



Regular Renaissance Zone Review Board Meeting

Thursday, August 28, 2025, at 9:00 AM

Finance Conference Room, 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. CALL TO ORDER/ROLL CALL
2. ADOPT MEETING MINUTES
 - 2.1. ADOPT THE JUNE 26, 2025 MEETING MINUTES
3. RENAISSANCE ZONE APPLICATIONS
 - 3.1. CLOSE OUT INACTIVE RENAISSANCE ZONE CASES
4. FACADE IMPROVEMENT PROGRAM APPLICATIONS
 - 4.1. FI-13 - TIME EXTENSION REQUEST (221 S. MAIN ST.)
5. OTHER BUSINESS
 - 5.1. FACADE IMPROVEMENT PROGRAM MATCH AND CAP ADJUSTMENTS AND SUNSET DATE
6. NEXT SCHEDULED MEETING

Thursday, September 25, 2025 at 9:00 am

 - 6.1. THURSDAY, SEPTEMBER 25, 2025 @ 9:00 AM
7. ADJOURNMENT

On June 26, 2025, a Regular Renaissance Zone Review Board Meeting of the Minot Renaissance Zone Review Board was held in the Finance Conference Room, City Hall (10 3rd Ave SW). called the meeting to order at 09:00 AM.

1. CALL TO ORDER/ROLL CALL

Members Present: Pete Hugret, Pat Bailey, Mark Lyman, Tom Alexander, Amy Rogers, Tonia Vitko, Luke Heilman

Members Absent: Christine Staley, Jason Bentley, Betty Fedorchak, Jill Ward

2. ADOPT MEETING MINUTES

2.1. ADOPT THE MAY 22, 2025 MEETING MINUTES

The motion to Approve May 22, 2025 Regular Meeting Minutes was initiated by Renaissance Zone Board Member Hugret seconded by Renaissance Zone Board Member Lyman and carried by the following roll call vote: ayes: Pete Hugret, Pat Bailey, Mark Lyman, Tom Alexander, Amy Rogers, Tonia Vitko, Luke Heilman; nays: None.

3. RENAISSANCE ZONE APPLICATIONS

3.1. CASE M-110: REQUEST BY AKSAL GROUP, LLC FOR AN EIGHT (8) YEAR PROPERTY TAX BENEFIT FOR THE REHABILITATION OF A COMMERCIAL PROPERTY LOCATED AT 110 E CENTRAL AVE

The applicant is requesting the 8-year tax benefit.

Ryan and Jessica Ackerman were present on behalf of the Aksal Group.

The building is currently assessed at \$360,000. They are planning on spending about \$2.6 million to fully rehabilitate the building. The property is the former Soo-Line Freight house, which was a prior butcher/meat house as well as a storage facility.

The Aksal Group intends to start work in the fall of 2025, which will include full structural demolition. The plan for the building is to include a public restroom bank which would include 8 restrooms. The 2nd floor was previously used as apartments, and they are unsure if they will continue to use them as such. The roof will be replaced in the summer of 2025 as well.

The applicants hope that once it is all completed, the future tenants will be able to operate as part of Citizens Alley.

Mark Lyman stated that he had walked through this building multiple times over the years, and it is in dire need of help. He feels this is a great step in the right direction.

Pat Bailey asked if there were any hazmats needed to clean out the old butcher shop?

Mr. Ackerman informed him that the only issues they had run into was some mold in the freezer area.

The motion to Approve Case M-110 was initiated by Heilman seconded by Renaissance Zone Board Member Hugret and carried by the following roll call vote: ayes: Pete Hugret, Pat Bailey, Mark Lyman, Tom Alexander, Amy Rogers, Tonia Vitko, Luke Heilman; nays: None.

4. FACADE IMPROVEMENT PROGRAM APPLICATIONS

4.1. FACADE IMPROVEMENT PROGRAM CASE #FI-15: 110 E CENTRAL AVENUE

Aksal Group informed the board that they are going to be updating all 4 sides even though only 2 are covered by the Facade Program.

There will be an ADA door on the Citizens Alley side.

The NE & NW facades are what will be covered. They want to keep the updates as historical as possible while also adding in storefronts that weren't typically around for this type of building.

All the requirements for this program are met.

Mr. Ackerman stated that programs like the Facade Improvement and Renaissance Zone really make projects like this one even possible.

The motion to Approve case #FI-15 was initiated by Renaissance Zone Board Member Alexander seconded by Heilman and carried by the following roll call vote: ayes: Pete Hugret, Pat Bailey, Mark Lyman, Tom Alexander, Amy Rogers, Tonia Vitko, Luke Heilman; nays: None.

5. OTHER BUSINESS

5.1. FACADE IMPROVEMENT PROGRAM INTERPRETATION

It had been brought to Mr. Billingsley's attention by the Minot Housing Authority that stucco was an ineligible product for this program, but that their building from the 1950's was originally stucco. Mr. Billingsley presented this situation to the board to come to a conclusion about how to handle this situation.

It was decided that they would amend the wording to add that if the owner could prove that an ineligible material was the building's original material, then they could still qualify for the program.

The motion to amend the wording to state "unless owner can prove building originally used that material" was initiated by Renaissance Zone Board Member Bailey seconded by Renaissance Zone Board Member Lyman and carried by the following roll call vote: ayes: Pete Hugret, Pat Bailey, Mark Lyman, Tom Alexander, Amy Rogers, Tonia Vitko, Luke Heilman; nays: None.

5.2. BLOCK ANALYSIS UPDATE

Mr. Billingsley informed the board that the staff had sent letters to all the owners within the blocks that were being considered for removal. There were multiple responses with a few serious inquiries in the program.

The board has authorized staff to send a follow-up letter to inform the residents that they will have until the end of the calendar year to submit an application, after that the blocks will be reassessed in January 2026.

5.3. FACADE IMPROVEMENT PROGRAM CUSTOMER FEEDBACK SURVEY

There was a survey sent to all past applicants of the Facade Improvement program. The responses were raving of the program and how the staff handled it. The only main complaint was the need for replacement insurance which can be expensive.

6. NEXT SCHEDULED MEETING

6.1. NEXT RENAISSANCE ZONE MEETING IS JULY 24, 2025 AT 9AM IN THE
FINANCE DEPARTMENT CONFERENCE ROOM AT CITY HALL.

7. ADJOURNMENT

The motion to Adjourn was initiated by Renaissance Zone Board Member Lyman seconded by Heilman and carried by the following roll call vote: ayes: Pete Hugret, Pat Bailey, Mark Lyman, Tom Alexander, Amy Rogers, Tonia Vitko, Luke Heilman; nays: None.

Meeting was adjourned at 10:09am.

Case No.	Address	Applicant	Year	Request	Status	Current Ownership Status
M-3	709 2nd Ave. NE	Tim & Jason Gagne	2002	Residential Renovation (5-Year Property Tax)	Granted approval. Did not complete. Flood buyout.	No
M-12	112 Main St. S	Mari Tande	2004	Commercial Renovation (5-Year Business Income Tax)	Never received City Council approval. Did not purchase the property.	No
M-13	13 & 15 Main St. S	Daniel and Denise Anderson	2004	Commercial Renovation (5-Year Property Tax)	Submitted an application, but it was never approved.	No
M-15	112 Main St. S	Mari Tande	2004	Commercial Renovation (Lease)	Never received City Council approval. Did not purchase the property.	No
M-25	18 3rd St. SE	Dale Mellum & Gaylen Schmidt	2006	Commercial Renovation (5-Year Property Tax)	Granted conditional approval. Did not complete the project.	No
M-32	405 4th Ave. NE	Creative Woodworking	2006	Commercial Renovation (Business Income Tax & Lease)	Did not complete. Flood buyout.	No
M-43	123 1st St. SW	LLC Cornelito & Thomas More	2008	Commercial Purchase w/ Major Improvements (5-Year Property Tax & Business Income Tax)	Granted conditional approval. Big M Building. Withdrew application before any construction began.	No

M-48	9 1st St. SE	Gene Rau	2009	Commercial Renovation (5-Year Property Tax & Business Income Tax)	Approved by Renaissance Zone Board, but never was presented to city council	No
M-53	510 Central Ave. E	Dylan Davis	2011	Commercial Renovation (5-Year Property Tax & Business Income Tax)	Granted conditional approval. Applicant halted work after the flood. Mr. Davis is not going to complete the project.	Yes
M-56	620 Central Ave. E	Duane & Jean Ofsthun	2012	Residential Rehabilitation (5-Year Business Income Tax)	Granted conditional approval. Applicant did not complete project and sold the property.	No
M-57	622 Central Ave. E	Duane & Jean Ofsthun	2012	Residential Rehabilitation (5-Year Business Income Tax)	Granted conditional approval. Applicant did not complete project and sold the property.	No
M-65	36 3rd St. NE	First Avenue Concepts	2012	Commercial Renovation (5-Year Property Tax & Business Income Tax)	Conditional approval was denied. Proposed land use was deemed illegal.	No
M-66	712 Central Ave. E	Jerome & Karen Hager	2012	Residential Renovation (5-Year Business Income Tax)	Granted conditional approval. Project is Incomplete. Cannot find contact information for the Hagers.	Yes
M-72	105 1st St. SE	Cypress Assets ND, LLC	2014	Commercial Rehabilitation (5-Year Property Tax & Business Income Tax)	Granted conditional approval, but was denied final approval by City Council in 2019 because applicant was delinquent on state and local taxes.	No
M-73	5 Central Ave. W	Cypress Assets ND, LLC	2014	Commercial Rehabilitation (5-Year Property Tax & Business Income Tax)	Granted conditional approval, but was denied final approval by City Council in 2019 because applicant was delinquent on state and local taxes.	No

M-74	123 2nd Ave. SE	Cypress Assets ND, LLC	2014	Commercial Rehabilitation (5-Year Property Tax & Business Income Tax)	Granted conditional approval, but was denied final approval by City Council in 2019 because applicant was delinquent on state and local taxes.	No
M-79	18 2nd St. NE	Norsk Brothers, LLC	2014	Commercial Rehabilitation (5-Year Property Tax)	Application was withdrawn. Later re-filed as M-93 and was granted final approval in 2020.	Yes
M-85	101 Central Ave. W	Lucky Dog Grilled Cheese Pub / Wurst Place	2016	Commercial Rehabilitation (5-Year Business Income Tax & Lease)	Incomplete application. Never went through the approval process.	No
M-87	215 Central Ave. E	Norsk Brothers, LLC	2016	Commercial Purchase w/ Major Improvements (5-Year Business Income Tax)	Granted conditional approval. Applicant didn't complete the project and stated they will not pursue completion.	No
M-90	511 Main St. S	Micah & Sarah Bloom	2016	Residential Rehabilitation (5-Year Property Tax & Personal Income Tax)	Granted conditional approval. Partially completed. Needs to discuss with spouse.	Yes

From: [Savana Pitcher](#)
To: [Brian Billingsley](#)
Subject: Re: Question
Date: Thursday, July 31, 2025 3:39:09 PM
Attachments: [image001.png](#)
[image001.png](#)

Caution: This message has originated from an **External Source**.
Please use proper judgement and caution when opening attachments, clicking links, or responding to this email.

Sounds good, thank you.

Savana Pitcher
Property Manager / Commercial Leasing
1st Minot Management
724 20th Ave Minot

On Thu, Jul 31, 2025, 3:35 PM Brian Billingsley <brian.billingsley@minotnd.gov> wrote:

Sounds good. I'll place this on the 8/28 agenda.

Brian K. Billingsley, AICP

City of Minot, Community & Economic Development Director

Office Phone # (701) 857-4147



From: Savana Pitcher <Savana@1stminotmanagement.com>
Sent: Thursday, July 31, 2025 11:33 AM
To: Brian Billingsley <brian.billingsley@minotnd.gov>
Subject: Re: Question

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We request an extension for completion to 10.31.25 Please

Savana Pitcher

Property Manager / Commercial Leasing

1st Minot Management

724 20th Ave Minot

On Thu, Jul 31, 2025 at 8:25 AM Brian Billingsley <brian.billingsley@minotnd.gov> wrote:

That would be me. How many months do you need?

Our next meeting takes place on August 28th.

Brian

Brian K. Billingsley, AICP

City of Minot, Community & Economic Development Director

Office Phone # (701) 857-4147



From: Savana Pitcher <Savana@1stminotmanagement.com>

Sent: Thursday, July 31, 2025 8:11 AM

To: Brian Billingsley <brian.billingsley@minotnd.gov>

Subject: Re: Question

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Who would we reach out to get a extention request.?

Savana Pitcher

Property Manager / Commercial Leasing

1st Minot Management

724 20th Ave Minot

On Tue, Jul 1, 2025, 8:42 AM Brian Billingsley <brian.billingsley@minotnd.gov> wrote:

The deadline is September 1, 2025 as specified on page two of the contract. You are able to request up to a seven month time extension from the Renaissance Zone Review Board if you are unable to meet the deadline. They have been very supportive of extending the timeline for other applicants.

Brian

Brian K. Billingsley, AICP

City of Minot, Community & Economic Development Director

Office Phone # (701) 857-4147



From: Savana Pitcher <Savana@1stminotmanagement.com>
Sent: Tuesday, July 1, 2025 8:34 AM
To: Brian Billingsley <brian.billingsley@minotnd.gov>; Brenda Zietz <brendazietz@gmail.com>
Subject: Question

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clicking links, or responding to this email.

Can you please tell me the date our project at 221 S Main got approved. I want to make sure we do not miss the one year deadline.

Thank you

Savana Pitcher

Property Manager / Commercial Leasing

1st Minot Management

724 20th Ave Minot

FAÇADE IMPROVEMENT PROGRAM LOAN AGREEMENT

This Agreement (hereinafter "Agreement") is executed and made effective as of October 21, 2024 (hereinafter "Effective Date"), and is by and between the City of Minot, a North Dakota municipality (hereinafter "City") and Walker Properties, LLLP (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: Walker Properties, LLLP

ADDRESS OF PROPERTY TO BE IMPROVED: 221 S. Main St, Minot, ND 58701

PARCEL ID: MI24.238.100.0140

LEGAL DESCRIPTION: Original Minot Addition, Lots 13 & 14, Block 10

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 \$180,000 (APPROVED BY COUNCIL);

WHEREAS Façade Loans are to be reimbursable and used solely for a portion of the project costs.

NOW, THEREFORE, in consideration of the promises of the parties' and other valuable consideration, the receipt and adequacy of which are acknowledged by each party to the other, City and Property Owner covenant and agree, as follows:

1. Loan Amount. City shall lend Property Owner and Property Owner shall borrow from City the sum of up to \$180,000 (APPROVED BY COUNCIL); in the form of a no-interest, forgivable loan, the terms of which are contained in the promissory note attached hereto as Exhibit A (hereinafter "Façade Loan"). The Façade Loan shall be used solely for reimbursement of costs associated with the Property Owner's approved complete façade renovation or replacement, more specifically described in the Property Owner's application for funding (hereinafter "Project"). The Façade Loan will be disbursed to Property Owner, subject to the conditions of the Agreement, and provided the Property Owner has met and fully satisfied the following requirements: (i) this Agreement and the promissory note have been duly-executed by an authorized representative of Property

Owner; (ii) personal guarantees have been duly-executed by each principal of the Property Owner; and (iii) Property Owner has satisfied the Conditions Precedent set forth in Section 2 of this Agreement.

The Façade Loan shall be repaid to City in one installment, without interest, ten years after the City distributes the Façade Loan to Property Owner (hereinafter “Façade Loan Repayment Date,” subject to the provisions of Section 3 of this Agreement.

2. Conditions Precedent to Payment of Façade Loan. The Parties expressly acknowledge and agree that the following listed conditions shall be considered conditions precedent and that all of these conditions must be satisfied in full before the City disburses any Façade Loan funds.
 - a. Project Plan. Property Owner’s application, as approved, is attached and incorporated into this Agreement as Exhibit C. Property Owner agrees to complete the Project in accordance with the approved plans, design drawings, and specifications set forth in Exhibit C and attachments thereto and in accordance with the terms of this Agreement.
 - b. Project Completion. The Project shall be completed on or before September 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.
- j. Automatic Doors. In accordance with *City of Minot Code of Ordinances Chapter 9, Article VIII, Section 9-137*, every building open to public use that has received the benefit of public funds from the city to make building improvements or to construct a new building shall provide for the installation of an automatic door for at least one main entrance to the building. If the immediate interior of the building is only accessible through a vestibule, the requirement requires the installation of as many automatic doors as are necessary to allow passage through the vestibule and into the immediate interior of the building.
 - i. Per the direction of the Minot City Council during their regular meeting on October 7, 2024, the Community & Economic Development Director grants a waiver to the automatic doors requirement due to the impractical

hardships described in a letter by project architect Jared Kramer dated October 16, 2024. Said letter is attached to this contract as Exhibit D.

3. Repayment and Forgiveness of Façade Loan. Property Owner shall repay the Façade Loan, in full, on or before the Façade Loan Repayment Date. However, Property Owner will be deemed to have made full payment against the balance of the Façade Loan if the described conditions are satisfied on or before the Façade Loan Repayment Date:
 - a. Annual Inspections. The Property Owner shall allow the Economic Development Administrator to complete annual inspections of the facade. The Economic Development Administrator will document their annual inspection in writing and provide a copy of the annual inspection to the Property Owner.
 - b. Façade Maintenance. The Property Owner shall maintain their facade in a manner that is consistent with the approved application, approved plans, design drawings and specifications and in accordance with this Agreement and any applicable laws or regulations. In the event the Property Owner intends to modify the facade for any reason, including for general maintenance, and the modification will produce visible differences in the approved application and design, the modification must be first reviewed and approved, in writing, by the Economic Development Administrator. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the original plans, design drawings, and specifications approved pursuant to this Agreement.
 - c. Graffiti Removal. The Property Owner shall maintain the façade in appearance and agrees to remove any graffiti within forty-eight hours, or if not possible within that timeframe because of weather conditions, as soon as weather conditions reasonably permit.
 - d. Insurance. The Property Owner shall secure and keep in force insurance for the replacement value of the structure, proof of which will be provided to the City within twenty-four hours of City's request. The insurance must cover restoration of the façade in compliance with the Program, and such insurance must be secured upon completion of the renovated façade. To the extent required by North Dakota law, Property Owner and their contractor(s) shall carry worker's compensation insurance to cover all workers involved in the project. Property Owner shall also maintain, at their own expense, general liability insurance covering the subject property and the resultant uses thereof. The Property Owner shall provide the City with copies of these Certificates of Insurance and shall provide the City with notice of any cancellation or change in coverage during the term of this Agreement. Any lapse of insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.
 - e. Lighting Requirements. The Property Owner shall light all display windows and signs every day, from dusk until 10:00 P.M.
 - f. Signage Requirements. After completion, Property Owner shall display a sign (provided by the City) indicating participation in the City's Façade Improvement Program. The sign shall be displayed on either the exterior or in the front window of the building for a period of thirty (30) days.

- g. Property Occupation. Property Owner agrees to maintain use and occupancy of the first floors of the building or, in the event of a vacancy, actively market the space to attempt to maintain use and occupancy of the first floor of the building.
 - h. Successors. This Agreement shall be binding upon the City and Property Owner and its successors. It shall be the responsibility of the Property Owner to inform subsequent property owners of the provisions of this Agreement. In the event the Property Owner sells the real property enrolled in the Façade Improvement Program, he or she shall assign, with prior written approval from the City Council, all of the obligations to the buyer of the real property.
 - i. Observe Common Hours. In the event that a Business Improvement District (BID) is formed downtown, retail uses shall conform to hours of operation as set by the district.
- 4. Default. In the event of default by Property Owner of any of the material terms or conditions of this Agreement, where City has provided written notice of such default to Property Owner and where such default is not cured within 30 days of the written notice, City may, upon ten (10) days' notice to Property Owner, declare the Façade Loan immediately due and payable.
 - 5. Consequences of Default. If Property Owner breaches the terms of this Agreement, Property Owner shall not be entitled to be eligible for a future façade improvement program loan until Property Owner completes the Façade Loan repayment to City. This qualification attaches to Property Owner and to each principal of Property Owner (including other entities owned in whole or in part by a Principal of Property Owner).
 - 6. Payment to Third Parties. The City shall not be a party to nor is it liable for any contractual payments to any contractors, architects, or other third parties. Payments to any contractors, architects, or other parties are the sole responsibility of the Property Owner, and the Property Owner agrees to indemnify, warrant and defend the City from any such claims from third parties for payment.
 - 7. Further Assurances. Property Owner shall, upon request from City, execute and delivery all further instruments and cause to be done all further acts that may be necessary and/or proper to carry out the provisions and purposes of this Agreement.
 - 8. Amendments. This Agreement may be amended at any time by agreement of the Parties evidenced in writing, signed by both Parties.
 - 9. Survival. The terms and conditions of this Agreement shall survive execution of any additional documents contemplated by this Agreement, including (but not limited to) the Promissory Notes, unless the subsequent documents clearly reference this Agreement and contain a statement or statements that the terms and conditions are amended or superseded.
 - 10. Assignment of this Agreement. Property Owner may not, voluntarily or involuntarily, transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of City.
 - 11. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed, and delivered by it; that the undersigned representatives are duly authorized to sign this Agreement on behalf of the party for

whom they are signing and whom they represent; and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.

12. Notices. All notices, certifications, or communications required by this Agreement shall be given in writing and shall be deemed delivered.

To CITY:

City of Minot City Manager's Office
c/o City Manager
PO Box 5006
Minot ND 58702

To PROPERTY OWNERS:

Walker Properties, LLLP
c/o Bruce Walker
1415 10th Street SW
Minot, ND 58701

13. Complete Agreement. This Agreement, including exhibits hereto, contains all agreements between the Parties. There are no other representations, warranties, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement.
14. Severability. If a court of competent jurisdiction finds any part of this Agreement to be invalid, the remainder of this Agreement shall not be invalidated. Any part of any section found to be invalid shall not invalidate the remaining part of said section, and the invalid section may be reformed to be valid and enforceable to the extent allowed by law.
15. Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
16. Captions. The captions and headings in this Agreement are for convenience only and do not limit, define, or describe the scope or intent of any provision of this Agreement.
17. Applicable Law and Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State of North Dakota. All parties agree the proper forum for the resolution of any dispute or claim pursuant to this Agreement shall be the District Court of Ward County, North Dakota, and irrevocably consent to the jurisdiction of these courts, waiving all defenses of inconvenient forum or otherwise.
18. Indemnification. The Property Owner understands and agrees that the City, and its officers, agents, and employees shall have no responsibility or liability of any failure of inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements that this Agreement contemplates. Property Owner shall indemnify, release, and defend and hold the City, its officers, employees, and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including the Property Owner, its employees and agency from personal injury,

death, or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities contemplated hereunder.

19. Attorneys' Fees. In the event any lawsuit is initiated under this Agreement, and City is the prevailing party, Property Owner shall, except when prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.
20. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.
21. Open Records. Property Owner understands that the City must comply with the state's open records laws, and will make all books and records pertaining to the City's façade improvement project available to the City for inspection, review and audit purposes at all reasonable times upon requests for records for the period of this agreement and for three (3) years thereafter.

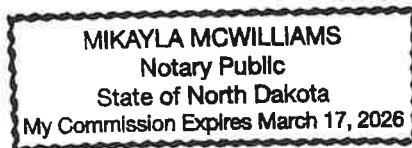
Dated: October 21, 2024.

CITY OF MINOT

By: 
Thomas Ross
Its: Mayor

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on October 21, 2024
by Mayor Thomas Ross on behalf of the City of Minot.



Mikayla McWilliams
Notary Public

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Dated: 10/4, 2024.

PROPERTY OWNER

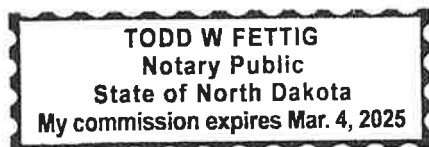
By: Bruce Walker

Its: Owner -

(SECOND LINE FOR SIGNATURE IF NEEDED)

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on Oct 4, 2024
by B. Bruce Walker on behalf of Walker Properties, LLLC,
PROPERTY OWNER(S).



Todd W Fettig
Notary Public

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EXHIBIT A: PROMISSORY NOTE

Date: (Date of Disbursement)

FOR VALUE RECEIVED, and in accordance with that certain Façade Improvement Program Loan Agreement by and between the City of Minot, North Dakota (hereinafter "City") and Walker Properties, LLLP (hereinafter "Property Owner") effective the (date of execution of agreement) (the "**Façade Loan Agreement**"), Property Owner promises to pay to the order of City, at the times and in the manner hereinafter provided, the sum of **(NOT TO EXCEED \$180,000 AMOUNT DISBURSED)** (Forgivable Loan) with no interest on or before INSERT FAÇADE LOAN REPAYMENT DATE (THE "Façade Loan Repayment Date") as provided by the Façade Loan Agreement, the terms of which are incorporated and made part of this instrument; *provided*, however, in the event that the conditions specified in Section 3 of the Façade Loan Agreement are satisfied, the Loan payment shall be forgiven by City as if the payment due had been paid by Property Owner on its due date.

In the event of default in any payment due under this Note or in the event of default by Property Owner under the Façade Loan Agreement, then at the option of the holder of this Note, all of the amount then owing under this Note shall immediately become due and payable, with five days written notice to Property Owner, which hereby waives demand, presentment, notice of protest and notice of dishonor. The failure to assert this right shall not be deemed a waiver.

Property Owner shall have the right to prepay the obligation set forth in this Note in whole or in part at any time without penalty.

It is further understood that this Note is secured by personal guaranties from Walker Properties, LLLP 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: Bruce Walker, Authorized Member

STATE OF NORTH DAKOTA)
COUNTY OF WARD)

The foregoing instrument was acknowledged before me on _____, 20__ by
_____ on behalf Walker Properties, LLLP.

Notary Public

EXHIBIT B: PERSONAL GUARANTEE

FAÇADE IMPROVEMENT PROGRAM

PERSONAL GUARANTY

Guarantor: Bruce Walker

Borrower: Bruce Walker
c/o Registered Agent
1415 10th Street SW
Minot ND 58701

Lender: City of Minot
c/o Finance Director
PO Box 5006
Minot ND 58702

Note Amount: [not to exceed \$180,000]

Date of Note: [TBD]

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 untermiated 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 HEREFTER 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

teletype (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 (TBD).

GUARANTOR:

Bruce Walker (PRINCIPAL)

State of _____

County of _____

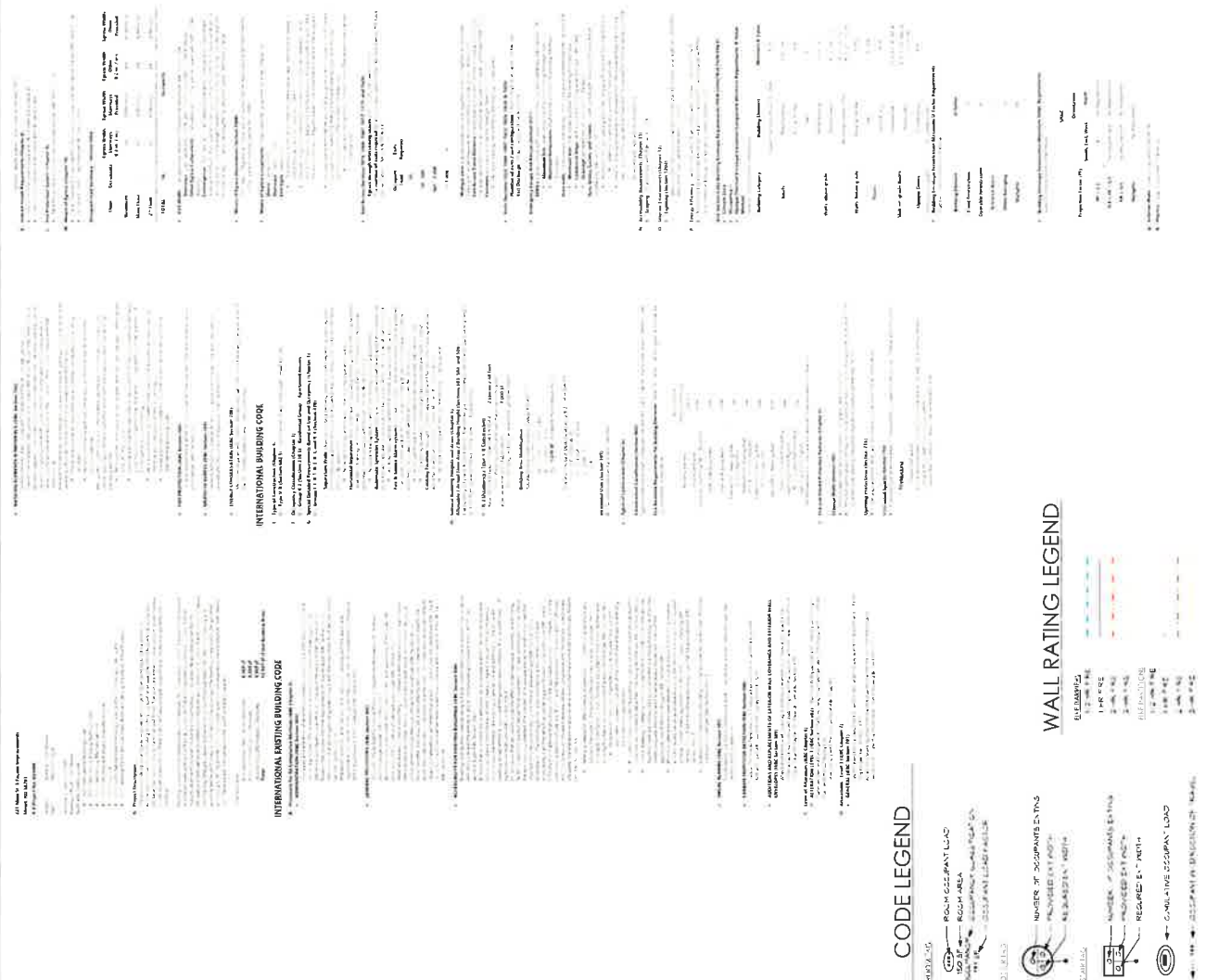
On this ____ day of _____, in the year _____ before me personally appeared
_____ known to be the person who is described in and who executed the within instrument, and
acknowledgment to me that he executed the same.

Notary Public

EXHIBIT C: APPLICATION AND DESIGN DRAWINGS

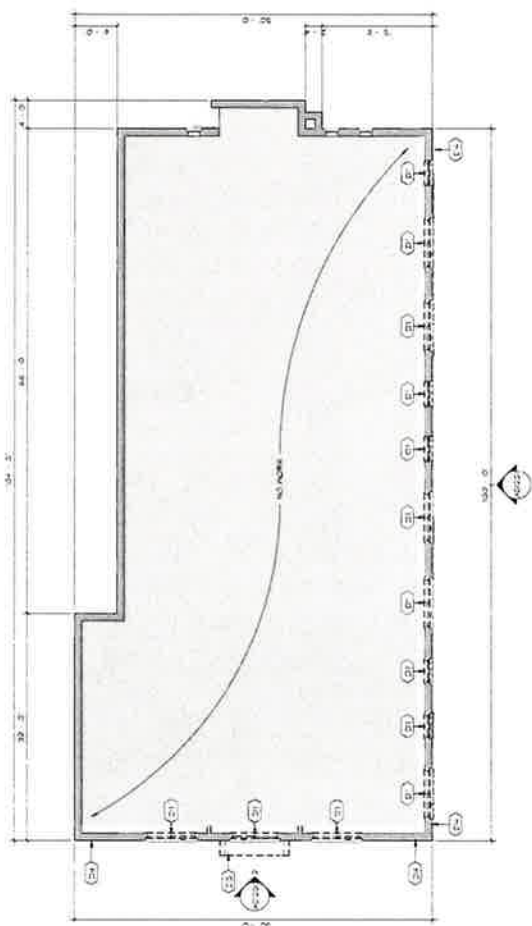
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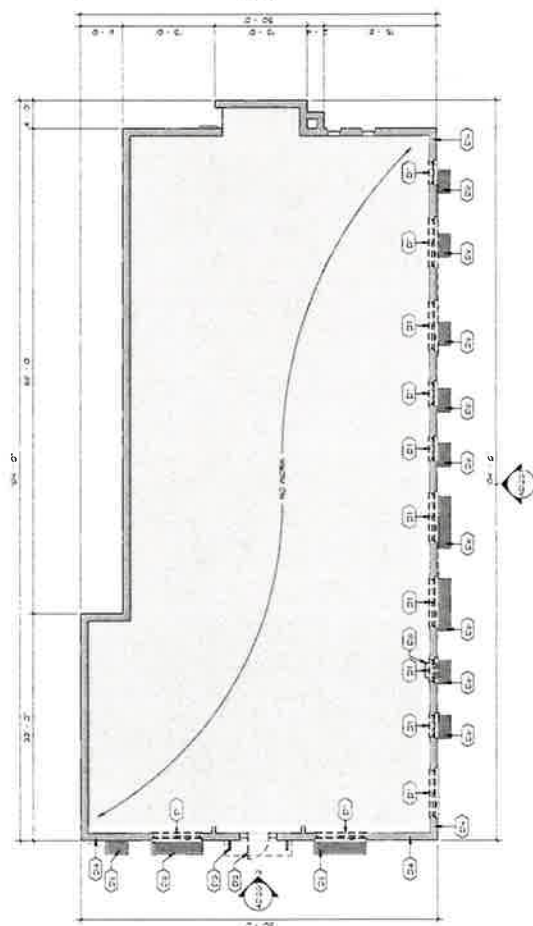


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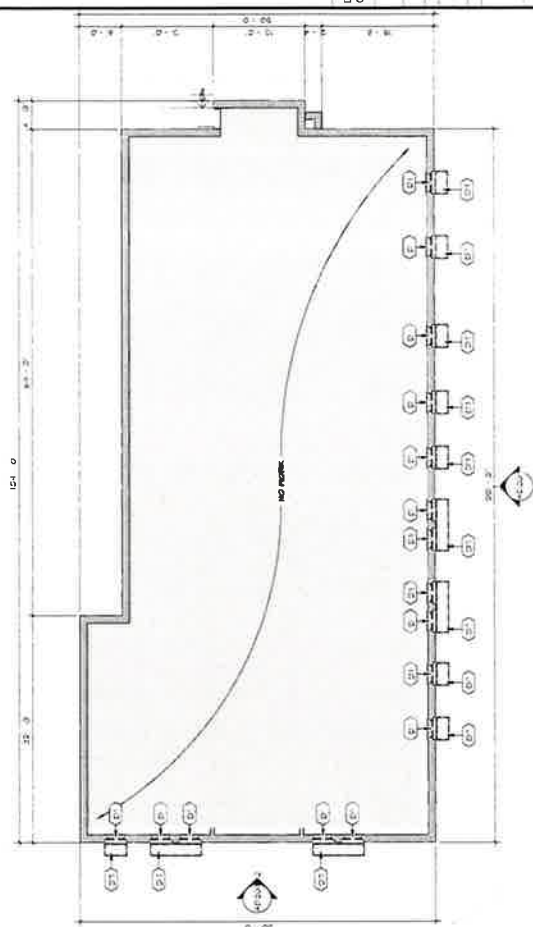
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4 SECOND FLOOR DEMOLITION PLAN



2 01 - FIRST FLOOR DEMOLITION PLAN



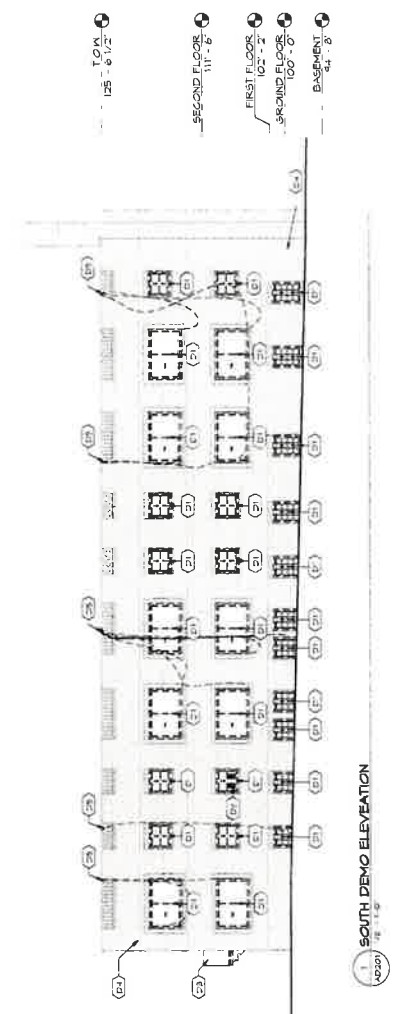
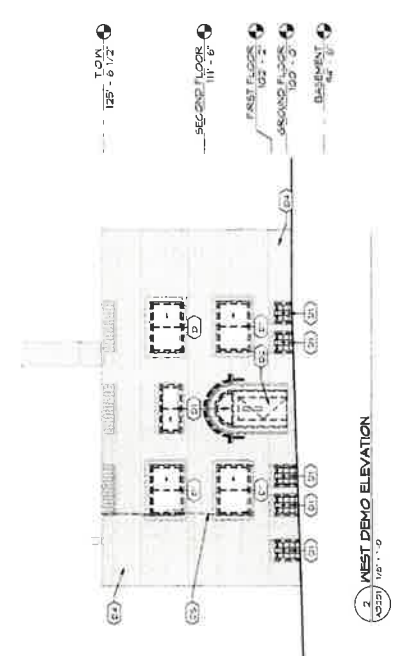
1
400' 10' 2"

BASEMENT DEMOLITION PLAN



DEMO KEYNOTES

- D1 DEMO EXISTING WINDOW AND ASSOCIATED TRIM (10' x 6' 1/2") REMAINING ON VERTICAL BLINDS +
- D2 DEMO EXISTING WINDOW AND ASSOCIATED TRIM (10' x 6' 1/2") REMAINING ON VERTICAL BLINDS +
- D3 DEMO EXISTING DOOR FRAME HARDWARE AND ALL ASSOCIATED TRIM AND ADD IN L. PRANKS
- D4 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO
- D5 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO
- D6 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO
- D7 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO
- D8 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO
- D9 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO
- D10 DEMO EXISTING ENTRY CANOPY SYSTEM + ITS ENTIRELY NEW ORNAMENTAL ADD BRACKETS TO



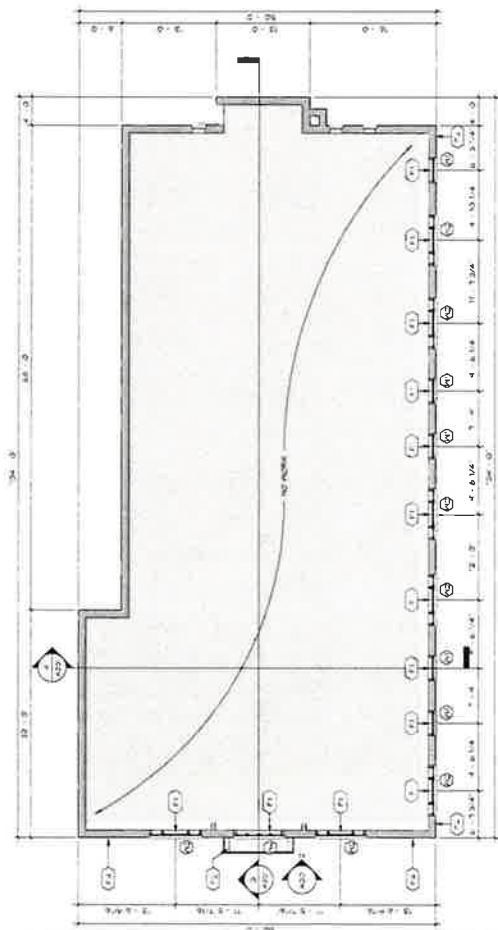
1 WEST DEMO ELEVATION
1/8" = 1'-0"

1 SOUTH DEMO ELEVATION
1/8" = 1'-0"

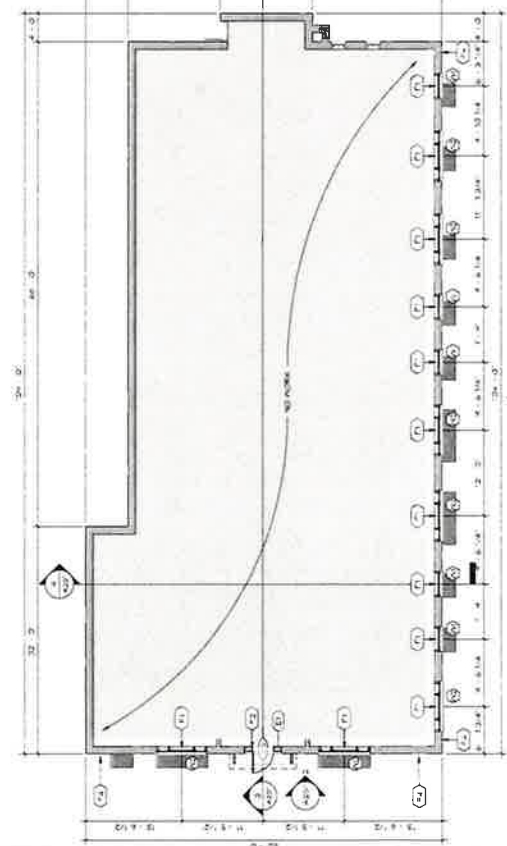


DRAWN BY:	JRK
CHECKED BY:	RMA
DATE:	04-27-2024
REVISION:	
PROJECT:	R24008
FLOOR PLAN:	

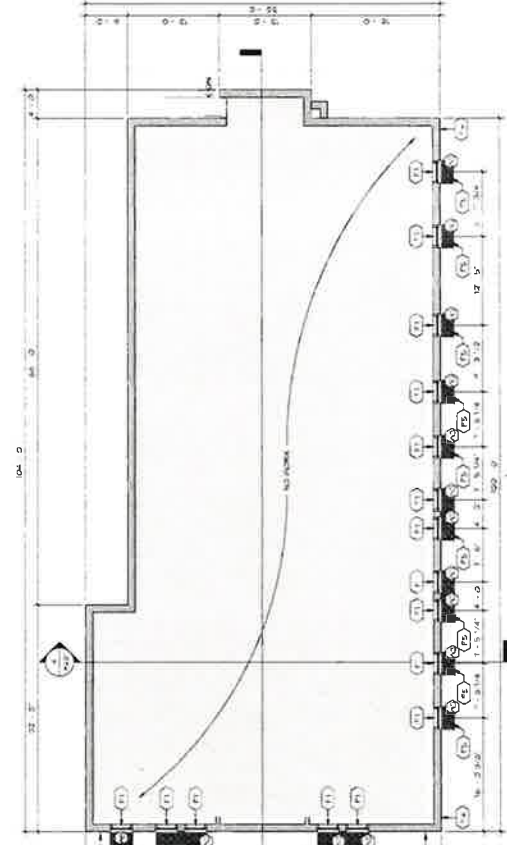
KEYNOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA BUILDING CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA ELECTRICAL CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA MECHANICAL CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA PLUMBING CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA FIRE CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA SAFETY CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA ENVIRONMENTAL CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA HISTORIC PRESERVATION CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA LANDSCAPE ARCHITECTURE CODE, 2020 EDITION, AND ALL CITY ORDINANCES.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE MINNESOTA TRANSPORTATION CODE, 2020 EDITION, AND ALL CITY ORDINANCES.



2 SECOND FLOOR PLAN
 A01

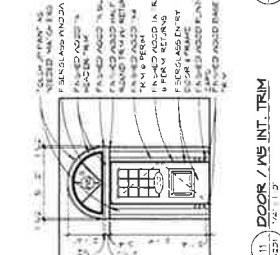
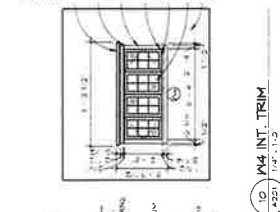
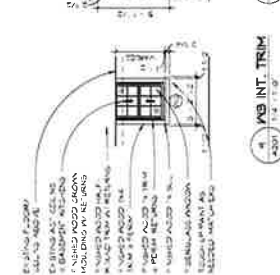
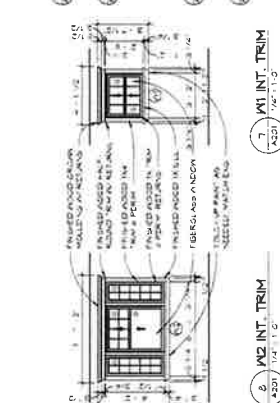
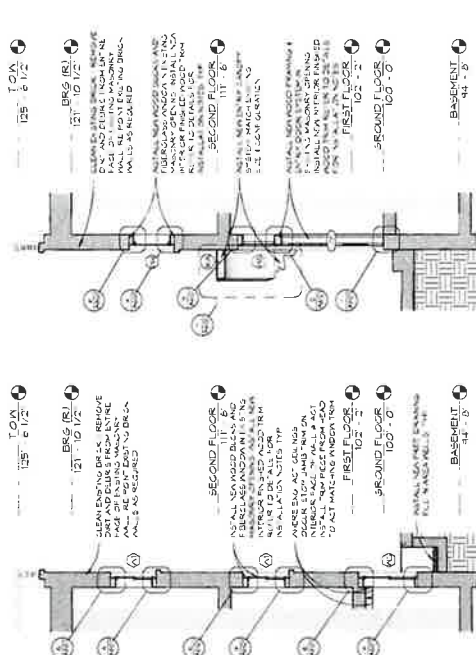


01 - FIRST FLOOR PLAN
 A01



1 BASEMENT FLOOR PLAN
 A01



[illegible]

KEYNOTES

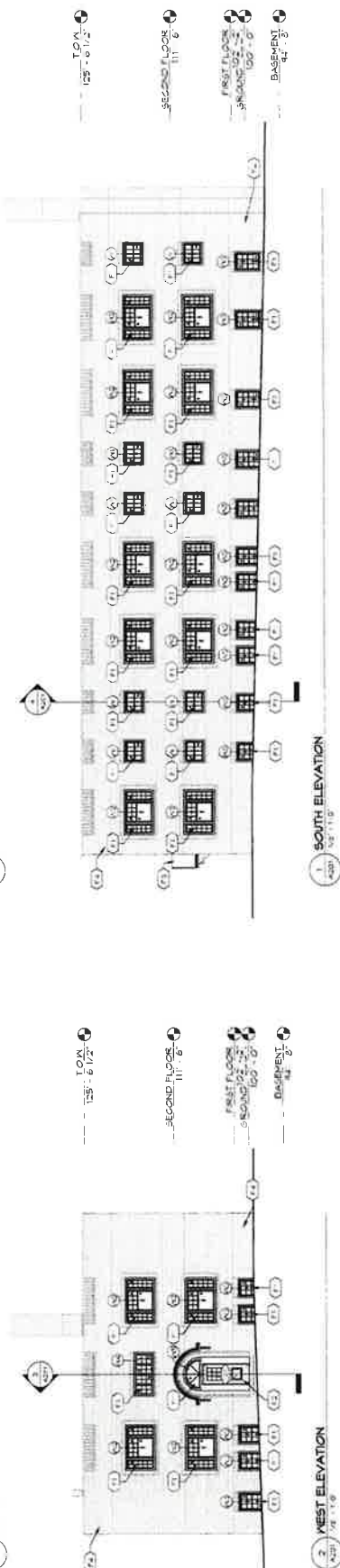
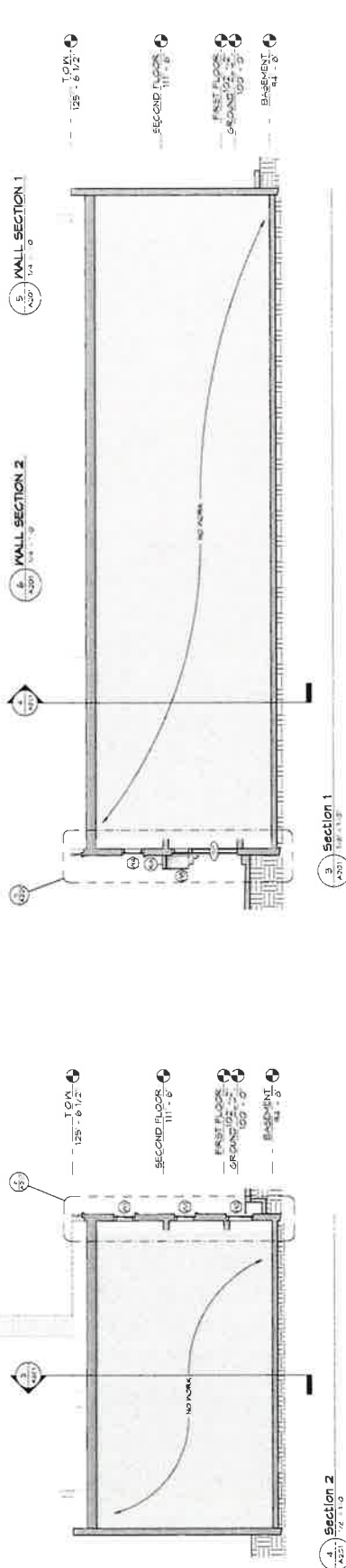
[illegible]

EXHIBIT D: AUTOMATIC DOOR WAIVER

(Please Attach here)



October 16, 2024

Brian K. Billingsley
City of Minot, Community & Economic Development Director
1025 31st SE
Minot, ND 58702

RE: ADA Automatic Door Operator Impracticality @ 221 Main St. S, Minot, ND 58701

Dear Brian:

It is our understanding that the City of Minot has adopted new requirements for the Downtown Façade Improvement program that require ADA Automatic Door Operators to be installed at all primary building entrances that do not have one. While universal accessibility is something that we always try to design for, we also must illustrate that this is a difficult task to achieve, especially with the existing infrastructure that is woven into our communities. In particular, the downtown areas are typically composed of existing buildings that were constructed in time periods with little or no design standards or building codes, especially relating to accessibility and egress. Existing Building Codes typically make exceptions for situations where factors outside of the building owner's control hinder or prevent accessible upgrades from being made, based on *technical infeasibility*.

The International Existing Building Code (IEBC) classifies the different types of construction work related to existing buildings into three different categories; repairs, additions, and alterations. Repairs generally require that the work shall not make the building less complying than it was before the repair was undertaken. Additions are generally required to be made in compliance with the International Building Code. Alterations are broken down into three different categories; Level 1, Level 2, and Level 3. The construction work for this project is classified as an *Alteration Level 1*.

The goal of the IEBC is to maintain existing building code compliance and to improve it as applicable based on the nature of the work undertaken. It acknowledges the fact that building owners may abandon plans to renovate or remodel if strict code compliance forces them to dedicate significantly larger amounts of resources than what their plans entail. See below for notes taken from the International Existing Building Code regarding the Accessibility for Existing Buildings, as they are applicable to the Façade Improvement project at 221 Main St. S. Definitions are also included.

HEADQUARTERS
1907 17TH ST SE
MINOT, ND 58701
701.837.8737

3315 45TH ST S
SUITE 100
FARGO, ND 58104
701.551.1250

3210 27TH ST W
SUITE 200
WILLISTON, ND 58801
701.577.4127

7661 W RIVERSIDE DR
SUITE 102
GARDEN CITY, ID 83714
208.853.6470

ACCESSIBILITY FOR EXISTING BUILDINGS (IEBC Section 306)

- **IEBC Section 306.7** - A facility that is altered shall comply with the applicable provisions in Chapter 11 of the International Building Code, ICC A117.1 and the provisions of Sections 306.7.1 through 306.7.16, unless *technically infeasible*. Where compliance with this section is *technically infeasible*, the alteration shall provide access to the maximum extent technically feasible.
 - **IEBC Section 306.7.1** - Where an alteration affects the accessibility to, or contains an area of primary function, the route to the primary function area shall be accessible. The accessible route to the primary function area shall include toilet facilities and drinking fountains serving the area of primary function.
 - Exception #1: The costs of providing the accessible route are not required to exceed 20 percent of the costs of the alterations affecting the area of primary function.
 - **IEBC Section 306.7.2** - Accessible means of egress required by Chapter 10 of the International Building Code are not required to be added in existing facilities.
 - **IEBC Section 306.7.5** - Where an alteration includes alterations to an entrance that is not accessible, and the facility has an accessible entrance, the altered entrance is not required to be accessible unless required by Section 306.7.1. Signs complying with Section 1112 of the International Building Code shall be provided.

ALTERATION LEVEL 1: Removal & Replacement or covering of existing materials, elements, equipment or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

TECHNICALLY INFEASIBLE: An alteration of a facility that has little likelihood of being accomplished because the existing structural conditions require the removal or alteration of a load-bearing member that is an essential part of the structural frame, or because other existing physical or site constraints prohibit modification or addition of elements, spaces or features which are in full and strict compliance with the minimum requirements for new construction and which are necessary to provide accessibility.

The building at 221 Main St. S was built in 1916 on the NE corner of Main St. S and 3rd Ave SW. Construction consists of brick wythe exterior walls with wood partitions and wood floor & roof framing. It is a split-level apartment building with a basement and two floors above. The South and West exterior walls sit directly on the property lines. The main entrance is on the West Façade, off of Main Street. The highest point on the property is at the southwest corner, with grade falling steadily to the north and to the east. At the main entrance, the floor level for the entry foyer is 12" – 16" above exterior grade, and there are two steps outside the front door to get up and down.

Accessible buildings must provide an accessible route from the site to an accessible entrance and an accessible route to all accessible spaces. This building does not have any of those features, therefore it is inaccessible. In accordance with the IEBC, the building is not required to be made accessible since it is technically infeasible. This is due to the physical constraints of the site (grades, property lines, right of way) as well as the construction of the existing building (split level, raised entry). The addition of an ADA

Page 3 of 5

Jared Kramer
Project Manager

[illegible]

Full Property



Main Entrance (West Elevation)



Entry Foyer Looking into Basement



Entry Foyer Looking up at 1st Floor



Rear Basement Door



Rear Fire Escape



PROPOSAL A – Change Match to 65/35 and Lower Cap to \$80,000/\$150,000

No.	Name	Frontage	Actual Bid Amount	City Cost	Percentage	Match 65/35	Difference	Revised Percentage	Cap \$80K/\$150K	Difference	Revised Percentage
FI-1	Auslander	Double	\$258,445	\$180,000	69.6%	\$167,989	(\$12,011)	65.0%	\$150,000	(\$17,989)	58.0%
FI-2	Whiskey Nine	Double	\$194,650	\$145,987	75.0%	\$126,522	(\$19,465)	65.0%	\$126,522	\$0	65.0%
FI-3	Mouse River Players	Single	\$85,330	\$63,998	75.0%	\$55,464	(\$8,534)	65.0%	\$55,464	\$0	65.0%
FI-4	Margie’s Art Glass	Single	\$112,750	\$84,563	75.0%	\$73,287	(\$11,276)	65.0%	\$73,287	\$0	65.0%
FI-6	Century Eyewear	Single	\$134,360	\$100,000	74.4%	\$87,334	(\$12,666)	65.0%	\$80,000	(\$7,334)	59.5%
FI-7	Chaos Games	Single	\$147,597	\$100,000	67.7%	\$95,938	(\$4,062)	65.0%	\$80,000	(\$15,938)	54.2%
FI-8	Big M Building	Double	\$349,000	\$180,000	51.5%	\$180,000	\$0	51.6%	\$150,000	(\$30,000)	43.0%
FI-9	Pitner Trust	Single	\$149,800	\$100,000	66.7%	\$97,370	(\$2,630)	65.0%	\$80,000	(\$17,370)	53.4%
FI-10	Boomtown Ent.	Double	\$400,585	\$180,000	44.9%	\$180,000	\$0	44.9%	\$150,000	(\$30,000)	37.4%
FI-11	2D Ink	Double	\$179,325	\$134,498	75.0%	\$116,561	(\$17,937)	65.0%	\$116,561	\$0	65.0%
FI-12	Union Annex	Double	\$179,073	\$134,304	75.0%	\$116,397	(\$17,907)	65.0%	\$116,397	\$0	65.0%
FI-13	Walker Properties	Double	\$251,458	\$180,000	71.5%	\$163,447	(\$16,553)	65.0%	\$150,000	(\$13,447)	59.6%
FI-14	Ebenezer’s	Double	\$299,300	\$180,000	60.1%	\$180,000	\$0	60.1%	\$150,000	(\$30,000)	50.1%
FI-15	Aksal Group	Double	\$228,928	\$171,696	75.0%	\$148,803	(\$22,893)	65.0%	\$148,803	\$0	65.0%
			\$2,970,601	\$1,935,046	65.1%	\$1,789,112	(\$145,934)	60.2%	\$1,627,034	(\$162,078)	54.8%

Impact: Savings to the City of \$22,001 per project.

PROPOSAL B – Change Match to 60/40 and Lower Cap to \$75,000/\$140,000

No.	Name	Frontage	Actual Bid Amount	City Cost	Percentage	Match 60/40	Difference	Revised Percentage	Cap \$75K/\$140K	Difference	Revised Percentage
FI-1	Auslander	Double	\$258,445	\$180,000	69.6%	\$155,067	(\$24,933)	60.0%	\$140,000	(\$15,067)	54.2%
FI-2	Whiskey Nine	Double	\$194,650	\$145,987	75.0%	\$116,790	(\$29,197)	60.0%	\$116,790	\$0	60.0%
FI-3	Mouse River Players	Single	\$85,330	\$63,998	75.0%	\$51,198	(\$12,800)	60.0%	\$51,198	\$0	60.0%
FI-4	Margie’s Art Glass	Single	\$112,750	\$84,563	75.0%	\$67,650	(\$16,913)	60.0%	\$67,650	\$0	60.0%
FI-6	Century Eyewear	Single	\$134,360	\$100,000	74.4%	\$80,616	(\$19,384)	60.0%	\$75,000	(\$5,616)	55.8%
FI-7	Chaos Games	Single	\$147,597	\$100,000	67.7%	\$88,558	(\$11,442)	60.0%	\$75,000	(\$13,558)	50.8%
FI-8	Big M Building	Double	\$349,000	\$180,000	51.5%	\$180,000	\$0	51.6%	\$140,000	(\$40,000)	40.1%
FI-9	Pitner Trust	Single	\$149,800	\$100,000	66.7%	\$89,800	(\$10,200)	60.0%	\$75,000	(\$14,800)	50.1%
FI-10	Boomtown Ent.	Double	\$400,585	\$180,000	44.9%	\$180,000	\$0	44.9%	\$140,000	(\$40,000)	34.9%
FI-11	2D Ink	Double	\$179,325	\$134,498	75.0%	\$107,595	(\$26,903)	60.0%	\$107,595	\$0	60.0%
FI-12	Union Annex	Double	\$179,073	\$134,304	75.0%	\$107,444	(\$26,860)	60.0%	\$107,444	\$0	60.0%
FI-13	Walker Properties	Double	\$251,458	\$180,000	71.5%	\$150,874	(\$29,126)	60.0%	\$140,000	(\$10,874)	55.7%
FI-14	Ebenezer’s	Double	\$299,300	\$180,000	60.1%	\$179,580	(\$420)	60.0%	\$140,000	(\$39,580)	46.8%
FI-15	Aksal Group	Double	\$228,928	\$171,696	75.0%	\$137,356	(\$34,340)	60.0%	\$137,356	\$0	60.0%
			\$2,970,601	\$1,935,046	65.1%	\$1,692,528	(\$242,518)	57.0%	\$1,513,033	(\$179,495)	50.9%

Impact: Savings to the City of \$30,143 per project.