



Committee of the Whole
Tuesday, January 30, 2018 - 4:15 PM
City Council Chambers

1. DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PHASE III FINAL PAYMENT (3608)

Phase III of the Downtown Infrastructure Improvements was the final phase of the project. The project is substantially complete and awaiting final payment.

It is recommended the Committee and Council approve final payment to Wagner Construction Inc in the amount of \$49,670.51 for Phase III Downtown Infrastructure Improvements.

Documents:

[Downtown Infrastructure Improvements Phase III Final Payment Memo.docx](#)
[Contractors Pay Application 6 Final.pdf](#)
[Change Order 2.pdf](#)

2. AUDITORIUM ROOF-TOP UNIT FINAL PAYMENT (REC029)

The Auditorium replaced six Rooftop Heating and Cooling units to replace the existing units which were installed in 1977-1978.

It is recommended the City Council approve Final Payment of \$69,927.23 to Minot Plumbing & Heating for Removal and Replacement of six Rooftop Heating/Cooling Units at the Municipal Auditorium.

Documents:

[Auditorium Rooftop Unit Final Billing Memo - 2018.docx](#)
[Scan0026.pdf](#)

3. PLEDGED ASSETS, DECEMBER 31, 2017

Section 21-04-11 of the North Dakota Century code requires securities pledged for deposits by banking institutions be approved by the City Council annually.

It is recommended the City Council approve the Pledged Assets as of December 31, 2017.

Documents:

[Memo pledged assets 123117.pdf](#)
[Pledged Assets 123117.pdf](#)

4. 2017 BA - OVER BUDGET LINE ITEMS

Department budgets must reflect the correct amounts for the 2017 CAFR, adjustments are necessary so no departments report amounts that were not appropriated.

It is recommended the Committee and Council pass an ordinance to amend the

2017 annual budget to adjust department budgets for funds approved by City Council for Library Memorial, City Accident Claims, Various Grants, Sidewalks, Bond Interest, CDBG-DR Relocations, and Interest Distribution.

Documents:

[Memo 2017 BA - Over-budget line items.pdf](#)
[2017 ba - over budget line items.pdf](#)

5. LIBRARY DIGITAL SIGN PURCHASE (LIB033)

The Minot Public Library staff and patrons have been discussing signage for the Library since construction re-routed traffic to 6th street near the Library several years ago. The Library struggles to promote its services and often people don't even realize where the Minot Public Library is located.

- 1. It is recommended the Committee and Council pass an ordinance amending the 2018 annual budget to increase the library capital expenditures and memorial revenue for the purchase and installation of an exterior digital sign; and**
- 2. Authorize the Library Director to advertise a request for bids.**

Documents:

[LIB033_Library Digital Sign Memo.pdf](#)
[2018 BA- Library Digital Sign LIB033.pdf](#)

6. AUCTION OF FLOOD BUYOUT ACQUIRED STRUCTURES

Structures acquired as part of the Flood Buyout Involuntary Acquisition Program deemed to be sufficiently sound to be relocated, are identified for auction. Approval for those structures is requested by City Council.

It is recommended the Committee and Council authorize auction of attached listed property structures by address with execution of sale to the highest responsible bidder.

Documents:

[Auction Homes City Council Memo1-22-18.pdf](#)
[Auction Structures List1-22-18.pdf](#)

7. ORDINANCE AMENDING THE 2017 ANNUAL BUDGET - \$80,000 CAPITAL PURCHASE

In the latter half of 2016, a determination was made that the structure owned by Open Gate Ministries and being used as a Church was inside the boundaries of the flood mitigation buyout area determined to be needed for the initial phases of construction of a flood wall. It was also determined at the time that the parking lots associated with the Church and also owned by the Church were not needed and were not physically located within the boundary of the flood mitigation buyout area. The city chose to proceed in seeking to acquire the property to include the parking lots because it made no sense to try only acquire the Church structure since without the structure there is no purpose for the lots.

It is recommended the Council pass an ordinance amending the 2017 Annual Budget to approve an increase of the special assessment debt reserve funding to capital purchases for the acquisition of two parking lots in the amount of \$80,000 owned by the Open Gate Church as part of the flood mitigation buyout.

Documents:

8. NDDOT URBAN ROAD AND REGIONAL HIGHWAY PROJECT SUBMITTAL FOR 2019 - 2022 (4341)

Yearly, the NDDOT requests projects funded by federal funds to be submitted for programming into the 5 year STIP. Minot's current 5 year program is attached to this memo. Most of the projects are funded by federal and state dollars and do not require a city cost share. 31st Ave SE reconstruction is listed, which is our Urban Road Program project slated to occur in 2020.

It is recommended the City Council approve the listed priority of projects for submittal to the NDDOT.

Documents:

[Urban Road and Regional Highway Project Sumittal 2022 Memo.docx](#)
[Minot Urban Program.pdf](#)

9. BLUFFS 8TH ADDITION DEVELOPMENT (PLAT) AGREEMENT PROJECT 4298

This area was previously platted as Bluffs 2nd Addition Block 2, Lots 17 & 18 in June of 2013 and zoned R2 – “Two-Family Residential District”. The Developer wishes to re-plat Lots 17 & 18 into twenty-three smaller single family lots with the zoning designation staying the same. This item was approved by the Planning Commission and City Council in October of 2017. The Development agreement must be approved and signed before the plat will be recorded.

- 1. Recommend approval of the Development (Plat) Agreement by the Council.**
- 2. Authorize the Mayor to sign the Development (Plat) Agreement.**

Documents:

[4298 - Bluffs 8th Addition Developer Agreement Memo with Attachments.pdf](#)

10. NEW PLOTTER FOR ENGINEERING PROJECT 4338

The Engineering Department has two large format machines in our inventory that are utilized by several Departments within the City. In 2009, the Engineering Department purchased the large format KIP 3100 black and white printer/scanner/copier primarily for the use of scanning large documents. In 2010 the Engineering Department purchased the Cannon IPF 810 large format color plotter. Due to their age, neither one of these devices are supported by the manufacturer and replacement parts are no longer available.

Recommend approval to solicit bids for a new large format plotter/copier/scanner for the Engineering Department.

Documents:

[4338 - New Plotter for Engineering Memo .pdf](#)

11. GA APRON: CHANGE ORDER AND FINAL PAYMENT (AIR029)

This project was approved by City Council in December 2016 and advertised in June 2017. The original contract amount was \$818,198.70; the City share was \$40,909.94.

- 1. Recommend approval of Change Order #2 for fabric delivery and markup along with removal of scarify and paint bead credit; and**
- 2. Recommend approval of Pay Request #3 – Final to Wagner Construction for**

work completed on the General Aviation Apron Reconstruction project; and

3. Authorize Rick Feltner, Airport Director, to sign applicable Change Order and Final Payment documentation

Documents:

[MEMO GA Apron - CO and Final Pay.docx](#)
[Change Order 2 - GA Apron.pdf](#)
[Pay Request 2 - Final GA Apron.pdf](#)

12. DESIGN THE RELOCATION OF CAR RENTAL OPERATIONS TO THE WEST SHORT TERM PARKING AREA

Since the opening of the new passenger terminal in February of 2016, a source of frustration for customers and car rental companies has been the distance of the rental car return lot from the car rental counters. During the recent contract RFP process, car rental companies expressed an interest in moving their parking spots for both pick-up and return to the parking area west of the current short-term parking lot. This lot is currently not being utilized, and is the likely spot for placement of a rental car Quick Turn Around (QTA) facility at some point in the future. Modifications are likely to include re-design of the entrances and exits to separate rental car traffic from pay-parking traffic, construction of a sidewalk on the south side of the street, gates with associated ground loops, signage, and demolition of the old terminal monument.

In the interim, the pick-up and return locations have been moved to the Short-term lot across from the terminal. While this solution provides good proximity to the counters, it utilizes valuable spaces that could be better used for the generation of parking revenue. While there are still adequate numbers of spaces available for both pay parking and rental cars at this time, it is anticipated this entire lot will need to be dedicated to pay parking in the not too distant future. Additionally, the mixing of rental cars with paid parking creates operational difficulties with managing the entrance and exit gates, as well as accounting for time stamped parking tickets.

- 1. Recommend approval for Airport engineering firm Ulteig to design modifications to the West Short-term parking lot so it can be utilized for car rental operations; and**
- 2. Authorize Customer Facility Charges (CFC's), not to exceed \$20,000, to be utilized as the funding source; and**
- 3. Authorize the Mayor to sign a scope of work agreement from Ulteig reflecting 1 and 2 (above).**
- 4. Approve the 2018 Budget amendment to increase capital purchases.**

Documents:

[MEMO Relocate Car Rental Return \(3\).docx](#)
[RAC Return 1.23.18.pdf](#)
[2018 BA - RAC Relocate car rental return.pdf](#)

13. CONSENT TO MORTGAGE OF LEASEHOLD INTEREST, AVFLIGHT LEASED PREMISES

Comerica has previously loaned or committed to loan to Avflight Corporation, \$30,000,000, a portion of which has funded or will fund the acquisition and renovation by Avflight Minot Corporation of the land, building and other improvements on the land described in Exhibit A. being leased by the City to Avflight Minot pursuant to the Lease Agreement dated December 13, 2017. As such, Comerica has required that Avflight Minot grant to Comerica a Mortgage of its leasehold interest in the Leased Premises as a condition to continued funding under the Loan. Under this Consent Agreement, the City Agrees to the following as attached:

- The City will not claim a breach, cancel or terminate its performance under the Lease

without 30 days' written notice to Comerica and a 30-day cure period. The cure period may be extended per the conditions in Paragraph 7.

- In the event that Comerica forecloses on the mortgage and takes possession of the Leased Premises, the City will be bound by all of the terms and conditions of the Lease
- The City will not terminate or cancel the lease based upon Comerica's exercise of its right of receivership.
- The City reserves the right to proceed directly against Avflight Minot for any claim of breach occurring under the Lease so long as Avflight Minot remains in possession of the Leased Premises.

- 1. Recommend Committee and Council consent to the grant by Avflight Minot to Comerica of the Mortgage with respect to Avflight Minot's leasehold interest under the Lease and in the Leased Premises, upon the condition that the net proceeds of such mortgage be devoted exclusively to the purpose of acquiring or developing the Leased Premises and the Initial Improvements thereon; and**
- 2. Authorize the Mayor to sign the attached consent document**

Documents:

[MEMO Consent to Mortgage.docx](#)
[Consent to Mortgage of Leasehold Interest.pdf](#)
[Avflight 12.13.2017.pdf](#)

14. APPROVAL OF THE COMBINED WORK ORDERS FOR 2018 FAA PROJECT SNOW REMOVAL BROOM AND SANDER (AIR060, AIR067)

As part of the Airport FAA sponsored capital projects in 2018, the Airport has budgeted for two new pieces of snow removal equipment (SRE). The Broom was budgeted for in 2017 as well, however the Airport elected to reject all bids and carry the project over to 2018. The sander is included in the 2018 budget and the Airport has elected to combine both purchases in 2018 in anticipation that purchasing the equipment together will generate a discount resulting in a lower cost from the supplier. The FAA has approved the Scope of Work for the broom; the scope of work for the sander is in the development stages. This request is for the engineering services associated with the purchase to be made later in the year.

- 1. Recommend approval of the combined work orders for the Snow removal equipment broom and sander; and**
- 2. Authorize the Mayor to sign the work orders**

Documents:

[MEMO SRE Broom and Sander \(3\).docx](#)
[Work Order SRE-Broom.pdf](#)
[Work Order SRE-Sander.pdf](#)

15. AIRPORT ACTIVITIES, REPORTS, AND PROJECT UPDATES

The Airport Director submitted a report and will be available for any questions.

Documents:

[Airport Director.pdf](#)



TO: Mayor Chuck Barney
Members of the City Council

FROM: Lance Meyer, P.E., City Engineer

DATE: 1/15/2018

SUBJECT: DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PHASE III FINAL PAYMENT (3608)

I. RECOMMENDED ACTION

1. Recommend final payment to Wagner Construction Inc in the amount of \$49,670.51

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Jacqueline Melcher, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

Phase III of the Downtown Infrastructure Improvements was the final phase of the project. The project is substantially complete and awaiting final payment.

B. Proposed Project

N/A

C. Consultant Selection

Houston Engineering was selected by qualifications based selection.

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Wagner Construction Inc was the low bidder on the project with a bid of \$5,356,852.18. The final construction cost was \$5,330,018.10 which is 0.5% under the bid price.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

- A. Contractor's Final Pay Application 6
- B. Change Order #2



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

6

Contractor's Application for Payment No. 0	
Application Period:	11/30/17-12/26/17
From (Contractor):	Wagner Construction, Inc - dba Wagner Place
To (Owner):	City of Minot, ND
Project:	Downtown Infrastructure Improvements Project - Phase 3 Contract:
Owner's Contract No.:	3608
Contractor's Project No.:	17101
Application Date:	12/26/2017
Via (Engineer):	Houston Engineering, Inc.
Engineer's Project No.:	Houston Engineering, Inc #7926-001
MWH	America's #0503315

Application For Payment
Change Order Summary

Centura et al. / *Constitutive*

The undersigned Contractor certifies, to the best of its knowledge, the following:
Contractor's Certification

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment, incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:

\$49,670.51

Line 8 or other - attach explanation of the other amount

12/12
Hilary Fisher

(Date)

Payment of:

5 _____ (Line 8 or other - attach explanation of the other amount) 1/4/2011 _____ (Date) J. Salas _____ (Signature)

(Date)

FUNDING OF FINANCING ENTITY (If applicable)

EJCDC® C-620 Contractor's Application for Payment
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RECEIVED DEC 29 2017

Progress Estimate - Unit Price Work

For Contract: Downtown Infrastructure Improvements Project - Phase 3

Application Period: 11/30/17-12/26/17

Contractor's Application

Application Number: 6

Application Date: 12/26/2017

Bid Item No.	Description	Contract Information			Estimated Quantity Installed this Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price						
SCHEDULE A: GENERAL AND TRAFFIC CONTROL										
1	Mobilization, Demobilization, Bonds, Insurance	1	LS	\$ 443,000.00	\$ 443,000.00				\$843,000.00	100.0%
2	Traffic Control Signs	2,517	UNITS	\$ 4.40	\$ 11,074.80	17	\$74.80	2317	\$11,074.80	100.0%
3	Type III Barricades	60	EA	\$ 108.00	\$ 6,480.00			60	\$6,480.00	100.0%
4	Portable Changeable Message Sign	3	EA	\$ 5,820.00	\$ 17,460.00			3	\$17,460.00	100.0%
5	Portable Precast Concrete Median Barrier	100	LF	\$ 45.00	\$ 4,500.00			100	\$4,500.00	100.0%
6	Temporary Pedestrian Access Control	1	LS	\$ 98,000.00	\$ 98,000.00			1	\$98,000.00	100.0%
7	Deflect for Restaking	1	LS	\$ 2,684.25	\$ 2,684.25	1		1	\$2,684.25	100.0%
8	Deflect for Additional Back-T Testing Due to Failed Tests	1	LS	\$ (478.00)	\$ (478.00)	1		1	-\$478.00	100.0%
9	Deflect for Additional Materials Testing Due to Failed Tests	1	LS	\$ (654.88)	\$ (654.88)	1		1	-\$654.88	100.0%
SCHEDULE B: DEMOLITION/REMOVAL ITEMS										
1	Mill or Excavate and Salvage Asphalt Pavement 4"-8" thickness	13,591.39	SY	\$ 6.50	\$ 88,727.54	13,650.39			\$88,727.54	100.0%
2	Mill or Excavate and Salvage Asphalt Pavement 2"-8" thickness	3,255.58	SY	\$ 11.00	\$ 35,789.38	3,255.58			\$35,789.38	100.0%
3	Remove Pavement - All thicknesses, all types at Alleys and Parking Lots	431.05	SY	\$ 7.00	\$ 3,017.35	431.05			\$3,017.35	100.0%
4	Remove Pavement Full Depth	1,114.67	LF	\$ 5.50	\$ 6,130.69	1,114.67			\$6,130.69	100.0%
5	Remove Concrete Pavement below Asphalt Pavement (6-8")	6,162.01	SY	\$ 10.62	\$ 65,440.55	6,162.01			\$65,440.55	100.0%
6	Remove Concrete Curb and Gutter	5,080.16	LF	\$ 5.00	\$ 25,400.80	5,080.16			\$25,400.80	100.0%
7	Remove and Dispose Fire Hydrants	2	EA	\$ 640.00	\$ 1,280.00	2		2	\$1,280.00	100.0%
8	Remove and Salvage Fire Hydrants to Owner	2	EA	\$ 750.00	\$ 1,500.00	2		2	\$1,500.00	100.0%
9	Remove and Dispose Water Main (No Excavation)	2,378.50	LF	\$ 3.00	\$ 7,135.50	2,378.5			\$7,135.50	100.0%
10	Remove and Dispose of Gage Valves and Boxes	19	EA	\$ 80.00	\$ 1,520.00	19		19	\$1,520.00	100.0%
11	Remove and Salvage Hydrant Stop Ins'l Valves to Owner	1	EA	\$ 100.00	\$ 100.00					
12	Remove and Dispose of Curb Stop and Boxes	26	EA	\$ 80.00	\$ 2,080.00	26			\$2,080.00	100.0%
13	Remove and Dispose Sanitary Sewer 2" Diameter (No Excavation)	1,558	LF	\$ 3.00	\$ 4,674.00	1,558			\$4,674.00	100.0%
14	Remove and Dispose Storm Sewer (No Excavation)	1,958	LF	\$ 7.50	\$ 14,685.00	1,958			\$14,685.00	100.0%
15	Remove Concrete Sidewalk and Driveway Aggregates	5,558.46	SY	\$ 8.00	\$ 44,467.68	4			\$44,467.68	100.0%
16	Remove and Dispose Storm Sewer Manhole	7	EA	\$ 450.00	\$ 3,150.00	7			\$3,150.00	100.0%
17	Remove and Dispose Catch Basin Manhole	13	EA	\$ 440.00	\$ 5,720.00	13			\$5,720.00	100.0%
18	Remove and Dispose Sanitary Sewer Manhole	4	EA	\$ 350.00	\$ 1,400.00	4			\$1,400.00	100.0%
19	Remove and Dispose of Street Lights - Salvage Luminaires to Owner	4	EA	\$ 440.00	\$ 1,760.00	4			\$1,760.00	100.0%
20	Tree Removal and Disposal	2	EA	\$ 380.00	\$ 760.00	2			\$760.00	100.0%
21	Remove Concrete Sidewalk Above Sub-Sidewalk Vaults and Window Wells	54.41	SY	\$ 26.00	\$ 1,414.66	54.41			\$1,414.66	100.0%
22	Structural Steel Framework for Abandoning Sub-Sidewalk Vaults and Window Wells	116.83	SY	\$ 108.00	\$ 12,617.64	116.83			\$12,617.64	100.0%
23	CLSM (Flowable) Fill for Abandoning Sub-Sidewalk Vaults and Window Wells	120	CY	\$ 140.00	\$ 16,800.00	120			\$16,800.00	100.0%
24	Remove and Dispose Abandoned Electric Utility Vault	2	EA	\$ 450.00	\$ 900.00	2			\$900.00	100.0%
25	Remove and Dispose Abandoned Electric Duct Bank	30	LF	\$ 30.00	\$ 900.00	30			\$900.00	100.0%
26	Remove and Replace Fitting Pole on 1st Street SW	1	EA	\$ 2,560.00	\$ -					
27	Remove and Dispose Valve Box Top Section and Lid for Valves Abandoned in Place	EA	S	\$ 80.00	\$ -					
28	Remove and Salvage Sidewalk Brick Pavers to Owner	SY	S	\$ 63.00	\$ -					
29	Remove and Dispose Sidewalk Brick Pavers	99.13	LF	\$ 65.00	\$ 6,456.45	99.13			\$6,456.45	100.0%
30	Remove and Dispose of Abandoned Cast Iron Stem Lines - 22" inch Diameter									
31	Remove and Replace Existing Steel Railing on 1st St SW between 3rd Ave SW and Trinity Clinton West	1	LS	\$ 2,100.00	\$ 2,100.00	1			\$2,100.00	100.0%
SCHEDULE C: WATER DISTRIBUTION										
1	4" C900 DR-18 PVC Potable Water Main	34	LF	\$ 11.00	\$ 3,740.00			34	\$3,740.00	100.0%
2	6" C900 DR-18 PVC Potable Water Main	144	LF	\$ 108.00	\$ 15,522.00			144	\$15,522.00	100.0%
3	8" C900 DR-18 PVC Potable Water Main	1,207.58	LF	\$ 94.00	\$ 115,512.52			1,207.58	\$115,512.52	100.0%
4	12" C900 DR-18 PVC Potable Water Main	1,877	LF	\$ 120.00	\$ 225,240.00			1,877	\$225,240.00	100.0%

Progress Estimate - Unit Price Work

For Contract: Downtown Infrastructure Improvements Project - Phase 3

Application Period: 11/30/17-12/26/17

Contractor's Application

Application Number: 6

Application Date: 12/26/2017

Bid Item No.	Item Description	Contract Information			Estimated Quantity Installed this Period	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Started to Date (D + E)	% (F / 8)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price						
5	S" C900 DR-18 PVC Rabbble Water Main - by Horizontal Directional Drilling	4	EA	\$ 1,550.00	\$ 6,200.00				4	\$6,200.00
6	3" Gate Valve w/Box	8	EA	\$ 1,740.00	\$ 13,920.00				8	\$13,920.00
7	6" Gate Valve w/Box	8	EA	\$ 2,000.00	\$ 16,000.00				8	\$16,000.00
8	8" Gate Valve w/Box	4	EA	\$ 3,800.00	\$ 15,200.00				4	\$15,200.00
9	12" Gate Valve w/Box	18	EA	\$ 6,500.00	\$ 117,000.00				18	\$117,000.00
10	Connect to Existing Water Main - Interrupted Connection									
11	8" SS Tapping Tee w/o Tepping Gate Valve	EA	EA	\$ 5,100.00	\$ -					
12	8" SS Tapping Tee w/o Tepping Gate Valve	EA	EA	\$ 4,800.00	\$ -					
13	Fire Hydrant Assembly w/o Tee Connection to Main	4	EA	\$ 4,900.00	\$ 19,600.00				4	\$19,600.00
14	Temporary Water Service - Project North of Burdick Expressway	1	LS	\$ 155,000.00	\$ 155,000.00				1	\$155,000.00
15	Temporary Water Service - Trinity Hospital South of Burdick Expressway	LS	LS	\$ 15,200.00	\$ -					
16	Rigid Polyethylene Pipe Insulation, 3" Thickness	384	SF	\$ 4.00	\$ 1,536.00				384	\$1,536.00
17	Hydr-Stop Line Stop	2	EA	\$ 10,800.00	\$ 21,600.00				2	\$21,600.00
SCHEDULE D - SANITARY SEWER										
1	12" PVC Sanitary Sewer Main (SDR-35)	1,705	LF	\$ 100.00	\$ 170,800.00				1708	\$170,800.00
2	8" PVC Sanitary Sewer Main (SDR-35)	207	LF	\$ 97.00	\$ 20,479.00				207	\$20,479.00
3	Sanitary Sewer Main Connection - New Pipe to Existing Sanitary Sewer	11	EA	\$ 2,200.00	\$ 24,200.00				11	\$24,200.00
4	Sanitary Sewer Main Connection - Existing Pipe to New Manhole	2	EA	\$ 3,100.00	\$ 6,200.00				2	\$6,200.00
5	8" Sanitary Sewer Manhole (Standard 10 ft. depth)	8	EA	\$ 4,680.00	\$ 36,800.00				8	\$36,800.00
6	Additional 48" Manhole Depth	5	LF	\$ 250.00	\$ 1,250.00				5	\$1,250.00
7	Sanitary Sewer CCTV Video w/Jetting	3,215	LF	\$ 3.00	\$ 6,645.00				21,5	\$6,645.00
8	Sanitary Sewer Bypass Pumping	1	LS	\$ 56,600.00	\$ 56,600.00				1	\$56,600.00
9	Rigid Polyethylene Pipe Insulation, 3" thickness	32	SF	\$ 2.75	\$ 88.00				32	\$88.00
SCHEDULE E - STORM SEWER (STORM SEWER DISTRICT 119)										
1	Connect to Existing Storm Pipe	11	EA	\$ 3,500.00	\$ 38,500.00				11	\$38,500.00
2	Sidewalk Drain	60	LF	\$ 350.00	\$ 21,000.00				60	\$21,000.00
3	15" Slotted Drain	96	LF	\$ 270.00	\$ 25,920.00				96	\$25,920.00
4	8" SDR-26 PVC Storm Sewer	126,50	LF	\$ 120.00	\$ 15,180.00				126,5	\$15,180.00
5	12" SDR-26 PVC Storm Sewer	125	LF	\$ 125.00	\$ -					
6	12" RCP Storm Sewer	1	LF	\$ 65.00	\$ -					
7	15" RCP Storm Sewer	76,25	LF	\$ 67.00	\$ 5,108.75				76,25	\$5,108.75
8	18" RCP Storm Sewer	768,50	LF	\$ 76.00	\$ 58,406.00				768,5	\$58,406.00
9	21" RCP Storm Sewer	745	LF	\$ 79.00	\$ 58,855.00				745	\$58,855.00
10	24" RCP Storm Sewer	271	LF	\$ 85.00	\$ 23,324.85				271	\$23,324.85
11	27" RCP Storm Sewer									
12	30" RCP Storm Sewer									
13	2" x 3' Catch Basin	309	LF	\$ 102.00	\$ 31,518.00				309	\$31,518.00
14	48" Catch Basin Manhole	5	EA	\$ 4,930.00	\$ 14,500.00				5	\$14,500.00
15	48" Function Manhole	4	EA	\$ 5,900.00	\$ 20,300.00				4	\$20,300.00
16	60" Junction Manhole	6	EA	\$ 6,200.00	\$ 37,200.00				6	\$37,200.00
17	72" Junction Manhole	2	EA	\$ 7,000.00	\$ 14,000.00				2	\$14,000.00
18	Existing Root Drain - 6" PVC - w/Knockout Connection to Storm Sewer	10	EA	\$ 1,050.00	\$ 10,500.00				10	\$10,500.00
19	Storm Sewer CCTV Video w/Jetting	2,232	LF	\$ 3.25	\$ 7,254.00				2332	\$7,254.00
SCHEDULE F - PAVEMENT, EARTHWORK, STRIPPING, SIGNAGE										
1	Street Sweeping (Man Hours)	46	MHR	\$ 135.00	\$ 6,210.00				46	\$6,210.00
2	12" Fibre Rill Insulation and Removal	100	LF	\$ 1.20	\$ 120.00				100	\$120.00
3	Hydromulch Seeding	488,03	SY	\$ 5.50	\$ 2,684.17				488,03	\$2,684.17
4	Inlet Protection	24	EA	\$ 77.00	\$ 1,848.00				24	\$1,848.00

Progress Estimate - Unit Price Work

For Contract: Downtown Infrastructure Improvements Project - Phase 3
 Application Period: 11/30/17-12/26/17

Contractor's Application

Contract Information										Total Completed and Started to Date (D + E)			Balance to Finish (F - B)	
Item		Description		Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored (not in C)	% Total Completed (F / B)			
5	Road Subgrade Preparation			16,577.06	SY	\$ 4.00	\$ 65,908.24	16,477.06	\$65,908.24		100.0%			
6	NDOT Class 2 Gravel Sidewalk Base Course (4" Compacted Thickness)	7324.85	SY	12.50	\$ 9,156.03			7324.83	\$91,560.38		100.0%			
7	Initial Salvaged Base Course (6" Compacted Thickness)	16,477.06	SY	9.00	\$ 148,293.54			16,477.06	\$148,293.54		100.0%			
8	Burninuous Pavement (4" Alleyway Section, Parking Lot, or 14' St SW Patch)	431.05	SY	41.00	\$ 17,573.05			431.05	\$17,673.05		100.0%			
9	Concrete Road Paving (8')	14,226.19	SY	65.00	\$ 924,702.35			14,226.19	\$924,702.35		100.0%			
10	Geotextile Fabric - R1	16,477.06	SY	2.00	\$ 35,954.12			16,477.06	\$32,954.12		100.0%			
11	Sidewalk Subgrade Preparation	6,360.36	SY	6.00	\$ 38,162.16			6,360.36	\$38,162.16		100.0%			
12	Concrete Sidewalk (4" Bramed Finish)	4,999.89	SY	41.00	\$ 204,995.49	4	\$ 164,00	4999.89	\$204,995.49		100.0%			
13	Concrete Sidewalk (4" Primary Strouscopic)	301.57	SY	66.00	\$ 19,903.62			301.57	\$19,903.62		100.0%			
14	Concrete Sidewalk (4" Secondary Streetscapes)	188.57	SY	116.00	\$ 21,874.12			188.57	\$21,874.12		100.0%			
15	Detachable Warning Patches	241.50	SF	27.00	\$ 6,520.50			241.50	\$6,520.50		100.0%			
16	Curb and Gutter Type 1	4,171.25	LF	20.00	\$ 83,425.00			4,171.25	\$83,425.00		100.0%			
17	Curb and Gutter Type 2	3,777.42	LF	28.00	\$ 91,671.76			3,777.42	\$91,671.76		100.0%			
18	Curb and Gutter Type 1 - Hand Formed	1,544.92	LF	36.00	\$ 46,547.60			1,544.92	\$46,547.60		100.0%			
19	Concrete Driveway Arrows	1,838.80	SY	69.00	\$ 124,677.20			1,838.80	\$124,677.20		100.0%			
20	Temporary Driveway for Parking Lot Access	3	EA	2,100.00	\$ 6,300.00			3	\$6,300.00		100.0%			
21	Epoxy Paint Pavement Marking, 4 inch Line - Grooved	1,750.00	LF	20.00	\$ -									
22	Preformed Patterned Pavement Marking, 4 inch Line - Grooved	420.06	LF	6.50	\$ 2,730.00			420.06	\$2,730.00		100.0%			
23	Preformed Patterned Pavement Marking, 4 inch Line - Grooved	1,156.53	LF	12.00	\$ 13,878.36			1,156.53	\$13,878.36		100.0%			
24	Preformed Patterned Pavement Marking, 24 inch Line	225.83	LF	32.00	\$ 7,226.56			225.83	\$7,226.56		100.0%			
25	Preformed Thermoplastic Pavement Marking, 4 inch Line (Grooved)	90.50	LF	20.00	\$ 1,810.00			90.5	\$1,810.00		100.0%			
26	Preformed Thermoplastic Pavement Marking, Message	64	LF	21.50	\$ 1,736.00			64	\$1,736.00		100.0%			
27	Type III High Intensity Prismatic Sheetings	371.33	SF	28.00	\$ 10,397.24			371.33	\$10,397.24		100.0%			
28	Sign Assembly, Surface Mount - Decorative Post	69	EA	465.00	\$ 31,465.00			69	\$31,465.00		100.0%			
29	Sign Assembly - Light Standard	14	EA	270.00	\$ 3,780.00			14	\$3,780.00		100.0%			
30	Sign Assembly - In-Situ - Decorative Post	10	EA	540.00	\$ 5,400.00			10	\$5,400.00		100.0%			
31	Biluminous Pavement (Sidewalk Edge Transition to Private Property)	275.56	SY	48.00	\$ 13,226.88			275.56	\$13,226.88		100.0%			
32	Cutting for Existing Curbout and Adjustment in Sidewalk Adjacent to Parking Structures	14	EA	565.00	\$ 7,910.00			14	\$7,910.00		100.0%			
33	Existing Gage Valve Box Adjustment in Phase 1 Transition Areas	6	EA	375.00	\$ 2,250.00			6	\$2,250.00		100.0%			
SCHEDULE H: STREETLIGHTS ELECTRICAL STREET LIGHTING DISTRICT 64														
1	Street Intersection Light Pole Assembly w/LED Luminarie	18	EA	8,350.00	\$ 151,300.00			18	\$151,300.00		100.0%			
2	1.5" Piping Water Service w/ Copper, Saddle, Corporation Stop and Curb Stop w/Box	4,919.67	LF	6.20	\$ 36,501.95			4,919.67	\$36,501.95		100.0%			
3	#1 XHHW Wire in Conduit	22,108	LF	1.85	\$ 46,899.88			22,108	\$46,899.88		100.0%			
4	Full Box, 24" x 18" x 24"	4	EA	1,000.00	\$ 4,000.00			4	\$4,000.00		100.0%			
SCHEDULE J: ITEMS NOT ELIGIBLE FOR PAYMENT														
1	Street Intersection Light Pole Assembly w/LED Luminarie	8	EA	4,200.00	\$ 33,600.00			8	\$33,600.00		100.0%			
2	1.5" HPE Continuous Underground Electrical Conduit	22	EA	3,700.00	\$ 11,400.00			22	\$11,400.00		100.0%			
3	Sanitary Sewer Service Connections w/PVC Pipe and PVC Service Line	58	EA	3,000.00	\$ 174,000.00			58	\$174,000.00		100.0%			
4	Spur Street Intersection Pole and Luminarie	4	EA	2,500.00	\$ 10,000.00			4	\$10,000.00		100.0%			
TOTALS										\$5,330,018.10	\$5,330,018.10			
										\$5,606.33				

Application Number: 6
 Application Date: 12/26/2017

APPROVED	
By	
1/13/93 8700143104196	
3608 60 Bed	\$29,583.96
3608. 3608 60 Bed	

APPROVED	
By	
1/13/93 140000165103191	
3608. 3608 60 Bed	\$29,583.96
3608. 3608 60 Bed	

APPROVED	
By	
1/13/93 140000165103191	
3608 60 Bed	\$29,583.96
3608. 3608 60 Bed	

APPROVED	
By	
1/13/93 140000165103181	
3620 60 Bed	\$29,583.96
3620. 3620 60 Bed	

APPROVED	
By	
1/13/93 41519701419172174	
4073 St Lt 64	\$2,257.01
4073. 4073 St Lt 64	

Date of Issuance: December 20, 2017	Effective Date: December 20, 2017
Owner: City of Minot	Owner's Contract No.: 3608
Contractor: Wagner Construction, Inc.	Contractor's Project No.: 17101
Engineer: HMjv	Engineer's Project No.: 7926-001
Project: Downtown Infrastructure Improvements Project	Contract Name: Phase 3

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Revise Bid Schedules A-J to reflect final installed quantities.
2. Add new items to Schedule A:
 - a. "Item A-7 – Deduct for Restaking Costs", at a lump sum cost of (\$2,684.25).
 - b. "Item A-8 – Deduct for Additional Bac-T Testing Due to Failed Tests", at a lump sum cost of (\$478.00).
 - c. "Item A-9 – Deduct for Additional Materials Testing Due to Failed Tests", at a lump sum cost of (\$854.88).

Item No.	Item Description	Unit	Final Qty	Qty Change	Unit Cost	Cost Change	Total Cost
SCHEDULE A - GENERAL AND TRAFFIC CONTROL							
1	Mobilization, Demobilization, Bonds, Insurance	LS	1	0	843,000.00	\$0.00	\$843,000.00
2	Traffic Control Signs	Units	2,517	(92)	4.40	(\$404.80)	\$11,074.80
3	Type III Barricades	EA	60	0	108.00	\$0.00	\$6,480.00
4	Portable Changeable Message Sign	EA	3	0	5,820.00	\$0.00	\$17,460.00
5	Portable Precast Concrete Median Barrier	LF	100	0	45.00	\$0.00	\$4,500.00
6	Temporary Pedestrian Access Control	LS	1	0	98,000.00	\$0.00	\$98,000.00
7	Deduct for Restaking Costs	LS	1	1	(2,684.25)	(\$2,684.25)	(\$2,684.25)
8	Deduct for Additional Bac-T Testing Due to Failed Tests	LS	1	1	(478.00)	(\$478.00)	(\$478.00)
9	Deduct for Additional Materials Testing Due to Failed Tests	LS	1	1	(854.88)	(\$854.88)	(\$854.88)
Total Schedule A, Items 1-9						(\$4,421.93)	\$976,497.67
SCHEDULE B - DEMOLITION/REMOVAL ITEMS							
1	Mill or Excavate and Salvage Asphalt Pavement, ≤ 8" thickness	SY	13,650.39	2,802.39	\$6.50	\$18,215.54	\$88,727.54
2	Mill or Excavate and Salvage Asphalt Pavement, > 8" thickness	SY	3,253.58	(897.42)	\$11.00	(\$9,871.62)	\$35,789.38
3	Remove Pavement - All thicknesses, all types at Alleys and Parking Lots	SY	431.05	(665.95)	\$7.00	(\$4,661.65)	\$3,017.35
4	Sawcut Pavement Full Depth	LF	1,114.67	845.67	\$5.50	\$4,651.19	\$6,130.69
5	Remove Concrete Pavement below Asphalt Pavement (6-8")	SY	6,162.01	(3,571.99)	\$10.62	(\$37,934.53)	\$65,440.55
6	Remove Concrete Curb and Gutter	LF	5,080.16	(251.84)	\$5.00	(\$1,259.20)	\$25,400.80
7	Remove and Dispose Fire Hydrants	EA	2	0.00	\$640.00	\$0.00	\$1,280.00
8	Remove and Salvage Fire Hydrants to Owner	EA	2	0.00	\$750.00	\$0.00	\$1,500.00
9	Remove and Dispose Water Main (No Excavation)	LF	2,378.50	(781.50)	\$3.00	(\$2,344.50)	\$7,135.50

10	Remove and Dispose of Gate Valves and Boxes	EA	19	(3.00)	\$80.00	(\$240.00)	\$1,520.00
11	Remove and Salvage Hydra-Stop Insta-Valves to Owner	EA	0	(3.00)	\$100.00	(\$300.00)	\$0.00
12	Remove and Dispose of Curb Stops and Boxes	EA	26	(1.00)	\$80.00	(\$80.00)	\$2,080.00
13	Remove and Dispose Sanitary Sewer ≥ 8" Diameter (No Excavation)	LF	1,558	(382.00)	\$3.00	(\$1,146.00)	\$4,674.00
14	Remove and Dispose Storm Sewer (No Excavation)	LF	1,958	(342.00)	\$7.50	(\$2,565.00)	\$14,685.00
15	Remove Concrete Sidewalk and Driveway Aprons	SY	5,558.46	(898.54)	\$8.00	(\$7,188.32)	\$44,467.68
16	Remove and Dispose Storm Manhole	EA	7	0.00	\$450.00	\$0.00	\$3,150.00
17	Remove and Dispose Catch Basin Manhole	EA	13	0.00	\$440.00	\$0.00	\$5,720.00
18	Remove and Dispose Sanitary Sewer Manhole	EA	4	0.00	\$350.00	\$0.00	\$1,400.00
19	Remove and Dispose of Street Lights - Salvage Luminaires to Owner	EA	4	0.00	\$440.00	\$0.00	\$1,760.00
20	Tree Removal and Disposal	EA	2	0.00	\$380.00	\$0.00	\$760.00
21	Remove Concrete Sidewalk Above Sub-Sidewalk Vaults and Window Wells	SY	54.41	9.41	\$26.00	\$244.66	\$1,414.66
22	Structural Steel Formwork for Abandoning Sub-Sidewalk Vaults	SF	116.83	46.83	\$108.00	\$5,057.64	\$12,617.64
23	CLSM (Flowable) Fill for Abandoning Sub-Sidewalk Vaults	CY	120	0.00	\$140.00	\$0.00	\$16,800.00
24	Remove and Dispose Abandoned Electric Utility Vault	EA	2	1.00	\$450.00	\$450.00	\$900.00
25	Remove and Dispose Abandoned Electric Duct Bank	LF	30	10.00	\$30.00	\$300.00	\$900.00
26	Remove and Replace Flag Pole on 1st Street SW	EA	0	(1.00)	\$2,560.00	(\$2,560.00)	\$0.00
27	Remove and Dispose Valve Box Top Section and Lid for Valves Abandoned in Place	EA	0	(2.00)	\$80.00	(\$160.00)	\$0.00
28	Remove and Salvage Sidewalk Brick Pavers to Owner	SY	0	(35.00)	\$63.00	(\$2,205.00)	\$0.00
29	Remove and Dispose Sidewalk Brick Pavers	SY	99.33	78.33	\$65.00	\$5,091.45	\$6,456.45
30	Remove and Dispose of Abandoned Cast Iron Steam Lines, >2 inch Diameter	LF	0	(600.00)	\$18.00	(\$10,800.00)	\$0.00
31	Remove and Replace Existing Steel Railing on 1st St SW between 3rd Ave SW and Trinity Clinic West	LS	1	0.00	\$2,100.00	\$0.00	\$2,100.00
Total Schedule B, Items 1-31						(\$49,305.35)	\$355,827.23
SCHEDULE C - WATER DISTRIBUTION							
1	4" C900 DR-18 PVC Potable Water Main	LF	34	(21)	\$110.00	(\$2,310.00)	\$3,740.00
2	6" C900 DR-18 PVC Potable Water Main	LF	144	(56)	\$108.00	(\$6,048.00)	\$15,552.00
3	8" C900 DR-18 PVC Potable Water Main	LF	1,207.58	(286.42)	\$94.00	(\$26,923.48)	\$113,512.52
4	12" C900 DR-18 PVC Potable Water Main	LF	1,877	269	\$120.00	\$32,280.00	\$225,240.00
5	8" C900 DR-18 FPVC Potable Water Main - by Horizontal Directional Drilling	LF	0	(365)	\$80.00	(\$29,200.00)	\$0.00
6	4" Gate Valve w/Box	EA	4	1	\$1,550.00	\$1,550.00	\$6,200.00
7	6" Gate Valve w/Box	EA	8	0	\$1,740.00	\$0.00	\$13,920.00
8	8" Gate Valve w/Box	EA	8	0	\$2,100.00	\$0.00	\$16,800.00
9	12" Gate Valve w/Box	EA	4	0	\$3,800.00	\$0.00	\$15,200.00
10	Connect to Existing Water Main - Interrupted Connection	EA	18	0	\$6,500.00	\$0.00	\$117,000.00
11	8" SS Tapping Tee w/6" Tapping Gate Valve	EA	0	(1)	\$5,100.00	(\$5,100.00)	\$0.00
12	8" SS Tapping Tee w/4" Tapping Gate Valve	EA	0	(1)	\$4,800.00	(\$4,800.00)	\$0.00
13	Fire Hydrant Assembly w/Tee Connection to Main	EA	4	0	\$4,900.00	\$0.00	\$19,600.00
14	Temporary Water Service - Project North of Burdick Expressway	LS	1	0	\$155,000.00	\$0.00	\$155,000.00
15	Temporary Water Service - Trinity Hospital South of Burdick Expressway	LS	0	(1)	\$15,200.00	(\$15,200.00)	\$0.00
16	Rigid Polystyrene Pipe Insulation, 3" Thickness	SF	384	24	\$4.00	\$96.00	\$1,536.00

17	Hydra-Stop Line Stop	EA	2	0	\$10,800.00	\$0.00	\$21,600.00
	Total Schedule C, Items 1-17					(\$55,655.48)	\$724,900.52
SCHEDULE D - SANITARY SEWER							
1	12" PVC Sanitary Sewer Main (SDR 35)	LF	1,708	40	\$100.00	\$4,000.00	\$170,800.00
2	8" PVC Sanitary Sewer Main (SDR 35)	LF	207	(66)	\$97.00	(\$6,402.00)	\$20,079.00
3	Sanitary Sewer Main Connection - New Pipe to Existing Sanitary Sewer	EA	11	1	\$2,200.00	\$2,200.00	\$24,200.00
4	Sanitary Sewer Main Connection Existing Pipe to New Manhole	EA	2	0	\$3,100.00	\$0.00	\$6,200.00
5	48" Sanitary Sewer Manhole (Standard 10 ft. depth)	EA	8	0	\$4,600.00	\$0.00	\$36,800.00
6	Additional 48" Manhole Depth	LF	5	(4)	\$250.00	(\$1,000.00)	\$1,250.00
7	Sanitary Sewer CCTV Video w/Jetting	LF	2,215	(190)	\$3.00	(\$570.00)	\$6,645.00
8	Sanitary Sewer Bypass Pumping	LS	1	0	\$56,600.00	\$0.00	\$56,600.00
9	Rigid Polystyrene Pipe Insulation, 3" thickness	SF	32	(88)	\$2.75	(\$242.00)	\$88.00
	Total Schedule D, Items 1-9					(\$2,014.00)	\$322,662.00
SCHEDULE E - STORM SEWER (STORM SEWER DISTRICT 119 – Phase 3)							
1	Connect to Existing Storm Pipe	EA	11	0	\$3,500.00	\$0.00	\$38,500.00
2	Sidewalk Drain	LF	60	0	\$350.00	\$0.00	\$21,000.00
3	15" Slotted Drain	LF	96	0	\$270.00	\$0.00	\$25,920.00
4	8" SDR-26 PVC Storm Sewer	LF	126.50	116.5	\$120.00	\$13,980.00	\$15,180.00
5	12" SDR-26 PVC Storm Sewer	LF	0	(10)	\$125.00	(\$1,250.00)	\$0.00
6	12" RCP Storm Sewer	LF	0	(25)	\$65.00	(\$1,625.00)	\$0.00
7	15" RCP Storm Sewer	LF	76.25	(72.75)	\$67.00	(\$4,874.25)	\$5,108.75
8	18" RCP Storm Sewer	LF	768.50	214.5	\$76.00	\$16,302.00	\$58,406.00
9	21" RCP Storm Sewer	LF	745	0	\$79.00	\$0.00	\$58,855.00
10	24" RCP Storm Sewer	LF	274.41	(19.59)	\$85.00	(\$1,665.15)	\$23,324.85
11	27" RCP Storm Sewer	LF	271	0	\$95.00	\$0.00	\$25,745.00
12	30" RCP Storm Sewer	LF	309	0	\$102.00	\$0.00	\$31,518.00
13	2' x 3' Catch Basin	EA	5	0	\$2,900.00	\$0.00	\$14,500.00
14	48" Catch Basin Manhole	EA	8	0	\$4,930.00	\$0.00	\$39,440.00
15	48" Junction Manhole	EA	4	0	\$5,000.00	\$0.00	\$20,000.00
16	60" Junction Manhole	EA	6	0	\$6,200.00	\$0.00	\$37,200.00
17	72" Junction Manhole	EA	2	0	\$7,000.00	\$0.00	\$14,000.00
18	Existing Roof Drain - 6" PVC - w/Knockout Connection to Storm Sewer	EA	10	5	\$1,050.00	\$5,250.00	\$10,500.00
19	Storm Sewer CCTV Video w/Jetting	LF	2,232	0	\$3.25	\$0.00	\$7,254.00
	Total Schedule E, Items 1-19					\$26,117.60	\$446,451.60
SCHEDULE F - PAVEMENT, EARTHWORK, STRIPING, SIGNAGE							
1	Street Sweeping (Man Hours)	MHR	46	(54)	\$135.00	(\$7,290.00)	\$6,210.00
2	12" Fiber Roll Installation and Removal	LF	100	(700)	\$1.20	(\$840.00)	\$120.00
3	Hydro-mulch Seeding	SY	488.03	288.03	\$5.50	\$1,584.17	\$2,684.17
4	Inlet Protection	EA	24	0	\$77.00	\$0.00	\$1,848.00
5	Road Subgrade Preparation	SY	16,477.06	436.06	\$4.00	\$1,744.24	\$65,908.24
6	NDDOT Class 5 Gravel Sidewalk Base Course (4" Compacted Thickness)	SY	7,324.83	580.83	\$12.50	\$7,260.38	\$91,560.38
7	Install Salvaged Base Course (6" Compacted Thickness)	SY	16,477.06	436.06	\$9.00	\$3,924.54	\$148,293.54
8	Bituminous Pavement (4" Alleyway Section, Parking Lot, or 1st St SW Patch)	SY	431.05	(665.95)	\$41.00	(\$27,303.95)	\$17,673.05

9	Concrete Road Paving (8")	SY	14,226.19	453.19	\$65.00	\$29,457.35	\$924,702.35
10	Geotextile Fabric - R1	SY	16,477.06	436.06	\$2.00	\$872.12	\$32,954.12
11	Sidewalk Subgrade Preparation	SY	6,360.36	(383.64)	\$6.00	(\$2,301.84)	\$38,162.16
12	Concrete Sidewalk (4" Broomed Finish)	SY	4,999.89	(1,244.11)	\$41.00	(\$51,008.51)	\$204,995.49
13	Concrete Sidewalk (4" Primary Streetscape)	SY	301.57	3.57	\$66.00	\$235.62	\$19,903.62
14	Concrete Sidewalk (4" Secondary Streetscape)	SY	188.57	(13.43)	\$116.00	(\$1,557.88)	\$21,874.12
15	Detectable Warning Panels	SF	241.50	1.5	\$27.00	\$40.50	\$6,520.50
16	Curb and Gutter Type 1	LF	4,171.25	(898.75)	\$20.00	(\$17,975.00)	\$83,425.00
17	Curb and Gutter Type 2	LF	327.42	(518.58)	\$28.00	(\$14,520.24)	\$9,167.76
18	Curb and Gutter Type 1 - Hand Formed	LF	1,544.92	1,294.92	\$30.00	\$38,847.60	\$46,347.60
19	Concrete Driveway Aprons	SY	1,838.80	806.80	\$69.00	\$55,669.20	\$126,877.20
20	Temporary Driveway for Parking Lot Access	EA	3	0	\$2,100.00	\$0.00	\$6,300.00
21	Epoxy Paint Pavement Marking, 4 inch Line - Grooved	LF	0	(111)	\$20.00	(\$2,220.00)	\$0.00
22	Preformed Patterned Pavement Marking, 4 inch Line - Grooved	LF	420.00	140	\$6.50	\$910.00	\$2,730.00
23	Preformed Patterned Pavement Marking, 6 inch Line - Grooved	LF	1,156.53	182.53	\$12.00	\$2,190.36	\$13,878.36
24	Preformed Patterned Pavement Marking, 24 inch Line	LF	225.83	72.83	\$32.00	\$2,330.56	\$7,226.56
25	Preformed Thermo-Plastic Pavement Marking, 4 inch Line (Grooved)	LF	90.50	(120.5)	\$20.00	(\$2,410.00)	\$1,810.00
26	Preformed Thermo-Plastic Pavement Marking - Message	LF	64	0	\$21.50	\$0.00	\$1,376.00
27	Type III High Intensity Prismatic Sheeting	SF	371.33	0.33	\$28.00	\$9.24	\$10,397.24
28	Sign Assembly - Surface Mount - Decorative Post	EA	69	0	\$485.00	\$0.00	\$33,465.00
29	Sign Assembly - Light Standard	EA	14	1	\$270.00	\$270.00	\$3,780.00
30	Sign Assembly - In Soil - Decorative Post	EA	10	2	\$540.00	\$1,080.00	\$5,400.00
31	Bituminous Pavement (Sidewalk Edge Transition to Private Property)	SY	275.56	175.56	\$48.00	\$8,426.88	\$13,226.88
32	Casting for Existing Cleanout and Adjustment in Sidewalk Adjacent to Parking Structures	EA	14	0	\$565.00	\$0.00	\$7,910.00
33	Existing Gate Valve Box Adjustment in Phase 1 Transition Areas	EA	6	0	\$375.00	\$0.00	\$2,250.00
Total Schedule F, Items 1-33						\$27,425.33	\$1,958,977.33
SCHEDULE H - STREETLIGHTS ELECTRICAL (STREET LIGHTING DISTRICT 63 – Phase 3)							
1	Street Intersection Light Pole Assembly w/LED Luminaire	EA	18	(1)	\$8,350.00	(\$8,350.00)	\$150,300.00
2	2" HDPE Continuous Underground Electrical Conduit	LF	4,919.67	89.67	\$6.20	\$555.95	\$30,501.95
3	#1 XHHW Wire in Conduit	LF	22,108	2,548	\$1.85	\$4,713.80	\$40,899.80
4	Pull Box, 24"x18"x24"	EA	4	(1)	\$1,000.00	(\$1,000.00)	\$4,000.00
Total Schedule H, Items 1-4						(\$4,080.25)	\$225,701.75
SCHEDULE J - ITEMS NOT ELIGIBLE FOR EDA FUNDING							
1	2" Potable Water Service w/K Copper, Saddle, Corporation Stop and Curb Stop w/Box	EA	8	3	\$4,200.00	\$12,600.00	\$33,600.00
2	1.5" Potable Water Service w/K Copper, Saddle, Corporation Stop and Curb Stop w/Box	EA	22	(3)	\$3,700.00	(\$11,100.00)	\$81,400.00
3	Sanitary Sewer Service Connections w/PVC Wye and PVC Service Line	EA	58	8	\$3,000.00	\$24,000.00	\$174,000.00
4	Spare Street Intersection Pole and Luminaire	EA	4	1	\$7,500.00	\$7,500.00	\$30,000.00
Total Schedule J, Items 1-4						\$33,000.00	\$319,000.00
TOTAL OF ALL SCHEDULES A - J						(\$28,934.08)	\$5,330,018.10

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 5,356,852.18	Original Contract Times: Milestone #1 Substantial Completion: <u>August 18, 2017</u> Milestone #2 Substantial Completion: <u>November 3, 2017</u> Ready for Final Payment: <u>December 1, 2017</u>
<u>Increase</u> from previously approved Change Order No. <u>1</u> : \$ 2,100.00	Increase from previously approved Change Order No. <u>1</u> : Milestone #1 Substantial Completion: <u>0 days</u> Milestone #2 Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ 5,358,952.18	Contract Times prior to this Change Order: Milestone #1 Substantial Completion: <u>August 18, 2017</u> Milestone #2 Substantial Completion: <u>November 3, 2017</u> Ready for Final Payment: <u>December 1, 2017</u>
<u>Decrease</u> of this Change Order: \$ 28,934.08	Increase of this Change Order: Milestone #1 Substantial Completion: <u>0 days</u> Milestone #2 Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ 5,330,018.10	Contract Times with all approved Change Orders: Milestone #1 Substantial Completion: <u>August 18, 2017</u> Milestone #2 Substantial Completion: <u>November 3, 2017</u> Ready for Final Payment: <u>December 1, 2017</u>

RECOMMENDED:
By: D. O'shea
Engineer (if required)
Title: Project Manager
Date: 12/20/2017

ACCEPTED:
By: L. C. M.
Owner (Authorized Signature)
Title: City Engineer
Date: 11/4/2018

ACCEPTED:
By: M. A. F.
Contractor (Authorized Signature)
Title: Project Manager
Date: 12/27/17



TO: Mayor Chuck Barney
Members of the City Council

FROM: Scott Collins, Recreation/Auditorium Director

DATE: January 8, 2018

SUBJECT: AUDITORIUM ROOP-TOP UNIT FINAL PAYMENT (REC029)

I. RECOMMENDED ACTION

Recommend the City Council approve Final Payment of \$69,927.23 to Minot Plumbing & Heating for Removal and Replacement of (6) Rooftop Heating/Cooling Units at the Municipal Auditorium; and

1. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Scott Collins, Recreation/Auditorium Director	857-4730
Brock Harstad, Recreation/Auditorium Foreman	857-4136

III. DESCRIPTION

A. Background

The Auditorium replaced (6) Rooftop Heating and Cooling units, replacing the (6) existing units which were installed in 1977-1978.

B. Proposed Project

The replacement of the units switched the Main Arena heating/cooling system to Natural Gas and removed it from the Boiler system which allows us to manage the system more evenly throughout the main arena.

C. Consultant Selection

The Engineering firm, EAPC, was selected through the RFQ process and the project was bid out with Minot Plumbing & Heating having the lowest and best bid.

IV. IMPACT:

A. Strategic Impact:

This project continues the infrastructure upgrades at the Municipal Auditorium which will show cost savings as we move forward.

B. Service/Delivery Impact:

The project will allow us to control the temperature of the main arena and hopefully make the facility more comfortable and efficient.

C. Fiscal Impact:

This project was funded through the Sales Tax Capital Improvements Fund.
Project Costs

Minot Plumbing Bid Agreement	\$655,172.34
Engineering Agreement	35,750.00
Minot Daily Bid Advertisement	140.16
Asbestos Removal	<u>535.00</u>
Total	\$691,597.50

Project Funding

Sales Tax Capital Improvements Fund (REC029) \$700,000.00

V. LIST OF ATTACHMENTS

Place your list of attachments here, in order they were referenced in the document. For example:

- A. Minot Plumbing & Heating Application for Final Payment
- B. Final Billing Memo

Approved for Council Agenda: _____

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE 1 OF PAGES

TO OWNER: AS AGENTS FOR OWNER
EAPC ARCHITECTS
300 3RD AVE. SW SUITE C
MINOT, ND 58701
FROM CONTRACTOR:
MINOT PLUMBING & HEATING
524 37TH AVENUE SW
Minot, ND 58701

PROJECT: MINOT MUNICIPAL AUDITORIUM
420 3RD AVE. SW
MINOT ND 58701
VIA ARCHITECT:
CONTRACT DATE: 06/06/17

CUST FOR: Cust: 108800

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 654,813.00
2. Net change by Change Orders \$ 359.34
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 655,172.34
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 655,172.34
5. RETAINAGE:
a. .00 % of Completed Work
(Column D + E on G703) \$ -
- b. .00 % of Completed Work
(Column F on G703) \$ -

Total Retainage (Line 5a + 5b or
Total in Column 1 of G703) \$ 655,172.34

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 585,245.11

8. CURRENT PAYMENT DUE

(Line 3 less Line 6) \$ 69,927.23

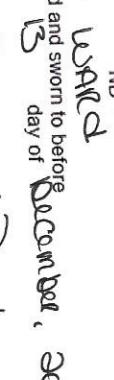
9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	359.	
Total approved this Month	TOTALS	359.34 .00
NET CHANGES by Change Order		359.34

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

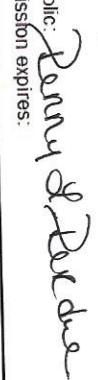
CONTRACTOR: MINOT PLUMBING & HEATING

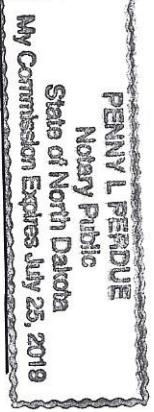
By: 

State of: ND

County of: WDAY

Subscribed and sworn to before me this 13 day of December, 2011

Notary Public: 
My Commission expires:

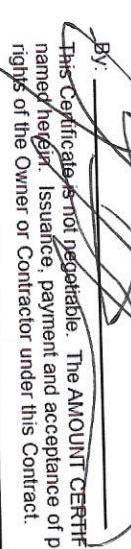


ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED:

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Contractor Sheet that are changed to conform to the amount certified.)

ARCHITECT: 

Date: 1/3/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO.: 5 / J3133
 APPLICATION DATE: 11/21/17
 PERIOD TO: 11/30/17

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

ARCHITECT'S PROJECT NO.:
 CONTRACTOR'S JOB NO.: 17-0014

PAGE 2 OF PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
1	Bond	6,500.00	6,500.00	.00	74,672.59	74,672.59	100.000	.00	.00
2	Demolition	74,672.59	74,672.59	.00	249,354.64	249,354.64	100.000	.00	.00
3	HVAC Equipment/Installation	249,354.64	249,354.64	.00	71,533.17	71,533.17	100.000	.00	.00
4	HVAC Rough In	71,533.17	71,533.17	.00	16,098.61	16,098.61	100.000	.00	.00
5	HVAC Trim	16,098.61	16,098.61	.00	13,783.99	13,783.99	100.000	.00	.00
6	Plumbing Rough In	13,783.99	13,783.99	.00	17,650.00	17,650.00	100.000	.00	.00
7	Electrician Subcontract	17,650.00	17,650.00	.00	3,690.00	3,690.00	100.000	.00	.00
8	Insulation Contract	3,690.00	3,690.00	.00	23,935.00	23,935.00	100.000	.00	.00
9	Roofing Subcontract	23,935.00	23,935.00	.00	66,400.00	66,400.00	100.000	.00	.00
10	Temp Control Subcontract	66,400.00	66,400.00	.00	4,900.00	4,900.00	100.000	.00	.00
11	Test & Balance	4,900.00	4,900.00	.00	35,000.00	35,000.00	100.000	.00	.00
12	General Construction Sub	35,000.00	35,000.00	.00	40,000.00	40,000.00	100.000	.00	.00
13	Demolition	40,000.00	40,000.00	.00	22,000.00	22,000.00	100.000	.00	.00
14	Patching	22,000.00	22,000.00	.00	9,295.00	9,295.00	100.000	.00	.00
15	Steel	9,295.00	9,295.00	.00					
16	General Conditions								
	SUB TOTAL:	654,813.00	649,913.00	4,900.00	654,813.00	654,813.00	100.000	.00	.00

CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO.: 5 / J3133

APPLICATION DATE: 11/21/17

PERIOD TO: 11/30/17

ARCHITECT'S PROJECT NO:

CONTRACTOR'S JOB NO.: 17-0014

PAGE 3 OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			THIS PERIOD	.00						
1	Guardrails/Remove Steel Support	359.34		.00	359.34	359.34	359.34	100.000	.00	.00
	JOB TOTAL:	655,172.34		650,272.34		4,900.00	655,172.34	100.000	.00	.00



TO: Mayor Chuck Barney
Members of the City Council
FROM: David Lakefield, City Finance Director
DATE: 01/22/2018
SUBJECT: PLEDGED ASSETS, DECEMBER 31, 2017

I. RECOMMENDED ACTION

1. Recommend approval of the Pledged assets as of 12/31/2017.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, City Finance Director	857-4784
Penny Johnson, City Treasurer	857-4771

III. DESCRIPTION

A. Background

Section 21-04-11 of the North Dakota Century code requires securities pledged for deposits by banking institutions be approved by the City Council annually.

IV. IMPACT:

A. Strategic Impact:

Approval needed in order to follow North Dakota Century Code.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

N/A

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

- A. Pledged Assets as of December 31, 2017

Approved for Council Agenda: _____
Tom Barry, City Manager

Date: _____

CITY OF MINOT, NORTH DAKOTA
 SCHEDULE OF DEPOSITORY SECURTIY PLEDGES
 31-Dec-17

BANK	AMOUNT	DUe DATE
BREMER BANK		
LETTER OF CREDIT - FHLB DES MOINES	30,000,000	05/04/18
Total Securities Pledged	<u>\$30,000,000</u>	
FIRST INTERNATIONAL BANK		
Burlington Iowa	625,000	06/01/30
FHLMC	2,173,467	11/01/26
FNMA	1,456,732	11/01/26
Glencoe MN	775,000	08/01/31
Inver Grove Heights MN	505,000	02/01/24
	<u>\$ 5,535,199</u>	
FIRST WESTERN BANK & TRUST		
FHLB	13,252,937	Various
FHLMC	10,161,613	Various
FN POOL	3,669,246	Various
FNMA	20,661,192	Various
GNMA	16,801,561	Various
GNMA II	1,938,274	Various
SBA	5,567,010	Various
BND - OTHER	1,427,852	Various
Total Securities Pledged	<u>\$73,479,686</u>	
UNITED COMMUNITY BANK		
Total Securities Pledged	32,031,963	Various
Total	<u>\$ 32,031,963</u>	
Total Pledged	<u>\$ 141,046,848</u>	



TO: Mayor Chuck Barney
Members of the City Council

FROM: *David Lakefield, Finance Director*

DATE: *January 24, 2018*

SUBJECT: **2017 PROPOSED ORDINANCE: OVER BUDGET LINE ITEMS**

I. RECOMMENDED ACTION

1. Recommend the Committee and Council to pass an ordinance to amend the 2017 annual budget to adjust department budgets for funds approved by City Council for Library Memorial, City Accident Claims, Various Grants, Sidewalks, Bond Interest, CDBG-DR Relocations, and Interest Distribution.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director 857-4784

III. DESCRIPTION

A. Background

Department budgets must reflect the correct amounts for the 2017 CAFR, adjustments are necessary so no departments report amounts that were not appropriated.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

The budget amendment includes grants and unforeseen items that were not anticipated when the 2017 budget was adopted.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. *Proposed Ordinance*

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2017 ANNUAL BUDGET TO ADJUST THE DEPARTMENT BUDGETS FOR FUNDS APPROVED BY CITY COUNCIL FOR LIBRARY MEMORIAL, CITY ACCIDENTS CLAIMS, VARIOUS GRANTS, SIDEWALKS, BOND INTEREST, CDBG-DR RELOCATIONS, AND INTEREST DISTRIBUTION.

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

§1: The 2017 annual budget for the following department revenue and expenditure numbers are increased and decreased for funds received and expended.

001-0000-331.10-15	(5,799)	FD0040	Grants Operating Revenue	Purchase of a computer - Moved to Capital fund
001-3100-422.06-50	(5,799)	FD0040	General Fund Operation Supplies Expenses	Purchase of a computer - Moved to Capital fund
422-0000-332.10-00	5,799	FD0040	Federal Capital Revenue	Purchase of a computer under the State Homeland Security Grant
422-7400-422.07-93	5,799	FD0040	Federal Capital Expenses	Purchase of a computer under the State Homeland Security Grant
001-0000-369.02-00	13,365	ACDT17	Miscellaneous Damage Claims	ND Insurance Reserve payment. Expenses, minus \$3,000 in deductibles
001-3000-422.04-35	8,946	ACDT17	Fire Admin – Vehicle Mtce.	Repair damaged fire admin vehicle
001-3100-422.04-35	3,673	ACDT17	Fire Control – Vehicle Mtce.	Repair damaged fire truck
001-3100-422.06-50	145	ACDT17	Fire Control – Books	Replacing stolen fire gear
001-3100-422.06-50	3,601	ACDT17	Fire Control – Operation Supplies	Replacing stolen fire gear
001-0000-369.02-00	1,968	ACDT17	Miscellaneous Damage Claims	ND Insurance Reserve payment. Expense, minus \$500 deductible
001-2300-421.04-35	2,468	ACDT17	Task Force – Vehicle Mtce.	Repairs to damaged Ward County Narcotics Task Force vehicle
001-3000-422.06-50	(26,480)		Fire Admin Operation Supplies	Move Fire Admin expense budget to Fire Control expense budget
001-3100-422.06-50	26,480		Fire Control Operation Supplies	Move Fire Admin expense budget to Fire Control expense budget
270-0000-370.00-00	34,799		Special Assessment	Will be special assessed in 2018

270-8100-431.41-54	34,799	4245	Sidewalk, Curb & Gutter	Additional agreement added to annual contract to complete Special Assessment work
311-0000-472.01-01	89,075	4245	Highway Bonds Interest	2016 Bond Interest was estimated less than actual and 2007 & 2008 bonds were paid off early resulting in additional interest. Revenue will come from cash reserves.
314-0000-472.03-04	13,989		Refunding Bonds Interest	2007 bond was paid off early resulting in additional interest due. Revenue will come from cash reserves.
271-0000-334.00-00	1,830,000		Street Improvements – State Revenue	CDBG-DR Relocation
271-8400-431.81-25	1,830,000		Street Improvements – Miscellaneous	CDBG-DR Relocation
001-0000-334.22-00	9,929	PD0126	ND State Grant Operation Revenue	Internet Crimes Against Children
001-0600-419.01-37	2,217	PD0126	Grant Salaries	Internet Crimes Against Children
001-0600-419.02-21	32	PD0126	Medicare	Internet Crimes Against Children
001-2200-421.03.42	3,400	PD0126	Software Agreements	Internet Crimes Against Children
001-2200-421.06-50	4,280	PD0126	Operation Supplies	Internet Crimes Against Children
100-0000-332.10-10	(205,425)	AIR061	Federal Capital Grant	Cost savings on REIL project being postponed
100-0000-333.10-10	(11,413)	AIR061	State Capital Grants	Costs savings on REIL project being postponed
100-0000-501.07-93	(228,250)	AIR061	Airport Capital Purchases	Cost savings on REIL project being postponed
100-0000-333.10-10	(8,648)	AIR058	State Capital Grants	Cost savings on purchase of Airport operations truck
100-0000-501.07-93	(17,297)	AIR058	Airport Capital Purchases	Cost savings on purchase of Airport operations truck
001-0000-369.03-00	(3,881)	MGR003	Miscellaneous Revenue	Tools purchased by the tool library by the Vistas that were transferred to the Library
001-3500-419.06-50	(3,881)	MGR003	Operation Supplies	Tools purchased by the tool library by the Vistas that were transferred to the Library
429-0000-369.03-09	3,881	LIB028	Memorial Revenue	Tools purchased by the tool library by the Vistas that were transferred to the Library
429-7300-455.07-93	3,881	LIB028	Capital Purchases	Tools purchased by the tool library by the Vistas that were transferred to the Library
275-0000-491.30-00	26,935		Sales Tax Infrastructure	Interest Distribution not budgeted

§2: Approve transfers.

001-3000-422.06-50		\$26,480	Move Fire Admin expense budget to Fire Control expense budget
001-3100-422.06-50		26,480	Move Fire Admin expense budget to Fire Control expense budget
001-0000-369.03-00	MGR003	(3,880.73)	Tools transferred to Library from Vistas Grant
001-3500-419.06-50	MGR003	(3,880.73)	Tools transferred to Library from Vistas Grant
429-0000-369.03-00	LIB028	3,880.73	Tools transferred to Library from Vistas Grant
429-7300-455.07-93	LIB028	3,880.73	Tools transferred to Library from Vistas Grant
210-0000-491.34-19		16,795.91	Transfer Memorial Funds to Capital Purchases
429-0000-391.32-02	LIB033	16,795.41	Transfer Memorial Funds to Capital Purchases

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Matalka, City Clerk



TO: Mayor Chuck Barney
Members of the City Council

FROM: Janet Anderson, Library Director

DATE: January 19, 2018

SUBJECT: Library Digital Sign (LIB033)

I. RECOMMENDED ACTION

1. Recommend approval of the Budget Amendment to appropriate \$44,000 for the purchase and installation of an exterior digital sign.
2. Authorize the Library Director to advertise Requests for Bids

II. DEPARTMENT CONTACT PERSONS

Janet Anderson, Library Director 420-4540

III. DESCRIPTION

A. Background

The Minot Public Library staff and patrons have been discussing signage for the Library since construction re-routed traffic to 6th street near the Library several years ago. The Library struggles to promote its services and often people don't even realize where the Minot Public Library is located. Further, the Friends of the Library hold semi-annual book sale fundraisers and no longer post a sign on the Library grounds which they feel has decreased participation and funds raised. Based on the support of the Friends of the Library, staff contacted a local sign company (Indigo Signworks) and received a general estimate for the cost of the work and recommendations on location.

B. Proposed Project

The digital sign at the Minot Public Library will face to the SW so it could be viewed from the avenue and when traveling north on 6th Street. The sign will allow the Library to promote Library programs and also ensure that passersby know where the Library is.

C. Consultant Selection

The Library will follow relevant ordinances related to advertising and receiving sealed bids.

IV. IMPACT:

A. Strategic Impact:

One of the primary goals of the Minot Public Library is to make more residents aware of the Library's resources and services. Staff and patrons of the Library have suggested outdoor signs for years and we believe this will help meet this goal to promote the Library.

B. Service/Delivery Impact:

In addition to Library services, the digital sign can be used to make residents aware of City-related events. City Council and Committee of the Whole meetings could be included on the scrolling sign.

C. Fiscal Impact:

In 2017, the Minot Public Library was fortunate enough to receive generous donations into our Memorial fund. The Library was not able to use all of the donated funds in 2017 and based on community input, would like to use the remaining funds to purchase a digital sign to promote Library services. In addition to this money, the Library will be requesting funds from the Friends of the Library in order to purchase and install the sign.

Project Costs

Transfer of 2017 Memorial Funds	\$16,552.44
2018 Funding Request (From the Friends of the Minot Public Library)	<u>27,204.09</u>
Total	\$44,000.00

V. ALTERNATIVES

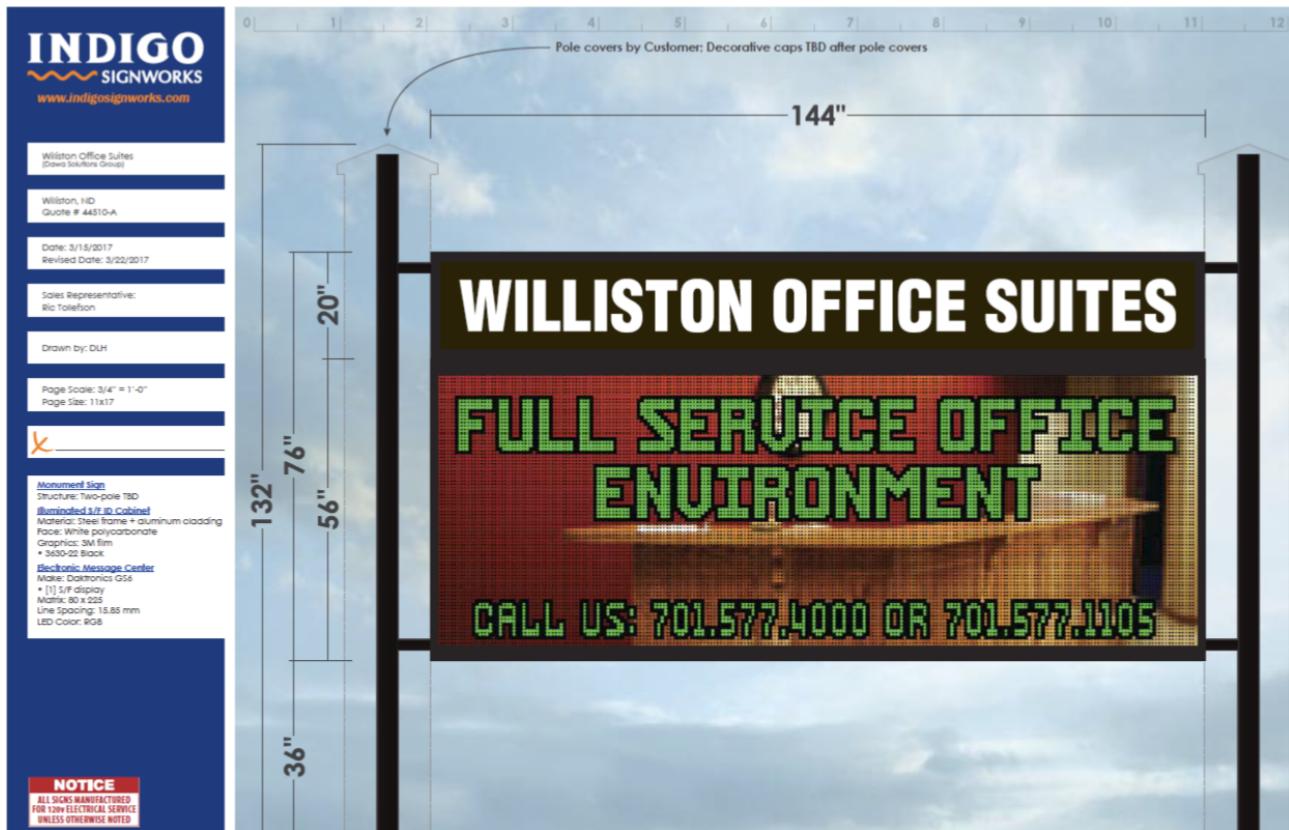
Alt 1. The City Council could deny the appropriation to increase capital expenditures and no sign would be installed in 2018.

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to be completed in 2018.

VII. LIST OF ATTACHMENTS

- A. Budget Amendment
- B. Digital Sign Sample (image)
- C. Digital Sign Location (image)





ORDINANCE NO:

AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE THE LIBRARY CAPITAL EXPENDITURES AND MEMORIAL REVENUE FOR THE PURCHASE AND INSTALLATION OF AN EXTERIOR DIGITAL SIGN. THE PROJECT WILL BE FUNDED WITH ENCUMBERED 2017 MEMORIAL REVENUE AND THE REMAINING FUNDS WILL BE REQUESTED FROM THE FRIENDS OF THE LIBRARY.

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

§1: Increase the library capital expenditures and memorial revenue for the purchase and installation of an exterior digital sign:

429-7300-455.07-93		\$44,000
429-0000-369.03-90		27,205

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Matalka, City Clerk



TO: Mayor Chuck Barney
Members of the City Council

FROM: John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: January 22, 2018

SUBJECT: AUCTION OF FLOOD BUYOUT ACQUIRED STRUCTURES

I. RECOMMENDED ACTION

Authorize auction of attached listed property structures by address with execution of sale to the highest responsible bidder

II. DEPARTMENT CONTACT PERSONS

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

As city acquires properties for the flood mitigation projects, it has periodically presented to the City Council approval requests to auction structures on such property deemed sound and able to be moved. A new aggressive set of policies and procedures has been implemented to make more effective and timely determinations on acquired properties with structures as to whether such structures should be demolished or auctioned. Program goals are to minimize city liability exposure as well as making properties visually presentable until needed for the flood control projects by removing structures and landscaping the properties.

B. Proposed Project

As properties are acquired, a team comprised of a CDM Smith specialist, inspector from City Engineer, Public Works representative, and CDBG Technical Support Specialist inspect the structures to make a determination if sufficiently sound to be sold and moved versus in a condition that warrants demolition. A consensus is sought on all properties. Once a sufficient number of structures are identified to warrant cost effective auction, a list will be presented to the City Council. Properties currently being identified for demolition are being compiled for a Demolition Bid to be issued in March, 2018 upon approval of the City Council of the bid. Properties acquired through buyout until final disposition are being secured through Public Works with costs covered by CDBG-DR or CDBG-NDR. Properties auctioned are required to be relocated outside flood inundation and all moving expenses are incurred by the purchaser.

A new initiative was attempted earlier this month to auction previously approved homes with a minimum bid requirement of 30% of assessed value. No bids were received. The garages and sheds were successfully auctioned for a total of \$9,000 with no minimum bid because of the same size of these structures. We will undertake a rebid adding these properties if approved by the City Council setting a minimum bid requirement but lower than 30%.

IV. IMPACT:

A. Strategic Impact:

Structures able to be moved create the ability to preserve existing housing stock. Also, structures which can be moved reduce costs incurred through demolition from the CDBGDR and CDBG-NDR funds.

B. Service/Delivery Impact:

Coordinated procedure to expedite determinations of auction versus demolition of structures including the involvement of appropriate city staff shrinks the liability exposure by the city once it has acquired property and structures, assures that efficient and effective determinations are made on a timely basis with the involvement of city staff, and creates potential for additional funds to be deployed for the disaster recovery activities.

C. Fiscal Impact:

Added funds for disaster recovery activities under CDBG and CDBG-NDR approved Action Plans through Program Income generated by the auction sales.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

All CDBG-NDR projects must be done and funds spent by September 30, 2022.

VII. LIST OF ATTACHMENTS

Structures by street address to be auctioned.

1/22/18 Auction Structures

Homes

1205 6th Ave SW

612 2nd Ave NE

1210 8th Ave SW

620 2nd Ave NE

601 12th St SW

2715 13th Ave SW

104 6th St NE

Garages/Sheds

1205 6th Ave SW - garage

1210 8th Ave SW - garage

1210 8th Ave SW - shed

620 2nd Ave NE - garage

601 12th St SW - shed

2715 13th Ave SW - garage

205 Maple St - main office/shop

205 Maple St - 7 warehouse structures

205 Maple St - shed (east/yellow)

205 Maple St - shed (west/tan)



TO: Mayor Chuck Barney
Members of the City Council

FROM: John R. Zakian, DR Grant Program Manager & Chief Resilience Officer

DATE: January 22, 2018

SUBJECT: ORDINANCE AMEND 2017 ANNUAL BUDGET - \$80,000 CAPITAL PURCHASE

I. RECOMMENDED ACTION

Authorize Ordinance to amend 2017 annual budget to increase the special assessment debt miscellaneous expenditures by \$80,000 for the acquisition of parking lots as part of the Open Gate Ministries flood buyout involuntary acquisition

II. DEPARTMENT CONTACT PERSONS

John R. Zakian, DR Program Manager & Chief Resilience Officer, 423-4528

III. DESCRIPTION

A. Background

In the latter half of 2016, a determination was made that the structure owned by Open Gate Ministries and being used as a Church was inside the boundaries of the flood mitigation buyout area determined to be needed for the initial phases of construction of a flood wall. It was also determined at the time that the parking lots associated with the Church and also owned by the Church were not needed and were not physically located within the boundary of the flood mitigation buyout area. As a result of this determination, the city elected to go forward with the HUD required environmental review on this property excluding the parking lots and once that review was completed use of funds was limited to acquisition of the Church structure. It should be noted that the use of the involuntary acquisition program under HUD rules strictly limits acquisition to parcels specifically identified as being required for the purpose of the acquisition program which in this case are flood mitigation projects such as flood walls, levees, and flood storage areas. The city chose to proceed in seeking to acquire the property to include the parking lots because it made no sense to try only acquire the Church structure since without the structure there is no purpose for the lots. Therefore, the required appraisal did include consideration for the value of the lots and the offers made by the city have also included the parking lots. Because of the HUD rules on involuntary acquisition and the National Environmental Protection Act rules on limits once an environmental review has been completed, the only course available to cover that share of the acquisition related to the parking lots is from city funds.

B. Proposed Project

The acquisition cost in the executed agreement between the city and the church property owner is \$1,100,000 with \$80,000 representing the cost of the two parking lots based upon the appraisal undertaken by the city through CDM Smith to begin the negotiations with the balance to be paid through the CDNG-DR/CDBG-NDR State Water Commission match.

IV. IMPACT:

A. Strategic Impact:

Allocating the \$80,000 in city funds and upon final purchase which is now scheduled for no later than April 18, 2018, an internal transfer of the \$80,000 will be done by the Finance Department to demonstrate to HUD the city's contribution towards the overall acquisition cost. This will meet all requirements with respect to HUD.

B. Service/Delivery Impact:

Once the Church structure is demolished, it is projected that the parking lots for an interim period of time will be able to be used for staging and storage during the initial phases of construction of the flood wall represented in the first three phases which have been funded and awarded. Once these lots are no longer needed, it is planned that the city will auction the lots to recover some of the \$80,000 either in "as is" condition or after removal of the asphalt as possible single family home lots. This land will be on the protected side of the flood wall.

C. Fiscal Impact:

Funds are available to accomplish the transfer without impact on other obligations.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

All CDBG-NDR projects must be done and funds spent by September 30, 2022.

VII. LIST OF ATTACHMENTS

Ordinance to Amend 2017 Annual Budget.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2017 ANNUAL BUDGET TO APPROVE AN INCREASE OF THE SPECIAL ASSESSMENT DEBT EXPENDITURES AND TO TRANSFER SPECIAL ASSESSMENT DEBT RESERVE FUNDING TO CAPITAL PURCHASES FOR THE ACQUISITION OF 410 AND 414 MAIN ST N; PARKING LOTS LOCATED NEXT TO OPEN GATE MINISTRIES A CHURCH BEING ACQUIRED FOR FLOOD PROTECTION.

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

§1: Amend the 2017 annual budget to increase the special assessment debt miscellaneous expenditures for the acquisition of parking lots of Open Gate Ministries Church, which is a required property for the flood control project:

314-0000-479.10-00		\$80,000
--------------------	--	----------

§2: Approve the transfer of funds from special assessment debt reserve to capital purchases:

314-0000-491.34-12	SPDEL	\$80,000
423-0000-391.33-04	CAP033	(80,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Mataalka, City Clerk



TO: Mayor Chuck Barney
Members of the City Council

FROM: Lance Meyer, P.E., City Engineer

DATE: 1/23/2018

**SUBJECT: NDDOT URBAN ROAD AND REGIONAL HIGHWAY PROJECT SUBMITTAL
FOR 2019 - 2022 (4341)**

I. RECOMMENDED ACTION

1. Recommend council approve the listed priority of projects for submittal to the NDDOT.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Jacqueline Melcher, Assistant City Engineer	857-4132

III. DESCRIPTION

A. Background

Yearly, the NDDOT requests projects funded by federal funds to be submitted for programming into the 5 year STIP. Minot's current 5 year program is attached to this memo. Most of the projects are funded by federal and state dollars and do not require a city cost share. 31st Ave SE reconstruction is listed, which is our Urban Road Program project slated to occur in 2020.

B. Proposed Project

The engineering department is proposing two projects for council consideration, and if approved will be submitted to the NDDOT by the February deadline.

Urban Road Program:

1. 31st Ave Reconstruction Broadway to 13th St SE – Priority 1

This project would continue to be the City's first priority since federal funds have been allocated. No other project will be programmed within the 2019-2022 timeline as the city will have insufficient funds for another project. Future projects will likely occur in northwest Minot, either 21st Ave NW or 30th Ave NW.

Regional Highway Program:

1. Burdick Expressway Major Rehabilitation 1st St NW to west Burdick Viaduct, Valley St 250 feet south of Burdick Expressway – Priority 1

This stretch of Burdick and Valley St is the last section within Minot to receive maintenance work. The pavement section suffers from severe pavement rutting, several sidewalk panels are in need of replacement, several sections of curb and gutter need replacement, ADA panels at intersections need upgrading, and lastly the intersection at 3rd St needs a complete

reconstruction. Federal funding for this project is being sought to lessen the City's cost on this project. Regional projects qualify for 90% federal funding.

2. South Broadway Reconstruction 19th Ave SW to City Limits – Priority 2

In 2016, the City participated with the NDDOT to mill and overlay this section of Broadway to address rutting and pavement failure issues along the corridor. A bridge deck overlay at the interchange was also completed. The thought was the overlay would achieve delaying a reconstruction for 5-7 years. This puts a reconstruction project in the 2022 timeframe.

The project would generally follow the recommendations in the 2035 Transportation Plan which includes several intersection upgrades and a 6 lane divided concrete section throughout the reconstruction area. The project is large and expensive and could take a few planning cycles beyond 2022 to finally be programmed. This is the first step in getting a project like this in the funding queue.

C. Consultant Selection

Consultants will not be selected until the projects are programmed. Once programmed, an RFQ will be issued.

IV. IMPACT:

A. Strategic Impact:

Both Burdick and Broadway are on the secondary regional highway system and function as primary arterials through Minot. Because of their status and the significant volumes of traffic both corridors carry, maintenance funds will always be a high priority for these corridors.

B. Service/Delivery Impact:

During construction of both projects, likely half of the road section will be completed at a time. A complete shutdown will generally not be feasible, especially for long periods.

C. Fiscal Impact:

Because both corridors are on the secondary regional system, both corridors qualify for 90% federal/state funding. The City's local share would be 10% of construction and other eligible costs. The city share would be paid for by general obligation bonds, which is typical on federal aid projects. Engineering costs will be dependent on which agency takes the lead on the project. Broadway will be the NDDOT, but Burdick might be the City of Minot. On City led projects, generally the City will pay the full cost of engineering. These details will be worked out in the future as the projects are programmed.

Burdick Expressway:

Construction	\$1,193,000
Engineering	\$ 203,000
Total	\$1,396,000

City's anticipated cost share would be \$139,600 based on a full 10% cost share.

Broadway:

At this stage of programming and with little design information, an estimated range is typically provided. For this corridor, a range of \$24,000,000 to 28,000,000 is estimated which includes construction, engineering, and other miscellaneous costs. The City's 10% cost share would be in the range of \$2,400,000 to \$2,800,000. This range can vary greatly

until the project is fully scoped and designed. The purpose of this estimate is to help council understand the financial impacts to the city many years from now.

V. ALTERNATIVES

Alt 1. Council can choose to delay programming of these corridors. However, Burdick Expressway is in serious need of maintenance. The longer the delay, the higher the overall cost, especially if the corridor has to move into reconstruction due to deferred maintenance. Broadway must get into the programming queue. A delay in the programming could hurt the city years from now as the corridor comes closer to capacity and a capacity expansion project is too far out in the future.

VI. TIME CONSTRAINTS

The NDDOT programming deadline is February 23rd. Council needs to take action at the February 5th meeting to allow staff time to complete the applications and send to the NDDOT.

VII. LIST OF ATTACHMENTS

A. 5 Year Program

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION URBAN PROGRAM CITY OF MINOT - December 2017						
Fiscal Year	Program	Location	Type of Work	Total Cost	Federal Share	State Share
2018	Regional	US 2 & 52 Interchange	Lighting	\$2,100,000	\$1,699,530	\$400,470
2018	Regional	US 2 EB/WB (1 Mi W of Jct 83-W of 55th St)	Chip Seal	\$426,818	\$345,424	\$81,394
2018	Regional	Burdick Expressway (42nd St-W of 55th St)	Chip Seal	\$23,182	\$18,761	\$2,318
2018	Regional	42nd St (US 2 to 11th Ave)*	Chip Seal	\$18,750	\$15,000	\$3,750
2020	Urban Roads	31st Ave (Broadway - 13th St SE)	Reconstruction	\$8,620,000	\$6,934,892	\$0
						\$1,685,108

*Note: After DOT participation in this chip seal, road will be city responsibility.



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer *jm*

DATE: 1/18/2018

SUBJECT: **BLUFFS 8TH ADDITION DEVELOPMENT (PLAT) AGREEMENT
PROJECT (4298)**

I. RECOMMENDED ACTION

1. Recommend approval of the Development (Plat) Agreement by the Council.
2. Authorize the Mayor to sign the Development (Plat) Agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4100
Jacqueline Melcher, Assistant City Engineer	(701) 857-4100

III. DESCRIPTION

A. Background

This area was previously platted as Bluffs 2nd Addition Block 2, Lots 17 & 18 in June of 2013 and zoned R2 – “Two-Family Residential District”. The Developer wishes to re-plat Lots 17 & 18 into twenty-three smaller single family lots with the zoning designation staying the same. This item was approved by the Planning Commission and City Council in October of 2017. The Development agreement must be approved and signed before the plat will be recorded.

B. Proposed Project

Staff and the Developer, Professional Choice Properties, LLC, wish to execute and agreement relating to the obligations for development and conditions outlined by City Staff and approved by the Planning Commission and City Council.

The language is consistent with other agreements the City has executed in the past with other Developers. A security valued at 120% of all public street and utility infrastructure costs as determined by the design engineer's opinion of probable construction costs or by a contractor's bid shall be required and provided by the Developer to the City; the required security shall be in the form of an unconditional letter of credit or performance bond, and shall be submitted in a form acceptable to the City Attorney.

C. Consultant Selection
NA

IV. IMPACT:

A. Strategic Impact:
NA

B. Service/Delivery Impact:
NA

C. Fiscal Impact:
NA

V. ALTERNATIVES

NA

VI. TIME CONSTRAINTS

Council's approval of the recommendation is required before the re-plat can be recorded.

VII. LIST OF ATTACHMENTS

A. Bluffs 8th Addition Plat Development Agreement

BLUFFS 8TH ADDITION PLAT AGREEMENT

Required Improvements within publicly dedicated rights-of-way and easements serving the Bluffs 8th Addition to the City Minot / Ward County, ND

This Agreement is made this _____ day of _____, 2018 between the City of Minot, a municipal corporation (City), whose mailing address is P.O. Box 5006, Minot, ND 58702 and Professional Choice Properties, LLC A North Dakota Limited Liability Company (Developer), whose mailing address is 2915 10th St SW Minot, ND 58701.

WHEREAS, the Developer owns the property known as the Bluffs 8th Addition, more specifically described as: Bluffs 8th Addition, Block 1, Lots 1-16, and Block 2, Lots 1-7, located within the City of Minot corporate limits, for the purposes of the construction of residential lots within the City;

WHEREAS, the City is requiring the Developer to complete specific improvements and other conditions before granting further permits for the Development of the Bluffs 8th Addition;

WHEREAS, the purpose of this agreement is to memorialize the specific improvements and conditions the Developer shall complete before the City will authorize additional permits for the development of Bluffs 8th Addition;

WHEREAS, in addition to any specific improvements and conditions provided in this Agreement, Exhibits A and B are hereby incorporated herein by reference;

WHEREAS, the City is requiring the following improvements as conditioned within approval of the Bluffs 8th Addition Plat:

NOW, THEREFORE, it is hereby agreed and stipulated that the Developer shall complete the following before the City grants any further permits for the Development of the Bluffs 8th Addition:

1. Public Street and Utility Infrastructure Improvements
 - a. Developer shall install, at his sole cost, the sanitary sewer, storm sewer, and water main utilities including all services to all Lots to serve the development within the Bluffs 8th Addition.
 - b. Developer shall install, at his sole cost, the public urban street section and street lighting to serve the development within the Bluffs 8th Addition.
 - c. The required public street and utility infrastructure improvements are designed and included in the plans titled “Professional Choice Properties LLC Bluffs 8th Addition” which have been approved by the City and are on file with the Engineering Department.
 - d. All public street and utility infrastructure must be installed and tested per the City Standard Specifications and Details by the Developer.

- e. All public street and utility infrastructure must be inspected full time by an engineering firm, licensed to do work in North Dakota, and under the direction of a professional engineer, licensed to do work in North Dakota.
 - i. If at any time during construction the work is not being inspected by an engineering firm, the City may order the work to stop immediately until the work can be inspected. The City shall not be held responsible in any way for the work stoppage.
- f. The Developer shall warranty all public street and utility infrastructure work constructed as part of the Bluffs 8th Addition to be free of material and workmanship defects for a period of two years after final written acceptance by the City.
 - i. At any time during the two-year warranty period, the Developer shall correct any deficiencies found by the City. The Developer shall be responsible for the sole cost of correcting any deficiencies identified by the City including but not limited to contractor costs, attorney's fees, and engineering costs.
- g. The Developer shall submit record drawings certified by the engineer of record to the City for all public street and utility infrastructure installed as part of the Bluffs 8th Addition conforming to the City's Record Plan Policy on file with the Engineering Department. Record drawings shall be submitted hard copy, dwg, and GIS format.
- h. Security valued at 120% of all public street and utility infrastructure costs, as determined by a contractor's bid for the work or the design engineer's opinion of probable cost shall be required and provided by the Developer to the City; the required security shall be in the form of an unconditional letter of credit or performance bond, and shall be submitted in a form acceptable to the City Attorney.

2. Storm Water Management System

- a. Offsite storm water management for the Bluffs 8th Addition is included in the Bluffs Addition overall storm water management plan.

3. Erosion Control Practices

- a. Developer shall meet all erosion control practice requirements of the State of North Dakota.
- b. Developer shall obtain written approval from the City Engineer on all erosion control practices.

4. Planning Requirements

- a. A developer's agreement with the City of Minot shall be approved, executed, and recorded prior to recording of the plat.
- b. A storm water technical memorandum is required to determine adequacy of storm network to accept the development's storm water flows.
- c. Sidewalks are required along public right of ways.
- d. Connection fees are required for public sanitary sewer.
- e. Additional 10 feet of public right of way is required on 37th Avenue SE, east of the east leg of proposed right of way to accommodate sanitary sewer in the boulevard.

5. This Agreement shall be governed by and interpreted according to North Dakota law. The

appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

6. 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; 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 Developer, its successors and assigns in accordance with its terms.
7. Neither this Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing by all parties hereto.
8. If any part of this agreement shall be judged invalid, the remainder 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.
9. This agreement shall be recorded in the Ward County Register of Deed's Office, and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property association.

IN WITNESS WHEREOF, the parties hereto, after due authorization by its respective governing bodies/partners, hereby sign this agreement on the day and year first above written.

CITY OF MINOT, ND

By: _____
Chuck Barney, Mayor

Attest: _____
Kelly Matalka, City Clerk

PROFESSIONAL CHOICE PROPERTIES, LLC

By: _____
Duane Johnson
Professional Choice Properties, LLC
A North Dakota Limited Liability Company

STATE OF NORTH DAKOTA)
) ss
COUNTY OF _____)

On this ___ day of _____, 2018, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal) _____

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

EXHIBIT 'A'

Bluffs 8th Addition Plat

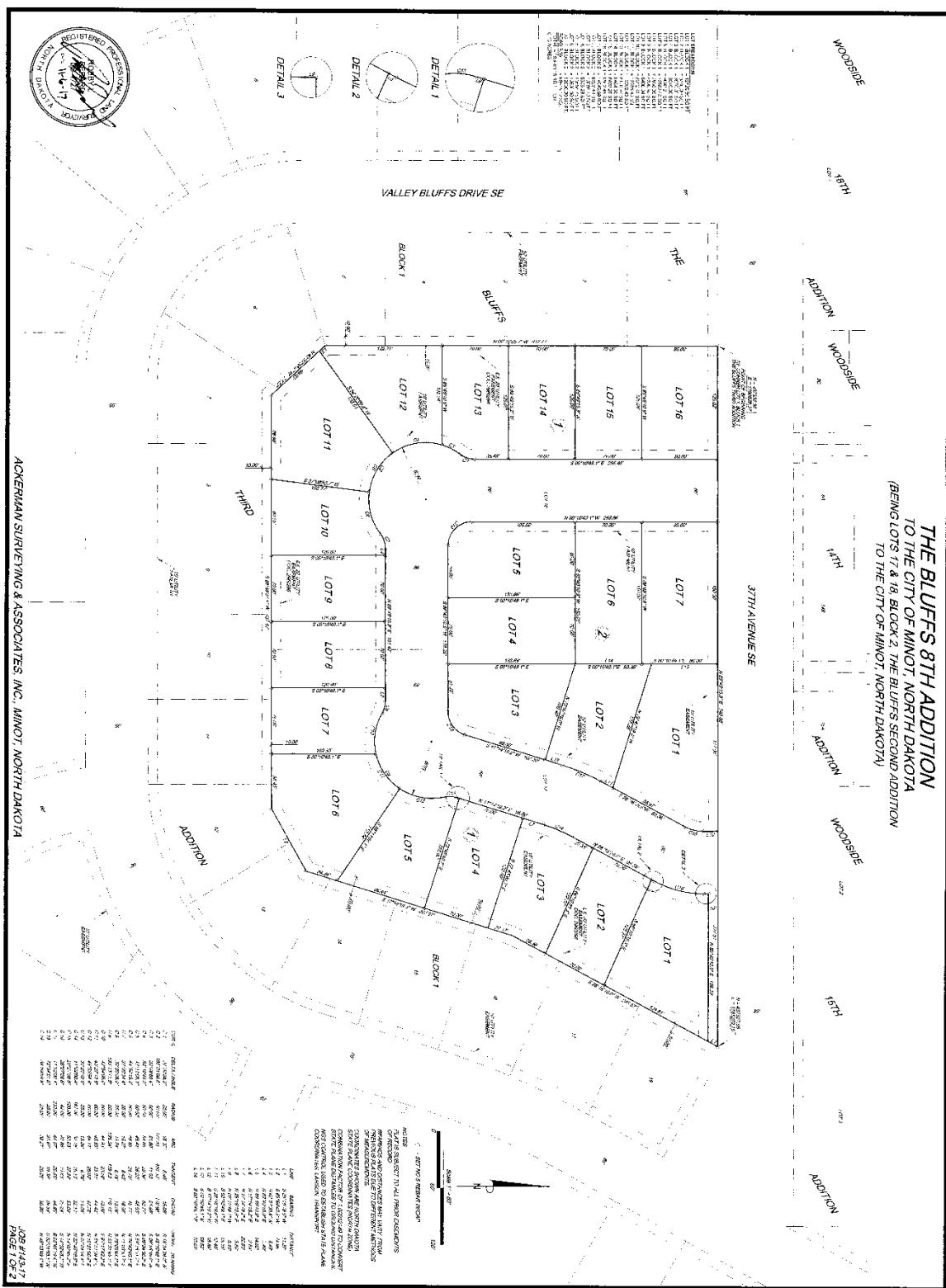


EXHIBIT 'B'

CITY OF MINOT DEVELOPMENT POLICY

In the interest of public safety and orderly development within the City of Minot a policy has been established that establishes what sequence of events needs to take place in order for building permits and occupancy permits to be issued for all residential, commercial, and industrial development within the City of Minot jurisdiction.

A. Building permits for individual sites will be issued upon:

1. Approval of a storm water management plan for the site or subdivision.
2. Approval of site plan or subdivision plans.
3. Installation and testing of necessary water and sewer main to serve the adjacent properties.
4. Adjacent streets or access easements to serve the properties have the appropriate gravel sections put in place.
5. Provide City with verification that proper state storm water permits have been obtained for the project.

Upon completion of the above items building permits will be issued as deemed appropriate by the Engineering department. It will be the developer's responsibility to maintain the gravel streets or access easements throughout the project in a manner sufficient to allow access for emergency vehicles and inspection personnel. If at any time, it is determined that the roadways have fallen into an unacceptable condition no further permits will be issued until the necessary corrections have been made.

B. Occupancy permits for individual sites will be issued upon:

1. Water and sewer mains serving properties have passed the appropriate tests.
2. Utilities to include gas and electric have been installed to the property.
3. Curb and gutter and one lift of asphalt have been installed in roadway or easement adjacent to property.



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer *JM*

DATE: 1/22/2018

SUBJECT: NEW PLOTTER FOR ENGINEERING PROJECT 4338

I. RECOMMENDED ACTION

1. Recommend approval to solicit bids for a new large format plotter/copier/scanner for the Engineering Department.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Jacqueline Melcher, Assistant City Engineer	857-4132

III. DESCRIPTION

A. Background

The Engineering Department has two large format machines in our inventory that are utilized by several Departments within the City. In 2009, the Engineering Department purchased the large format KIP 3100 black and white printer/scanner/copier primarily for the use of scanning large documents. In 2010 the Engineering Department purchased the Cannon IPF 810 large format color plotter. Due to their age, neither one of these devices are supported by the manufacturer and replacement parts are no longer available.

The KIP machine has been experiencing issues for several years. We have managed to keep the scanner working, but making copies is seldom possible. The department had plans to include a replacement in the 2019 City budget.

The color plotter has had no major issues and has served the City very well including thousands of color large format plots since the 2011 flood forward. The machine's main control unit quit working last week, and since replacement parts are no longer available, the machine is useless. The department had plans to replace the machine in the 2020 City budget.

B. Proposed Project

A multi-use device is now available that has the capability to scan, plot, and copy large format documents in color. This device will combine the two machines into one, thus saving space and maintenance costs. The Engineering Department will solicit bids to either purchase a new device or lease a device, whichever is more affordable to the City budget as this was an unplanned expense.

C. Consultant Selection

NA

IV. IMPACT:

A. Strategic Impact:

Large format scanners and plotters are an essential piece of equipment for any engineering department. The department has plotted maps, plans, posters, for every department in the City at some point. All graphics for public meetings and displays are plotted on the machine. In addition, building plans, plats, and other official large documents are scanned by the KIP machine and are filed for official public records. Both machines play a critical role in servicing the community.

B. Service/Delivery Impact:

Replacement parts for the two machines are discontinued so the Department is without the ability to plot or copy large format documents. The City will have to pay for any plots or copies that are needed until a new machine can be obtained.

The new machine will be more efficient and significantly reduce troubleshooting by Staff. Time will also be saved if a combination machine is obtained since several intermediate steps between scanning a document and plotting it can be eliminated.

C. Fiscal Impact:

The purchasing or leasing of the devise will be funded by Sales Tax Major Projects. Staff will put a bid package together that compares the bid versus lease options to obtain the most cost effective solution for the City. The anticipated purchase price of a machine is \$25,000-\$30,000, where a lease would be several thousand dollars a year.

V. ALTERNATIVES

Council could choose to wait until the 2019 budget for these machines to be replaced. In the meantime, the City is without the ability to print and copy large format documents. To outsource this cost, it would likely be the same as a yearly lease payment. Thus, the ability to plot and copy in house would be cost effective not to mention the staff time spent traveling and waiting for a service to perform this work.

VI. TIME CONSTRAINTS

The Engineering Department needs the ability to print or copy large format documents to perform daily functions and to assist other Departments.

VII. LIST OF ATTACHMENTS

NA



TO: Mayor Chuck Barney
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: January 30, 2018

SUBJECT: GA APRON: CHANGE ORDER AND FINAL PAYMENT (AIR029)

I. RECOMMENDED ACTION

1. Recommend approval of Change Order #2 for fabric delivery and markup along with removal of scarify and paint bead credit; and
2. Recommend approval of Pay Request #3 – Final to Wagner Construction for work completed on the General Aviation Apron Reconstruction project; and
3. Authorize Rick Feltner, Airport Director, to sign applicable Change Order and Final Payment documentation

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

III. DESCRIPTION

A. Background

This project was approved by City Council in December 2016 and advertised for in June 2017. The original contract amount was \$818,198.70; the City share was \$40,909.94.

B. Proposed Project

N/A

C. Consultant Selection

Ulteig Engineers was the consultant utilized on this project.

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

This project is being funded between the FAA, State Aeronautics, and the City. Funding is covered as follows: FAA – 90%, State Aeronautics – 5%, City – 5%.

Project Costs

Original Contract Amount	818,198.70
Cost Added: CO #1(previously approved)	20,672.40
Change Order #2	<u>1,380.01</u>
Adjusted Contract Amount	\$840,251.11

Final Payment Amount	\$19,025.68
<u>Project Funding</u>	
90% FAA	
5% State	
5% City	\$951.28

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow for final payment to be submitted in a timely manner, bringing the project one step closer to closeout.

VII. LIST OF ATTACHMENTS

- A. Change Order #2 – GA Apron
- B. Pay Request #2 – Final, General Aviation Apron

CHANGE ORDER - SECTION 1

Change Order Number 2
Date December 28, 2017
Airport Name Minot International Airport
Federal Grant # 3-38-0037-053-2017
Eng. Proj. # 16.02082

Contractor Wagner Construction, Inc.
Contract Date August 9, 2017
Contract Description General Aviation Apron Reconstruction

General Reason for Change

1. Contractor was charged a delivery fee for the fabric of change order #1. The closest fabric the supplier could get in the time frame required was located in South Carolina.
2. Fifteen percent contractor's markup for fabric of change order #1 and delivery fee.
3. Scarification of existing subgrade was removed from the project (see change order #1 for details). This is a credit for the removal of that work.
4. Type III paint bead was included in specifications. Contractor used Type I. This is the credit for the different paint bead used.

This change results in the following adjustment to the contract.

Total contract amount prior to this change order:	TOTAL	\$ <u>838,871.10</u>
	Non-AIP	\$ <u>0.00</u>
	AIP	\$ <u>838,871.10</u>

Increase/Decrease resulting from this change order:	TOTAL	\$ <u>1,380.01</u>
	Non-AIP	\$ <u>0.00</u>
	AIP	\$ <u>1,380.01</u>

Total contract amount including this change order:	TOTAL	\$ <u>840,251.11</u>
	Non-AIP	\$ <u>0.00</u>
	AIP	\$ <u>840,251.11</u>

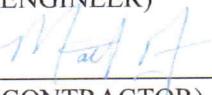
Contract time prior to this change order: 42 Working Days – To be complete by Dec 1, 2017

Change resulting from this change order: 0

Total contract time including this change order: 42 Working Days – To be complete by Dec 1, 2017

Approvals of Change Order by:


(ENGINEER)


(CONTRACTOR)

Date

1-3-18

01/02/18

(OWNER-AIRPORT)

CHANGE ORDER - SECTION 2

Summary of Changes

Change Order # 2
Federal Grant # 3-38-0037-0533-2017

Change Order - Section 3

Change Order No. 2
Federal Grant No. 3-38-0037-053-2017

a.	Project Item No.	Description
	1	Fabric Delivery Fee

Reason for Change

Contractor was charged a delivery fee for the fabric of change order #1. The closest fabric the supplier could get in the time frame required was located in South Carolina.

b.	Project Item No.	Description
	2	Contractors mark up for fabric (change order #1) and fabric delivery fee (change order #2)

Reason for Change

Typical contractor markup.

c.	Project Item No.	Description
	3	Removal of scarify credit

Reason for Change

Scarification of existing subgrade was removed from the project. This is a credit for the removal of that work.

d.	Project Item No.	Description
	4	Paint bead credit

Reason for Change

Type III paint bead was included in specifications. Contractor used Type I. This is the credit for the different paint bead used.

Change Order #2 Supplemental Information

12-22-2017

1. Justification

- a. Change is contractor's delivery fee for the fabric of Change Order #1. Because receiving the grant late in the year, there was a tight timeframe for construction. The fabric was needed in a timely manner. The only fabric available by the supplier of the project was in South Carolina. This change reflects the cost of the delivery to the project.
- b. Change is the contractor's markup for the fabric of Change Order #1 and the fabric delivery fee for Change Order #2. Fifteen percent is a typical markup for contractors.
- c. Scarification of the original subgrade was removed. There was an unknown layer of existing geogrid near the bottom of the subcut for the new pavement section. After review with the contractor, two soil testing firms and the owner; it was decided to keep the geogrid in-place and remove the scarification requirement. All of the required testing for the existing subgrade was completed and all passed.
- d. Type III paint beads were specified in the project manual. The contractor used Type I paint beads. Type I paint beads are typically used by the airport for apron centerline markings. The change is a credit for the cost difference of the two.

2. Cost Reasonableness

- a. The cost is reasonable. This is the actual cost charged to the contractor.
- b. The cost is reasonable. This is a typical mark-up percentage used by contractors.
- c. The cost is reasonable. Research was completed to calculate the actual cost of removing scarification of the existing subgrade. The cost was calculated by discussions with the contractor for this project, other contractors around the state and comparing to NDDOT records.
- d. The cost is reasonable. There was a very small amount of paint markings completed for this project. This cost difference represents a near majority of the cost for the overall painting in the project.

3. Consequences of Change Order

- a. The change order will have no consequences of contract time, engineering costs or construction observation costs.

4. Conformance to AIP Standards and Regulations

- a. The change will meet all known FAA design and construction standards. This project meets procurement standards and requirements, buy american and DBE provisions.



Pay Request #3-Final
General Aviation Apron Reconstruction
Minot International Airport
Minot, North Dakota
UEI Project No. R16.02082
Date: November 5, 2017 through December 27, 2017

Spec. No.	No.	Item	Unit	Quantity	Contract Amount		Completed to Date	
					Unit Cost	Ext. Price	Quantity	Ext. Price
G-100	1	Contractor Quality Control Program	LS	1	\$ 7,500.00	\$7,500.00	1	\$ 7,500.00
G-101	2	Mobilization	LS	1	\$ 44,000.00	\$44,000.00	1	\$ 44,000.00
G-103	3	Airport Safety Control	LS	1	\$ 5,500.00	\$5,500.00	1	\$ 5,500.00
G-103	4	Low Profile Barricades	LS	1	\$ 28,000.00	\$28,000.00	1	\$ 28,000.00
G-103	5	4' Orange Safety Fence	LF	1,324	\$ 6.00	\$7,944.00	1,277	\$ 7,662.00
G-104	6	Field Laboratory	LS	1	\$ 1.00	\$1.00	0	\$ -
G-107	7	Haul Road and Staging Area	LS	1	\$ 9,500.00	\$9,500.00	1	\$ 9,500.00
02050	8	Remove and Dispose of Underdrain and Edgedrain	LS	1	\$ 5,500.00	\$5,500.00	1	\$ 5,500.00
02050	9	Remove and Dispose of Tiedowns	LS	1	\$ 3,500.00	\$3,500.00	1	\$ 3,500.00
R-103	10	Rotomill Asphalt Pavement	SY	7,355	\$ 2.70	\$19,858.50	7,355	\$ 19,858.50
P-152	11	Unclassified Excavation	CY	4,970	\$ 12.00	\$59,640.00	4,970	\$ 59,640.00
P-152	12	Unclassified Excavation - Subgrade Repairs (As Needed)	CY	500	\$ 12.00	\$6,000.00	187	\$ 2,244.00
02246	13	Geotextile Fabric	SY	7,383	\$ 2.80	\$20,672.40	7,421	\$ 20,778.80
P-154	14	16" Subbase Course	SY	7,383	\$ 11.50	\$84,904.50	7,421	\$ 85,341.50
P-156	15	Silt Fence	LF	472	\$ 2.50	\$1,180.00	0	\$ -
P-156	16	Inlet Protection	Each	5	\$ 150.00	\$750.00	5	\$ 750.00
P-209	17	8" Crushed Aggregate Base Course	SY	7,383	\$ 27.10	\$200,079.30	7,421	\$ 201,109.10
P-401	18	Bituminous Pavement	TON	2,250	\$ 114.00	\$256,500.00	2,241	\$ 255,474.00
P-603	19	Bituminous Tack Coat	GAL	740	\$ 4.25	\$3,145.00	525	\$ 2,231.25
P-620	20	Runway and Taxiway Marking	SF	522	\$ 3.50	\$1,827.00	287	\$ 1,004.50
D-705	21	4 inch Perforated PVC Underdrain Pipe with Filter Sock	LF	1,599	\$ 15.00	\$23,985.00	1,639	\$ 24,585.00
D-705	22	Edgedrain Cleanouts	Each	1	\$ 1,900.00	\$1,900.00	1	\$ 1,900.00
T-901	23	Seeding	SY	546	\$ 1.00	\$546.00	546	\$ 546.00
T-905	24	Topsoil	CY	61	\$ 20.00	\$1,220.00	61	\$ 1,220.00
T-908	25	Bonded Fiber Matrix	SY	546	\$ 1.00	\$546.00	546	\$ 546.00
Plans	26	Tiedowns	Each	12	\$ 2,000.00	\$24,000.00	12	\$ 24,000.00
Total Base Bid						\$818,198.70		\$ 812,390.65

Analysis of Adjusted Contract Amount to Date

Original Contract Amount	\$ 818,198.70
Plus: Cost Added by Change Order # 1	\$20,672.40
Plus: Cost Added by Change Order # 2	\$1,380.01
Less: Cost Deducted by Change Order	
Adjusted Contract Amount to Date	\$840,251.11

Analysis of Work Performed

Original Contract Work Performed to Date	\$ 812,390.65
Change Order Work Completed	\$ 20,672.40
Change Order Work Completed	\$ 1,380.01
Total Cost of Work Performed to Date	\$ 834,443.06
Net Amount Earned on Contract Work to Date	\$ 834,443.06
Less Retainage (0%)	\$ -
Subtotal	\$ 834,443.06
Less: Amount of Previous Payments	\$ 815,417.38
Balance Due This Payment	\$ 19,025.68

Contractor's Certification

By Mark H Title Project Manager, Wagner Construction, Inc.

Date 01/02/18

Engineer's Recommendation

Payment of the above amount due this application is recommended.

By Ulteig, Ulteig Engineers, Inc.

Date 1-3-18

Owner's Acceptance

Payment of the above amount due this application is accepted

By _____ Title _____

Date _____



TO: Mayor Chuck Barney
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: January 30, 2018

SUBJECT: DESIGN THE RELOCATION OF CAR RENTAL OPERATIONS TO THE WEST SHORT TERM PARKING AREA

I. RECOMMENDED ACTION

1. Recommend approval for Airport engineering firm Ulteig to design modifications to the West Short-term parking lot so it can be utilized for car rental operations; and
2. Authorize Customer Facility Charges (CFC's), not to exceed \$20,000, to be utilized as the funding source; and
3. Authorize the Mayor to sign a scope of work agreement from Ulteig reflecting 1 and 2 (above).
4. Approve the 2018 Budget amendment to increase capital purchases.

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director

857-4724

III. DESCRIPTION

A. Background

Since the opening of the new passenger terminal in February of 2016, a source of frustration for customers and car rental companies has been the distance of the rental car return lot from the car rental counters. During the recent contract RFP process, car rental companies expressed an interest in moving their parking spots for both pick-up and return to the parking area west of the current short-term parking lot. This lot is currently not being utilized, and is the likely spot for placement of a rental car Quick Turn Around (QTA) facility at some point in the future. Modifications are likely to include re-design of the entrances and exits to separate rental car traffic from pay-parking traffic, construction of a sidewalk on the south side of the street, gates with associated ground loops, signage, and demolition of the old terminal monument.

In the interim, the pick-up and return locations have been moved to the Short-term lot across from the terminal. While this solution provides good proximity to the counters, it utilizes valuable spaces that could be better used for the generation of parking revenue. While there are still adequate numbers of spaces available for both pay parking and rental cars at this time, it is anticipated this entire lot will need to be dedicated to pay parking in the not too distant future. Additionally, the mixing of rental cars with paid parking creates operational difficulties with managing the entrance and exit gates, as well as accounting for time stamped parking tickets.

B. Proposed Project

Ulteig will design a solution that addresses the Airport's need for pay-parking in the short-term lot, as well as the need for car rental customers to be in closer proximity to the rental counters. This design will be funded through CFC's. The Airport Director will then bring the proposed construction project to the City Council for approval.

C. Consultant Selection

Ulteig is the Airport's Engineer of Record

IV. IMPACT:

A. Strategic Impact:

This project will improve both rental car and parking operations, and be compatible with future development of a QTA, if it becomes a feasible option at a later date.

B. Service/Delivery Impact:

Car rental customers will benefit from shorter walks in the elements to and from their rental cars. Rental car companies will enjoy a consolidated location which will not require as much vehicle shuttling as currently occurs.

C. Fiscal Impact:

This design is being funded by Customer Facility Charges (CFC's), which are daily charges added to the amount of a car rental customer's bill. CFC's may only be utilized for rental car associated projects. The current balance of CFC funds available for the Airport to use is \$638,000. The companies serving MOT have approved the use of CFC's for this design, and for the actual construction. No local tax revenue or FAA funds will be utilized

Project Costs

Not to exceed \$20,000

Project Funding

CFC's not to exceed \$20,000. Current CFC balance is \$638,000.

V. ALTERNATIVES

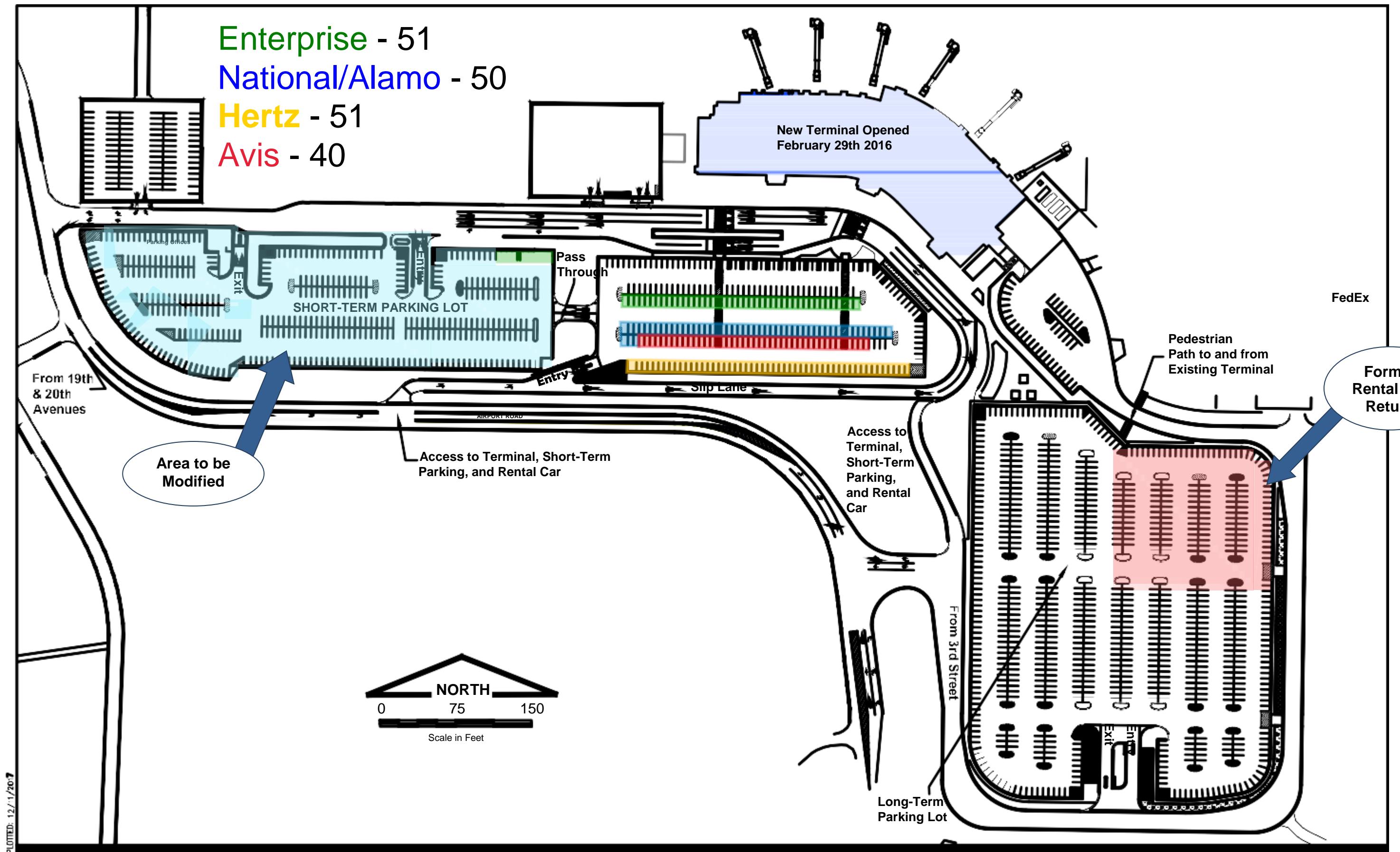
Alt 1. Committee and Council could put off this design until such time as there are insufficient spaces in the Short-term lot to accommodate both rentals and pay-parking. At that time, the design will either need to move forward, or the rental cars will need to revert to their former location in the Long-term parking lot.

VI. TIME CONSTRAINTS

Approval of this request will allow the Airport to make the necessary modifications during the upcoming construction season.

VII. LIST OF ATTACHMENTS

- A. Current Layout of Parking Lots and Car Rental Locations
- B. 2018 BA – RAC Relocate Car Rental Return



Minot International Airport
Parking Lot Facilities

LEGEND

Vehicle Routes

Existing Terminal Building

Area to be Modified

Former Rental Car Return

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO APPROVE AN INCREASE OF
THE AIRPORT CAPITAL PURCHASES FOR THE DESIGN TO RELOCATE THE CAR
RENTAL OPERATIONS TO THE WEST SHORT TERM PARKING AREA AT THE AIRPORT
AND WILL WILL BE FUNDED WITH CUSTOMER FACILITY CHARGE (CFC) REVENUE.**

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

§1: Amend the 2018 annual budget to increase the airport capital purchases for the design of relocating the car rental operations to the west short term parking lot:

100-0000-165.14-00		\$20,000
--------------------	--	----------

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Matacka, City Clerk



TO: Mayor Chuck Barney
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: January 30, 2018

SUBJECT: CONSENT TO MORTGAGE OF LEASEHOLD INTEREST, AVFLIGHT LEASED PREMISES

I. RECOMMENDED ACTION

1. Recommend Committee and Council consent to the grant by Avflight Minot to Comerica of the Mortgage with respect to Avflight Minot's leasehold interest under the Lease and in the Leased Premises, upon the condition that the net proceeds of such mortgage be devoted exclusively to the purpose of acquiring or developing the Leased Premises and the Initial Improvements thereon; and
2. Authorize the Mayor to sign the attached consent document

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director	857-4724
Stefanie Stalheim, Asst. City Attorney	857-4190
David Lakefield, Finance Director	857-4784

III. DESCRIPTION

A. Background

Comerica has previously loaned or committed to loan to Avflight Corporation, \$30,000,000, a portion of which has funded or will fund the acquisition and renovation by Avflight Minot Corporation of the land, building and other improvements on the land described in Exhibit A. being leased by the City to Avflight Minot pursuant to the Lease Agreement dated December 13, 2017. As such, Comerica has required that Avflight Minot grant to Comerica a Mortgage of its leasehold interest in the Leased Premises as a condition to continued funding under the Loan. Under this Consent Agreement, the City Agrees to the following as attached:

- The City will not claim a breach, cancel or terminate its performance under the Lease without 30 days' written notice to Comerica and a 30-day cure period. The cure period may be extended per the conditions in Paragraph 7.
- In the event that Comerica forecloses on the mortgage and takes possession of the Leased Premises, the City will be bound by all of the terms and conditions of the Lease
- The City will not terminate or cancel the lease based upon Comerica's exercise of its right of receivership.
- The City reserves the right to proceed directly against Avflight Minot for any claim of breach occurring under the Lease so long as Avflight Minot remains in possession of the Leased Premises.

B. Proposed Project

N/A

C. Consultant Selection
N/A

IV. IMPACT:

A. Strategic Impact:

City approval is a condition of Avflight's mortgage agreement with Comerica, and will allow them to conclude their financial transaction related to leasing the premises from the Airport.

B. Service/Delivery Impact:

\$30,000,000 has been loaned to Avflight to fund the acquisition and renovation of the land, building, and other improvements.

C. Fiscal Impact:

N/A

V. ALTERNATIVES

Alt 1. The City Council could withhold approval, which would lead to termination of the lease agreed to by Avflight and the City executed in December 2017.

VI. TIME CONSTRAINTS

AvFlight is required by Comerica to gain the City's approval within 60 days of the execution of the lease agreement.

VII. LIST OF ATTACHMENTS

A. City of Minot, North Dakota Consent to Mortgage of Leasehold Interest

CITY OF MINOT, NORTH DAKOTA

CONSENT TO MORTGAGE OF LEASEHOLD INTEREST

THIS CONSENT TO MORTGAGE OF LEASEHOLD INTEREST is entered into this ____ day of _____, 2018, by and between Comerica Bank, a Texas banking association, whose address is 3501 Hamlin Road, Ste. 3, Auburn Hills, Michigan 48326, Attention: Middle Market - Metro C Financial Center, Mail Code 5240 (hereinafter referred to as "Comerica") and the City of Minot, North Dakota (hereinafter referred to as "City").

WHEREAS, Comerica has previously loaned or committed to loan to Avflight Corporation, a Michigan corporation, whose address is 47 West Ellsworth Road, Ann Arbor, MI 48108 (hereinafter referred to as "Avflight Corporation") \$30,000,000 as evidenced by the Third Amended And Restated Master Revolving Note executed by Borrower and delivered to Mortgagee on or about January __, 2017, as amended (the "Loan") a portion of which has funded or will fund the acquisition and renovation by Avflight Minot Corporation, a Michigan corporation, whose address is 47 West Ellsworth Road, Ann Arbor, MI 48108 (hereinafter referred to as "Avflight Minot") of the land, building and other improvements on the land described in Exhibit A (collectively, the "Leased Premises") being leased by the City to Avflight Minot pursuant to the Lease Agreement dated December 13, 2017, a copy of which is attached as Exhibit B; and

WHEREAS, Comerica has required that Avflight Minot grant to Comerica a Mortgage of its leasehold interest in the Leased Premises (the "Mortgage") as a condition to continued funding under the Loan.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the payment of One and no/100 (\$1.00) Dollar and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. The City hereby consents to the grant by Avflight Minot to Comerica of the Mortgage with respect to Avflight Minot's leasehold interest under the Lease and in the Leased Premises, upon the condition that the net proceeds of such mortgage be devoted exclusively to the purpose of acquiring or developing the Leased Premises and the Initial Improvements thereon.

2. The City acknowledges that Comerica may have no means of determining in due course when the City claims default under the Lease. Therefore, the City agrees it will not claim a breach entitling to rescind, cancel or terminate its performance under the Lease, nor will it claim any right to additional consideration, time or performance, unless the City shall have given prior written notice to Comerica of such breach, and Comerica shall have thirty (30) days from the receipt of such notice to remedy or cure any claims of breach by the City. During this period, upon Comerica's request, the City will continue its performance under the Lease in accordance with the terms thereof. No claim of rescission, cancellation or default under the Lease shall be binding upon Comerica in the absence of such notice nor shall anything herein require Comerica to remedy or cure any breach or default. Upon the cure of any default or breach by Comerica, the City shall continue to perform its obligations thereunder to or for the benefit of Comerica, if Comerica is then acting pursuant to this Agreement.

3. Comerica agrees that, in the event that Comerica forecloses on the Mortgage and takes possession of the Leased Premises, it will be bound by all of the terms and conditions of the Lease.

4. The City agrees that it will not terminate or cancel the Lease based upon Comerica's exercise of its right to have a receiver appointed to operate the Leased Premises as provided in the Mortgage, so long as Comerica and the receiver abide by the terms and conditions of the Lease.

5. Comerica acknowledges that, subject to the terms of this Agreement, the City has not subordinated its rights under the Lease to the Mortgage, that Avflight Minot's interest in the Leased Premises is subject to the Lease and that Comerica has no greater interest in the Leased Premises than that held by Avflight Minot.

6. Notwithstanding the rights granted to Comerica under this Agreement, the City reserves the right to proceed directly against Avflight Minot for any claim of breach occurring under the Lease so long as Avflight Minot remains in possession of the Leased Premises.

7. In addition to the rights on default granted to Comerica in the above paragraphs, the parties acknowledge that in the event of a declaration of a default based on non- monetary breaches of the Lease, Comerica may need additional time and cooperation to cure those defaults. In the event that the City gives notice to Avflight Minot of any alleged failure to perform any obligation or condition under the Lease, excluding obligations or conditions which can be satisfied by the payment of money, then Comerica shall have the right to notice and cure recited in paragraph 2 above, and additionally shall have sufficient time in excess of the thirty (30) day cure period cited above to cure the default by whatever steps are reasonable, including foreclosing on its Mortgage, taking possession of the Leased Premises and releasing, subleasing, or assigning to a new tenant for the Leased Premises approved by the City (which consent shall not be unreasonably withheld by the City) The right of Comerica to extend its cure period under this paragraph in excess of the thirty (30) day period granted above shall be conditioned upon the payment by Comerica of the rent provided for in the Lease during such period.

SIGNATURES ON NEXT PAGE

EXECUTED as of the date first written above.

WITNESSES:

CITY OF MINOT, NORTH DAKOTA

WITNESSES:

COMERICA BANK, a Texas banking association

STATE OF NORTH DAKOTA)

COUNTY OF WARD)
) ss

On this ____ day of _____, 2018, before me personally appeared _____ the _____ of the City of Minot, North Dakota, to me known to be the persons described in and who executed the foregoing instrument that they executed the same as their free act and deed.

STATE OF MICHIGAN)
) ss
COUNTY OF)

Notary Public, Minot County, North Dakota
My City expires: _____

On this _____ day
_____, _____, _____
person described in and who ex-

On this _____ day of _____, 2018, before me personally appeared _____, _____ of Comerica Bank, to me known to be the person described in and who executed the foregoing instrument that he executed the same as his free act and deed on behalf of the Bank.

Notary Public, _____ County, Michigan
My City expires: _____

EXHIBIT A

Legal Description of Leased Premises

Lease:

Lots 1 and 2, Minot International Airport Third Addition to the City of Minot,
Ward County, North Dakota

AND

Lot 1, Block 9, Minot International Airport Second Addition to the City of Minot,
Ward County, North Dakota

Right of First Option:

Lot 2, Block 2, Minot International Airport Second Addition to the City of Minot,
Ward County, North Dakota

EXHIBIT B

Minot International Airport Amended and Restated Lease and Full Service Operator Agreement

By and Between

The City of Minot, North Dakota

And

Avflight Minot Corporation

December 13, 2017

MINOT INTERNATIONAL AIRPORT
AMENDED AND RESTATED
LEASE AND FULL SERVICE OPERATOR AGREEMENT

BY AND BETWEEN

THE CITY OF MINOT, NORTH DAKOTA

AND

AVFLIGHT MINOT CORPORATION

DECEMBER 13, 2017

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SCHEDULE A – MINIMUM INSURANCE REQUIREMENTS

EXHIBIT A – GENERAL AVIATION TERMINAL LEASED PREMISES

EXHIBIT B – LOT 1 HANGAR LEASED PREMISES

EXHIBIT C – CITY OWNED FUEL FARM LEASED PREMISES

EXHIBIT D – GENERAL AVIATION PARKING RAMP

EXHIBIT E – LOT 9 WESTSIDE DEVELOPMENT

**AMENDED AND RESTATED
LEASE AND FULL SERVICE OPERATOR
AGREEMENT**

THIS AGREEMENT, made and entered into on December 13, 2017 by and between the City of Minot, North Dakota, a municipal corporation, hereinafter, the "City", and Avflight Minot Corporation, hereinafter referred to as the "Lessee".

WITNESSETH THAT:

WHEREAS, the City is the owner and operator of the Minot International Airport, hereinafter, the "Airport", located in the County of Ward, State of North Dakota, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and

WHEREAS, City and Lessee desire to amend and restate the non-exclusive Lease and Full Service Operator Agreement entered into by and between the City and Minot Aero Center that commenced on January 1, 2010, hereinafter, the "Agreement"; and

WHEREAS, the Minot Aero Center is assigning its rights and delegating its duties under the Agreement to Lessee effective December 13, 2017; and

WHEREAS, the parties also desire to incorporate the Leased Premises, terms, and conditions included in the Amendment to the Full Service Operator Agreement dated August 11, 2017 into the Amended and Restated Lease and Full Service Operator Agreement; and

WHEREAS, the parties agree that the Agreement grants Lessee the use of certain Leased Premises at the Airport as hereinafter defined, and the use, together with others, of the Airport and its appurtenances following the transfer of ownership;

NOW THEREFORE, in consideration of the Leased Premises provided herein, the rights and privileges and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. BASE TERM AND OPTION TERM

- a. The Base Term of this Agreement shall be for a period of thirty (30) years and twenty (20) days, commencing on December 13, 2017 and remain in effect for a period of thirty (30) years and twenty (20) days until December 31, 2047, unless terminated sooner as provided for herein. The City hereby grants to the Lessee one (1) Option Term to extend the Term of this Agreement for one (1) additional ten (10) year period under the terms and conditions contained herein. To exercise the Option Term, Lessee shall give the City at least one year's prior written notice of its intent to exercise the Option Term and shall not be in default of any of its obligations

hereunder at the time of providing notice to the City. The Option Term is conditioned upon there being no disapproval by the Federal Aviation Administration with regard to the Term of the Agreement. The Parties agree and understand that approval or disapproval by the Federal Aviation Administration is beyond the control of the City.

2. LEASED PREMISES

- a. General Aviation Terminal – Arrivals/Departures Building: City hereby leases to Lessee those portions of the General Aviation Terminal – Arrivals/Departures Building which are shown and depicted in the attached Exhibit A, which is attached hereto and incorporated by reference as a part of this Agreement. Lessee shall use the designated portions of the General Aviation Terminal – Arrivals/Departures Building to include 2,468 square feet of office and storage space, 1,152 square feet of garage space, and 2,588 square feet of common use space for a total six thousand two hundred and eight (6,208) square feet in its operation in the General Aviation Terminal – Arrivals/Departures Building.
- b. LOT 1 Hangar: City hereby leases to Lessee forty-nine thousand one hundred eighty-seven (49,187) square feet of space and the adjacent vehicle parking area as identified in Exhibit B for operation of a thirty-two thousand five hundred fifty (32,550) square foot hangar as identified in Exhibit B, which is attached hereto and incorporated by reference as a part of this Agreement.
- c. City Owned Fuel Farm: City hereby exclusively leases to Lessee approximately 24,600 square feet of space for the storage of fuel tanks, dispensing equipment, and refueler truck storage as identified in Exhibit C, which is attached hereto and incorporated by reference as a part of this Agreement.
- d. General Aviation Parking Ramp – Lessee shall have non-exclusive use of the General Aviation Parking Ramp as identified in Exhibit D, which is attached hereto and incorporated by reference as a part of this Agreement. The City will establish a parking fee schedule annually and Lessee shall be responsible for collecting such fees and remitting to the City monthly. Lessee shall retain forty percent (40%) of the General Aviation Parking Ramp Fees collected and deduct such from the Lessee's monthly payment. Lessee shall report to the City on a monthly basis on a form provided by the City the total monthly parking activity and the amount to be remitted to the City.
- e. The General Aviation Terminal – Arrivals/Departures Building, Lot 1 Hangar, City Owned Fuel Farm, and General Aviation Parking Ramp leased to Lessee under this Agreement shall be referred to collectively as the "Leased Premises".

f. The City hereby agrees to grant the Lessee a right of first option to lease the property consisting of approximately 16,800 square feet and improvements referred to as Lot 9 Westside Development (“Maintenance Hangar”) as identified in Exhibit E to the Lessee following expiration or termination as outlined in the current Maintenance Hangar Lease with NACH, LLC. The City will notify Lessee a minimum of one hundred fifty (150) calendar days prior to the expiration or termination of the Agreement. Lessee will have ninety (90) calendar days to indicate its desire to enter into an Agreement with the City. If not received within the ninety (90) day period, the City may pursue leasing the property to any interested party. If the City and Lessee enter into a new lease for the Maintenance Hangar, the Parties agree that the rental rate shall be the then current rate being paid by the prior tenant (NACH, LLC) at the time the present lease expires or terminates, increased by seven percent (7%) which rate shall be effective for the first five (5) years of the Agreement. Rates will be subject to adjustment every five (5) years with the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater. If Lessee ultimately leases the Maintenance Hangar, any reference to “Leased Premises” shall include the Maintenance Hangar, in addition to the premises described in subarticle 2(e), effective at the time Lessee begins leasing the Maintenance Hangar.

3. RENT

a. General Aviation Terminal – Arrivals/Departures Building: For the use and occupancy of the Leased Premises of the General Aviation Terminal – Arrivals/Departures Building and privileges herein granted, the Lessee agrees to pay a monthly rental amount to the City commencing on December 13, 2017, of two thousand two hundred ninety-three dollars and fifty cents (\$2,293.50) due and payable on the first of the month. Commencing on January 1, 2018 through December 31, 2022. Lessee agrees to pay to the City an annual amount of thirty thousand thirty-eight dollars and sixteen cents (\$30,038.16) in equal monthly payments of two thousand five hundred three dollars and eighteen cents (\$2,503.18) due and payable on the first day of the month. Lease payments shall be payable at the business address of the City of Minot, which is contained in this Agreement.

Rates will be subject to adjustment commencing on January 1st every five (5) years with the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

b. Lot 1 Hangar – For the use of the Lot 1 Hangar, commencing on December 13, 2017, Lessee shall pay to the City a monthly rent amount of five hundred fifty-eight dollars and twelve cents (\$558.12) due and payable on the first of each month. Commencing on January 1, 2018 through December 31, 2022, Lessee agrees to pay to the City an annual amount of seven thousand one hundred sixty-six dollars and twenty-eight cents (\$7,166.28) in equal monthly payments five hundred ninety-seven dollars and nineteen cents (\$597.19) due and payable on the first day of the month. Lease payments shall be payable at the business address of the City of Minot, which is contained in this Agreement.

Rates will be subject to adjustment commencing on January 1st every five (5) years with the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

c. Fuel Farm – For exclusive use of the Fuel Farm, Lessee shall pay to the City for 24,600 square feet an annual amount of twenty cents (\$0.20) per square foot annually for a total annual amount of four thousand nine hundred twenty dollars (\$4,920.00) paid in equal monthly payments of four hundred ten dollars (\$410.00) due and payable on the first of each month.

Rates will be subject to adjustment commencing on January 1st every five (5) years with the adjustment being the total of the Consumer Price Index for the Minot region for the previous five-year period aggregated, or an increase of seven percent (7%) whichever is greater.

The parties recognize that due to the extended Term of this Agreement, additional investment is likely for either major maintenance, replacement, or expansion of the Fuel Farm during the Base Term and Option Term. If Lessee and the City are in mutual agreement and desire to undertake any major maintenance, replacement, or expansion of Fuel Farm and/or equipment, Lessee shall submit a plan to the City in writing with the desired improvement and an estimated cost. Each such improvement shall be funded as follows: (i) the first twenty-five thousand dollars (\$25,000) of the improvements shall be split and paid evenly by Lessee and City and the City will provide a rent credit equal to fifty percent (50%) of the total Fuel Farm monthly rental payments from the date of substantial completion of the improvement until the rent credits applied have equaled Lessee's expenditure; (ii) the next twenty-five thousand dollars (\$25,000) shall be paid by Lessee and shall constitute and satisfy a portion of Lessee's Capital Investment Commitment; and (iii) any amount in excess of the first fifty thousand dollars

(\$50,000) shall be split and paid evenly by Lessee and City. Payment by the City shall be made within thirty (30) days of written notice of the completion of the improvement. The parties agree that any amount expended by Lessee will satisfy the Capital Investment Commitment requirement for the identified amount.

d. Pro Rata Rent - In the event that occupancy does not occur on the first of any month during the Term of this Agreement, Rent shall be pro-rated for the portion of the month for which occupancy occurred.

e. Capital Investment Commitment – The parties recognize that due to the extended Term of this Agreement, major maintenance of the Leased Premises will likely be required. In exchange for the extended Base Term and Option Term, Lessee agrees to fund as part of a Capital Investment Commitment an amount of five thousand dollars (\$5,000) to be used in the first ten (10) years of the Agreement; forty thousand dollars (\$40,000) during the second ten (10) years of the Agreement; fifty thousand dollars (\$50,000) during the third ten (10) years of the Agreement; and sixty thousand dollars (\$60,000) during the Option Term, if exercised. The funding will be provided by the Lessee if the City and Lessee mutually agree to fund major maintenance or capital improvements to the Leased Premises. To the extent that any such maintenance or capital improvements are required for the General Aviation Terminal – Arrivals/Departures Building, Lessee shall only be required to pay its pro rata share based upon the percentage of the total square footage that Lessee occupies with any additional cost or expense to be funded by the City. The City will consult with the Lessee when a need is defined and determine the best resolution in collaboration with the Lessee. The City will use its best efforts to seek grant funding for any improvement. The contribution of the Lessee would only be used for any amount required net of grants. Upon agreement of the parties and upon a notice to proceed with the improvement, the required funds would be remitted to the City upon demand.

4. LESSEE'S OBLIGATIONS FOR LEASED PREMISES

In accordance with the terms and conditions contained herein, Lessee agrees to perform the following:

- a. Lessee shall maintain property insurance insuring the full replacement value of the Leased Premises (except for the General Aviation Terminal – Arrivals/Departures Building) at its sole cost. Within thirty (30) calendar days of the City's written request, the Lessee shall provide written proof of insurance to the City of a property insurance policy insuring the full

replacement value of the Leased Premises. The City shall maintain property insurance insuring the full replacement value of the General Aviation Terminal – Arrivals/Departures Building.

- b. Lessee agrees to pay for all water, trash, sewer, janitorial services and products, electricity, light, heat, gas, power, fuel, cable TV, internet service, telephone service, and other services incident to Lessee's use of the Leased Premises and to keep the Leased Premises in reasonable condition, normal wear and tear excepted.
- c. The Lessee agrees not to make any unlawful, improper, or offensive use of the Leased Premises and to observe all the laws of the state of North Dakota and the ordinances of the City of Minot, currently in existence, or subsequently enacted, relating to said Leased Premises.
- d. The Lessee agrees to permit the City of Minot at all reasonable times to enter and examine the Leased Premises and to make necessary repairs for the protection of the Leased Premises. The City is entitled to recover its reasonable costs and expenses from the Lessee to make any necessary repairs that the City reasonably determines are necessary due to the Lessee's use of the Leased Premises, normal wear and tear excepted.
- e. Except as otherwise provided herein, the Lessee agrees to perform and fund all required maintenance, except for capital expenditures, related to normal wear and tear resulting from operations for all Leased Premises, excluding the Fuel Farm.
- f. The City and Lessee will determine a funding plan and scope of work for infrastructure repairs or replacement on the Leased Premises as provided for in Article 3 (e) prior to the commencement of any work. Funding of any repairs and replacements, unless otherwise provided in this Agreement, shall be at the shared cost and expense of City and Lessee to be determined for each repair and replacement.
- g. Lessee shall keep the walkways and vehicle parking areas of the Leased Premises free of accumulations of debris, snow, and ice and to cut and maintain the grass, shrubs, plants, and trees on the Leased Premises. Lessee shall clean and remove debris and snow within ten (10) feet of all borders of leased space on the air operations area (AOA) of the airport. Lessee shall be responsible for removal of snow and ice on the aircraft tie-down areas on the ramp.
- h. Lessee agrees to provide twenty-four (24) hour per day, three hundred sixty-five (365) days a year for the fuel and line services offered by the Lessee with a minimum sixty (60) minute response time for airport users requesting such fuel and line services provided and shall provide such other services as required of a Full Service Operator ("FSO") at times as specified in the Minimum Standards and shall cause any Sublessee providing such other services on behalf of Lessee to provide such other services at times as specified in the Minimum Standards. Lessee shall post after hour contact information on a website or comparable communications method.

- i. Failure by Lessee to uphold the obligations described in Article 4 shall subject this lease to termination by the City pursuant to Subarticle 21(c) of this Agreement.

5. REVERSION OF THE LEASED PREMISES AT THE END OF THE TERM

Lessee agrees to surrender the Leased Premises including all improvements to the City of Minot at the end of the Base Term, or Option Term, if executed, or if terminated pursuant to Subarticle 21(c) of this Agreement.

6. SALES COMMISSION

- a. The Lessee shall, on or before the fifteenth day of each calendar month following service during the Base Term and Option Term, if executed, pay to the City, without further demand an amount equal to two percent (2%) of the Gross Revenues received by Lessee (excluding any amount for sale of fuel on which the Fuel Flowage Fee applies or is otherwise waived by the City) earned or received by Lessee from the provision of FBO Services at the Airport.
- b. Together with its payment, Lessee shall submit to City a statement, in such form as City may reasonably require, and signed by an authorized representative of the Lessee, which sets forth the total amount of Gross Revenues so derived, the concessionable revenues (any product or service provided by the FSO, sublessee, or subcontractor for sale, excluding fuel), and the net amount to the City. Lessee also agrees, upon written request by the City and within five (5) business days, to make available the appropriate documents in Lessee's possession that are reasonably required to conduct an audit of the information provided.
- c. For purpose of calculating any fees and charges payable to the City, the term "Gross Revenues" shall mean all income or receipts from any source whatsoever, derived by Lessee or any agent, or authorized subcontractor, sublessee, or sub-licensee of Lessee from Full Service Operation Services provided or otherwise from business activities described in the Minimum Standards, as may be amended from time to time, conducted on, about or otherwise originating from the Airport. Gross Revenues shall not include:
 - j. The amount of any separately stated federal, state or local sales or use taxes imposed upon the Lessee, its agents, or authorized subcontractors or sub-licenses or their customers and collected by Lessee, its agents or authorized subcontractors or sub-licensees;
 - ii. The amount of any separately stated excise or similar taxes on aviation gasoline, jet fuel, or lubricating oil sold or delivered by Lessee or its agents or authorized subcontractors or sub-licensees paid by Lessee; or:

- iii. The amount of any landing fees, apron tie-down fees, or other fees collected for or on behalf of the City by Lessee or its agents or authorized subcontractors and sub-licensees and paid by Lessee to the City.
- iv. Any revenues generated through brokerage or sale of used or new aircraft restoration and/or plane sales.

All computations in the determination of Gross Revenues shall be made in accordance with the provisions of this Agreement.

7. FAILURE TO MAKE PAYMENT

Failure to pay all rent, fees, and charges when due or to comply with any other of the Lessee's financial obligations to the City under this Agreement following written notice and a thirty (30) day cure period, shall be considered an event of default; provided, however, if the City provides notice of payment default more than two (2) times within any twelve (12) month period, the City reserves the right to require the Lessee to prepay an amount equal to one hundred fifty (150%) percent of twelve (12) months' rent payments upon thirty (30) days' notice from which Lessee's future payments of rent, fees, and charges shall be deducted until the balance is exhausted at which time Lessee shall resume making all payments pursuant to the terms of this Agreement. All amounts not paid by the Lessee when due shall bear interest at 1.5% per month. If the Lessee does not cure the default within the thirty (30) calendar day notice period and the period is not extended by the City, the Agreement is terminated and the Lessee must vacate and surrender the Leased Premises within ten (10) calendar days upon issuance of a written NOTICE OF EVICTION.

8. USE OF LEASED PREMISES AND AIRPORT FACILITIES

- a. The Lessee and any authorized sublessee, approved by the City, shall occupy and use the Leased Premises and Airport facilities in accordance with the terms and uses defined in the Minimum Standards for Commercial Aeronautical Activities, as may be amended from time to time. A copy of the current Minimum Standards is available in the Airport Director's office. In the event that the Minimum Standards are revised, Lessee will be consulted with during the review and revision process.
- b. If Lessee contracts with or subleases facilities or services to independent third parties, those parties not using the Leased Premises must have entered into a Lease or Operating Agreement with the City in order to be eligible to provide services on behalf of Lessee.
- c. The Agreement shall give the Lessee the non-exclusive right to sell aviation fuel and provide into-plane services for airlines at the Airport.

- d. Lessee, its agents, employees, suppliers, subcontractors, sublessees, and invitees shall have the right of ingress and egress to and from the Leased Premises and the public use areas/facilities used in connection therewith, over the Airport property and roadways, subject to the Rules and Regulations and Minimum Standards for Commercial Aeronautical Activity governing the use of the Airport, as amended by the City from time to time.
- e. Lessee agrees for itself, its agents and employees that it will not willfully perform any acts or carry on any practices which could result in the necessity to repair or replace Airport property, normal wear and tear excluded, or be a nuisance or menace to other users of the property. Any damages incurred or resulting from acts or practices defined in this paragraph, other than normal wear and tear, shall be the sole responsibility of the Lessee and repaired at the Lessee's sole expense.
- f. City covenants that upon paying the rent, fees, and charges and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Leased Premises.
- g. City covenants and agrees that it is in lawful possession of the Leased Premises and has good and lawful authority to execute this Agreement.

9. LESSEE'S RIGHTS AND OBLIGATIONS

- a. Subject to and in accordance with all applicable laws and ordinances and such Rules and Regulations as may be adopted by the City for the operation thereof, Lessee may together with others, use the Airport and its appurtenances together with all public use areas/facilities for the purpose of conducting its business as authorized in accordance with Article 8 hereof. The privileges granted hereby shall be non-exclusive, and include, without limiting the generality thereof, the use of the Airport and its appurtenances for the purpose of landing, take-off, loading and unloading, taxiing, and parking of Lessee's and Lessee's customers, and sublessee or subcontractor's aircraft or support equipment. Personnel conducting business at the Airport shall be neat, clean and courteous. Lessee shall not permit its agents, contractors, sublessee, or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. Lessee agrees to require its employees or approved sublessees or subcontractors to wear suitable attire and carry badges or other suitable means of identification in a visible manner above the waistline as required by the Department of Homeland Security and the Federal Aviation Administration.
- b. Lessee shall observe and comply with any and all applicable Federal, State and local laws, statutes, ordinances and regulations and shall abide by and be subject to all Rules and

Regulations and Minimum Standards for Commercial Aeronautical Activities, which may be amended from time to time, which are now or may be promulgated by the City concerning operation and use of the Airport. Aircraft maintenance services provided through a Single Service Operator (“SSO”) or a Multiple Service Operator (“MSO”), as defined in the Minimum Standards, under a contract or sublease to the Lessee will satisfy the requirement for the provisioning of such service under the Minimum Standards. Charter services provided through an operator or operators not based at the Airport under an arrangement with the Lessee will satisfy the requirement for the provisioning of such service under the Minimum Standards and such providers shall not be required to qualify as an SSO or MSO.

- c. Lessee shall be responsible for all its expenses in connection with its operation at the Airport and the rights and privileges herein granted, including but without limitation by reason of enumeration taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Lessee, and to secure all such permits and licenses.
- d. To the extent of its capabilities, Lessee agrees to cooperate with the City and/or any other airport user in dealing with aircraft or airline related emergencies at the Airport.
- e. Lessee or its agents shall coordinate with the City and the control tower and promptly remove any disabled aircraft from any part of the Airport, including without limitation, runways, taxiways, aprons and aircraft parking position and place any such aircraft in such storage areas as may be designated by the City. Lessee is authorized to contract with qualified providers of the required services to remove such disabled aircraft and to recover the cost of such service from the owner or operator of the disabled aircraft. Storage of disabled aircraft may be subject to a storage fee which Lessee may recover such storage fee from the owner or operator of the disabled aircraft. Should Lessee fail to remove any of its disabled aircraft promptly, the City may, but shall not be obligated to, cause the removal in a safe and judicious manner and Lessee shall reimburse the City for all costs of such removal. Lessee hereby releases the City from any and all claims for damages to the disabled aircraft or otherwise from or in any way connected with such removal by the City. Lessee shall provide a "release of liability" to the aircraft operator, or its designee, for the authorized signature and removal of liability and claims to the City and Lessee for the removal of the disabled aircraft and its components within a reasonable and accommodating period of time. This Article shall be subject to jurisdiction, rules, and regulations of the National Transportation Safety Board or its successor agency.
- f. Lessee, in providing the services authorized in accordance with this Article 8, does hereby agree:

- i. To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- ii. To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that, the Lessee may make a reasonable nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

10. CITY'S RIGHTS AND OBLIGATIONS

- a. The City agrees that it will operate the Airport in a manner consistent with standards established by the Federal Aviation Administration, or any successor Federal agency exercising similar powers for airports of comparable size and in accordance with rules and regulation of the Federal Aviation Administration and any other governmental agency having jurisdiction thereof.
- b. From time to time, the City may adopt, amend, and enforce Rules and Regulations and Minimum Standards with respect to the occupancy and use of the Airport herein. With such rules and regulations referencing the Minimum Standards for Commercial Aeronautical Activities, Lessee agrees to observe and obey any and all such Rules and Regulations and Minimum Standards and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors and invitees, to observe and obey the same; provided, however, that Lessee shall be permitted to qualify as an FSO under the Minimum Standards by arranging for the provision of Aircraft Maintenance services through an SSO or MSO.
- c. The City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Rules and Regulations, Minimum Standards, and applicable laws.
- d. The City reserves the rights to all minerals including but not limited to; water, oil, and gas in and under the soil.

11. LESSEE LEASEHOLD IMPROVEMENTS/TRADE FIXTURES

- a. Lessee may construct or install, at its own expense, any equipment, improvements and facilities, on all or any parts of the interior of the Leased Premises, under the conditions as hereinafter set forth. Lessee shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition, reasonable wear and tear excepted.

- b. No exterior improvements, structures, alterations, or additions shall be made in, to, or upon the Leased Premises without the prior written consent of the City, which approval shall not be unreasonable withheld, and all such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the City. All improvements constructed by Lessee shall revert to the City at the end of the Base Term or Option Term, if exercised. Lessee must remove trade fixtures from the Leased Premises within, ten (10) calendar days following termination as called for herein.
- c. At the time of requesting approval by the City, the Lessee shall submit preliminary plans for such improvements, which shall conform to the general architectural scheme and overall plans adopted by the City for the Airport. Upon written approval of said preliminary plans, the Lessee shall prepare and obtain the City's approval of working drawings and specifications which shall be a true and accurate reflection of the preliminary plans so approved. All construction shall conform to the approved working drawings and specifications. No substantial change, addition, or alteration shall be made in said working plans or specifications or in the construction called therefore without the City's prior written approval. When construction work is commenced, it shall be completed with reasonable dispatch. Upon completion of said improvements, the Lessee shall furnish the City, at no charge, two (2) complete sets of "as built" drawings of the improvements, as constructed on CAD.
- d. All improvements constructed by the Lessee pursuant to this Article shall conform in all respects to all applicable building codes, ordinances, statutes, rules and regulations of all governmental agencies having jurisdiction.
- e. No exterior trade fixtures shall be installed without the prior written consent of the City and all such installations shall be in accordance with any conditions relating thereto then stated in writing by the City.
- f. Additionally, the Lessee shall keep the Leased Premises, at all times, in a clean and orderly condition and appearance, as well as all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
- g. Liability of Parties – The City and the Lessee specifically agree that with respect to the issues of liability and responsibility to be imposed in connection with this Article 11, the terms of Agreement will be the applicable guideline.
- h. Any City consent or approval required herein shall not be unreasonably withheld or delayed.

12. FUEL FARM AGREEMENT

a. Fuel Farm Description:

The Fuel Farm consist of twenty-four thousand six hundred (24,600) square feet of space and includes one (1) 20,000-gallon AvGas tank; one (1) 20,000-gallon Jet Fuel tanks; and one (1) 23,000-gallon Jet Fuel tank. There are three (3) pumps including one (1) 2006 Blackmer, 175 gpm, 15 horse power AvGas pump; one (1) 2006 Blackmer, 175 gpm, 15 horse power Jet pump; and one (1) 150 gpm, 7.5 horse power Jet pump on the second airline tank. Also located at the Fuel Farm but owned by Lessee are one (1) 2,000-gallon diesel tank; and one (1) 500-gallon motor gasoline tank.

b. Authorization, Terms and Compliance:

The City hereby authorizes the Lessee to lease and operate the Fuel Farm on an exclusive basis during the Base Term and the Option Term, if executed, of this Agreement unless modified by mutual consent of the parties. The Lessee agrees that it will operate the Fuel Farm at all times during the Base Term and Option Term, if exercised, of this Agreement in accordance within the City rules, Minimum Standards, Operations Manual, Rules and Regulations and the terms and conditions of this Agreement. During the term of this Agreement, the Lessee shall have the exclusive right to operate the City's but this shall not constitute an exclusive right to sell fuel at the Minot International Airport.

c. Lessee agrees to accept all environmental liability for those environmental conditions on the Leased Premises and Fuel Farm which come into existence on or after December 13, 2017 and for which responsibility results from the Lessee's occupancy and use under the terms of this Agreement from that date forward. Lessee shall not be liable to City for any environmental conditions on the Leased Premises and Fuel Farm which came into existence before December 13, 2017, and for which responsibility results from anything other than Lessee's occupancy and use.

d. Fuel Fees:

In consideration for the operation of the Fuel Farm, the Lessee shall pay the City a per gallon flowage fee and storage fee for all fuel sold by Lessee at the Airport. The City shall establish the fees by Resolution and the fees are subject to change following a thirty (30) day written notice to Lessee.

Payment of the fees and charges shall be made to the City on or before the fifteenth (15th) day of the month for all such fuel received or delivered during the preceding month. Receipt and delivery of all fuel shall be metered in a manner satisfactory to City, and City shall have the privilege of examining the types of equipment used in connection with the receipt, storage and

dispensing of fuel by Lessee and of examining Lessee's books and records within five (5) calendar days upon request in order to accurately determine that payments have been made as required.

e. Independent Contractor:

The Lessee is and shall operate under this Agreement and the Fuel Farm Operation as an independent contractor and, as such, shall have and maintain complete control over all of its representatives and operations. Neither Lessee nor anyone employed or contracted by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the City.

f. Access/Repairs/Inspections:

The City shall have access at all times to the Fuel Farm for any purpose, except to operate the Fuel Farm, during the term of this Agreement, unless the Lessee fails to operate the Fuel Farm prior to the expiration of the sixty (60) day written default, reasonable cure period, and termination notice period identified in this Agreement. The City shall make all repairs at its expense as determined by the City, and will attempt to minimize the time when the Fuel Farm is not available for operation. The City, at its expense, will repair tanks and pumps if there is a mechanical failure. The Lessee will provide regular maintenance of the Fuel Farm at its expense to include furnishing and installing filters and furnishing and installing delivery hoses and grounding cables. The parties understand that a representative of the City may observe the fueling procedures and consult with representatives or employees of the Lessee as necessary concerning the operation of the Fuel Farm. Negligence by the Lessee or the Lessee's representative that results in a failure of the pumps or tanks will be the responsibility of the Lessee.

g. Liability of Parties:

The City and the Lessee specifically agree that with respect to the operation and management of the Fuel Farm, the Lessee is an independent contractor and therefore, except as provided herein, maintains full control over the fueling operation. Furthermore, the Lessee shall hold the City harmless against all liabilities, losses, damages, costs and expenses which may be incurred as a result of the Lessee's negligent operation of the Fuel Farm, and that the Lessee shall also be responsible for insurance coverage relating to this operation within the limits established within the Minimum Standards, as may be amended from time to time. Lessee shall not be required to indemnify and hold the City harmless where the liability, losses, damages, and costs arise out of or result from the negligence, willful misconduct, or improper repair/maintenance of the Fuel Farm by the City, its employees, contractors, or agents.

13. PROTECTION OF AERONAUTICAL APPROACHES

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction within the designated FAR Part 77 airspace surfaces, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

14. PURCHASE AND CONTRACTING OF SUPPLIES AND SERVICES

Should the Lessee contract with a third party to provide maintenance and service upon aircraft or to furnish other services which might otherwise be performed by Lessee under this Agreement, such third party shall be deemed to be conducting a business at the Airport and must comply with the Minimum Standards, as may be amended from time to time and the revenue generated, to the extent that the City does not collect commissions directly from such third party provider, shall be considered Gross Receipts for purposes of determining Commissions to be paid by Lessee to the City. The Lessee shall not be responsible to the City for any third party performing for or contracted by the Lessee, unless such third party is not a party to an agreement with the City to operate at the Airport in which case Lessee shall assume all responsibility and liability in connection with such contracting and shall promptly obtain written approval, in the form of an Operator's permit or lease, of the City prior to the third party performing any maintenance or services. The City may impose charges and fees upon such third parties for services provided and rentals for facilities used.

Subject to the above, Lessee may select suppliers, purveyors, and furnishers of materials, supplies, equipment and services of its own choosing to satisfy the terms and conditions of this Agreement. Nothing in this Article shall be construed as in any way limiting the general powers of the City to fully exercise its governmental or proprietary functions, or its obligations under any bond covenants, or Federal, state or local laws, rules or regulations.

15. SECURITY

- a. Lessee acknowledges its obligations for security on the Leased Premises as prescribed by the Transportation Security Administration (TSA) Regulations, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles to or on its Leased Premises and any aircraft operations area connected therewith.

- b. Lessee further agrees to abide by the rules and regulations adopted by the City in carrying out the City's obligations under the Federal Aviation Administration and TSA Regulations or other security measures the City deems necessary from time to time for the proper identification of persons and vehicles entering the aircraft operations area.
- c. Lessee shall reimburse the City in full upon demand for any fines or penalties levied against the City for security violations as a result of any actions or omissions on the part of the Lessee, its agents, suppliers, contractors, sublessee, or employees for any violation occurring at any airfield access point under the control of the Lessee.

16. CITY'S RIGHT TO ENTER LEASED PREMISES

The City reserves the right to enter the Leased Premises at any reasonable time, with prior notification, throughout the Term of this Agreement. When, for any reason, an entry is deemed reasonably necessary in its reasonable discretion, and Lessee is not present to permit such entry, the City, its agents and employees, shall be permitted to enter the Leased Premises. The City's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Leased Premises at reasonable times and in a reasonable manner for purposes consistent with its responsibilities as owner and operator of the Airport. The City will have the right to enter the Fuel Farm pursuant to the terms of Subarticle 12(f).

17. INDEMNITY

Lessee shall indemnify, save, hold harmless and defend City, its agents and employees, successors and assigns, individually or collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of Lessee, its agents, employees, licensees, successors and assigns, or those under its control, in, on or about the Leased Premises, or in connection with its use and occupancy of the Leased Premises, Fuel Farm operations, or use of the airport; provided, however, that Lessee shall not be liable for any injury, damage or loss occasioned by the negligence or intentional misconduct of the City by its agents or employees. When the existence of any action giving rise to the indemnity obligation set forth herein becomes known by City, City shall give prompt written notice to Lessee.

To the extent permitted by North Dakota law, the City shall indemnify, save, hold harmless and defend Lessee, its agents and employees, successors and assigns, individually or

collectively, from and against all liability for any claims and actions and all reasonable expenses incidental to the investigation and defense thereof, in any way arising out of or resulting from any acts, omissions or negligence of City, its agents, employees, licensees, successors and assigns, or those under its control; provided, however, that City shall not be liable for any injury, damage or loss occasioned by the negligence or intentional misconduct of the Lessee by its agents or employees. When the existence of any action giving rise to the indemnity obligation set forth herein becomes known by Lessee, Lessee shall give prompt written notice to City.

18. INSURANCE

Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified in "Schedule A" attached hereto, and insurance shall be placed with companies or underwriters satisfactory to the City. The insurance policy(ies) shall be the standard commercial general liability insurance coverage, covering all operations, including the Fuel Farm, of the Lessee at the Airport and shall include, but not by way of limitation, personal injury, property damage, hangar keepers, products liability, automobile, aircraft and contractual coverage. The City, its elected and appointed officials, agents and employees shall be named as additional insured with respect to Lessee's use of the Airport and the Leased Premises which are the subject of this Agreement.

Lessee shall promptly, upon execution of this Agreement, furnish to the City appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than the amounts specified in "Schedule A"; such limits are subject to periodic adjustments upward by Lessee based on Lessee's own assessment of the risks associated with its operations at the Airport. City shall not in any event be liable for any shortfall in Lessee's coverage. The insurance policies shall not be subject to cancellation or material change except for notice to the City by registered mail at least thirty (30) days prior to the date of such cancellation or material change. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the City at least thirty (30) days prior to such expiration. "Endeavoring to provide" thirty (30) day notice of cancellation or change in the policy is not an acceptable endorsement.

19. SIGNS

Lessee shall have the right to install and maintain a sign solely for the purpose of name, logo and address identification at its own expense and subject to applicable zoning ordinances. Prior to installation of such sign, the Lessee shall submit plans and obtain the approval of the City, which approval shall not be unreasonably withheld. In the event signs are removed and not replaced, Lessee shall repair or restore the affected areas to their original condition, normal wear and tear excepted, including removal of any structural and electrical elements used in conjunction therewith. At the expiration or earlier termination of this Agreement, the Lessee shall, at its sole cost and expense, remove all signs and supporting structural and electrical elements and restore the affected areas to their original condition, normal wear and tear excepted.

20. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Leased Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

- a. It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958 and as amended.
- b. During the time of war or national emergency, City shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.
- c. This Agreement shall be subject to the terms of any Sponsor's Assurances and agreements now required or imposed in the future, between the City and the Federal Aviation Administration or any successor Federal agency.
- d. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the City relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Failure of Lessee to comply with the requirements of any existing or future agreement between the City and the United States Government, which failure shall continue after reasonable written notice to make appropriate corrections, shall be cause for immediate termination of Lessee's rights hereunder, subject to Lessee's right of appeal and condemnation rights.

- e. Nothing in this Agreement shall constitute or be construed as a waiver by Lessee or impair Lessee's right to compensation or damages for taking or inverse condemnation by the City or any other governmental or quasi-governmental entity.

21. CITY'S RIGHT OF TERMINATION

In addition to any conditions as specified herein and all other remedies available to the City, this Agreement shall be subject to termination by the City should any one or more of the following occur:

- a. If, by or pursuant to any order or decree of court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided that if such order or decree be stayed or vacated within sixty (60) calendar days after the entry thereof or during such longer period in which Lessee diligently and in good faith contests the same, any notice of cancellation shall be and become null, void and of no effect.
- b. If Lessee shall voluntarily abandon or discontinue the conduct and operation of its activity at the Airport for a continuous period of thirty (30) calendar days, except when such abandonment is caused by fire, earthquake, war, strike, Force Majeure, other calamity beyond the Lessee's control, or resulting from any condition listed in Article 22.
- c. If Lessee shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, other than the covenant to pay rent fees, and charges, provided that upon the happening of any contingency recited in this Article, Lessee shall be given written notice to correct and a reasonable cure such default, which cure period shall in no event be less than thirty (30) days, failure to perform or breach. If, within thirty (30) calendar days from the date of receipt of such written notice, the default, breach or complaint shall not have been corrected or is in the process of being corrected in a manner reasonably satisfactory to the City, then and in such event, the City shall have the right at once to declare this Agreement terminated. The City does, however, reserve the right to extend the time period to correct the default if, in its opinion, due diligence is shown by Lessee in curing the default.
- d. If under any of the foregoing provisions of this Article, the City shall have the right to re-enter and take possession of the Leased Premises, the City may enter and eject Lessee and those claiming through or under it, and remove their property and effects (using reasonable force, if necessary) without any liability therefor; without prejudice to any remedies of the

City in the event of default by the Lessee; and without liability for any interruption of the conduct of the affairs of Lessee or those claiming through or under it.

22. LESSEE'S RIGHT OF TERMINATION

In addition to all other remedies available to the Lessee, this Agreement shall be subject to termination by Lessee should any one or more of the following occur:

- a. The issuance of any order, rule or regulation by the Department of Transportation, the Federal Aviation Administration, or its or their successor Federal agency, or the issuance by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) calendar days, the use of the Airport provided, that, none of the foregoing has been initiated, caused or contributed to by the Lessee;
- b. The breach by the City of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the City and the failure to remedy such breach for a period of sixty (60) calendar days after written notice from Lessee of the existence of such a breach;
- c. The assumption by the United States Government or any authorized agent of the same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Lessee from conducting its business, if such restrictions be continued for a period of ninety (90) calendar days or more including, without limitation, any action contemplated in Article 20; or
- d. The inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) calendar days, because of (1) any law, or (2) any rule, order, judgment, decree, regulation or other action or non-action of any governmental authority, board, agency or officer having jurisdiction thereof, without fault of the Lessee.

23. AGREEMENT SUBORDINATE TO BOND INSTRUMENTS

This Agreement and all rights of the Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the City of Minot to secure any bonds authorized by law to be issued for the development or improvement of Minot International Airport, and the City and the Lessee agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the City hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and the City with the terms and provisions of the bond covenant. Lessee shall receive notification of any new bonding ordinance affecting City's Airport operations.

24. ASSIGNMENT AND SUBLETTING

Neither Lessee nor any successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet, transfer or encumber any of Lessee's rights in and to this Agreement or any interest therein, nor license or permit the use or the rights herein granted in whole or in part without the prior written consent of the City. Such consent shall not be unreasonably withheld, provided, that, any such assignee shall be professionally qualified to do business on the Airport, acceptable to the City, possess sufficient financial resources and security to assure compliance with all the terms and conditions of this Agreement and the Airport's Minimum Standards. This Agreement must be included in, and made a part of, any sublease agreement and the sublessee must agree in writing to comply with all the terms and conditions of this Agreement as they may apply to a sublessee. Notwithstanding the foregoing, Lessee shall be permitted, without prior consent of City, to rent, license or sublease aircraft storage space on terms acceptable to Lessee.

25. ADVANCES BY THE CITY

If the Lessee should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees, or charges, the City may, at its sole option and after giving written notice to the Lessee, perform such act on behalf of the Lessee. Upon notification to the Lessee of the cost thereof by the City, the Lessee shall pay the City the amount due, including fees and service charges as additional rent within 30 days of the Lessee's receipt of notification, unless agreed to otherwise by the City. Failure to promptly pay the City the amount due within the time period prescribed in the City's notice will subject this Agreement to termination under Subarticle 21(c).

26. LEGAL CLAIMS AND ATTORNEY FEES

- a. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Leased Premises or the operation of the Lessee's business at the Airport. The City and Lessee shall each have the right to settle and/or defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Lessee is an independent contractor in every respect, and not the agent of the City.
- b. If any legal action is instituted by the parties hereto to enforce this Agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and court

costs. Any such legal action shall be commenced and maintained in Ward County, North Dakota, regardless of Lessee's residence or place of business.

27. ENCUMBRANCES AND LIENS

- a. The fee interest in the Leased Premises may not be encumbered by the Lessee for any purpose.
- b. Subject to the prior written consent by the City, which consent shall not be unreasonably withheld, conditioned, or delayed, Lessee may encumber this Agreement, its leasehold estate and its improvements thereon by deed of trust, leasehold mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of Lessee, upon the express condition that the net proceeds of such loan or loans be devoted exclusively to the purpose of acquiring or developing the Leased Premises and the Initial Improvements thereon.
- c. In the event any such approved deed of trust, mortgage or other security-type instrument, should, at any time, be in default and be foreclosed, or transferred in lieu of foreclosure, the City will accept the approved mortgagee or beneficiary thereof as its new tenant under this Agreement with all the rights, privileges and duties granted and imposed in this Agreement, subject to the conditions set forth in Article 23 of this Agreement.
- d. Any default, foreclosure or sale pursuant to said deed of trust, leasehold mortgage or other security instrument, shall be invalid with respect to this Agreement without prior notice thereof to, and approval by, the City. Upon prior written approval by the City, said mortgagee or beneficiary may assign this Agreement to its nominee, if nominee is a reputable, professionally qualified and financially responsible person in the opinion of the City. Any deed of trust, leasehold mortgage or other security instrument shall be subject to all the terms, covenants and conditions of this Agreement and shall not be deemed to amend or alter any of the terms, covenants or conditions of this Agreement.

28. NONDISCRIMINATION

- a. Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Airport or the Leased Premises, for a purpose for which a United States Government program or activity is extended, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs

of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- b. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport or the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, national origin, age, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Airport or the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- c. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, disability or marital status be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart E. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake an affirmative action program and that they will require assurances from their sub-organizations, to the extent required by 14 CFR Part 152, Subpart E, to the same effect.
- d. Lessee agrees to comply with Section 296 and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions. In addition, Lessee agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, P.L. 101-336, July 26, 1990, 42 USC 12101, et seq.; and all pertinent regulations pursuant thereto. Lessee shall not discriminate in the use of the Leased Premises or any access thereto if such Leased Premises are used as a public accommodation or in connection with a public service. Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.

- e. In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article. This article is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedures and appeals provided by law, will constitute a material breach of this Agreement and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- f. Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility on the Airport or Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant. Lessee shall indemnify and hold harmless the City from any claims and demands of third persons including the United States of America resulting from Lessee's noncompliance with any of the provisions of this Article and Lessee shall reimburse the City for any loss or expense incurred by reason of such noncompliance.

29. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Agreement and use of the Leased Premises demised in Article 2 herein, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed by an appropriate legal representative of the City and Lessee.

30. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The

consent by the City to any act by Lessee requiring City's consent shall not be deemed to constitute consent to any subsequent similar act by Lessee.

32. CHOICE OF LAW AND VENUE

This Agreement is to be construed in accordance with the applicable laws, rules and regulations of the State of North Dakota and the County of Ward and the venue for any civil action shall be the Ward County, North Dakota.

33. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

34. HOLDOVER POSSESSION OF LEASED PREMISES BY LESSEE

Any holding over at the expiration of this Agreement shall constitute a month-to-month tenancy upon the terms and conditions of this Agreement with rents, fees, and charges subject to adjustment at the sole discretion of the City; provided, however, that such rents, fees, and charges shall not exceed one hundred fifty percent (150%) of the rents, fees, and charges in effect immediately before the expiration of this Agreement.

35. APPROVAL OR DIRECTION BY CITY

Wherever consent, approval or direction by the City is required under this Agreement, such consent, approval or direction by the City shall be effective if given by the Airport's Director or his/her designee in writing in the manner set forth in this Agreement. Nothing requiring consent, approval or direction from the City shall be unreasonably requested by Lessee nor shall such consent, approval or direction be unreasonably withheld by the City.

36. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if hand delivered or if sent by certified or registered mail, postage prepaid, or courier, via Airborne, DHL, FedEx, UPS to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

City: Airport Director
Minot International Airport 25
Airport Road

Lessee: Avflight Minot Corporation
47 W. Ellsworth Road
Ann Arbor MI 48108

Suite 10
Minot, ND 58703-1457

The date of service of such notice shall be the date such notice is delivered by hand or is deposited in a Post Office of the U.S. Postal Service or with a courier service.

37. FORCE MAJEURE

Neither the City nor the Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of nature, extreme weather conditions, acts of the public enemy, acts of governmental authority, riots, rebellions, sabotage, or any other circumstances for which it is not responsible and which are not within its reasonable control.

38. ARTICLE HEADINGS

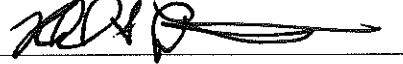
Article headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

39. AGREEMENT

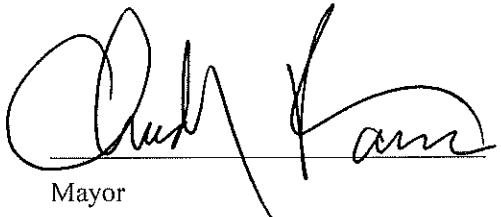
This Agreement consists of Articles 1 to 39, inclusive, Schedule A, Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year written.

RECOMMENDED APPROVAL
TERMS AND CONDITIONS BY:
ATTEST:


Witness
Richard A. Johnson

APPROVED AS TO FORM AND
LEGALITY BY:
CITY OF MINOT, NORTH DAKOTA

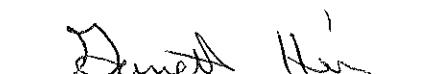

Mayor

Dec 11, 2017
Date

RECOMMENDED APPROVAL
TERMS AND CONDITIONS BY:
ATTEST:


Witness
ANDREW STROM

APPROVED AS TO FORM AND
LEGALITY BY:
Airflight Minot Corporation


President ^{of} Authorized Agent
Dennis Hin

12-13-17
Date

SCHEDULE A

MINIMUM INSURANCE REQUIREMENTS

Lessee shall, at its own cost and expense, take out and maintain such insurance for the term of this Agreement as the Lessee is required under the Workers' Compensation Act; and also take out and maintain such public liability as will protect the Lessee, the City and its contractors from any claims for damage to persons, property, etc., arising out of this Agreement. The policy will provide the amounts of insurance specified in this Schedule A. Upon execution of this Agreement, certificates of insurance will be obtained in a form acceptable to the City. Each certificate shall have endorsed thereon:

A clause naming the City of Minot, its elected and appointed officials, agents and employees as additional insured under the policies with respect to Lessee's use of Minot International Airport, Fuel Farm Operations, and the Leased Premises which are the subject of this Agreement.

"No cancellation or change in the policy shall become effective until after a thirty (30) day notice by registered mail to the Airport Director, Minot International Airport, 25 Airport Way, Suite 10, Minot, ND 58703-1457. "Endeavoring to provide" a thirty (30) day notice of cancellation or change in the policy is not an acceptable endorsement.

Upon failure of Lessee to furnish, deliver and maintain such insurance as provided for herein, the City may obtain such insurance and charge Lessee as additional rental, the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction. Failure of Lessee to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Lessee from any liability under this Agreement, nor shall the minimum insurance requirements be construed to conflict with the obligations of Lessee concerning indemnification.

All insurance must be in effect and so continue during the life of this Agreement in not less than the following amounts:

- A. Workers' Compensation Unlimited – Statutory – in compliance with the Compensation Law of the State of North Dakota.
- B. Employee's Liability Coverage in the amount of \$1,000,000 per occurrence.
- C. Comprehensive Commercial Liability Insurance with a combined single limit of \$3,000,000 per occurrence. This insurance shall indicate on the Certificate(s) of Insurance the following coverages:

Comprehensive Commercial Liability consisting of Premises/Operations

Contracted Liability

Independent Contractors

Products and Completed Operations Board

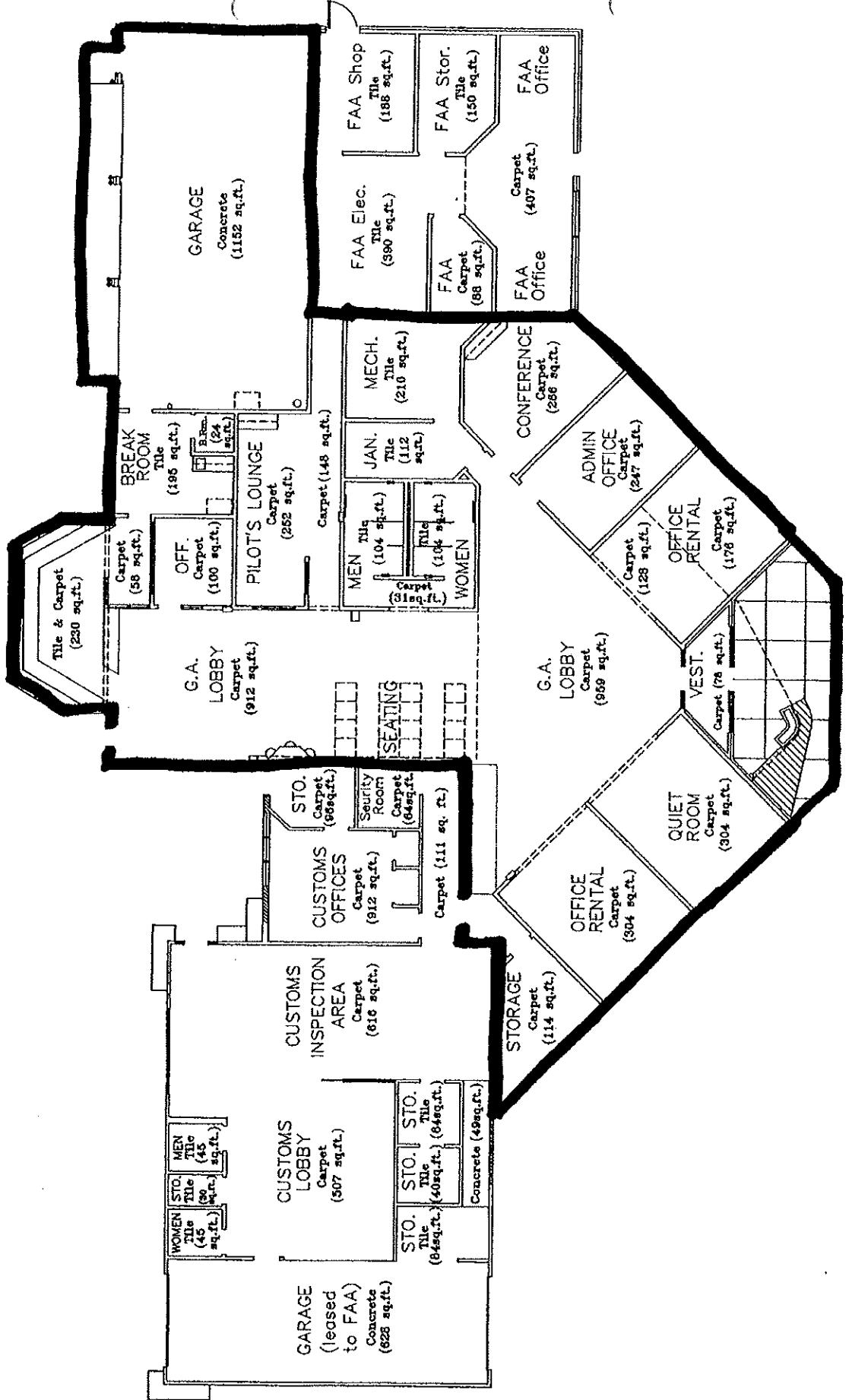
Form Property Damage Personal Injury

- D. Disability Benefits: The Contractor shall provide proof of compliance with applicable disability benefit laws.
- E. Auto Liability Insurance with a combined single limit of \$1,000,000 per occurrence for all owned, non-owned and hired vehicles.
- F. Lessee shall maintain property insurance insuring the full replacement value of the Leased Premises (except for the General Aviation Terminal – Arrivals/Departures Building) at its sole cost. Within thirty (30) calendar days of the City's written request, the Lessee shall provide written proof of insurance to the City of a property insurance policy insuring the full replacement value of the Leased Premises. The City shall maintain property insurance insuring the full replacement value of the General Aviation Terminal – Arrivals/Departures Building.

Location of operation shall be Minot International Airport, City of Minot, County of Ward, North Dakota.

Nothing herein contained shall prevent the Lessee from taking out any other insurance for protection of its interest which it deems advisable or necessary.

EXHIBIT A



GENERAL AVIATION TERMINAL

3074

ENGINEER/SURVEYOR
Kadmas
Lee &
Jackson
DigiSurvey
Planners

OWNER: MINOT
The City of Minot
550 1/2 5th Street, Box 27
Minot, ND 58701
Phone: 701-455-3355

RIGHT-OF-WAY: MINOT INTERNATIONAL AIRPORT THIRD ADDITION
To the City of Minot, North Dakota
Being Lot 1, Block 1, Block 2, Block 3, Block 4, Block 5, and Vacated
RIGHT-OF-WAY OF MINOT INTERNATIONAL AIRPORT 2ND ADDITION TO THE CITY
OF MINOT, WARD COUNTY, NORTH DAKOTA

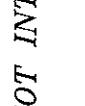
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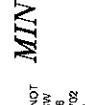
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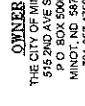
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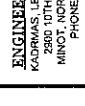
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FUEL FARM SITE PLAN

EXHIBIT C

MINOT INTERNATIONAL AIRPORT
MINOT, NORTH DAKOTA

MINOT

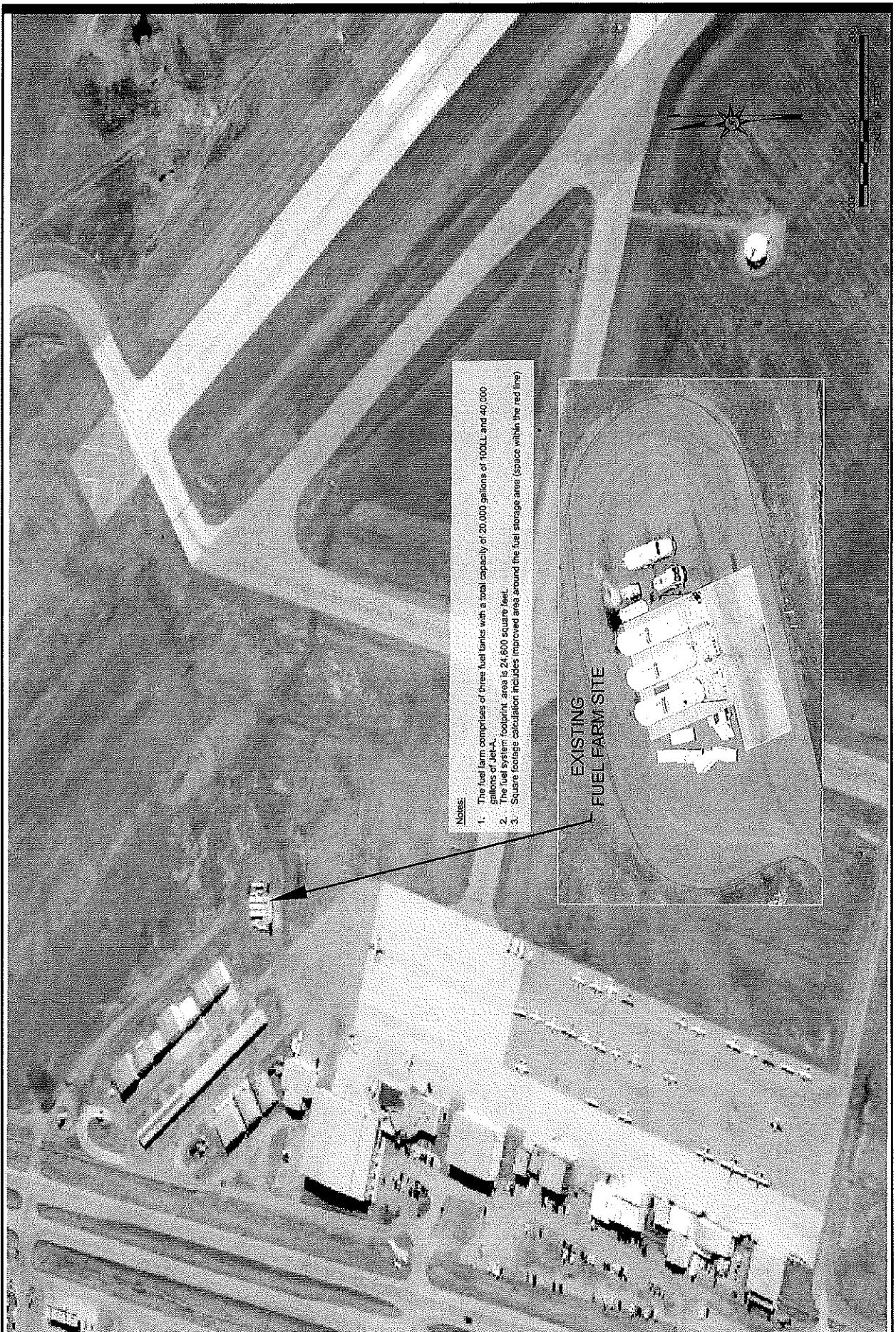


EXHIBIT D

General Aviation Parking Ramp



Google

EXHIBIT E
LOT 9 WESTSIDE DEVELOPMENT



Legal Description

Lease:

Lots 1 and 2, Minot International Airport Third Addition to the City of Minot,
Ward County, North Dakota

AND

Lot 1, Block 9, Minot International Airport Second Addition to the City of Minot,
Ward County, North Dakota

Right of First Option:

Lot 2, Block 2, Minot International Airport Second Addition to the City of Minot,
Ward County, North Dakota



TO: Mayor Chuck Barney
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: January 30, 2018

SUBJECT: **APPROVAL OF THE COMBINED WORK ORDERS FOR 2018 FAA PROJECT
SNOW REMOVAL BROOM AND SANDER (AIR060, AIR067)**

I. RECOMMENDED ACTION

1. Recommend approval of the combined work orders for the Snow removal equipment broom and sander; and
2. Authorize the Mayor to sign the work orders

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director

857-4724

III. DESCRIPTION

A. Background

As part of the Airport FAA sponsored capital projects in 2018, the Airport has budgeted for two new pieces of snow removal equipment (SRE). The Broom was budgeted for in 2017 as well, however the Airport elected to reject all bids and carry the project over to 2018. The sander **is included in the 2018 budget** and the Airport has elected to combine both purchases in 2018 in anticipation that purchasing the equipment together will generate a discount resulting in a lower cost from the supplier. The FAA has approved the Scope of Work for the broom; the scope of work for the sander is in the development stages. This request is for the engineering services associated with the purchase to be made later in the year.

B. Proposed Project

Purchase a snow broom and a sander for maintenance of the Airport aviation surfaces

C. Consultant Selection

Ulteig is the Airport's consultant of record and will coordinate the purchase of the equipment

IV. IMPACT:

A. Strategic Impact:

This equipment has been programmed to replace existing equipment which has reached the end of its operational life. Functioning SRE is critical to the safety of the Airport operation.

B. Service/Delivery Impact:

This SRE will allow the Airport to safely maintain aviation surfaces during winter operations.

C. Fiscal Impact:

The SRE Broom project has been awarded FAA funds under AIP 53; This project is funded 90% FAA, 5% State Aeronautics, and 5% City.

The SRE Sander project is included in the 2018 Budget and was submitted on the FAA Pre-Application in late 2017. The City will receive notification of award or rejection in September 2018. Once approved, this project will be funded 90% FAA, 5% State Aeronautics, and 5% City Share. If the project is not approved/awarded, the City would be responsible for the full cost.

Project Costs

SRE Broom, Engineering Fees	\$4,150
SRE Sander, Engineering Fees	<u>28,300</u>
Total	\$32,450

City Share \$1,622.50

*Pending FAA Grant approval of SRE Sander

Project Funding

Approved as part of Airport 2018 Budget, Capital Purchases

Total project budgeted amount:

- SRE Broom: \$517,174
- SRE Sander: \$450,000

V. ALTERNATIVES

Alt 1. The Council could recommend that this equipment not be purchased in 2018 as budgeted. This would have a significant negative impact on Airport winter operations.

VI. TIME CONSTRAINTS

Approval by the Council will allow Ulteig time to put specifications together and bid the project in time for closure by the end of 2018

VII. LIST OF ATTACHMENTS

- A. 20180104-WorkOrderCombined-17.01971-SRE-Broom
- B. 20180104-WorkOrderCombined-17.01640-SRE-Sander

WORK ORDER NO. 1 – SRE Broom-Phase II
Preliminary Design and Closeout Services – 17.01971

In accordance with this Work Order No. 1, made and entered into this 4th day of January, 2018, **ULTEIG ENGINEERS, INC.**, a North Dakota corporation (hereinafter "Ulteig") agrees to perform and complete the following services (the "Services") for **CITY OF MINOT** (hereinafter "Client"), in accordance with the terms and conditions of the Master Professional Services Agreement (the "Agreement"), dated July 27, 2016, all of which terms and conditions are incorporated herein by reference:

Project Location: Minot International Airport, Minot, ND

Project Description: SRE Broom-Phase II
Preliminary Design and Closeout Services

Scope of Services: (See Attachment A)

Services Compensation and Method of Payment:

Services Description	Services Compensation	Method of Payment
Preliminary Design	\$ 1,550.00	Ulteig shall receive a Flat Fee
Closeout	\$ 2,600.00	Ulteig shall receive a Flat Fee
Total Engineering Fees	\$ 4,150.00	

Note: Ulteig shall commence work after the Owner has given notice to proceed. Ulteig shall commence billing of services as work progresses.

Additional Services Compensation and Method of Payment:

Schedule: (Estimated Dates-Subject to Change)

Description	Date
Engineering Agreement	January 15, 2018
Engineering Design Completed	May 1, 2018
Project Bid Date	June 1, 2018
*Project Award Date	July 15, 2018
*Notice to Proceed	July 15, 2018
*Equipment Delivery	January 1, 2019
Closeout Complete	March 1, 2019

*Contingent on award of FAA Grant

Other Considerations/Requirements:

- Closeout costs assumes that all projects list in the Pre-App will move forward and will be combined in the same grant.

The Signature Page Follows

ULTEIG ENGINEERS, INC.

BY: _____

Print Name: _____

Title: _____

CITY OF MINOT

BY: _____

Print Name: _____

Title: _____

Attachment A
Detail Scope of Services
SRE Broom – Phase II
Minot International Airport
Minot, ND
AIP No 3-38-0037-55-2018
January 2018

The construction of a larger commercial aircraft apron at MOT has significantly increased the size of the snow removal areas at the airport. Without providing a coinciding augmentation of the existing SRE inventory, this increased apron size implies a diminished capacity to remove snow as quickly and efficiently. The new SRE broom will replace one of the existing brooms the airport has in its snow removal fleet. The existing broom is a 1996 Sweepster broom. This broom is over 20 years old. The broom has served the airport well but is becoming aged. The manufacturer of the existing broom no longer produces this equipment and parts are impossible to attain. The new SRE broom will aid in effectively cleaning the pavement for the safety of air traffic after a snow event. The replacement of this equipment will enable the airport to meet Part 139 requirements. For more information see the Justification for a Four Wheel Drive Snow Removal Broom document.

Task A – Preliminary Design Services

- 1. Project Scoping Meeting** -The engineer will attend a project scoping meetings. The engineer will plan for one in-person meeting for discussions about the project with FAA, NDAC and the airport.
- 2. Project Development and Scoping**-The engineer will complete project development services. These services include review of the CIP, review of the ALP, assist with developing 10-20 year CIP, research project and equipment cost and also constructability. The engineer will scope the project for review by FAA and the Airport. The Airport and the FAA each will be provided with one (1) Adobe PDF format copy.
- 3. Budget and Work Order** – The engineer will develop a project budget and work order based on the scope of work for the project for review by FAA and the Airport. The Airport and the FAA each will be provided with one (1) Adobe PDF format copy.
- 4. Internal Kickoff Meeting** – The project will be coordinated in house and tasks will be assigned to those working on the project and the project schedule will be discussed.
- 5. Preliminary Schedule** – The engineer will develop a preliminary project schedule.
- 6. Environmental Documentation** – The environmental documentation was previously completed. The environmental documentation will be reviewed and resubmitted as needed.
- 7. Create and Submit FAA Pre-Application** – The engineer will develop the FAA grant pre-application. The pre-application will include the FAA pre-application checklist, FAA forms SF-424,

5100-100 Part II, III, IV, project schedule, project summary of costs, project justification, and project map (as needed).

8. **Design Report** – The project design report was previously completed. The report will be reviewed and resubmitted as needed.
9. **Preliminary Opinion of Costs** -A preliminary opinion of costs will be generated and updated as the project progresses. Equipment costs will be based on historical equipment costs and communication with equipment manufacturer(s).
10. **Preliminary Specifications** – The engineer will develop preliminary specifications. The specifications will include Legal and Procedural Documents and Technical Specifications.
11. **QA/QC** – The engineer will perform in-house quality control and design review utilizing experienced personnel of the engineer. The engineer will provide independent analysis of the specifications and opinion of costs to ensure clarity, accuracy and completeness. All findings will be compiled and discussed by the team and the recommendations of the review team will be incorporated into the final equipment specifications, and opinion of costs.
12. **Project Management** -The project will be managed throughout the preliminary design phase to adhere to the schedule and scope of work.
13. **Coordination with FAA and NDAC** – The engineer will complete coordination with the FAA and NDAC as needed during the project and as directed by the airport. It is anticipated that the majority of the coordination will be completed with phone and emails.
14. **Meetings / Conference Calls with MOT and Funding Agencies** - It is estimated that no in-person meetings will be required for this portion of the project. All communication will be handled by phone and email.
15. **Client / Project Coordination and Discussion** – The engineer will routinely update and coordinate the progress of the project with the client. The engineer will submit questions as needed to the client. It is anticipated that this will be completed with phone and emails.

Task B – Final Design and Bidding Services

No Final Design or Bidding Services are included with this scope of work.

Task C – Construction Administrative Services

No Construction Administrative Services are included with this scope of work.

Task D – Construction Observation Services

No Construction Observation Services are included with this scope of work.

Task E – Closeout Services

1. **Closeout Report** - The engineer will prepare and submit the final project close out report for all the projects for this FAA grant as required by FAA. The engineer will include in the closeout report all the general, fiscal, miscellaneous, engineer and equipment information, and the submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report to each the FAA, NDAC and the Airport.
2. **Record Drawings**—Record drawings will developed by the engineer and an Adobe PDF will be sent to the FAA and the airport. A hard copy of the plans will be printed and sent to the airport.
3. **AGIS Update**—The FAA AGIS Update will be performed for this project by the engineer.
4. **Equipment Final Review** – The engineer will attend a final equipment review meeting which will take place at the airport.

Task F – Expenses

The engineer will incur project related expenses during this project which may include but not limited to: meals, lodging, mileage costs, overnight shipping, plans, photocopies, photographic materials, equipment rental, miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Airport.

ULTEIG ENGINEERS, INC.
Project Budget Worksheet
SRE Broom PH II
Minot International Airport
Minot, North Dakota
17.01971

Task No.	Preliminary Design	Senior Engineer		Lead Engineer		Engineer		Design Engineer		Graduate Engineer		Senior Survey Technician		Survey Technician		Lead Engineering Technician		Associate Project Manager		Staff Support		Total Hrs	Total Direct Salary Cost																																		
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost																																				
1	Project Scoping Meeting	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193																																		
2	Project Development and Project Scoping	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193																																		
3	Budget and Work Order	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193																																		
4	Internal Kickoff Meeting	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																																		
5	Preliminary Schedule	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193																																		
6	Environmental Documentation	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																																		
7	Create and submit FAA Pre-Application	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193																																		
8	Design Report	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																																		
9	Preliminary Opinion of Costs	0.5	\$97	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$97																																		
10	Preliminary Specifications	0.5	\$97	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$97																																		
11	QA/QC	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																																		
12	Project Management	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0																																		
13	Coordination with FAA & NDAC	0.5	\$97	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$97																																		
14	Meetings / conference calls with MOT and Funding Agencies	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193																																		
15	Client / project coordination & discussion	0.5	\$97	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$97																																		
DIRECT SALARY COST		8	\$1,544	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,544																																		
SUBCONTRACTOR FEE (QA TESTING)																							\$0																																		
SUBCONTRACTOR MARKUP																							\$0																																		
PROJECT DIRECT TOTALS																							\$0																																		
PROJECT TOTAL COST																							\$1,544																																		
PROJECT DIRECT COSTS																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th><th>Item</th><th>Units</th><th>Rate</th><th>Total</th></tr> </thead> <tbody> <tr> <td>1</td><td>Survey Vehicle</td><td>0</td><td>\$0.75</td><td>\$0</td></tr> <tr> <td>2</td><td>Car/Pickup by Mile</td><td>0</td><td>\$0.57</td><td>\$0</td></tr> <tr> <td>3</td><td>Printing & Postage</td><td>0</td><td>\$50</td><td>\$0</td></tr> <tr> <td>4</td><td>Meals</td><td>0</td><td>\$60</td><td>\$0</td></tr> <tr> <td>5</td><td>Motel</td><td>0</td><td>\$125</td><td>\$0</td></tr> <tr> <td colspan="2">PROJECT DIRECT TOTALS</td><td colspan="2">\$0</td><td></td></tr> </tbody> </table>																							No.	Item	Units	Rate	Total	1	Survey Vehicle	0	\$0.75	\$0	2	Car/Pickup by Mile	0	\$0.57	\$0	3	Printing & Postage	0	\$50	\$0	4	Meals	0	\$60	\$0	5	Motel	0	\$125	\$0	PROJECT DIRECT TOTALS		\$0		
No.	Item	Units	Rate	Total																																																					
1	Survey Vehicle	0	\$0.75	\$0																																																					
2	Car/Pickup by Mile	0	\$0.57	\$0																																																					
3	Printing & Postage	0	\$50	\$0																																																					
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PROJECT DIRECT TOTALS		\$0																																																							

ULTEIG ENGINEERS, INC.
Project Budget Worksheet
SRE Broom PH II
Minot International Airport
Minot, North Dakota
17.01971

Task No.	Closeout	Senior Engineer		Lead Engineer		Engineer		Design Engineer		Graduate Engineer		Senior Survey Technician		Survey Technician		Lead Engineering Technician		Associate Project Manager		Staff Support		Total Hrs	Total Direct Salary Cost		
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Hrs		
1	Report	0	\$0	0	\$0	0	\$0	4	\$552	0	\$0	0	\$0	0	\$0	0	\$0	1	\$120	3	\$225	8	\$897		
2	Record Drawings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
3	AGIS update	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
4	Equipment Final Review	8	\$1,544	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,544		
5		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
6		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
7		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
8		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
9		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
10		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
DIRECT SALARY COST		8	\$1,544	0	\$0	0	\$0	4	\$552	0	\$0	0	\$0	0	\$0	0	\$0	1	\$120	3	\$225	16	\$2,441		
PROJECT DIRECT TOTALS																								\$144	
PROJECT TOTAL COST																								\$2,585	
PROJECT DIRECT COSTS																									
No.	Item	Units	Rate	Total																					
1	Survey Vehicle	0	\$0.75	\$0																					
2	Car/Pickup by Mile	255	\$0.57	\$144																					
3	Postage & Printing	0	\$125	\$0																					
PROJECT DIRECT TOTALS		\$144																							

WORK ORDER NO. 1 – SRE Sander
Preliminary Design, Final Design, Bidding and Closeout Services – 17.01640

In accordance with this Work Order No. 1, made and entered into this 4th day of January, 2018, **ULTEIG ENGINEERS, INC.**, a North Dakota corporation (hereinafter "Ulteig") agrees to perform and complete the following services (the "Services") for **CITY OF MINOT** (hereinafter "Client"), in accordance with the terms and conditions of the Master Professional Services Agreement (the "Agreement"), dated July 27, 2016, all of which terms and conditions are incorporated herein by reference:

Project Location: Minot International Airport, Minot, ND

Project Description: SRE Sander
Preliminary Design, Final Design, Bidding and Closeout Services

Scope of Services: (See Attachment A)

Services Compensation and Method of Payment:

Services Description	Services Compensation	Method of Payment
Preliminary Design	\$ 7,100.00	Ulteig shall receive a Flat Fee
Final Design, Bidding	\$18,100.00	Ulteig shall receive a Flat Fee
Closeout	\$ 3,100.00	Ulteig shall receive a Flat Fee
Total Engineering Fees	\$28,300.00	

Note: Ulteig shall commence work after the Owner has given notice to proceed. Ulteig shall commence billing of services as work progresses.

Additional Services Compensation and Method of Payment:

Schedule: (Estimated Dates-Subject to Change)

Description	Date
Engineering Agreement	January 15, 2018
Engineering Design Completed	May 1, 2018
Project Bid Date	June 1, 2018
*Project Award Date	July 15, 2018
*Notice to Proceed	July 15, 2018
*Equipment Delivery	January 1, 2019
Closeout Complete	March 1, 2019

*Contingent on award of FAA Grant

Other Considerations/Requirements:

- Closeout costs assumes that all projects list in the Pre-App will move forward and will be combined in the same grant.
- Minot International Airport to provide project specifications from previous SRE – Sander project.

The Signature Page Follows

ULTEIG ENGINEERS, INC.

BY: _____

Print Name: _____

Title: _____

CITY OF MINOT

BY: _____

Print Name: _____

Title: _____

Attachment A
Detail Scope of Services
SRE Sander
Minot International Airport
Minot, ND
AIP No 3-38-0037-55-2018
January 2018

The construction of a larger commercial aircraft apron at MOT has significantly increased the size of the snow removal areas at the airport. Without providing a coinciding augmentation of the existing SRE inventory, this increased apron size implies a diminished capacity to remove snow as quickly and efficiently. The new SRE Sander will replace one of the existing sand trucks the airport has in its snow removal fleet. The existing truck is a 1975 International 5 ton truck. This truck is over 42 years old. The truck has served the airport well but is becoming aged. Repair costs are increasing and parts are becoming difficult to attain. The replacement of this equipment will enable the airport to meet Part 139 requirements. For more information see the Justification for a Four Wheel Drive Snow Removal Broom document.

Task A – Preliminary Design Services

- 1. Project Scoping Meeting** -The engineer will attend a project scoping meetings. The engineer will plan for one in-person meeting for discussions about the project with FAA, NDAC and the airport.
- 2. Project Development and Scoping**-The engineer will complete project development services. These services include review of the CIP, review of the ALP, assist with developing 10-20 year CIP, research project and equipment cost and also constructability. The engineer will scope the project for review by FAA and the Airport. The Airport and the FAA each will be provided with one (1) Adobe PDF format copy.
- 3. Budget and Work Order** – The engineer will develop a project budget and work order based on the scope of work for the project for review by FAA and the Airport. The Airport and the FAA each will be provided with one (1) Adobe PDF format copy.
- 4. Internal Kickoff Meeting** -The project will be coordinated in house and tasks will be assigned to those working on the project and the project schedule will be discussed.
- 5. Preliminary Schedule** – The engineer will develop a preliminary project schedule.
- 6. Environmental Documentation** – The environmental documentation was previously completed. The environmental documentation will be reviewed and resubmitted as needed.
- 7. Create and Submit FAA Pre-Application** – The engineer will develop the FAA grant pre-application. The pre-application will include the FAA pre-application checklist, FAA forms SF-424,

5100-100 Part II, III, IV, project schedule, project summary of costs, project justification, and project map (as needed).

8. **Design Report** – The project design report was previously completed. The report will be reviewed and resubmitted as needed.
9. **Preliminary Opinion of Costs** -A preliminary opinion of costs will be generated and updated as the project progresses. Equipment costs will be based on historical equipment costs and communication with equipment manufacturer(s).
10. **Preliminary Specifications** – The engineer will develop preliminary specifications. The specifications will include Legal and Procedural Documents and Technical Specifications.
11. **QA/QC** – The engineer will perform in-house quality control and design review utilizing experienced personnel of the engineer. The engineer will provide independent analysis of the specifications and opinion of costs to ensure clarity, accuracy and completeness. All findings will be compiled and discussed by the team and the recommendations of the review team will be incorporated into the final equipment specifications, and opinion of costs.
12. **Project Management**-The project will be managed throughout the preliminary design phase to adhere to the schedule and scope of work.
13. **Coordination with FAA and NDAC** – The engineer will complete coordination with the FAA and NDAC as needed during the project and as directed by the airport. It is anticipated that the majority of the coordination will be completed with phone and emails.
14. **Meetings / Conference Calls with MOT and Funding Agencies** - It is estimated that no in-person meetings will be required for this portion of the project. All communication will be handled by phone and email.
15. **Client / Project Coordination and Discussion** – The engineer will routinely update and coordinate the progress of the project with the client. The engineer will submit questions as needed to the client. It is anticipated that this will be completed with phone and emails.

Task B – Final Design and Bidding Services

1. **Project Specifications and Contract Documents** -The engineer will prepare final specifications and contract documents. The specifications will establish the requirements for the project in accordance with the current version of and changes to FAA AC 150/5220-20A, *Airport Snow and Ice Control Equipment*, including general provisions and technical specifications.
 - a. The contract documents will include but not limited to:
 - Invitation to Bid
 - Information for Bidders
 - Bid Proposal
 - Buy American Requirements
 - Contract Agreement

- Notice to Bidders
- Bid, Performance and Payment Bonds
- Insurance Requirements
- Federal Requirements for Equipment Contracts
- Instruction to Bidders
- Certification for Nonsegregated Facilities
- Required Assurances
- NDAC Requirements
- Product Warranty Requirements

b. The engineer will distribute the preliminary and final specifications and contract documents to the Airport and the FAA. The Airport and the FAA each will be provided with one (1) Adobe PDF format copy of preliminary and final specifications and contract documents

2. **QA/QC** -The engineer will perform in-house quality control and design review utilizing experienced personnel of the engineer. The engineer will provide independent analysis of the specifications and opinion of costs to ensure clarity, accuracy and completeness. All findings will be compiled and discussed by the team and the recommendations of the review team will be incorporated into the final equipment specifications, and opinion of costs.

3. **Final Opinion of Costs** -The engineer will prepare final opinion of costs for the itemized equipment costs based on the specifications. The estimates will be distributed to the Airport and the FAA for review and modification.

Note: The final opinion of costs will be based on the engineer's opinion of probable equipment costs and will reflect the engineer's experience with comparable SRE equipment projects. It must be understood that the engineer has no control over actual costs and market conditions for labor, equipment and materials during the competitive bidding process. The engineer cannot guarantee the accuracy of the equipment opinion of costs estimates when compared to the contractor's equipment bids or the final equipment cost.

4. **NDAC Grant Application** – The engineer will complete the NDAC grant application. The NDAC grant application will include the NDAC Request for State Airport Aid form, an opinion of costs, project justification and a project map.

5. **Update Schedule** – The engineer will update the project schedule.

6. **Bidding Services**

- a. **Bid Documents** – The engineer will prepare bid documents comprising of the equipment specifications and contract documents in accordance with the requirements of the Sponsor, FAA and NDAC.
- b. **Bid Advertisement** – The engineer will prepare a legal advertisement and deliver it to the local newspaper to publish as a solicitation for equipment bids in accordance with the Sponsor's bidding procedures. The engineer will electronically deliver the bid documents to QUEST for publication in order to maximize the project exposure and generate total contractor interest in the project. The engineer will notify FAA, NDAC and the sponsor of the project's advertisement.

- c. **Distribute Bid Documents** – The engineer will issue electronic bid documents to interested bidders and/or hard copies at the cost advertised. The engineer will maintain a list of the bid document recipients including the recipient's name, overnight mailing address, phone number and email address. The email address will be used for issuing addenda. The engineer will distribute the bid document recipient list to interested parties if requested by potential bidders.
- 7. Bid Questions and Addenda** – The engineer will answer questions and provide technical advice to potential bidders concerning the bid documents and prepare and issue addendas to the bid document recipients to clarify, modify or correct the bid documents as needed.
- 8. Bid Opening** – The engineer will attend the bid opening at the City of Minot office and develop and sign a summary of bids to be distributed. The engineer will also review all bids for completeness and accuracy.
- 9. Bid Tabs, Recommendation and Bid Sureties** – The engineer will complete the bid tab for the project. The engineer will recommend the award of the project. The engineer will issue a letter to the unsuccessful bidders returning the bid sureties, distributing the bid summary, and describing the bid results after the equipment contract is executed.
- 10. Buy American Review** – The engineer will review submitted Buy American documentation for completeness. The engineer will coordinate with the bidder and the FAA as needed.
- 11. Final FAA Grant Application** – The engineer will develop the final FAA grant application. The application will include updated FAA forms SF-424, 5100-100 Part II, III, IV, project schedule, project summary of costs, project justification, and project map (as needed).
- 12. Contract Documents** - The engineer will prepare required copies of the contractor's proposal package to be used for the equipment contract document. The engineer will coordinate with and provide information to the contractor to facilitate the preparation and execution of the equipment contract document. The engineer will review the contractor's contract including insurance, bonds and other attachments for accuracy and completeness before submitting the document to the Sponsor for final signatures. Notice of Award and Notice to Proceed documents will be processed during this period.

Shop Drawing Review – The engineer will review the shop drawings and equipment submittals that are furnished by the contractor as required by the equipment contract documents. The engineer will take no exception, conditionally except, or reject the shop drawings and equipment. The engineer will return conditionally excepted and rejected shop drawings and equipment submittals to the contractor for changes or revisions prior to the equipment being produced on the project. The engineer will review only one resubmission of the conditionally excepted or reject shop drawings or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, received date, action date and action taken. The engineer will distribute copies of the submittal and the updated submittal register to the Sponsor and the contractor.

- 13. Equipment Procurement Schedule** – The engineer will request the equipment construction schedule from the manufacturer. The engineer will routinely request updates from the manufacturer on the progress of the construction of the equipment. The engineer will update the project schedule as needed.
- 14. Project Documentation** - The engineer will process the following project documentation for the project:
 - a. Pay Requests
 - b. Change Orders
 - c. Buy American
- 15. Procurement Administration** - The engineer will provide general consultation and advice to the Sponsor during the equipment manufacturing and delivery phases of the project. The engineer will also provide general coordination between the Sponsor, NDAC and the FAA during these phases of the project. The engineer will provide technical documentation, assist in equipment contract interpretation, assist in resolving unusual or unique developments or complications during the equipment manufacturing and delivery phase, equipment changes and other project related matters.
- 16. Project Management** -The project will be managed throughout the final design phase to adhere to the schedule and scope of work.
- 17. Coordination with FAA & NDAC** – The engineer will complete coordination with the FAA and NDAC as needed during the project and as directed by the airport during this phase of the project. It is anticipated that the majority of the coordination will be completed with phone and emails.
- 18. Meetings/Conference Calls with MOT and Agencies** – It is estimated that no in-person meetings will be required for this portion of the project. All communication will be handled by phone and email.
- 19. Client/Project Coordination and Discussion** – The engineer will routinely update and coordinate the progress of the project with the client. The engineer will submit questions as needed to the client. It is anticipated that this will be completed with phone and emails.
- 20. SF 271/ SF425 Annual Reports** – It is estimated that one (1) annual report will be required for the grant and will be divided between the projects in the grant.
- 21. Quarterly Reports** - It is estimated that four (4) quarterly reports will be required for the grant and will be divided between the projects in the grant.

Task C – Construction Administrative Services

No Construction Administrative Services are included with this scope of work.

Task D – Construction Observation Services

No Construction Observation Services are included with this scope of work.

Task E – Closeout Services

- 1. Closeout Report** - The engineer will prepare and submit the final project close out report for all the projects for this FAA grant as required by FAA. The engineer will include in the closeout report all the general, fiscal, miscellaneous, engineer and equipment information, and the submissions/certifications listed on the FAA project closure summary checklist. The engineer will distribute one (1) copy of the project close out report to each the FAA, NDAC and the Airport.
- 2. Record Drawings** - Record drawings will developed by the engineer and an Adobe PDF will be sent to the FAA and the airport. A hard copy of the plans will be printed and sent to the airport.
- 3. AGIS Update** - The FAA AGIS Update will be performed for this project by the engineer.
- 4. Equipment Final Review** - The engineer will attend a final equipment review meeting which will take place at the airport.

Task F – Expenses

The engineer will incur project related expenses during this project which may include but not limited to: meals, lodging, mileage costs, overnight shipping, plans, photocopies, photographic materials, equipment rental, miscellaneous vendor invoices. These expenses will be included in the engineer's contract with the Airport.

ULTEIG ENGINEERS, INC.
Project Budget Worksheet
SRE Sander
Minot International Airport
Minot, North Dakota
17.01640

Task No.	Preliminary Design	Senior Engineer		Lead Engineer		Engineer		Design Engineer		Graduate Engineer		Senior Survey Technician		Survey Technician		Lead Engineering Technician		Associate Project Manager		Staff Support		Total Hrs	Total Direct Salary Cost
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
1	Project Scoping Meeting	1	\$193	0	\$0	0	\$0	1	\$138	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$331
2	Project Development and Project Scoping	1	\$193	0	\$0	0	\$0	1	\$138	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$331
3	Budget and Work Order	2	\$386	0	\$0	0	\$0	1	\$138	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3	\$524
4	Internal Kickoff Meeting	1	\$193	1	\$165	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$120	0	\$0	3	\$478
5	Preliminary Schedule	0.5	\$97	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$97
6	Environmental Documentation	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193
7	Create and submit FAA Pre-Application	4	\$772	0	\$0	0	\$0	1	\$138	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	5	\$910
8	Design Report	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193
9	Preliminary Opinion of Costs	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$386
10	Preliminary Specifications	2	\$386	4	\$660	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$1,046
11	QA/QC	0	\$0	2	\$330	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$330
12	Project Management	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$480	0	\$0	6	\$866
13	Coordination with FAA & NDAC	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$386
14	Meetings / conference calls with MOT and Funding Agencies	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$386
15	Client / project coordination & discussion	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$386
DIRECT SALARY COST		23.5	\$4,536	7	\$1,155	0	\$0	4	\$552	0	\$0	0	\$0	0	\$0	0	\$0	5	\$600	0	\$0	40	\$6,843
SUBCONTRACTOR FEE (QA TESTING)																							\$0
SUBCONTRACTOR MARKUP																							\$0
PROJECT DIRECT TOTALS																							\$254
PROJECT TOTAL COST																							\$7,097
PROJECT DIRECT COSTS																							
No.	Item	Units	Rate	Total																			
1	Survey Vehicle	0	\$0.75	\$0																			
2	Car/Pickup by Mile	255	\$0.57	\$144																			
3	Printing & Postage	1	\$50	\$50																			
4	Meals	1	\$60	\$60																			
5	Motel	0	\$125	\$0																			
PROJECT DIRECT TOTALS				\$254																			

ULTEIG ENGINEERS, INC.
Project Budget Worksheet
SRE Sander
Minot International Airport
Minot, North Dakota
17.01640

Task No.	Final Design	Senior Engineer		Lead Engineer		Engineer		Design Engineer		Graduate Engineer		Senior Survey Technician		Survey Technician		Lead Engineering Technician		Associate Project Manager		Staff Support		Total Hrs	Total Direct Salary Cost
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
1	Project Specifications and Contract Documents	8	\$1,544	0	\$0	0	\$0	12	\$1,656	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,200
2	QA/QC	0	\$0	2	\$330	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$330
3	Final Opinion of Costs	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$386
4	NDAC Grant Application	2	\$386	0	\$0	0	\$0	2	\$276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$662
5	Update Schedule	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193
6	Bidding Services	2	\$386	0	\$0	0	\$0	2	\$276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$662
7	Bid Questions and Addenda	4	\$772	0	\$0	0	\$0	4	\$552	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,324
8	Bid Opening	8	\$1,544	0	\$0	0	\$0	2	\$276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,820
9	Bid Tabs, Recommendation and Bid Sureties	2	\$386	0	\$0	0	\$0	1	\$138	0	\$0	0	\$0	0	\$0	0	\$0	2	\$240	0	\$0	5	\$764
10	Buy American Review	0	\$0	0	\$0	0	\$0	2	\$276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$276
11	Final FAA Grant Application	4	\$772	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$772
12	Contract Documents	1	\$193	0	\$0	0	\$0	4	\$552	0	\$0	0	\$0	0	\$0	0	\$0	2	\$240	0	\$0	7	\$985
13	Shop Drawing Review	2	\$386	0	\$0	0	\$0	4	\$552	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	6	\$938
14	Equipment Procurement Schedule	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193
15	Project Documentation	4	\$772	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$240	0	\$0	6	\$1,012
16	Procurement Administration	4	\$772	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$240	0	\$0	6	\$1,012
16	Project Management	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$480	0	\$0	5	\$673
17	Coordination with FAA & NDAC	2	\$386	0	\$0	0	\$0	2	\$276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$662
18	Meetings/Conference Calls with MOT and Agencies	2	\$386	0	\$0	0	\$0	1	\$138	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3	\$524
19	Client / Project Coordination & Discussion	4	\$772	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$772
20	SF 271 / SF 425 Annual Reports	1	\$193	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$193
21	Quarterly Reports	2	\$386	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$386
DIRECT SALARY COST		57	\$11,001	2	\$330	0	\$0	36	\$4,968	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,440	0	\$0	107	\$17,739
SUBCONTRACTOR FEE (QA TESTING)																							\$0
SUBCONTRACTOR MARKUP																							\$0
PROJECT DIRECT TOTALS																							\$318
PROJECT TOTAL COST																							\$18,057

PROJECT DIRECT COSTS

No.	Item	Units	Rate	Total
1	Survey Vehicle	0	\$0.75	\$0
2	Car/Pickup by Mile	510	\$0.57	\$288
3	Printing & Postage	0	\$175	\$0
4	Meals	2	\$15	\$30
5	Motel	0	\$125	\$0
PROJECT DIRECT TOTALS		\$318		

ULTEIG ENGINEERS, INC.
Project Budget Worksheet
SRE Sander
Minot International Airport
Minot, North Dakota
17.01640

Task No.	Closeout	Senior Engineer		Lead Engineer		Engineer		Design Engineer		Graduate Engineer		Senior Survey Technician		Survey Technician		Lead Engineering Technician		Associate Project Manager		Staff Support		Total Hrs	Total Direct Salary Cost
		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
1	Report	0	\$0	0	\$0	0	\$0	8	\$1,104	0	\$0	0	\$0	0	\$0	0	\$0	1	\$120	3	\$225	12	\$1,449
2	Record Drawings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	AGIS update	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4	Equipment Final Review	8	\$1,544	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,544
5		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
10		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
DIRECT SALARY COST		8	\$1,544	0	\$0	0	\$0	8	\$1,104	0	\$0	0	\$0	0	\$0	0	\$0	1	\$120	3	\$225	20	\$2,993
PROJECT DIRECT TOTALS																							\$125
PROJECT TOTAL COST																							\$3,118

PROJECT DIRECT COSTS

No.	Item	Units	Rate	Total
1	Survey Vehicle	0	\$0.75	\$0
2	Car/Pickup by Mile	0	\$0.57	\$0
3	Postage & Printing	1	\$125	\$125

PROJECT DIRECT TOTALS	\$125
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MINOT (MOT) AIRPORT COMMITTEE

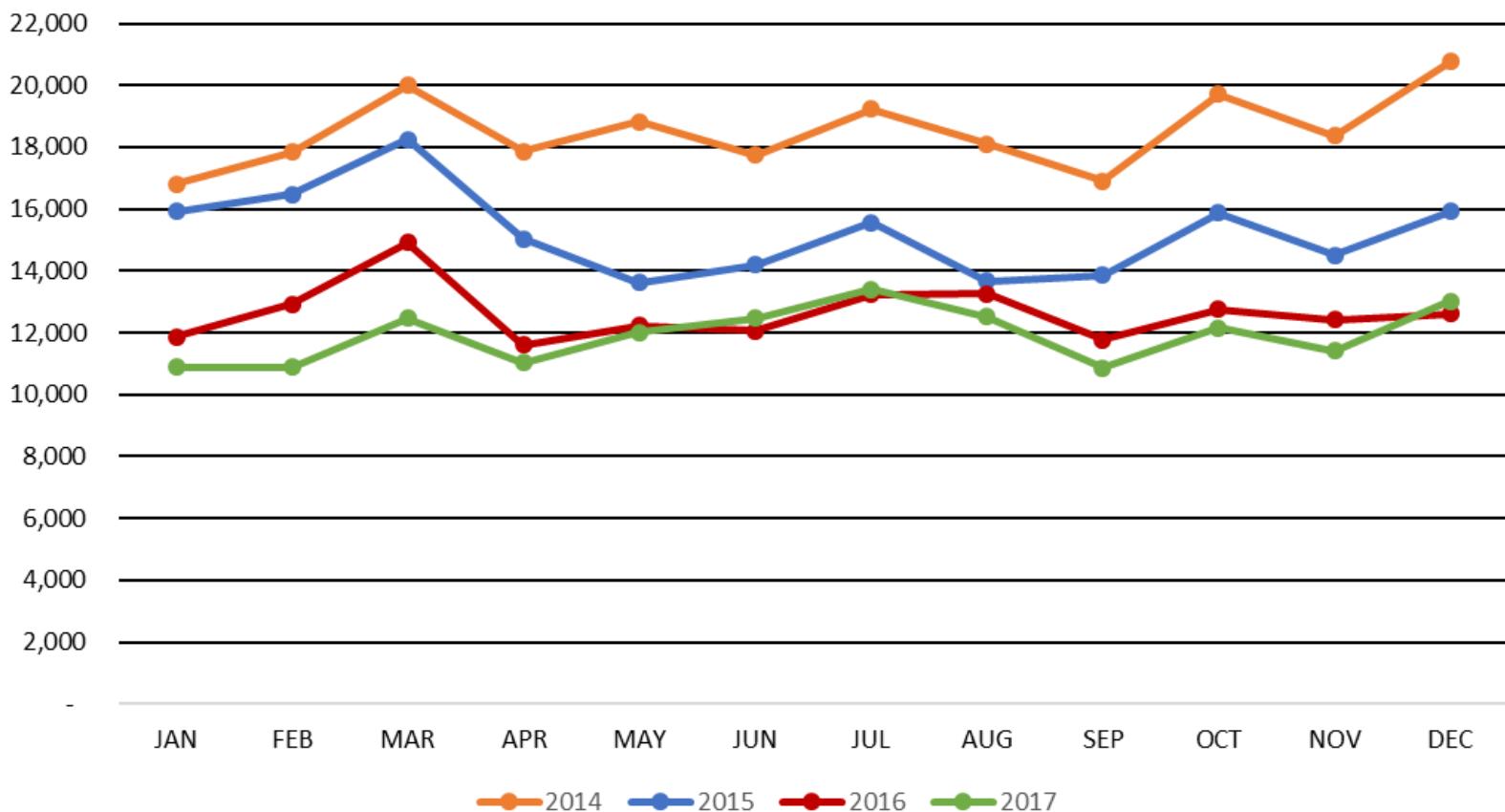
Airport Director's Report

30 January 2018



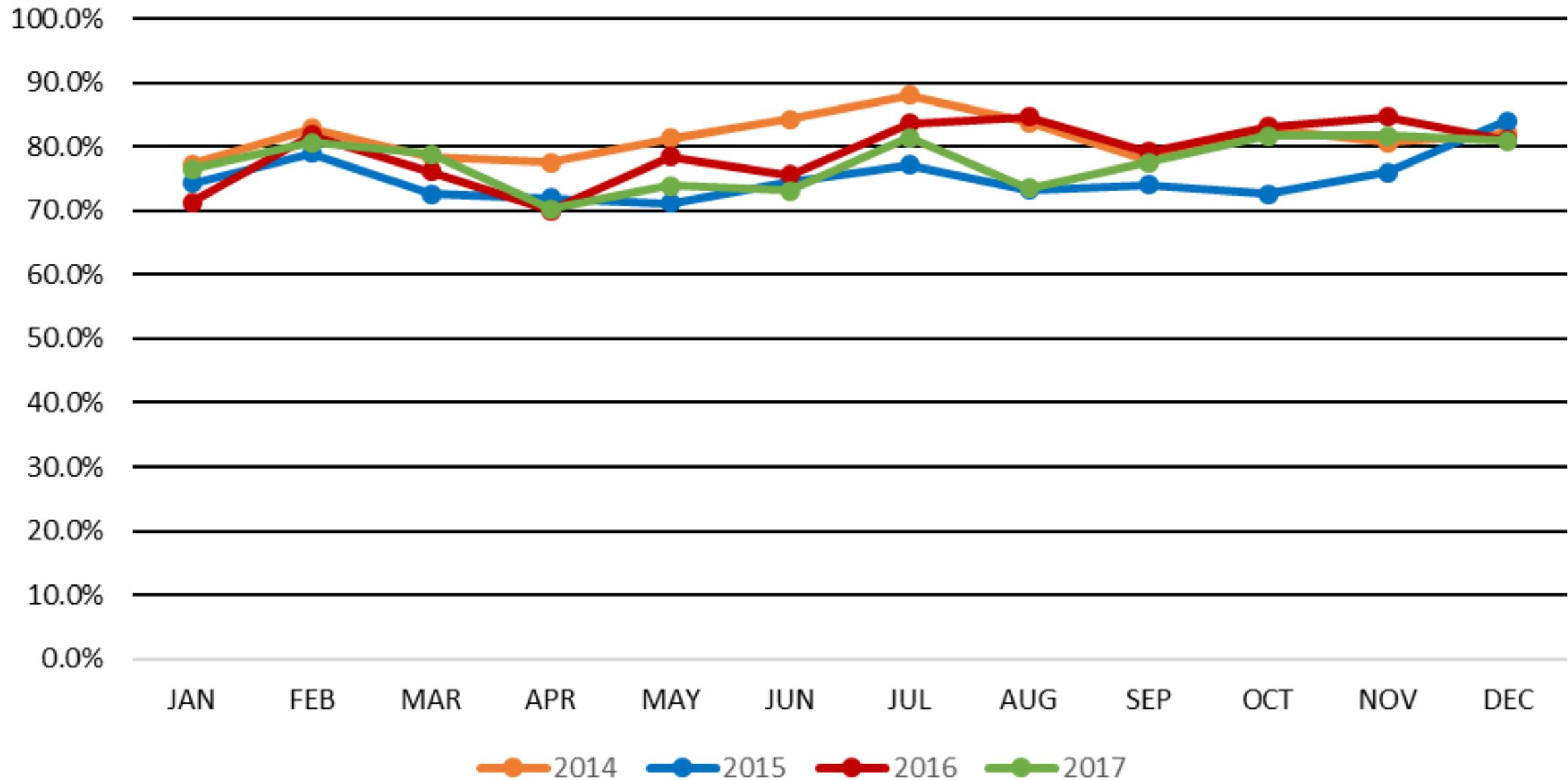
ENPLANEMENTS

Revenue Enplaned Passengers

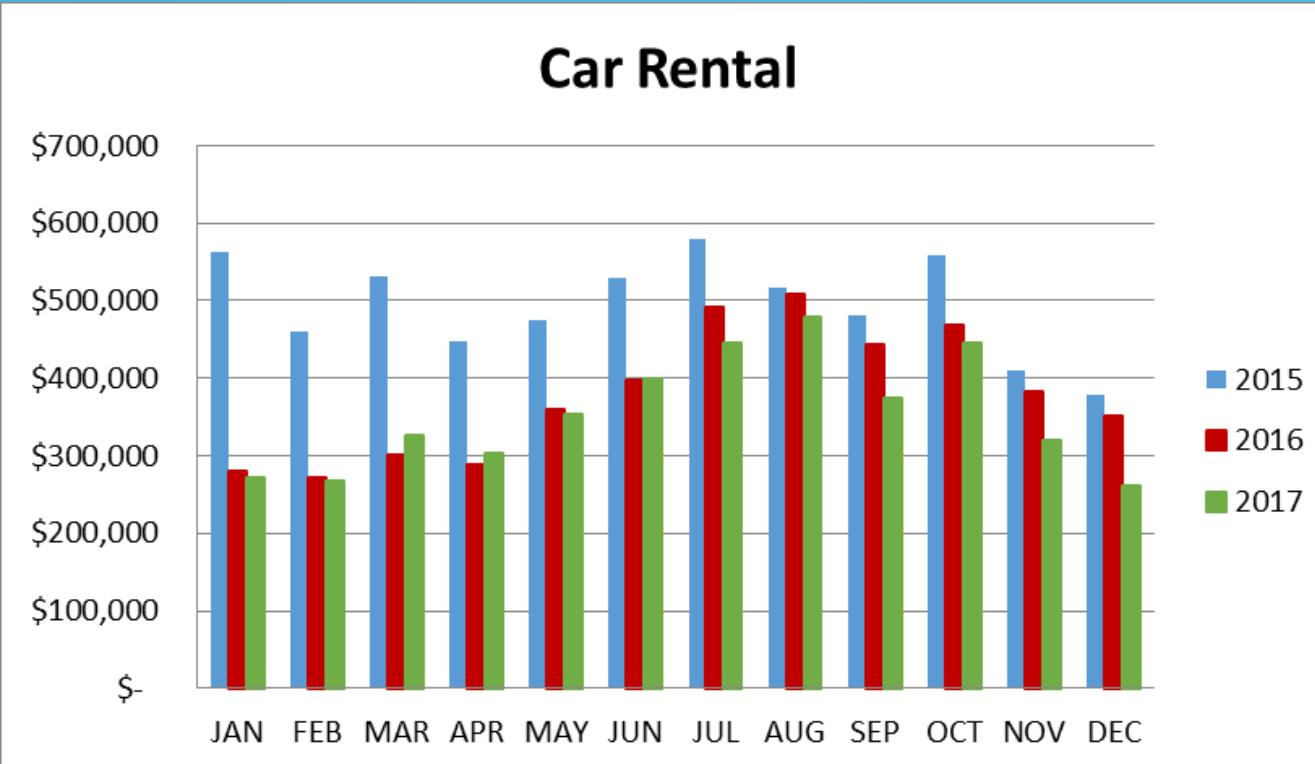


DEPARTURES						
DEPARTING TO	AIRLINE	FLT	TIME	GATE	REMARK	
Minneapolis	DELTA	3889	11:01 AM	5	On Time	
Houston	UNITED	2301	12:00 PM	3	On Time	
Phoenix-Mesa	allegiant	181	1:00 PM	2	On Time	
Denver	UNITED	5185	1:20 PM	3	On Time	
Minneapolis	DELTA	4440	1:21 PM	5	On Time	
Minneapolis	DELTA	4439	5:15 PM	5	On Time	
Minneapolis	DELTA	3551	7:35 PM	5	On Time	
Las Vegas	allegiant	447	7:50 PM	2	On Time	

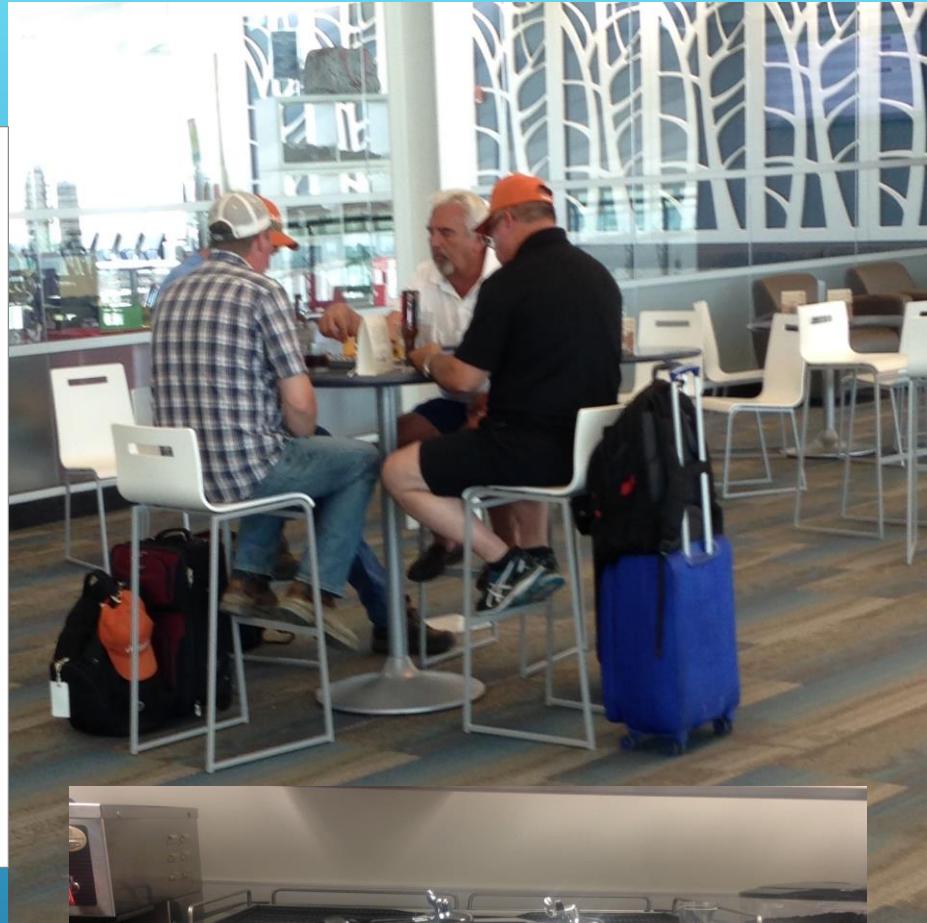
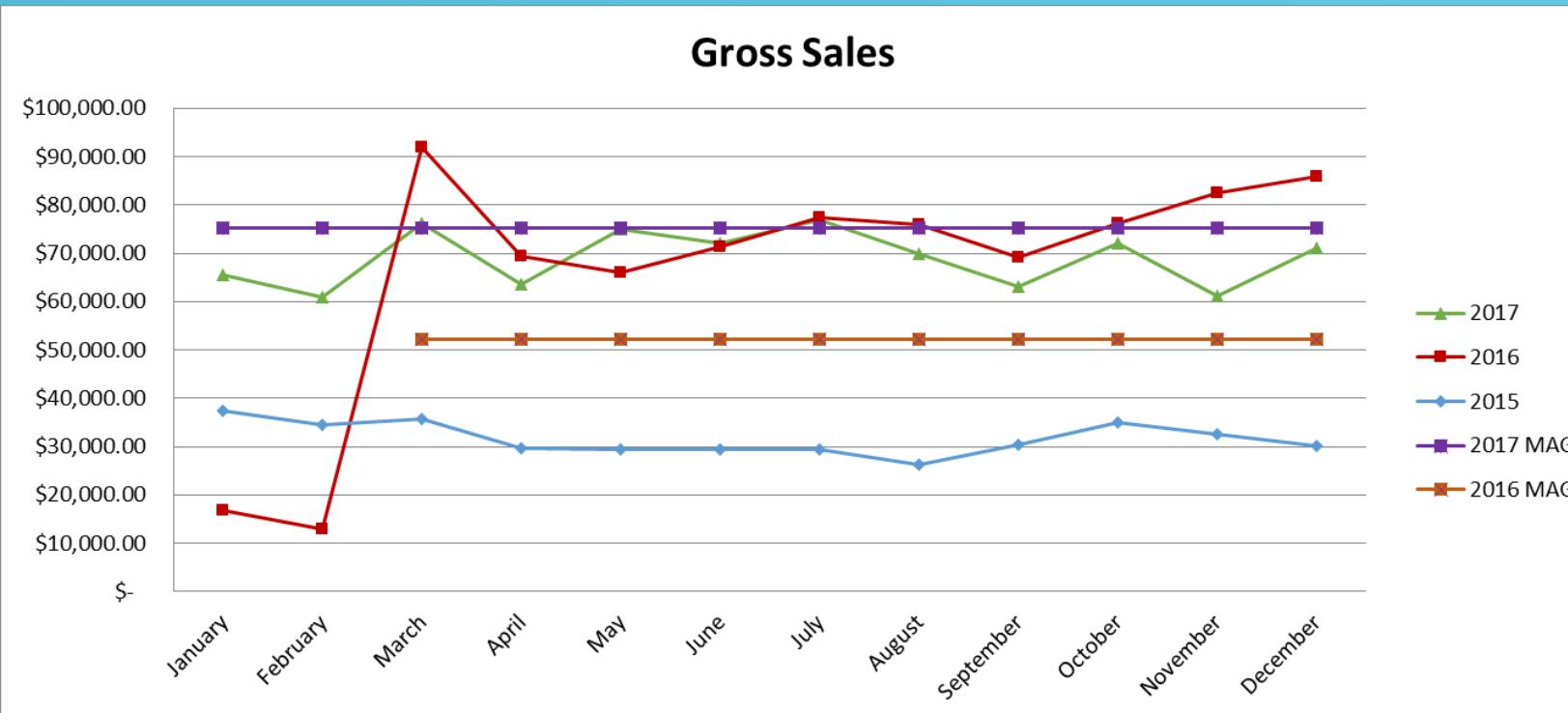
Monthly Load Factor (%)



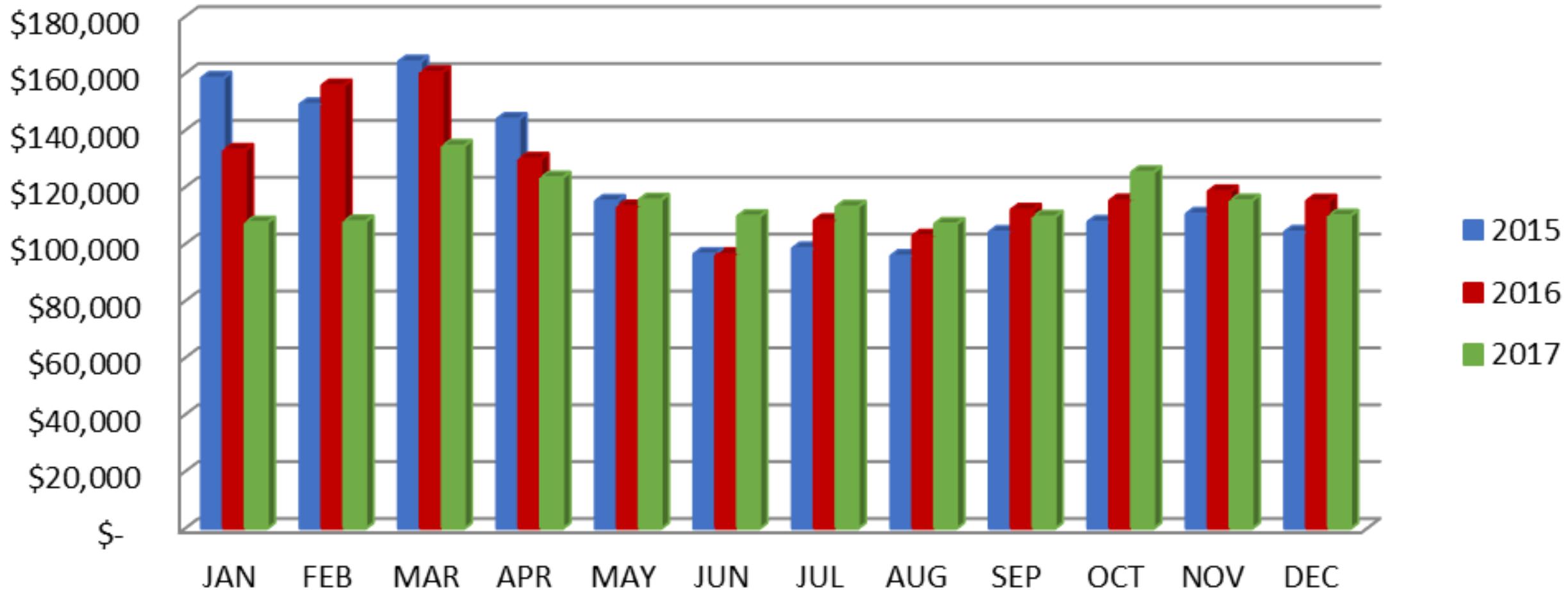
RENTAL CAR ACTIVITY



CONCESSION ACTIVITY



Parking Revenue



QUESTIONS?

