City of Minot

Economic Development Plan Review Committee Meeting
Friday, January 24, 2025, at 1:00 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. APPROVAL OF MINUTES

   2.1. APPROVAL OF MINUTES - JANUARY 10, 2025

   It is recommended the committee approve the minutes of the January 10, 2025 Economic Development Plan Review Committee meeting.

3. OLD BUSINESS

   3.1. NEW HOUSING CONSTRUCTION PROGRAM

4. NEW BUSINESS

   4.1. FINANCE PRESENTATION

   4.2. PARTNERSHIP WITH MACEDC AND CITY OF MINOT

5. UPCOMING INFORMATION

   5.1. UPCOMING MEETING DATES
   The committee plans to meet on the following dates from 1:00 pm to 3:00 pm in the City Council Chambers, unless otherwise specified:

   - **February 7, 2025**
   - **February 21, 2025**
   - **March 7, 2025**
   - **March 21, 2025**

6. ADJOURNMENT

On January 10, 2025, a Economic Development Plan Review Committee Meeting was held in the City Council Chambers, City Hall (10 3rd Ave SW). Chairman Blessum called the meeting to order at 01:00 PM.

ROLL CALL

Members Present: Mike Blessum, Beth Feldner, Justin Hammer, Melinda Howe, Tyler Neether, Jordan Nelson, Paul Pitner

Members Absent: None

PLEDGE OF ALLEGIANCE

Chairman Blessum led the City Council in the Pledge of Allegiance.

APPROVAL OF MINUTES

APPROVAL OF MINUTES - DECEMBER 20, 2024

Committee Member Paul Pitner moved the committee approve the minutes of the December 20, 2024 Economic Development Plan Review Committee meeting. The motion was seconded by Tyler Neether and carried the following roll call vote: ayes: Mike Blessum, Beth Feldner, Justin Hammer, Melinda Howe, Tyler Neether, Jordan Nelson, Paul Pitner; nays: None.

OLD BUSINESS

CITY OF MINOT ECONOMIC DEVELOPMENT PROGRAMS PRESENTATION

Brian Billingsley discussed Retail Recruitment Services, the New Housing Construction Program, and the Land Development Ordinance.

Direction to City Council on Retail Recruitment Services:

- Explore if there should be a newly structured standing committee on Economic Development.
- Recommend City Council dissolve Chapter 2, Article V, Division 2 Community Development Advisory Board.
- Additional staff member recommendation.

NEW BUSINESS

DISCUSSION ON ALL ECONOMIC DEVELOPMENT PROGRAMS

The committee members should review previous bullet points from the previous meetings.

UPCOMING INFORMATION

UPCOMING MEETING DATES

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- January 24, 2025
- February 7, 2025
- February 21, 2025
- March 7, 2025
- March 21, 2025

ADJOURNMENT

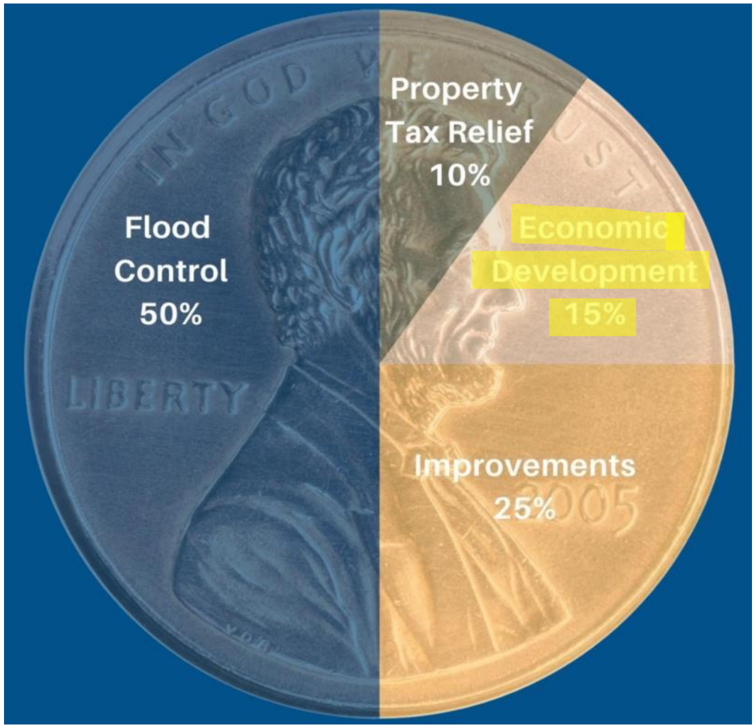
The motion to adjourn the meeting at 2:28 pm was initiated by Committee Member Pitner, seconded by Committee Member Hammer and carried by the following roll call vote: ayes: Blessum, Feldner, Hammer, Howe, Neether, Nelson, Pitner; nays: None.

MAGIC FUND

PRESENTED BY DAVID LAKEFIELD, FINANCE DIRECTOR

ALLOWABLE USES

- City of Minot Code of Ordinances Section 28½ - 108 *Dedication of tax proceeds*
  - (1)Fifty (50) percent thereof shall be expended on permanent flood control projects;
  - (2)Twenty-five (25) percent thereof shall be expended for the construction, operation, and maintenance of Minot area capital improvements, including but not limited to street, systems, sewer systems, water systems, airport, libraries, landfills, auditoriums, arenas, flood control, public safety improvements, etc.;
  - (3)Fifteen (15) percent shall be expended either (1) on permanent flood control projects; (2) for creation of jobs through retaining and expanding commercial, industrial, agricultural, recreational and educational activities in the Minot area with said expenditures to be governed by the applicable criteria imposed by the MAGIC Fund Committee and Minot City Council; (3) for City of Minot economic development activities to be approved by the Minot City Council; or (4) for any combination of (1), (2), and/or (3);
  - (4)Ten (10) percent shall be expended to provide property tax relief through annual appropriations to pay previously authorized debt retirement mill levies for highway projects or to pay other statutorily authorized mill levies.



CHANGES TO MAGIC FUND GUIDELINES

- Revised MAGIC Fund Guidelines – approved by City Council on December 18, 2023
  - https://www.minotnd.gov/DocumentCenter/View/8634/Magic-Fund-Guidelines
- City Manager's Presentation to City Council on November 20, 2023
  - https://www.minotnd.gov/AgendaCenter/ViewFile/Item/7351?fileID=22445

HIGH Priority
Fund **FIRST**

LOWER Priority
Fund as available

1
Program Administration

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.

PRELIMINARY “BUCKET” CASH BALANCES AS OF 12/31/2024

BUCKET 1: PROGRAM ADMINISTRATION

$231,810

BUCKET 2: PRIMARY SECTOR BUSINESS PROGRAM

$10,145,882

BUCKET 3: STATE OF NORTH DAKOTA PROGRAM INITIATIVES

$0

BUCKET 4: CITY OF MINOT ECONOMIC DEVELOPMENT PROJECTS

$1,011,718*

BUCKET 5: NON-PRIMARY SECTOR SMALL BUSINESS PROGRAM

$0

BUCKET 6: FLOOD CONTROL PROJECTS

$0

*670,554 of this balance is committed under façade loan agreements

1
Administration

2
Primary Sector

3
State Program
Matching Funds

4
City Economic
Development

5
Small Business

6
Flood Control

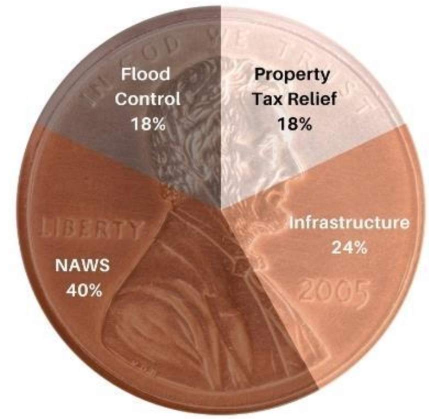
MAGIC FUND

2025 ADOPTED BUDGET

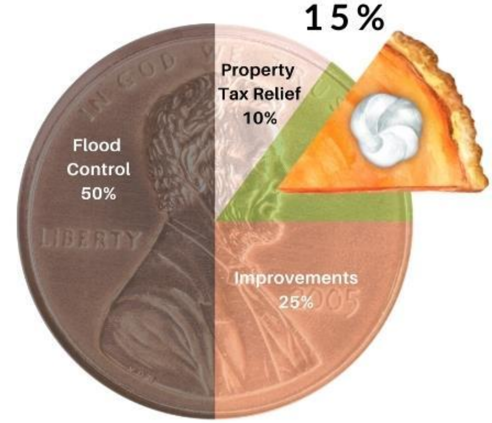
MACEDC Contract	$665,900
General Fund Administration	$50,000
ESRI Data & Analysis	$47,500
Souris Basin Planning Council	$20,000
AUP Reports	$10,000
Lois Subscription	$4,500
Primary Sector	$39,300
State Program Matching Fund	$1,000,000
Facade Improvement	$302,000
Wayfinding Signage	$48,000

TOTAL: $2,187,200

12/18/2023
MAGIC FUND
GUIDELINES
PRESENTATION



ECONOMIC
DEVELOPMENT
15%



QUESTIONS?

City of Minot

SERVICES AGREEMENT

City of Minot and Minot Area Chamber EDC (MACEDC)

This Agreement is entered into on this 18th day of November, 2024, by and between the City of Minot (hereinafter "City") and Minot Area Chamber EDC (MACEDC), a North Dakota non-profit corporation (hereinafter "Provider").

WHEREAS, the Provider has agreed to provide certain services, including solicitation of employment opportunities and business growth in primary sector businesses as defined by the North Dakota Century Code, and to undertake activities as requested by the City in support of addressing economic and job growth needs and retention of the Minot Air Force Base (MAFB); and

WHEREAS, the City desires to hire Provider and to pay a not to exceed amount of $665,900 for the costs of Services.

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2025. Upon a written agreement by both Parties, this Agreement may be extended.
2. Scope of Services. Provider agrees to provide the services outlined and in the manner described in Exhibit 1, which is attached and incorporated into this Agreement by reference. The term "Services" as used in this agreement shall refer to the services outlined in Exhibit 1.
3. Reports. In July 2025 and January 2026, Provider shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the Services outlined in Exhibit 1 of this Agreement.
4. Compensation. City shall pay Provider for its services hereunder compensation of $665,900, which includes one-hundred-and-six thousand and two-hundred-and-fifty dollars $106,250 specifically earmarked for the base retention services provided by Task Force 21 which will be paid to MACEDC in a lump sum in

January. The remaining amount($559,650) shall be paid on a monthly basis with one-twelfth of the total annual contribution to be made on the first of each month, but only after receipt of a monthly invoice from Provider. In the event of termination of this Agreement, the City's obligation to make payment to Provider as set forth herein shall immediately cease, with payment for the most recent month's services prorated to the date of termination.

5. LOIS Subscription. In addition to the compensation outlined under Section 4, the City shall fund the required amount for an annual subscription to Location One Information System (LOIS), upon receipt of an invoice from Provider.
6. Authority to Contract. No part of this Agreement shall be construed to grant to Provider any authority to contract for, on behalf of, or incur obligations on behalf of the City.
7. Termination.
   a. Termination by Mutual Agreement. This Agreement may be terminated by mutual consent of both parties executed in writing.
   b. Termination Without Cause. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party of the terminating party's intent to terminate before the expiration of this Agreement.
   c. Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Provider, or any later date stated in the notice:
      i. If Provider fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or
      ii. If Provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
   d. The rights and remedies of City provided in this Section 6 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
8. Notice. All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Provider:
City of Minot	MACEDC
c/o City Manager	c/o President | CEO
P.O. Box 5006	P.O. Box 940
Minot, ND 58702	Minot, ND 58702

9. Independent Entity. Provider is an independent entity under this Agreement and is not a City employee for any purpose.
10. Compliance with Law. Provider agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider's failure to comply with this section may be deemed a material breach by Provider entitling the City to terminate in accordance with the Section 7(c) of this Agreement.
11. Retention of Records and Audits. Provider agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event Provider's records are audited by a third party, Provider shall provide the City with the results of the audit within 30 days of receipt.
12. Compliance with Public Records Laws. Provider understands that, City must disclose to the public upon request any records it receives from Provider. Provider further understand that any records obtained or generated by Provider under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Provider agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
13. Indemnification. Provider agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing Services pursuant to this Agreement. Provider also agrees to reimburse the City for all costs, expenses, and attorneys'

fees incurred if the City prevails in an action against Provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

14. Insurance. At its sole cost, Provider shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of $2,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Provider's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Provider shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement pursuant to Section 7(c).
15. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
16. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
17. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
18. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.

19. Attorneys' Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Provider shall, except if specifically prohibited by law, pay City's reasonable attorneys' fees and costs in connection with the lawsuit.

20. 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 fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

21. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

22. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

23. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties.

CITY OF MINOT, NORTH DAKOTA

____
Thomas Ross
Mayor

____
David Lakefield
Finance Director

Mikayla McWilliams

Mikayla McWilliams
City Clerk

MINOT AREA CHAMBER EDC

Brekka Kramer

Brekka Kramer, President | CEO

EXHIBIT 1

MINOT AREA CHAMBER EDC (MACEDC) 2025 SERVICES AGREEMENT

1. MINOT AREA CHAMBER EDC (MACEDC) Services. MACEDC shall provide the following services and/or meet the following obligations:

   a. MACEDC shall execute its comprehensive Strategic Plan which includes pillars for Economic Development, Workforce Development, and Military Support.

   b. MACEDC shall conduct business retention and expansion interviews or surveys, with the goal of achieving 65% of the MACEDC primary sector and business list, which equates to about four (4) interviews a month.

   c. MACEDC shall market and promote the City for 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.

   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.

   e. MACEDC shall advise the City of Minot on the development of economic development policies and strategies for the City, including the MAGIC Fund General Policy Guidelines.

   f. MACEDC shall provide access to and professional analysis of demographic-based workforce and consumer data as indicated in the Economy at a Glance.

   g. MACEDC shall lead a committee for workforce development which must include at least one representative from the City of Minot.

   h. MACEDC shall manage and administer the Minot Area WayFinders workforce program.

   i. MACEDC shall track and monitor workforce proposals, opportunities and solutions during the 2025 legislative session.

j. MACEDC shall continue to work with community and statewide partners to execute workforce strategies for the Minot region.

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.

l. 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.

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.

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. As part of the Annual Report to the City MACEDC shall include an executive data analysis of LOIS.

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.

p. MACEDC shall establish and maintain a voting position on the MACEDC board of directors for the Mayor or his or her designee.

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 one-hundred-and-six thousand and two-hundred-and-fifty ($106,250) dollars of city funds (hereinafter "city funds") to be used exclusively for MAFB base retention services with payment due by January 31, 2025. These funds are included, and not in addition to, the total allocation of $665,900 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, 2025 must be returned to CITY.

ii. The Mayor of the City will be a member of Task Force 21 throughout his/her term in office.

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.

r. MACEDC shall provide information on childcare incentives for employers and entrepreneurs/businesses looking to begin or expand childcare services in Minot.