S-1 fire areas on all floors, including mezzanines, exceeds 24,000 square feet.
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.
5. A Group S-1 occupancy used for the storage of upholster furniture or mattresses exceeds 2,500 square feet.
6. A Group S-1 fire area where the usage is not determined at the time of the building permit.

(23) IFC 903.3.1.1.1 is amended to read as follows:

IFC 903.3.1.1.1 exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an automatic fire detection system in accordance with section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp or fire-resistance-rated construction or contains electrical equipment.

1. A room where the application of water, or flame and water constitute serious or fire hazard.
2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 hrs.
4. Rooms or areas that are noncombustible construction with wholly noncombustible contents.
5. Fire service access elevator machine rooms and machinery.
6. Machine rooms, machinery spaces, control rooms, and control spaces associates with occupant evacuation elevator designed in accordance with section 3008 of the International Building Code.
7. Sprinkler heads in unoccupied mall tenant spaces maybe installed at ceiling height if allowed by the code official. Permission will be granted on an individual basis. Combustible storage shall not be allowed in these unoccupied tenant spaces if sprinkler heads are installed at ceiling height. Signage shall be provided outlining the storage restriction.

(24) IFC 903.3.5.3 is enacted to read as follows:

903.3.5.3 Water Supply Pipe. Pipe and fittings for fire service water supply piping from 5' outside building to the first flange above the floor shall be as listed in NFPA 24. Ductile iron pipe shall be protected from corrosion with sacrificial cathodic protection.

- (25) IFC 905.3.1 is amended to read as follows:

IFC 905.3.1. Building height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than thirty feet above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located more than thirty feet below the highest level of fire department vehicular access.

- (26) IFC 905.3.4 is amended to read as follows:

IFC 905.3.4 Stages. Stages greater than 1,000 square feet (93 m²) in area shall be equipped with a Class I stand pipe system on each side of the stage.

- (27) IFC 905.5 and 905.6 are deleted.

- (28) IFC 907.2.10.1 is amended to read as follows:

IFC 907.2.10.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following location in group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping areas to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjunct levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

- (29) IFC 907.2.10.2 is amended to read as follows:

IFC 907.2.10.2 Group R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed in all of the following location in group R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In every room in the path of the means of egress from the sleeping areas to the door leading from the sleeping unit.
4. In each story within the dwelling unit, including basements, but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split level and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

5. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

(30) IFC 907.8.3 is deleted.

(31) IFC 1030.3 is amended to read as follows:

IFC 1030.3 Maximum Height from floor. Emergency Escape and rescue opening shall have the bottom of the clear opening not greater than 48 inches measure from the floor.

(32) IFC 2303.1 is amended to read as follows:

IFC 2303.1 Location of dispensing devices: Dispensing devices shall be located as follows:

1. 10 feet or more from lot lines.
2. 10 feet or more from buildings having combustible exterior wall surfaces that are not part of a 1-hour fire-resistance-rated assembly or buildings having combustible overhangs. Exception; Canopies constructed accordance with the International building Code providing weather protection for the fuel island.
3. Such that all portions of the vehicle being fueled will be on the premises of the motor fuel-dispensing facility.
4. Such that the nozzle, when the hose is fully extended, will not reach within 5 feet of the building openings.
5. Twenty feet or more from fixed sources of ignition.
6. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where class I liquids are dispensed.

(33) IFC section 6103.2.1.6 is amended to read as follows:

IFC 6103.2.1.6 Portable LP-Gas Containers. Portable LP-gas containers are allowed to be used to supply approved self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of 12 pounds.

(34) Adopt Appendix B in its entirety.

(35) Adopt Appendix C in its entirety.

(36) Adopt Appendix D in its entirety.

Sec. 13-41. Restrictions on the storage of explosive and flammable materials and the use of fireworks.

To the extent that the IFC refers to geographical limits—which limits are specified or established outside the IFC—within which the storage of flammable cryogenic fluids, Class I and Class II liquids, and liquefied petroleum gas is either prohibited or restricted (depending, at times, upon the amount of such materials involved or other circumstances specified in the IFC), such geographic limits shall be deemed to be the entire territorial jurisdiction to which the IFC applies, except to the extent that such activity is specifically allowed in a conditional use permit issued by the city council under the zoning ordinance.

Sec. 13-42. Parking in fire lanes prohibited.

- (a) The designation of fire lanes on private property by the owner thereof, which shall be dedicated for public use, shall be approved by the fire marshal of the city and the chief of police.
- (b) The parking of a motor vehicle within a designated fire lane or otherwise obstructing a designated fire lane is prohibited.

Sec. 13-43. Conflicting provisions.

Inconsistencies between the fire code as amended by this article and other parts of the city Code of Ordinances shall be resolved in favor of the other parts of the Code of Ordinances.

This article shall become effective upon final passage and approval. No repeal or amendment accomplished hereunder shall abate any right of enforcement or cause of action which the city may enjoy immediately prior to the effective date of this article.

Sec. 13-44. Charge Inspection Fees.

All fire permit, license, and inspection fees shall be set by resolution by the Minot City Council and such resolution shall be filed with the City Finance Director's Office.

§2 This ordinance shall become effective upon final passage and approval.

Passed and adopted this ____ day of _____, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING CHAPTER 13 (FIRE PREVENTION AND PROTECTION) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA TO ALLOW THE CITY COUNCIL TO ESTABLISH FIRE PERMIT, LICENSE, AND INSPECTION FEES BY RESOLUTION.

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

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

WHEREAS, the City Council desires to set fees for fire code permits, licenses, and compliance inspections by resolution; and

WHEREAS, the City Council further desires to grant its fire chief or their designee the power to charge fees for fire code permits, licenses, and compliance inspections; and

WHEREAS, the City Council further desires to amend the existing Chapter 13, Code of Ordinances, to rectify clerical errors, update, modernize, and remove outdated language and bring the existing ordinance into alignment with current practices; and

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

§1 CHAPTER 13 (FIRE PREVENTION AND PROTECTION) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA, is hereby repealed and reenacted as follows:

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Careless smoking; notice in hotel rooms.

- (a) It shall be unlawful for any person, in a careless, negligent or reckless manner, while smoking or attempting to light or smoke tobacco to set fire to any building, furniture, curtains, drapes, house or household fittings or furnishings in any hotel, public rooming house, tenement house, or public building.
- (b) A plainly printed notice shall be posted in a conspicuous place in each sleeping room of all hotels, public rooming houses, lodging houses and

other places of public assemblage within the city advising tenants of the provisions of this section.

Sec. 13-2. Fire to be reported immediately.

Every fire occurring in or about any building within the city shall be reported immediately to the fire department.

Secs. 13-3, 13-4. Reserved.

Editor's note(s)—Sections 13-3, 13-4 and 13-6, derived from Rev. Gen. Ords. 1962, §§ 8-0103, 12-0109 and 12-0111, were repealed by Ord. No. 2443, § 2, adopted June 15, 1981. Said sections prohibited the taking of fire department property, required that permission be obtained to enter or occupy rooms used by the fire department, and dealt with the use and sale of fireworks.

Sec. 13-5. Obstructing ~~firemen~~ firefighter.

It shall be unlawful to obstruct any ~~firemen~~ firefighter in the performance of ~~his~~ their duties.

Sec. 13-6. Reserved.

Note(s)—See the editor's note to § 13-3.

Secs. 13-7—13-16. Reserved.

ARTICLE II. FIRE DEPARTMENT

DIVISION 1. GENERALLY

Sec. 13-17. Composition; eligible persons.

The fire department shall consist of a fire chief, ~~the fire marshal who shall be the head of the bureau of fire prevention,~~ and as many ~~firemen~~ firefighters as the city council determines to be adequate. The fire chief, ~~the fire marshal,~~ and ~~firemen~~ firefighters shall be appointed by the city manager pursuant to Chapter 24 of the Code of Ordinances.

Sec. 13-18. ~~Firemen~~ Firefighters to comply with rules and regulations.

~~Firemen~~ Firefighters shall strictly comply with all rules and regulations of the fire department, and shall promptly and implicitly obey all orders given by the fire chief or acting fire chief.

Sec. 13-19. Members to have certain powers of police.

All members of the fire department shall have, while on active duty, the same powers as ~~policemen~~ police officers while on duty, and are authorized to arrest any person who interferes or attempts to interfere with, or ~~retards or attempts to retard or~~ hinders or attempts to hinder any member of the fire department in the performance of ~~his~~ their duty.

Sec. 13-20. Police force to assist fire department.

Any member of the police department, when requested by the city manager or fire chief, shall report to all fires and assist in extinguishing the fire, protect property, preserve order and lend their aid and assistance in any useful manner directed by the official in command.

~~Sec. 13-21. Use of intoxicating liquor prohibited.~~

~~No person connected with the fire department shall use any intoxicating liquor while on duty. No person, during a fire, shall bring on the ground any intoxicating liquor, or give or furnish any intoxicating liquor to any fireman when on duty unless by order of the fire chief or of a practicing physician.~~

Sec. 13-22 21. When awards may be accepted.

Any member of the fire department may, with the consent of the city council and not otherwise, receive and retain any present or reward tendered to ~~him~~ them for meritorious service in the discharge of his their duty.

Secs. 13-~~23~~ 22—13-27. Reserved.

DIVISION 2. FIRE CHIEF

Sec. 13-28. Powers and duties of fire chief.

The duties and powers of the fire chief are as follows:

~~(a)~~

~~(b a)~~ *To make monthly and other reports.* ~~He~~ The fire chief shall make written reports at the end of each month, and more often when required to do so by the city manager. ~~On the first Mondays of January and July he shall make a written report, including a summary of his monthly reports, upon the conditions of the fire department, the number of fires that have occurred in the city since his last report, and the cause of the fires as far as can be ascertained, the amount of insurance upon buildings destroyed or damaged and the names of the owners or occupants of the buildings as near as can be ascertained.~~ The report shall be filed in the office of the city manager. The city manager ~~at the first regular~~ at a regular city council meeting ~~meeting of the city council in January and July,~~ shall present ~~to it~~ the report of the fire chief.

~~(e b)~~ *Responsibility for equipment.* ~~He~~ The fire chief shall have charge of, and be responsible for, all fire equipment and see that it is kept in repair, in efficient working order and ready for instant use. ~~He~~ The fire chief shall promptly report to the city manager any serious injuries to or defects in any of the fire apparatus belonging to the city.

~~(d c)~~ *Prescribe rules and regulations.* ~~He~~ The fire chief shall prescribe such rules and regulations for the operation of the department as are in ~~his~~ their judgment necessary to secure the best and most efficient service.

- (e-d) *Assign firemen—firefighters.* ~~He~~ The fire chief shall assign ~~firemen~~ firefighters to such positions in the department as they are best qualified to fill, subject to approval of the city manager.
- ~~(f) —Be present in city. He shall not leave the city without the consent of the city manager and shall attend all fires in the city unless excused by the city manager.~~
- ~~(g-e)~~ *Investigate fires.* ~~He~~ The fire chief shall immediately after each fire carefully and thoroughly investigate the cause of the fire, and may call ~~the~~ on the chief of police department for assistance.
- ~~(h f)~~ *Control and enforce discipline.* The fire chief under the direction of the city manager shall have absolute control and command over all persons connected with the fire department and shall possess full power and authority to enforce discipline in the department.
- ~~(i-g)~~ *Prescribe limits at fire.* ~~He~~ The fire chief may prescribe limits in the vicinity of any fire within which no person shall be permitted to enter except those who reside therein, ~~firemen~~ firefighters ~~policemen~~ police officers, and those admitted by ~~his~~ the fire chief's order.
- ~~(j-h)~~ *May order removal of property.* At all fires, ~~he~~ The fire chief shall have the power to remove any property if it becomes necessary for the preservation of the property, to prevent the spreading of fire, or to protect adjoining property.
- ~~(k i)~~ *Authority at fires.* ~~He~~ The fire chief shall have absolute command at fires. In the absence of the fire chief, the assistant chief officer shall have command. All members of the fire department and bystanders shall observe and obey the directions and orders of the officer in command.
- ~~(Lj)~~ *May require assistance.* The fire chief shall have power to command such assistance from persons attending any fire, not members of the fire department, for the extinguishment of fires and the preservation of property exposed to fire as may in ~~his~~ the fire chief's judgment be required.
- ~~(† k)~~ *Charge inspection fees.* The Fire Chief or their designee shall charge fees as established by the City Council for fire permits, licenses, and code compliance inspections, except when such building or premises is owned by state or local government. It shall be the duty of every person maintaining or operating a business or premises to pay the inspection fees.

Secs. 13-29—13-38. Reserved.

ARTICLE III. FIRE CODE

Sec. 13-39. International Fire Code adopted.

- (a) The International Fire Code, 2018 Edition (published by the International Code Council Inc.), is by reference thereto incorporated herein as fully as though set out at length hereafter (except and to the extent that the provisions there of are deleted, modified or amended in section 13-40 and section 13-41 below). References in the Code of Ordinances to the fire code shall mean the fire code adopted hereby. Notwithstanding anything to the contrary therein, the fire code may be referred as:
- (1) "the International Fire Code, 2018 Edition";
 - (2) "the Fire Code of the City of Minot, ND";
 - (3) "the IFC";
 - (4) "the fire prevention code";
 - (5) "the fire code"; or
 - (6) "this code".
- (b) One (1) copy of the IFC shall be maintained at all times in the office of the city clerk for public inspection. Sec. 13-40. Amendments to the fire code.

The IFC referred to in section 13-39 is amended as provided in the following subsections.

- (1) IFC 101.1 is amended to read as follows:
- 101.1 Title.** These regulations shall be known as the Fire Code of the City of Minot, ND, hereinafter referred to as "their code."
- (2) IFC 102.4 is amended to read as follows:
- 102.4 Application of Building Code.** The design and construction of new structures shall comply with the International Building Code as amended by the State of North Dakota. And any alterations, additions, changes in use or changes in structures required by their code which are within the scope of the International Building Code as amended by the State of North Dakota shall be made in accordance therewith.
- (3) IFC 104.9 is amended to read as follows:
- 104.9 Alternative materials and methods.** Appeals regarding the suitability of alternate materials, types of construction, or code interpretation shall be made as established under section 9-2(6) of the City of Minot Code of Ordinances.
- (4) IFC 105.6.1 is deleted.
- (5) IFC 105.6.8 is amended to read as follows:

IFC 105.6.8 An operational permit is required for carbon dioxide systems used in beverage dispensing applications having more than 500 pounds of Carbon Dioxide.

- (6) IFC 105.6.10 is deleted.
- (7) IFC 105.6.14 is deleted.
- (8) IFC 105.6.20 is deleted.
- (9) IFC 105.6.23 is amended to read as follows:

IFC 105.6.23 Hot work operations.

An operational permit is required for hot work including, but not limited to:

- 1. Use of portable hot work equipment inside a structure. Exception: Work that is conducted under a construction permit.
- 2. Fixed-site hot work equipment, such as welding booths.
- 3. Hot work conducted within a wildfire risk area.
- 4. Where approved, the fire code official shall issue a permit to carry out a hot work program. Their program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in their chapter and shall be responsible for issuing permits requiring compliance with the requirements found in chapter 34. These permits shall be issued only to their employees or hot work operations under their supervision.

- (10) IFC 105.6.29 is deleted.
- (11) IFC 105.6.30 is deleted.
- (12) IFC 105.6.43 is amended to read as follows:

IFC 105.6.43 Repair garages. An operational permit is required for operation of repair garages.

- (13) IFC 105.7, inclusive of IFC 105.7.1 through IFC 105.7.25, are deleted.
- (14) IFC 110.4 is amended to read as follows (although IFC 110.4.1 shall remain as provided in the 2018 IFC):

IFC 110.4 Violations penalties. Persons shall not violate any provision of their code; fail to comply with any of the requirements thereof; or erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of their code. Violations shall be punishable pursuant to section 1-8 of the City of Minot Code of Ordinances. Each violation shall constitute a separate violation. Each day any person violates any provision of their code shall constitute a separate offense.

- (15) IFC 110.5 is enacted to read as follows:

IFC 110.5 Remedies cumulative.

The remedies provided for in their code shall be considered cumulative to, or alternative to, the remedies set forth in chapter 9, or chapter 22, or both, of the Code of Ordinances.

- (16) IFC 112.4 is amended to read as follows:

IFC 112.4 Failure to Comply.

No person shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition. A violation of their provision shall be punishable pursuant to section 1-8 of the City of Minot Code of Ordinances. Each day any person violates any provision of their code shall constitute a separate offense.

- (17) IFC 202 General Definitions. The following definitions are amended to read as follows:

Commercial Motor Vehicle. A motor vehicle used to transport passengers or property or motorized equipment where the motor vehicle or equipment:

1. Has a gross vehicle weight of 10,000 pounds (454kg) or more; or
2. Has a combined fleet weight of 26,000 pounds or more; or
3. Is designed to transport 16 or more passengers, including the driver.

Group E, day care facilities. Their group includes buildings and structures or portions thereof occupied by more than 18 children older than 2½ years of age who receive educational, supervision or personal care services for less than 24 hours a day.

Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, or R-4 or I, including:

Boarding houses (non-transient) with 16 or fewer occupants

Building that do not contain more than two dwelling units.

Child care facilities that provide accommodations for eighteen or few[er] persons of any age for less than 24 hours.

Congregate living facilities (non-transient) with 16 or fewer occupants

Congregate living facilities (transient) with 10 or fewer occupants

Lodging houses with five or fewer guest[s].

- (18) IFC 308.1.4 is amended to read as follows:

IFC 308.1.4 Open flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet of combustible construction.

Exceptions:

1. One- and two-family dwellings
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 47.8 pounds (nominal 20 pounds LP-gas)

capacity) Devices using deep oil containers, (i.e. turkey fryers), are not included in their exception.

- (19) IFC 603.4 is amended to read as follows:

IFC 603.4 Portable unvented heaters. Portable unvented fuel-fired heaters shall be prohibited in occupancies in Group A, E, I, R-1, R-2, R-3, and R-4.

- (20) IFC 806.1.1 is amended to read as follows:

IFC 806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, E, I-1, I-2, I-3, I-4, M, R-1, R-2, and R-4 occupancies.

Exceptions:

1. Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.1.2 shall not be prohibited in Groups A, E, M, R-1 and R-2.
2. Trees shall be allowed within dwelling units in Group R-2 occupancies.
3. Trees located in churches and other places of worship provided each tree has a two-day supply of water which when full covers the tree stem no less than two inches.

- (21) IFC 903.2.8 is amended to read as follows:

IFC 903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Sprinklers are not required in single family dwelling or residential buildings that contain no more than two dwelling units.

- (22) IFC 903.2.9 is amended to read as follows:

IFC 903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists.

1. A Group S-1 fire area exceeds 12,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all group S-1 fire areas on all floors, including mezzanines, exceeds 24,000 square feet.
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.
5. A Group S-1 occupancy used for the storage of upholster furniture or mattresses exceeds 2,500 square feet.
6. A Group S-1 fire area where the usage is not determined at the time of the building permit.

- (23) IFC 903.3.1.1.1 is amended to read as follows:

IFC 903.3.1.1.1 exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an automatic fire detection system in accordance with section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp or fire-resistance-rated construction or contains electrical equipment.

1. A room where the application of water, or flame and water constitute serious or fire hazard.
2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 hrs.
4. Rooms or areas that are noncombustible construction with wholly noncombustible contents.
5. Fire service access elevator machine rooms and machinery.
6. Machine rooms, machinery spaces, control rooms, and control spaces associates with occupant evacuation elevator designed in accordance with section 3008 of the International Building Code.
7. Sprinkler heads in unoccupied mall tenant spaces maybe installed at ceiling height if allowed by the code official. Permission will be granted on an individual basis. Combustible storage shall not be allowed in these unoccupied tenant spaces if sprinkler heads are installed at ceiling height. Signage shall be provided outlining the storage restriction.

(24) IFC 903.3.5.3 is enacted to read as follows:

903.3.5.3 Water Supply Pipe. Pipe and fittings for fire service water supply piping from 5' outside building to the first flange above the floor shall be as listed in NFPA 24. Ductile iron pipe shall be protected from corrosion with sacrificial cathodic protection.

(25) IFC 905.3.1 is amended to read as follows:

IFC 905.3.1. Building height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than thirty feet above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located more than thirty feet below the highest level of fire department vehicular access.

(26) IFC 905.3.4 is amended to read as follows:

IFC 905.3.4 Stages. Stages greater than 1,000 square feet (93 m²) in area shall be equipped with a Class I stand pipe system on each side of the stage.

(27) IFC 905.5 and 905.6 are deleted.

(28) IFC 907.2.10.1 is amended to read as follows:

IFC 907.2.10.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following location in group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping areas to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjunct levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

(29) IFC 907.2.10.2 is amended to read as follows:

IFC 907.2.10.2 Group R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed in all of the following location in group R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In every room in the path of the means of egress from the sleeping areas to the door leading from the sleeping unit.
4. In each story within the dwelling unit, including basements, but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split level and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
5. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

(30) IFC 907.8.3 is deleted.

(31) IFC 1030.3 is amended to read as follows:

IFC 1030.3 Maximum Height from floor. Emergency Escape and rescue opening shall have the bottom of the clear opening not greater than 48 inches measure from the floor.

(32) IFC 2303.1 is amended to read as follows:

IFC 2303.1 Location of dispensing devices: Dispensing devices shall be located as follows:

1. 10 feet or more from lot lines.

2. 10 feet or more from buildings having combustible exterior wall surfaces that are not part of a 1-hour fire-resistance-rated assembly or buildings having combustible overhangs. Exception; Canopies constructed accordance with the International building Code providing weather protection for the fuel island.
3. Such that all portions of the vehicle being fueled will be on the premises of the motor fuel-dispensing facility.
4. Such that the nozzle, when the hose is fully extended, will not reach within 5 feet of the building openings.
5. Twenty feet or more from fixed sources of ignition.
6. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where class I liquids are dispensed.

(33) IFC section 6103.2.1.6 is amended to read as follows:

IFC 6103.2.1.6 Portable LP-Gas Containers. Portable LP-gas containers are allowed to be used to supply approved self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of 12 pounds.

(34) Adopt Appendix B in its entirety.

(35) Adopt Appendix C in its entirety.

(36) Adopt Appendix D in its entirety.

Sec. 13-41. Restrictions on the storage of explosive and flammable materials and the use of fireworks.

To the extent that the IFC refers to geographical limits—which limits are specified or established outside the IFC—within which the storage of flammable cryogenic fluids, Class I and Class II liquids, and liquefied petroleum gas is either prohibited or restricted (depending, at times, upon the amount of such materials involved or other circumstances specified in the IFC), such geographic limits shall be deemed to be the entire territorial jurisdiction to which the IFC applies, except to the extent that such activity is specifically allowed in a conditional use permit issued by the city council under the zoning ordinance.

Sec. 13-42. Parking in fire lanes prohibited.

- (a) The designation of fire lanes on private property by the owner thereof, which shall be dedicated for public use, shall be approved by the fire marshal of the city and the chief of police.
- (b) The parking of a motor vehicle within a designated fire lane or otherwise obstructing a designated fire lane is prohibited.

Sec. 13-43. Conflicting provisions.

Inconsistencies between the fire code as amended by this article and other parts of the city Code of Ordinances shall be resolved in favor of the other parts of the Code of Ordinances.

This article shall become effective upon final passage and approval. No repeal or amendment accomplished hereunder shall abate any right of enforcement

or cause of action which the city may enjoy immediately prior to the effective date of this article.

Sec. 13-44. Charge Inspection Fees.

All fire permit, license, and inspection fees shall be set by resolution by the Minot City Council and such resolution shall be filed with the City Finance Director's Office.

§2 This ordinance shall become effective upon final passage and approval.

Passed and adopted this ____ day of _____, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING FIRE PERMIT, LICENSE, AND INSPECTION FEES FOR FIRE CODE COMPLIANCE INSPECTIONS PURSUANT TO SECTION 13-44 OF CHAPTER 13 (FIRE PREVENTION AND PROTECTION), ARTICLE III (FIRE CODE) CODE OF ORDINANCES, CITY OF MINOT, NORTH DAKOTA.

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

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

WHEREAS, the City Council of the City of Minot has granted its fire chief or their designee the power to charge inspection fees for fire code compliance inspections and has the authority under Minot City Ordinance Sec. 13-44 to set fire code compliance inspection fees by resolution; and

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

1. The following fire permit, license, and inspection fees for fire code compliance inspections are hereby established for the City of Minot:

- | | |
|--|-------------------------------------|
| a. Annual Operational Fire Permits | \$60.00 |
| b. IFC Section 105.5.42 Pyrotechnic special effects materials | \$120 + \$85/hr.
(2 hr. minimum) |
| c. Daycare Center – Commercial | \$60/year |
| d. Home daycare inspections | \$25/year |
| e. Tent permit | \$50.00 |
| f. Construction Permits | \$85.00 |
| g. Re-Inspection Fees | |
| i. Re-inspection Fee – first visit | No charge |
| ii. Overdue Violation Fee | \$60.00 |
| (Violation not corrected after 45 days and \$60.00 for each 15-day period following) | |

2. This Resolution shall be effective upon approval of the City Council and shall remain in effect until modified or terminated by the City Council.

Passed and adopted this ____ day of _____, 2024.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor



TO: Mayor Thomas Ross
Members of the City Council

FROM: Jason Sorensen, Utilities Director

DATE: December 18, 2023

SUBJECT: TRANSIT CENTER APPROVE PLANS AND SPECIFICATIONS AND 1ST STREET SW TRAFFIC REVISIONS (4171)

I. RECOMMENDED ACTION

1. Recommend the Council approve plans and specifications and authorize a call for bids for the transit center.
2. It is recommended that Council pass the following parking related ordinances due to the Minot Transit Center relocation:
 - a. Restrict parking on the west side of 1st Street SW between Burdick Expwy W and 3rd Avenue SW
 - b. Restrict parking on the west side of 1st Street SW between 3rd Avenue SW and 2nd Avenue SW
 - c. Restrict parking on the west side of 1st Street SW for 210-feet north of 2nd Avenue SW
 - d. Restrict parking to transit vehicles only for the east side of 1st Street SW between 3rd Avenue SW and 2nd Avenue SW

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director	857-4140
Brian Horinka, Transit Superintendent	857-4140

III. DESCRIPTION

A. Background

Public Works is in the process of relocating the transit transfer center from the Minot Municipal Auditorium to Renaissance Parking Structure located at 205 1st Street SW in downtown Minot. The location is ideally situated one block from Main Street and adjacent to City Hall. The relocation of the transit transfer station is anticipated to help revitalize the downtown area by offering regular and convenient public transit service to downtown Minot. The relocation requires the renovation of an interior space as well as roadway concessions to allow for transit pick-up and drop-off operations.

The selected location for the Transit Transfer Center is based on results from the Transit Comprehensive System Analysis completed in 2013. Many different locations were studied. In the end, the location needs to be near Burdick and Broadway to work with the current route system in place.

B. Proposed Project

This project will renovate and remodel a section of the retail space in the northwest corner of the Renaissance Parking Structure at 205 1st St SW to use as a downtown transit transfer facility. This facility will provide a location central

to all fixed routes in downtown Minot to allow for efficient movement of passengers throughout the transit system.

Over the last several weeks, the design team has been meeting with staff to seek the input needed for the project’s design documents. That process is now complete and the plans are ready for bidding.

Pending authorization to seek bids for the transfer center the Public Works and Engineering departments are proposing a reallocation of parking on 1st Street SW to enable safe, efficient and ADA compliant pick-up and drop-off operations. At the heart of the reallocation is the block of 1st Street SW directly adjacent to the proposed transit transfer station. It is proposed that parking on the east side of this segment of 1st Street SW be dedicated only to transit-related vehicles. The transit parking area on the east side of 1st would consist of a striped area fourteen feet from the face of the curb designated as a loading/unloading zone.

To accommodate this shift on 1st Street SW between 2nd Avenue SW and 3rd Avenue SW, it is recommended to also make changes north and south of this segment to allow for consistent, efficient, and safe traffic movements.

A layout of the parking plan is provided as an attachment to this council memo.

C. Consultant Selection

EAPC Architects was selected as part of a competitive RFQ process.

IV. IMPACT:

A. Strategic Impact:

The relocation of the transit transfer station has long been sought to be in downtown Minot. This location is ideally situated as it provides a central location to all six current transit routes and the two additional routes that will be added for expansion in 2024.

B. Service/Delivery Impact:

This parking modification on 1st Street SW will provide safe and efficient pick-up and drop-off operations for the new transit transfer station in downtown Minot.

C. Fiscal Impact:

Project Costs

Transit Center Cost Estimate		
Cost Category	Cost Estimate	Over/(Under) Budget
Base Bid Construction Costs	\$ 354,890.75	
Bid Contingency	\$ 62,105.88	
Project A&E Services	\$ 33,000.00	
Total Project Cost No Alternates	\$ 449,996.63	\$ (50,003.37)
Alternate #1 Exterior Signage	\$ 9,400.00	
Alternate #2 Office Cabinets	\$ 5,287.50	
Alternate #3 Window Canopies	\$ 19,387.50	
Alternate #4 Planters	\$ 122,910.00	
Total Project Cost All Alternates	\$ 156,985.00	
Total Project Cost With Alternates	\$ 606,981.63	\$ 106,981.63

Project Funding

This project is accounted for in the 2023 City Budget. There is currently \$500,000.00 approved for this project. The approved section 5339 grant will reimburse \$400,000.00 (80%) of the costs of this project with the remaining \$100,000.00 (20%) required match coming from local mill levy.

V. CITY COUNCIL ASPIRATIONS

This project will be able to meet all of the council's aspirations.

VI. ALTERNATIVES

Alternative 1: Council could elect to not move forward with project bidding. If this is the council's desire, staff would need some direction on how to proceed. Finding an alternate site would likely require purchasing land and building a stand-alone facility. This could potentially push the cost into the \$1 million to \$2 million range. Staff could seek additional grant funding to cover the additional costs, but this would delay this project by two to three years. If the council were to decide not to move forward with the project any further. Grant funds will cover 80% of what we have currently spent and the remaining funds will be returned.

Alternative 2: Council could elect to delay an authorization to call for bids. This is currently a good time to be bidding a project of this nature. Delaying too long could result in a higher priced bidding climate and we are already over budget with all alternates added in.

Parking Alternatives:

Alternative 1: Council could elect to reject the proposed parking related ordinances. This could delay the opening of the transit facility as safe and efficient pick-up and drop-off operations would need a different solution.

Alternative 2: Council could choose to remove sections of the proposed parking restriction. One such option is not to restrict parking on 1st Street SW between 3rd Avenue SW and Burdick Expwy E, this could increase crash potential at the 1st Street SW and 3rd Avenue SW due to northbound/southbound alignment shifts.

Alternative 3: Council could choose to have 1st Street SW between 3rd Avenue SW and Burdick Expwy W to have a similar layout to 1st Street SW between 1st Avenue SW and 2nd Avenue SW. This alternative is acceptable to both Engineering and Public Works. It should be noted that this alternative would likely lose two to three additional parking spaces in this segment compared to the proposed ordinance to allow for the shifting of travel lanes.

VII. TIME CONSTRAINTS

Approval by the Council is needed before the Transit Transfer Center can go out for bids with parking modifications included in the plans and specifications.

VIII. LIST OF ATTACHMENTS

- A. Transit Center rendering
- B. Transit Center design floorplan
- C. Transit Center 1st Street SW Parking Revisions



Minot City Transit Transit Transfer Center Location Analysis





Minot City Transit Transit Transfer Center Overview

A Transit System Analysis was completed in 2013 by Nelson/Nygaard Consulting Associates and as a part of that study potential sites to build a downtown transit transfer facility were reviewed.

Minot City Transit began using the City Auditorium as a transfer center in October 2015. This was always intended to be a temporary location until a more suitable central location could be acquired for a permanent bus transfer center.

While many trips on MCT can be made without making a transfer to other routes, perhaps as many as half of trips require a single transfer. Therefore, in a “hub and spoke” system such as this, it is critical that the central transfer facility be as accommodating as possible for passengers. Similarly, it is important that transit vehicles can safely and easily access this facility, and that vehicles can layover between runs and there are adequate driver break facilities.

At the time of the study 9 potential sites were identified and evaluated in the downtown area. Of those, four of them were deemed unusable due to the distance from the center of town. One additional site at 202 2nd ST SE has been identified since the study was completed and has also been included in this analysis.



Minot City Transit

Transit Transfer Center

Basic Criteria

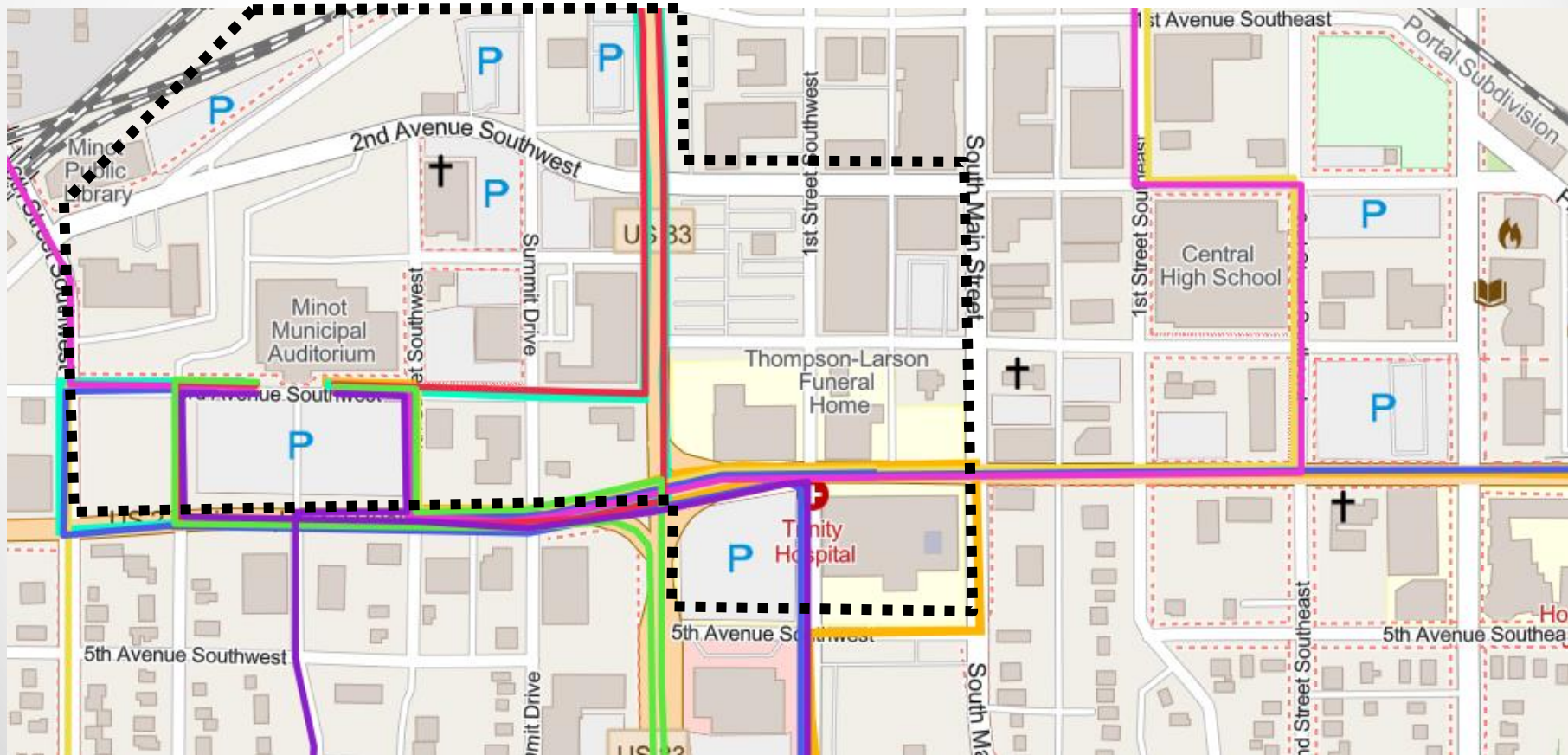
To identify a list of potential candidate sites several basic criteria are used

- Needs to accommodate up to eight buses at the same time (35 – 40 feet each)
When the study was completed 10 years ago space to accommodate 5 buses with future expansion to 8 buses was evaluated.
- Needs to be centrally located
As noted above, Minot has a “hub and spoke” transit system that relies heavily on transfers between routes. As such, the transfer center must be as geographically centered in the community as possible. The downtown area is very centrally located, and is also an important destination, and so was clearly the best location.
- Needs to have good access.
Because transit vehicles and passengers would need to access the transit center from all directions, it is important that the new transit center have good transit and pedestrian access. The site should be accessible via a signalized intersection so that transit vehicles can make both left and right turns, and so that passengers can safely access the location.
- Needs to have proper amenities.
This includes passenger waiting areas, restrooms, customer service kiosk, driver break room, and an office area.



Minot City Transit Transit Transfer Center Preferred Area

- This is the area where a Transfer Center could be located that will allow us to complete all routes within the 25 minute time allotted





- [illegible]



Minot City Transit Transit Transfer Center

A - 100 3rd St SW & 300 2nd Ave SW

Site Pros

1. Controlled access to Broadway at 2nd Ave. SW
2. Currently underutilized
3. Enough space for needed buses and transit center with needed amenities



Site Cons

1. Privately owned
2. West of Broadway from downtown and city hall
3. Would be new construction at a much higher cost
4. Would take at least 2 to 3 years for grant funding, design and construction



Minot City Transit Transit Transfer Center

Site Pros

1. Controlled access to Broadway at 2nd Ave. SW
2. Enough space for needed buses and transit center with needed amenities
3. Possible right-in/right-out access to/from South Broadway.

**B - 100 and 200 South
Broadway & 201 3rd St. SW**



Site Cons

1. Privately owned but underutilized small fraction of larger parcels
2. West of Broadway from downtown and city hall
3. Would be new construction at a much higher cost
4. Would take at least 2 to 3 years for grant funding, design and construction



Minot City Transit Transit Transfer Center

Site Pros

1. City owned
2. Centrally located to current bus routes

C - 225, 227, 229 4th St SW



Site Cons

1. West of Broadway from downtown and city hall and away from activity centers
2. Difficult access to/from Broadway
3. Limited space for building and buses
4. Would be new construction at a much higher cost
5. Would take at least 2 to 3 years for grant funding, design, and construction

[illegible]

1. City owned
2. Centrally located to current bus routes

1. West of Broadway from downtown and city hall and away from activity centers
2. Difficult access to/from Broadway
3. Would be new construction at a much higher cost including additional costs to make the lot level and useable
4. Would take at least 2 to 3 years for grant funding, design and construction



Minot City Transit Transit Transfer Center

Site Pros

1. Controlled access to Broadway at 2nd Ave. SW
2. Enough space for needed buses and transit center with needed amenities
3. Located East of Broadway and in close proximity to City Hall and downtown
4. Parking garage could be used for transit Park-N-Ride services

E - 200, 216, 218 1st St SW



Site Cons

1. Privately owned
2. Would be new construction at a much higher cost
3. Would take at least 2 to 3 years for grant funding, design and construction



Minot City Transit Transit Transfer Center

F - 205 1st St SW

Site Pros

1. Controlled access to Broadway at 2nd Ave. SW
2. Enough space for needed buses and transit center with needed amenities
3. Located East of Broadway and in close proximity to City Hall and downtown
4. Parking garage could be used for transit Park-N-Ride services
5. City owned property, no purchase costs
6. No new construction required – lowering costs significantly
7. Project design complete and ready to go out for bids - could be operational within 6 months after approved
8. Grant funds and local match already approved, small amount of additional funding needed for passenger loading/unloading area improvements
 1. Grant funds available and could be approved and under contract before construction is complete

Site Cons

1. Uses approximately 1200 square feet of space in the retail area of parking garage
2. Realignment of parking on 1st St SW and improvements to existing street area for passenger loading/unloading





Minot City Transit Transit Transfer Center

Site Pros

1. Controlled access to Burdick Expwy via 3rd Street
2. Located East of Broadway and in close proximity to City Hall and downtown

G - 202 2nd St SE



Site Cons

1. Privately owned
2. Limited space for facility and up to seven buses
3. Too far east to operate South 1 and new SouthWest route in 25 minute schedule
4. Too close to Central Campus – traffic congestion during school bell times will disrupt routes
5. Would be new construction at a much higher cost
6. Would take at least 2 to 3 years for grant funding, design and construction

Further Development Options of Renaissance

Garage with Transit Center

- Both recent respondent's to the City's RFP to develop on top of the Downtown Parking Garages expressed concerns about locating the Transit Center into the Renaissance Ramp
 - Not highest and best use of the location
 - Decreases profitability because it uses up retail space that rents higher per square foot
 - In other communities proximity of the transit center decreases the feeling of safety of other neighboring properties, employees, and residents

Further Development Options of Renaissance

Garage with Transit Center (Continued)

- City could wait until after the progress and development of the Central Garage to gauge success and conduct another RFP for Development
- City could explore the possibility of relocating the Police Department on top of the Garage
- City could build out residential and commercial space on the garage and lease out the space. Income would be Program Income from the Federal Grants that could be reinvested back into grant programs and help cover the operational and maintenance costs of the facility
- City could leave it as is, preserve public and employee parking, and lease out the remaining available retail space



Plot Date: 10/19/2023 1:58:27 PM

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

EAPC

Architecture
Interior Design

Engineering
Industrial

TELE **701.839.4547** FAX **701.839.4545**
2080 36th Avenue SW, Suite 210, Minot ND 58701

www.eapc.net

CONSULTANTS

CLIENT
MINOT TRANSIT
AUTHORITY

PROJECT DESCRIPTION
TRANSFER STATION

CITY MINOT
STATE NORTH DAKOTA

ISSUE DATES

PRELIMINARY -
NOT FOR
CONSTRUCTION

DD	DESIGN DEVELOPMENT	10/19/23
MARK	DESCRIPTION	DATE

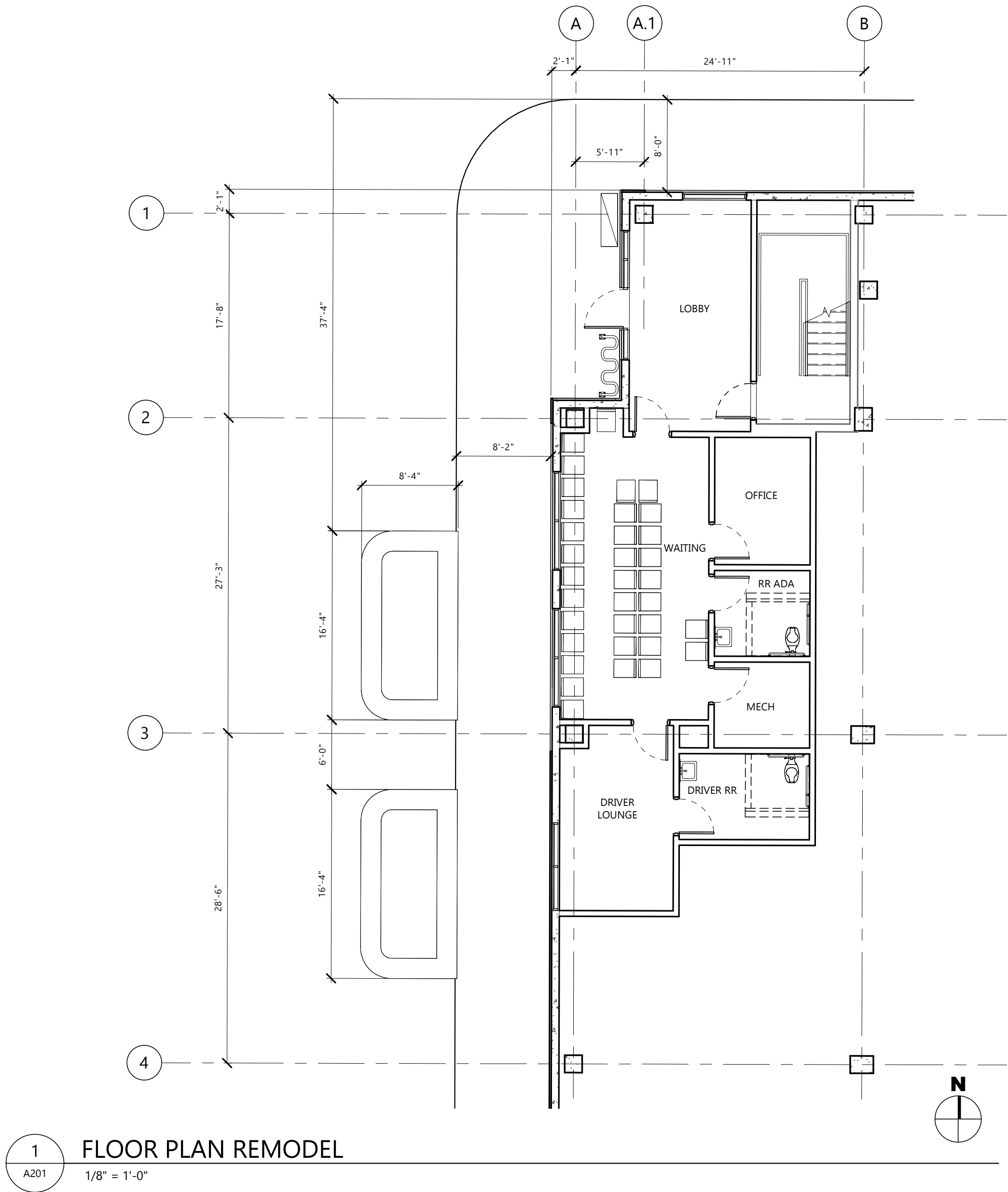
PROJECT NO: 20232290
DRAWN BY: MG/EMC
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STAMP

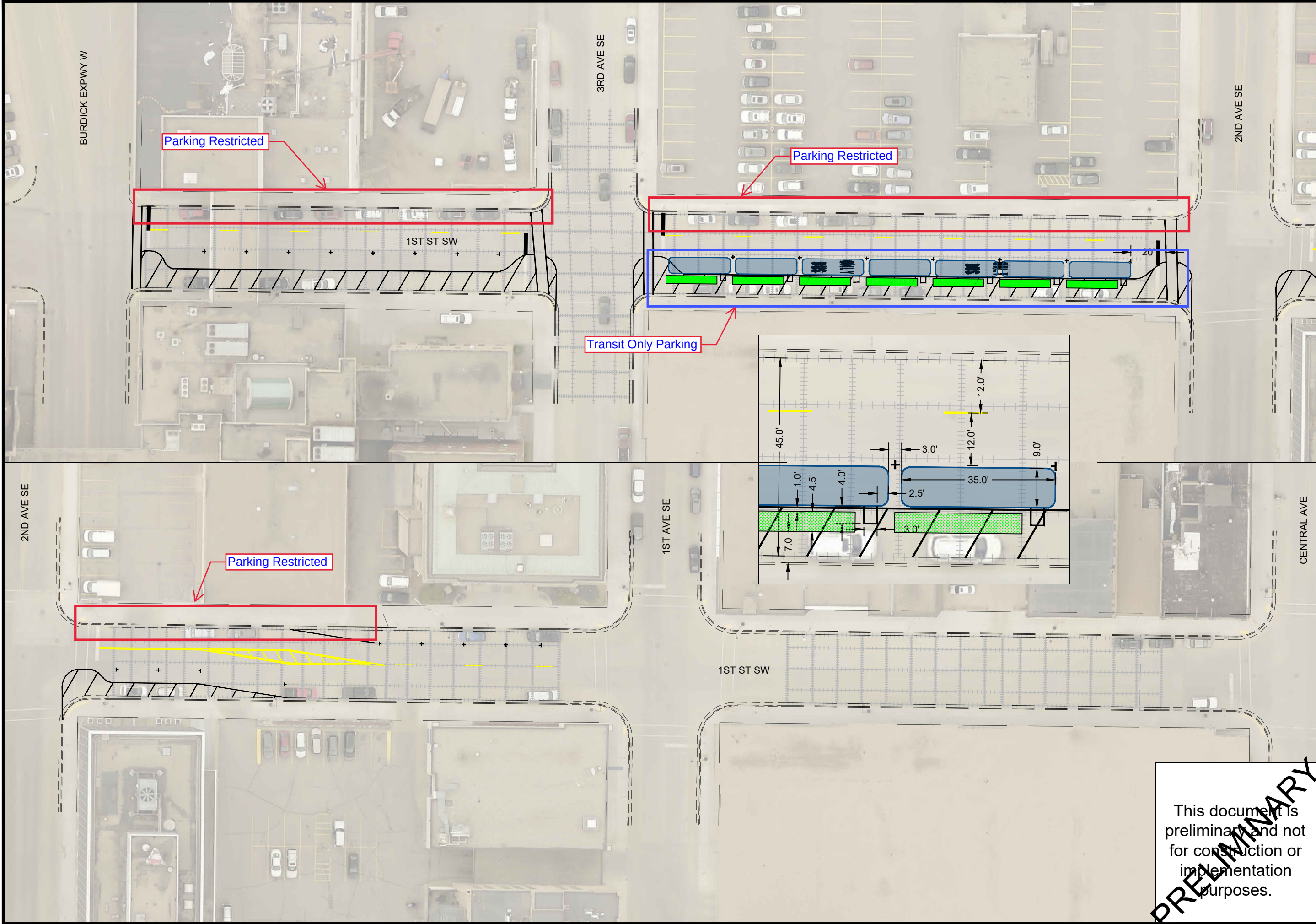
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FLOOR PLAN -
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A201



1 FLOOR PLAN REMODEL
A201 1/8" = 1'-0"

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PRELIMINARY

This document is preliminary and not for construction or implementation purposes.

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ORDINANCE NO. _____

AN ORDINANCE ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN CHAPTER 20, ARTICLE 1, SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES.

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

Section 1. The following described zone is hereby added to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (3): NO PARKING ZONES**

- 1. West side of 1st Street SW between 3rd Avenue SW and Burdick Expressway W**
- 2. West side of 1st Street SW between 2nd Avenue SW and 3rd Avenue SW**
- 3. West side of 1st Street SW for 210-feet north from the center of the 2nd Avenue SW intersection.**

Section 2. The following described zone is hereby added to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (6): PARKING AND LOADING ZONES**

- 1. Transit Only parking on the east side of 1st Street SW between 2nd Avenue SW and 3rd Avenue SW**

Section 3. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 4. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

Thomas Ross, Mayor

ATTEST:

Mikayla McWilliams, City Clerk



TO: Mayor Tom Ross
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: January 12, 2024

SUBJECT: **Minot Parking Ramp Rehabilitation and Expansion RFP Responses**

I. RECOMMENDED ACTION

- A. Recommend Council accept the proposals, the recommendations of the review committee, and direct staff to proceed with negotiating a development agreement with Edgewood Real Estate Investment Trust to develop the Central Garage (Project 2-2023).

II. DEPARTMENT CONTACT PERSONS

Harold Stewart, City Manager 857-4750

III. DESCRIPTION

A. Background

The end of October 2023 responses were received providing proposals developing the two Downtown Parking Garages.

B. Proposals

1. EPIC

Proposals were received to develop both garages. EPIC could develop the Central Garage without developing the Renaissance Garage, however they cannot develop the Renaissance Garage without also developing the Central Garage.

Central Garage

Four (4) Stories, each 31,558 square feet with 36 apartment units on each floor. 15 units would be moderate income units. Renovate commercial lease space on the main floor. Residential amenities would include a community room, fitness room, game room, and two terraces with outdoor patio space.

Renaissance Garage

Renovate existing commercial space in the ramp. Build a 4 story IMAGINE Hotel by EPIC. The hotel will total 78,000 square feet. It would have 175 rooms, a 12,000 square foot convention center, and commercial space. Propose the City not locate the Transit Center in the existing retail space.

2. Edgewood

Central Garage

Five (5) stories, featuring 160 high end apartments. Amenities would include a shared club room, party room, rooftop patios, fitness center,

sauna, co-working spaces, and pet-friendly accommodations. Main floor commercial spaces will be renovated and leased.

C. Recommendations

Proposals were reviewed by a committee which included Ed Steckler (Commercial Realtor), Jason Bentley (Banker), Paul Pitner (Council), Lisa Olson (Council), Brian Billingsley (Community and Economic Development Director), Lance Meyer (City Engineer), and Harold Stewart (City Manager). Jonathan Rosenthal facilitated the meeting on December 7th but did not participate in the scoring of the proposals.

Recommendation from the committee was unanimous to proceed with Edgewood developing the Central Garage. This was recommended understanding doing so would mean EPIC would not be interested with moving forward developing the Renaissance Garage independently.

D. Other Considerations

Some other factors and considerations as part of the decision:

1. Impacts on the Transit Center relocation? Relocating would delay and increase cost of the project.
2. Availability of public and City employee parking Downtown? While some of the parking would be made available publicly, the vast majority of spaces would be utilized to meet the needs of residential, commercial, and potential hotel tenants and patrons. In the near future this would result in a lack of public parking Downtown, and the City potentially having to pay for parking garage access for City employees officed out of City Hall. Or City Employees would have to utilize limited downtown street parking, creating conflict with Downtown business owners.
3. Viability of a Downtown Hotel? The hotel would be a new brand created by EPIC and backed by a national brand. While it could be a nice hotel it will not have branding recognition of visitors and travelers. Staff's conversations with national brand hoteliers included communication from them the data wouldn't support them investing in developing a downtown hotel.
4. Challenges of the Convention space? Two other hotels in the community already provide convention space of the same size. Both are struggling and this would add an additional competitor.
5. Impacts on potential of development of other downtown properties? Edgewood owns the Bremmer Bank building west of the Central Garage and they could potentially develop both properties in a mutual development concept. EPIC owns and is developing the M Building and could potentially develop a mutual development concept.
6. Financial commitment from the City? EPIC would lease not purchase the garages from the City. Likely be a no cost lease to EPIC and would have a TIF request. Edgewood was interested in potentially purchasing the Central Garage from the City. Asking for a 15-year tax abatement.
7. Future impacts of Trinity properties Downtown? One current unknown of importance is what the old Trinity properties could be developed into. This will affect interest, demand, and value of the garages and potential development.
8. Federal obligations? Given the garages were funded with Federal funding the City will need to ensure proper compliance going forward.

IV. IMPACT:

A. Fiscal Impact:

No immediate impact to the City. Potential for revenue to the City if developers agree to purchase the garage. Both proposals include the potential use of TIF. Potential property tax revenues and sales tax revenues from leased space and increasing values and traffic downtown.

V. CITY COUNCIL ASPIRATIONS

A. Dynamic and Flourishing

VI. ALTERNATIVES

- A. Council could direct staff to proceed with negotiating a development agreement with EPIC for both garages
- B. Council could decide not to proceed with either garage
- C. Council could direct staff to conduct the RFP process again

VII. TIME CONSTRAINTS

Both developers are prioritizing projects and investments for the coming construction years, so the sooner a decision is made the sooner potential development could proceed.

VIII. LIST OF ATTACHMENTS

- A. Review Committee Scoring Sheet
- B. EPIC Central Garage Proposal
- C. EPIC Renaissance Garage Proposal
- D. Edgewood Central Garage Proposal
- E. RFP For Downtown Park Ramps

2023 Downtown Parking Garage RFP Committee Scoring Results

Evaluator	EPIC (Central)	Edgewood (Central)	EPIC (Ren)
Paul	94	100	93
Lisa	89	96	87
Ed	94	95	94
Jason	85	95	80
Brian	84	90	82
Lance	70	95	70
Harold	91	96	88
Total	607	667	594
Average	121.4	133.4	118.8

**Proposals for Submittal For Minot Parking Ramp
Rehabilitation and Expansion - City Project 2-2023
(Central Ramp)**



Prepared for:
Jonathan Rosenthal
Economic Development Administrator

Proposal Submission:
October 27, 2023



745 31st Ave E, Suite 105
West Fargo, ND 58078
701.866.1006
EPICCompaniesND.com
10/27/2023

LETTER OF INTEREST

THANK YOU FOR CONSIDERING US!

October 27, 2023

Dear Mr. Rosenthal,

Thank you for the opportunity to present you with this proposal. As you will see throughout our proposal, EPIC Companies has experience with numerous developments in the region. We would be honored to work on these parking ramps and continue to make downtown Minot a place people are proud of.

Minot has worked hard to successfully ensure the quality of life for its citizens with great schools, good healthcare, excellent public service works, and access to natural beauty along the Souris River.

Inside this proposal, you will find our creative proposition on how we see the two downtown parking garages being an important development to downtown Minot. Over the years, we have seen the vision come to fruition developing a community that has an established an attractive downtown area. EPIC took on the M Building and would take great pride on finishing the partnership that we started. Each of our projects bring the economic development factor, workforce attraction/retention, and increase taxes in the community we serve.

Offering more downtown housing and commercial space continues to bring in a surge of people to support the downtown area. Our goal is to consistently create gathering places and bring people together. By creating these live, work, play, and stay locations they are allowing the dollars spent to stay in the community and allow for walkable, liveable districts.

We want to create a positive impact on this neighborhood by complementing the current developments of the community, as well as creating more opportunities for the community character that separates it from the masses. Our team would be very proud to be selected to continue to develop in Minot. Within these pages, you will see how we can together, as a community, get that done! We appreciate your time and consideration and look forward to hearing from you regarding our proposal.

Thank you for reviewing our proposal and if you have any questions feel free to reach out. We look forward to hearing from you.

Sincerely,



Todd Berning
President of EPIC Companies

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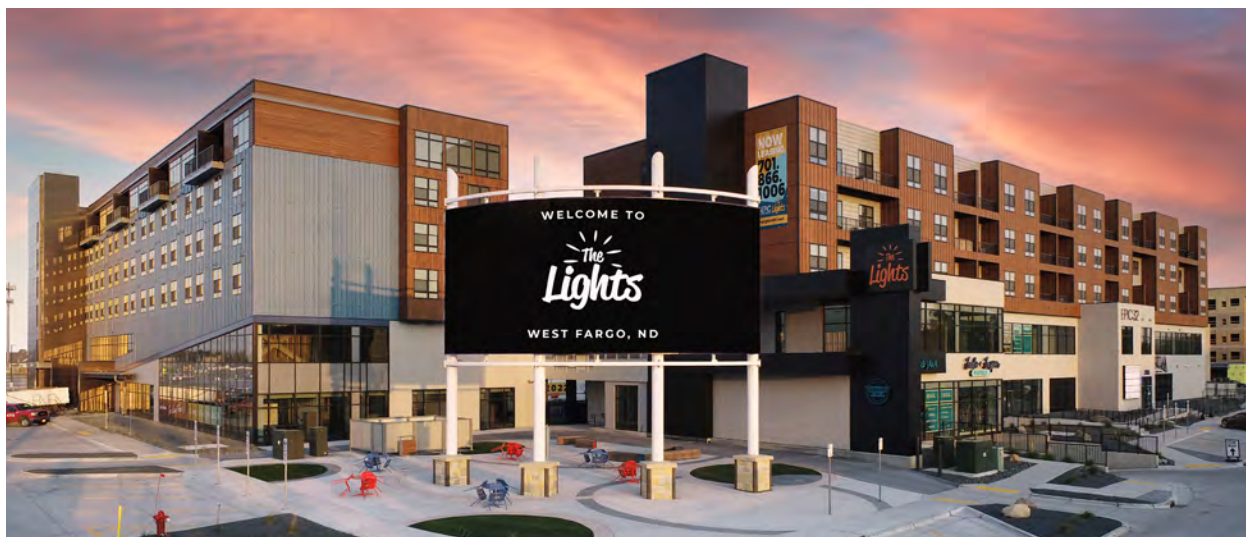
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INTRODUCTION



EPIC Companies is an investment, development, and management company that specializes in mixed-use developments.

The company was established in 2015. EPIC emphasizes creating developments that make a difference in the quality of life in the communities in which the development serves. In turn, this results in the creation of long-term steady, return on investment for investors and communities. EPIC's goals are to manage these properties efficiently and continue to grow this type of project in communities that make economic and community sense.

Our market is North Dakota along with western Minnesota. Our typical process is buying land, planning the best use, creating a budget and proforma, raising capital, and managing the finished product.

EPIC Companies is led by Todd Berning (President), Brian Kounovsky (Chief Advisory Officer), Blake Nybakken (Chief Operating Officer), Vicki Campbell (Chief Financial Officer), and a group of employees and partners referred to as Vice Presidents and Directors. They have specialized areas that they manage with a common goal of doing what is best for the customer, investor, community, and company.

Our Mission



**Enhancing communities
through innovative development.**

COMPANY OVERVIEW



Company History

EPIC was founded by Todd Berning in 2015 out of a need to better manage properties that are more complex in nature. EPIC started with a few mixed-use developments including Beaver Ridge in Minot, ND and Boulevard Square I and II in West Fargo, ND. EPIC started with minor community amenities and now has grown into a full-size regional development company that develops and operates projects such as The Lights in West Fargo, ND, EOLA in Fargo, ND, The Beacon in Grand Forks, ND and The Tracks in Minot, ND. The projects range from \$50,000,000 to over \$150,000,000.

Markets & Services

EPIC's market is mainly in the throughout North Dakota and Minnesota. The market of our residential products consists of young adults just beginning their careers – young professionals, and empty nesters looking to downsize their home and possibly go south for the winter months. EPIC targets people currently living in very basic three-story apartments as they have many tenants who want a higher quality and convenient home.

The services that our product brings is a walkable community with assets such as community spaces that can be programmed all year and flanked by commercial businesses that are active.

A non-profit is hired to manage these community spaces and host a multitude of family friendly events throughout the year. EPIC also has a full-scale events department, named EPIC Events.

EPIC Events programs these community spaces with concerts such as Hairball, Gary Allan, Dwight Yoakam, Joan Jett, and Justin Moore.

Operational Structure

The company's executive team is Todd Berning, Brian Kounovsky, Blake Nybakken, and Vicki Campbell. Both Berning and Kounovsky are large shareholders in EPIC Companies. The President is flanked by Directors of Development, Finance, Events, Marketing & Public Relations, Facilities, Capital, and Construction. The company currently has over 90 employees.

Financial Goals

EPIC is a privately held company that continues to operate conservatively and owns approximately 15% of every project that it develops. The goal is to continue to be fiscally responsible with debt, cash reserves, and assets that help EPIC grow for years to come. Our finance committee has a weekly meeting to ensure upcoming and current projects are being held to our standards and goals to ensure cash flow.

COMPANY OVERVIEW



Our Offices

745 31st Ave E, #105
West Fargo, ND 58078

400 10th St SE
Minot, ND 58701

208 E Greenfield Ln, #130
Bismarck, ND 58503

OUR VALUES



Evolve and Adapt

At EPIC Companies, we empower our employees to make decisions, and constantly strive to improve with each project we develop.



Build Relationships

We believe that connecting with our tenants, investors, and employees helps drive success.



Open Communication

EPIC encourages directness so our employees and their ideas can thrive.



Change Your Thoughts, Change Your World

By simply changing your thoughts, one can change the world around you.



Be Humble

We are confident, but are aware of our weaknesses and continue to strive for improvement.

EXECUTIVE SUMMARY



Creating opportunity in communities.

We are dedicated to taking underutilized spaces and transforming them into functional, mixed-use developments. We strive to make these spaces livable and walkable, an asset to the community.

We create spaces with the community in mind, implementing amenities based on their needs. We take pride in creating opportunity and growth for these North Dakota and Minnesota communities.

EXECUTIVE SUMMARY



Mission

Enhancing communities through innovative development.

Applying this mission to the problem(s) that EPIC will solve.

Solution

Our team consists of highly experienced and educated professionals with backgrounds in real estate development, construction, finance, management, and more. We use this experience along with our core values to achieve success and solve any challenges that may arise.

Market Focus

EPIC targets urban/infill projects in communities that make sense demographically and need a supply of our product to satisfy demand. EPIC currently maintains approximately 20 acres of land inventory at any given time in the areas deemed applicable by the appropriate demographics.

Competitive Advantage

Our competitive advantage is innovative, out of the box thinking based on current projects, community relations, company culture, experience, creative financing, and analyzation.

Ownership

EPIC's major stakeholders include an ownership group; EPIC Holdings II:

Todd Berning
Brian Kounovsky
Blake Nybakken
McKenzy Braaten
Bill Leier
Vicki Campbell
Lance Johnson

Expected Returns

Returns vary by location, timing, market, type of project, etc. The average IRR is 10% to 17% using current cap rates. Average return timing for our investors is 5-10 years of full operations.



OUR UNDERSTANDING



WHY EPIC

EPIC Companies will make certain that our services will meet and exceed your needs. We are committed to providing the leadership, qualified staff members, and necessary resources to conclude the project.



RELATIONSHIP TO BUILD UPON

The project team has a solid relationship that has been created by working together on multiple developments. Our organizations are on a first name basis and we have a proven track record for working together to meet budget and schedule goals.



LOCAL STAFF AND RESOURCES

Our leadership and professional staff live mainly in North Dakota and Minnesota. We have thorough understanding of the local working conditions. Time and time again, our subcontractor relationships have saved valuable time and money. We know how to build the right team for the project.

MIXED-USE HOUSING EXPERTISE

EPIC Companies has developed a specialized team of designers, developers, and construction professionals with a wide range of experience in completing mixed-use projects. The team is experienced in both new construction and renovation of historic spaces. Our goal is to maximize our unit square footage and provide efficient units to the public. EPIC is experienced and well-versed in completing mixed-use developments for a variety of audiences.

OUR UNDERSTANDING



EPIC Companies has the personnel, experience, partners, and overall expertise to provide the City of Minot with a quality mixed-use project. Over the years, we have refined our processes and gained significant resources that are critical to making an effective development. Our process is based upon three key words: **INVESTMENT, DEVELOPMENT, and MANAGEMENT.**

The first goal in the development process is raising capital. One of our biggest assets as a development company is our financial capability. EPIC is a privately held company that partners with other private equity consultants to raise funding for each individual project. We have experience working with multiple accounting and CPA firms, private equity partners, and other groups who help us meet our funding goals.

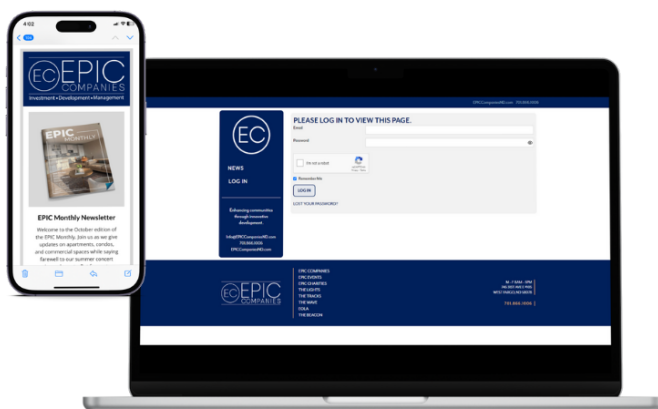
Open communication is important in the development process, not only with the client, but with the investors. EPIC keeps open communication with investors through our online investor portal, annual investor meetings, and investor socials. Investors have access to their private portfolio and can access rent rolls, income statements, construction reports, balance sheets, and tax returns at any time.

Our ability to finance projects is indicated in our letters of support as well as shown through our mixed-use experience.

EPIC Capital, the investment arm of EPIC Companies, led by Bill Leier, utilizes investment vehicles such as traditional equity investments, 1031 exchanges, fixed-rate subordinate debt notes, and self-directed IRA's.

Once funds are acquired, the next phase is the development process. EPIC Companies has partnered with local firms that have years of experience. These firms include Ackerman-Estvold, CBE Construction, and Interstate Parking.

EPIC is projecting a development that includes residential and commercial space. EPIC's in-house architect, Ben Zeltinger, and development team, Brian Kounovsky, Brian Reinarts, Blake Nybakken, and Lance Johnson, will guarantee coordination between all parties involved. We work with the demands of the design team to make sure the design phase aligns with the financial model and appeals to all parties involved.



OUR UNDERSTANDING



EPIC Companies works carefully with the planning and zoning officials, engineering departments, and the city staff to follow all local and federal guidelines in the development phase.

Our team conducts regularly scheduled meetings to open lines of consistent communication and to align the firm's focus to be on task and cognizant of moving parts to help not overlook potential setbacks. We provide additional layers of oversight for the good of the project. EPIC has successfully accomplished multiple PUD's and P3 agreements in different municipalities and are very comfortable with the process. We also bring in experts to guide us through the process.



EPIC'S COMMUNICATION AND FLEXIBILITY HAS BEEN TREMENDOUS, WHICH HAS MADE THE PROJECT MOVE ALONG SMOOTHLY AND EFFICIENTLY.

- UNIVERSITY OF JAMESTOWN

All EPIC Companies' previous mixed-use developments have been delivered on time and on budget. We project a 2-5 year timeline for a project of this scope and size. EPIC Companies' ability to lease residential units is unmatched, with occupancy rates nearing 98%. This is highlighted even further in our project portfolio. EPIC takes pride in being able to adapt to different markets and circumstances and is willing to pivot direction for the good of the project. Our main goal is the overall performance of the project and best interest of our investors.

We work hard, ensuring that our vacancy rate is low to non-existent. A low vacancy rate is a product of teamwork. Behind the scenes, our maintenance, marketing, and management teams work together to achieve the goal of providing exceptional work and service in their individual departments. EPIC has created an intelligent and creative community that is more than qualified to successfully produce this mixed-use development.



TO ENHANCE THE EMPLOYMENT AND TAX BASE OF THE CITY OF MINOT THROUGH THE ACTIVE DEVELOPMENT OF QUALITY PROJECTS IN THE NEIGHBORHOODS, DOWNTOWN, AND THE ENTIRE CITY. TO STRENGTHEN THE CAPACITY AND RESILIENCY OF THE CITY THROUGH THOUGHTFUL ASSISTANCE AND PROACTIVE ADMINISTRATION OF PROGRAMS.

- CITY OF MINOT ECONOMIC DEVELOPMENT MISSION

FULL PROJECT LIST



ACQUISITION

3509 Interstate Boulevard - Fargo, ND
EPIC Place - Grand Forks, ND (Renovation)
Four Points by Sheraton - Fargo, ND
Holiday Inn - Fargo, ND
Holiday Inn Express West Acres - Fargo, ND
Holiday Inn Express I-94 Medical Center - Fargo, ND
Homewood Suites by Hilton - West Fargo, ND
The Mill - Grand Forks, ND (Renovation)

IN DEVELOPMENT

Allie Commons - West Fargo, ND
Bolig Square - Moorhead, MN
EDGE at The Lights - West Fargo, ND
Falcoln at LTC - Fargo, ND
I M A G I N E Hotel by EPIC - Multiple Locations
JAK 23 - Fargo, ND
Lake Park Townhomes - Lake Park, MN
Lincoln at LTC - Fargo, ND
Skyline by EPIC - Bismarck, ND
Sheridan at The Tracks - Minot, ND
The Wave by EPIC Water Park Resort - Fargo, ND

UNDER CONSTRUCTION

JP Place - Perham, MN
Makt at EOLA - Fargo, ND
Maverick at The Tracks - Minot, ND
M by EPIC - Minot, ND (Renovation)
Spirit at The Beacon - Grand Forks, ND
The Arch - Fargo, ND
Unite by EPIC - Fargo, ND

PLAZAS IN DEVELOPMENT

The Tracks - Minot, ND
The Beacon - Grand Forks, ND
Downtown Fargo (Gateway Center) - Fargo, ND

DEVELOPED PLAZAS

POW/MIA Plaza - West Fargo, ND
Essentia Health Plaza at The Lights - West Fargo, ND

DEVELOPED PROJECTS

1923 at The Beacon - Grand Forks, ND
Arbor Courts - Fargo, ND
Area 57 Phase I & II - Bismarck, ND
Beaver Ridge - Minot, ND
Betty Engelstad Sioux Center - Grand Forks, ND*
Block E - Moorhead, MN
Blu on Broadway - Minot, ND
Boulevard Square I & II - West Fargo, ND
Boulevard 3 by EPIC - West Fargo, ND
Broadway Plaza - Minot, ND *
County Jail - Grand Forks & Rugby, ND *
ECHO at The Lights - West Fargo, ND
ENVY at The Lights - West Fargo, ND
EPIC at The Lights - West Fargo, ND
Frito Lay - Minot, ND *
Gateway by EPIC - Fargo, ND
Highlander Office Park - Minot, ND
Lignite Apartments - Lignite, ND
Meadowlark Town Homes - New Rockford, ND
McKinley Plaza - Detroit Lakes, MN
Minot Country Club - Minot, ND
NDSF Grandstand - Minot, ND
Northern Mall Partners - Grand Forks, ND
Park South Phase I & II - Minot, ND
Pioneer Place - West Fargo, ND
Plaza 32 - Grand Forks, ND
Ralph Engelstad Arena - Grand Forks, ND *
Ralph Engelstad Arena - Thief River Falls, MN *
Scheels Arena - Fargo, ND *
Sheyenne Plaza - West Fargo, ND
TAB 42 - Fargo, ND
The Don at LTC - Fargo, ND
The Firm - West Fargo, ND
UJ Place - Jamestown, ND
Urban Plains Office & Retail - Fargo, ND *
Vanné - Moorhead, MN

* Previous firm experience.

KEY PERSONNEL



TODD BERNING
PRESIDENT

EDUCATION
North Dakota State
University
BS - Computer
Science

Todd has been with EPIC Companies since day one and oversees all aspects of the company. He's the managing partner in 35+ real estate projects in North Dakota and Minnesota as well as the owner of M&S concessions, Inc. and Spicy Pie Pizza restaurants. He is the current President of the North Dakota State Fair Foundation, past treasurer and Paul Harris Fellow of the Minot Rotary Club, past Board Member of both Minot and Grand Forks Convention and Visitors Bureau, and the Grand Forks Empire Theatre, and the past President of the Metro Sports Foundation. Todd was also the past General Manager of the Ralph Engelstad Arena in Grand Forks, ND.

RESPONSIBILITIES

- Visionary for the projects with over 35+ mixed-use projects that he has assisted with
- Creates the financial models that in turn make the projects succeed
- Works with the design team to create the designs that are most efficient to the building outcome
- Leads to the ultimate outcome of project completions and makes all final decisions



BRIAN KOUNOVSKY
CHIEF ADVISORY
OFFICER

EDUCATION
North Dakota State
College of Science

Brian has been with EPIC since day one as one of EPIC's lead developers as well as assisting in commercial and residential aspects of the company. He is a licensed Realtor (license #7221) with 30+ years of real estate and development experience. Brian owned West Fargo Auto Body from '95-'16 and has raw land developments in Cass, Clay, and Becker Counties. He is the owner of multi-family apartments, townhomes, and mixed-use complexes. Brian has also bought and remodeled over 30+ homes in his many years of experience.

RESPONSIBILITIES

- As a developer Brian has close relations working with city and school staff
- Assisting with projects from start to finish working directly with the team lead
- One of his specialties is working to engage and secure tenants for commercial spaces
- As a team leader he is also involved with the intricacies of development including the documents, filings, and all paperwork related
- As a land owner he also has had many years of experience with development

KEY PERSONNEL



BLAKE NYBAKKEN
CHIEF OPERATING
OFFICER

Principal Contact

Phone: 701.721.8047, Email: Blake@EPICCompaniesND.com
Office: 745 31st Ave E, Suite 105, West Fargo, ND

As Chief Operating Officer, and one of EPIC's lead developers, Blake manages the real estate division, and has been with the company since 2015. This involves all aspects of a development from front-end due diligence, entitlements and other governmental processes, design team coordination, financing, and the relationship of commercial, residential and hospitality components of a project. Blake helps evaluate opportunities and gives guidance on what makes it into the official project pipeline. Blake is a licensed real estate professional since 2007 (License #7824) and also spent seven years as a project manager and business developer for an architectural firm. Blake graduated from the University of North Dakota with a Bachelor of Arts in Political Science.



VICKI CAMPBELL
CHIEF FINANCIAL
OFFICER

Vicki has been with EPIC since day one and oversees all accounting and finance for EPIC. She has 20+ years of accounting experience helping businesses make critical financial decisions by auditing, collecting, tracking, and correcting company finances. Vicki helps maintain that all financials are accurate throughout the year. Vicki graduated from Minot State University with a Bachelor's of Science in Accounting.



LANCE JOHNSON
CHIEF EVENTS
OFFICER

Lance has been with EPIC since 2017 and oversees all events, promotional sponsorships, and assists with development. He has 20+ years of event and facility management experience, including major concerts, Division One Sports, and international sporting tournaments. Lance's previous event management experience includes working at the Alerus Center and Ralph Englestad Area in Grand Forks, ND, Bemidji Sanford Center in Bemidji, MN and the Scheels Arena in Fargo, ND.

KEY PERSONNEL



BILL LEIER
CHIEF INVESTMENT
OFFICER

Bill has been with EPIC since 2018 overseeing the raising of capital and investor relations. Bill is proficient in understanding of 1031 Exchange, Self-Directed IRAs as well as cash investments including Equity to projects, Sub-Debt and Opportunity Zones. He takes a careful approach to EPIC's development projects ensuring future success and a positive return for investors. Bill's previous experience includes being the President of Dakota Capital Life Insurance and the General Manager for the Coca-Cola Bottling Company for 30+ years.



MCKENZY BRAATEN
CHIEF
COMMUNICATIONS
OFFICER

Since 2017, McKenzie has been managing all aspects of communications, including overseeing marketing campaigns, public relations, signage, culture and many other office items at EPIC. Her previous experience includes marketing assistant at Titan Outlet Store, Adjunct Communications Professor at NDSCS and the Marketing Director at Zerr Berg Architects and Gehrtz Construction Services. She has her Master's in Communications from Purdue University and a Bachelor of Science in Public Relations and Advertising from NDSU.

OUR TEAM'S ACCOMPLISHMENTS



Governors Choice for
Outstanding Development
2021



THE CHAMBER
FARGO MOORHEAD WEST FARGO

FMWF Chamber
Business of the Year Finalist
2022



2021
2022
2023



2021
2022
2023

IDENTIFICATION OF ENTITIES



DEVELOPER



CONSTRUCTION



ARCHITECT ENGINEERS



PARKING CONSULTANT



FINANCIALS



LEGAL



CBE CONSTRUCTION



3140 BLUESTEM DRIVE, SUITE 105
WEST FARGO, NORTH DAKOTA
701.866.1006

EPIC Companies continues to have an aspirational vision for the future, the addition of **CBE Construction** is a testament to that. We built this team to bring in highly experienced professionals that are hard-working, high-energy, and self-motivated.

The CBE team offers in-house design services, budgeting, estimating, value engineering, and construction management all with a single point of contact. This way we ensure all aspects of the project are coordinated, within budget, and built to the client's vision.

EPICCompaniesND.com/constructionbyepic



OUR FOCUS

CBE is passionate about North Dakota communities and surrounding communities in Minnesota. We don't just create buildings, we build communities. We take pride in our developments, work, and needs of tenants.

Along with the management of new projects, we work with any of our commercial tenants for either new fit-ups or remodels within current commercial spaces. Our goal is to create functional, appealing spaces for our commercial tenants.

**BRIAN REINARTS, DEVELOPMENT PROJECT MANAGER**

2004 Graduate of North Dakota State University with a Bachelor of Landscape Architecture and Bachelor of Environmental Design. Brian has been with EPIC since 2022 and is a vital part of our development team. He has coordinated projects with City Entities, Architects and Engineers. Brian's previous experience includes 16 years as a design and senior project manager with Land Elements as well as 2 years as an Associate Principal at Confluence.

**NICK GIOBRES, FARGO DIRECTOR OF CONSTRUCTION**

2002 Graduate of Pratt Institute, New York with a Bachelor of Industrial Design. Nick has been with EPIC since 2021 helping manage CBE as well as many new development projects. His previous experience includes Class A office and residential remodels, new home construction, commercial and multi-family, and mixed-use construction.

**BRUCE LANGSETH, MINOT DIRECTOR OF CONSTRUCTION**

1989 Graduate of North Dakota State University with a Bachelor of Science degree in Construction Management. Bruce has a wide variety of construction experience including a strong background in contract management, procurement, estimating, industrial design build construction, municipal field engineering with Burns & McDonnell and as a Resident Construction Manager with AECOM Engineering on the Minot Air Force Base Housing Privatization Project. Bruce has been with EPIC Companies since 2022 and is currently working on M by EPIC, The Tracks development, and several other EPIC projects in Minot and Bismarck, ND.

**BEN ZELTINGER, DIRECTOR OF DESIGN**

Ben has been with EPIC since 2019 managing the architecture department by creating commercial tenant fit-up concepts, site evaluations, and building layout and concepts. His previous employment includes architecture firms in Sacramento, CA and Bismarck, ND. Ben graduated from North Dakota State University with a Bachelor of Architecture.

**MATT KALBUS, ARCHITECT**

Matt has been with EPIC since 2022 as an Architect. He assembles tenant fit-up projects, meets with outside consultants and the CBE team coordinating bid sets for internal design projects, works on AutoCAD with internal design projects, and is the design lead for the hotel portion of The Wave by EPIC Waterpark Resort. Matt previously specialized in hotel and event spaces. Matt graduated from North Dakota State University with a Bachelor of Architecture and Bachelor of Science in Environmental Design.

ACKERMAN-ESTVOLD



The organization was founded in Minot, ND, in 2003 as a civil engineering firm by four partners out of a deep desire to serve the residents of their hometowns in northwestern North Dakota. Over the years the company has grown into a well-respected organization looked to as the leader it is today.

In 2013, Ackerman-Estvold expanded locations and service offerings by merging with AmeriTech Engineering Corporation, a civil engineering firm located in Williston, ND, and their partner firm ABC Building Concepts, LLC, a Williston based architectural firm. With the addition of a new location and architectural services, Ackerman-Estvold was better able to serve our clients and projects in western North Dakota.

In 2018, following our strategic desire to grow market share and area, Ackerman-Estvold expanded its locations to the Treasure Valley by opening an office in Garden City, ID.

Our latest addition came in late 2020, opening an office in Fargo, ND. The team felt to fully serve its clients best the next step was to have well qualified and experienced staff in the whole state of North Dakota.

Ackerman-Estvold.com



Ackerman-Estvold's current staff encompasses over 50 professionals within the offices of Minot, Fargo, & Williston, North Dakota and in Garden City, Idaho which includes our partner company Ackerman Surveying & Associates, Inc. Our team includes registered engineers, civil engineering technicians, registered architects, architectural technicians, registered surveyors, survey technicians, construction specialists, GIS specialists, licensed drone pilots, environmental specialists, and a full administration team which can assist with financials, communication plans and graphic design. Ackerman-Estvold's full line of services includes municipal engineering, water resources, transportation and traffic engineering, land planning and development, environmental services, cultural resources, construction engineering, GIS, drone technology, land survey, and architecture. In addition to the technical groups, our finance and communications teams can provide a variety of supporting assistance to your organization.

Ackerman-Estvold is not a Disadvantaged Business Enterprise but is recognized by the US government's System for Award Management (SAM) as a small business in the NAICS categories 541330, 541720, 541620, 541360, and 541370.

ACKERMAN-ESTVOLD



Ackerman-Estvold is a full-service civil engineering and architecture consulting firm serving clients on projects starting with initial planning through project closeout, and every step in between. Our exceptional team is composed of highly experienced individuals with comprehensive knowledge of all aspects of civil engineering and architecture.

**1907 17TH ST SE
MINOT, ND 58701
701.837.8737**

**4165 30TH AVE S,
SUITE 100
FARGO, ND 58104
701.551.1250**

**7661 West Riverside Dr,
Suite 102
Garden City, ID 83714
208.853-6470**

**3210 27TH ST W,
SUITE 200
WILLISTON, ND 58801
701.577.4127**



2003

• *ESTABLISHED – MINOT, ND*



2013

• *ARCHITECTURAL SERVICES ADDED*
• *WILLISTON, ND LOCATION OPENED*



2018

• *BOISE, ID LOCATION OPENED*



2020

• *FARGO, ND LOCATION OPENED*

DIVERSITY OF SERVICES

Our organization offers a wealth of experts in the architecture, engineering, and construction industry, providing in-house expertise as noted below. Disciplines we do not have, we engage consultants to balance the team, including: electrical, mechanical, and structural engineering.



ARCHITECTURE



INTERIOR DESIGN



GRAPHIC DESIGN



LAND DEVELOPMENT



TRANSPORTATION



MUNICIPAL



CONSTRUCTION



DRONES



WATER RESOURCES



ENVIRONMENTAL



GIS



SURVEYING



INTERSTATE
PARKING COMPANY

120 SOUTH 6TH STREET, SUITE 2005
MINNEAPOLIS, MN
612.375.1301

About Interstate Parking

We have a proven track record of designing, building, and managing custom-branded parking solutions without any of the baggage of traditional parking systems, particularly in costs, equipment, and complaints.

Our goal is to help every community thrive with smart, sustainable, and painless parking access for all visitors, residents, and workers.

Turnkey, automated parking solutions, customized to meet your needs.

Interstate Parking offers customized, fully automated managed parking solutions that increase revenue and customer satisfaction. Our state-of-the-art green technology and real-time data analytics support advance reservations and dynamic pricing. From mountains and beaches to historic districts and bustling downtowns, we'll deliver a cost-effective solution to meet your needs.

Open up your town.

With our managed parking solution, businesses can thrive, by giving workers and customers hassle-free access to where they need to be, when they need to be there. At Interstate Parking, we don't see "parkers" — we see business owners, employees and residents as well as shoppers, tourists, convention goers, sports fans, hikers, skiers, and everyone else who wants to enjoy all your community has to offer.

Our managed parking solution expands and optimizes your existing parking inventory making it at least 40% more efficient. It's about working smarter — not harder — so everyone enjoys the best possible experience in your town, every day.

InterstateParkingDowntown.com



OUR PARTNERS



5630 34TH AVENUE S, SUITE 120
FARGO, NORTH DAKOTA
701.281.8001

Montgomery & Pender, PC, is a trusted law firm in the Fargo-Moorhead area.

We are proud to deliver cost-effective legal solutions to our clients. With a combined 39 years of experience, our law firm maintains a high standard of professionalism and our clients' best interests is our top priority.

We are experienced lawyers ready to handle the transactional and litigation needs of our clients. Our practice areas include, business, estate planning, real estate, tax law, civil litigation, collection, personal injury, and wrongful death. Our seasoned lawyers maintain a professional standard and are always prepared to achieve the best possible result.

MPlawnd.com



**MICHAEL
MONTGOMERY**
ATTORNEY



KYLE PENDER
ATTORNEY



4310 17TH AVENUE S
FARGO, NORTH DAKOTA
701.239.8500

Ignited by Challenge, Inspired by You.

Industry-driven CPAs and Business Advisors. Eide Bailly is a top 25 CPA and consulting firm helping the middle market grow and thrive. We'll work with you to imagine what's possible and bring that vision to life — when you're planning in an ever-changing environment, navigating complex compliance requirements, optimizing operations, investing in digital transformation, and simply asking what comes next.

What inspires you, inspires us.

Eidebailly.com

OUR PARTNERS



222 S 9TH STREET, UNIT #100
MINNEAPOLIS, MINNESOTA
612.339.7811

With over 120 offices and nearly 7,000 associates throughout the U.S., CBIZ (NYSE: CBZ) delivers top-level financial and employee business services to organizations of all sizes, as well as individual clients, by providing national-caliber expertise combined with highly personalized service delivered at the local level.

CBIZ has been honored to be the recipient of several national recognitions:

- 2020 Best Workplaces in Consulting & Professional Services by Great Place to Work®
- 2020 Workplace Excellence Seal of Approval by the Alliance for Workplace Excellence
- Top 101 2020 Best and Brightest Companies to Work For in the Nation
- 2020 Healthiest 100 Workplace in America
- 2021 Top Workplaces USA

We are one of the nation's leading:

- Accounting Providers
- Employee Benefits Specialists
- Property & Casualty Brokerage and Risk Consulting Firms
- Valuation Firms
- Retirement & Investment Specialists

CBIZ is associated with Mayer Hoffman McCann P.C. (MHM)*, a national, independent CPA firm. Through this association, we offer audit and attest services.

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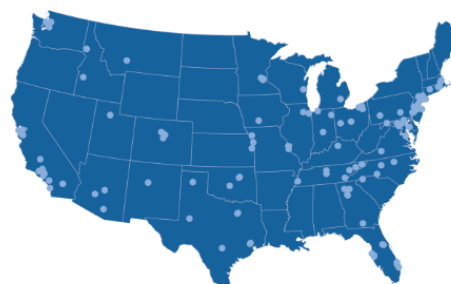
- Top 15 Largest Accounting Provider Nationally¹
- Top 30 Largest Broker of U.S. Business²
- Top 3 Institutional Consulting Team³



84
Workplace
Awards
in 2022

NYSE: CBZ

120+ Offices 6,500+ Team Members 82,000+ Clients



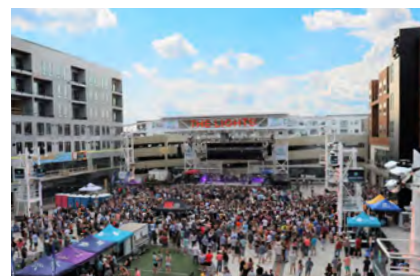


The Lights is a large development including mixed-use commercial and residential buildings surrounding a public plaza space. An on-site parking ramp accommodates tenants and visitor traffic. The three distinct buildings, with a fourth in the plans (EDGE), will provide more than 80,000 square feet of premium space for businesses, events, and living. The Essentia Health Plaza at The Lights is home to year-round events including yoga, live music, bull riding, movie nights, and ice skating - all hosted on a transformable plaza. **EPIC** and **ECHO** were completed in 2021, **ENVY** in 2023, and **EDGE** is in development. Combined, the four buildings will host 20+ businesses, 125 apartments, and 28 condos.

Learn more at TheLightsWF.com.

PROJECT DETAILS	
Project Cost	\$60,000,000
Dev. Type	Mixed-Use/Entertainment District
Project Status	Phase I & II Completed 2020, Phase III 2023, Phase IV In Development
Funding Source	Private Equity, TIF, Traditional Financing

- **3 Finished Buildings, 5-7 Stories**
- **28 Condos and 125 Apartments**
- **80,000+/- SF of Commercial Space**
- **MIDCO Stage**
- **Essentia Health Plaza**
- **363 Stall Parking Ramp**
- **Underground Parking**





THE LIGHTS SUCCESS STORIES

Governor's Choice Outstanding Economic Development Awards

The Community Development Award recognizes a development project that has increased the quality of life in a community. The City of West Fargo and EPIC Companies received this award for their collaboration on Essentia Health Plaza at the Lights. West Fargo and EPIC Companies collaborated to create Essentia Health Plaza at the Lights, a mixed-use area downtown that supports retail, office, recreation, entertainment, and housing.

<https://www.governor.nd.gov/news/governors-choice-awards-recognize-outstanding-economic-development-north-dakota-0>



Governor's Travel and Tourism Awards

Flint Firestarter Award for a Tourism Development Project

This award recognizes a new offering that has opened in a downtown district that has the potential to attract visitors and enhance the Main Street experience by offering improved amenities and spark future development in the core of a community.

<https://www.youtube.com/watch?v=F3EkZTwsxUg>

Main Street Excellence Award

EPIC was honored at the Main Street Summit with the Main Street Excellence Award from the City of West Fargo. This award is a part of Governor Doug Burgum's North Dakota Main Street Initiative and recognizes those who create smart, efficient, infrastructure, a 21st Century workforce, and healthy, vibrant communities.

Sold Out Concerts

Essentia Health Plaza at The Lights hosted two sold out shows in 2023: Sawyer Brown and BlackHawk on August 10th, and 38 Special and Elle King on September 15th. Shows at Essentia Health Plaza are hosted and promoted by EPIC Events.



Inforum's Best of The Red River Valley
Best Live Entertainment Spot
2021 - 1st place
2022 - 2nd place
2023 - Results to be announced



Locals Love Us
2022/23 -
Best Apartments



PROJECT EXPERIENCE

GATEWAY CENTER



This high-traffic street is known as **Gateway Center** because it connects Fargo and Moorhead with a prime location just past the river. The development will have 3 mixed-use buildings. **Gateway by EPIC** was the first building completed in October 2021 with commercial space and apartments. **The Arch by EPIC** will be the second building completed late 2023/early 2024. **UNITE by EPIC** started construction summer 2023. The Arch and UNITE will have condos, apartments, and commercial space.

PROJECT DETAILS	
Project Cost	\$70,700,000
Dev. Type	Mixed-Use
Project Status	Phase I Completed 2021, Phases II & III In Construction
Funding Source	Private Equity, Traditional Financing, Ren. Zone

- 3 Buildings, 5-7 Stories
- 48 Condos and 109 Apartments
- 46,000+/- SF Commercial Space
- Public Plaza Space
- Underground Parking



PROJECT EXPERIENCE

GATEWAY



GATEWAY CENTER SUCCESS STORIES

"This beautiful project will serve as a gateway to the west and is located right at the front doors of our city. We are excited to highlight some of the recreational and tourist opportunities in Fargo as this project is being built adjacent to trails along the river and within a short distance to the center of Downtown Fargo."

- Fargo Mayor Dr. Tim Mahoney



<https://fargounderground.com/2023/06/30/unite-by-epic-breaks-ground-in-downtown-fargo/?amp=1>

"What a great infill project and what a great way to develop our community. This is the Gateway to the West. When people from Minnesota come to Fargo, they will see this project. ... It's going to be a front door to our community."

- Fargo Mayor Dr. Tim Mahoney



<https://www.inforum.com/business/unite-building-touted-as-key-to-giving-fargo-a-grand-gateway-on-the-red-river>

Our Gateway Center developments are leading the way in revitalizing underutilized areas of downtown Fargo. The Lashkowitz High Rise which opened in 1971, was imploded summer 2023 to be replaced with modern affordable apartments.



"We're excited for Lashkowitz's redevelopment and what's to come at this location. We create spaces that serve the community and these developments will all complement each other well once complete."

- McKenzie Braaten, EPIC Companies Chief Communications Officer

<https://www.inforum.com/news/fargo/how-do-you-safely-implode-a-22-story-building-fargo-high-rise-to-come-down-this-summer>





M by EPIC is a renovation project on the well-known Midwest Federal building that is also referred to as “The Big M” and “M Building”. The building first opened in 1963 as Minot Federal Bank. M by EPIC will bring back an underutilized building in downtown and spark life once again in it, improving the vertical landscape of the area. The renovation will develop this mixed-use building into residential and commercial space.

PROJECT DETAILS	
Project Cost	\$14,700,000
Dev. Type	Mixed-Use
Project Status	In Construction
Funding Source	TIF, Private Equity, Bank

- 8 Stories
- 8 Condos and 23 Apartments
- 18,000+/- SF Commercial Space
- Underground Parking



M BY EPIC SUCCESS STORIES

"It will be a tremendous boost to the community to have the Big M building revitalized and once again a productive asset for the Magic City."

- Minot Mayor Shaun Sipma

"The sale of the former Midwest Federal Building is a sign of confidence in Minot and downtown. The building is an iconic part of Minot's past and our skyline and we're excited to see plans for its redevelopment and reuse."

- Josh Wolsky, Interim Direction of Minot Downtown Business and Professional Association

The Dakotan and Mark Lyman, Economic Development Specialist for the Minot Chambers EDC, talk about why EPIC Companies is such an important part of Minot.

<https://epiccompaniesnd.com/minot-matters-talks-about-epic-companies/>



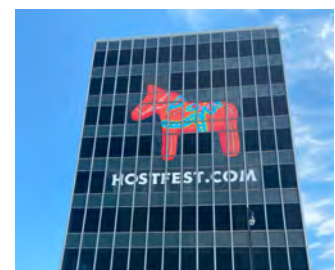
Progress of renovations for historic M Building in downtown Minot featured on KFYRTV.

<https://www.kfyrtv.com/2023/07/10/progress-renovations-historic-m-building-downtown-minot/>



Giant Dala horse painting appears on M by EPIC in Minot to promote Norsk Høstfest.

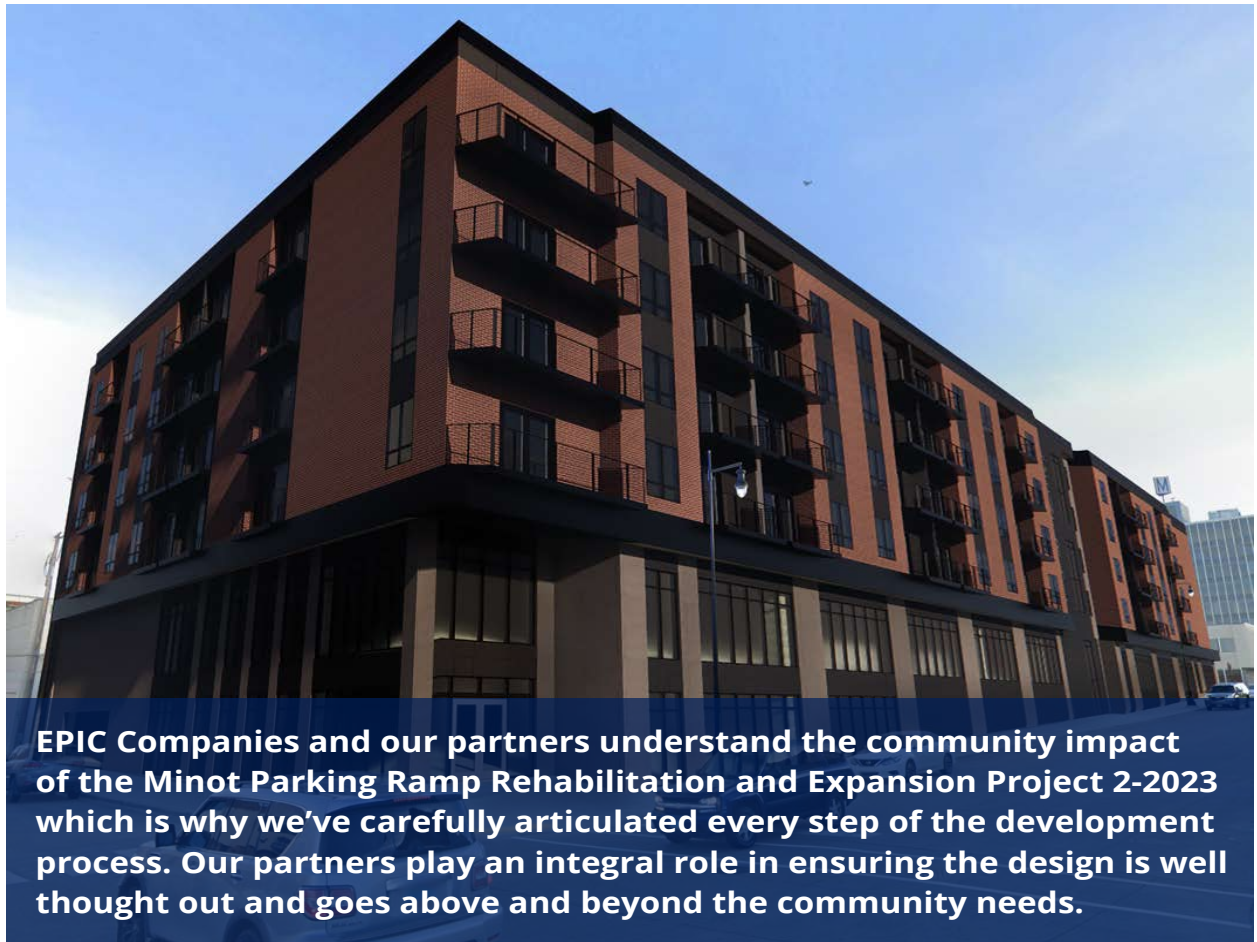
<https://www.kfyrtv.com/2022/07/14/giant-dala-horse-painting-appears-m-building-minot/>



Press release asking for community involvement in finding M Building artifacts to use in the remodel.

<https://epiccompaniesnd.com/minot-daily-news-epic-companies-seeks-m-building-memorabilia/>

PROJECT UNDERSTANDING



EPIC Companies and our partners understand the community impact of the Minot Parking Ramp Rehabilitation and Expansion Project 2-2023 which is why we've carefully articulated every step of the development process. Our partners play an integral role in ensuring the design is well thought out and goes above and beyond the community needs.

Glowing Northward from the Central Parking Garage, Borealis Apartments is a mixed-use urban infill project in the center of downtown Minot. Surrounded by some of the best small businesses in Minot, and showcasing views of the city and the Souris River, this project's location offers residents a unique connection with the rest of the city. Renovated commercial lease space on the main floor will offer new spaces for business to operate in one of the area's most walkable shopping hubs.

Parking spaces for residents & visitors will be maintained and will increase the marketability of the development. Residents will be able to open their front door to downtown and thrive in the heart of the Magic City. A crucial building block in the downtown built environment, Borealis will increase urban density in an area that has great historic charm and access to Minot. This new development will help shape the night sky with its energetic presence and brings new light to the Central Avenue corridor.



The Borealis Apartments

Our vision for this project is to build the **Borealis Apartments** above the Central Ramp. The project will have 4 stories, each at 31,558 square feet. 36 apartment units will fill each floor. The project will be funded by Vision REIT by EPIC and bank debt.

Pilot will provide:

- 15 moderate income units

144 Units / 4 Stories

126,232 Square Feet

Value \$31,558,000

Commercial - Change to taxable

Value \$3,297,500

TOTAL VALUE

\$34,855,500

Pilot / Year - 25 years

\$557,688

Financing in Lieu of Pilot

\$1m / 7.5% / 25 Years

\$89,711

Total Finance Out

\$9,923,992

Budget Amount

\$8,931,593

PROJECT VISION



The existing EIFS and roof on the central garage will be removed for new construction which will focus on expanding upon the look of downtown Minot with a nod to its historic past in the materials, finishes, and details. Four stories of apartments with a variety of layouts will provide new housing opportunities for residents with various amenities scattered throughout the development, including community, fitness, and game rooms as well as two separate terraces with outdoor patio space. Other amenities may also be provided which could include patio green space, a movie theater, bicycle storage, vehicle wash bay, pet wash station, and dining options.

Amenities and quality of life at the Borealis Apartments will set it apart from other residential options in Minot.

AMENITIES

- Multiple Layout Options
- Pet Friendly
- Fitness Room
- Community Room
- All Utilities Included
- Pet Wash Area
- Underground Parking
- EPIC Tenant Perks

Residents of EPIC properties also benefit from perks such as: tenant parties, leasing incentives, fun contests to win prizes, concert ticket deals, email marketing, social media updates, and more.



PROJECT APPROACH



Enhancing communities through innovative development is our mission. We prioritize working with communities and embracing perspectives. Engaging community leaders, downtown business owners, and the public is crucial to ensure the success and acceptance of any development project. We have been in conversation with Visit Minot, Downtown Business Association, Trinity Health, Aksal Group, and other prominent players in downtown Minot to understand what's important to the community.

Here are some other strategies we have thought of that will contribute in the planning process:

- Utilizing online platforms, social media, and our large database to reach a broader audience and encourage community engagement through email, social media, advertisements, videoboard, and more.
- Utilize dedicated online spaces like our website where stakeholders can provide feedback, ask questions, and stay updated on the project's status. Our capital team communicates with investors and potential investors.
- Provide regular updates to inform stakeholders and the public about the project's progress which we currently do with our newsletters, construction reports, and online news/blog.
- Build strong relationships between our organization, tenants, local community, and the local arts and cultural groups.

Transparency is key to maintaining trust and support from the community. By implementing these strategies, you can foster a sense of community ownership, build trust, and ensure that the planning process is inclusive and representative of the diverse interests and needs of the community.



We care for our properties and take it upon ourselves to ensure they're safe and well-kept.



We are passionate about what we do. The EPIC team travels all over to build relationships and create connections.



We are committed to supporting the community through volunteering. We support the arts, local business, and philanthropic efforts.



We speak with local organizations and stay involved in communities.

REFERENCES



**MINOT AREA
CHAMBER EDC**

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

Telephone: 701.852.6000
Fax: 701.838.2488
www.minotchamberedc.com
minot@minotchamberedc.com

October 27, 2023

**City of Minot
P.O. Box 5006
Minot, ND 58702**

To Whom It May Concern,

Our mission at the Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. MACEDC supports key initiatives that build and strengthen our economy and is excited about the further development of the downtown parking ramps.

MACEDC strongly supports EPIC Companies' submission for the Minot Parking Ramp Request for Proposal. EPIC has a proven record of successful investment and commercial development. We see this project as not only benefiting the community, but also increasing economic growth and tax revenues. This space could encourage activity and recreation downtown, while bringing a higher quality of life to the community.

MACEDC feels confident that EPIC Companies will be able to provide an outstanding development to this area and looks forward to being a partner and supporter of these efforts.

Sincerely,

A handwritten signature in black ink that reads 'Brekka Kramer'.

**Brekka Kramer
President | CEO
Minot Area Chamber EDC**

*The Minot Area Chamber EDC
is accredited by the
United States Chamber of Commerce*



REFERENCES



May 4th, 2023

My name is Jersey Benson, Senior Vice President of First Western Bank & Trust headquartered in Minot, ND. This letter is intended to express my unbiased opinion of Epic Companies and reference the relationship we have established over the last six-years.

My relationship with Epic began in 2017 regarding an affordable housing project located in Minot, ND. This particular project renovated an existing three-story building into a 41-unit complex designed to be occupied by low to moderate income citizens who may qualify pursuant to the Department of Housing and Urban Development and the North Dakota Housing Finance Agency. As of today, this project is fully stabilized providing the necessary affordable housing needed within the community.

This is only one example of the many relationships we have had the pleasure of doing business with. Project after project Epic Companies continues to follow through from initial plans to completed and stabilized buildings.

The relationship between Epic Companies and First Western Bank & Trust has been exceptional. As a community financial institution, it is our mission to support impactful community projects and we feel Epic Companies management and expertise can continue to bring impactful projects to communities across North Dakota. If you have any questions please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jersey Benson'.

Jersey Benson
FIRST WESTERN BANK & TRUST
S.V.P.

firstwestern.bank

REFERENCES



May 4, 2023

To Whom It May Concern:

Choice Bank is working with EPIC Companies on an exciting mixed-use development, and we've developed a excellent working relationship during the process.

Their project portfolio reflects their mission statement: Enhancing communities through innovative development.

Sincerely,

Angie Baumann

Angie Baumann
VP BUSINESS BANKING
O 701.356.9693
C 218.779.4563

4501 23rd Avenue S • Fargo, ND 58104
P 701.356.9700 • F 701.356.6460
bankwithchoice.com • #PeopleFirst
Member FDIC • EEO/AA • Choice Bank is a division of CFG.

REFERENCES



May 3, 2023

To Whom It May Concern:

RE: Letter of Reference

Western State Bank has completed multiple projects with EPIC Companies throughout the metro with many being in West Fargo. These projects have gone as expected and EPIC has worked diligently to bring the projects to completion on time and built to specifications. The projects have not only provided a new and fresh look to the space but they have also spurred additional growth in that area which has been great for the West Fargo community. Western State Bank would happily partner with EPIC again on another project.

If you have any questions, please contact myself at (701) 499-6232.

Sincerely,

Matthew M. Oachs
Market President

www.westernbanks.com
Mailing Address: PO Box 617 West Fargo, ND 58078
Fargo: 4302 13th Ave S, Suite 1 Fargo, ND 58103 • 701-356-9800 • 866-356-9800 • Fax: 701-356-9808
West Fargo: 755 13th Ave E West Fargo, ND 58078 • 701-277-5003 • 877-846-9345 • Fax: 701-277-9158

REFERENCES



3216 Veterans Blvd.
Fargo, ND 58104
701.282.2139 1.800.735.6922
fax 701.540.6466
capcu.org

To whom it may concern,

Capital Credit Union has financed multiple projects within the Fargo/Moorhead community with Epic Companies and its affiliates. The projects have included land acquisitions, office spaces, and large residential developments. Each project has followed through with the presented expectations and completion dates. Epic Companies works diligently to support and grow the communities in which they reside. Capital Credit Union is proud to have partnered with Epic Companies and excited to see their continued growth.

Thank you,

Taylor Lugert – Business Services Officer



Grow With Us

REQUIRED FORMS



Debarment

By submitting a Proposal, the Proposer must certify by signing below, that it is not currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and that it is not a person or entity that is currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.

Company	<u>EPIC Companies</u>
Address	<u>745 31st Ave E, Suite 105, West Fargo, ND 58103</u>
Contact Person	<u>Blake Nybakken</u>
Telephone Number	<u>701.721.8047</u>
Email Address	<u>Blake@EPICCompaniesND.com</u>

REQUIRED FORMS



THE CITY OF MINOT REQUEST FOR PROPOSALS SUBMISSION FORM

Company	EPIC Companies
Address	745 31st Ave E, Suite 105, West Fargo, ND 58103
Contact Person	Blake Nybakken
Telephone Number	701.721.8047
Email Address	Blake@EPICCompaniesND.com

NOTE: It is the Proposer's responsibility to provide adequate information in their Proposal package to enable the City to ensure that the Proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the Proposal.

EMPLOYEES NOT TO BENEFIT

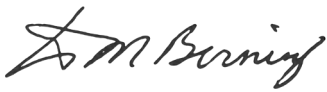
I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of the City or members of his/her family, including spouse, parents, or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is ☒ is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Date	10/27/2023
Name (Printed)	Todd Berning
Title	President of EPIC Companies
Signature	

RESUMES



RYAN ACKERMAN, PE
PRINCIPLE-IN-CHARGE, PROJECT MANAGER
PRESIDENT/CEO, SENIOR WATER RESOURCES ENGINEER

Ackerman leads the project team with over 20 years of experience and a wealth of knowledge in design and construction engineering. He also has particular unique expertise in downtown redevelopment and placemaking. From a technical standpoint, Ackerman's knowledge of flood control in the Minot area is unmatched. He is well-versed in the requirements of the ND Department of Water Resources, the Federal Emergency Management Agency, the US Army Corps of Engineers, and the US Department of Housing and Urban Development regarding compatibility of improvements with the Mouse River Enhanced Flood Protection Project and deed restrictions placed on lands that may be affected by this project.

CERTIFICATIONS

Professional Engineer: ND

EDUCATION

Bachelor of Science Civil Engineering, 2003
North Dakota State University Fargo, ND

PROJECT HIGHLIGHT

Citizen's Alley Projects, Minot, ND

As a member of Aksal Group, Ryan Ackerman led the design and development efforts for several privately-funded placemaking initiatives in downtown Minot. For placemaking, Ackerman's effort have been primarily directed towards the block located southeast of the intersection of Central Avenue and 1st Street East. Ackerman helped develop the design Citizens Alley, a public gathering space, which will be begin construction in 2023. Previously, he designed and built the City of Minot's first parklet. In 2022, he voluntarily created a pocket park along Central Avenue between two buildings owned by Aksal Group.

Mouse River Enhanced Flood Protection Project, Four Counties of North Central ND

Ackerman is the Program Manager for the Souris River Joint Water Resources Board for the Mouse River Enhanced Flood Protection Project, an estimated \$1 Billion capital improvements program intended to reduce the flood risk for residents of the Mouse River Valley throughout North Dakota. Work includes managing Requests for Qualifications for technical services; managing the preparation of an Environmental Impact Statement for the Project; managing the design and permitting of specific phases of the project; coordinating with state and local agencies regarding acquisitions; testifying at state and federal legislative committees regarding the project; managing program budgets; and providing community outreach to inform residents and stakeholders regarding the progress of the project.

Souris River Joint Water Resources Board

Ackerman is the administrator for the Souris River Joint Board conducting long and short-term planning and budgeting, coordination amongst many project stakeholders, public outreach, the pursuit and securing of project funding, legislative testimony and serving as the project spokesperson.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- North Dakota Society of Professional Engineers
- Greater ND Chamber of Commerce Board of Directors
- American Water Works Association
- Association of State Dam Safety Officials
- Minot Area Chamber EDC Board of Directors

RESUMES



RYAN ANDERSON, AIA **PRINCIPAL-IN-CHARGE, VP SENIOR ARCHITECT**

Ryan Anderson brings over 20 years of experience to the design team, including project management, building code studies, cost estimating, project development, construction drawings and specifications, and construction administration. With experience in over 100 projects ranging from small interior remodel projects to large additions and renovations, he is well versed in the construction industry with hands-on knowledge in constructing buildings. Client satisfaction is key for Ryan and he goes out of his way to be available to clients and serve their needs with integrity and professionalism. He was named the Professional Partner of the Year in 2019 for his efforts with Souris Valley Animal Shelter.

EDUCATION

Bachelor of Science Environmental Design, 2003
Bachelor of Architecture Architecture, 2003
North Dakota State University Fargo, ND

PROFESSIONAL AFFILIATIONS

American Institute of Architects
Registered Architect: ND, MN, MT, SD, ID,
UT, WY

PROJECT HIGHLIGHT

Minot State University - Hartnett Hall Remodel – Minot, ND

The architects and designers behind the renovation have skillfully incorporated new interior materials to seamlessly blend with the building's original structure, creating a harmonious fusion of old and new. Within its walls, the communications, art, and English departments have found their new home, fostering a sense of identity and community among students and faculty. The building now stands as a vibrant hub of creativity and intellectual discourse, where the interplay of architecture and education inspires a new generation of thinkers and artists.

M by EPIC - Minot M Building Renovation – Minot, ND

The M Building, formerly known as the Midwest Federal or Big M Building, is an 8-story, 60,000 sq ft building in the heart of downtown Minot which has been unused for over 20 years. A \$14 million renovation to turn this facility into a mixed use commercial and multi-family apartments and condos will start construction Summer 2022. 31 Apartments and 8 condos will comprise the 3-8th floors, with additional features of an exercise room, community room, multiple lease spaces, and underground parking.

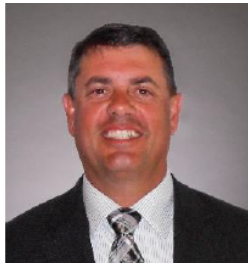
Sheridan at the Tracks – Minot, ND

The Sheridan at the Tracks is a 115,000 sf 6 story mixed use building and is part of The Tracks development by EPIC in southwest Minot, ND. The Tracks plays off a railroad and oil industry theme, which is well-known to the origins of Minot and some of its largest industry. This history has helped inform the design of Sheridan, which incorporates warm colors, rustic touches, and western themes through modern finishes that will suit tenant's needs.

PROJECT EXPERIENCE

- MSU Hartnett Hall Renovation & Addition - Minot, ND
- Minot North High School - Minot, ND
- 1st and Central Downtown Minot Historic Building Renovations - Minot, ND
- New Town Pool & Splash Pad - New Town, ND
- Parshall Pool & Splash Pad - Parshall - ND
- Magic City Discovery Center - Minot, ND
- RPZ Amur Leopard Exhibit - Minot, ND
- Zoo Montana Snow Leopard Exhibit - Billings, MT
- MHA Waterpark - Minot, ND

RESUMES



PAUL SCHNETTLER
CHIEF OPERATING OFFICER



1989 – 2001 Imperial Parking, US

2001 – 2010 President/Principal - Premier Parking

2010 – Present Chief Operating Officer – Interstate Parking

Paul Schnettler began his parking career in 1989 as a garage manager and ascended through several leadership positions with a national firm before starting his own company, Premier Parking in 2001. Under Paul's leadership and commitment to delivering quality over quantity, Paul grew Premier Parking to one of the largest operations in the Twin Cities marketplace. Paul is experienced in all types of parking operations including large scale event parking, municipal on-street and off-street, airport, residential, hospitality, healthcare and central business district multi-level parking structures. Paul is considered an industry expert in the areas of parking technology and operations.

Paul directly oversees the municipal markets of Fargo, Grand Forks, and Duluth, MN.

In 2010, Paul became a partner at Interstate Parking through the merger of Premier Parking and Interstate Parking and is a founder of Interstate Development Partners. Paul serves as Executive Vice President, and Chief Operating Officer, and Partner for both companies.

Paul is a Board Member of the St. Paul Downtown Improvement District, the former President of the Minnesota Association of Parking Professionals; is a member of the Minneapolis Downtown Council; several BOMAs; St. Paul and MN Chambers of Commerce; National Parking Association; and several others.

RESUMES



KEENEN BERNING, CPA, SENIOR AUDIT ASSOCIATE

Keenen has been with Eide Bailly since 2019 where he has climbed his way up the ladder from intern to Senior Audit Associate. He has three years audit experience with the Manufacturing, Commercial, Construction & Buildings and ERISA industries. Keenen has his Master of Accountancy (2020) and Bachelor's of Science in Accounting (2019) from the University of North Dakota.



**4310 17TH AVENUE S
FARGO, NORTH DAKOTA
701.239.8500**



ERIN OLSON, CPA, CCIFP, MANAGING DIRECTOR

Erin has over 18 years of experience in public accounting and is the Tax Practice Leader in the CBIZ MHM Minneapolis office. She is responsible for various tax compliance, tax planning, tax attributes, consolidated returns, and research matters for both individuals and corporate entities. Her duties also include review of federal and state corporate tax returns with multi-state issues as well as year-end tax planning. She has worked with clients in a variety of industries including manufacturing, construction & real estate, professional services and healthcare. She graduated from Iowa State University with a Bachelor of Science in Accounting.



**222 S 9TH STREET, UNIT #100
MINNEAPOLIS, MINNESOTA
612.339.7811**



LANDEN BERNING, CPA, TAX MANAGER

As a Certified Public Accountant at CBIZ MHM, LLC (NYSE: \$CBZ) in downtown Minneapolis, he leads a variety of tax engagements at a top 10 national public accounting firm. His emphasis is on income tax consulting and compliance for closely held businesses and their owners, high net worth individuals, and real estate investors/entities. Landen is a true trusted advisor helping clients implement effective tax strategies in assist his clients in the achievement of both their short- and long-term goals. He graduated with a Bachelor's of Science in Accounting from the University of North Dakota in 2018.



**222 S 9TH STREET, UNIT #100
MINNEAPOLIS, MINNESOTA
612.339.7811**

Proposal Submission:
10/27/2023



EPIC Companies | 745 31st Avenue E, Suite 105, West Fargo, ND 58078
701.866.1006 | EPICCompaniesND.com

**Proposals for Submittal For Minot Parking Ramp
Rehabilitation and Expansion - City Project 1-2023
(Renaissance Ramp)**



Prepared for:
Jonathan Rosenthal
Economic Development Administrator

Proposal Submission:
October 27, 2023



745 31st Ave E, Suite 105
West Fargo, ND 58078
701.866.1006
EPICCompaniesND.com
10/27/2023

LETTER OF INTEREST

THANK YOU FOR CONSIDERING US!

October 27, 2023

Dear Mr. Rosenthal,

Thank you for the opportunity to present you with this proposal. As you will see throughout our proposal, EPIC Companies has experience with numerous developments in the region. We would be honored to work on these parking ramps and continue to make downtown Minot a place people are proud of.

Minot has worked hard to successfully ensure the quality of life for its citizens with great schools, good healthcare, excellent public service works, and access to natural beauty along the Souris River.

Inside this proposal, you will find our creative proposition on how we see the two downtown parking garages being an important development to downtown Minot. Over the years, we have seen the vision come to fruition developing a community that has an established an attractive downtown area. EPIC took on the M Building and would take great pride on finishing the partnership that we started. Each of our projects bring the economic development factor, workforce attraction/retention, and increase taxes in the community we serve.

One of the biggest parts of our proposal is creating a gathering place that would be open for the public to rent out, a convention center. This convention center would be able to accommodate numerous events that drive tourism to Minot. It would be an all-inclusive convention center with a hotel and convention space that allows for attendees to stay on site.

We want to create a positive impact on this neighborhood by complementing the current developments of the community, as well as creating more opportunities for the community character that separates it from the masses. Our team would be very proud to be selected to continue to develop in Minot. Within these pages, you will see how we can together, as a community, get that done! We appreciate your time and consideration and look forward to hearing from you regarding our proposal.

Thank you for reviewing our proposal and if you have any questions feel free to reach out. We look forward to hearing from you.

Sincerely,



Todd Berning
President of EPIC Companies

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INTRODUCTION



EPIC Companies is an investment, development, and management company that specializes in mixed-use developments.

The company was established in 2015. EPIC emphasizes creating developments that make a difference in the quality of life in the communities in which the development serves. In turn, this results in the creation of long-term steady, return on investment for investors and communities. EPIC's goals are to manage these properties efficiently and continue to grow this type of project in communities that make economic and community sense.

Our market is North Dakota along with western Minnesota. Our typical process is buying land, planning the best use, creating a budget and proforma, raising capital, and managing the finished product.

EPIC Companies is led by Todd Berning (President), Brian Kounovsky (Chief Advisory Officer), Blake Nybakken (Chief Operating Officer), Vicki Campbell (Chief Financial Officer), and a group of employees and partners referred to as Vice Presidents and Directors. They have specialized areas that they manage with a common goal of doing what is best for the customer, investor, community, and company.

Our Mission



**Enhancing communities
through innovative development.**

COMPANY OVERVIEW



Company History

EPIC was founded by Todd Berning in 2015 out of a need to better manage properties that are more complex in nature. EPIC started with a few mixed-use developments including Beaver Ridge in Minot, ND and Boulevard Square I and II in West Fargo, ND. EPIC started with minor community amenities and now has grown into a full-size regional development company that develops and operates projects such as The Lights in West Fargo, ND, EOLA in Fargo, ND, The Beacon in Grand Forks, ND and The Tracks in Minot, ND. The projects range from \$50,000,000 to over \$150,000,000.

Markets & Services

EPIC's market is mainly in the throughout North Dakota and Minnesota. The market of our residential products consists of young adults just beginning their careers – young professionals, and empty nesters looking to downsize their home and possibly go south for the winter months. EPIC targets people currently living in very basic three-story apartments as they have many tenants who want a higher quality and convenient home.

The services that our product brings is a walkable community with assets such as community spaces that can be programmed all year and flanked by commercial businesses that are active.

A non-profit is hired to manage these community spaces and host a multitude of family friendly events throughout the year. EPIC also has a full-scale events department, named EPIC Events.

EPIC Events programs these community spaces with concerts such as Hairball, Gary Allan, Dwight Yoakam, Joan Jett, and Justin Moore.

Operational Structure

The company's executive team is Todd Berning, Brian Kounovsky, Blake Nybakken, and Vicki Campbell. Both Berning and Kounovsky are large shareholders in EPIC Companies. The President is flanked by Directors of Development, Finance, Events, Marketing & Public Relations, Facilities, Capital, and Construction. The company currently has over 90 employees.

Financial Goals

EPIC is a privately held company that continues to operate conservatively and owns approximately 15% of every project that it develops. The goal is to continue to be fiscally responsible with debt, cash reserves, and assets that help EPIC grow for years to come. Our finance committee has a weekly meeting to ensure upcoming and current projects are being held to our standards and goals to ensure cash flow.

COMPANY OVERVIEW



**SERVING 10
COMMUNITIES
THROUGHOUT ND & MN
WITH MORE TO COME.**

Our Offices

745 31st Ave E, #105
West Fargo, ND 58078

400 10th St SE
Minot, ND 58701

208 E Greenfield Ln, #130
Bismarck, ND 58503

OUR VALUES



Evolve and Adapt

At EPIC Companies, we empower our employees to make decisions, and constantly strive to improve with each project we develop.



Build Relationships

We believe that connecting with our tenants, investors, and employees helps drive success.



Open Communication

EPIC encourages directness so our employees and their ideas can thrive.



Change Your Thoughts, Change Your World

By simply changing your thoughts, one can change the world around you.



Be Humble

We are confident, but are aware of our weaknesses and continue to strive for improvement.

EXECUTIVE SUMMARY



Creating opportunity in communities.

We are dedicated to taking underutilized spaces and transforming them into functional, mixed-use developments. We strive to make these spaces livable and walkable, an asset to the community.

We create spaces with the community in mind, implementing amenities based on their needs. We take pride in creating opportunity and growth for these North Dakota and Minnesota communities.

EXECUTIVE SUMMARY



Mission

Enhancing communities through innovative development.

Applying this mission to the problem(s) that EPIC will solve.

Solution

Our team consists of highly experienced and educated professionals with backgrounds in real estate development, construction, finance, management, and more. We use this experience along with our core values to achieve success and solve any challenges that may arise.

Market Focus

EPIC targets urban/infill projects in communities that make sense demographically and need a supply of our product to satisfy demand. EPIC currently maintains approximately 20 acres of land inventory at any given time in the areas deemed applicable by the appropriate demographics.

Competitive Advantage

Our competitive advantage is innovative, out of the box thinking based on current projects, community relations, company culture, experience, creative financing, and analyzation.

Ownership

EPIC's major stakeholders include an ownership group; EPIC Holdings II:

Todd Berning
Brian Kounovsky
Blake Nybakken
McKenzy Braaten
Bill Leier
Vicki Campbell
Lance Johnson

Expected Returns

Returns vary by location, timing, market, type of project, etc. The average IRR is 10% to 17% using current cap rates. Average return timing for our investors is 5-10 years of full operations.



OUR UNDERSTANDING



WHY EPIC

EPIC Companies will make certain that our services will meet and exceed your needs. We are committed to providing the leadership, qualified staff members, and necessary resources to conclude the project.



RELATIONSHIP TO BUILD UPON

The project team has a solid relationship that has been created by working together on multiple developments. Our organizations are on a first name basis and we have a proven track record for working together to meet budget and schedule goals.



LOCAL STAFF AND RESOURCES

Our leadership and professional staff live mainly in North Dakota and Minnesota. We have thorough understanding of the local working conditions. Time and time again, our subcontractor relationships have saved valuable time and money. We know how to build the right team for the project.

MIXED-USE HOUSING EXPERTISE

EPIC Companies has developed a specialized team of designers, developers, and construction professionals with a wide range of experience in completing mixed-use projects. The team is experienced in both new construction and renovation of historic spaces. Our goal is to maximize our unit square footage and provide efficient units to the public. EPIC is experienced and well-versed in completing mixed-use developments for a variety of audiences.

OUR UNDERSTANDING



EPIC Companies has the personnel, experience, partners, and overall expertise to provide the City of Minot with a quality mixed-use project. Over the years, we have refined our processes and gained significant resources that are critical to making an effective development. Our process is based upon three key words: **INVESTMENT, DEVELOPMENT, and MANAGEMENT.**

The first goal in the development process is raising capital. One of our biggest assets as a development company is our financial capability. EPIC is a privately held company that partners with other private equity consultants to raise funding for each individual project. We have experience working with multiple accounting and CPA firms, private equity partners, and other groups who help us meet our funding goals.

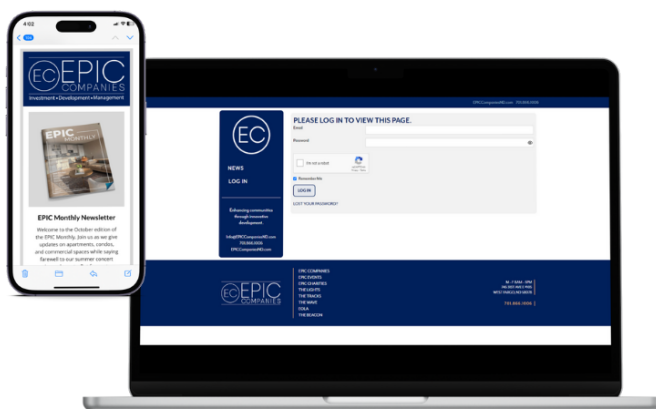
Open communication is important in the development process, not only with the client, but with the investors. EPIC keeps open communication with investors through our online investor portal, annual investor meetings, and investor socials. Investors have access to their private portfolio and can access rent rolls, income statements, construction reports, balance sheets, and tax returns at any time.

Our ability to finance projects is indicated in our letters of support as well as shown through our mixed-use experience.

EPIC Capital, the investment arm of EPIC Companies, led by Bill Leier, utilizes investment vehicles such as traditional equity investments, 1031 exchanges, fixed-rate subordinate debt notes, and self-directed IRA's.

Once funds are acquired, the next phase is the development process. EPIC Companies has partnered with local firms that have years of experience. These firms include Ackerman-Estvold, CBE Construction, and Interstate Parking.

EPIC is projecting a development that includes residential, commercial, and hospitality spaces. EPIC's in-house architect, Ben Zeltinger, and development team, Brian Kounovsky, Brian Reinarts, Blake Nybakken, and Lance Johnson, will guarantee coordination between all parties involved. We work with the demands of the design team to make sure the design phase aligns with the financial model and appeals to all parties involved.



OUR UNDERSTANDING



EPIC Companies works carefully with the planning and zoning officials, engineering departments, and the city staff to follow all local and federal guidelines in the development phase.

Our team conducts regularly scheduled meetings to open lines of consistent communication and to align the firm's focus to be on task and cognizant of moving parts to help not overlook potential setbacks. We provide additional layers of oversight for the good of the project. EPIC has successfully accomplished multiple PUD's and P3 agreements in different municipalities and are very comfortable with the process. We also bring in experts to guide us through the process.



EPIC'S COMMUNICATION AND FLEXIBILITY HAS BEEN TREMENDOUS, WHICH HAS MADE THE PROJECT MOVE ALONG SMOOTHLY AND EFFICIENTLY.

- UNIVERSITY OF JAMESTOWN

All EPIC Companies' previous mixed-use developments have been delivered on time and on budget. We project a 2-5 year timeline for a project of this scope and size. EPIC Companies' ability to lease residential units is unmatched, with occupancy rates nearing 98%. This is highlighted even further in our project portfolio. EPIC takes pride in being able to adapt to different markets and circumstances and is willing to pivot direction for the good of the project. Our main goal is the overall performance of the project and best interest of our investors.

We work hard, ensuring that our vacancy rate is low to non-existent. A low vacancy rate is a product of teamwork. Behind the scenes, our maintenance, marketing, and management teams work together to achieve the goal of providing exceptional work and service in their individual departments. EPIC has created an intelligent and creative community that is more than qualified to successfully produce this mixed-use development.



TO ENHANCE THE EMPLOYMENT AND TAX BASE OF THE CITY OF MINOT THROUGH THE ACTIVE DEVELOPMENT OF QUALITY PROJECTS IN THE NEIGHBORHOODS, DOWNTOWN, AND THE ENTIRE CITY. TO STRENGTHEN THE CAPACITY AND RESILIENCY OF THE CITY THROUGH THOUGHTFUL ASSISTANCE AND PROACTIVE ADMINISTRATION OF PROGRAMS.

- CITY OF MINOT ECONOMIC DEVELOPMENT MISSION

FULL PROJECT LIST



ACQUISITION

3509 Interstate Boulevard - Fargo, ND
EPIC Place - Grand Forks, ND (Renovation)
Four Points by Sheraton - Fargo, ND
Holiday Inn - Fargo, ND
Holiday Inn Express West Acres - Fargo, ND
Holiday Inn Express I-94 Medical Center - Fargo, ND
Homewood Suites by Hilton - West Fargo, ND
The Mill - Grand Forks, ND (Renovation)

IN DEVELOPMENT

Allie Commons - West Fargo, ND
Bolig Square - Moorhead, MN
EDGE at The Lights - West Fargo, ND
Falcoln at LTC - Fargo, ND
I M A G I N E Hotel by EPIC - Multiple Locations
JAK 23 - Fargo, ND
Lake Park Townhomes - Lake Park, MN
Lincoln at LTC - Fargo, ND
Skyline by EPIC - Bismarck, ND
Sheridan at The Tracks - Minot, ND
The Wave by EPIC Water Park Resort - Fargo, ND

UNDER CONSTRUCTION

JP Place - Perham, MN
Makt at EOLA - Fargo, ND
Maverick at The Tracks - Minot, ND
M by EPIC - Minot, ND (Renovation)
Spirit at The Beacon - Grand Forks, ND
The Arch - Fargo, ND
Unite by EPIC - Fargo, ND

PLAZAS IN DEVELOPMENT

The Tracks - Minot, ND
The Beacon - Grand Forks, ND
Downtown Fargo (Gateway Center) - Fargo, ND

DEVELOPED PLAZAS

POW/MIA Plaza - West Fargo, ND
Essentia Health Plaza at The Lights - West Fargo, ND

DEVELOPED PROJECTS

1923 at The Beacon - Grand Forks, ND
Arbor Courts - Fargo, ND
Area 57 Phase I & II - Bismarck, ND
Beaver Ridge - Minot, ND
Betty Engelstad Sioux Center - Grand Forks, ND*
Block E - Moorhead, MN
Blu on Broadway - Minot, ND
Boulevard Square I & II - West Fargo, ND
Boulevard 3 by EPIC - West Fargo, ND
Broadway Plaza - Minot, ND *
County Jail - Grand Forks & Rugby, ND *
ECHO at The Lights - West Fargo, ND
ENVY at The Lights - West Fargo, ND
EPIC at The Lights - West Fargo, ND
Frito Lay - Minot, ND *
Gateway by EPIC - Fargo, ND
Highlander Office Park - Minot, ND
Lignite Apartments - Lignite, ND
Meadowlark Town Homes - New Rockford, ND
McKinley Plaza - Detroit Lakes, MN
Minot Country Club - Minot, ND
NDSF Grandstand - Minot, ND
Northern Mall Partners - Grand Forks, ND
Park South Phase I & II - Minot, ND
Pioneer Place - West Fargo, ND
Plaza 32 - Grand Forks, ND
Ralph Engelstad Arena - Grand Forks, ND *
Ralph Engelstad Arena - Thief River Falls, MN *
Scheels Arena - Fargo, ND *
Sheyenne Plaza - West Fargo, ND
TAB 42 - Fargo, ND
The Don at LTC - Fargo, ND
The Firm - West Fargo, ND
UJ Place - Jamestown, ND
Urban Plains Office & Retail - Fargo, ND *
Vanné - Moorhead, MN

* Previous firm experience.

KEY PERSONNEL



TODD BERNING
PRESIDENT

EDUCATION
North Dakota State
University
BS - Computer
Science

Todd has been with EPIC Companies since day one and oversees all aspects of the company. He's the managing partner in 35+ real estate projects in North Dakota and Minnesota as well as the owner of M&S concessions, Inc. and Spicy Pie Pizza restaurants. He is the current President of the North Dakota State Fair Foundation, past treasurer and Paul Harris Fellow of the Minot Rotary Club, past Board Member of both Minot and Grand Forks Convention and Visitors Bureau, and the Grand Forks Empire Theatre, and the past President of the Metro Sports Foundation. Todd was also the past General Manager of the Ralph Engelstad Arena in Grand Forks, ND.

RESPONSIBILITIES

- Visionary for the projects with over 35+ mixed-use projects that he has assisted with
- Creates the financial models that in turn make the projects succeed
- Works with the design team to create the designs that are most efficient to the building outcome
- Leads to the ultimate outcome of project completions and makes all final decisions



BRIAN KOUNOVSKY
CHIEF ADVISORY
OFFICER

EDUCATION
North Dakota State
College of Science

Brian has been with EPIC since day one as one of EPIC's lead developers as well as assisting in commercial and residential aspects of the company. He is a licensed Realtor (license #7221) with 30+ years of real estate and development experience. Brian owned West Fargo Auto Body from '95-'16 and has raw land developments in Cass, Clay, and Becker Counties. He is the owner of multi-family apartments, townhomes, and mixed-use complexes. Brian has also bought and remodeled over 30+ homes in his many years of experience.

RESPONSIBILITIES

- As a developer Brian has close relations working with city and school staff
- Assisting with projects from start to finish working directly with the team lead
- One of his specialties is working to engage and secure tenants for commercial spaces
- As a team leader he is also involved with the intricacies of development including the documents, filings, and all paperwork related
- As a land owner he also has had many years of experience with development

KEY PERSONNEL



BLAKE NYBAKKEN
CHIEF OPERATING
OFFICER

Principal Contact

Phone: 701.721.8047, Email: Blake@EPICCompaniesND.com
Office: 745 31st Ave E, Suite 105, West Fargo, ND

As Chief Operating Officer, and one of EPIC's lead developers, Blake manages the real estate division, and has been with the company since 2015. This involves all aspects of a development from front-end due diligence, entitlements and other governmental processes, design team coordination, financing, and the relationship of commercial, residential and hospitality components of a project. Blake helps evaluate opportunities and gives guidance on what makes it into the official project pipeline. Blake is a licensed real estate professional since 2007 (License #7824) and also spent seven years as a project manager and business developer for an architectural firm. Blake graduated from the University of North Dakota with a Bachelor of Arts in Political Science.



VICKI CAMPBELL
CHIEF FINANCIAL
OFFICER

Vicki has been with EPIC since day one and oversees all accounting and finance for EPIC. She has 20+ years of accounting experience helping businesses make critical financial decisions by auditing, collecting, tracking, and correcting company finances. Vicki helps maintain that all financials are accurate throughout the year. Vicki graduated from Minot State University with a Bachelor's of Science in Accounting.



LANCE JOHNSON
CHIEF EVENTS
OFFICER

Lance has been with EPIC since 2017 and oversees all events, promotional sponsorships, and assists with development. He has 20+ years of event and facility management experience, including major concerts, Division One Sports, and international sporting tournaments. Lance's previous event management experience includes working at the Alerus Center and Ralph Englestad Area in Grand Forks, ND, Bemidji Sanford Center in Bemidji, MN and the Scheels Arena in Fargo, ND.

KEY PERSONNEL



BILL LEIER
CHIEF INVESTMENT
OFFICER

Bill has been with EPIC since 2018 overseeing the raising of capital and investor relations. Bill is proficient in understanding of 1031 Exchange, Self-Directed IRAs as well as cash investments including Equity to projects, Sub-Debt and Opportunity Zones. He takes a careful approach to EPIC's development projects ensuring future success and a positive return for investors. Bill's previous experience includes being the President of Dakota Capital Life Insurance and the General Manager for the Coca-Cola Bottling Company for 30+ years.



MCKENZY BRAATEN
CHIEF
COMMUNICATIONS
OFFICER

Since 2017, McKenzie has been managing all aspects of communications, including overseeing marketing campaigns, public relations, signage, culture and many other office items at EPIC. Her previous experience includes marketing assistant at Titan Outlet Store, Adjunct Communications Professor at NDSCS and the Marketing Director at Zerr Berg Architects and Gehrtz Construction Services. She has her Master's in Communications from Purdue University and a Bachelor of Science in Public Relations and Advertising from NDSU.

OUR TEAM'S ACCOMPLISHMENTS



Governors Choice for
Outstanding Development
2021



FMWF Chamber
Business of the Year Finalist
2022



2021
2022
2023



2021
2022
2023

IDENTIFICATION OF ENTITIES



DEVELOPER



CONSTRUCTION



ARCHITECT ENGINEERS



PARKING CONSULTANT



FINANCIALS



LEGAL



CBE CONSTRUCTION



3140 BLUESTEM DRIVE, SUITE 105
WEST FARGO, NORTH DAKOTA
701.866.1006

EPIC Companies continues to have an aspirational vision for the future, the addition of **CBE Construction** is a testament to that. We built this team to bring in highly experienced professionals that are hard-working, high-energy, and self-motivated.

The CBE team offers in-house design services, budgeting, estimating, value engineering, and construction management all with a single point of contact. This way we ensure all aspects of the project are coordinated, within budget, and built to the client's vision.

EPICCompaniesND.com/constructionbyepic



OUR FOCUS

CBE is passionate about North Dakota communities and surrounding communities in Minnesota. We don't just create buildings, we build communities. We take pride in our developments, work, and needs of tenants.

Along with the management of new projects, we work with any of our commercial tenants for either new fit-ups or remodels within current commercial spaces. Our goal is to create functional, appealing spaces for our commercial tenants.

**BRIAN REINARTS, DEVELOPMENT PROJECT MANAGER**

2004 Graduate of North Dakota State University with a Bachelor of Landscape Architecture and Bachelor of Environmental Design. Brian has been with EPIC since 2022 and is a vital part of our development team. He has coordinated projects with City Entities, Architects and Engineers. Brian's previous experience includes 16 years as a design and senior project manager with Land Elements as well as 2 years as an Associate Principal at Confluence.

**NICK GIOBRES, FARGO DIRECTOR OF CONSTRUCTION**

2002 Graduate of Pratt Institute, New York with a Bachelor of Industrial Design. Nick has been with EPIC since 2021 helping manage CBE as well as many new development projects. His previous experience includes Class A office and residential remodels, new home construction, commercial and multi-family, and mixed-use construction.

**BRUCE LANGSETH, MINOT DIRECTOR OF CONSTRUCTION**

1989 Graduate of North Dakota State University with a Bachelor of Science degree in Construction Management. Bruce has a wide variety of construction experience including a strong background in contract management, procurement, estimating, industrial design build construction, municipal field engineering with Burns & McDonnell and as a Resident Construction Manager with AECOM Engineering on the Minot Air Force Base Housing Privatization Project. Bruce has been with EPIC Companies since 2022 and is currently working on M by EPIC, The Tracks development, and several other EPIC projects in Minot and Bismarck, ND.

**BEN ZELTINGER, DIRECTOR OF DESIGN**

Ben has been with EPIC since 2019 managing the architecture department by creating commercial tenant fit-up concepts, site evaluations, and building layout and concepts. His previous employment includes architecture firms in Sacramento, CA and Bismarck, ND. Ben graduated from North Dakota State University with a Bachelor of Architecture.

**MATT KALBUS, ARCHITECT**

Matt has been with EPIC since 2022 as an Architect. He assembles tenant fit-up projects, meets with outside consultants and the CBE team coordinating bid sets for internal design projects, works on AutoCAD with internal design projects, and is the design lead for the hotel portion of The Wave by EPIC Waterpark Resort. Matt previously specialized in hotel and event spaces. Matt graduated from North Dakota State University with a Bachelor of Architecture and Bachelor of Science in Environmental Design.

ACKERMAN-ESTVOLD



The organization was founded in Minot, ND, in 2003 as a civil engineering firm by four partners out of a deep desire to serve the residents of their hometowns in northwestern North Dakota. Over the years the company has grown into a well-respected organization looked to as the leader it is today.

In 2013, Ackerman-Estvold expanded locations and service offerings by merging with AmeriTech Engineering Corporation, a civil engineering firm located in Williston, ND, and their partner firm ABC Building Concepts, LLC, a Williston based architectural firm. With the addition of a new location and architectural services, Ackerman-Estvold was better able to serve our clients and projects in western North Dakota.

In 2018, following our strategic desire to grow market share and area, Ackerman-Estvold expanded its locations to the Treasure Valley by opening an office in Garden City, ID.

Our latest addition came in late 2020, opening an office in Fargo, ND. The team felt to fully serve its clients best the next step was to have well qualified and experienced staff in the whole state of North Dakota.

Ackerman-Estvold.com



Ackerman-Estvold's current staff encompasses over 50 professionals within the offices of Minot, Fargo, and Williston, North Dakota and in Garden City, Idaho which includes our partner company Ackerman Surveying & Associates, Inc. Our team includes registered engineers, civil engineering technicians, registered architects, architectural technicians, registered surveyors, survey technicians, construction specialists, GIS specialists, licensed drone pilots, environmental specialists, and a full administration team which can assist with financials, communication plans and graphic design. Ackerman-Estvold's full line of services includes municipal engineering, water resources, transportation and traffic engineering, land planning and development, environmental services, cultural resources, construction engineering, GIS, drone technology, land survey, and architecture. In addition to the technical groups, our finance and communications teams can provide a variety of supporting assistance to your organization.

Ackerman-Estvold is not a Disadvantaged Business Enterprise but is recognized by the US government's System for Award Management (SAM) as a small business in the NAICS categories 541330, 541720, 541620, 541360, and 541370.

ACKERMAN-ESTVOLD



Ackerman-Estvold is a full-service civil engineering and architecture consulting firm serving clients on projects starting with initial planning through project closeout, and every step in between. Our exceptional team is composed of highly experienced individuals with comprehensive knowledge of all aspects of civil engineering and architecture.

**1907 17TH ST SE
MINOT, ND 58701
701.837.8737**

**4165 30TH AVE S,
SUITE 100
FARGO, ND 58104
701.551.1250**

**7661 West Riverside Dr,
Suite 102
Garden City, ID 83714
208.853-6470**

**3210 27TH ST W,
SUITE 200
WILLISTON, ND 58801
701.577.4127**



2003

• *ESTABLISHED – MINOT, ND*



2013

• *ARCHITECTURAL SERVICES ADDED*
• *WILLISTON, ND LOCATION OPENED*



2018

• *BOISE, ID LOCATION OPENED*



2020

• *FARGO, ND LOCATION OPENED*

DIVERSITY OF SERVICES

Our organization offers a wealth of experts in the architecture, engineering, and construction industry, providing in-house expertise as noted below. Disciplines we do not have, we engage consultants to balance the team, including: electrical, mechanical, and structural engineering.



ARCHITECTURE



INTERIOR DESIGN



GRAPHIC DESIGN



LAND DEVELOPMENT



TRANSPORTATION



MUNICIPAL



CONSTRUCTION



DRONES



WATER RESOURCES



ENVIRONMENTAL



GIS



SURVEYING



INTERSTATE
PARKING COMPANY

120 SOUTH 6TH STREET, SUITE 2005
MINNEAPOLIS, MN
612.375.1301

About Interstate Parking

We have a proven track record of designing, building, and managing custom-branded parking solutions without any of the baggage of traditional parking systems, particularly in costs, equipment, and complaints.

Our goal is to help every community thrive with smart, sustainable, and painless parking access for all visitors, residents, and workers.

Turnkey, automated parking solutions, customized to meet your needs.

Interstate Parking offers customized, fully automated managed parking solutions that increase revenue and customer satisfaction. Our state-of-the-art green technology and real-time data analytics support advance reservations and dynamic pricing. From mountains and beaches to historic districts and bustling downtowns, we'll deliver a cost-effective solution to meet your needs.

Open up your town.

With our managed parking solution, businesses can thrive, by giving workers and customers hassle-free access to where they need to be, when they need to be there. At Interstate Parking, we don't see "parkers" — we see business owners, employees and residents as well as shoppers, tourists, convention goers, sports fans, hikers, skiers, and everyone else who wants to enjoy all your community has to offer.

Our managed parking solution expands and optimizes your existing parking inventory making it at least 40% more efficient. It's about working smarter — not harder — so everyone enjoys the best possible experience in your town, every day.

InterstateParkingDowntown.com



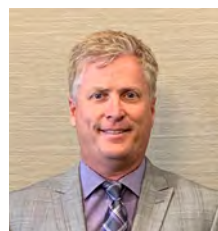
OUR PARTNERS



5630 34TH AVENUE S, SUITE 120
FARGO, NORTH DAKOTA
701.281.8001

Montgomery & Pender, PC, is a trusted law firm in the Fargo-Moorhead area. We are proud to deliver cost-effective legal solutions to our clients. With a combined 39 years of experience, our law firm maintains a high standard of professionalism and our clients' best interests is our top priority.

MPlawnd.com



**MICHAEL
MONTGOMERY**
ATTORNEY



KYLE PENDER
ATTORNEY



4310 17TH AVENUE S
FARGO, NORTH DAKOTA
701.239.8500

Ignited by Challenge, Inspired by You.

Industry-driven CPAs and Business Advisors. Eide Bailly is a top 25 CPA and consulting firm helping the middle market grow and thrive. We'll work with you to imagine what's possible and bring that vision to life — when you're planning in an ever-changing environment, navigating complex compliance requirements, optimizing operations, investing in digital transformation, and simply asking what comes next. What inspires you, inspires us.

Eidebailly.com



222 S 9TH STREET, UNIT #100
MINNEAPOLIS, MINNESOTA
612.339.7811

With over 120 offices and nearly 7,000 associates throughout the U.S., CBIZ (NYSE: CBZ) delivers top-level financial and employee business services to organizations of all sizes, as well as individual clients, by providing national-caliber expertise combined with highly personalized service delivered at the local level. CBIZ is associated with Mayer Hoffman McCann P.C. (MHM)*, a national, independent CPA firm. Through this association, we offer audit and attest services.

Cbiz.com

We are one of the nation's leading:

- Accounting Providers
- Employee Benefits Specialists
- Property & Casualty Brokerage and Risk Consulting Firms
- Valuation Firms
- Retirement & Investment Specialists

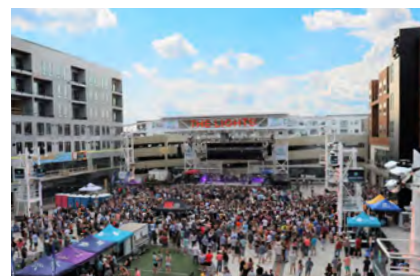


The Lights is a large development including mixed-use commercial and residential buildings surrounding a public plaza space. An on-site parking ramp accommodates tenants and visitor traffic. The three distinct buildings, with a fourth in the plans (EDGE), will provide more than 80,000 square feet of premium space for businesses, events, and living. The Essentia Health Plaza at The Lights is home to year-round events including yoga, live music, bull riding, movie nights, and ice skating - all hosted on a transformable plaza. **EPIC** and **ECHO** were completed in 2021, **ENVY** in 2023, and **EDGE** is in development. Combined, the four buildings will host 20+ businesses, 125 apartments, and 28 condos.

Learn more at TheLightsWF.com.

PROJECT DETAILS	
Project Cost	\$60,000,000
Dev. Type	Mixed-Use/Entertainment District
Project Status	Phase I & II Completed 2020, Phase III 2023, Phase IV In Development
Funding Source	Private Equity, TIF, Traditional Financing

- **3 Finished Buildings, 5-7 Stories**
- **28 Condos and 125 Apartments**
- **80,000+/- SF of Commercial Space**
- **MIDCO Stage**
- **Essentia Health Plaza**
- **363 Stall Parking Ramp**
- **Underground Parking**





THE LIGHTS SUCCESS STORIES

Governor's Choice Outstanding Economic Development Awards

The Community Development Award recognizes a development project that has increased the quality of life in a community. The City of West Fargo and EPIC Companies received this award for their collaboration on Essentia Health Plaza at the Lights. West Fargo and EPIC Companies collaborated to create Essentia Health Plaza at the Lights, a mixed-use area downtown that supports retail, office, recreation, entertainment, and housing.

<https://www.governor.nd.gov/news/governors-choice-awards-recognize-outstanding-economic-development-north-dakota-0>



Governor's Travel and Tourism Awards

Flint Firestarter Award for a Tourism Development Project

This award recognizes a new offering that has opened in a downtown district that has the potential to attract visitors and enhance the Main Street experience by offering improved amenities and spark future development in the core of a community.

<https://www.youtube.com/watch?v=F3EkZTwsxUg>

Main Street Excellence Award

EPIC was honored at the Main Street Summit with the Main Street Excellence Award from the City of West Fargo. This award is a part of Governor Doug Burgum's North Dakota Main Street Initiative and recognizes those who create smart, efficient, infrastructure, a 21st Century workforce, and healthy, vibrant communities.

Sold Out Concerts

Essentia Health Plaza at The Lights hosted two sold out shows in 2023: Sawyer Brown and BlackHawk on August 10th, and 38 Special and Elle King on September 15th. Shows at Essentia Health Plaza are hosted and promoted by EPIC Events.



Inforum's Best of The Red River Valley
Best Live Entertainment Spot
2021 - 1st place
2022 - 2nd place
2023 - Results to be announced



Locals Love Us
2022/23 -
Best Apartments



PROJECT EXPERIENCE

GATEWAY CENTER



This high-traffic street is known as **Gateway Center** because it connects Fargo and Moorhead with a prime location just past the river. The development will have 3 mixed-use buildings. **Gateway by EPIC** was the first building completed in October 2021 with commercial space and apartments. **The Arch by EPIC** will be the second building completed late 2023/early 2024. **UNITE by EPIC** started construction summer 2023. The Arch and UNITE will have condos, apartments, and commercial space.

PROJECT DETAILS	
Project Cost	\$70,700,000
Dev. Type	Mixed-Use
Project Status	Phase I Completed 2021, Phases II & III In Construction
Funding Source	Private Equity, Traditional Financing, Ren. Zone

- 3 Buildings, 5-7 Stories
- 48 Condos and 109 Apartments
- 46,000+/- SF Commercial Space
- Public Plaza Space
- Underground Parking



PROJECT EXPERIENCE

GATEWAY



GATEWAY CENTER SUCCESS STORIES

"This beautiful project will serve as a gateway to the west and is located right at the front doors of our city. We are excited to highlight some of the recreational and tourist opportunities in Fargo as this project is being built adjacent to trails along the river and within a short distance to the center of Downtown Fargo."

- Fargo Mayor Dr. Tim Mahoney



<https://fargounderground.com/2023/06/30/unite-by-epic-breaks-ground-in-downtown-fargo/?amp=1>

"What a great infill project and what a great way to develop our community. This is the Gateway to the West. When people from Minnesota come to Fargo, they will see this project. ... It's going to be a front door to our community."

- Fargo Mayor Dr. Tim Mahoney

<https://www.inforum.com/business/unite-building-touted-as-key-to-giving-fargo-a-grand-gateway-on-the-red-river>



Our Gateway Center developments are leading the way in revitalizing underutilized areas of downtown Fargo. The Lashkowitz High Rise which opened in 1971, was imploded summer 2023 to be replaced with modern affordable apartments.

"We're excited for Lashkowitz's redevelopment and what's to come at this location. We create spaces that serve the community and these developments will all complement each other well once complete."

- McKenzie Braaten, EPIC Companies Chief Communications Officer

<https://www.inforum.com/news/fargo/how-do-you-safely-implode-a-22-story-building-fargo-high-rise-to-come-down-this-summer>



PROJECT EXPERIENCE

M BY EPIC



M by EPIC is a renovation project on the well-known Midwest Federal building that is also referred to as “The Big M” and “M Building”. The building first opened in 1963 as Minot Federal Bank. M by EPIC will bring back an underutilized building in downtown and spark life once again in it, improving the vertical landscape of the area. The renovation will develop this mixed-use building into residential and commercial space.

PROJECT DETAILS	
Project Cost	\$14,700,000
Dev. Type	Mixed-Use
Project Status	In Construction
Funding Source	TIF, Private Equity, Bank

- 8 Stories
- 8 Condos and 23 Apartments
- 18,000+/- SF Commercial Space
- Underground Parking



M BY EPIC SUCCESS STORIES

"It will be a tremendous boost to the community to have the Big M building revitalized and once again a productive asset for the Magic City."

- Minot Mayor Shaun Sipma

"The sale of the former Midwest Federal Building is a sign of confidence in Minot and downtown. The building is an iconic part of Minot's past and our skyline and we're excited to see plans for its redevelopment and reuse."

- Josh Wolsky, Interim Direction of Minot Downtown Business and Professional Association

The Dakotan and Mark Lyman, Economic Development Specialist for the Minot Chambers EDC, talk about why EPIC Companies is such an important part of Minot.

<https://epiccompaniesnd.com/minot-matters-talks-about-epic-companies/>



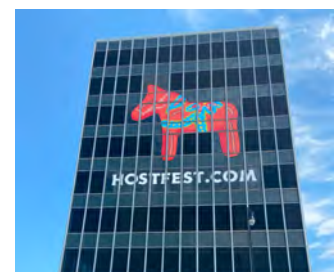
Progress of renovations for historic M Building in downtown Minot featured on KFYRTV.

<https://www.kfyrtv.com/2023/07/10/progress-renovations-historic-m-building-downtown-minot/>



Giant Dala horse painting appears on M by EPIC in Minot to promote Norsk Høstfest.

<https://www.kfyrtv.com/2022/07/14/giant-dala-horse-painting-appears-m-building-minot/>



Press release asking for community involvement in finding M Building artifacts to use in the remodel.

<https://epiccompaniesnd.com/minot-daily-news-epic-companies-seeks-m-building-memorabilia/>

PROJECT UNDERSTANDING



EPIC Companies and our partners understand the community impact of the Minot Parking Ramp Rehabilitation and Expansion Project 1-2023 which is why we've carefully articulated every step of the development process. Our partners play an integral role in ensuring the design is well thought out and goes above and beyond the community needs.



Extending upwards from downtown Minot's Renaissance Parking Garage, the **IMAGINE Hotel by EPIC** will offer the city a new central urban hub in the heart of the Magic City. With direct access to downtown, and situated just one block off Broadway, this building serves as an **important connection** between the surrounding community and the walkable downtown core. This project will aim to renovate the existing parking ramp to provide attractive new commercial lease spaces for local businesses and maintain parking for the city.

Enclosed skyway connections are also planned to connect City Hall and M by EPIC with this development, which will help maintain **connectivity and circulation** through the fall and winter months. Overall design and detailing will focus on integrating with the historic fabric of downtown Minot, but will also account for **durability, ease of maintenance, and continuity**.

PROJECT UNDERSTANDING



We have an understanding that the City of Minot has a planned transit center for the NW corner of the south ramp. We have two proposed solutions to relocating the transit center:

1) Relocate the proposed transit center to the open lot southeast of Minot High School - Central Campus. This site is currently owned by Project Bee (formerly the YWCA). The property was gifted to the YWCA in September 2020 following a fire which completely destroyed the apartment building that once stood on this site. This location offers several advantages: (1) it is within a short walking distance of Ward County Human Services, (2) it is across the street to the south from the Project Bee winter and emergency shelter, (3) it is across the street to the east from Milton Young Towers, which houses several disabled and disadvantaged residents, and (4) it is kiddy-corner from what will be Minot's newest middle school in the fall of 2024. Buses could queue along 2nd Street Southeast, between 3rd Avenue Southeast and Burdick Expressway. The close proximity of the transit center to the public services that may be frequently utilized by Minot transit patrons will create operational synergy that could enhance use and efficiency.

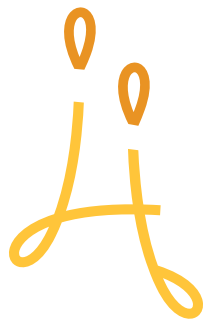
2) Relocate the proposed transit center to the Carnegie Center. The Carnegie Center has an at-grade entrance which provides an accessible access point to the basement of the space. At approximately 2,400 square feet, the basement of the Carnegie Center could have adequate space to accommodate the administrative and waiting functions of the proposed transit center. Similar to the location advantages of the Project Bee lot discussed above, this location is closer to the services and housing that may be utilized by regular transit patrons. Buses could queue along 2nd Avenue Southeast, between 1st Street Southeast and 2nd Street Southeast. The Carnegie Center is currently leased from the City of Minot by the Minot Area Council of the Arts (MACA). We believe the potential exists to increase the utilization of this historic, unique building while enhancing the missions of the City of Minot and MACA simultaneously. Several other options may be available and we look forward to discussing and pursuing these options with the City of Minot when the time is appropriate.



Minot High School - Central Campus

Carnegie Center





IMAGINE

HOTEL BY EPIC

Our vision for this project is to build an **IMAGINE Hotel by EPIC** rising above Renaissance Ramp. The project will be four stories and a total of 78,000 square feet. There will be 175 hotel rooms, 12,000 SF convention center, and commercial space. IMAGINE will be the centerpiece of downtown Minot. It will not only serve as a place for guests and be the home for complete mixed-use infrastructure. The project will be funded by Vision REIT by EPIC and bank debt.

PROJECT VISION



175 Units / 4 Stories / Convention Center

78,000 Square Feet

Value	\$17,490,000
-------	--------------

Commercial - Change to Taxable Value	\$3,297,500
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TOTAL VALUE	\$20,787,500
-------------	--------------

Pilot/Year - 25 years	\$332,600
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Pilot will provide:

- Connectivity to City Hall
- Connectivity to M by EPIC
- 12,000 SF Convention Center

Financing in Lieu of Pilot

\$1m / 7.5% / 25 Years	\$89,711
Total Finance Out	\$9,923,992
Budget Amount	\$8,931,593



IMAGINE Hotel by EPIC represents a unique concept where it will serve as a complement to the downtown Minot community. This hotel is designed to be a welcoming haven for families, adults, athletes, and community members alike, embracing the 'Live, Work, Play, Stay' philosophy that underpins each of EPIC's developments.

PROJECT VISION



Existing EIFS will be removed to provide materials that are more suitable for Minot's downtown environment, which may include masonry and stone. The existing roof will be removed to make way for the new hotel and convention center construction. The first floor above the parking garage will feature a convention center, including a large main lobby, pre-function space, on-site dining, commercial kitchen, and support spaces.

A terrace on both the North and South sides of the building will offer convention goers a chance to extend their events into the open air of downtown Minot. Hotel visitors will embrace a multitude of amenities, including two terraces complete with outdoor seating, games, and green space.

The possibilities for amenities are endless at I M A G I N E.



I M A G I N E
HOTEL BY EPIC

AMENITIES

- Convention Center with Break Out Rooms
- Bar and Restaurant
- Two Outdoor Patios with Amenities
- Potential Pool/Hot Tub
- Cleaning Services
- Maintenance Services
- Fitness Room
- Convenience Store
- 24-Hour Security



PROJECT VISION



 Existing Parking

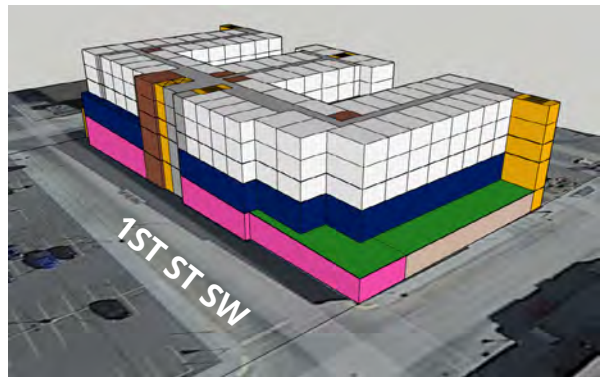
 Existing Commercial

 Stairwell/Elevator

 Common Area

 Convention Center

 Rooftop Patio from Convention Center Space



PROJECT VISION



The convention center will be a great complement to community events such as the North Dakota State Fair and Norsk Høstfest. Our commitment to supporting local events can be seen in the dala horse mural that EPIC Events (promoter of Norsk Høstfest) put on M by EPIC.



I M A G I N E will have a contemporary and convenient interior, designed to cater to the diverse needs of every traveler. Thoughtfully crafted spaces will boast sleek and modern aesthetics, featuring clean lines that exude a sense of sophistication and style. With a carefully selected color palette that effortlessly blends high energy and relaxation, I M A G I N E offers an ambiance that perfectly complements your desired experience. Imagination will flourish as you envision your next extraordinary stay with us, where every moment is tailored to exceed your expectations.

PROJECT GOALS

- Bring people together to enjoy the amenities provided for the community.
- Give people the chance to experience a development like none other in the region.
- Innovation - commercial space/hotel combinations are not common.
- Bring in new visitors to Minot, North Dakota.
- Showcase local art to support regional artists.
- Create a hotel that services and complements the downtown Minot businesses.
- Be a brand associated with quality, service, fun, and excitement.
- Create something that is both welcoming and memorable.
- Stimulate economic development and increase spend in the community.

PROJECT APPROACH



Enhancing communities through innovative development is our mission. We prioritize working with communities and embracing perspectives. Engaging community leaders, downtown business owners, and the public is crucial to ensure the success and acceptance of any development project. We have been in conversation with Visit Minot, Downtown Business Association, Trinity Health, Aksal Group, and other prominent players in downtown Minot to understand what's important to the community.

Here are some other strategies we have thought of that will contribute in the planning process:

- Utilizing online platforms, social media, and our large database to reach a broader audience and encourage community engagement through email, social media, advertisements, videoboard, and more.
- Utilize dedicated online spaces like our website where stakeholders can provide feedback, ask questions, and stay updated on the project's status. Our capital team communicates with investors and potential investors.
- Provide regular updates to inform stakeholders and the public about the project's progress which we currently do with our newsletters, construction reports, and online news/blog.
- Build strong relationships between our organization, tenants, local community, and the local arts and cultural groups.

Transparency is key to maintaining trust and support from the community. By implementing these strategies, you can foster a sense of community ownership, build trust, and ensure that the planning process is inclusive and representative of the diverse interests and needs of the community.



We care for our properties and take it upon ourselves to ensure they're safe and well-kept.



We are passionate about what we do. The EPIC team travels all over to build relationships and create connections.



We are committed to supporting the community through volunteering. We support the arts, local business, and philanthropic efforts.



We speak with local organizations and stay involved in communities.

REFERENCES



**MINOT AREA
CHAMBER EDC**

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

Telephone: 701.852.6000
Fax: 701.838.2488
www.minotchamberedc.com
minot@minotchamberedc.com

October 27, 2023

**City of Minot
P.O. Box 5006
Minot, ND 58702**

To Whom It May Concern,

Our mission at the Minot Area Chamber EDC (MACEDC) is to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. MACEDC supports key initiatives that build and strengthen our economy and is excited about the further development of the downtown parking ramps.

MACEDC strongly supports EPIC Companies' submission for the Minot Parking Ramp Request for Proposal. EPIC has a proven record of successful investment and commercial development. We see this project as not only benefiting the community, but also increasing economic growth and tax revenues. This space could encourage activity and recreation downtown, while bringing a higher quality of life to the community.

MACEDC feels confident that EPIC Companies will be able to provide an outstanding development to this area and looks forward to being a partner and supporter of these efforts.

Sincerely,

**Brekka Kramer
President | CEO
Minot Area Chamber EDC**

*The Minot Area Chamber EDC
is accredited by the
United States Chamber of Commerce*



REFERENCES



May 4th, 2023

My name is Jersey Benson, Senior Vice President of First Western Bank & Trust headquartered in Minot, ND. This letter is intended to express my unbiased opinion of Epic Companies and reference the relationship we have established over the last six-years.

My relationship with Epic began in 2017 regarding an affordable housing project located in Minot, ND. This particular project renovated an existing three-story building into a 41-unit complex designed to be occupied by low to moderate income citizens who may qualify pursuant to the Department of Housing and Urban Development and the North Dakota Housing Finance Agency. As of today, this project is fully stabilized providing the necessary affordable housing needed within the community.

This is only one example of the many relationships we have had the pleasure of doing business with. Project after project Epic Companies continues to follow through from initial plans to completed and stabilized buildings.

The relationship between Epic Companies and First Western Bank & Trust has been exceptional. As a community financial institution, it is our mission to support impactful community projects and we feel Epic Companies management and expertise can continue to bring impactful projects to communities across North Dakota. If you have any questions please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jersey Benson'.

Jersey Benson
FIRST WESTERN BANK & TRUST
S.V.P.

firstwestern.bank

REFERENCES



May 3, 2023

To Whom It May Concern:

RE: Letter of Reference

Western State Bank has completed multiple projects with EPIC Companies throughout the metro with many being in West Fargo. These projects have gone as expected and EPIC has worked diligently to bring the projects to completion on time and built to specifications. The projects have not only provided a new and fresh look to the space but they have also spurred additional growth in that area which has been great for the West Fargo community. Western State Bank would happily partner with EPIC again on another project.

If you have any questions, please contact myself at (701) 499-6232.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Oachs".

Matthew M. Oachs
Market President

www.westernbanks.com

Mailing Address: PO Box 617 West Fargo, ND 58078

Fargo: 4302 13th Ave S, Suite 1 Fargo, ND 58103 • 701-356-9800 • 866-356-9800 • Fax: 701-356-9808

West Fargo: 755 13th Ave E West Fargo, ND 58078 • 701-277-5003 • 877-846-9345 • Fax: 701-277-9158

REFERENCES



3216 Veterans Blvd.
Fargo, ND 58104
701.282.2139 1.800.735.6922
fax 701.540.6466
capcu.org

To whom it may concern,

Capital Credit Union has financed multiple projects within the Fargo/Moorhead community with Epic Companies and its affiliates. The projects have included land acquisitions, office spaces, and large residential developments. Each project has followed through with the presented expectations and completion dates. Epic Companies works diligently to support and grow the communities in which they reside. Capital Credit Union is proud to have partnered with Epic Companies and excited to see their continued growth.

Thank you,

Taylor Lugert – Business Services Officer



May 4, 2023

To Whom It May Concern:

Choice Bank is working with EPIC Companies on an exciting mixed-use development, and we've developed a excellent working relationship during the process.

Their project portfolio reflects their mission statement: Enhancing communities through innovative development.

Sincerely,

Angie Baumann

Angie Baumann
VP BUSINESS BANKING
O 701.356.9693
C 218.779.4563

4501 23rd Avenue S • Fargo, ND 58104
P 701.356.9700 • F 701.356.6460
bankwithchoice.com • #PeopleFirst
Member FDIC • EEO/AA • Choice Bank is a division of CFG.

REQUIRED FORMS



Debarment

By submitting a Proposal, the Proposer must certify by signing below, that it is not currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and that it is not a person or entity that is currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.

Company	<u>EPIC Companies</u>
Address	<u>745 31st Ave E, Suite 105, West Fargo, ND 58103</u>
Contact Person	<u>Blake Nybakken</u>
Telephone Number	<u>701.721.8047</u>
Email Address	<u>Blake@EPICCompaniesND.com</u>

REQUIRED FORMS



THE CITY OF MINOT REQUEST FOR PROPOSALS SUBMISSION FORM

Company	EPIC Companies
Address	745 31st Ave E, Suite 105, West Fargo, ND 58103
Contact Person	Blake Nybakken
Telephone Number	701.721.8047
Email Address	Blake@EPICCompaniesND.com

NOTE: It is the Proposer's responsibility to provide adequate information in their Proposal package to enable the City to ensure that the Proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the Proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of the City or members of his/her family, including spouse, parents, or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is ☒ is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Date	10/27/2023
Name (Printed)	Todd Berning
Title	President of EPIC Companies
Signature	

RESUMES



RYAN ACKERMAN, PE
PRINCIPLE-IN-CHARGE, PROJECT MANAGER
PRESIDENT/CEO, SENIOR WATER RESOURCES ENGINEER

Ackerman leads the project team with over 20 years of experience and a wealth of knowledge in design and construction engineering. He also has particular unique expertise in downtown redevelopment and placemaking. From a technical standpoint, Ackerman's knowledge of flood control in the Minot area is unmatched. He is well-versed in the requirements of the ND Department of Water Resources, the Federal Emergency Management Agency, the US Army Corps of Engineers, and the US Department of Housing and Urban Development regarding compatibility of improvements with the Mouse River Enhanced Flood Protection Project and deed restrictions placed on lands that may be affected by this project.

CERTIFICATIONS

Professional Engineer: ND

EDUCATION

Bachelor of Science Civil Engineering, 2003
North Dakota State University Fargo, ND

PROJECT HIGHLIGHT

Citizen's Alley Projects, Minot, ND

As a member of Aksal Group, Ryan Ackerman led the design and development efforts for several privately-funded placemaking initiatives in downtown Minot. For placemaking, Ackerman's effort have been primarily directed towards the block located southeast of the intersection of Central Avenue and 1st Street East. Ackerman helped develop the design Citizens Alley, a public gathering space, which will be begin construction in 2023. Previously, he designed and built the City of Minot's first parklet. In 2022, he voluntarily created a pocket park along Central Avenue between two buildings owned by Aksal Group.

Mouse River Enhanced Flood Protection Project, Four Counties of North Central ND

Ackerman is the Program Manager for the Souris River Joint Water Resources Board for the Mouse River Enhanced Flood Protection Project, an estimated \$1 Billion capital improvements program intended to reduce the flood risk for residents of the Mouse River Valley throughout North Dakota. Work includes managing Requests for Qualifications for technical services; managing the preparation of an Environmental Impact Statement for the Project; managing the design and permitting of specific phases of the project; coordinating with state and local agencies regarding acquisitions; testifying at state and federal legislative committees regarding the project; managing program budgets; and providing community outreach to inform residents and stakeholders regarding the progress of the project.

Souris River Joint Water Resources Board

Ackerman is the administrator for the Souris River Joint Board conducting long and short-term planning and budgeting, coordination amongst many project stakeholders, public outreach, the pursuit and securing of project funding, legislative testimony and serving as the project spokesperson.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- North Dakota Society of Professional Engineers
- Greater ND Chamber of Commerce Board of Directors
- American Water Works Association
- Association of State Dam Safety Officials
- Minot Area Chamber EDC Board of Directors

RESUMES



RYAN ANDERSON, AIA **PRINCIPAL-IN-CHARGE, VP SENIOR ARCHITECT**

Ryan Anderson brings over 20 years of experience to the design team, including project management, building code studies, cost estimating, project development, construction drawings and specifications, and construction administration. With experience in over 100 projects ranging from small interior remodel projects to large additions and renovations, he is well versed in the construction industry with hands-on knowledge in constructing buildings. Client satisfaction is key for Ryan and he goes out of his way to be available to clients and serve their needs with integrity and professionalism. He was named the Professional Partner of the Year in 2019 for his efforts with Souris Valley Animal Shelter.

EDUCATION

Bachelor of Science Environmental Design, 2003
Bachelor of Architecture Architecture, 2003
North Dakota State University Fargo, ND

PROFESSIONAL AFFILIATIONS

American Institute of Architects
Registered Architect: ND, MN, MT, SD, ID,
UT, WY

PROJECT HIGHLIGHT

Minot State University - Hartnett Hall Remodel – Minot, ND

The architects and designers behind the renovation have skillfully incorporated new interior materials to seamlessly blend with the building's original structure, creating a harmonious fusion of old and new. Within its walls, the communications, art, and English departments have found their new home, fostering a sense of identity and community among students and faculty. The building now stands as a vibrant hub of creativity and intellectual discourse, where the interplay of architecture and education inspires a new generation of thinkers and artists.

M by EPIC - Minot M Building Renovation – Minot, ND

The M Building, formerly known as the Midwest Federal or Big M Building, is an 8-story, 60,000 sq ft building in the heart of downtown Minot which has been unused for over 20 years. A \$14 million renovation to turn this facility into a mixed use commercial and multi-family apartments and condos will start construction Summer 2022. 31 Apartments and 8 condos will comprise the 3-8th floors, with additional features of an exercise room, community room, multiple lease spaces, and underground parking.

Sheridan at the Tracks – Minot, ND

The Sheridan at the Tracks is a 115,000 sf 6 story mixed use building and is part of The Tracks development by EPIC in southwest Minot, ND. The Tracks plays off a railroad and oil industry theme, which is well-known to the origins of Minot and some of its largest industry. This history has helped inform the design of Sheridan, which incorporates warm colors, rustic touches, and western themes through modern finishes that will suit tenant's needs.

PROJECT EXPERIENCE

- MSU Hartnett Hall Renovation & Addition - Minot, ND
- Minot North High School - Minot, ND
- 1st and Central Downtown Minot Historic Building Renovations - Minot, ND
- New Town Pool & Splash Pad - New Town, ND
- Parshall Pool & Splash Pad - Parshall - ND
- Magic City Discovery Center - Minot, ND
- RPZ Amur Leopard Exhibit - Minot, ND
- Zoo Montana Snow Leopard Exhibit - Billings, MT
- MHA Waterpark - Minot, ND

RESUMES



PAUL SCHNETTLER
CHIEF OPERATING OFFICER



1989 – 2001 Imperial Parking, US
2001 – 2010 President/Principal - Premier Parking
2010 – Present Chief Operating Officer – Interstate Parking

Paul Schnettler began his parking career in 1989 as a garage manager and ascended through several leadership positions with a national firm before starting his own company, Premier Parking in 2001. Under Paul's leadership and commitment to delivering quality over quantity, Paul grew Premier Parking to one of the largest operations in the Twin Cities marketplace. Paul is experienced in all types of parking operations including large scale event parking, municipal on-street and off-street, airport, residential, hospitality, healthcare and central business district multi-level parking structures. Paul is considered an industry expert in the areas of parking technology and operations.

Paul directly oversees the municipal markets of Fargo, Grand Forks, and Duluth, MN.

In 2010, Paul became a partner at Interstate Parking through the merger of Premier Parking and Interstate Parking and is a founder of Interstate Development Partners. Paul serves as Executive Vice President, and Chief Operating Officer, and Partner for both companies.

Paul is a Board Member of the St. Paul Downtown Improvement District, the former President of the Minnesota Association of Parking Professionals; is a member of the Minneapolis Downtown Council; several BOMAs; St. Paul and MN Chambers of Commerce; National Parking Association; and several others.

RESUMES



KEENEN BERNING, CPA, SENIOR AUDIT ASSOCIATE

Keenen has been with Eide Bailly since 2019 where he has climbed his way up the ladder from intern to Senior Audit Associate. He has three years audit experience with the Manufacturing, Commercial, Construction & Buildings and ERISA industries. Keenen has his Master of Accountancy (2020) and Bachelor's of Science in Accounting (2019) from the University of North Dakota.



**4310 17TH AVENUE S
FARGO, NORTH DAKOTA
701.239.8500**



ERIN OLSON, CPA, CCIFP, MANAGING DIRECTOR

Erin has over 18 years of experience in public accounting and is the Tax Practice Leader in the CBIZ MHM Minneapolis office. She is responsible for various tax compliance, tax planning, tax attributes, consolidated returns, and research matters for both individuals and corporate entities. Her duties also include review of federal and state corporate tax returns with multi-state issues as well as year-end tax planning. She has worked with clients in a variety of industries including manufacturing, construction & real estate, professional services and healthcare. She graduated from Iowa State University with a Bachelor of Science in Accounting.



**222 S 9TH STREET, UNIT #100
MINNEAPOLIS, MINNESOTA
612.339.7811**



LANDEN BERNING, CPA, TAX MANAGER

As a Certified Public Accountant at CBIZ MHM, LLC (NYSE: \$CBZ) in downtown Minneapolis, he leads a variety of tax engagements at a top 10 national public accounting firm. His emphasis is on income tax consulting and compliance for closely held businesses and their owners, high net worth individuals, and real estate investors/entities. Landen is a true trusted advisor helping clients implement effective tax strategies in assist his clients in the achievement of both their short- and long-term goals. He graduated with a Bachelor's of Science in Accounting from the University of North Dakota in 2018.



**222 S 9TH STREET, UNIT #100
MINNEAPOLIS, MINNESOTA
612.339.7811**

Proposal Submission:
10/27/2023



EPIC Companies | 745 31st Avenue E, Suite 105, West Fargo, ND 58078
701.866.1006 | EPICCompaniesND.com



PREPARED FOR:

Mr. Jonathan Rosenthal
Economic Development
Administrator
P.O. Box 5006
Minot, ND 58702-5006



Response to Request for Proposal for the Architectural Services related to the

MINOT PARKING RAMP REHABILITATION AND EXPANSION PROJECT 2-2023

FOR COMMERCIAL & RESIDENTIAL USES

Statement of Proposal

PREPARED BY:



NORTHRIDGE CONSTRUCTION

1551 28th Ave South, Suite L
Grand Forks, ND 58201

Jon Miskavige, President/CEO
jon@northridgenet.com

CRAFTWELL ARCHITECTURE

2534 University Dr. South, Suite #3
Fargo, ND 58103
701.478.4600 | wecraftwell.com

Chris Hawley, Principal
ch@wecraftwell.com

EDGEWOOD REIT

51 Broadway N., Suite #600
Fargo, ND 58102
701.212.4800 | edgewoodreit.com

Danny Hanson, Executive Vice President
danny.hanson@ewreit.com

COVER LETTER



Dear Mr. Jonathan Rosenthal,

Thank you for the opportunity to present you with this proposal. As you will see throughout our proposal, Edgewood and its selected counterparties has experience with numerous developments in the state of North Dakota. We would be honored to work on the Central Minot Parking Ramp Rehabilitation and Expansion Project.

With so many ties to the community and individuals of our organization having the privilege to call Minot home we understand the hard work that Minot has put into the city to ensure the quality of life for its citizens. It is a privilege to put this response together to help the Downtown district of Minot grow and add on to the phenomenal work that has already been done to make the give the downtown area a vibrant feel. Both Edgewood and Craftwell have an intimate understanding of the area, from its strengths to its needs. This knowledge translates to informed vision and intention-driven design.

We understand the commitment to this project and to perform on our proposal in a timely manner. With our experience of owning Multifamily units in the market for many years we realize the need for downtown units and know the product needed for this project to be successful. We understand the scope of work and have completed and will continue to do our due diligence to complete this project. We believe that this structure is being underutilized and we are excited for the opportunity to create a building that brings the community together and is the face of Downtown Minot.

Each group engaged in the project has the ability to perform on and execute the product we have visioned for this project. Craftwell Architecture has been involved in 7 storefront Rehabs in Downtown Minot over the years so they have been heavily involved with the City and know the vision for downtown Minot. Edgewood has had experience in Minot since the company was started in 2010, we currently have +/- 1100 multifamily units in Minot, in addition to +/- 200 memory care/assisted living units and near 50,000 square feet of commercial and medical office space. Extensive experience in all areas of real estate including; Multi-family development & Management, Senior housing development & Management, Commercial Real estate Development & Management and more.

Our commitment to adding value and a better quality of life to the City of Minot shines through our Portfolio in the city. We appreciate your time and consideration, and look forward to hearing from you regarding our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Danny Hanson". The signature is fluid and stylized, with a large loop at the end.

Danny Hanson, Executive Vice President
Edgewood Real Estate Investment Trust

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SECTION 1

COMPANY BACKGROUND



Craftwell

ARCHITECTURE + CONSTRUCTION

PROFILE:

EDGEWOOD REIT

Edgewood REIT is a North Dakota based real estate investment trust organized in 2010, giving us 13 years in business, all with relevant experience to this project. Our objective is to acquire medical office, multi-family, and other net lease assets which provide a strong rate of return to its shareholder base. Headquartered in Fargo, ND, we have 14 employees who work directly in the office and an additional 7 employees who work remotely.



Edgewood Properties Management, LLC (EPM) is the advisor for Edgewood Real Estate Investment Trust. The team at EPM consists of a unique blend of seasoned professionals, with extensive experience in the following related areas:

- **MULTI-FAMILY DEVELOPMENT & MANAGEMENT**
- **SENIOR HOUSING DEVELOPMENT & MANAGEMENT**
- **COMMERCIAL REAL ESTATE DEVELOPMENT & MANAGEMENT**
- **HEALTH CARE ADMINISTRATION, ACCOUNTING, & FINANCE**
- **INVESTMENT ADVISEMENT AND PLACEMENT**
- **REAL ESTATE, TAX, ACCOUNTING, AND FINANCE**
- **M&A, COMMERCIAL, REAL ESTATE, AND SECURITIES LAW**

RELEVANT EXPERIENCE:

With experience in Minot since we began, we currently have 1,134 multifamily units in Minot, in addition to 196 memory care/assisted living units and near 50,000 square feet of commercial/medical office space.



DANNY HANSON

EXECUTIVE VICE PRESIDENT, PROJECT MANAGER
EDGEWOOD REIT

EDUCATION

Bachelor of Business
Management, Lake Superior
State University

REGISTRATIONS

Minot Area Development
Corporation

Magic City Apartment
Association

North Dakota Apartment
Association

RESPONSIBILITY

As project lead, Danny will participate and oversee all facets of the project. Being from Minot, ND, he also has intimate knowledge of the city and the community. He is a great asset to the team and has a plethora of design and visions for the downtown district of Minot.

PROFESSIONAL EXPERIENCE

18 Years Experience | 6 Years with Edgewood

He began his career in Real Estate in 2005 with Investors Management and Marketing. In 2009, he became a partner with IMM (2009) and served as President before joining Edgewood. Danny is currently a licensed realtor and broker in the state of North Dakota. Additionally, he has served on several Board of Directors, such as Minot Area Development Corporation, Minot Area Youth Skating Association, and others.



ROGER DOMRES

ADVISOR AND MARKETING DIRECTOR
EDGEWOOD REIT

RESPONSIBILITY

Roger is a co-founder of Edgewood REIT and serves as an advisor and marketing director to the company. A native of North Dakota, Mr. Domres was raised in Towner, where his family was involved in the newspaper business for over 60 years.

PROFESSIONAL EXPERIENCE

He has been involved in the real estate investment trust business since 1990, beginning his career with Investors Real Estate Investment Trust where he served as marketing director, raising capital for the firm and assisting in taking the REIT public in 1997. His involvement in investment banking spans a 25-year career raising capital for many public and private companies.

KEY PERSONNEL: EDGEWOOD REIT



ALEX ERICKSON

FINANCIAL ANALYST
EDGEWOOD REIT

RESPONSIBILITY

A native of Moorhead, MN, Alex serves as a financial analyst for Edgewood REIT. Alex is very knowledgeable on the Minot market and has spent a lot of time working on analysis of new Edgewood acquisitions in the market. He will provide the team with the Development Pro Forma and Financial Analysis of the Re-Development project.

EDUCATION

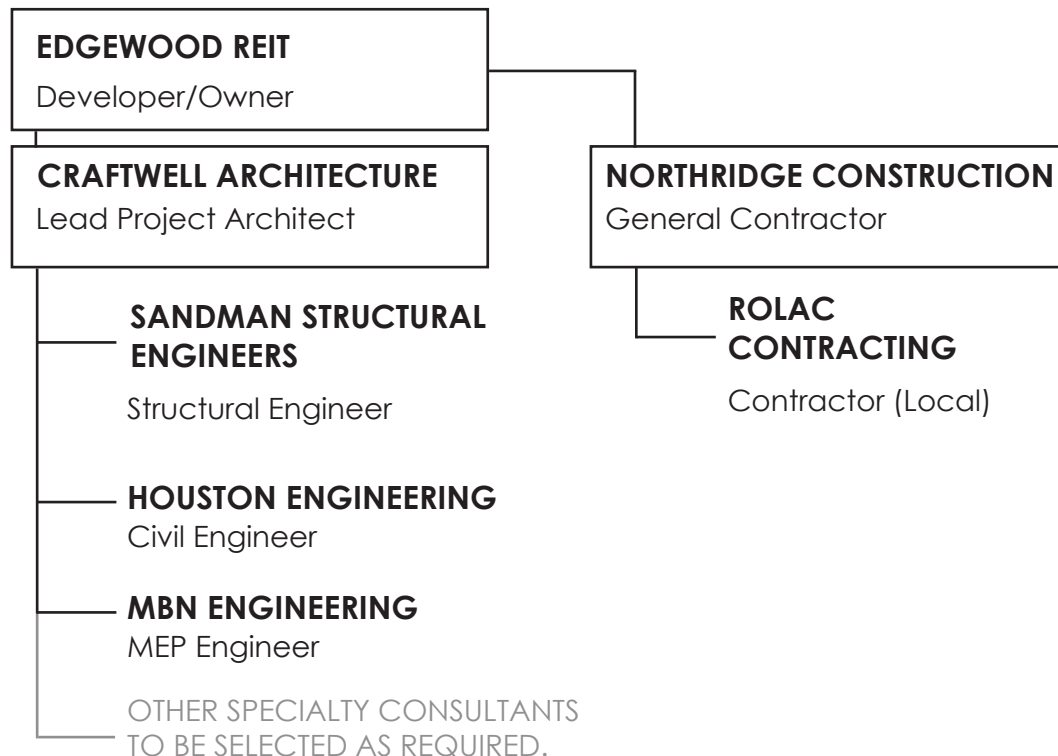
Bachelor of Arts in
Business Finance,
Concordia College

PROFESSIONAL EXPERIENCE

Alex began his career in Real Estate with Edgewood in 2020 and has had a lot of experience providing financial and market analysis to all new Edgewood acquisitions and ground up projects.



TEAM ORGANIZATION STRUCTURE



MULTI-FAMILY DEVELOPMENT | RAPID CITY, SD
Edgewood + Craftwell + Northridge



THE EARL | BISMARCK, ND
Edgewood + Craftwell + Northridge



PROFILE:

CRAFTWELL ARCHITECTURE + CONSTRUCTION



Craftwell Architecture + Construction is a full service design-build firm founded on the belief that great process has the potential to result in quality designs that are timeless in their ability to shape personal relationships and create lasting legacies. We take pride in the skillful art of creating meaningful experiences. Our handmade design process is the foundation of our practice and source of creativity.



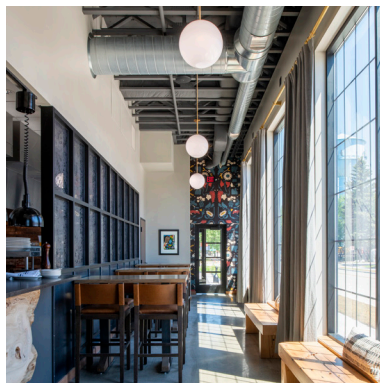
Over the past decade, we have been fortunate to work with countless families, small business, and communities all over the region, which has taught us a lot about personal impact. What started as a dream in a backyard shed has grown into an award-winning firm that is passionate about people and storytelling through design. From the very beginning, Craftwell has built its name on creating high-profile designs that speak to the vision of the client.

Our unique team of skilled problem solver, creative thinkers, and designers are excited by this opportunity to work together with you and the community in Minot to create something impactful. We have an extensive portfolio, ranging from residential remodels and new buildings to large scale mixed-use and masterplanning projects. Regardless of scale, our approach remains the same: each project should be a reflection of your specific goals, enhance its users' everyday experience, and create a unique, thoughtful sense of place.

ARCHITECTURE



INTERIORS



CONSTRUCTION





CHRIS HAWLEY, AIA

Principal-in-Charge, Project Designer
Craftwell Architecture + Construction

RESPONSIBILITY

As principal-in-charge, design lead, and primary point of contact, Chris's job is to help guide the client and design team to a cohesive and inspiring end. And being from Minot, ND, he has an intimate knowledge of the city and its community. Consumed by the big picture and details all at once, Chris's leadership is characterized by pushing for design excellence and embracing a collaborative design process.

EDUCATION

Bachelor of
Architecture, Bachelor of
Environmental Design
North Dakota State University

REGISTRATIONS

National Council of Archi-
tectural Registration Boards
(NCARB) Member & Record
Holder in ND, MN, SD, IL

American Institute of Archi-
tects (AIA) Member
North Dakota State Board of
Architecture (NDSBA), License
Holder & President-Elect (Gov-
ernor Appointed)

ND Capital Ground Planning
Commission (Governor Ap-
pointed)

NDSU Foundation Member
and Real Estate Committee
Chair

PROFESSIONAL EXPERIENCE

22 Years Experience | 11 Years with Craftwell

- AT Lofts & Starving Rooster Restaurant - Minot, ND
- Kemmet Dental - Minot, ND
- The District at West Acres Dining Hall - Fargo, ND
- Grand Farm Development - Horace, ND
- Mixed-Use Development Master Plan - Grand Forks, ND
- 300 Broadway 'Skybarn' - Fargo, ND
- North Dakota Governor's Residence - Bismarck, ND
- Fargo Brewing Company Remodel - Fargo, ND
- Cantilever Distillery & Hotel - Ranier, MN
- Beer & Fish Company Restaurant Fit-up - Fargo, ND
- Arch Dental & Ecce Yoga Remodel - Fargo, ND
- City Brew Hall Remodel - Wahpeton, ND
- Fargo Laundry Residence Retrofit - Fargo, ND
- Franklin on 4th Mixed-Use - Grand Forks, ND
- The Earl Apartments - Bismarck, ND (in progress)
- Degeest Multi-family - Rapid City, SD (in progress)
- Prescott Clubhouse and Poolhouse - Prescott, AZ
- Stonefield Apartments and Townhomes - Bismarck, ND





BRITTANY DAWSON, AIA

Project Architect, Team Lead
Craftwell Architecture + Construction

EDUCATION

Bachelor of Environmental
Design, Master of
Architecture
North Dakota State University

REGISTRATIONS

American Institute of
Architects (AIA)

North Dakota State Board
of Architecture (NDSBA),
License Holder

RESPONSIBILITY

Brittany brings a diverse background of experience and knowledge of various projects typologies and scales. Since joining Craftwell, Brittany has led the team on several mixed-use and multi-family projects in the region. As Project Architect, she will have a deep understanding of the group's specific needs and goals, making sure expectations are met, and thorough documents are produced that reflect each decision made along the way.

PROFESSIONAL EXPERIENCE

11 Years Experience | 2 Years with Craftwell

- Franklin on 4th Mixed-Use - Grand Forks, ND
- The Earl Apartments - Bismarck, ND (in progress)
- The Crossings Clubhouse - Prescott, AZ
- Magnum Electric Office Addition - West Fargo, ND
- *DCB Knudson Renovation and Dining Addition - Bottineau, ND



WAYNE SCHOMMER

Technical Expertise, QA/QC
Craftwell Architecture + Construction

EDUCATION

Associate Degree,
North Dakota State
College of Science

RESPONSIBILITY

Bringing a wealth of technical expertise to the table, Wayne will assist in consultant coordination, code analysis, and administration. His thorough understanding of the constructibility of buildings, anticipation of construction sequence, and willingness to ask questions makes him a huge asset to this project. He has 35 years of experience working in all phases of project development in residential and commercial architecture.

PROFESSIONAL EXPERIENCE

38 Years Experience | 8 Years with Craftwell

- Franklin on 4th Mixed-Use - Grand Forks, ND
- North Dakota Governor's Residence - Bismarck, ND
- Cantilever Distillery & Hotel - Ranier, MN
- City Brew Hall Remodel - Wahpeton, ND
- Hub41 Bar & Restaurant - Detroit Lakes, MN
- Vetter Dental - Fargo, ND
- The District at West Acres Dining Hall - Fargo, ND
- Creedence Office Addition - Williston, ND
- McHenry Multi-Tenant Building - Minot, ND
- Emerging Prairie - Fargo, ND

PROFILE:

NORTHRIDGE CONSTRUCTION



Northridge Construction, Inc. is your full-service construction company, specializing in multi-family, hospitality, and senior living. Experience the difference with our accomplished team of professionals committed to delivering only the highest level of quality and service in everything that we do. Our sole office is located in Grand Forks, ND, and our nation-wide network of subcontractors and suppliers allows us to buy direct from manufacturers, providing you with the selection and installation of first-class products at below-market rates. Northridge Construction has the experience, the buying power, and the talent you've been looking for. Together, we will make your vision a reality.

11
YEARS IN
BUSINESS

9
YEARS OF
RELEVANT
EXPERIENCE

\$500M+
IN RESIDENTIAL
CONSTRUCTION

- **\$500M+** in multi-family/senior living/student housing
- **\$200M+** in hospitality/specialty commercial
- **\$200M+** in 2023 pipeline



DEVELOPMENT

Our experienced development team will work to find the perfect location for every project, ensuring it's the best for our clients, the building, and the market.



SAFETY

Maintaining OSHA compliance and keeping all trade personnel safe is our top priority. Regular site inspections and safety meetings are conducted for every project.



PRE-CONSTRUCTION

Execution without proper planning inevitably creates more challenges than it solves. Our system organizes the groundwork before any project begins, ensuring success during each step of the pre-construction phase including estimating, building, plan conception and scheduling.



CONSTRUCTION MANAGEMENT

Staying on schedule and on a budget is what our team does best. We break down jobs into smaller tasks and use our nationwide network of subcontractors, allowing us to operate with the highest levels of efficiency and dependability.

KEY PERSONNEL: NORTHRIDGE CONSTRUCTION



JON MISKAVIGE

CO-FOUNDER, PRESIDENT/CEO
NORTHRIDGE CONSTRUCTION

RESPONSIBILITY

Jon is a leading expert in project development and construction. His background includes hands-on field experience in every facet of the business, ranging from an Electrician, Project Manager, and Project Executive. Jon co-founded the residential home building business, JM Homes, Inc. in 2008 and has since built over 200 homes valued in excess of \$40 million. In 2011, he co-founded Northridge Construction and Northridge Hospitality Management. He now serves as the company's President/CEO.

PROFESSIONAL EXPERIENCE

Throughout his career, Jon has successfully managed the construction of all building types, including residential and commercial projects while working for a wide range of clients – from private developers to publicly traded companies. Northridge Construction has built over \$750 million in multi-family, senior living, and hospitality projects. Jon also served on a Prototype Development Board for Extended Stay America and served on IHG's Candlewood Prototype Development Board. He is personally involved in providing executive support throughout each Northridge project. Relevant experience includes:

- Franklin on 4th – Grand Forks, ND
- The District – Grand Forks, ND
- Crossings at Windsong – Prescott Valley, AZ
- The Boden – Grand Forks, ND
- Sanford Medical Office – Grand Forks, ND
- Edgewood Assisted Living – Grand Forks, ND
- Coolidge Place – Coolidge, AZ
- Edgewood Assisted Living – Mandan, ND
- Edgewood 55+ Apartments – Bismarck, ND
- Agassiz Apartments – Grand Forks, ND
- Oxford Apartments – Grand Forks, ND



FRANKLIN ON 4TH | GRAND FORKS, ND
Northridge (Owner/G.C.) + Craftwell

KEY PERSONNEL: **NORTHRIDGE CONSTRUCTION**



RYAN CARLSON

CO-FOUNDER, EXECUTIVE VICE PRESIDENT, COO
NORTHRIDGE CONSTRUCTION

RESPONSIBILITY

Ryan was instrumental in the ground-up development of Northridge Hospitality Management and a vital component in the growth of Northridge Construction. Ryan has developed, built, and managed over \$210 million in hotel projects. On behalf of Northridge, Ryan accepted the prestigious Developer of the Year and Hotelier of the Year awards from Choice Hotels International in 2012 and 2015. He is intensely involved in the construction side of the business where his leadership background and construction management expertise are critical to the daily operation. Ryan oversees all pre-construction and construction activities and ensures successful project outcomes from the executive level.

EDUCATION

Bachelor of
Aerospace
Sciences,
University of North
Dakota

PROFESSIONAL EXPERIENCE

- Olive Ann Hotel – Grand Forks, ND
- Tru by Hilton – Lincoln, NE
- Tru by Hilton – Duluth, MN
- Tru by Hilton – Lone Tree, CO
- Extended Stay America – Chandler, AZ
- Home 2 Suites – Gilbert, AZ
- Candlewood Suites – Lenexa, KS
- Staybridge Suites – Littleton, CO
- Hampton Inn & Suites – Overland, KS
- Staybridge Suites – Overland Park, KS



JEREMY MISKAVIGE

CO-FOUNDER, VICE PRESIDENT
NORTHRIDGE CONSTRUCTION

RESPONSIBILITY

Jeremy Miskavige is the vice president of both Northridge Construction and Northridge Hospitality Management. With more than 25 years of experience in the construction industry and previous experience in heavy highway civil engineering, Miskavige boasts a diverse portfolio that provides invaluable expertise on every project. He is primarily responsible for project management, field operations and equipment management, but his past experience allows him to extend his support in the field as well.

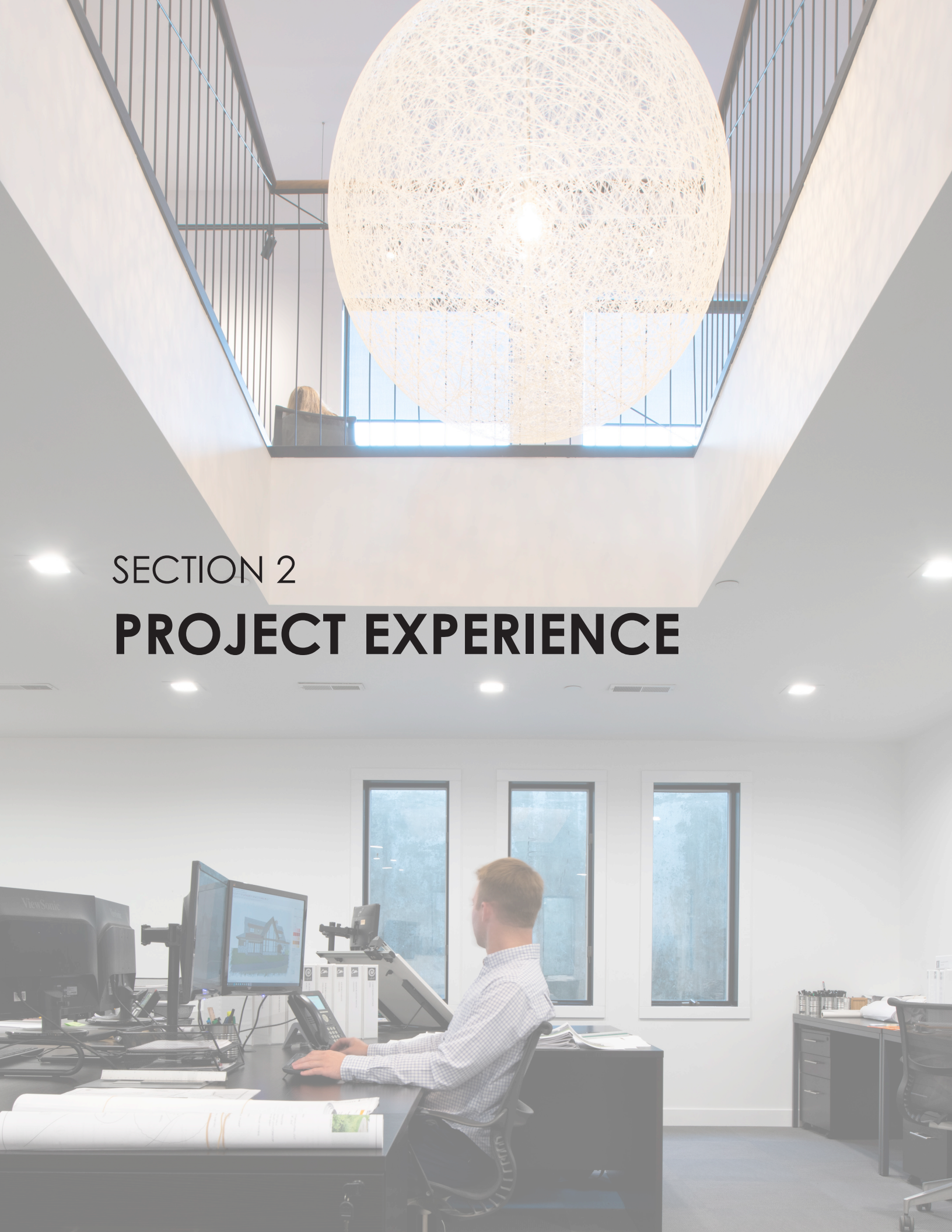
EDUCATION

Bachelor of Civil
Engineering,
North Dakota
State University

Bachelor of
Construction Man-
agement, North
Dakota State
University

PROFESSIONAL EXPERIENCE

- Cardinal Point – Grand Forks, ND
- SoRoc on Maine – Rochester, MN
- Preserve on Maine – Rochester, MN
- Edgewood Townhomes – Grand Forks, ND
- The Edition – Moorhead, MN
- The Meadows – Crookston, MN
- ENDI Apartments – Duluth, MN
- The Gardens – Grand Forks, ND
- Monticello Crossings – Monticello, MN
- Southpoint – Grand Forks, ND
- Ashland – Grand Forks, ND



SECTION 2

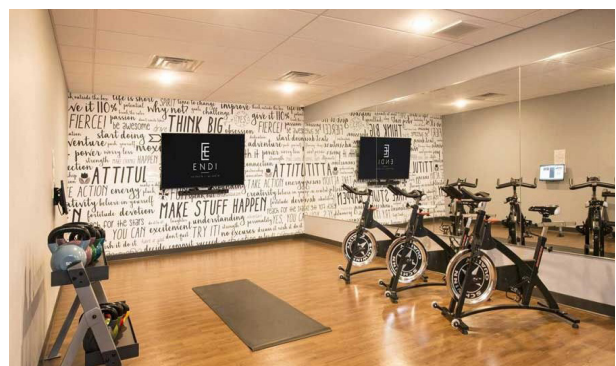
PROJECT EXPERIENCE



NORTHBRIDGE CONSTRUCTION **ENDI APARTMENTS**

2018
DULUTH, MN

The Endi was a great project for Northridge because there were so many challenges to overcome rolled into one city block sitting on the edge of Lake Superior. The project design was very complex and required the post tension foundation and parking levels to be blasted and tied into the surrounding bedrock while incorporating commercial spaces at grade with wood framed residential and outdoor amenity decks above. Due to this design and the nature of the site, the project required the right team to be able to deliver a Class A product for the Owner's compressed schedule. To accomplish this, Northridge had an immense amount of on-site leadership and supervision.



PROJECT DATA

- 250,000 S.F.
- 142 units
- Commercial space
- Amenity deck overlooking Lake Superior
- 2 levels parking

NORTHBRIDGE
CONSTRUCTION



In addition to the team on-site, the project took an immense amount of organization, coordination, and administrative work in the office as the construction started before fully designed and permitted plans were produced by the design team. In total, there were five bid packages released with a number of addenda and countless supplemental instructions from the Architect.

Northridge needed to maintain a high level of communication with the City due to the site being a redevelopment with Commercial, Residential and high traffic areas adjacent to the project location.

Below are links to news articles on the Endi Apartments:

<https://www.duluthnewstribune.com/news/new-details-shared-on-endi-development>

[https://protect-us.mimecast.com/s/](https://protect-us.mimecast.com/s/CsiBC682z1Irj3zS6vQNE?domain=duluthnewstribune.com)

[CsiBC682z1Irj3zS6vQNE?domain=duluthnewstribune.com](https://protect-us.mimecast.com/s/CsiBC682z1Irj3zS6vQNE?domain=duluthnewstribune.com)





NORTHRIDGE CONSTRUCTION **SOROC APARTMENTS**

2018
ROCHESTER, MN

SoRoc Apartments in Rochester MN is another high-end development Northridge was the GC on that incorporated wood framed residential units above an underground parking level. With a selection of studio, one, two, and three bedroom apartments across three different buildings, there also comes an assortment of amenities from a bean bag court to a pool and clubhouse. Soroc offers both relaxation and recreation; community and connection. Modern finishes and unique amenities provide luxury living in a location with urban convenience.





PROJECT DATA

BUILDING 1

- 103,277 S.F. (gross)
- 58 units
- Underground parking
- Amenity building

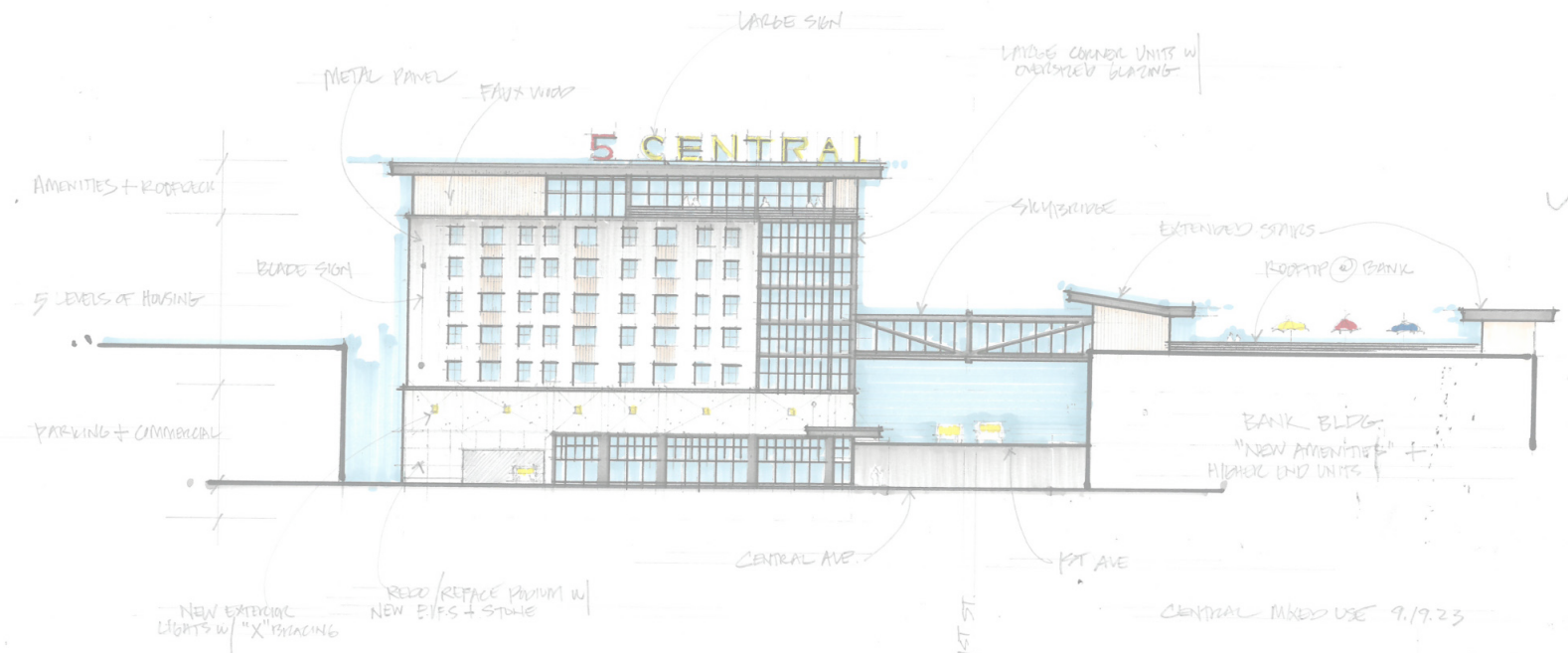
BUILDING 2

- 117,996 S.F. (gross)
- 82 units
- Underground parking

BUILDING 3

- 70,432 S.F. (gross)
- 46 units
- Underground parking





SECTION 3

PROJECT UNDERSTANDING, VISION, & APPROACH

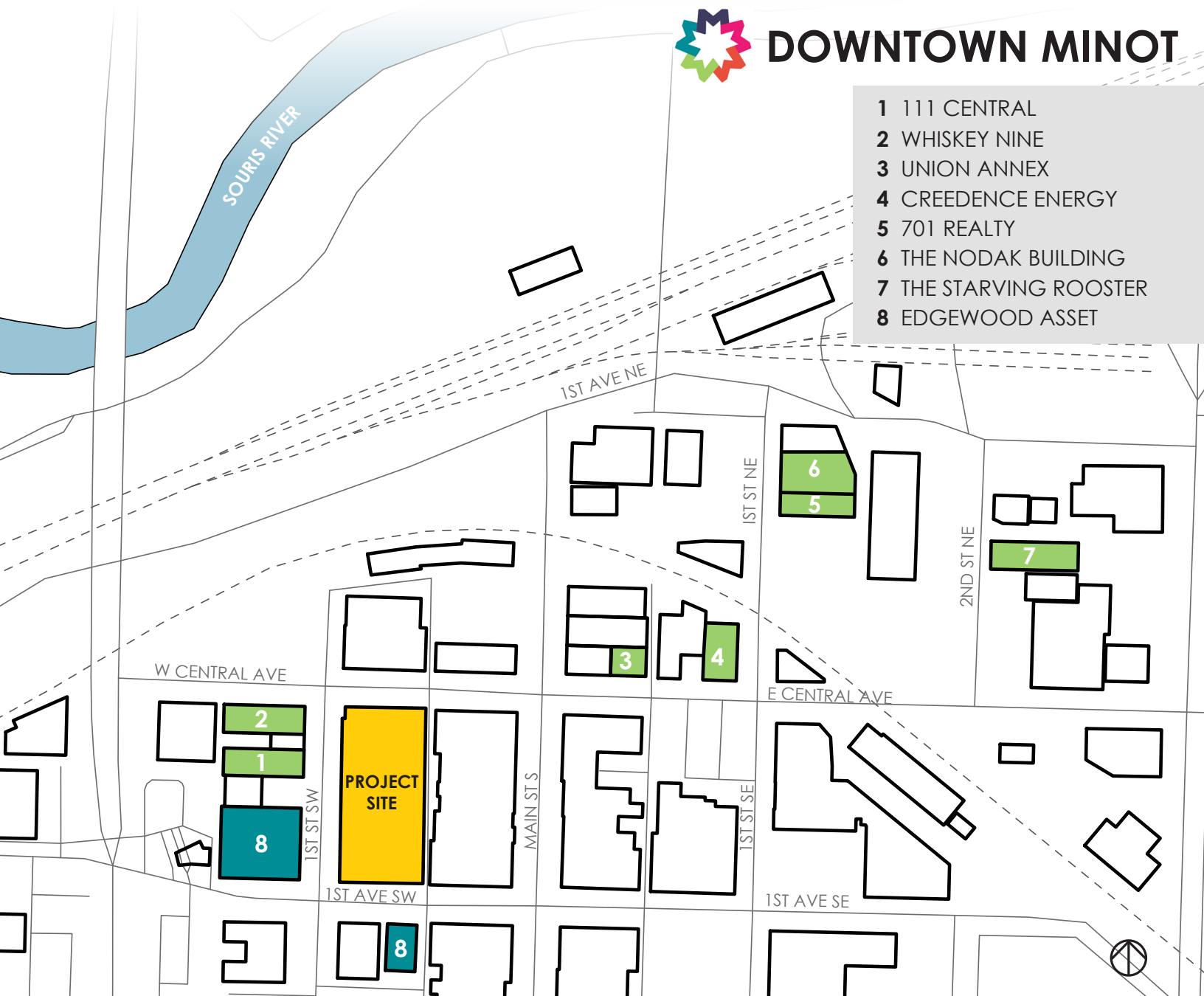


PROJECT UNDERSTANDING

LOCAL CONNECTION

Downtown Minot is a hub of activity. With close proximity to restaurants, activities, and shopping, the location of the Central Ramp Expansion will provide the perfect opportunity for providing attractive, amenity-rich housing and commercial spaces that will appeal to a diverse group of prospective tenants and contribute to the vibrancy of the downtown community.

Our team has roots in Minot; we are heavily invested in the community and are big advocates for the continued growth and development of the downtown. We have recently completed several successful projects within close proximity and believe we have a deep understanding of downtown Minot's unique urban fabric – it's rich history, character, and many attractions.





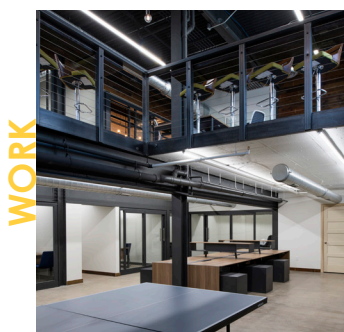
CREATING AN EXPERIENCE

Craftwell brings both local experience and regional expertise. We pride ourselves in our ability to provide innovative design solutions that are site specific and heavily branded to tell a new and unique story. Projects with a true sense-of-place create a memorable experience that attracts and excites its users. Regardless of budget and scale, we make it our priority to provide budget-friendly, high-quality designs that are aesthetically pleasing, safe, and durable, resulting in a project that your community will be proud of for many years to come.



A COMPETITIVE EDGE

Edgewood, Craftwell, Northridge, and consulting engineers have a successful, proven working relationship, with several multifamily and mixed-use projects under construction in our region and beyond. Through this experience we've gained a strong understanding of current trends to fulfill housing market demand for optimal tenant attraction and retention. This site will be an opportune location, creating a competitive edge with walkability to a variety of nearby entertainment, dining, and shopping options. This project will offer a variety of on-site, high-impact amenities that cater to a tenant's desire to work, play, learn, and relax where they live – promoting interaction and sense of community amongst residential tenants.



EXISTING CONDITIONS

Expanding on existing infrastructure provides many financial and environmental benefits, but it does bring with it potential risks and unique challenges. Our structural team, Sandman Engineering, has extensive experience with projects of this scale, complexity, and particular typology. As part of the original design team of the Renaissance Ramp apartments, they have an in-depth understanding existing conditions and constructibility constraints. They will assist the owner and project team with risk assessment as the design concept is developed to ensure all parties understand and stay ahead of potential feasibility issues. Below is a list of items provided to us by Nathan Hoffman, PE:

“Our internal Housing team was retained by project Architects for the duration of 2015 through 2017 to be the Structural Engineer of Record for the housing portions of the Central and Renaissance buildings. Our initial involvement included developing the layout and load paths for the proposed 5 story structures to be built on these Post-Tensioned Concrete podiums. We worked closely with KPFF, the parking ramp SEOR, to provide them the layouts and loads that would be support by the PT podium. With that information, KPFF was able to complete their PT design. The PT podium slabs were then constructed to align with these loading parameters.

As the project moved further along, we provided full structural design and development of a 5-story wood framed housing structure. These structural documents were taken to a substantial completion before the project was formally paused.

SSE's background on these projects provides a great value to the new design team as they plan, design, and construct the housing portions of these projects. We have full understanding of the strategies and limitations of how these housing structure needs to be positioned on the podium to align with the original PT design. The leadership team from our previous work will continue to work on this project going forward.”

PROJECT VISION

DESIGN NARRATIVE

The Central Ramp Mixed-Use expansion proposal capitalizes on this prime location with a distinctive, timeless, and thoughtfully detailed design. As a visible gateway from the Broadway Bridge, this building provides strong branding opportunities, welcoming you as you approach downtown Minot. The roof form lifts up to the North, framing panoramic views of the Souris River valley and beautiful MSU campus. The roof line is also interrupted by vertical pop-ups, highlighting vertical circulation to inform wayfinding and allow daylight to extend deep into the corridors of the building.

The exterior design complements its context in terms of materiality, pattern, form, and scale. The notched façade adds depth, reduces the scale, and provides outdoor balcony space. The regular rhythm of the window pattern responds to the historic character of the adjacent buildings. These tall, repeated openings are connected to again respond to the scale of the building and bring in ample daylight. The rich material palette and transitions add warmth, detail, and interest to the streetscape.

The street corners are stepped back and heavily glazed to provide an eased edge and create an inviting, vibrant, corner displaying internal activities and engaging passersby. The ground floor is activated with pedestrian-accessible, desirable commercial and retail leasing spaces. Branding opportunities are suggested on the exterior as an opportunity to give each tenant their own identity.

PROPOSED PROGRAM

The residential levels are comprised of 5-stories of wood construction, featuring 160 apartments with high-end design elements and a top-notch amenity package. Features such as a shared clubroom, party room, rooftop patios, fitness center and sauna, co-working spaces, pet-friendly accommodations, access to convenient, safe parking, and ample daylight will assist in setting this property apart and making tenants feel at home. The footprint of the expansion aligns with the original proposal to minimize structural conflicts. The maintained courtyards create an outdoor oasis in an urban environment, with patios, green space, and increased access to daylight for interior units within the building. The top floor façade recesses on the north and south side of the building to create a collection of balconies, highlighting the beautiful, expansive views surround the site.





SOUTH ELEVATION



WEST ELEVATION



**160
APARTMENT
UNITS**

**224
PARKING
SPACES**

**13,000+ SF
COMMERCIAL/
RETAIL SPACE**



Craftwell

PROJECT APPROACH

Craftwell will be the Team lead for the parking ramp expansion project and will serve as the point-of-contact for the owner, general contractor, and design team, facilitating and ensuring detailed communication and coordination throughout each phase of the project.

Our team members have visited the site on multiple occasions to assess existing conditions and begin a preliminary analysis of strengths, weaknesses, and opportunities present. Throughout project development, we will continue to collect data as we verify and lead the entitlement process, address applicable zoning regulations, municipal codes, neighborhood council and community group requirements. We will meet with necessary City officials and communicate intent throughout the design process to for transparency and to ensure alignment upon design completion.

To inform the design concept, our team along with the owner, will conduct market research, review case studies, and conduct visioning exercises to understand project goals and objectives. Minot's unique character will be carefully considered and ultimately incorporated into a project that is integrated within its context, a reflection of your community's culture, and a destination for both local and regional residents. We are excited for the future growth and development of downtown Minot and would love the opportunity to be a part of it.



APPENDIX



CLIENT REFERENCES

NORTHBRIDGE CONSTRUCTION



STAYBRIDGE SUITES
LITTLETON, CO

KWB Hotels
1113 S. Minnesota Ave.
Sioux Falls, SD 57105

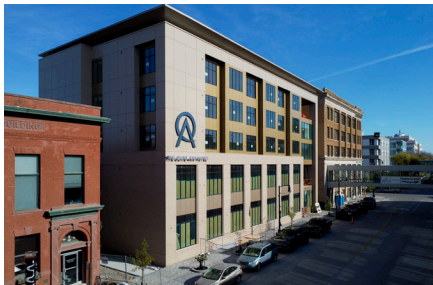
Danny Amundson
damundson@kwblc.com
605.275.9499



THE DISTRICT
GRAND FORKS, ND

Oxford Realty
2009 13th Ave N.
Grand Forks, ND 58203

Mike Opp
mikeopp@oxfordrealtynd.com
701.740.9569



THE DISTRICT
GRAND FORKS, ND

Edgewood Development

Phil Gisi
philg@edgewoodmail.com
701.740.6230



DULUTH TRU
DULUTH, MN

Kinseth Hospitality Companies
801 E 2nd Ave Suite #200
Coralville, IA 52241

Ben Kinseth
bjkinseth@kinseth.com
318.483.6732

CLIENT REFERENCES

CRAFTWELL ARCHITECTURE



THE DISTRICT AT WEST ACRES

Brad Schlossman
CEO, West Acres Regional Shopping Center
Fargo, ND | 701.277.3801



111 CENTRAL

Kevin Black
President, Creedence Energy
Minot, ND | 701.580.7423



STARVING ROOSTER & AT LOFTS

Chad Thompson
Commercial Real Estate Agent, 701 Realty
Minot, ND | 701.240.9938



FARGO LAUNDRY

Keith McGovern
President, R.D. Offutt Farms
Fargo, ND | 701.261.309

Debarment

By submitting a Proposal, the Proposer must certify by signing below, that it is not currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and that it is not a person or entity that is currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.

Company	<u>Edgewood Real Estate Investment Trust</u>
Address	<u>51 Broadway N., Suite #600 Fargo, ND 58102</u>
Contact Person	<u>Danny Hanson</u>
Telephone Number	<u>701.833.8689</u>
Email Address	<u>danny.hanson@ewreit.com</u>

**THE CITY OF MINOT
REQUEST FOR PROPOSALS
SUBMISSION FORM**

Company	<u>Edgewood Real Estate Investment Trust</u>
Address	<u>51 Broadway N., Suite #600 Fargo, ND 58102</u>
Contact Person	<u>Danny Hanson</u>
Telephone Number	<u>701.833.8689</u>
Email Address	<u>danny.hanson@ewreit.com</u>

NOTE: It is the Proposer's responsibility to provide adequate information in their Proposal package to enable the City to ensure that the Proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the Proposal.

EMPLOYEES NOT TO BENEFIT

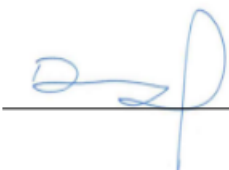
I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of the City or members of his/her family, including spouse, parents, or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Date	<u>10/26/2023</u>
Name (Printed)	<u>Danny Hanson</u>
Title	<u>Executive Vice President</u>
Signature	

Request for Proposals
Minot Parking Ramp Rehabilitation and Expansion Project
For Commercial and Residential Uses
City Project 1-2023 and 2-2023

This is a call to redevelop the Renaissance and Central **parking ramps (aka garages)** in downtown Minot, North Dakota by adding mixed-use buildings above both structures. The City of Minot is requesting proposals for the redevelopment of both parking ramps.

Please be aware that this is ONE RFP for TWO Proposals. To encourage diversity of design and use, each property will have a separate proposal. Respondents shall submit separate Statements of Proposal (SOP) for each parking ramp. The statements may be submitted with similar, but not identical, responses.

To increase the number and quality of responses, this proposal is a two-step process meant to allow for a cost-effective first response by all interested parties that will allow the City to judge the qualifications of all of the proposers and the concepts they are proposing for each property followed by a more detailed response from a group of finalists allowing the City to select the best proposal for both structures, including a discussion of terms.

Both ramps underwent construction in 2015 and were completed in 2016. The ramps were designed and built to accommodate five-story wood-framed apartments above the current structure (renderings for both ramps can be found in the links listed below). Both ramps occupy half a downtown block on a gently sloping street with three street fronts and an alley allowing some flexibility for retail/commercial uses and entrances. The properties are separated by one block with the longest façade of each property located along West 1st Street. Over 94,000 square feet of space is devoted to 199 parking spaces divided into three levels, two above ground, each with separate entrances. There is also a little more than 13,000 square feet built for retail use, none of which is currently occupied.

Each of the ramps is on the city's assessment list with an unofficial value of \$4.5 Million and was valued in the original permitting process at \$5.25 Million each.

In the summer of 2021, the properties were recovered by the city in a last-resort lawsuit where the former developer failed to develop the properties as contracted and make lease payments. The developer lost the lawsuit and has exhausted all appeals.

This RFP document includes:

- Photos of both properties (Page 2)
- Vicinity map (Page 4)
- Rendering of possible apartments (Page 6)

The zoning of the properties is "Central Business District" as are the surrounding buildings. The proposed uses should reflect land uses allowed in that zone.

To allow us to update you, PLEASE PROVIDE US WITH YOUR EMAIL(ONLY):

TO: jonathan.rosenthal@minotnd.gov
SUBJECT LINE: **Providing our email contact**

The Minot Land Development Ordinance may be accessed on the Minot City website:
<https://www.minotnd.gov/DocumentCenter/View/7597/Land-Development-Ordinance-of-City-of-Minot>
The garage as-builts and prospective apartment plans, the RFP, City Background, and video of the sites are also found below: [Bid Postings Page](#) www.minotnd.gov/Bids.aspx

Renaissance Parking Ramp (City Project 1-2023) - 205 1st Street SW
Looking north at the intersection of 1st Street SW and 3rd Avenue SW



Central Parking Ramp (City Project 2-2023) - 5 1st Street SW
Looking south at the intersection of Central Avenue West and 1st Avenue SW



RELEVANT INFORMATION ON BOTH PROJECTS

Introduction

Each parking ramp is conveniently located in downtown Minot one block east of U.S. Highway 83, a five-lane arterial highway, which is known as "Broadway" within City limits.

The Renaissance Ramp (City Project 1-2023) is the southernmost ramp. Located at 205 1st Street SW, it is between 2nd Avenue SW and 3rd Avenue SW. To the east is the former Wells Fargo Bank building, which was recently converted into Minot City Hall. To the north is the iconic eight-story modern, "M Building", whose glass skin and aluminum bones are reminiscent of the style of Ludwig Mies van der Rohe. To the west is a parking lot currently serving Trinity Hospital. To the south is a funeral home and several properties belonging to Trinity Hospital.

The Central Ramp (City Project 2-2023) is the northernmost ramp. Located at 5 1st Street SW, it is between Central Avenue West and 1st Avenue SW. The property is surrounded on all four sides by small-scale retail and office buildings.

Both ramps are made of reinforced concrete and have a capacity of 199 parking spaces. Both ramps have been managed by the Minot Municipal Limited Parking Authority, which has a membership of residents and business owners that are appointed by the Minot City Council. The ramps are currently owned by the City of Minot.

Each parking ramp was sided by the city with a combination of EFIS (External Foam Insulation System) and composite materials. This was done to preserve the structure but was also seen as a temporary covering. There is little glass. The replacement or addition of masonry was contemplated when these surfaces were installed. There are vents installed which may be covered and insulated and there is the provision for an elevator shaft.

The Growing City of Minot and its Downtown

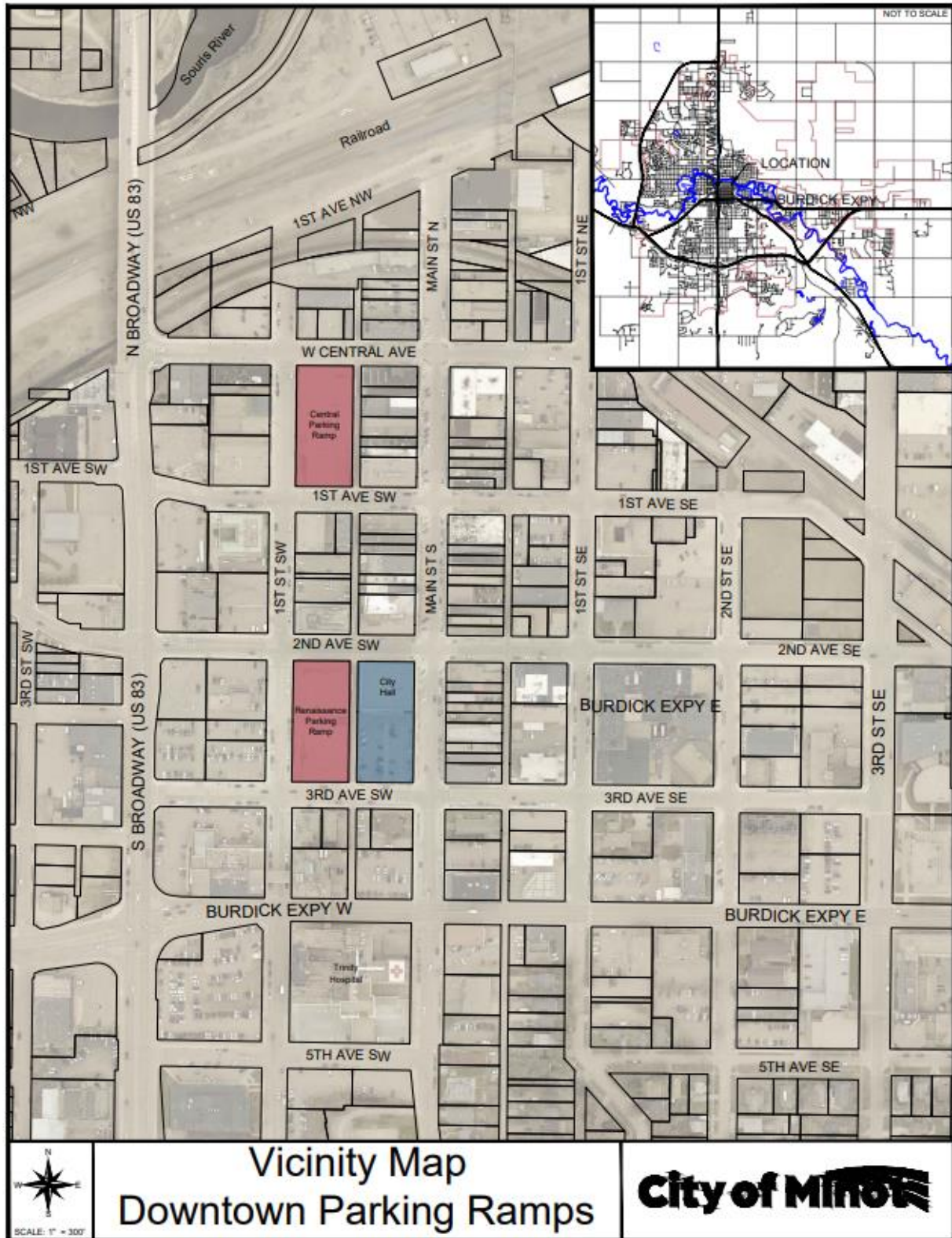
The City of Minot has a 2020 population of 48,377, up 7,489 people from 2010 but the immediate housing in the unincorporated areas surrounding the city brings that number to around 51,000 people. Minot's population grew by 18.3% in the decade ending in 2020, according to US Census figures.

The population of the Minot Micropolitan Area is estimated to be 76,444. The City has no immediate suburbs. Development essentially ends at or close to the city limits and transitions to open farmland. The United State Census Bureau recently announced that the Minot will be transitioning from a micropolitan area to a metropolitan area, however, the City is yet to attain CBDG entitlement community status because our municipal population is still a shade below 50,000.

The city is the shopping and population hub of north-central North Dakota, making up almost half of the region's population. Minot's downtown was the first area of Minot to be settled and developed. It is roughly bounded by the Souris (Mouse) River on the north. Burdick Expressway on the south, Broadway on the west, and the rail tracks on the east.

A recent retail evaluation by The Retail Coach (a consulting firm doing work for the city) supports the importance of Minot as a primary retail shopping center from the Eastern Montana border, the Canadian border, east to Devil's Lake, and south to Lake Sakakawea (the Missouri River). Secondary shopping extends into the Manitoba and Saskatchewan provinces of Canada and several small towns in eastern Montana.

Vicinity Map of Downtown Minot, Both Parking Ramps and City Hall



A mobile data analysis by The Retail Coach spanning 2020-2021 estimates the number of visits to downtown Minot at about 1.79 million visits, capturing more than 221,000 customers per year. With an average length of customer stays exceeding two-and-a-half hours, properly positioned downtown stores and restaurants have an opportunity that exceeds all other shopping areas of the city.

The 400+ bed Trinity Hospital has recently relocated from downtown and moved most of its facilities to the Southwest corner of the city where it created a new main campus. A smaller portion of the current medical campus will remain downtown. The reuse of all of the structures has not yet been determined. It is possible that some may be converted to housing and some properties may face full or partial demolition.

Downtown Minot is largely, physically intact. Most of the existing buildings of Main Street and the surrounding Central Business District were constructed from about 1900 to 1930, but there are a few more recent buildings. Most buildings are in good condition although some renovations may be needed. In general, the city is supporting historically sensitive renovations. The city actively encourages restaurant and bar development. These uses are considered the “beachhead” of downtown redevelopment.

Preferred Uses

The development of both structures needs to be viable in the market. Both ramps are zoned Central Business District, which requires commercial usage on the ground level and commercial, residential, or a combination of both uses on the upper floors. Both ramps are used for public parking on the first floor, so the City is flexible in how the floors above the parking levels will be used. Commercial uses (retail, office, restaurant, etc.) are desirable on the lowest level(s) of the floor(s) above the ramps. Residential uses are envisioned on the upper floors, but the City of Minot is open to all ideas.

There is a strong preference for attracting unique commercial tenants who will draw customers downtown and also for residential tenants who will contribute to spending money in downtown restaurants and entertainment venues as well as in retail. Mixing a small portion of Low-to-Moderate Income (LMI) housing may be appropriate especially if the units are targeted to downtown retail and restaurant workers. The city does not currently provide any incentives toward LMI housing.

Interested parties are also encouraged to look at the retail dashboard on the city’s economic development web page for information about downtown, retail opportunities in Minot in general, and comparisons to other shopping areas including the Dakota Square Mall.

The quality of the housing will determine the long-term ability to attract and keep good-quality, residential tenants. The number of bedrooms, unit size, finish, amenities such as storage, outdoor decks or balconies, in-unit laundries, community rooms, workout spaces, first-floor dining, and bathroom fixtures, all can play a role in initial rentals but also in retaining and attracting them over time. The ability to purchase a unit as a condominium may influence investment decisions for higher-end units. We believe most high-end units are likely to be purchased rather than rented.

A boutique hotel serving downtown would be welcome as Minot does not have a hotel located within its central business district, however, the city does have a healthy inventory of hotels throughout the rest of the city. A small movie theatre showing features not generally shown on the multiplex screen might be viable.

Although limited by space at ground level, the addition of a “pocket park” an outdoor park-like setting such as a cluster of trees, a water feature (small pond, fountain, waterfall), and outdoor seating may be viewed favorably.

Although not a requirement, electric vehicle charging stations may need to be developed within the parking ramp over the next decade or so. Places for tenants and visitors to charge cars will be important. The provision of charging stations is expected to be associated with a fee for their use.

Incorporating a recreational amenity such as tennis, pickleball, fitness center, or other entertainment venues will be viewed favorably.

Unique Circumstances

The Renaissance Ramp, next to the new Minot City Hall at 2nd Avenue and Main Street S, has some unique circumstances that should be considered as you develop your proposal:

- The City government will require about 80 parking spaces to accommodate parking needs for the adjacent city hall building, plus 10 additional spaces for private tenants located in City Hall.
- The ramp will also need to accommodate some public parking on a long-term basis for downtown housing and retail uses on Main Street and elsewhere. The exact number has not been determined, but it is estimated that between 50 and 75 spaces might be needed for both retail and long-term residential uses.
- Space for maintenance items such as a sweeper will be needed (probably on the ground level) within the ramp.
- The City Transit Authority, a division of the Public Works Department, will be developing a transit center at the corner of 1st Street SW and 2nd Avenue SW. The buses will “stack” pointing north along the east side of 1st Street with a waiting room and small office for those operations along with public restrooms facing Central Avenue. About 800 square feet of space will be required for these purposes. A lease or some other arrangement would be negotiated.

FINANCIAL INFORMATION

Co-Investment Developers

The City of Minot has several examples of downtown property owners who have partnered with restaurants, but other cooperative retail ventures are also welcome. Encouraging and attracting entrepreneurs and franchises is one approach but the city welcomes approaches that advance new business creation to fill and diversify the retail and office environment. Minot wants to hear from creative developers who engage new tenants and the development of neighboring and nearby properties through partnerships or acquisitions.

Developers should detail their history of acquiring properties for retail as well as residential. Demolition of historic and contributing structures is generally discouraged, especially for parking. Funding for this project is expected to come entirely from private sources.

Financial Incentives

The City of Minot participates in the State of North Dakota’s Renaissance Zone program, which incentivizes a five-year property tax abatement whenever improvements are greater than 50% of a building’s pre-construction full and true value. Both ramps are located in Minot’s Renaissance Zone. There are also state income tax advantages. Although residential

condominiums may be a desirable part of the mix, there may be tax advantages in holding back for five years due to State income tax incentives.

The City may also consider Tax Increment Financing (TIF District) to pay for public improvements and amenities. This is subject to negotiation and approval of the other taxing authorities including Ward County, Minot Public Schools, and Minot Park District. However, a property that is approved for a TIF District is not eligible to apply for the Renaissance Zone program.

The Minot City Council recently passed a property tax incentive on all new owner-occupied housing developments within city limits. Condominium units are eligible for this incentive program which offers an exemption of up to \$150,000 of the full and true value of the construction year (only if the builder is also the owner) and two years for a new homeowner. This program is not available if the developer applies for a TIF district or the Renaissance Zone program.

STATEMENTS OF PROPOSAL REQUIREMENTS

Format of Proposed Statement

To conduct a reasonable and efficient evaluation of prospective firms, the City requires that firms prepare Statements of Proposal (SOP) that are clear and concise, and which follow the format outlined below. SOPs shall be bound and submitted on typewritten, 8-½" x 11" paper. Margins shall be no less than 1" around the perimeter of each page. Font size shall be no less than 11-point type. Drawings and illustrations may be fan-folded to fit, not to exceed 11' x 14" paper. The SOP shall contain a Table of Contents that cross-references each requirement with a specific page in the SOP. The SOP shall be limited to 40 pages printed front and back, not including the covers, the table of contents, or dividers.

All SOPs shall be organized in the following manner:

Section 1: Company Background Information

Company Profile: Provide a general description of the company, and a brief history of the firm, with particular regard to the number of years in business, and the number of years of specific relevant experience. Identify office locations, numbers, and types of personnel available to complete the project(s). Provide the name of the principal contact person at the company to whom all questions should be addressed and their phone, email, and other pertinent information.

Key Personnel: Each prospective firm must submit a list of key personnel, their areas of expertise, licenses, and certifications, and a description of how the project tasks will be organized within the firm not to exceed one page per person. The firm's project manager must be identified and provide full qualifications for that individual to lead this project. Where required for the firm's practice, professionals must be registered in the State of North Dakota. All support personnel must be identified with their respective roles enumerated.

Section 2: Project Experience

Previous Project(s): The SOP must identify at least one project, but not more than three projects of similar size and general scope to the Minot Parking Ramp Rehabilitation and Expansion Project 1-2023 **or** 2-2023 that have been previously completed by the respondent. The previous project(s) may or may not have included a parking ramp/garage. Provide your experiences with difficulties you have overcome (if any) with any of your

previous projects. Please give detailed design information, uses, and community involvement.

Success Stories: Please include data, studies, and/or reports on how the previous project(s) positively impacted the neighborhood/community. Please attach links to news articles, media reports, or awards the project(s) may have received. Photographs and letters of recommendation from local officials are encouraged, but not required.

Section 3: Project Understanding, Vision, and Approach

Project Understanding: The proposal must demonstrate that the proposer understands the community impact of the Minot Parking Ramp Rehabilitation and Expansion Project 1-2023 or 2-2023. It will summarize the accommodations to existing community needs such as parking for city hall and the general public.

Project Vision: Describe your vision for this project. Give us your thoughts on the design of the building, the types of end-users that the builder will serve, and public and private amenities that will be the envy of other property owners. Project the impact you want the project to have on downtown Minot. We will require you to submit at least one conceptual rendering of your vision for the finished product.

Project Approach: How will you involve community leaders, current and prospective downtown business owners, and/or the general public with the planning for this project?

Appendix Section:

References: A minimum of five (5) client references of past projects with similar size and general scope must be included. Provide contact information for the references.

Required Forms: Respondents must fill out and attach the Debarment Form (on page 15) and the City of Minot RFP Submission Form (on page 16).

Resumes/CVs: Can be included in an appendix and will not count against the page limit. This is not a requirement.

CRITERIA FOR SELECTION OF FINALISTS FOR PHASE I OF RFP

The top respondents will be chosen for an interview which may be conducted remotely or in person. All SOPs submitted before the deadline will be examined and evaluated based on the factors presented below. It is the responsibility of the consultant to provide information, evidence, or exhibits that demonstrate the ability to satisfactorily respond to project requirements and the factors listed below.

RELEVANT EXPERIENCE AND ABILITY OF PROFESSIONAL PERSONNEL – 30 POINTS

Specialized experience is required of the project personnel proposed to undertake the work assignments. The proposer must demonstrate the capability to deliver in addition to the academic background, training, certifications, and experience of the proposed personnel. Specific project experience relevant to this scope of services must be demonstrated by showing the personnel's roles and responsibilities for those previous projects. Relevant experience with office building additions, remodeling, and repurposing. Higher scores will be given to developers who can demonstrate successful experience with downtown projects. Experience working cooperatively with complex projects or public/private projects is a plus.

PROJECT UNDERSTANDING AND APPROACH – 30 POINTS

The selection committee will judge your understanding and approach to these projects. What's this project going to do? How will it add to the downtown area? How will it integrate with the existing area surrounding it? Will it complement or hinder existing downtown uses? Will this be a project that a vast majority of Minot's residents will support? How will the community be involved in the success of this project?

QUALITY OF CONCEPTUAL DESIGN – 20 POINTS

The selection committee will evaluate the conceptual plans for each property. The selection committee is looking for projects that will complement our existing skyline, blend in with other properties in the immediate neighborhood, and exhibit a sense of pride in our community.

IMPACT OF PROPOSED USES – 20 POINTS

Projects with a healthy mixture of commercial and residential uses and/or unique uses or use currently unavailable in downtown Minot, such as a boutique hotel, will score higher with the selection committee.

EVALUATION PROCEDURE

Based on the results of this selection process, the highest-rated firms will be offered a second, more detailed presentation. If a selected firm declines the opportunity, the City may extend an offer to make a final proposal with the next-ranked firm. The city reserves the right to seek other proposals or withdraw this RFP.

MATERIALS REQUIRED FOR PHASE II OF RFP

General Information

The information in this section will only be required from the finalists that are chosen by the Selection Committee. Do not respond to this portion of the RFP unless you have specifically been asked to do so by the City of Minot in writing.

During Phase II of the RFP, the City of Minot will evaluate your specific plans and what you will be requesting from the City of Minot. This part of the process could take up to three (3) months to allow time to prepare a detailed proposal for the respondents. Finalists will be notified in writing by the City of Minot of the deadline to reply to Phase II of the RFP.

The City of Minot offers free Development Review Team (DRT) meetings to all of our customers. We strongly suggest, but will not require, that you schedule a DRT meeting with the City soon after you have been named as a finalist. The Development Review Team consists of representatives from the City planning, inspections, engineering, and fire departments. The team can help answer your questions on local zoning, building codes, infrastructure, and fire code requirements. DRT meetings can be held remotely with out-of-town personnel.

Detailed Information

Please respond as organized below. The general scope of work is as follows:

1. Space Needs Analysis
 - a. Review and account for existing public uses for parking, transit, and so on.

- b. Consider and plan for building tenants to understand their requirements.
 - c. Explain any necessary modifications to parking availability and those timelines during the garage rehabilitations.
 - d. Create conceptual floor plan(s). One floor plan may be representative in some situations.
 - e. List potential tenants and public/private amenities.
 - f. Give us the approximate square footage of all uses per floor, plus the number of residential uses and the type of residential uses (condo, rentals, LMI, etc.).
 - g. Consider any possibilities to share an elevator through a “skywalk” to buildings across a right-of-way or alley.
2. Design
- a. Provide daytime and nighttime renderings of all four sides of the proposed building.
 - b. Show parks, parklets, outdoor plazas, or other public spaces and amenities that will be created.
 - c. Presenting design alternatives is encouraged, but not required. Giving the selection committee options to choose from would be helpful.
 - d. Explain how the design(s) is both attractive to tenants and will withstand the test of time. If the project design is temporal, please provide an estimated period for significant updating.
 - e. Create quality standards for development including appliances, counters, flooring, windows, and doors that will apply to general construction.
 - f. Explain the security and technology plan with an emphasis on automation and technology required to run a modern residential or mixed-use office building.
3. Financial Information
- a. Produce final cost estimates based on final designs and space layout.
 - b. State in detail how the project will be financed.
 - c. Provide a list of financial organizations and equity partners and their percentage of participation. Provide a letter from a financial institution stating they will be handling the financial details of the project.
 - d. State your plans to utilize one of the requested financial incentives highlighted on pages 7 & 8 of the RFP. Other alternatives may be considered.
4. Description of Proposed Project and Contribution to Downtown
- a. Describe any sinking or reserve funds for maintenance, use of condominium ownership, or
 - b. Describe the creation of a Home Owners Association (HOA) to maintain quality.
5. Financial Participation
- a. Terms of Contract Proposal.
 - b. Amount offered for garage properties. Income might be expected from parking spaces leased by the city and leases to private entities for parking and retail.

Interviews

The City will offer finalists the choice of an on-site in-person interview or a remote interview for the second phase.

CRITERIA FOR THE RANKING OF FIRM(S) FOR PHASE II OF RFP

All Phase II SOPs will be reviewed and rated based on the combination of factors regarding the SOP submitted and the evaluation criteria outlined in the RFP. The criteria used for scoring the consultant in this round will be as follows:

1. Quality of Conceptual Design – **25 Points**
2. Impact of Proposed Uses – **25 Points**
3. Strength of Financial Commitments – **20 Points**
4. Strength of Contribution to Downtown – **15 Points**
5. Presentation in the Interview – **15 Points**

After the Selection Committee has completed interviews with all finalists, the Selection Committee will use the criteria listed above to rank the proposals. The ranking of each proposal will be submitted to the Minot City Council, which shall make the final decision for each project.

ADDITIONAL INFORMATION AND REQUIREMENTS

City Contact

If you have a question or suspect an error in the RFP, you should immediately notify the City's Project Contact listed below.

Mr. Jonathan Rosenthal
Economic Development Administrator
P.O. Box 5006
Minot, ND 58702-5006
email: jonathan.rosenthal@minotnd.org

Do not discuss the solicitation or your proposal, directly or indirectly, with any City officer or employee other than the City's Project Contact. The City Contact will either directly provide an answer or proper contact for your questions. Only written answers to questions either by email or written correspondence shall be allowed and be binding on the City. Any questions submitted in writing will be answered regarding the project and will be posted on the City of Minot website: www.minotnd.gov

Submission Information

Statements of Proposals (SOPs) must be mailed or delivered to the following address:

USPS
Ms. Mikayla McWilliams
City Clerk
P.O. Box 5006
Minot, ND 58702

UPS/Fed EX/Hand Delivery
Ms. Mikayla McWilliams, City Clerk
City Hall
10 3rd St. SW
Minot, ND 58701

Responses to this Request For Proposals must be submitted to the Minot City Clerk's office by 12:00 noon, Friday, October 6, 2023.

PLEASE PROVIDE US WITH YOUR EMAIL(ONLY): jonathan.rosenthal@minot.nd.gov Subject Line: Providing our email contact
--

The proposer must submit eight (8) bound copies and one digital copy in PDF format. The RFP must be labeled "Proposals for Submittal for Minot Parking Ramp Rehabilitation and Expansion – City Project 1-2023 (Renaissance Ramp) or 2-2023 (Central Ramp)".

The City of Minot will open SOPs at the due date, time, and delivery location. Before the due date, you may mail or hand-deliver proposals, modifications, or withdrawals. We do not allow email, fax, or other electronic submissions. The City must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider proposals, modifications, or withdrawals submitted after the due date and time. All times are City of Minot local times.

Evaluation of Proposals

SOPs will be evaluated promptly by a committee selected by the Minot City Manager. The Committee will select and interview finalists and make recommendations to the Minot City Council.

Public Records and Requests for Confidential Treatment

SOPs become the property of the City of Minot and these and late submissions will not be returned. Your SOP will be open to the public under North Dakota Century Code Chapter 44-04-17.1 through 44-04-31. We will disclose the successful Vendor's name and the substance of the SOP.

Reservations

You must read and understand the solicitation and tailor your response and activities to ensure compliance. We reserve the right to amend the solicitation, reject any responses; award by item, group of items, or total; and waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the response, including information about sub-consultants and suppliers. We may request the Best and Final Proposals when appropriate. We will make all decisions on compliance, evaluation, terms, and conditions, and shall make decisions solely in the best interests of the City. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your proposal. You have no right to an award by submitting a response. We are not responsible for and will not pay any costs associated with the preparation and submission of your response. If you are the awardee, you shall not commence, and will not be paid for any billable work before the date all parties execute the contract unless approved in writing in advance by the City Project Manager.

Governing Law and Forum

North Dakota law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract to the appropriate court in North Dakota. We do not allow binding arbitration as a method of dispute resolution.

Acceptance of Responses

The City reserves the right, in its sole discretion, to waive minor irregularities in responses. A minor irregularity is a variation of the RFP, which does not give one party an advantage or benefit not enjoyed by the other parties or adversely impacts the interest of the City. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

Exceptions and Deviations

Proposers taking exception to any part of any section of the solicitation shall indicate such exceptions in the Response and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Responses, unless specifically allowed, shall be subject to rejection in whole or in part.

Nonconforming Terms and Conditions

A Response that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its Response before a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

Supplemental Information

Supplemental information on this RFP is available on the City's website or through the City Contact listed on Page 12 of this RFP.

Expenses Incurred in Preparing Offers

The City accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of the response or offer. Such expenses shall be borne exclusively by the Proposer.

Proprietary Information

All submittals become public information. The Proposer should not include any information considered proprietary or confidential.

Debarment

By submitting a Proposal, the Proposer must certify by signing below, that it is not currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and that it is not a person or entity that is currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.

Company _____

Address _____

Contact Person _____

Telephone
Number _____

Email Address _____

**THE CITY OF MINOT
REQUEST FOR PROPOSALS
SUBMISSION FORM**

Company _____
Address _____
Contact Person _____
Telephone _____
Number _____
Email Address _____

NOTE: It is the Proposer's responsibility to provide adequate information in their Proposal package to enable the City to ensure that the Proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the Proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of the City or members of his/her family, including spouse, parents, or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Date _____
Name (Printed) _____
Title _____

Signature _____

Quick Overview of Ramps/Garages

Both ramps are physically similar but have different restrictions due to public uses.

- Respondents need to submit a separate SOP for each ramp they are interested in addressing
- “Central” at Central Avenue, “Renaissance” at 1st Avenue West
- The “Renaissance Ramp” is next to City Hall and has current demands on a portion of the space and parking spaces.
- Reinforced concrete garages
- EFIS exterior surface
- Constructed in 2015/2016
- May accommodate 5-story wood-framed apartments above
- Occupies half a downtown block
- Three street fronts and an alley
- Over 94,000 square feet of space for parking
- Divided into three levels, two above ground
- 199 marked spaces
- More than 13,000 square feet of partially-finished space for retail use exist, none of which is currently occupied
- Has current parking rents up to \$70/month/space
- Possible incentives include Renaissance Zone benefits (property and income tax) and Tax Increment Financing

For us to quickly provide updates, corrections, and other information, interested parties should provide us with their email to:

jonathan.rosenthal@minotnd.gov

Subject Line: Providing our email contact

MINOT PARKING RAMP REHABILITATION AND EXPANSION
PROJECT 2-2023

OUR TEAM

OUR TEAM |



ROGER DOMRES

Founder, Advisor



DANNY HANSON

Executive Vice President,
Project Manager



ALEX ERICKSON

Financial Analyst



JON MISKAVIGE

Co-founder,
President/CEO



RYAN CARLSON

Co-founder, COO,
Executive Vice President



BRETT CARLSON

Director of Development



CHRIS HAWLEY

Principal-in-Charge,
Project Designer



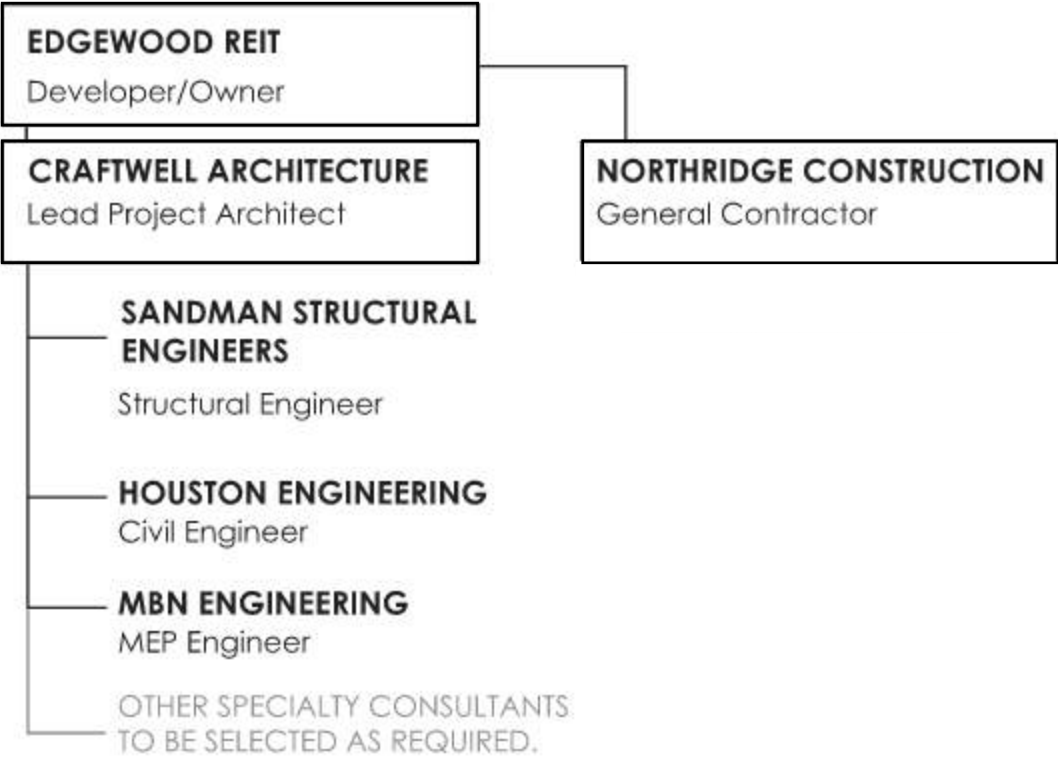
BRITTANY DAWSON

Project Architect, Team
Lead





TEAM ORGANIZATION STRUCTURE



WHY OUR TEAM?



OUR TEAM |



- Community investment
- Local market expertise
- Extensive relevant experience
- Unique, adaptable solutions
- Small business connections



OUR SERVICES

- Multi-family & commercial development
- Asset management
- Investment & advisement placement
- Real estate, tax, accounting, & finance



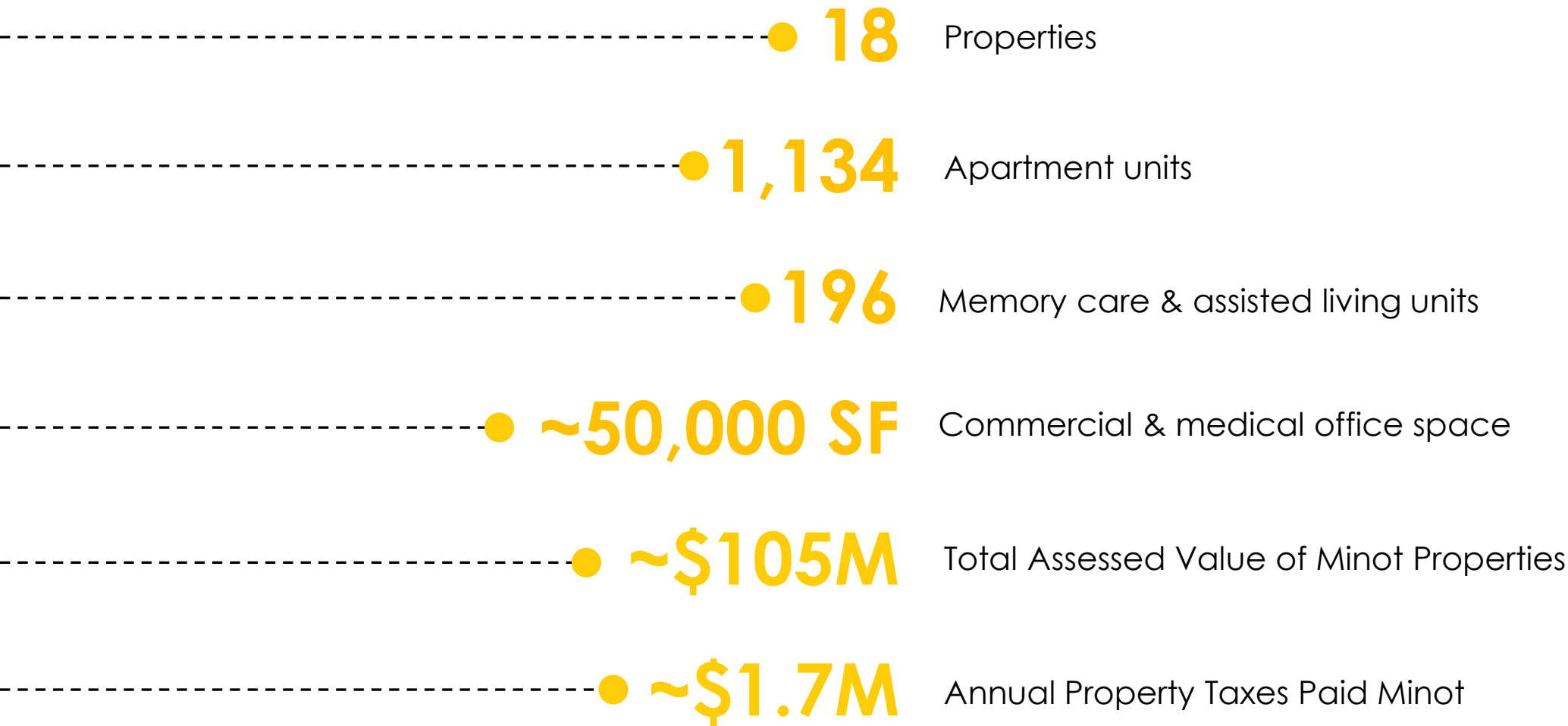


\$2.2B

IN MARKET ASSET
VALUE ACROSS
14 STATES



MINOT METRICS



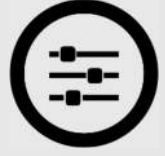
NORTHBRIDGE





OUR SERVICES

- Development
- Pre-construction
- Construction management





HOSPITALITY

MULTI-FAMILY

SENIOR LIVING

STUDENT LIVING

RESTAURANTS & RETAIL

\$200M+

2023 PIPELINE

\$200M+

HOSPITALITY/ SPECIALTY
COMMERCIAL

\$500M+

MULTI-FAMILY/ SENIOR LIVING/
STUDENT HOUSING





ENDI APARTMENTS
DULUTH, MN | 2018

PROJECT STATS

- 250,000 S.F.
- 142 units
- Commercial space
- Amenity deck overlooking Lake Superior
- 2 levels parking





SOROC APARTMENTS
ROCHESTER, MN | 2018

PROJECT STATS

BUILDING 1

- 103,277 S.F. (gross)
- 58 units
- Underground parking
- Amenity building

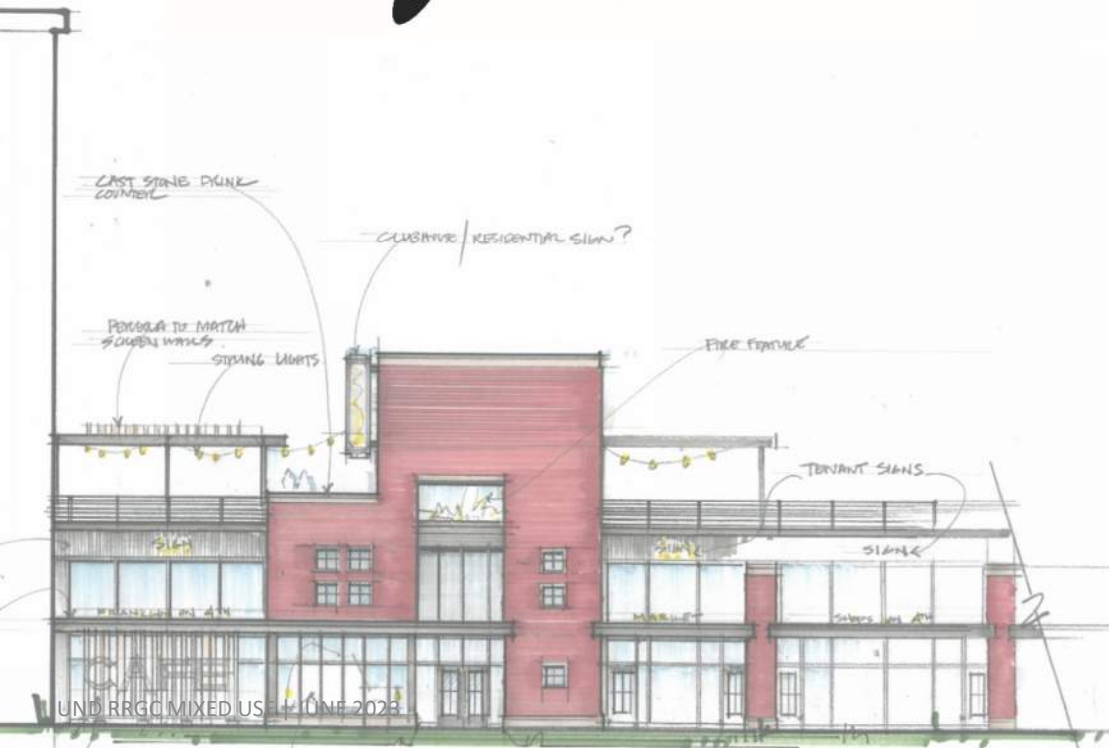
BUILDING 2

- 117,996 S.F. (gross)
- 82 units
- Underground parking

BUILDING 3

- 70,432 S.F. (gross)
- 46 units
- Underground parking







OUR SERVICES

- Full-service design/ build firm
- Master planning & pre-design
- Schematic design
- Design development
- Construction documents/specifications
- Interior architecture
- Casework & millwork design
- Material selection & detailing

11

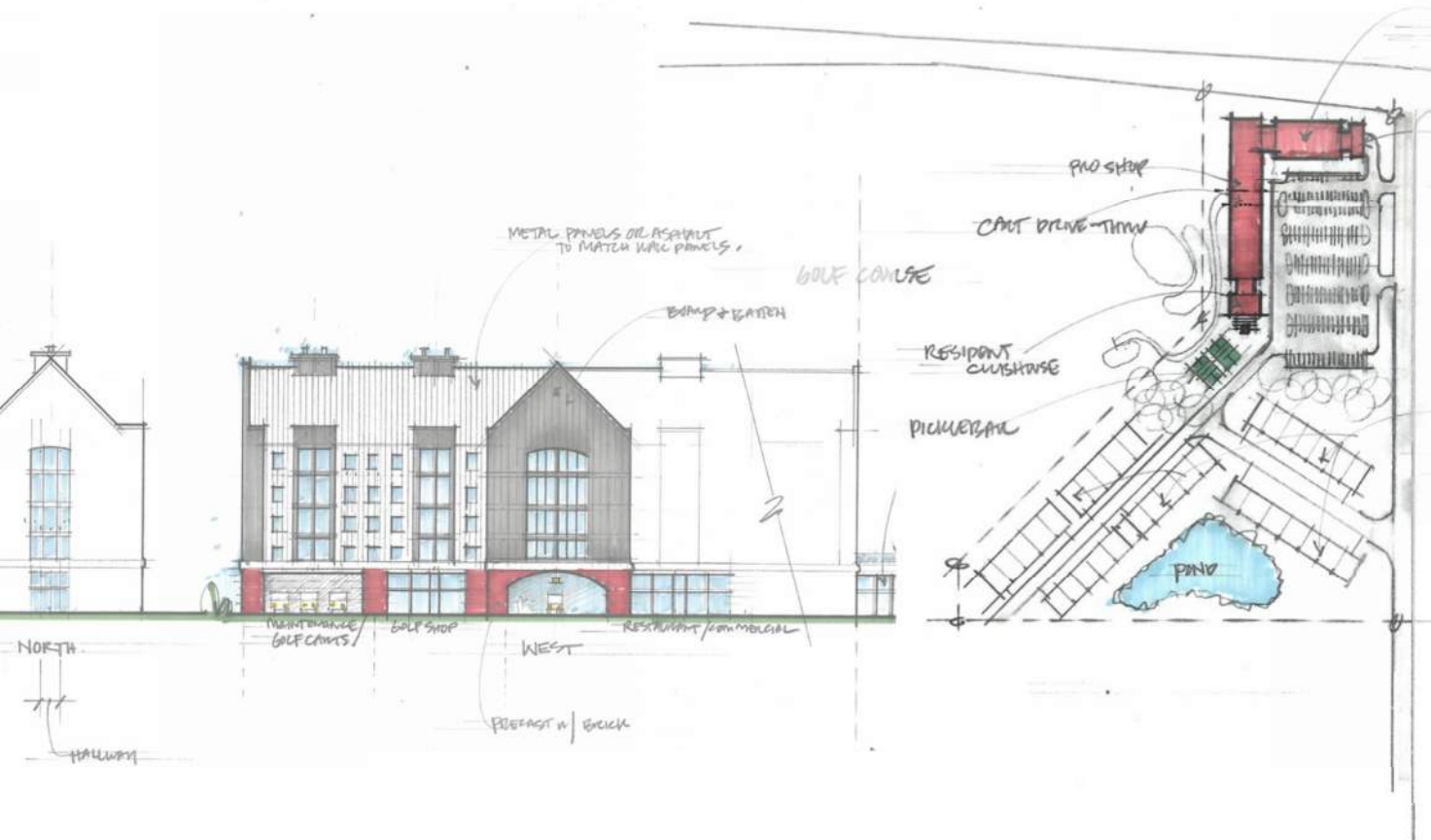
YEARS IN BUSINESS

7

MINOT STOREFRONT REHABS

18

AIA DESIGN AWARDS



OUR APPROACH

- Collaborative visioning process
- Thoughtful, creative solutions
- Unique, context-sensitive designs
- Strong, memorable sense-of-place
- Elevated quality & detail
- Creating a destination
- Experience-driven architecture



CREATING AN EXPERIENCE



RESEARCH

- Information gathering
- Understanding of existing conditions
- Review of constraints, & opportunities
- Market analysis
- Case study research



COLLABORATION

- Detailed communication
- Finding the right team
- Coordination & collaboration



TAILORED PROCESS

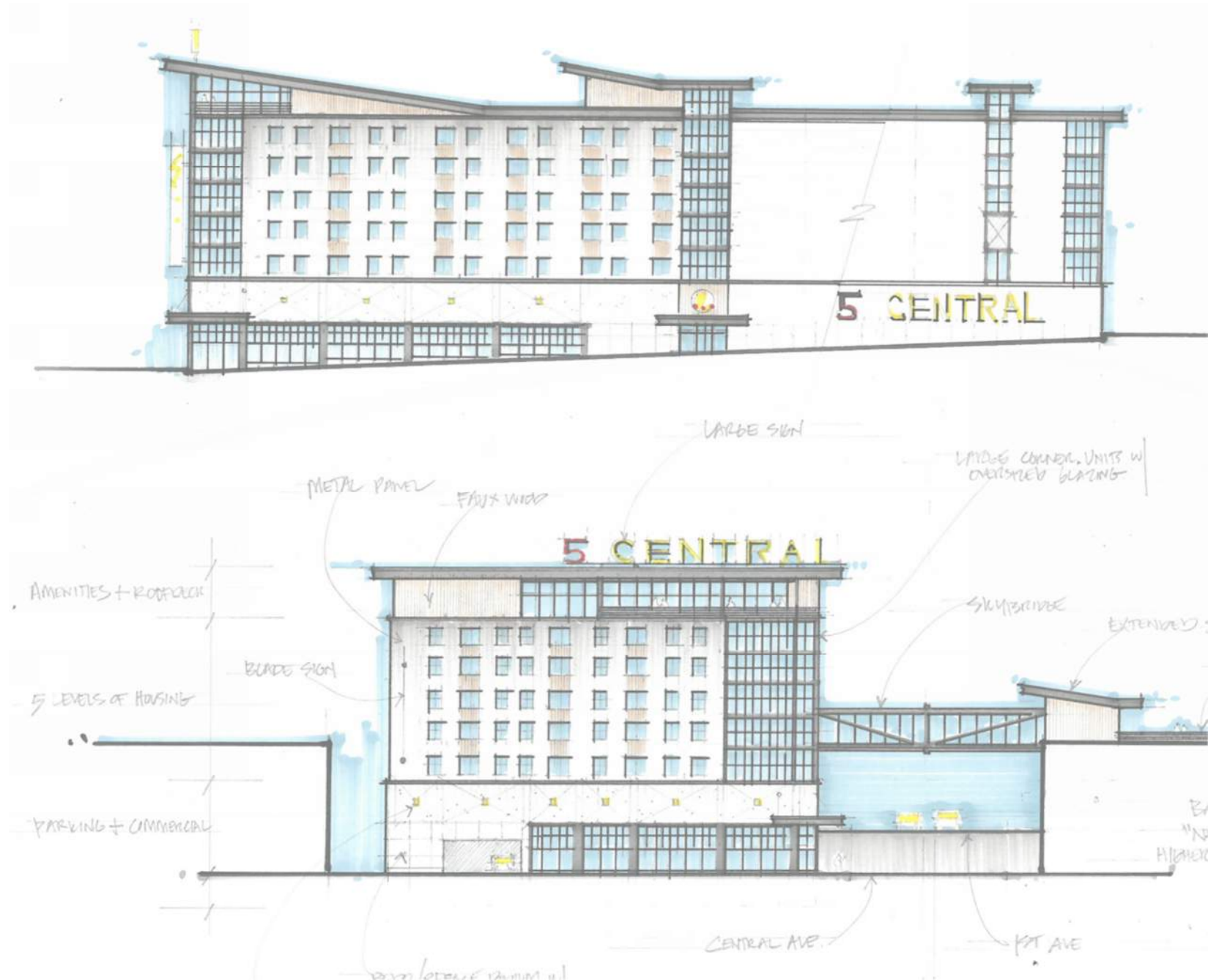
- Project management
- Project phase checkpoints
- Budget & feasibility reviews
- Preparing for market success

CONCEPT DEVELOPMENT



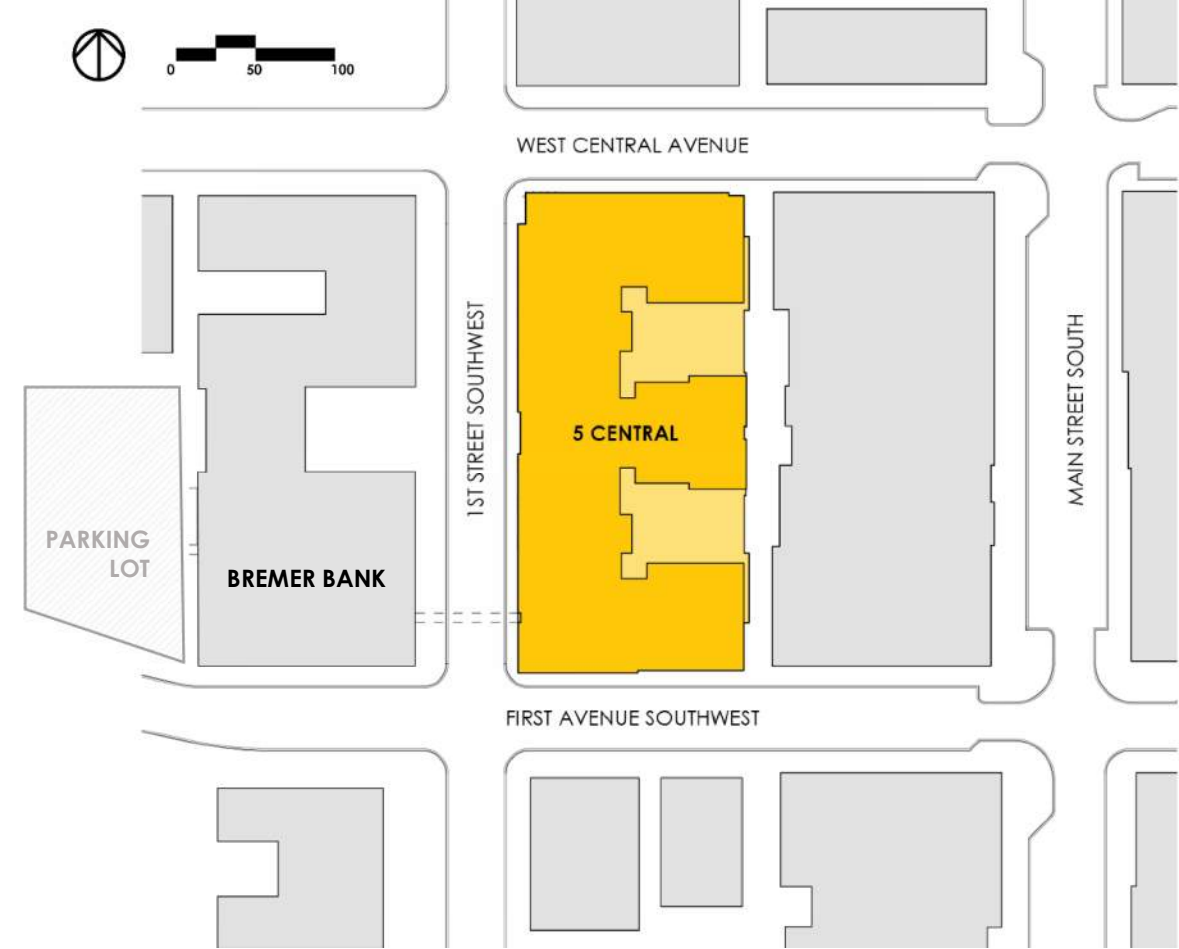
DESIGN DRIVERS

- Provide attractive, amenity rich housing and commercial space
- Appeal to a diverse group of prospective tenants
- Navigate constraints of existing conditions in design
- Engage Downtown Minot's rich industrial heritage and tie design into existing urban fabric
- Capitalize on prime location with distinctive, timeless, and intentionally detailed design
- Engage pedestrians with a thoughtful and vibrant street level space



KEY FEATURES

- High visibility, branding opportunities
- Panoramic views of the Souris River valley and beautiful MSU campus
- Stepped back street corners and eased edges creating an inviting, vibrant corner
- Prime downtown location with walkability to nearby entertainment, dining, and shopping
- Variety of available tenant size & types
- Possibility of Bremer Bank connection.



142

APARTMENT UNITS

- STUDIO, 1, & 2-BDRM UNITS
- 1, 2, 3-BDRM CONDO/ HIGH END UNITS ON TOP FLOOR
- ACCESS TO SEVERAL OUTDOOR PATIOS, FITNESS CENTER, CLUBROOMS
- ORIGINAL DEMISING WALLS WHERE POSSIBLE.

13,000+
SF

COMMERCIAL/ RETAIL

- RESIDENT LOUNGE & COFFEE KIOSK
- LEASING OFFICE, RESIDENT LOBBY
- FITNESS CENTER W/ SAUNA
- HIGH VISIBILITY + ACTIVATED
- BREMER BANK CONNECTION

224

PARKING SPACES

- CITY STALLS MAINTAINED
- BREMER SUPPLEMENTAL PARKING
- PRIVATE CONDO PARKING

DESIGN CONCEPT | EXTERIOR ELEVATIONS



NORTH ELEVATION



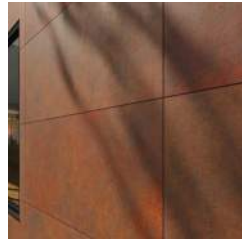
**CONCRETE
VENEER PANELS**



**DARK BRONZE
STOREFRONT**



**BLACKENED
STEEL ACCENTS**



**WEATHERED
STEEL PANELS**



**WOOD-LOOK
METAL PANEL**



WEST ELEVATION

DESIGN CONCEPT | EXTERIOR ELEVATIONS



SOUTH ELEVATION



**CONCRETE
VENEER PANELS**



**DARK BRONZE
STOREFRONT**



**BLACKENED
STEEL ACCENTS**



**WEATHERED
STEEL PANELS**



**WOOD-LOOK
METAL PANEL**



EAST ELEVATION

EXTERIOR PERSPECTIVE | NORTHWEST VIEW



EXTERIOR PERSPECTIVE | NORTHEAST VIEW



EXTERIOR PERSPECTIVE | SOUTHWEST VIEW



An aerial photograph of a large-scale construction project in an urban setting. The main structure is a multi-story building with its upper floors under construction, showing extensive wooden framing and scaffolding. The lower portion of the building features grey concrete walls and large window openings. A tall construction crane is positioned in the center of the site, its boom extending upwards. The surrounding area includes other city buildings, a street with parked cars, and a park with trees showing autumn foliage in the background. The text 'PROJECT COST' is overlaid in the center of the image.

PROJECT COST

\$30-35M

ESTIMATED TOTAL PROJECT COST

- Ramp renovation & rehabilitation costs
- Urban infill + post-tension complexities
- Projected rent vs. market averages

THANK YOU





TO: Mayor Tom Ross
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: January 16, 2024

**SUBJECT: EXTEND MAGIC FUND GRANT TO SOURIS BASIN PLANNING COUNCIL TO
FUND THE BUSINESS ACCELERATOR FUND**

I. RECOMMENDED ACTION

- a) Approve Staff to draft an amendment to extend the agreement with Souris Basin Planning Council to fund the Business Accelerator Fund until June 30, 2024.
- b) Authorize the Mayor and Clerk to sign the agreement

II. DEPARTMENT CONTACT PERSONS

David Lakefield 701-857-4774

III. DESCRIPTION

A. Background

A request from Souris Basin Planning Council for funding from the Magic Fund to establish a revolving loan fund was approved at the May 20, 2019 Council meeting. The agreement authorized funding of \$500,000 in 2019 and \$500,000 in 2020. That agreement was later extended to December 31, 2022. The MAGIC Fund awarded a grant of \$780,000 to SBPC on April 22, 2022 and \$805,000 on March 20, 2023 to further capitalize the fund.

The latest funding requests expired 12/31/2023. There are funds remaining to be dispursed with six loans scheduled to close late January/early February 2024. Extending the agreement until June 30, 2024 will allow these loans to close in a timely manner and allow both parties to draft any new agreements that may be required under the newly modified MAGIC Fund guidelines.

B. Proposed Project

This extension will accommodate the closing of loans that have been in process..

C. Consultant Selection

This is a continuation of an ongoing project.

IV. IMPACT:

A. Strategic Impact:

This award will allow SBPC to continue their Business Accelerator Fund Project.

B. Service/Delivery Impact:

This revolving loan fund is used as the local match for the Bank of ND PACE and Flex PACE loan programs. This project leverages other funding sources to encourage investment in businesses in the Minot area.

C. Fiscal Impact:

Project Funding

V. ALTERNATIVES

The request could be denied.

VI. TIME CONSTRAINTS

ASAP

VII. CITY COUNCIL ASPIRATIONS

This award promotes the City Council Aspirations of Dynamic and Prosperous as well as Resilient and Prepared.

VIII. LIST OF ATTACHMENTS

1. Original Agreement.

GRANT FUNDING AGREEMENT

This Grant Agreement ("Agreement") is made this 20th day of March, 2023, by and between the City of Minot and Souris Basin Planning Council, a 501(c)(4) corporation and a regional planning council under N.D.C.C. ch. 54-40.1 ("Grantee").

WHEREAS, Grantee submitted a grant application dated March 9, 2022, seeking two million dollars from the MAGIC Fund for the Business Accelerator Fund (BAF) which was previously established by Grantee with funds from the City of Minot's MAGIC Fund;

WHEREAS, the MAGIC Fund Screening Committee recommended approval a grant in the amount of \$780,000 to Grantee on April 22, 2022;

WHEREAS, the City Council approved the MAGIC Fund Screening Committee's recommendation to approve the grant in the amount of \$780,000 to Grantee at the May 2, 2022 City Council meeting;

WHEREAS, Grantee submitted a grant application dated February 2, 2023 attached and incorporated into this Agreement as Exhibit A ("Grant Application"), seeking \$805,300 dollars from the MAGIC Fund for the Business Accelerator Fund (BAF) which was previously established by Grantee with funds from the City of Minot's MAGIC Fund;

WHEREAS, the MAGIC Fund Screening Committee recommended approval a grant in the amount of \$805,300 to Grantee on February 17, 2023;

WHEREAS, the City Council approved the MAGIC Fund Screening Committee's recommendation to approve the grant in the amount of \$805,300 to Grantee at the March 20, 2023 City Council meeting;

WHEREAS, Grantee agrees to comply with the terms and conditions of the grant as described herein;

NOW THEREFORE, in consideration of the grant and other good and valuable consideration, the parties agree as follows:

I. Amount and Use of Grant Funds

A. Grant Amount. The City of Minot will provide Grantee with a grant, as specifically described below, to be used for the purposes described in paragraph I.B. herein ("Grant"). Grant funds may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the grant funds shall be used by Grantee solely to support the purposes of the grant.

1. The City of Minot shall provide Grantee funding up to \$805,300 until expended for the purposes of this agreement.

B. Grant Purposes. Grantee shall use the Grant for the purposes of continuing the Souris Basin Business Accelerator Fund, attached and incorporated into this Agreement as Exhibit D and incorporated herein ("Grant Project"). Grantee shall not use any portion of the funds disbursed through this Agreement for any purpose other than described in the Grant Application.

C. Use of Funds. Grantee has provided the City of Minot with a detailed outline of how funds will be used in the Grant Project. The Grant funds are restricted to fund only the Grant Project as described in the Grant Application and summarized above in paragraph I.B. Grantee shall utilize Bank of North Dakota PACE and Flex PACE dollars as the source of complementing existing capitalization. Grantee

shall lend funds to businesses that 1) meet the definition of a small business, as defined by the U.S. Small Business Administration and 2) in a business cluster for which there is demonstrated demand and/or need in the region.

D. Program Administration. Grantee understands and agrees that it is solely responsible for the administration of the Grant Program, including but not necessarily limited to, monitoring and servicing loans relating to the Grant Program, ensuring compliance with any applicable terms, rules, and/or regulations relating to the Grant Program, and/or enforcing the terms of any agreement(s) relating to the Grant Program.

E. Grant Term. This Agreement shall become effective on the date signed by the last party to sign the Agreement and shall continue in effect through December 31, 2023, unless extended or terminated pursuant to this Agreement.

F. Grant Payment. After execution of this Agreement, the City of Minot will pay the grant funds for the Grant Project as follows:

1. Grantee shall send City of Minot Finance Director documentation establishing that the loan has been approved by Grantee's Loan Review Committee and the Bank of North Dakota at least five (5) business days prior to an applicable closing.

2. City of Minot Finance Director, or his or her designee, after review of documents and confirmation that the documents and request are in conformance with the approved Grant Application and Grant Program, shall provide the requested funds to the Bank of North Dakota prior to the loan closing.

3. If the loan does not close, Grantee shall request Bank of North Dakota return funds to City of Minot as soon as it is determined the loan will not be closed.

4. Requested funding may be withheld if the information provided to the City of Minot Finance Director does not comply with the requirements of this Agreement or in the event of a breach of any of the terms of this Agreement by Grantee.

II. Reporting and Record Keeping Requirements

A. Compliance with Laws. Grantee agrees that it and any agents shall comply with all applicable federal, state, and local laws, regulations, and rules.

B. Record Keeping. Grantee shall maintain financial and other records that specifically show the use of the Grant exclusively for the purposes of the Grant Project. Grantee shall maintain such records for the period required by the State of North Dakota's retention period or for at least three (3) years after the end of the Grant Term, whichever timeframe is longer. Any records relating to the Grant Project shall be available for the City of Minot's inspection, at no expense to the City of Minot, during the period of this Agreement and the retention period thereafter.

C. Status Reports. The Grantee shall submit quarterly status reports relating to the expenditure of the Grant and the progress of the Grant purposes. Grantee will utilize its monthly Loan Status Reports for project reporting which shall include the fund balance, loans originated, performance of loans, projections for next quarter, and a portfolio risk assessment. Status reports should be sent to:

callie.burns@minotnd.org and david.lakefield@minotnd.org. Grantee shall submit status reports within thirty (30) days of the end of each calendar quarter. Grantee shall also make its personnel available at the reasonable request of the City of Minot to discuss expenditures, records, and the progress of the Grant Project. Additionally, Grantee shall provide an annual report showing the benefit and impact of the program until the end of the grant term.

D. Notice Requirements. Grantee shall provide written notice to the City of Minot within three (3) business days if there is a change in the Grantee's organizational status or if the Grant Project is cancelled or delayed. Grantee shall provide written notice to the City of Minot within three (3) business days of any significant change in the Grantee's governance, programs, or services that may impact the Grant Project or any changes in any key personnel.

III. Return of Grant Funds to the City of Minot

A. Failure to Comply to this Agreement. In the event the City of Minot determines that the Grantee has failed to comply with the terms of this Agreement or any other Agreement between the City of Minot and Grantee, Grantee, upon receipt of written notice from the City of Minot of said default, shall immediately return all unexpended Grant funds as of the date of the default, to the City of Minot and the City of Minot may, among other legal remedies available, terminate this Agreement.

IV. Miscellaneous

A. Amendment. This Agreement may not be modified or amended except by a written instrument signed by both parties.

B. Entire Understanding. This Agreement and its Exhibits contain the entire understanding of the parties and supersede all agreements or understandings, written or oral, made prior to the execution of this Agreement.

C. Paragraph Headings. The paragraph headings contained in this Agreement are included solely for the convenience of reference of the parties and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

D. Execution of Agreement. Grantee agrees to execute and return this Agreement to the City of Minot within 14 business days from the date of this Agreement.

E. Assignment. Neither party may assign this Agreement or any of its rights, benefits, interests, or obligations hereunder to any third party or entity and this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the other party and any purported assignment without such consent will be void.

F. Relation of Parties. This Agreement does not constitute either party as the legal representative of the other for any purpose whatsoever. Neither party has authority to assume or create any obligation whatsoever, express or implied, on behalf or in the name of the other party, nor to bind the other party in any manner whatsoever.

G. Compliance with Public Records Laws. Grantee understands that, the City of Minot must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this Agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. At no additional cost to the City of Minot, Grantee agrees to contact the City of Minot promptly upon receiving a request for information

under the public records law and to comply with the City of Minot's instructions on how to respond to the request.

H. Notice. All notices required or permitted hereunder shall be in writing and sent via mail or electronic means as provided below. Any such notice will be effective upon receipt. Any party may change its responsible officer or its address by written notice to the other party.

Souris Basin Planning Council:

Souris Basin Planning Council
PO Box 2024
Minot, ND 58702-2024
Email: briselda@sourisbasin.org (preferred method of communication)

City of Minot:

City of Minot
c/o Finance Director
PO Box 5006
Minot, ND 58702
Email: finance@minotnd.gov

I. Laws of Governance. This Agreement is to be governed by and construed under the laws of the State of North Dakota.

J. Indemnification. Grantee agrees to indemnify and hold Grantor harmless from and against claims, damages, losses and expenses (including, but not limited to, reasonable attorney fees), attributable to bodily injury, sickness, disease and death, destruction of tangible property, or any other claims, damages, losses and expenses caused by: a) the providing of funds by Grantor to Grantee or the non-funding of such funds under a Default scenario described above, b) the negligent or willful acts or omissions of Grantee or Grantee's employees, subcontractors or volunteers, or c) Grantee's breach of this Agreement.

K. Severability. If a Court finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.

L. Waiver. No course of dealing between the parties or any failure or delay by the City of Minot in exercising any rights or remedies available to it shall operate as a waiver of any of the City of Minot's rights or remedies and no single or partial exercise of any rights or remedies shall operate as a waiver or preclude the exercise of any other rights or remedies.

M. Authority. Grantee represents and warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder. Grantee also represents and warrants that the person who executes this Agreement on its behalf has the necessary authority to bind Grantee.

N. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the City of Minot and Grantee have caused this Agreement to be executed,

effective as of the day and year first written above.

City of Minot

Thomas M. Ross

By: Thomas M. Ross

Title: City of Minot Mayor

Mikayla McWilliams

By: Mikayla McWilliams

Title: City Clerk

Souris Basin Planning Council

B. Hernandez

By: Briselda Hernandez

Title: Executive Director



1020 20th Ave. SW | Minot, ND 58702-0940
Phone 701.852.6000
Fax 701.838.2488
E-mail: minot@minotchamberedc.com
Website: www.minotchamberedc.com

January 10, 2024

Mayor Tom Ross
City of Minot
515 2nd Avenue Southwest
Minot, North Dakota 58701

RE: Report to City of Minot Regarding the Contractual Obligations of MACEDC

Dear Mayor Ross:

Thank you for the opportunity to present at the January 16 City Council meeting to share what the Minot Area Chamber EDC has accomplished in the second half of 2023 and how it has performed according to the contractual obligations set forth in Exhibit 1 of the Professional Services Agreement. According to Section 3 of the Services Agreement between the City of Minot and the Minot Area Chamber EDC (MACEDC), a written report must be provided to the City biannually. This correspondence serves to ensure a comprehensive overview of July 1 through December 31, 2023. The obligations stated in Exhibit 1 of the Services Agreement are bolded in the sections that follow, along with the corresponding actions of MACEDC.

1.a. MACEDC shall execute its comprehensive Strategic Plan which includes pillars for Economic Development, Workforce Development, and Military support.

In 2022, Minot Area Chamber EDC developed a five-year strategic plan to guide the deployment of resources toward certain pillars, goals, and tactics that will remain a focus of MACEDC through 2027.

Throughout the strategic planning process, there were five key pillars identified:

- Economic Development
- Community Development
- Workforce Development
- Member Investor Services
- Military Support

The full strategic plan can be found in Attachment A.

The fourteen-member board and MACEDC team who have worked to deploy the pillars in 2023 are listed in Attachment B.

1.b. MACEDC shall conduct business retention and expansion interviews or surveys, with the goal of achieving 65% of the MACEDC primary sector business list, which equates to about five (5) interviews a month.

MACEDC works to preserve and strengthen the Minot area's existing primary sector businesses through the Business Retention and Expansion (BR&E) Program. The BR&E Program enables MACEDC to actively engage with Minot area existing primary sector businesses to ensure stability and long-term success. MACEDC serves as a resource for existing businesses by facilitating local, regional, state, and federal resources as well as connecting businesses with the right tools to address their needs.

The BR&E list is reviewed throughout the year to make sure all contact information is up to date and that all relevant primary sector businesses are included.

From July 1 through December 31, 2023, 20 BR&E interviews took place with local and regional primary sector businesses. There are currently 90 total businesses on the list, covering the manufacturing, energy, engineering, construction, distribution, and value-added agriculture sectors.

In 2023, 66% of the MACEDC primary sector business list was pursued. Of the 66%, 50% completed the interview, 13% did not respond or stated they were unable to meet this year, and 3% needed to schedule in early 2024.

The data collected in the second half of 2023 interviews can be found in the report in Attachment C. Consistently connecting with these businesses allows MACEDC to understand and respond to their needs as well as ensure they stay committed to the community.

1.c. MACEDC shall market and promote the City for the purposes of the attraction of new primary sector businesses and employment opportunities consistent with the City's overall goal of a sustainable, diverse economic base and economy. MACEDC will further seek business retention and expansion of existing primary sector businesses in the Minot area.

It is the mission of the Minot Area Chamber EDC to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all. To do this, MACEDC is committed to marketing and promoting the Minot area to attract new primary sector businesses and employment opportunities for a sustainable, diverse economic base and economy.

- MACEDC maintains regular service at the Intermodal Facility at the Logistics Park of North Dakota (LPND), working closely with Rail Modal Group (RMG), the operator of MACEDC's facility. No other rail facility is performing intermodal operations in North Dakota. The current service is between three and four unit-trains a month, with direct dockside service at terminals in Seattle, Washington. MACEDC works closely with other strategic partners including the State of North Dakota, BNSF Railway, and The Northwest Seaport Alliance.
- MACEDC was awarded the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant in 2019, which is being used to conduct research on approximately 800+ acres of the LPND, north of County Road 12. The objective of the CRISI grant is to

reasonably quantify the potential size of the market and type of industry that would use the LPND. A full market assessment report was completed in May 2022 and is being followed by the conceptual design and environmental documents. MACEDC and CRISI stakeholder partners continue to meet and move this project forward.

- MACEDC has 386 of the 800 LPND acres designated as BNSF site certified, the only location in North Dakota. BNSF certification ensures a site is ready for rapid development with an extensive analysis of existing and projected infrastructure, environmental and geotechnical standards, utility evaluation and site availability. By selecting a BNSF certified property, businesses greatly reduce development time, increase speed to market, and reduce upfront development risk of rail-served industrial sites. The Minot location is marketed on BNSF Railway website. MACEDC regularly meets with BNSF economic development team and responds to development project inquiries.
- The LPND Committee promotes and markets intermodal service and development opportunities at the LPND to increase the value and economic growth throughout Ward County and the State of North Dakota. LPND Committee members are listed on Attachment D.
- MACEDC facilitates and engages with over a dozen volunteer-based committees and numerous programs, including those focusing on agribusiness, energy, governmental affairs, military affairs, and infrastructure. These committees are possible because of member investors who are willing to volunteer their time and effort and range from 6 members per committee up to 100 members. Each committee supports and promotes a different sector of the regional economy.
- MACEDC supports new business development and entrepreneurs through our Start Up Minot program. Start Up Minot has seen success in its first two years with its the two-pronged community effort offering a cohort-based 10-week class called Start Up Minot Academy powered by CO.STARTERS and a monthly business showcase/networking event that focuses on sharing the stories of new and growing companies while connecting like-minded business leaders. More than 50 graduates have participated in the 10-week course, while attendance for the monthly networking event is over 600 people for two dozen meetings. Start Up partners include ND Small Business Development Centers, Souris Basin Planning Council, The Good Talk Network, Dakota Business Lending, and Minot State University (MSU).
- Task Force 21 (TF21) is an activity of MACEDC that educates the local community, North Dakota officials, members of Congress, and the public on national security issues, particularly ones that affect Minot Air Force Base (MAFB), the U.S. Air Force (USAF), U.S. Department of Defense (US DoD), and our nuclear deterrent.
 - TF21 works diligently to ensure the existence of MAFB and advance mission-related and health and morale projects. TF21 came into existence in the late 1990s, following the successful efforts of Task Force 96 which had a mission to ensure the MAFB existed and had two wings following the 1995 Base Realignment and Closure (BRAC) round. TF21 members are nominated and appointed to their positions; current members are listed on Attachment E.
 - TF21 hosts an annual Nuclear Triad Symposium in Washington, D.C. Nationally, TF21 has individuals tied to Secretary of Air Force and Air Force Global Strike Command (AFGSC) civic leader groups. Other critical partners include the US DoD, USAF, and AFGSC in communicating the upcoming Ground Based Strategic Deterrence/Sentinel project. The Minot Area Chamber EDC also belongs to the

National Defense Industrial Association (NDIA) and was a founding member of the Northern Tier Chapter, covering a five-state region.

- On a statewide level, TF21 members serve on North Dakota Governor Doug Burgum's Task Force on Military Issues in North Dakota (TF MIND) with a focus on ensuring North Dakota is aligned with the Top 10 Department of Defense initiatives. This work includes various legislative and workforce related topics.
- TF21 members lead the advocacy work for MAFB on a local, state and national level. In addition, MACEDC offers three specific programs that engage the broader business community through Military Affairs Committee, the Honorary Commanders program, and Adopt An Airman – and raises funds for MAFB through the Minot Prairie Warrior auction and supports military through ongoing military appreciation events.
- MACEDC partners with dozens of entities throughout the Minot area, the State of North Dakota, and at the national level to achieve objectives laid out under economic development. Strategic partners that support MACEDC's role in the Minot community include the City of Minot, Ward County, Visit Minot, Minot Park District, Minot Public Schools, MSU, Dakota College at Bottineau, State of North Dakota (including the departments of agriculture, commerce, and transportation), North Dakota Trade Office (NDTO), North Dakota Petroleum Council (NDPC), Economic Development Association of North Dakota (EDND), Greater North Dakota Chamber (GNDC), BNSF Railway, the Northwest Seaport Alliance (NWSA), and many others. MACEDC also has numerous military strategic partners.
- MACEDC attends and supports trade shows and conferences that are aligned with MACEDC's mission, vision, and values. MACEDC was brought in to speak at many of these events covering topics from intermodal shipping to workforce development to economic and community development. These include:
 - Agriculture Transportation Coalition (AgTC)
 - Association of Chamber of Commerce Executives (ACCE)
 - EDND
 - GNDC
 - International Economic Development Council (IEDC)
 - Main Street Summit
 - North Dakota Department of Commerce (ND DOC)
 - North Dakota Department of Agriculture
 - North Dakota League of Cities (NDLC)
 - NDPC
 - NDTO
 - Northern Pulse Growers Association (NPGA)
 - Numerous military events, symposiums and engagements supporting MAFB
- MACEDC has numerous business leads and inquiries that are being vetted or recruited to the Minot area. MACEDC is currently engaged with one major primary sector business that is interested in the Minot area. City and Council representatives have been involved in meetings with the project developer.
- MACEDC continues work to educate entrepreneurs, businesses and developers of economic development tools and resources that support business growth in our community.

1.d. MACEDC shall provide needed support to the MAGIC Fund Screening Committee including receiving, reviewing and conforming all applications with a primary sector nexus for the MAGIC Fund with a recommendation of disposition to the MAGIC Fund Screening Committee; and regularly meet with the MAGIC Fund Screening Committee to assess the overall progress in use of the MAGIC Fund and the status of MAGIC Fund projects.

MACEDC has consistently received, reviewed, and conformed all MAGIC Fund applications with a primary sector nexus. MACEDC brought one application forward in the second half of 2023:

- MACEDC supported a \$215,384.65 request from Hot Switch Heating Systems, LLC as the community's portion in a PACE interest loan buydown. MAGIC Fund Screening Committee and City of Minot City Council both approved the application in September/October.

MACEDC board members and staff worked with City of Minot staff and elected officials to thoroughly review and update the MAGIC Fund guidelines to fit today's economy and needs of our area. The revised recommended guidelines were presented by the MAGIC Fund Ad Hoc Committee to the City Council and were approved at the December 18, 2023 City Council meeting.

1.e. MACEDC shall advise the City of Minot on the development of economic development policies and strategies for the City, specifically the MAGIC Fund General Policy Guidelines.

MACEDC has continued to work closely with the City of Minot to discuss economic development policies and strategies, including the MAGIC Fund General Policy Guidelines.

- The MACEDC team communicates regularly with City staff and elected officials.
- The MACEDC president | CEO has a monthly standing meeting with the City manager.
- The MACEDC president | CEO attends a monthly standing meeting with community economic development stakeholder partners.
- The MACEDC economic development specialist hosts a semi-monthly economic developers gathering where community partners discuss economic strategies and current activities and events. City staff are in regular attendance at this meeting.
- The MACEDC economic development specialist regularly attends the City's Development Review Team (DRT) meetings.
- The MACEDC economic development specialist sits on the Renaissance Zone Review Board.
- The MACEDC president | CEO and board members served on the MAGIC Fund Ad Hoc Committee to review and update the guidelines that hadn't been revised since 2018. City Council approved the revised guidelines at the December 18, 2023 City Council meeting.

1.f. MACEDC shall provide access to and professional analysis of demographic-based workforce and consumer data as indicated in the Economy at a Glance.

MACEDC provides a monthly Economy at a Glance document by email to all member investors. The information can also be found on the MACEDC website under the News section. This service provides access to and professional analysis of this data.

MACEDC is a member of the Council for Community and Economic Research (C2ER). Through this organization, a MACEDC team member collects data each quarter for the cost-of-living analysis of the Minot area. This information is submitted to the C2ER which compiles the nationwide data and puts together side-by-side comparisons. The Economy at a Glance includes a regional comparison every quarter. According to the 2023 third quarter cost of living report by the Council for Community and Economic Research (C2ER), Minot's cost of living is 7.3% under the national average (U.S. Average Composite Index = 100%), sitting at 92.7%.

1.g. MACEDC shall stand up a committee or task force for workforce by December 31, 2023, which must include at least one representative from the City of Minot.

MACEDC created a committee among the board of directors and staff that leads the workforce development effort. The following measurements are tracked by the committee:

- Establish a task force or committee
- Find the Good Life tracking
- Legislative session solutions
- Tactical engagement tracking
- Assessment of childcare needs

This group produced an external committee to find workforce solutions which includes at least one representative from the City of Minot. The MACEDC president | CEO, economic development specialist, and workforce development specialist | military liaison are all active members of both the board committee and the external committee.

1.h. MACEDC shall development a platform to support the Find the Good Life initiative and track engagements.

In April 2023, MACEDC launched a new talent portal to attract newcomers nationwide. Attracting top-tier talent to the Minot area is a major priority for our employers, and a new talent attraction program is here to help. Launched in partnership with RoleCall, a national talent attraction agency, the Minot WayFinders Talent Portal is a digital service designed to make the process of relocation to the Minot area even easier. Minot WayFinders creates a personalized connection for newcomers and potential newcomers to the Minot area, helping them access the information, assistance, and support they need during their relocation process. This can be found by visiting www.magicinminot.com.

The WayFinders website analytics for July 1-Dec 31, 2023 can be found on Attachment F.

1.i. MACEDC shall track and monitor workforce proposals, opportunities and solutions during the 2023 legislative session.

MACEDC fulfilled this requirement during the 2023 legislative session by tracking and monitoring all workforce-related bills.

MACEDC president | CEO chaired the GNDC Workforce Policy committee setting statewide business friendly policies for the legislative session. MACEDC met weekly with leadership from

GNDC and the EDND to align on which bills to each organization supported, which included a focus on workforce solutions.

The 2023 Regional Workforce Impact Program (RWIP) grants through the ND DOC were due the beginning of December. MACEDC submitted two applications, to support our work in providing workforce solutions and to support marketing and enhancements to the WayFinder program. The goal of RWIP is to empower locally led workforce solutions. MACEDC submitted the maximum number allowed by any one organization.

1.j. MACEDC shall engage with community and statewide partners to assist in developing a workforce development strategy for the Minot region.

MACEDC continues to address the workforce shortage by partnering with local and statewide partners in various efforts, including the City of Minot, ND DOC, Job Service ND, NDPC, Workforce Development Council, RoleCall, and Governor Doug Burgum's office.

- MACEDC added a workforce development specialist | military liaison position to address area needs in January 2023. This team member has played a critical role in supporting workforce development and military throughout 2023.
- Three MACEDC employees serve as Community Champions for Minot and our region. As Community Champions, MACEDC is asked to personally work with any individual who passes through the ND DOC relocation help desk with a desire to move to this area of North Dakota. To date, MACEDC has had 20 individuals reach out.
- To further attract top-tier talent to the Minot area, the Minot WayFinders Talent Portal, launched by MACEDC in partnership with RoleCall, is a digital service designed to make the process of relocation to the Minot area even easier. This program is a platform that creates a personalized connection for newcomers and potential newcomers to the Minot area, helping them access the information, assistance, and support they need during their relocation process. More information can be found at www.magicinminot.com.
- MACEDC partners with the NDPC on the Bakken GROW program. MACEDC serves as the community liaison to tackle the workforce shortage issues in the oil and gas industry through legal immigration from the Ukraine. A total of 10 Ukrainians has come to Minot and 60 total in the state.
- MACEDC's workforce development specialist was appointed to the City of Minot's Childcare Committee, which also includes City Council members, parents, and licensed childcare providers. The committee is looking at city funds to see where money could be put towards childcare, investigating childcare provider needs, and thinking outside the box to find solutions.

1.k. MACEDC shall lead efforts to respond to primary sector RFPs, which shall include determining RFP eligibility, drafting RFP responses, obtaining and compiling necessary information from City staff and others, and recommending strategies to City staff.

MACEDC responds to all RFPs received from the ND DOC, with consideration to the requirements and if a community in Ward County can meet them. MACEDC has responded to two RFPs in the second half of 2023. Both of the RFPs came through the ND DOC, one was for a data center and the other was for a material processing plant.

Along with responding to RFPs, staff held multiple meetings with nationally-recognized site selectors over virtual meetings to review the region's strengths and weaknesses, as well as to introduce them to the available land at the LPND.

1.i. MACEDC shall coordinate and provide touring services for prospective primary sector businesses visiting Minot, arranging transportation, local meeting space, presentations, and meetings with relevant City officials or staff.

MACEDC has fulfilled and will continue to fulfill this contractual obligation. MACEDC is willing to host clients, partners, and businesses, which includes providing transportation, arranging for a meeting space (whether it be at the MACEDC office or another venue), giving presentations, and facilitating meetings with relevant City officials, City staff, community leaders, and/or state leaders, including the Bank of North Dakota (BND) and the ND DOC.

The MACEDC facility hosts and is open to other government entities for meetings. One example is how the Bank of North Dakota is housed within the MACEDC office. This is one of the many ways MACEDC supports its partners. The Minot Area Chamber EDC partners with dozens of entities throughout the Minot area, the State of North Dakota, and at the national level to achieve objectives laid out under economic development.

1.m. MACEDC shall keep its website and marketing materials up to date with Minot-specific information, incentives, and contacts, and provide this information to Minot area businesses.

MACEDC fulfills and will continue to fulfill this obligation.

MACEDC's website includes information on:

- Top key industries in the Minot region and Ward County
 - Value-added agriculture, energy, and distribution
- The LPND
 - A map of the area
 - Specific details about the property
- Infrastructure and transportation
- Talent and workforce, with an opportunity for MACEDC member investors to submit and post job openings
- Local and statewide workforce incentives
- Economy at a Glance and general data of the Minot area
- Information on MACEDC programs and committees, providing directions on how to get involved in the organization and the community
- Relevant news releases from partners, such as the City of Minot and Ward County
- Quality of life data, such as arts and culture, festival and events, outdoor activities, shopping, education, healthcare, and climate
- City, county, and community resources, such as contact information for community and state partners
- A link to Visit Minot's community calendar
- MACEDC incorporates Location One Information System's (LOIS) demographic database into the MACEDC website under the Do Business/Available Properties

section. The MACEDC team works with active and willing commercial realtors and property owners, as well as the Minot Multiple Listing Service (MMLS), to keep all commercial and industrial listings up to date. There are 37 buildings listed and 46 sites currently listed on the MACEDC LOIS site, with properties updated frequently.

MACEDC also utilizes social media to strategically promote the Minot area and everything that the organization and community have to offer.

1.n. MACEDC shall continue to incorporate Location One Information System's (LOIS) building, site and community demographic database into MACEDC – website and MACEDC will work with active and willing commercial realtors and property owners to place all available industrial and manufacturing zoned land and buildings into the system on an ongoing basis.

MACEDC incorporates the LOIS demographic database into the MACEDC website under the Do Business/Available Properties section. LOIS is a customizable site selection tool for economic development organizations. It is a national online location analysis tool designed to promote available industrial and commercial site and building inventory.

To gather information and keep the properties updated, MACEDC works with willing commercial realtors and the MMLS; reviews properties on Crexi, an online commercial real estate agency; and relies on updates from local businesses, property owners, and developers who are selling or leasing.

There are 37 buildings listed and 46 sites currently listed on the MACEDC LOIS site.

From July 1 to December 31, 2023:

- The average session length for users was 5 minutes 17 seconds.
- During this time period, every viewer used a desktop device to search.
- Visitors included ones from Minot, ND; Fargo, ND; and Chicago, IL.
- All visitors in this time period viewed buildings.

1.o. MACEDC shall provide its monthly MACEDC board report and supporting documents to the City Manager/Mayor's Executive Secretary in electronic form and that report can be transmitted to the City Council, Community and Economic Development Director, and the MAGIC Fund Screening Committee by the City.

MACEDC provides each monthly board packet to the City Manager's/Mayor's Executive Secretary by email and will continue that process.

1.p. MACEDC shall establish and maintain a voting position on the MACEDC board of directors for the Mayor or his or her designee.

MACEDC maintains a voting position on the MACEDC board of directors for the Mayor or his or her designee.

1.q. MACEDC, by and through MACEDC's "Task Force 21", will coordinate a base retention campaign that provides resources to efforts that enhance and expand the mission of Minot Air Force Base (MAFB), thereby generating an economic benefit to the City of Minot. The Parties agree to the following in regard to the base retention services contemplated by this paragraph:

- i. The City will provide MACEDC with seventy-five thousand (\$75,000) dollars of city funds (hereinafter "city funds") to be used exclusively for MAFB base retention services with payment due to February 15, 2023. These funds are included, and not in addition to, the total allocation of \$608,770 to MACEDC for Services rendered under their Agreement with the City. Any city funds not spent allocated to base retention services rendered by December 1, 2023 must be returned to CITY.**

This requirement has been and continues to be fulfilled.

- ii. The Mayor of the City will be a member of Task Force 21 throughout his/her term in office.**

This requirement has been and continues to be fulfilled.

- iii. The City will receive up to five positions with the Honorary Commander program, which shall include the Mayor of the City, City Manager, and up to three department heads. Military Affairs Committee annual dues for these individuals will be covered by MACEDC using city funds.**

This requirement has been and continues to be fulfilled.

The MACEDC Board of Directors and team appreciate the partnership with the City of Minot and look forward to what 2024 brings for our Magic City.

Sincerely,

Brekka Kramer, Minot Area Chamber EDC President | CEO

MINOT AREA CHAMBER EDC



5 Year Strategic Plan

January 1, 2023 through December 31, 2027



**MINOT AREA
CHAMBER EDC**

BACKGROUND

The Minot Area Chamber Economic Development Corporation (MACEDC) is a nonprofit organization formed when the Minot Area Chamber of Commerce and the Minot Area Development Corporation merged into one organization on January 1, 2021.

MACEDC has small businesses, corporations, and home-based businesses as member investors. That makes us as a business community stronger when influence is needed to make things happen locally, statewide, or nationally, because together, nearly 700 member investors can make a difference. The organization exists to promote business, leadership, and growth for the Minot area while facilitating business attraction, expansion, retention, and advocacy to diversify and strengthen the Minot area. The goal of the new organization is to do more for the community than the two organizations could separately.

Economically, MACEDC strategically targets the primary sector and supports community development. A primary sector business brings new dollars into a community through the sale of its products and services outside the trade area. The primary sector is the principal driver of economic development and is the foundation of an economy. We also know Minot isn't Minot without Minot Air Force Base and MACEDC is focused on supporting military at all levels. A new focus has been placed on workforce development and MACEDC is here to accelerate the creation and implementation of workforce solutions to support our area's business community. All in a day's work. That's the feeling at MACEDC, as the staff is busy each day promoting its nearly 700 member investors while working to be the voice of business. That means plenty of involvement in committees, networking opportunities, and workshops. The experienced staff has the knowledge and expertise to help in promoting member investors and working on the issues that affect the business community.

PURPOSE

MACEDC developed this strategic plan to guide the deployment of resources toward certain pillars, goals, and tactics that will remain a focus for MACEDC from January 1, 2023, through December 31, 2027. This plan is also intended to help create awareness among the public and stakeholders.

While the strategic plan does not include every duty of the organization, it is comprehensive in bringing focus to areas that require significant dedication of time and resources within MACEDC.

EXECUTIVE SUMMARY

In developing this plan, MACEDC commissioned a third-party vendor, Odney, Inc. (Odney), to engage investors, members, employees, and public sector leaders with a survey to gather input for the development of pillars, goals, tactics, and metrics.

The primary objective of this phase of the process was to gather input regarding how MACEDC is doing and what priorities the organization should set over the next five years.

SURVEYS

A survey was commissioned by MACEDC, who designed the questionnaire collaboratively with Odney.

On July 11, 2022, a survey invitation was emailed to MACEDC board members, employees, committee chairs and partner organizations identified by MACEDC. The survey invitation included a link to the survey and requested participants complete the survey by July 15, 2022. Follow-up emails and phone calls were made by Odney and MACEDC to get as many respondents from the sample as possible. The survey link was closed on July 27, 2022.

BREAKDOWN OF RESPONDENTS

The most frequently identified objectives for MACEDC to focus on for the next three to five years were business expansion and retention, being the go-to organization for the business community, maintaining and expanding membership, growing/stabilizing revenue for the organization and overcoming the area's workforce challenges. A wide variety of goals related to these objectives were offered by respondents, ranging from restating the objective (an example being "increase/retain membership") to specific goals (example: "increase government investment by 25% over the next five years") to ideas on how to accomplish the objective (example: "hire a workforce development team member"). Stakeholders also provided activities, policies and tactics that would need to be implemented to achieve the goals they identified.

Respondents offered a myriad of suggestions for measurements to evaluate MACEDC's success in fulfilling its mission, realizing its vision and living its values. The most commonly named methods were membership numbers, population growth, number of new or expanded businesses and the involvement or engagement of members. Various economic metrics were also mentioned, as were surveys of different internal and external stakeholders.

MACEDC's board met on August 24, 2022, to review these survey results and to identify potential goals and tactics from the survey for the strategic plan. The board met again on October 12, 2022, where it then identified pillars around which to organize the strategic plan, along with several goals for each of the pillars.

MACEDC staff met on October 28, 2022, to review the board's work to-date, and to identify tactics, from both the survey and their own suggestions, that further the pillars and accomplish the goals set by the board.

From there, Odney developed a working draft for the board to review at a board meeting held November 9, 2022. The new President | CEO provided vision and direction for the final pillars, goals and measures. This along with the comments from the board were then incorporated into a final document which the board adopted and approved at December 21, 2022 board meeting.

MISSION STATEMENT

It is the mission of the Minot Area Chamber EDC to advocate for and invest in business activity by being a collaborative partner in the community, focused on improving quality of life for all.

VISION STATEMENT

To be the go-to organization for our business community to drive key initiatives that build and strengthen our economy.

VALUES STATEMENT

Advocacy: We serve as the champion and voice for business by representing the best interests of our member investors at local, regional, and national levels.

Catalyst: We are a catalyst and convener for regional economic development focused on business expansion, retention and recruitment.

Collaboration: We are stronger and better together. Partnership is the core of what we do, working together to strengthen our community.

Community: We focus on creating a diverse community in which people want to live, work, and play.

Leadership: We encourage community involvement and provide opportunities for engagement and leadership development.

Integrity: We are stewards of the community resources with which we have been entrusted.

A mission statement describes an organization's fundamental and unique purpose.

A vision statement describes what the organization hopes to achieve or where it is going.

A values statement defines an organization's beliefs and how people in the organization are expected to behave.

PILLARS, GOALS, AND TACTICS

PILLARS

Pillars are the foundational anchors for the strategic plan, around which goals and tactics are developed. Pillars represent the fixed and strategic areas of focus for the time period of the strategic plan. They broadly represent what an organization wants to achieve. Pillars are set at the board level.

GOALS

Goals are at the level of measurement and evaluation. They can either be accomplished or measured for progress. Goals may or may not have specific tactics to carry them out. Goals may be amended, but usually infrequently, during the life of a strategic plan. Goals are set at the board level.

TACTICS

Tactics are specific ways or strategies for carrying out the goals. They help answer how a specific goal may be accomplished. They must remain adaptable and flexible, and subject to amendment on a frequent basis and as part of the frequent monitoring and adjustments made to carry out the strategic plan. Tactics are set at the staff level.

OVERARCHING PILLARS OF FOCUS

ECONOMIC DEVELOPMENT

COMMUNITY DEVELOPMENT

WORKFORCE DEVELOPMENT

MEMBER INVESTOR SERVICES

MILITARY SUPPORT

ECONOMIC DEVELOPMENT PILLAR

Goal: Advance continued operations of the intermodal ramp

Goal: Attract new business investment in the Logistics Park of North Dakota (LPND)

Goal: Lead primary sector development in the Minot area

Economic Development Measurements

MACEDC Measures

- Hit targets of the Business Incentive Agreement
- Two new business investments in the LPND by December 31, 2027
- Percentage of Business Retention and Expansion visits per year
- Number of site selectors contacted per year
- Number of potential primary sector business contacts engaged per year

Minot Area Measure

- The intermodal ramp is operational with demonstrable growth from January 1, 2023 through December 31, 2027.

COMMUNITY DEVELOPMENT PILLAR

Goal: Support quality-of-life initiatives

Goal: Support urban renewal initiatives

Community Development Measurements

MACEDC Measures

- Number of tactical engagements reported by MACEDC President | CEO to the board
- Defined role and tactics developed for urban development by December 31, 2027

Minot Area Measure

- MACEDC lead community satisfaction survey

WORKFORCE DEVELOPMENT PILLAR

Goal: Support workforce development solutions

Workforce Measurements

MACEDC Measures

- Committee or task force on workforce launched by December 31, 2023
- Develop a platform to support the Find the Good Life Initiative and track engagements by December 31, 2023
- Tracking system developed to monitor workforce proposals, opportunities and solutions during the 2023, 2025 and 2027 legislative sessions
- Number of tactical engagements reported by MACEDC President | CEO to the board

Minot Area Measure

- Minot area assessment of childcare needs established by December 31, 2023

MEMBER INVESTOR PILLAR

Goal: Provide value to member investors

Goal: Deliver entrepreneurial programming

Goal: Foster business growth

Member Investor Measurements

MACEDC Measures

- Increase in overall number of member investors
- Increase in number of member investors in the top three tiers
- Member investor engagements to include committee volunteers, programming and events
- Communication tracking

Minot Area Measure

- Economy at a Glance report

MILITARY SUPPORT PILLAR

Goal: Lead community military affairs and appreciation events and foster a community of support to make military personnel feel at home in Minot

Goal: Develop and execute strategic tactics to support the U.S. Air Force modernization projects that impact Minot Air Force Base and the two major Air Force units: the 5th Bomb Wing and the 91st Missile Wing

Goal: Support Task Force 21 and ensure resources to complete the mission of the group

Military Support Measurements

MACEDC Measures

- Number of leadership and military appreciation events
- Track engagements through Task Force 21 and maintain leadership positions for Minot on Governor Burgum Task Force for Military Issues in North Dakota (TFMIND), Air Force Global Strike Command Civic Leaders and key groups

Minot Area Measure

- Economic impact of MAFB



IMPLEMENTATION AND TIMELINE

Month of January 2023

- Hold first MACEDC team meeting
- Assign implementation and monitoring of goals and tactics to specific individuals or small teams with an appointed leader
- Determine frequency of reporting for each goal and tactic
- Set tentative dates for quarterly staff and subsequent board reviews of strategic plan goals and tactics from 1Q 2023 through 4Q 2027

Ongoing

- Daily
 - Keep goals a focus of daily operations
- Quarterly
 - Conduct review of strategic plan at MACEDC team meetings
 - Conduct evaluation against measurements at MACEDC meetings to determine what is working or not working
 - Modify tactics as warranted
 - Report to board
- Annually
 - Conduct surveys
 - Collect and compare metrics
 - Report to board
 - Modify goals as warranted

1st Quarter of 2027 through 4th Quarter of 2027

- Launch strategic review to redevelop strategic plan for another 5 years



**MINOT AREA
CHAMBER EDC**

5 Year Strategic Plan

January 1, 2023 through December 31, 2027



Attachment B | MACEDC 2023 Board of Directors and Team

Officers Organization

Kevin Black, Chair
Cassidy Hjelmstad, Chair-Elect
Ryan Ackerman, Vice-Chair
Missy Feist-Erickson, Treasurer
Randy Hauck, Past Chair
Brekka Kramer, President | CEO & Corporate Secretary

Creedence Energy Services
SRT
Ackerman-Estvold
Peoples State Bank of Velva
Verendrye Electric Cooperative, Inc.
Minot Area Chamber EDC

Additional Voting Organization

Peter Hankla
Jonn Knecht
Les Knudson
John Kutch
Jason Olson
Mayor Tom Ross
Dr. Steven Shirley
Dr. Mark Vollmer
Jason Zimmerman

McGee, Hankla & Backes, P.C.
Bravera Bank
AGT Foods USA
Trinity Health
Ward County Commission
City of Minot
Minot State University
Minot Public Schools
Minot Area Community Foundation

MACEDC Team

Brekka Kramer, President | CEO
Carla Dolan, Vice President
Mark Lyman, Economic Development Specialist
Keli Rosselli-Sullivan, Workforce Development Specialist | Military Liaison
Katie Dotson, Communications & Outreach Specialist
Chanda DeCent, Finance Director
Jaime Hauge, Executive Assistant
Amanda Nybakken, Administrative Assistant
Marie Sanders, Administrative Assistant

Addendum to Contractual Obligations of MACEDC

From July 1 to December 31, 2023, Minot Area Chamber EDC visited 20 businesses as part of their Business Retention and Expansion efforts. Background information was collected from each business prior to their site visit, when an on-site interview was conducted. A summary of the data gathered from the businesses is below.

- Seven of the businesses are from the energy sector, five are from the construction sector and three are from the distribution sector. The remaining five businesses are from other sectors.
 - The sites visited in Minot are the headquarters of 14 businesses, divisions for six of the businesses and office operations for one. (One business provided two responses.)
 - The primary product/service provided by 18 of the businesses is a component, while one provides a finished product and another didn't provide that information.
 - Seventeen of the businesses serve a regional market and three serve a national market.
 - Their reported market coverage ranged from 10% to 100%, with an average of 32.1% and a median of 27.5%.
 - Eighteen of the businesses are current members/investors of MACEDC.
- The businesses employ a total of 1,330 people, which includes 1,326 full-time, non-seasonal positions.
 - The businesses' current workforce is meeting expectations in terms of quality, stability and availability. (Figure 1)
 - Over the last three years, eight of the businesses had added positions (206 jobs added total) and three businesses had eliminated positions (14 jobs lost total).
- Among the businesses willing to share financial information, annual sales ranged from \$2.5M to \$70M, with a median of \$12.5M and an average of \$19.9M.
 - Capital investments over the past two years ranged from \$100K to \$12.5M, with a median of \$2M and an average of \$2.2M.)
- Fourteen of the businesses are currently growing, five are maturing and one said it is declining.
 - Relatedly, company sales are increasing for 15 of the businesses, stable for four of them and sales are decreasing for one business.
- Eleven of the businesses have plans to expand within five years. Five of those planned expansions include increasing space, five plans call for hiring more employees and five indicated their plans include offering new services and/or increasing current capabilities.
 - Labor costs are rated as the biggest barrier to growth in Minot, followed by the cost of living. (Figure 2)

- Nine of the businesses said legislative changes over the next two years could adversely affect them. Those potential changes typically related to green initiatives/fossil fuel regulations.
 - Eight businesses thought some legislative changes could benefit them; those changes mostly dealt with funding.
- Suppliers or customers relocating has not been a problem for the businesses.
- The biggest challenge businesses in Minot contend with remains filling open positions.
 - Most of the businesses are reporting issues with employee recruitment and retention, which appears to be not only a community problem but industrywide.
 - The biggest needs are for blue collar workers, like CDL drivers, equipment operators, skilled laborers and those in the trades; managers and accountants are also needed.
 - There is an average of five unfilled positions per business, with a total of 98 overall. The number of open positions has been stable for 14 of the businesses, increasing for five of the businesses and decreasing for one.
 - Four of the businesses have seen changes in the make-up of their workforce, with mixed outcomes.
- As has been seen previously, the biggest advantages to being located in Minot are the people/employees/clients, the community feel/quality of life and being bigger/better than other communities in the area.
 - The biggest disadvantages to being in Minot included the limited pool of potential employees, distance from the Bakken/job sites and freight costs/issues.
 - Minot's business climate received a mean rating of 3.70 on a scale of one to five, with one being low and five being high.
- Parks and recreation was the highest rated aspect of life in Minot, followed by the airport and fire department. (Figure 3)
 - Childcare services continues to be the lowest rated aspect of life in Minot, with public transportation being rated only slightly higher. (Figure 3)

Figure 1
Mean Rating: Workforce
(1=Greatly Needs Help, 5=Exceeds Expectations)

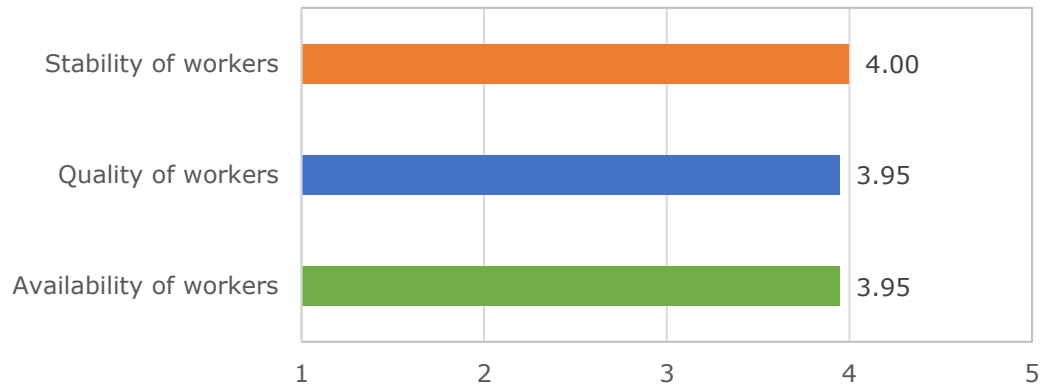


Figure 2
Mean Rating: Barriers to Growth in Minot
(1=Low, 5=High)

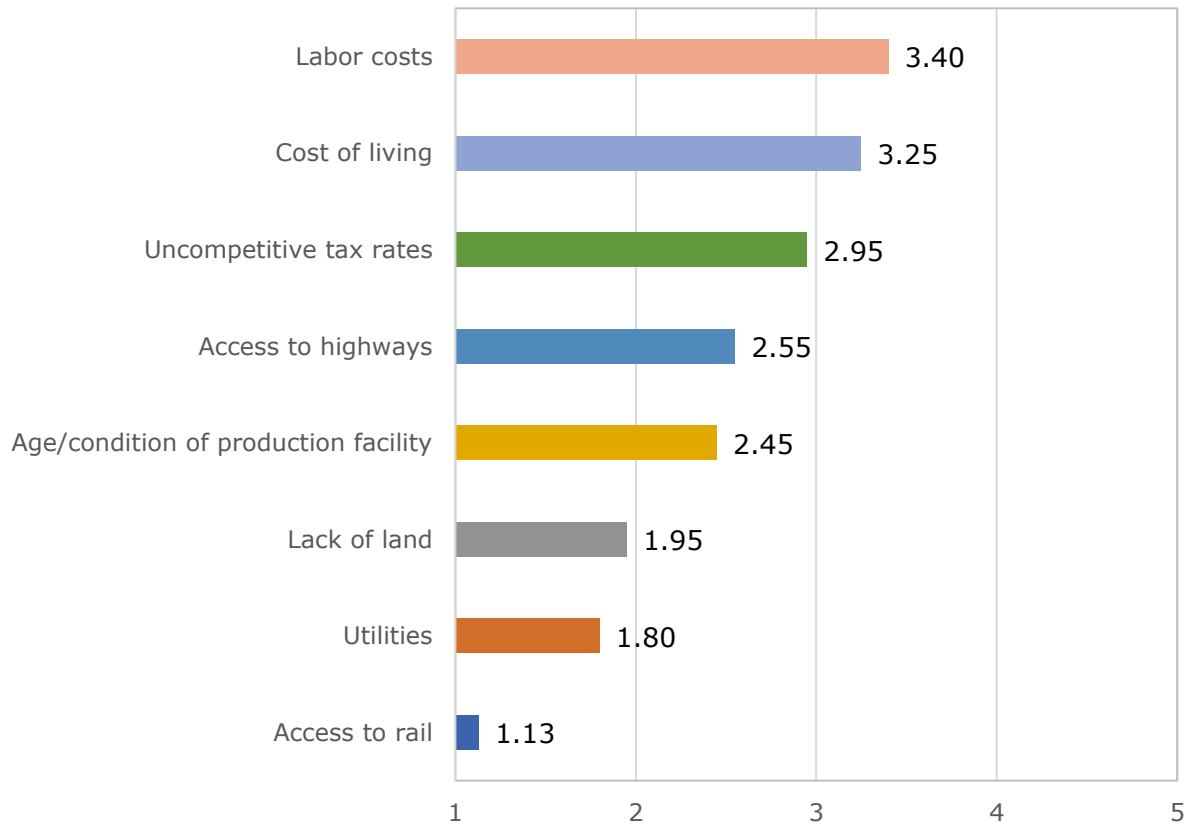
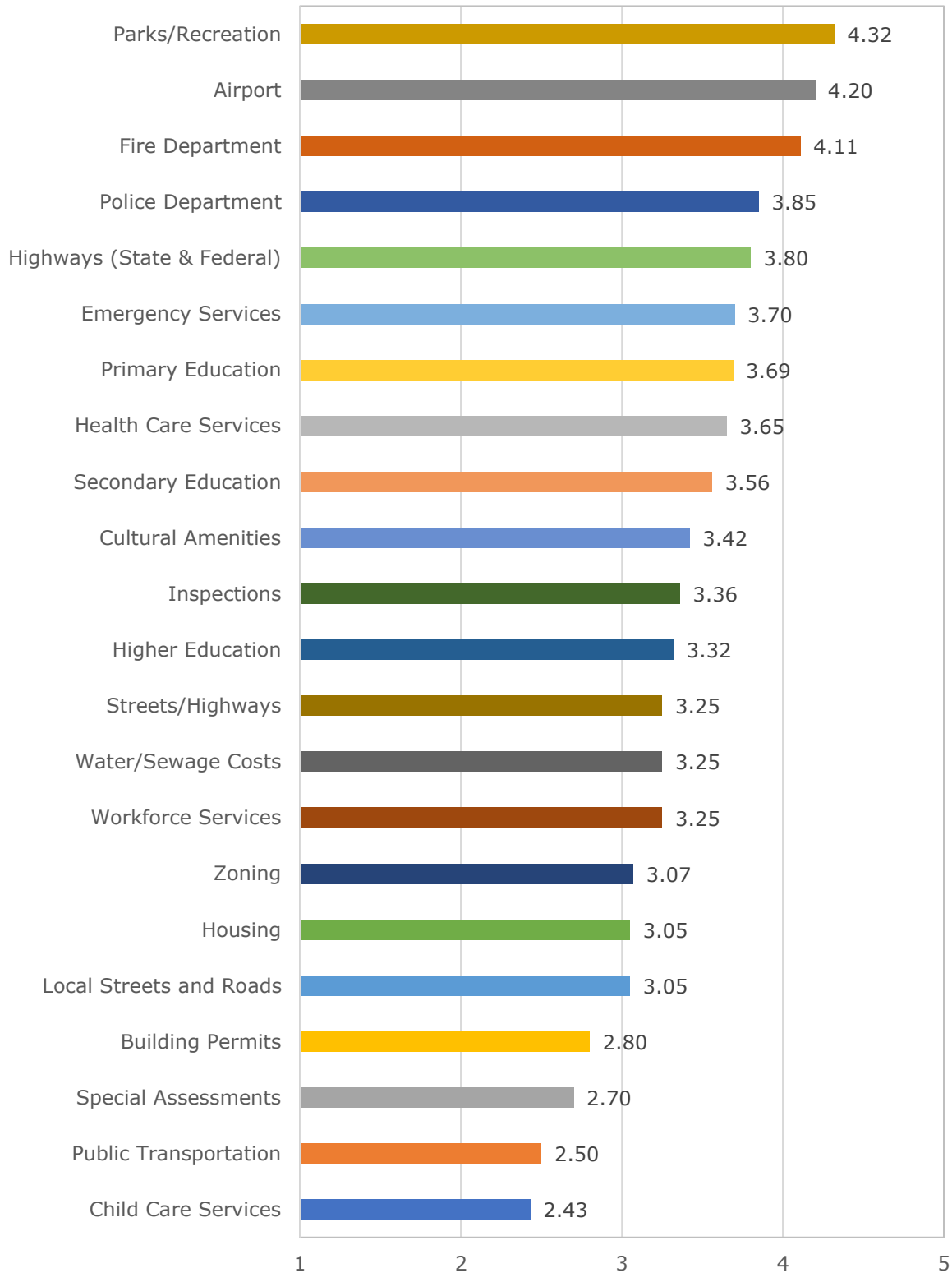


Figure 3
Mean Rating: Quality of Life
(1=Greatly Needs Help, 5=Exceeds Expectations)





Attachment D | MACEDC 2023 Logistics Park of North Dakota (LPND) Committee

Committee Members

Ryan Ackerman, Chair
Missy Feist-Erickson
Randy Hauck
Jonn Knecht
Les Knudson
Jason Zimmerman

Brekka Kramer
Mark Lyman

Organization

Ackerman-Estvold
Peoples State Bank of Velva
Verendrye Electric Cooperative, Inc.
Bravera Bank
AGT Foods USA
Minot Area Community Foundation

Minot Area Chamber EDC
Minot Area Chamber EDC



Attachment E | MACEDC 2023 Task Force 21 (TF21) Committee

Committee Members	Organization
Kevin Black	Minot Area Chamber EDC Chair, Creedence Energy Services
Randy Burckhard	North Dakota State Senator
Bruce I. Christianson	Magic City Financial Group, L.P.
Peter Hankla	McGee, Hankla & Backes, P.C.
Randy Hauck, Vice Chair	Verendrye Electric Cooperative, Inc.
Mark Jantzer, Chair	Minot City Council
Jessica Klein	Olson & Burns, P.C.
Jonn Knecht	Bravera Bank
Brekka Kramer	Minot Area Chamber EDC
Mayor Tom Ross	City of Minot
Jason Zimmerman	Minot Area Community Foundation



Attachment F | WayFinders

Google analytics July 1 to December 31, 2023

City	Users	New Users
Minot	173	162
Minneapolis	47	47
Las Vegas	40	40
Bismarck	37	34
Chicago	30	28
Fargo	30	28
Cheyenne	16	16
Moses Lake	15	15
Dallas	14	14
San Antonio	13	13
Cleveland	7	7
Des Moines	7	7
New York	7	6
Phoenix	7	7
San Jose	6	6
Singapore	6	5
Washington	6	4

Engagement Sessions

578

Average Engagement Rate

37.56%

Average Engaged Session Per User

.51

Average Engagement Time

47 seconds

Newcomer Leaders

5

Newcomer Engagements Made from Leads

2

WayFinders

25



City of Minot January 2024 Economic Development Contract Presentation

BREKKA KRAMER, PRESIDENT | CEO

MARK LYMAN, ECONOMIC DEVELOPMENT SPECIALIST

KELI ROSSELLI-SULLIVAN, WORKFORCE DEVELOPMENT SPECIALIST | MILITARY LIAISON



Mission

IT IS THE MISSION OF THE MINOT AREA CHAMBER EDC TO ADVOCATE FOR AND INVEST IN BUSINESS ACTIVITY BY BEING A COLLABORATIVE PARTNER IN THE COMMUNITY, FOCUSED ON IMPROVING QUALITY OF LIFE FOR ALL.



Vision

TO BE THE GO-TO ORGANIZATION FOR OUR BUSINESS COMMUNITY TO DRIVE
KEY INITIATIVES THAT BUILD AND STRENGTHEN OUR ECONOMY



2023 Board of Directors

Executive Committee

Chair Kevin Black, Creedence Energy Services

Chair-Elect, Cassidy Hjelmstad, SRT

Vice-Chair, Ryan Ackerman, Ackerman-Estvold

Treasurer, Missy Feist-Erickson, Peoples State Bank

Past Chair, Randy Hauck, Verendrye Electric Cooperative

President | CEO & Corporate Secretary, Brekka Kramer, Minot Area Chamber EDC

Board Members

Peter Hankla, McGee, Hankla & Backes, P.C.

Jonn Knecht, Bravera Bank

Les Knudson, AGT Foods

John Kutch, Trinity Health

Jason Olson, Ward County Commission

Mayor Tom Ross, City of Minot

Dr. Steven Shirley, Minot State University

Dr. Mark Vollmer, Minot Public Schools

Jason Zimmerman, Minot Area Community Foundation



Our Team

Minot Area Chamber EDC

Brekka Kramer, President | CEO

Carla Dolan, Vice President

Mark Lyman, Economic Development Specialist

Keli Rosselli-Sullivan, Workforce Development Specialist | Military Liaison

Chanda DeCent, Finance Director

Katie Dotson, Communications & Outreach Specialist

Jaime Hauge, Executive Assistant

Amanda Nybakken, Administrative Assistant

Marie Sanders, Administrative Assistant

Motor Vehicle Department

Lacey Coleman, Manager

Clerks: Tammy Hanson, Wendy Keldson, Tracey Oja Zeretzke, Kim Reedy, Destiny Waddle, and Karen Heatherly

Strategic Plan

1.a.



Five-year strategic plan was implemented in Q4 2022 (Attachment A)

- January 1, 2023 - December 31, 2027

Five key pillars:





Business Retention & Expansion

1.b.

Business Retention & Expansion (BR&E) interviews

- 45 interviews completed in 2023
- 66% of the BR&E contact list was pursued
- Proactive connection with key, primary sector businesses
- Collected data is reported in Attachment C



1.c.

Attracting New Opportunities

Intermodal Service at Logistics Park of North Dakota (LPND)

Consolidated Rail Infrastructure and Safety Improvements (CRISI Grant)

North Dakota's only BNSF Site Certified location

Committees (agribusiness, energy, governmental affairs, military affairs, infrastructure)

Entrepreneurial programming

Task Force 21

Strategic partnerships

Trade shows and conferences

Business leads and inquiries - major primary sector project for the Minot region



Economic Development

1.d. 1.e. 1.f. 1.k. 1.l.

MAGIC Fund applications

- Hot Switch Heating Systems, LLC request, \$215K
- MACEDC staff and board involved in MAGIC Fund guideline review with City of Minot staff and elected officials. The revised guidelines were approved by City Council December 18, 2023

Strategic partner in developing economic development policies

- Multiple touchpoints with city staff and regional representatives

Economy at a Glance

Primary Sector State RFP through North Dakota Department of Commerce

Community tours



Workforce Development

1.g. 1.h. 1.i. 1.j.

- 2023 legislative session – workforce proposals, opportunities, and solutions
- Regional Workforce Impact Program grant
- Workforce Development Specialist added to the MACEDC team in 2023
- Workforce Committee developed
- New talent portal to attract newcomers – Minot WayFinders Talent Portal
 - WayFinder analytics found on Attachment F
- North Dakota Petroleum Council's Bakken GROW program community liaison
- Serves on City's childcare committee



Online Visibility

Up to date information on www.minotchamberedc.com

- Key industries
- Intermodal service
- Logistics Park of ND
- Quality of Life
- Local and statewide workforce initiatives
- Link to Visit Minot community calendar

Location One Information System (LOIS), commercial and industrial properties

- 37 buildings
- 46 sites



Minot Air Force Base Retention

1.c.

- Task Force 21
- Strategic leadership positions
- Advocacy and awareness
- Educate the local community, North Dakota officials, members of Congress and public on national security issues
- Support for modernization and nuclear mission of the B52 and Long-Range Standoff Weapon program
- Support for modernization of the missile system, Sentinel



Q&A

THANK YOU FOR HELPING TO DRIVE KEY INITIATIVES THAT BUILD AND STRENGTHEN OUR ECONOMY THROUGH ECONOMIC DEVELOPMENT, WORKFORCE DEVELOPMENT AND SUPPORT OF MINOT AIR FORCE BASE