

# City of Minot

## Airport Committee

Tuesday, May 30, 2017

Immediately following the Finance & Improvements Committee  
(No earlier than 4:30 p.m.)  
City Council Chambers

### 1. AIRPORT (FEDEX) LANDSCAPING (AIR053)

In December of 2016 Committee and Council approved the Terminal Landscape project in the amount of \$37,600.00. The original budgeted amount was \$108,000.00; however, due to favorable bidding and the use of volunteers to plant many of the trees, the Airport was able to return \$60,380.00 in unused tax revenue to the City. Since that time it has been discovered that previous Airport administration had agreed to include a small section of ground between the Employee Parking Lot and the FedEx building in the landscaping project. This area was not included in the original RFP. The successful bidder has agreed to add this area for additional \$600.00 in project cost.

1. Recommend approval of the 2017 Airport (FedEx) Planting Work Order; and
2. Recommend approval of the attached ordinance to amend the 2017 Annual Airport Budget to increase the maintenance building and grounds expenses and increase sales tax major projects expenditures for the FedEx portion of the landscaping project (AIR052); and
3. Authorize the Mayor to sign the referenced proposal and ordinance

#### Documents:

[MEMO - AIRPORT \(FEDEX\) LANDSCAPING \(AIR053\).PDF](#)  
[2017 AIRPORT FEDEX PLANTING WORK ORDER.DOCX](#)  
[2017 BA - CO FOR LANDSCAPING PROJECT AIR053.PDF](#)

### 2. AIRPORT LANDSCAPING (AIR053)

In December of 2016 Committee and Council approved the Terminal Landscape project with the addition of the FedEx landscaping portion in 2017.

1. Recommend approval of final payment to Minot Forestry Department for work completed on the Airport Landscaping project; and
2. Recommend approval of final payment to Double J Construction for work completed on the Airport Landscaping project; and
3. Recommend approval of payment to Ulteig Engineers for work completed on the Airport Landscaping project

#### Documents:

[MEMO - AIRPORT LANDSCAPING \(AIR053\).PDF](#)  
[MINOT PARK DISTRICT - INVOICE.PDF](#)  
[DOUBLE J - INVOICE.PDF](#)  
[INVOICE - 65037 - MOT LANDSCAPING PROJECT NO. 16.01875.PDF](#)

### 3. AIRPORT OPERATIONS PICKUP TRUCK (AIR058)

Operations trucks are a necessary part of the safe and efficient operation of the Airport. Replacements are programmed on a regular basis to ensure a minimum supply of the required equipment. This truck was programmed for 2016 but was pushed back to 2017 for budgetary reasons. The need is now critical and the pricing the City received was favorable pricing which was \$20,000 less than the \$50,000 amount that was included in the 2017 budget.

1. Recommend approval to purchase Operations Pickup Truck from Westlie Motor Company based on the attached bid proposal and pending receipt of the anticipated State Aeronautics Commission grant.
2. Recommend approval of the attached ordinance to amend the 2017 Annual Airport Budget to decrease the capital expenses and revenues for cost savings on the purchase of the airport operations truck; and
3. Authorize the Mayor to sign any applicable documentation

Documents:

[MEMO - OPS PICKUP TRUCK.PDF](#)  
[WESTLIE BID PROPOSAL.PDF](#)  
[2017 BA - REDUCE WIP AND STATE AERO FOR AIR058.PDF](#)

4. CULTURAL & WETLAND DELINEATION REPORT UPDATE (AIR063)

In July 2010, the Airport had a wetland delineation completed for the entire airport property. Changes have occurred on the property since that time and the original work did not include identification of the soil classifications. Additionally, the United States Army Corps of Engineers has changed requirements for wetland delineations since the completion of the 2010 report.

1. **Recommend approval of the Cultural & Wetland Delineation Report Update; and**
2. **Recommend approval of the attached ordinance to amend the 2017 annual budget to increase the Professional Service Contract expenses and revenues for additional costs for the wetland delineation and culture report; and**
3. **Authorize the Mayor to sign the attached Work Order**

Documents:

[MEMO - WETLAND DELINEATION REPORT.PDF](#)  
[WORK ORDER 17.00293 - CULTURAL AND WETLAND REPORT UPDATES V2.PDF](#)  
[2017 BA - ADDITIONAL WETLAND DELINEATION AND CULTURE REPORT FOR AIRPORT.PDF](#)

5. GA NORTH APRON RECONSTRUCTION (AIR029)

In December 2016 Committee and Council approved Airport capital improvement projects including perimeter road reconstruction, general aviation north apron reconstruction, and the purchase of a snow removal equipment broom. For these projects to move forward the Airport must now advertise for bidders.

1. **Recommend approval to advertise for the GA North Apron Reconstruction (Phase 1)**

Documents:

[MEMO - GA APRON.PDF](#)

6. MEI TECHNOLOGIES SYSTEMS SUPPORT PROPOSAL

MEI Technologies was chosen during the construction phase to coordinate the selection, installation, and maintenance of the Genetec security system at the new Airport Terminal. This includes access control both in the terminal and the perimeter gates, door keypads, badging, and the video monitoring system. The one-year warranty has now expired on this equipment and software, and a system maintenance agreement is required in order to operate the security functions of the airport in an efficient and cost-effective manner.

1. **Recommend approval of the MEI Technologies Systems Support Proposal; and**
2. **Authorize the Mayor to sign any applicable documentation**

Documents:

[MEMO - MEI.PDF](#)  
[MINOT AIRPORT - SYSTEMS SUPPORT PROPOSAL 3APR17.PDF](#)

7. PERIMETER ROAD (AIR049)

In December 2016 Committee and Council approved Airport capital improvement projects including perimeter road reconstruction, general aviation north apron reconstruction, and the purchase of a snow removal equipment broom. For these projects to move forward the Airport must now advertise for bidders.

1. **Recommend approval to advertise for the Perimeter Road Reconstruction**

Documents:

[MEMO - PERIMETER ROAD.PDF](#)

8. SRE BROOM (AIR060)

In December 2016 Committee and Council approved Airport capital improvement projects including perimeter road reconstruction, general aviation north apron reconstruction, and the purchase of a snow removal equipment broom. For these projects to move forward the Airport must now advertise for bidders.

**1. Recommend approval to advertise for the SRE Broom**

Documents:

[MEMO - SRE BROOM.PDF](#)

**9. PROFESSIONAL SERVICES AGREEMENT WITH TRILLION AVIATION FOR AIR SERVICE DEVELOPMENT CONSULTING**

Trillion Aviation is a skilled consulting firm with many years' experience in the aviation industry. Their previous work with the Minot International Airport affords them invaluable information about its operations and history.

- 1. Recommend approval to extend the budgeted Professional Services Agreement for Air Service Development Consulting Agreement with Trillion Aviation; and**
- 2. Authorize the Mayor to sign the attached agreement**

Documents:

[MEMO - AIR SERVICE DEVEL. - 05.03.2017.PDF](#)  
[AIR SERVICE DEVELOPMENT - STATEMENT OF WORK.PDF](#)

**10. SRE TANDEM BOX TRUCK AND PLOW PROJECT (AIR034)**

In March of 2017 Committee and Council approved the partial payment to Westlie Motor Company for delivery of the Snow Removal Equipment Tandem Box Truck with Plow. Delivery of this equipment was made to the Airport on January 25, 2017 and partial payment of 98% of the invoice was made. Since this time, all remaining punch list items have been completed. It is now recommended that final payment in the amount of \$4,315.00 be made.

- 1. Recommend approval of final payment to Westlie Motor Company for delivery of the SRE Tandem Box Truck and Plow Truck and completion of all punch list items**

Documents:

[MEMO - SRE PLOW TRUCK \(AIR034\).PDF](#)  
[WESTLIE MOTOR COMPANY INVOICE - SRE TRUCK WITH PLOW\\_PART6.PDF](#)

**11. REPUBLIC PARKING SYSTEMS CONTRACT EXTENSION**

Republic Parking Systems, Inc. has been the parking management company servicing the Airport since January 1st, 2013. With the option to extend, per the contract (attached), the approval of an extension would allow Republic Parking Systems, Inc. to act as the parking management company for the Airport through December 31, 2020. With approval from Council, Republic Parking Systems, Inc. would perform during the Option Term in accordance with the terms and conditions outlined within the existing contract. The management fee has been negotiated down from \$128,000 per year to \$52,000, and the overall budgeted expenses for 2018 have declined by \$72,000. Republic has proven to be a professional and reliable partner with the City in the efficient and customer focused operation of the Airport.

- 1. Recommend approval to extend the existing Parking Facilities Management Agreement between the City of Minot Airport and Republic Parking Systems, Inc.; and**
- 2. Authorize the Mayor to sign any applicable documentation**

Documents:

[MEMO - REPUBLIC PARKING.PDF](#)  
[REPUBLIC FULL SIGNED PARKING AGREEMENT.PDF](#)  
[MOT 2018 BUDGET 5-19-17.PDF](#)

**12. AIRPORT DIRECTOR PROJECT/PROGRAM UPDATES**

The Airport Director will give a presentation on Airport activities, reports and project updates.

# City of Minot

**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT:** AIRPORT (FEDEX) LANDSCAPING (AIR053)

## I. RECOMMENDED ACTION

1. Recommend approval of the 2017 Airport (FedEx) Planting Work Order; and
2. Recommend approval of the attached ordinance to amend the 2017 Annual Airport Budget to increase the maintenance building and grounds expenses and increase sales tax major projects expenditures for the FedEx portion of the landscaping project (AIR052); and
3. Authorize the Mayor to sign the referenced proposal and ordinance

## II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

### III. DESCRIPTION

## A. Background

In December of 2016 Committee and Council approved the Terminal Landscape project in the amount of \$37,600.00. The original budgeted amount was \$108,000.00; however, due to favorable bidding and the use of volunteers to plant many of the trees, the Airport was able to return \$60,380.00 in unused tax revenue to the City. Since that time it has been discovered that previous Airport administration had agreed to include a small section of ground between the Employee Parking Lot and the FedEx building in the landscaping project. This area was not included in the original RFP. The successful bidder has agreed to add this area for additional \$600.00 in project cost.

## B. Proposed Project

Add a modest number of trees and shrubs to the area adjacent to the FedEx building to present a look consistent with the other Terminal landscaping.

#### IV. IMPACT:

A. Fiscal Impact:

This project will be funded through the use of sales tax funds from the sales tax major project funds in the first penny and added to the Terminal Landscaping Project, approved in December of 2016.

Project Costs

Cost of Planting	\$600
Total	<hr/> \$600

Project Funding

Sales Tax Fund	\$600
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**V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the FedEx portion of the landscaping project to be completed along with the previously approved portion of the landscaping project.

**VI. LIST OF ATTACHMENTS**

- A. 2017 Airport FedEx Planting Work Order
- B. 2017 BA – CO for landscaping project AIR052

# 2017 Airport (FedEx) Planting Work Order

Minot Forestry Department

24 January 2017

Work to be done by the Minot Park District Forestry Department includes:

- Delivery of trees, planting, staking, mulching in 3ft diameter around trees, routine watering, and warranty of trees

Location of planting is labeled on map which includes:

- West of FedEx Shipping Center

Cost of planting:

- 6 trees @ \$100 per tree = \$600

- Mulch installation and all labor @ no cost

Total cost = \$600

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2017 ANNUAL AIRPORT BUDGET TO INCREASE THE MAINTENANCE BUILDING AND GROUNDS EXPENSES AND INCREASE THE SALES TAX MAJOR PROJECTS EXPENDITURES FOR THE FEDEX PORTION OF THE LANDSCAPING PROJECT (AIR052) AND TRANSFER FUNDS FROM SALES TAX MAJOR PROJECTS.**

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

§1: Amend the 2017 annual airport budget to increase the maintenance building and grounds expenses and increase the sales tax major project expenditures for the FedEx portion of the landscaping project (AIR052).

100-5000-501.04-33		\$600
263-8000-491.31-01		600

§2: Transfer the funds from sales tax capital improvements to airport:

263-8000-491.31-01		\$600
100-0000-391.32-10	AIR053	600

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

**PASSED FIRST READING:**

**PASSED SECOND READING:**

**ATTEST:**

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Chuck Barney, Mayor

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Kelly Matalka, City Clerk

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# City of Minot



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT: AIRPORT LANDSCAPING (AIR053)**

## I. RECOMMENDED ACTION

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1. Recommend approval of final payment to Minot Forestry Department for work completed on the Airport Landscaping project; and
2. Recommend approval of final payment to Double J Construction for work completed on the Airport Landscaping project; and
3. Recommend approval of payment to Ulteig Engineers for work completed on the Airport Landscaping project

## II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

## III. DESCRIPTION

### A. Background

In December of 2016 Committee and Council approved the Terminal Landscape project with the addition of the FedEx landscaping portion in 2017.

### B. Proposed Project

As all portions of the Airport Landscaping project have been completed, it is recommended that Council approve final payments be sent to the contractors who performed the work.

## IV. IMPACT:

**A. Fiscal Impact:**

This project will be funded through the use of sales tax dollars and added to the Terminal Landscaping Project, approved in December of 2016.

**Project Costs**

Minot Forestry Department	\$11,700
Double J Construction	14,500
Ulteig Engineers	<u>7,000</u>
Total	\$33,200

**Project Funding**

Sales Tax Fund	\$33,200
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**V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the contractors to be paid in a timely fashion for the work performed on the Airport Landscaping project.

**VI. LIST OF ATTACHMENTS**

- A. Minot Forestry Department Invoice
- B. Double J Construction Invoice
- C. Invoice – 65037 – MOT Landscaping Project No. 16.01875



# INVOICE

Minot Park District  
420 3<sup>rd</sup> Ave SW PO Box 538  
Minot, ND 58702  
857-4178

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
102	Trees	\$100	\$10,200
50	Shrubs	\$30	\$1,500

Thank You	TOTAL	\$11,700
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**Double J Construction & Snow Removal LLC**

PO Box 3611

Minot, ND 58702

doublejminot@gmail.com

**INVOICE****BILL TO**

Minot International Airport

Deanna K. Stoddard

Airport Operations Manager

305 Airport Road Suite 216

Minot, ND 58703

**INVOICE # 2053****DATE 05/17/2017****DUE DATE 06/06/2017****TERMS Net 20**

ACTIVITY	QTY	RATE	AMOUNT
<b>Mulch</b> Installation of landscape mulch at Minot International Airport based off of the Landscape Mulch Typical Detail Plan L03. Double J Construction is responsible for all cost associated with site prep and installation of the landscape mulch. The owner (Minot International Airport) will provide all materials.	1	14,500.00	14,500.00

Accounts 30 days past due are subject to a finance charge of 1.50% per month (18% annual rate).

**BALANCE DUE****\$14,500.00**



We listen. We solve.®

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**UEI Project No. 16.01875  
Invoice No. 65037  
Grant No. N/A**

May 17, 2017

Melody Shelkey  
City of Minot  
PO Box 5006  
Minot, ND 58701-5006

**Subject: Invoice and Progress Report for UEI project No. 16.01875 – MOT – Terminal/Parking Lot Landscaping**

Dear Ms. Shelkey,

Attached is our invoice and progress report for engineering services for the above referenced project, for the period through **May 16, 2017** in the amount of **\$7,000.00**. The following is a list of the project tasks and their status at this time:

**Phase 1. Landscape Modification Design**

Completed Tasks:

- Coordination with Owner regarding initial concepts and preferences.
- Provide preliminary landscape designs.
- Develop landscaping plan sheet(s) with general layout, planting notes, and planting schedule.
- Provide preliminary plan to Owner for review and comment.
- Provide final plan for City submittal.
- Solicit construction cost from numerous contractors.
- Create Project Summary of Costs.

Additional detail is presented in the attached task breakdown table. As per the contract, payment of Invoice 65037 (attached), is kindly requested within 30 days of this invoice.

Sincerely,

Derek T. Spitzer, PMP



**Please Remit To:**  
3350 38th Ave. S.  
Fargo ND 58104  
Phone: (888) 858-3441  
EIN #45-0220725

May 17, 2017  
Project No: R16.01875  
Invoice No: 65037

Kelly Matalka  
City of Minot, ND  
515 2nd Ave SW  
Minot, ND 58701

**Amount Due This Invoice: \$7,000.00**

Project R16.01875 MOT -Terminal/Parking Lot Landscaping

**Professional Services through May 17, 2017**

**Fee**

Total Fee	7,000.00		
Percent Complete	100.00	Total Earned	7,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	7,000.00
		<b>Total Fee</b>	<b>7,000.00</b>
		<b>Total this Invoice</b>	<b>\$7,000.00</b>

**TERMS: DUE UPON RECEIPT**

**Past due invoices may be subject to finance charges.  
We appreciate the opportunity to provide these services to you.**

**City of Minot**  
**Minot International Airport**  
**MOT - Terminal/Parking Lot Landscaping**  
**UEI Project No. 16.01875**

Phase Breakdown for Professional Services Rendered through May 16, 2017						
Phase	Phase Description	Total Amount	Percent Complete to Date	Total Due to Date	Less Previously Invoiced	Invoice this period
<b>1.0</b>	<b>Preliminary &amp; Design</b>					
1.1	Landscape Modification Design	\$ 7,000.00	100.00%	\$ 7,000.00	\$ -	\$ 7,000.00
	<b>Total Project Fee</b>	<b>\$ 7,000.00</b>		<b>\$ 7,000.00</b>	<b>\$ -</b>	<b>\$ 7,000.00</b>
Overall Project % complete		\$ 7,000.00		100.00%		
		<u>\$ 7,000.00</u>				

# City of Minot

**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT:** AIRPORT OPERATIONS PICKUP TRUCK (AIR058)

## I. RECOMMENDED ACTION

## 1. Recommend approval to purchase Operations Pickup Truck from Westlie Motor Company

based on the attached bid proposal and pending receipt of the anticipated State Aeronautics Commission grant.

2. Recommend approval of the attached ordinance to amend the 2017 Annual Airport Budget to decrease the capital expenses and revenues for cost savings on the purchase of the airport operations truck; and
3. Authorize the Mayor to sign any applicable documentation

## II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

### III. DESCRIPTION

## A. Background

Operations trucks are a necessary part of the safe and efficient operation of the Airport. Replacements are programmed on a regular basis to ensure a minimum supply of the required equipment. This truck was programmed for 2016 but was pushed back to 2017 for budgetary reasons. The need is now critical and the pricing the City received was favorable pricing which was \$20,000 less than the \$50,000 amount that was included in the 2017 budget.

## B. Proposed Project

The proposed project would involve replacing the existing Operations Pickup Truck. The proposed replacement vehicle would be a  $\frac{3}{4}$  ton 4x4 extended cab Ford F250 XL with a 6.5-foot box.

### C. Consultant Selection

This project was in conjunction with the Public Works Department and went out to bid along with other City vehicles. Westlie Motor Company responded with the lowest, most accurate bid.

#### IV. IMPACT:

#### A. Strategic Impact:

The addition of this vehicle will allow for the continued safe and efficient operation of the airfield.

**B. Fiscal Impact:**

This is a project will be funded in part by the pending State Aeronautics Grant, once approved; the City's share will be funded with 2017 Sales Tax. This invoice will not be paid until grant approval is received. The previously approved budgeted amount for 2017 was \$50,000 (50/50 cost share with the State).

**Project Costs**

Westlie Motor Company Bid	\$30,703.28
Total	\$30,703.28

**Project Funding**

State Aeronautics Grant	\$15,351.64
Sales Tax Fund	\$15,351.64

**V. ALTERNATIVES**

Alt 1. The purchase of this vehicle could be again moved back and included in the 2018 budget. The State Aeronautics Commission portion of the funding would be returned to the state. The Airport could continue to affect repairs on the current truck in order to keep it operational.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the vehicle to be purchased and put into use within the 2017 budget year.

**VII. LIST OF ATTACHMENTS**

- A. Westlie Bid Proposal
- B. 2017 BA – Reduce WIP and State Aero for AIR058

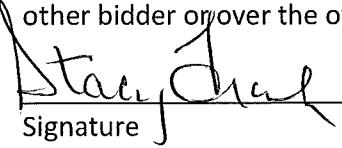
**BID PROPOSAL**  
**Three (3) Pickups**  
**PROJECT #4265**  
**APRIL 2017**

The City of Minot is a municipal government and is tax exempt. Bids shall not include sales tax or other applicable taxes. The tax-exempt number is E4351.

- **Water/Sewer Department (1)  $\frac{1}{4}$  ton 4x4 extended cab in white with service body**  
Pickup Make/Model FORD / F250 XL      Price \$31,034.28  
Service Body Make/Model BRAND FX / BFXB 56LS      Price \$11,965.00
- **Airport (1)  $\frac{1}{4}$  ton 4x4 extended cab in white – 6.5' box**  
Make Model FORD / F250 XL      Price \$30,703.28
- **Water Treatment Plant (1)  $\frac{1}{2}$  ton 2x4 standard cab in white – 8' box**  
Make/Model FORD / F150 XL      Price \$22,547.64
- **Water Treatment Plant (1)  $\frac{1}{2}$  ton 4x4 standard cab in white – 8' box**  
Make/Model FORD / F150 XL      Price \$25,914.64

In submitting this bid, it is understood that the contract will be awarded on the basis of lowest and best bid, that the right to reject any and all bids is reserved by the owner, and it is agreed that this bid may not be withdrawn 60 days after actual date of the opening. Payment will be made within 30 days after acceptance of the unit.

The bidder hereby certifies: a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; b) that he has not directly or indirectly induced or solicited any other bidder to put in false or sham bid; c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and d) that he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the owner.

  
Signature

04/19/17

Date

WESTLIE MOTOR COMPANY

701-420-1603

Company Name

Phone

500 S BROADWAY MINOT, ND

90-120 DAYS

Address

Delivery Date



## Westlie Motor Company

Stacy Frank | 701-420-1603 | stacy.frank@westlies.com

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

### Price Summary

#### PRICE SUMMARY

	MSRP
Base Price	\$38,930.00
Total Options	\$2,665.00
Vehicle Subtotal	\$41,595.00
Adjustments	\$0.00
Destination Charge	\$1,295.00
<b>Grand Total</b>	<b>\$42,890.00</b>
<b>Westlie &amp; Gov't Fleet Concessions</b>	<b>(\$12,186.72)</b>
<b>Price</b>	<b>\$30,703.28</b>

Airport

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 2510, Data updated Apr 13, 2017 8:59:00 PM PDT



# Westlie Motor Company

Stacy Frank | 701-420-1603 | stacy.frank@westlies.com

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Selected Model and Options

### MODEL

CODE	MODEL	MSRP
W2B	2017 Ford Super Duty F-250 SRW XL 4WD Crew Cab 6.75' Box	\$38,930.00

### COLORS

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

### OPTIONS

CODE	DESCRIPTION	MSRP
—	Heavy-Duty 157 Amp Alternator	\$0.00
1S	Medium Earth Gray, Cloth 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$315.00
213	4x4 Electronic-Shift-On-The-Fly (ESOF) -inc: manual-locking hubs and auto rotary control on instrument panel	\$185.00
41H	Engine Block Heater	\$0.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)	\$0.00
525	Steering Wheel-Mounted Cruise Control (LPO) w/o 17S,96V, REQUIRES Valid FIN Code.	\$235.00
585	Radio: AM/FM Stereo/Single-CD/MP3 (LPO) w/o 17S,96V-inc: aux audio input jack and 6 speakers w/96V&17S-inc: 6 speakers w/o 17S,96V, REQUIRES Valid FIN Code.	\$275.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

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# Westlie Motor Company

Stacy Frank | 701-420-1603 | stacy.frank@westlies.com

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## OPTIONS

CODE	DESCRIPTION	MSRP
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Perimeter Alarm, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock, Power Locks	\$1,125.00
91M	SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD screen in center stack, AppLink, 1 smart-charging USB port and steering wheel audio controls	\$365.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00
X37	3.73 Axle Ratio (STD)	\$0.00
Z1	Oxford White	\$0.00
<b>Options Total</b>		<b>\$2,665.00</b>

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 2510, Data updated Apr 13, 2017 8:59:00 PM PDT

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Standard Equipment

### Mechanical

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)

Transmission: TorqShift-G 6-Spd Auto w/SelectShift (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Transmission w/Oil Cooler

Manual Transfer Case

Part-Time Four-Wheel Drive

72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection

Class V Towing w/Harness, Hitch, Trailer Sway Control, 5th Wheel Hitch and Gooseneck Hitch

3450# Maximum Payload

GVWR: 10,000 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Manual Locking Hubs

Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

Tires: LT245/75Rx17E BSW A/S (4) (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 2510, Data updated Apr 13, 2017 8:59:00 PM PDT

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

**Exterior**

- Black Door Handles
- Black Manual Side Mirrors w/Manual Folding
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Front License Plate Bracket
- Tailgate Rear Cargo Access
- Manual Tailgate/Rear Door Lock
- Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light

**Entertainment**

- Radio: AM/FM Stereo -inc: digital clock and 6-speakers
- Fixed Antenna
- 1 LCD Monitor In The Front

**Interior**

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Flip Forward Cushion/Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Manual Rear Windows
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 2510, Data updated Apr 13, 2017 8:59:00 PM PDT



# Westlie Motor Company

Stacy Frank | 701-420-1603 | stacy.frank@westlies.com

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

## Interior

- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- 2 12V DC Power Outlets
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Front And Rear Map Lights
- Full Vinyl/Rubber Floor Covering
- Underhood And Pickup Cargo Box Lights
- Instrument Panel Bin and Covered Dashboard Storage
- Manual 1st Row Windows
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Securilock Anti-Theft Ignition (pats) Engine Immobilizer
- Air Filtration

## Safety-Mechanical

- Electronic Stability Control (ESC) And Roll Stability Control (RSC)

- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
- Dual Stage Driver And Passenger Front Airbags

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 2510, Data updated Apr 13, 2017 8:59:00 PM PDT



## Westlie Motor Company

Stacy Frank | 701-420-1603 | stacy.frank@westlies.com

[Fleet] 2017 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box

### WARRANTY

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

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Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 2510, Data updated Apr 13, 2017 8:59:00 PM PDT

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2017 ANNUAL AIRPORT BUDGET TO  
DECREASE THE CAPITAL PURCHASES EXPENSES & REVENUES FOR  
COST SAVINGS ON THE PURCHASE OF THE AIRPORT OPERATIONS  
TRUCK (AIR058).**

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

§1: Amend the 2017 annual airport budget to decrease the capital expenses and revenues for costs savings on the purchase of the airport operations truck.

100-5000-501.07-93		(\$17,297)
100-0000-333.10-10		(8,648)

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

**PASSED FIRST READING:**

**PASSED SECOND READING:**

**ATTEST:**

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Chuck Barney, Mayor

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Kelly Matalka, City Clerk



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT: CULTURAL & WETLAND DELINEATION REPORT UPDATE (AIR063)**

#### **I. RECOMMENDED ACTION**

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1. Recommend approval of the Cultural & Wetland Delineation Report Update; and
2. Authorize the Mayor to sign the attached Work Order

#### **II. DEPARTMENT CONTACT PERSONS**

Rick Feltner, Airport Director 857-4724

#### **III. DESCRIPTION**

##### **A. Background**

In July 2010, the Airport had a wetland delineation completed for the entire airport property. Changes have occurred on the property since that time and the original work did not include identification of the soil classifications. Additionally, the United States Army Corps of Engineers has changed requirements for wetland delineations since the completion of the 2010 report.

##### **B. Proposed Project**

The updated wetland delineation report will address the property changes, lacking soil classification and changed regulatory requirements so the Airport can move forward with planned CIP projects.

##### **C. Consultant Selection**

Ulteig Engineers are the engineer of record for the Minot International Airport; they were selected through a request for qualification, bidding, and interview process in 2016.

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

An updated Wetland Delineation Report is a necessary first step in any future plans or projects which include construction or changes to the Airport property. In the near future this will include necessary storm water pond design and rehabilitation of the detention ponds as well as wildlife mitigation strategies.

**B. Fiscal Impact:**

This project will be funded as follows:

90% Federal - Pending Grant Approval (June 2017)  
5% State – Pending Grant Approval (June 2017)  
5% City – 2017 Airport Reserves

**Project Costs**

Federal Share	17,1790
State Share	955
City Share	<u>\$955</u>
Total Project Cost	\$19,100

**V. ALTERNATIVES**

Alt 1. The Cultural and Wetland Delineation update could be postponed until a later date when funding sources are more favorable. However since this report is a necessary prerequisite to several planned capital improvement projects, those projects would need to be rescheduled as well.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the Cultural & Wetland Delineation Report Updates to be completed so that the Airport may move forward with CIP projects.

**VII. LIST OF ATTACHMENTS**

- A. Work Order 17.00293 – Cultural and Wetland Report Updates V2
- B. 2017 BA – Additional Wetland Delineation and Culture Report for Airport

**WORK ORDER NO. 1 – Cultural & Wetland Delineation Report Updates – 17.00293**

In accordance with this Work Order No. 1, made and entered into this 20<sup>th</sup> day of March, 2017, **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:**

This project is update the wetland delineation on the entire airport property and the Class III cultural survey of the ravines on the south side of the airport property.

**Scope of Services:**

- Project Management and Coordination
- Wetland Delineation and Report
- Class III Cultural Survey and Report & Architectural Historic Survey and Report

**Services Compensation and Method of Payment:**

Services Description	Services Compensation	Method of Payment
Project Management and Coordination	\$2,580.00	Hourly not to exceed fee
Wetland Delineation and Report	\$7,820.00	Ulteig shall be reimbursed for expenses
Class III Cultural Survey and Architectural Inventory	\$8,700.00	Ulteig shall be reimbursed for expenses
Total Engineering Fees	\$19,100.00	

**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:** Unless otherwise agreed in writing signed by Ulteig, Ulteig's performance of any Additional Services shall entitle Ulteig to additional compensation calculated on an hourly basis under Ulteig's fee schedule currently in effect.

**Schedule:** All environmental surveys and reports to be completed by September 1, 2017

**Other Considerations/Requirements:** N/A

**ULTEIG ENGINEERS, INC.**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MINOT**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**Detail Scope of Services**  
**Cultural & Wetland Delineation Report Updates**  
**Minot International Airport**  
**Minot, ND**  
**UEI Project Number – 17.00293**

In July 2010, the Airport had a wetland delineation completed for the entire airport property. Changes have occurred on the property since that time and the original work did not include identification of the soil classifications. Additionally, the USACE has changed requirements for wetland delineations since the completion of the 2010 report. The updated wetland delineation report will address the property changes, lacking soil classification and changed regulatory requirements so the Airport can move forward with planned CIP projects. See attached wetland delineation area exhibit.

Between 2000 and 2012, multiple cultural surveys have been conducted at the airport to cover the majority of the property. The storm water improvement project that identified for environmental study in 2018 will include ravines at the south end of the property that have not been previously surveyed (see attached).

#### **Project Management and Coordination**

1. **Preliminary Coordination with FAA and NDAC** – Ulteig will coordinate with the FAA and NDAC for the requirements and submittals of the updated wetland delineation and Class III survey reports.
2. **Environmental Doc. (Simple Written Record)** – Ulteig will review the FAA Order 1050.1 and Order 5050.4 then prepare a simple written record for the FAA to obtain CATEX.
3. **Preliminary Coordination with the Airport** – Ulteig will coordinate with the Airport providing status updates and submittals of the updated wetland delineation and Class III survey reports.
4. **In House Kickoff Meeting** – Key project staff will meet to set the project up, review deliverables, project needs and schedule.
5. **Project Management** - The project will be managed throughout the preliminary design phase to adhere to the schedule and scope of work. This includes subconsultant coordination and project invoicing.
6. **QCQA** – Ulteig will perform QCQA on the deliverables prior to submitting to the Airport and FAA.

#### **Wetland Delineation and Report**

1. **Wetland Delineation** – Sub-consultant will delineate wetlands and waterbodies in the area identified in the attached wetland delineation area map. The field delineation will be conducted in accordance with the U.S. Army Corps of Engineers (USACOE) Wetland Delineation Manual (1987 Edition) and Regional Supplement to the Corps of Engineers Wetland Manual: Great

Plains Region (Version 2.0). USACE ND Regulatory Office minimum standards for hydric soil, hydrophytic vegetation, hydrology, and landscape setting data will be recorded and will be used in the delineation. USACOE wetland data forms will be completed for each wetland, and wetland boundaries will be recorded using sub-meter accurate GPS equipment.

2. **Wetland Delineation Report** – Sub-consultant will prepare a report that summarizes the delineation work performed and results of the investigation(s). The report will also include project maps, summary tables, site photographs, other supporting information, and references. GIS shapefiles of wetlands and waterbodies and other pertinent information will be supplied as part of the report. A draft copy will be submitted to the FAA for review. Upon acceptance, two hard copies will be provided to the FAA for distribution to the USACE for a jurisdictional determination.

### **Class III Cultural Survey and Report**

1. **Class III Cultural Survey and Report and Architectural Inventory** – Sub-consultant will perform a file search, field work, photography, mapping and report, plus any site recordation if sites are encountered for the areas identified in the attached cultural survey area map. The survey will include Tribal Cultural Specialist (TCS) involvement. The archaeological firm will coordinate the TCS(s) in field. Ulteig and the sub-consultant will coordinate with the FAA Tribal Liaison. All work will follow the procedures outlined by federal laws and regulations found in the National Historic Preservation Act of 1966, Archaeological and Historical Preservation Act of 1974, National Environmental Policy Act of 1969, 36 CFR 800 - - Protection of Historic and Cultural Properties, and 43 CFR Part 7 - - Protection of Archaeological Resources: Uniform Regulations. In addition, we also follow the procedures outlined by the North Dakota Historic Preservation Office found in the North Dakota Century Code NDCC 55-02-07 - - Protection of Prehistoric or Historic Artifacts or Sites. A draft copy will be submitted to the FAA for review. Upon acceptance, two hard copies will be provided to the FAA for distribution to SHPO for concurrence with the affect determination.

The Architectural Inventory will gather information on hangars on the airport property that appear to be fifty years or older. A physical assessment will be taken by a principal investigator archaeologist. The assessment will include photos.

### **Deliverables**

1. **Wetland Delineation Report** – One electronic copy and two hard copies will be provided to the FAA for distribution to the USACE for a jurisdictional determination.
2. **Class III Cultural Survey and Report** - One electronic copy and two hard copies will be provided to the FAA for distribution to SHPO for concurrence with the affect determination.

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2017 ANNUAL AIRPORT BUDGET TO  
INCREASE THE PROFESSIONAL SERVICE CONTRACT EXPENSES &  
REVENUES FOR ADDITIONAL COSTS FOR THE WETLAND DELINEATION  
AND CULTURE REPORT.**

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

§1: Amend the 2017 annual airport budget to increase the Professional Service Contract expenses and revenues for additional costs for the wetland delineation and culture report.

100-0000-331.00-00		\$5,508
100-0000-334.01-03		306
100-5000-501.03-22		6,120

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

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Chuck Barney, Mayor

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Kelly Matalka, City Clerk



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** May 4, 2017

**SUBJECT: GA NORTH APRON RECONSTRUCTION (AIR029)**

#### **I. RECOMMENDED ACTION**

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1. Recommend approval to advertise for the GA North Apron Reconstruction (Phase 1)

#### **II. DEPARTMENT CONTACT PERSONS**

Rick Feltner, Airport Director	857-4724
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#### **III. DESCRIPTION**

##### **A. Background**

In December 2016 Committee and Council approved Airport capital improvement projects including perimeter road reconstruction, general aviation north apron reconstruction, and the purchase of a snow removal equipment broom. For these projects to move forward the Airport must now advertise for bidders.

##### **B. Proposed Project**

The purpose of this project is to reconstruct approximately 8550 square yards of the north portion of the GA apron. The engineering services for this work order shall include pre-design, design, construction, and close out. The work will include under pavement drains, edge drains, geotextile fabric, base course, AC pavement, markings, and tie-down anchors.

##### **C. Consultant Selection**

Ulteig Engineers are the engineer of record for the Minot International Airport; they were selected through a request for qualification, bidding, and interview process in 2016.

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

The airport will be able to better serve the aviation community and strengthen operations at the airport with the completion of this project.

##### **B. Service/Delivery Impact:**

The airport will be able to better serve the community and the general aviation community with the improvements to be made to the perimeter road. High-quality, safe operations are

what enable the airport to provide exemplary customer experiences; the completion of these projects will allow for continued strength in daily operations.

**C. Fiscal Impact:**

The cost of advertising for this project is eligible for Federal and State funding, and has been included in the previously approved engineering fees.

**V. ALTERNATIVES**

Alt 1. The project could be halted at this time. Federal and State grants would be cancelled.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2017 construction season. Projects bid earlier in the construction season have a better chance of receiving lower bids than if they are advertised later in the year.



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT: MEI TECHNOLOGIES SYSTEMS SUPPORT PROPOSAL**

## I. RECOMMENDED ACTION

1. Recommend approval of the MEI Technologies Systems Support Proposal; and
2. Authorize the Mayor to sign any applicable documentation

## II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

### III. DESCRIPTION

## A. Background

MEI Technologies was chosen during the construction phase to coordinate the selection, installation, and maintenance of the Genetec security system at the new Airport Terminal. This includes access control both in the terminal and the perimeter gates, door keypads, badging, and the video monitoring system. The one-year warranty has now expired on this equipment and software, and a system maintenance agreement is required in order to operate the security functions of the airport in an efficient and cost-effective manner.

## B. Proposed Project

The proposed project will include:

- Genetec SMA and Platform Upgrades
- Remote Systems Health Check
- Remote Technical Support
- On-Site Support
- Equipment Repairs

#### IV. IMPACT:

#### A. Strategic Impact:

The implementation of this service agreement will help ensure that the critical safety and security functions of the Airport continue to operate efficiently and that necessary repairs are affected in an expeditious and cost effective manner.

**B. Fiscal Impact:**

This project is being included in the 2018 budget and will be entirely funded with 2018 airport revenues.

**Project Costs**

SMA and Software Upgrade Only	\$11,138
Systems Health Check	2,668
Remote Systems Specialist Support	6,000
On-Site Technician Labor*	2,500
Travel-Related Expenses	<u>3,000</u>
Total	\$25,306

*\*Travel and expenses for on-site technician invoiced separately.*

**Project Funding**

2018 Airport Revenues	\$25,306
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**V. ALTERNATIVES**

Alt 1. In lieu of a service agreement, the Airport could call MEI on a case-by-case basis when a problem occurs, or when software requires an upgrade. Billing would be at the standard non-discounted rates. The unpredictability of cost, as well as the potential to have critical systems down for an unacceptable length of time make this an unattractive alternative.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the agreement to begin as proposed on January 1, 2018 and continue through December 31, 2018.

**VII. LIST OF ATTACHMENTS**

A. Minot Airport – Systems Support Proposal 3APR17



TECHNOLOGIES

## **Scope of Work**

The following describes the Systems Support Annual Maintenance Plan to be provided by MEI Technologies (MEI) for **Minot International Airport (MOT)** located at 305 Airport Rd in Minot, ND. Pricing is located at the end of the document. See below for descriptions of services.

### **Genetec SMA and Platform Upgrades**

MEI Technologies will provide the Genetec Advantage Annual Software Maintenance Agreement (SMA) for the period of January 1, 2018 to December 31, 2018. The Genetec software support agreement covers access to Genetec Technical Assistance Center via MEI Technologies certified Genetec specialists.

Genetec platform upgrades ensure MOT is equipped with the latest software releases. These updates can include security, feature, and performance improvements and support for new types of hardware. MEI Technologies will administer these upgrades, estimating two software upgrades per year.

### **Remote Systems Health Check**

MEI will perform an inspection of the installed system on an annual basis, as arranged by Minot Airport and MEI. The Systems Health Check includes a full evaluation of the installed security system to be performed remotely by a Systems Specialist. The health check will be broken out as follows:

- Includes remote inspection of every device, a review of the devices in the software, as well as a review of the general health of all components of your MEI installed system.
- Security check includes remote inspection of all card access readers, cameras (interior and exterior), and servers.
- Critical firmware updates will be made during the planned health check.
- An analysis of your server specifications, its utilization, and a vulnerability assessment will also be completed. A report will then be provided with test results and details regarding your system and any recommendations to optimize system performance, stability, and reliability.

### **Remote Technical Support**

- MEI recommends 48 hours of technical support with our Systems Specialists as part of the remote response for all components of the security system installed by MEI Technologies.
- These unplanned hours may be used for support requests, training, or other services as requested.
- For this agreement, each hour is the equivalent of \$125.00.
- If the total amount of service hours used over the duration of the contract exceeds forty-eight (48) during the length of the agreement, the standard hourly labor rate of \$140.00 will be charged unless another block of hours is purchased.
- If the total amount of service hours used over the duration of the contract is less than forty-eight (48), 50% of any unused service hours may be applied to the following years' service agreement renewal.
- If after-hours systems specialist support is required, rate will reflect 1.5 hours. For holidays and weekends, 2.0 hours will apply for each hour spent.
- Remote technical support will be charged a minimum of 0.5 hours.

### **On-Site Support**

- In cases where remote troubleshooting by a MEI Systems Specialist cannot resolve an issue, MEI will send a technician to MOT for repair.

**Minot International Airport MOT  
Minot, ND**

- MEI recommends 25 hours of on-site labor as part of the onsite response for all components of the security systems installed by MEI Technologies.
- Scheduling of the on-site repair will be agreed upon between MOT and MEI.
- Travel and materials will be invoiced separately. MEI will only authorize travel and/or materials after MEI has received the client's signed authorization and confirmed billing instructions (i.e., an issued purchase order).
- These unplanned hours may be used for service and support requests, training or other services, as requested.
- For this agreement, each hour is the equivalent of \$100.00.
- If the total amount of technician's service hours used over the duration of the contract exceeds twenty-five (25) during the length of the agreement, the standard hourly labor rate of \$112.52 per hour will be charged unless another block of hours is purchased.
- If the total amount of service hours used over the duration of the contract is less than twenty-five (25), 50% of any unused service hours may be applied to the following years' service agreement renewal.
- If after-hours support is required, rate will reflect 1.5 hours. For holidays and weekends, 2.0 hours will apply for each hour spent.

**Equipment Repairs**

- Materials covered under the manufacturer's warranty will have a replacement facilitated by MEI Technologies and provided at no cost. Every attempt will be made to expedite the product to the site.
- This agreement excludes parts, labor, shipping, and taxes incurred by the manufacturer/repair facility and MEI Technologies. Labor required to repair equipment, whether in warranty or out of warranty, can be invoiced directly to the customer or drawn from the block of hours, if purchased. MEI will only proceed with labor for repairs after MEI receives the client's written authorization and confirmed billing instructions (i.e., an issued purchase order or use of block of hours).
- Materials required to resolve issues that are not under warranty will be invoiced separately to Minot Airport.
- MEI Technologies will evaluate failed equipment prior to sending it out for manufacturer/third party vendor repair facilities. If it is determined that the customer's equipment requires manufacturer repair, the equipment will be sent to the manufacturer's repair facility or a third party vendor's repair facility. MEI will provide a repair quote to the client when available. Any resulting repair quote will be forwarded to the client for approval prior to the execution of any repair work. MEI will only authorize repair work on faulty equipment after MEI has received the client's written authorization and confirmed billing instructions (i.e., an issued purchase order).

**MEI Technologies Responsibilities**

- All services will be performed by properly trained and competent personnel who hold current licenses or certifications, if required. Technicians and specialists will perform services in a safe, professional and workmanlike manner.
- MEI Technologies will provide all necessary equipment, materials and labor to perform all required services. Replacement equipment, materials and parts shall meet or exceed Minot International Airport and manufacturer's specifications and original installation.
- To the fullest extent possible, technicians will perform all services in such a manner so as to not unreasonably interfere with Minot International Airport's business operations.

**Minot International Airport MOT**  
**Minot, ND**

- Technicians will ensure that all debris and materials generated in connection with this agreement are collected, transported, and disposed of in accordance with all applicable laws.

#### **Minot Airport Responsibilities**

- Minot Airport will provide an Admin ID in order for the Security Systems Specialist to access the access control servers.
- Minot Airport will supply the appropriate level of access, either on-site or remotely, to all locations where service is required. If technician cannot access location, customer will incur time at the standard hourly rate.

#### **Requesting Service**

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- Contact the Systems Support Team at 763-528-2888 or [support@meitechnologies.com](mailto:support@meitechnologies.com). Be prepared to describe the issue, the location of the issue, the contact information of the requestor, and any other relevant information needed to assess and make appropriate plans for resolution.

#### **Hours of Coverage**

The coverage window specifies the time during which services are delivered onsite or remotely.

- Standard business hours, standard business days: Service is available between 7:00 am and 5:00 pm local time, Monday through Friday, excluding national holidays.
- After hours, weekend, and holiday service is available for planned and emergency requests.

#### **Response Time**

The Systems Support team is positioned to serve your ongoing needs as follows:

- Comprehensive support is available, Monday through Friday 7:00 a.m. to 5:00 p.m. Central time.
- Same day response is guaranteed during normal business hours to support requests initiated by email or phone to our Systems Support group. Our team will diligently work to resolve each request via phone support and/or by remote system access.
- If a field technician is required for any support request that cannot be resolved by phone or remote support, non-emergency turnaround time is typically 1-2 business days.
- Response to mission critical issues will be handled on a case by case basis. Work falling outside standard business hours are charged at the overtime rate.

#### **Escalation**

MEI has established escalation procedures to solve very complex issues. The Systems Support team coordinates issue escalation, rapidly enlisting the skills of key problem solving experts throughout MEI Technologies.

#### **Parties, Contact info**

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MEI/MEI TEAM	CONTACT NAME	PHONE	EMAIL
SYSTEMS SUPPORT	Dawn Byars	763-528-2888	<a href="mailto:support@meitechnologies.com">support@meitechnologies.com</a>
DIVISION MANAGER	Jason Eich	218-725-3420	<a href="mailto:jason.eich@meitechnologies.com">jason.eich@meitechnologies.com</a>
BILLING	Jenny Knutson	763-528-7787	<a href="mailto:jenny.knutson@parsonscorp.com">jenny.knutson@parsonscorp.com</a>

**Minot International Airport MOT**  
**Minot, ND**

<b>MINOT AIRPORT TEAM</b>	<b>CONTACT NAME</b>	<b>PHONE</b>	<b>EMAIL</b>
<b>AIRPORT DIRECTOR</b>	Rick Feltner	701-857-4724	<a href="mailto:Rick.Felnter@minotnd.org">Rick.Felnter@minotnd.org</a>
<b>AIRPORT OPERATIONS MANAGER</b>	Deanna Stoddard	701-857-4725	<a href="mailto:Deanna.Stoddard@minotnd.org">Deanna.Stoddard@minotnd.org</a>
<b>AIRPORT SERVICES COORDINATOR</b>	Maria Romanick	701-857-4724	<a href="mailto:Maria.romanick@minotnd.org">Maria.romanick@minotnd.org</a>

### **Investment Summary**

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<i>Description</i>	<i>Total Price</i>
<i>SMA and Software Upgrade Only</i>	<b>\$11,138.00</b>
<i>Systems Health Check</i>	<b>\$2,668.00</b>
<i>Remote Systems Specialist Support</i>	<b>\$6,000.00</b>
<i>On-Site Technician Labor*</i>	<b>\$2,500.00</b>
<b>Total</b>	<b>\$22,306.00</b>

\* Travel and expenses for on-site technician invoiced separately.

### **Terms & Conditions**

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- Information contained herein, whether in part or in whole, is the property of MEI and shall remain confidential until such time that a contract between MEI and Minot International Airport is fully-executed.
- MEI assures compliance with federal, state, and local laws, regulations and code requirements as they apply to work performed under this Scope of Work.
- All pricing under this Scope of Work remains valid for thirty (30) days.

### **Exclusions**

- To the extent applicable, pricing does not include the following: electrical, permits, premium time, expedited freight, and any and all other items not specifically identified in the Scope of Work.
- Heights exceeding 12 feet requiring special equipment will result in additional costs.

### **Commencement, Expiration, Renewal of Agreement**

- The agreement shall commence upon the receipt of a purchase order or other acceptable payment guarantee.
- The effective period of this agreement is one year from the commencement date.
- Genetec software license is valid through December 31, 2018.
- In order to provide continuous and uninterrupted service, this agreement will be automatically extended for successive one-year periods. The same terms and conditions will apply with the exception of pricing. Pricing changes could occur based on installation upgrades and/or market labor rates. New rates, if applicable, will be sent to Minot Airport ninety days (90) prior to the end of the agreement period. Minot Airport will provide MEI with notice of non-extension at least thirty (30) days before the current expiration date.

**Minot International Airport MOT  
Minot, ND**

**Payment**

- Payment is to be made in one (1) installment. An invoice will be presented after the signing of the Agreement and will be due and payable within thirty (30) days.
- In addition to any other remedy available to MEI, if Minot International Airport fails to make payment pursuant to these Terms & Conditions, interest shall accrue and be payable on such unpaid amount(s) from the date on which the payment became due at the rate of 18% compounded annually.

Please do not hesitate to notify us if you require additional information. Thank you for providing us with this opportunity.

Sincerely,

**MEI TECHNOLOGIES**

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**Jason Eich**  
Division Manager

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**Rick Feltner**  
Minot Airport



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** May 4, 2017

**SUBJECT: PERIMETER ROAD (AIR049)**

#### **I. RECOMMENDED ACTION**

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1. Recommend approval to advertise for the Perimeter Road Reconstruction

#### **II. DEPARTMENT CONTACT PERSONS**

Rick Feltner, Airport Director	857-4724
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#### **III. DESCRIPTION**

##### **A. Background**

In December 2016 Committee and Council approved Airport capital improvement projects including perimeter road reconstruction, general aviation north apron reconstruction, and the purchase of a snow removal equipment broom. For these projects to move forward the Airport must now advertise for bidders.

##### **B. Proposed Project**

The new perimeter road will be designed for snow removal and ARFF equipment and fuel trucks utilizing the road. The use of the perimeter road is vital to the safety of air operations; the paved perimeter road will eliminate the need for fuel equipment to use the existing aircraft taxiway system.

##### **C. Consultant Selection**

Ulteig Engineers are the engineer of record for the Minot International Airport; they were selected through a request for qualification, bidding, and interview process in 2016.

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

The airport will be able to better serve the aviation community and strengthen operations at the airport with the completion of this project.

##### **B. Service/Delivery Impact:**

The airport will be able to better serve the community and the general aviation community with the improvements to be made to the perimeter road. High-quality, safe operations are

what enable the airport to provide exemplary customer experiences; the completion of these projects will allow for continued strength in daily operations.

**C. Fiscal Impact:**

The cost of advertising for this project is eligible for Federal and State funding, and has been included in the previously approved engineering fees.

**V. ALTERNATIVES**

Alt 1. The project could be halted at this time. Federal and State grants would be cancelled.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid, designed and constructed within the 2017 construction season. Projects bid earlier in the construction season have a better chance of receiving lower bids than if they are advertised later in the year.



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** May 4, 2017

**SUBJECT: SRE BROOM (AIR060)**

#### **I. RECOMMENDED ACTION**

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1. Recommend approval to advertise for the SRE Broom

#### **II. DEPARTMENT CONTACT PERSONS**

Rick Feltner, Airport Director	857-4724
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#### **III. DESCRIPTION**

##### **A. Background**

In December 2016 Committee and Council approved Airport capital improvement projects including perimeter road reconstruction, general aviation north apron reconstruction, and the purchase of a snow removal equipment broom. For these projects to move forward the Airport must now advertise for bidders.

##### **B. Proposed Project**

It is planned that one of the airport's existing SRE will be replaced. The existing unit is a 1996 Sweepster. This equipment has surpassed its 20 year useful life and the manufacturer is no longer in business which makes parts nearly impossible to find. The addition of this equipment will enable the airport to meet Part 139 requirements.

##### **C. Consultant Selection**

Ulteig Engineers are the engineer of record for the Minot International Airport; they were selected through a request for qualification, bidding, and interview process in 2016.

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

The airport will be able to better serve the aviation community and strengthen operations at the airport with the completion of these projects.

##### **B. Service/Delivery Impact:**

The airport will be able to better serve the community and the general aviation community with the replacement of the current SRE equipment. High-quality, safe operations are what

enable the airport to provide exemplary customer experiences; the completion of this project will allow for continued strength in daily operations.

**C. Fiscal Impact:**

The cost of advertising for this project is eligible for Federal and State funding, and has been included in the previously approved engineering fees.

**V. ALTERNATIVES**

Alt 1. The project could be halted at this time and purchase of the equipment cancelled. Federal and State funds would be cancelled.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the project to be bid and awarded within the 2017 budget year.



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH TRILLION AVIATION FOR AIR SERVICE DEVELOPMENT CONSULTING**

#### **I. RECOMMENDED ACTION**

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1. Recommend approval to extend the budgeted Professional Services Agreement for Air Service Development Consulting Agreement with Trillion Aviation; and
2. Authorize the Mayor to sign the attached agreement

#### **II. DEPARTMENT CONTACT PERSONS**

Rick Feltner, Airport Director	857-4724
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#### **III. DESCRIPTION**

##### **A. Background**

Trillion Aviation is a skilled consulting firm with many years' experience in the aviation industry. Their previous work with the Minot International Airport affords them invaluable information about its operations and history.

##### **B. Proposed Project**

With this agreement, Trillion Aviation will provide continued assistance with/by:

- Develop airline presentations as part of air service meetings with airlines at carrier headquarters or air service conferences.
- Ongoing analytical support.
- Representation at conferences and meetings.
- Monthly update of load factors, future capacity changes, etc.
- Operational performance review.
- Ongoing communication & dialogue with airlines and the broader aviation community.
- Traffic/Operation forecast.
- Advisory services as needed.

##### **C. Consultant Selection**

Trillion Aviation has provided Air Service Development Consulting services to the Minot International Airport in the past; their work has been satisfactory and of high quality.

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

The airport will be able to better plan short, medium, and long-term development plans to meet future aviation demand.

##### **B. Service/Delivery Impact:**

With the assistance of Trillion Aviation, the Minot International Airport will be able to better serve the community with additional and/or alternative air service routes, aircraft, and air services.

##### **C. Fiscal Impact:**

These consulting services were budgeted for the 2017 fiscal year and are being budgeted for the 2018 fiscal year; this agreement will be entirely funded by Airport Revenues. Nine months will be funded with 2017 revenues; \$30,000.00 was budgeted in 2017 for this purpose. The remaining three months will be funded with 2018 revenues.

##### Project Costs

Consultant Agreement	\$24,000.00
Travel-Related Expenses	<u>6,000.00</u>
Total	\$30,000.00

##### Project Funding

2017-2018 Airport Revenues	\$30,000.00
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#### **V. ALTERNATIVES**

Alt 1. The current contract could be allowed to expire without extension and the Airport would not utilize consultant services to assist with air service development.

Alt 2. The current contract could be allowed to expire without extension and the Airport could put together an RFP for air service development and look for an alternate provider.

#### **VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow for the Air Service Development Consulting Agreement to continue without lapse and continue through March 31, 2018.

#### **VII. LIST OF ATTACHMENTS**

##### **A. Air Service Development – Statement of Work**



### **STATEMENT OF WORK**

This Statement of Work No. 11 between Trillion Av, LLC ("Trillion Aviation") and the City of Minot, Minot North Dakota ("City") is governed by the Master Services Agreement ("MSA") in effect between the parties and, upon execution of this Statement of Work by both parties, is incorporated therein pursuant to MSA Section 1.0. All terms and conditions of the MSA shall apply to this Statement of Work unless clearly stated to the contrary herein.

<b><u>CONTACT</u></b>	
TRILLION AVIATION:	Mike Bown
CITY:	Rick Feltner

<b><u>TITLE</u></b>	<b><u>DESCRIPTION</u></b>
SERVICES TO BE PERFORMED:	Air Service Development tasks per the attached Proposal for Aviation Services dated May 3, 2017.
PERFORMANCE STANDARDS:	Consulting services commensurate with the highest industry standards.
PRICING:	Fee: \$2,000 per month (\$24,000) plus expenses estimated at \$5,000. Invoices will be submitted on the first day of the month of service and are due and payable Net 30. Travel and conference expenses will be reimbursed separately at cost without markup.
COMMENCEMENT DATE:	April 1, 2017
DURATION:	March 31, 2018. At the end of the first year, the task will continue on a month to month basis until cancelled by either party upon thirty days' notice.

The parties hereto accepted and approved this Statement of Work as of the latest date written below and this Statement of Work may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signature delivered by facsimile shall be treated for all purposes as an original.

**Trillion Av, LLC**

A handwritten signature in black ink that appears to read "DeB" followed by a stylized surname.

By: \_\_\_\_\_  
Name: Daniel Benzon  
Title: President  
Date: 5/3/2017

**City of Minot, ND**

By: \_\_\_\_\_  
Name: Chuck Barney  
Title: Mayor- City of Minot, ND  
Date: \_\_\_\_\_



## Proposal for Aviation Services – Trillion Aviation Minot International Airport (MOT)

May 3, 2017

### **Objective:**

To assist MOT with regard to all their Air Service Development efforts.

### **Deliverables:**

Trillion would provide the following services:

- Develop airline presentations as part of air service meetings with airlines, either at carrier headquarters or air service conferences. This would include the following airlines & conferences:
  - United Airlines
  - Allegiant Airlines
  - Delta Air Lines
  - JumpStart and/or Routes Air Service Conference
  - Or Selected airlines as part of Executive Director's choosing
- The above meetings/presentations would include the following analytics:
  - Illustration of oil industry trends from W. North Dakota and how MOT fits within those trends.
  - Tied to above, economic growth trends from the region, including estimates of future population, income & employment growth.
  - Discussion of airport constraints at other regional airports and how MOT is/will benefit from this.
  - Demonstration of traffic, revenue & yield/fare trends from MOT and surrounding airports, with a focus upon positive supply/demand characteristics currently in place.
  - Analysis of carrier profitability from MOT and throughout the region.
  - Benchmarking of relative MOT results to rest of carrier-in-question's system.
  - Illustration of how MOT would fit into the network of the carrier-in-question's network. Could include a forecast of local O&D demand.
  - Result would be a roughly 20 page powerpoint presentation
- Ongoing analytical support, including the following reports:
  - Quarterly Air Service Updates that would include the following
    - Analysis of current/recent carrier results at MOT
    - Future (4-5 month) capacity by airline/route, based upon published schedules
    - Benchmarking versus selected regional airports of passenger and average fare paid – both on an absolute and year/year changed basis
    - “Leakage” trends
    - Published Fare Comparison versus BIS
    - Long-term traffic, average fare and airline revenue trends
  - Carrier share trends
  - Carrier/route profitability analysis based upon mileage-adjusted RASMs
  - Quarterly (over 2 years) Load Factor Trends by airline/route



- Final deliverable is a roughly 15 slide presentation
- Monthly Update
  - Carrier/Route Load Factor updates
  - Future capacity changes
  - Leakage updates
  - Published air fare comparisons in top 10 MOT O&D market, as compared to BIS
- Operational Performance review
  - Done Quarterly
  - On-time performance by carrier/route
  - Completion factor by carrier/route
- Ongoing communications & dialogue with Airlines & the broader aviation community. Essentially, we would become an advocate, working on behalf of MOT with airlines.
- Traffic/Operations forecast, in total & by airline. This would be done at the discretion of the Executive Director. Would include updated forecasts & variance analysis to budget. As a part of this process, would also include analysis tied to upside/downside, what variables would drive each.
- All advisory services would be provided as needed by client. Would include up to two onsite Airport Board and Partnership presentations, providing guidance/update on airline industry, as determined by the airport.

**Price & Timing:**

Fees would be \$2,000 per month. All travel-related and conference expenses will be billed at cost. This would be a one year retainer, beginning April 1, 2017 and ending March 31, 2018. At the end of the first year, the task will continue on a month to month basis until cancelled by either party upon thirty days' notice.



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT: SRE TANDEM BOX TRUCK AND PLOW PROJECT (AIR034)**

#### **I. RECOMMENDED ACTION**

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1. Recommend approval of final payment to Westlie Motor Company for delivery of the SRE Tandem Box Truck and Plow Truck and completion of all punch list items

#### **II. DEPARTMENT CONTACT PERSONS**

Rick Feltner, Airport Director 857-4724

#### **III. DESCRIPTION**

##### **A. Background**

In March of 2017 Committee and Council approved the partial payment to Westlie Motor Company for delivery of the Snow Removal Equipment Tandem Box Truck with Plow. Delivery of this equipment was made to the Airport on January 25, 2017 and partial payment of 98% of the invoice was made. Since this time, all remaining punch list items have been completed. It is now recommended that final payment in the amount of \$4,315.00 be made.

#### **IV. IMPACT:**

##### **A. Fiscal Impact:**

This project will be funded through the use of sales tax major projects from the first penny improvements.

Funding is split as follows:

90% Federal

5% State – Pending supplemental grant request

5% City – 2016 Sales Tax Fund

##### **Project Costs**

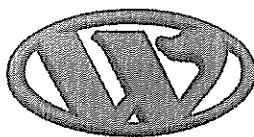
Westlie Motor Company – Final Payment	<u>\$4,315.00</u>
Total	\$4,315.00

#### **V. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the Westlie Motor Company to be paid in a timely fashion for the delivery of and work performed to the SRE Tandem Box Truck with Plow Attachment.

**VI. LIST OF ATTACHMENTS**

- A. Westlie Motor Company Invoice



WESTLIE MOTOR COMPANY  
dba WESTLIE TRUCK CENTER  
1401 20TH AVENUE SE  
MINOT, ND 58701  
P 701.857.1617 F 701.857.1666

# SALES ORDER / INVOICE

Inv. # 9P9871

PURCHASER

Minot International Airport
1025 31st St. SE
Minot, ND 58701

Salesman Bob Miller

Street  
City, State, Zip

Phone # (701) 857-4724  
Email rick.feltner@minotnd.org  
Date 01/20/2017

I, Purchaser named above, offer to purchase from Seller, under the terms and conditions specified herein, the following:

YEAR & MAKE	MODEL	BODY TYPE	
2017 Freightliner	108SD	Truck	
SERIAL NO 3ALHG5CY5HDJG2111	COLOR Yellow	MILEAGE	
DESCRIPTION		AMOUNT	DELIVERY AND RISK OF LOSS
Tandem Truck with Box, Hoist and Plow Pkg.		\$ 216,191.00	Neither risk of loss, title or ownership shall pass from seller to buyer until delivery. If applicable, delivery will occur when buyer receives possession of the goods at (city/state):
			DESCRIPTION OF GUARANTEE
			<input checked="" type="checkbox"/> New Truck or Trailer Basic Factory Limited Warranty <input type="checkbox"/> As Is - No Service Contract
			DEALER SERVICES represents amount charged to purchaser for preparation of documents, affidavits, notary services, registration services, and all other services to record title transfer. If the purchaser finances part of the transaction, the dealer service fee will be included in the cash portion of the contract.
Less FET Tire Credit--Gov Sales Only		(\$ 446.00)	
PURCHASE AMOUNT		\$ 215,745.00	DESCRIPTION OF UNIT TRADED
Less Used Vehicle Allowance			Year & Make
TAXABLE SALE AMOUNT		\$ 215,745.00	Model
North Dakota Sales/Excise Tax			Body Type
License and Title Fees			Serial No.
Dealer Services			Mileage
Federal Excise Tax on Purchase Amount			Color
Extended Service Plan -			Stock No.
Extended Service Plan -			Inv Code
Extended Service Plan -			I certify that I am 18 years or over and that the vehicle I am trading in is free from all encumbrances whatsoever except as noted above. I have read the printed matter and agree to it as part of this agreement. Receipt of a copy of this agreement is hereby acknowledged. I have received my odometer mileage statement. I hereby accept his vehicle offer as written.
Extended Service Plan -			X _____
SUBTOTAL		\$ 215,745.00	SIGNATURE OF PURCHASER
GRAND TOTAL		\$ 215,745.00	PRINTED NAME: _____
Less Prepaid Deposit			This is an offer only and is not binding upon the customer or Seller until signed by the Purchaser and accepted by the officers or sales managers of the Seller.
Less Cash Down			ACCEPTED BY: _____
BALANCE DUE		\$ 215,745.00	

SHOW LIEN TO: \_\_\_\_\_

**SELLER'S DISCLAIMER OF WARRANTY** - Unless a separate written warranty is furnished by Seller, any Warranties on the vehicle sold hereunder are those of the Manufacturer. As between Buyer and Seller the vehicle is sold "As Is" and "With all Faults". SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be liable for loss of use of the vehicle, loss of time, inconvenience or other consequential damage. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. The disclaimer does not affect the terms of any applicable Manufacturer's warranty.

Airport # |



**TO:** Mayor Chuck Barney  
Members of the City Council

**FROM:** Rick Feltner, Airport Director

**DATE:** June 5, 2017

**SUBJECT: REPUBLIC PARKING SYSTEMS CONTRACT EXTENSION**

## I. RECOMMENDED ACTION

## 1. Recommend approval to extend the existing Parking Facilities Management Agreement

between the City of Minot Airport and Republic Parking Systems, Inc.; and

2. Authorize the Mayor to sign any applicable documentation

## II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

### III. DESCRIPTION

## A. Background

Republic Parking Systems, Inc. has been the parking management company servicing the Airport since January 1<sup>st</sup>, 2013. With the option to extend, per the contract (attached), the approval of an extension would allow Republic Parking Systems, Inc. to act as the parking management company for the Airport through December 31, 2020. With approval from Council, Republic Parking Systems, Inc. would perform during the Option Term in accordance with the terms and conditions outlined within the existing contract. The management fee has been negotiated down from \$128,000 per year to \$52,000, and the overall budgeted expenses for 2018 have declined by \$72,000. Republic has proven to be a professional and reliable partner with the City in the efficient and customer focused operation of the Airport.

## B. Proposed Project

The proposed project will allow Republic Parking Systems to continue the current parking management contract without lapse or change in terms.

### C. Consultant Selection

Republic Parking Systems, Inc. was selected as the in 2012 to be the parking management services company for the Airport from those that submitted as they were the most reasonably priced and able to accommodate the needs of the City.

#### IV. IMPACT:

#### A. Strategic Impact:

Extension of the current contract in conjunction with the negotiated cost reductions will allow for continuity in an airport service that has been efficiently managed and economically beneficial to the Airport and to the City.

**B. Fiscal Impact:**

The extension of this contract would be funded with Airport Operations Revenues.  
Project Costs

2018 Contract Expenses	\$346,957
Total	\$346,957

<u>Project Funding</u>	
2018 Airport Operations Revenues	\$346,957

**V. ALTERNATIVES**

Alt 1. The City could elect to allow the current contract to expire and re-bid this service. The RFP/award/selection/implementation process would then begin with a new agreement in place by January 1, 2018.

**VI. TIME CONSTRAINTS**

Council's approval of the recommendation will allow the contract to be extended without lapse in service for the option term through December 31, 2020. The current agreement requires that an extension agreed to and signed by July 1, 2017.

**VII. LIST OF ATTACHMENTS**

- A. Republic Full Signed Parking Agreement
- B. MOT 2018 Budget 5-19-17

**MINOT INTERNATIONAL AIRPORT  
PARKING FACILITIES MANAGEMENT AGREEMENT**

Between

**City of Minot**

And

**Republic Parking Systems, Inc.**



**AIRPORT PARKING FACILITIES  
MANAGEMENT AGREEMENT – CITY OF  
MINOT AND REPUBLIC PARKING  
SYSTEMS, INC.**

**STATE OF NORTH DAKOTA**

**WARD COUNTY**

THIS AGREEMENT made this first day of January, 2013, by and between the City of Minot (CITY) and Republic Parking Systems, Inc., (OPERATOR), incorporated in the State of Tennessee and whose corporate address is 633 Chestnut Street, Suite 2000, Chattanooga, TN 37450.

**RECITALS**

WHEREAS, the CITY owns and operates the Minot International Airport (AIRPORT); and

WHEREAS, the CITY determined it is necessary in the promotion and accommodation of air commerce and air transportation that adequate, economical, courteous, safe, clean, and efficiently operated automobile parking facilities be maintained for the benefit of air travelers, employees, tenants, visitors, contractors, and others; and

WHEREAS, the CITY determined that for the benefit of air travelers and others, the CITY will provide and manage parking facilities; and

WHEREAS, the CITY determined it is in CITY's best interest to contract with a third party operator for the management of the parking facilities with sufficient experience and competence in revenue parking operations; and

WHEREAS, the CITY has determined that selecting an operator through the competitive Request for Proposals (RFP) process is in the best interest of the CITY; and

WHEREAS, the CITY determined that **Republic Parking System, Inc.**, is the successful proposer for the obligation to manage, operate and maintain the public parking lot at the Minot International Airport.

NOW THEREFORE, in consideration for occupancy of the Premises and of the charges, fees, covenants, rights and obligations contained herein, the parties agree to all conditions as follows:

## **ARTICLE I** **SCOPE OF AGREEMENT**

The Operator must perform all obligations, conduct all activities, and comply with all statements and representations made in its response to the Request for Proposals (RFP), including any refinement submitted in response to the CITY's solicitation of competitive proposals for the rights granted under this Agreement, as finally accepted by the CITY. This includes all documents generated in the solicitation, competition and award of this Agreement, including but not limited to: the Request for Statement of Qualifications, Instructions to Proposers, the Proposal, responses to the specific evaluation criteria and all Policies and Procedures Manuals, Schedules, Action Plans, Programs and all other documentation required in this Agreement, along with any supporting documentation. In the event of conflicts within the documents, the Terms of this Agreement shall apply.

## **ARTICLE II** **DEFINITIONS**

The following definitions apply for this Agreement:

- A. Airport Parking Service: The activity of providing vehicle parking for Airport employees, contractors, visitors, the traveling public and other customers doing business at the Airport.
- B. Agreement: This Parking Facilities Management Agreement, together with the Exhibits, Request for Proposals and all addenda, the Operator's proposal in response to the Request for Proposals and all other attachments and exhibits thereto, and all future amendments or supplements which may be executed by the parties to this Agreement from time to time.
- C. Agreement Term and Option Period: Subject to the early termination provisions as called for in this Agreement, the Base Term of this Agreement shall be for a period of five (5) years commencing 12:01 AM on January 1, 2013 and terminating at midnight on December 31, 2017, with one three (3) year Option period exercisable upon mutual consent. Parties must agree and exercise the Option on or before one hundred eighty (180) days prior to the expiration of this Agreement or this Agreement will terminate as called for in this Agreement and the Option offer will be cancelled.
- D. Airport: The real property and facilities of the Minot International Airport, as they exist on the date of the commencement of this Agreement, and as may be altered from time to time. (for current physical boundaries of the Airport, see the real property and facilities of the Minot International Airport as shown on Exhibit A, attached to and made a part of this Agreement). The City is in the process of developing a new terminal complex which will be completed on a date to be determined. CITY will coordinate with Operator for the conversion. The Parties agree to cooperate in the conversion of the Operator's operations to the new parking area.

E. Automobile: A wheeled, self-propelled vehicle in which any person or property may be licensed for use upon a public road or highway.

F. Base Term: Five (5) years commencing at 12:01 AM on January 1, 2013 and terminating at midnight on December 31, 2017.

G. Airport Director (Director): The senior manager or his/her designee of the Airport and for the City. This term may be used interchangeably with the term "CITY" in executing provisions of this contract unless specifically excluded.

H. Disadvantaged Business Enterprise (DBE): A business certified by the North Dakota Department of Transportation as a disadvantaged business enterprise as defined in 49 CFR, Part 23.

I. Effective Date: The contract is effective at 12:01 AM on January 1, 2013.

J. Fiscal Year: The CITY's fiscal year that currently begins on January 1<sup>st</sup> and ends December 31st of any given year.

K. Gross Revenues:

1. The term "Gross Revenues" includes the following:

a. All Operator sales for either cash, checks, or credit payments for parking, lost ticket charges, or any other fees, including sales tax if applicable, collected from users of the facilities, for which the applicable fees are collected or should have been collected, except those exclusions identified in this Agreement, from any business conducted in whole or in part on the Airport or under the rights granted in this Agreement. Operator is responsible for reporting and remitting to the CITY the full value of the fees due and payable as determined by the parking management control system. Any shortfall between the reported amount due and the actual deposit will be the responsibility of the Operator to pay. Operator shall collect such fees and hold all fees in a separate account to be held in trust and wire transferred to the CITY on the tenth (10<sup>th</sup>) of the month following collection. Any complimentary parking granted by the Operator without the prior written approval of the Director shall be paid for by Operator upon demand by CITY.

b. Revenues for all services performed in, on, or through the business, including electronic commerce, advertising, and vehicle impounds or sales of vehicles conducted under this Agreement shall be remitted in their entirety to the CITY. This includes all other income and proceeds from or incidental to any business conducted in whole or in part in, on, or in connection with the rights granted under this Agreement. In the event sales tax is required to be collected on parking payments in

accordance with the requirements of the North Dakota State Tax Commissioner, any such tax collections shall be collected by the Operator and remitted to the State on behalf of the CITY and a daily report of the calculation and the amount of remittance shall be provided to the CITY.

2. The Operator will not deduct from Gross Revenues any franchise, capital stock, income, sales tax (if applicable), or similar tax based on income or profits. The CITY will not reduce the amount of the Operator's Gross Revenues that results from any rebate or credit, in any form, allowed to clients without the prior written consent of the Airport Director.

L. Management Fee: The agreed to non-direct cost reimbursement fee that is paid to the Operator as compensation for managing and operating the Parking Facilities and performing the requirements and responsibilities outlined in this Agreement.

M. Office and Ancillary Space: Space within the Airport the CITY provides the Operator under this Agreement at no charge for use in support of the management of the Parking Facilities. This space is shown on Exhibit B, attached and is made a part of this Agreement. Any space required in addition to the Space identified in Exhibit B will be assessed rent at the applicable rate.

N. Operations Manual: Written instructions, rules, and conditions detailing operation and management of the Parking Facilities required and attached as Exhibit E and made part of this agreement. (Operator to develop)

O. Option Term: The Term may be extended following the end of the Base Term as defined in the Terms of this Agreement for one three (3) year Option Term upon mutual agreement.

P. Parking Facilities: Those areas shown on Exhibit C, attached to and made a part of this Agreement, including any adjustments or expansions thereof as may be designated by the CITY for vehicle parking to meet the demands of air travelers, employees, contractors, vendors, tenants, visitors, and others; together with gate arms and the associated equipment, software and hardware, parking lot covers, bumpers, guards, signs, ticket booths, and any other subsequent improvements related to or connected with the operation and management of the identified parking area.

Q. Premises: This term includes all areas identified in Exhibits B and C, including the office space, public parking facilities under the control of the CITY, and/or the other areas designated by the CITY during the Agreement Term for Operator's use and benefit which may be amended.

R. Revenue Control System: The existing and any future computer and software based access control system which shall be provided to the Operator by the CITY

under the terms of this Agreement, including, but not limited to, ticket dispensing machines, entrance and exit gate equipment, electronic access control systems (if applicable), revenue collection devices, and revenue accounting and reporting hardware and software and identified in Exhibit F.

### **ARTICLE III**

#### **TERM**

A. This Agreement is effective on January 1, 2013. The CITY grants the Operator the rights listed in Article V (RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN) for a term of five (5) years terminating on December 31, 2017 unless terminated earlier as called for in this Agreement.

B. The CITY, upon mutual agreement by the parties, may extend this Agreement for one (1) three (3) year Option period year beyond the end of the Base Term.

C. No later than three hundred sixty five (365) days prior to the expiration of the Base Term, the Operator may request an extension of this Agreement subject to the financial terms being adjusted at the discretion of the CITY, until December 31, 2020, which may be granted upon mutual consent of the parties. Parties must agree to and execute the extension on or before July 1, 2017

D. If the Agreement is extended as outlined above, the Operator agrees to perform during the Option Term in accordance with the terms and conditions herein, as may be modified with regard to financial consideration as agreed to by the parties and without further negotiation of the remaining terms and conditions of this Agreement.

E. In order to avoid an interruption of service to the public or revenues to the CITY, and to facilitate the fair and orderly selection of, and transition to, any successor Operator, by written notice to the Operator, not less than one hundred twenty (120) days before the end of the Base Term or Option Term, the CITY may require the Operator to continue to operate the Parking Facilities as set forth in this Agreement beyond the end of the Base Term (if an extension period is not granted) under this Article III (TERM), Section C above or the Option Term. This "holding over" term will not exceed one hundred twenty (120) days. The management fee and terms and conditions will be the same as if CITY had exercised the option, prorated on a daily basis and paid monthly. CITY will give sixty (60) days written notice of cancellation of partial term.

F. If the Operator fails to submit the required performance bond on or before the required date herein, the twenty five thousand dollar (\$25,000) bid security submitted to the CITY with the Operator's Proposal for this Agreement will be forfeited to the CITY as liquidated damages. The forfeiture of the proposal deposit does not relieve the Operator from the obligation to provide a performance bond if selected.

## **ARTICLE IV** **PREMISES**

A. The CITY will deliver the Premises, as defined above, to the Operator on the Effective Date of this Agreement. The Operator accepts the Premises in their present condition and "as is/ where is." The Operator acknowledges that the CITY's obligation is limited to initially making the Premises identified in Exhibits B and C available to the Operator for its use. Any modifications to the Premises will be coordinated in advance with the Operator.

B. The CITY reserves the right to add additional or modify existing surface parking areas to accommodate parking requirements at the Airport. The CITY reserves the right to reconfigure, delete, or add public or tenant parking areas to be managed and operated by the Operator and adjust the contract proportionately when considering the adjusted number of positions as it relates to the total number identified in the original contract if the total number of stalls is adjusted by ten percent (10%) or more. If the adjustment is greater than ten percent (10%), then the CITY may remit to the Operator an additional fee for insurance coverage if required. No adjustments shall be made for interim changes as a result of construction or other infrastructure improvements. Such rights may be exercised by the CITY at any time during the Base Term or the Option term (if exercised), of this Agreement by giving the Operator no less than ninety (90) days written notice of the CITY's intention.

1. The CITY, by its officers, employees, agents, representatives, and contractors, has the right of access to the Premises at all times for the purpose of revising the automobile parking spaces, changing or rearranging the entrances and exits, using--temporarily or permanently--such portions necessary for making improvements and repairs to the Premises and other Airport facilities; and for the installation of improvements, service roads, or other facilities necessary for the operation and maintenance of the passenger terminal area or the vehicle parking areas.
2. The CITY agrees that if any additional personnel, equipment, or supplies are necessary for expanded parking areas, such items will be proposed to the CITY via a proposed written amendment and approved in writing by the CITY prior to budget submission and implementation.
3. The CITY agrees that by executing this agreement the Operator is not precluded from submitting a bid proposal for any alterations or construction of any future parking areas.

## **ARTICLE V** **RIGHTS GRANTED AND OBLIGATIONS UNDERTAKEN**

The CITY grants the Operator the authority to exercise the following rights subject to the obligations under this Agreement:

**A. Operator Rights and Obligations:**

The right and obligation, under the terms of this Agreement and subject to direction by the CITY, to manage and operate the Premises in an efficient manner, to ensure quality service and effective control, and to use the office in connection with the management and operation of the Minot International Airport Premises. Operator shall not be permitted to manage or have an interest in any other parking facility off airport that competes with the Airport in the City of Minot. These rights and obligations are to be performed in an efficient manner to ensure quality service and effective revenue control and cash management. These rights do not entitle the Operator to collect any revenues related to parking areas not included with the Premises that are designated by the CITY for rental car operations.

**B. General Rights:**

1. The right of ingress and egress and to occupy the Premises by the Operator, its officers, contractors, suppliers, service personnel, guests, patrons, and invitees for the specific purposes set forth herein, subject to the Airport's regulations and policies.
2. The right to limit any subcontract or joint venture role in the administration of the contract, subject to prior written consent of the CITY. Such subcontract or joint venture Agreement must require, at a minimum, strict compliance with the provisions of this Agreement. The Operator agrees that it is responsible for the operational and financial performance of its subcontractors and joint venture partners under this Agreement. The Operator agrees to initiate and take all corrective action should a subcontractor or joint venture partner fail to comply with its contract with the Operator or any provision of this Agreement. The failure of a subcontractor or joint venture partner to comply with the provisions of this Agreement shall constitute default by the Operator under this Agreement entitling the CITY to terminate in accordance with the provisions herein following written notice and a reasonable cure period.

**C. Reservations and Prohibitions:**

1. The Operator will not sell any service or product not described in this Agreement without the advance written consent of the CITY which shall be granted at the sole discretion of the CITY.

2. The operator will not operate or have any interest in any off-airport parking facility that will compete with the Airport Parking Facilities. Failure to adhere to this restriction shall be considered an element of default with the remedies due the CITY as called for in this Agreement.

**ARTICLE VI**  
**FINANCIAL CONSIDERATION,**  
**OPERATING EXPENSE REIMBURSEMENT, GENERAL TERMS**

A. Management Fee: As compensation for managing and operating the Parking Facilities, the CITY will pay the Operator an annual management fee payable on a monthly basis in the amount identified below

Fee	Year 1	Year 2	Year 3	Year 4	Year 5
Annual	\$128,340	\$128,340	\$128,340	\$128,340	\$128,340
Monthly	\$10,695	\$10,695	\$10,695	\$10,695	\$10,695

The monthly management fee shall be based on the annual management fee submitted in the Operator's Proposal for each term year and as prorated for each month in Exhibit D, hereto attached and made part of this agreement. The monthly management fee will be reduced by any charge or liquidated damages stipulated in this Agreement and assessed by the CITY. The CITY will pay the net monthly fee in accordance with the terms identified in Article VI (C) below for the month in which services are rendered.

B. Furnishings, Fixtures, and Equipment ("FF&E") Fund: Operator agrees to deposit with the CITY on or before January 1, 2013, an amount of three hundred fifty thousand dollars (\$350,000) to be used for FF&E associated with the parking management program. The money will be deposited with the CITY and decisions on FF&E to be funded will be determined at the sole discretion of the CITY and will follow the CITY's adopted procurement policies. The FF&E Fund will be used for capital items as defined by the City of Minot for purchases of assets that cost \$5,000 or more and fall into the category of FF&E. Any funds remaining in the account at the termination of this Agreement, as called for herein, will be retained by the CITY to be used at its sole discretion. CITY and Operator agree that in the event additional FF&E funding is desired by the CITY that the parties will negotiate in good faith the amount and business terms associated with such funding and that any agreement mutually accepted by both parties in writing shall become an amendment to this Agreement.

C. Operating Expense Reimbursement Report: During the Term of this Agreement, Operator shall submit to the CITY a detailed budget for the fiscal year in accordance with the CITY's annual budget development and approval process. The Airport Director will coordinate the submission with the Operator and the Operator will comply with the deadlines identified. CITY shall review, and approve in writing, the authorized budget for the year in conformance with the CITY's annual review and approval process. The Operator will be authorized to pay all expenses as approved in the Budget connected with the management of the Parking Facilities as called for in this Agreement when due.

Expenses in excess of the approved budgeted amount will not be reimbursable without the prior written consent of the CITY. The Operator will submit a written report and the required supporting documentation to the CITY by the tenth (10<sup>th</sup>) day of the month following the month in which services are performed and payments made listing all expenses previously authorized in accordance with Sections C and D of this Article that were incurred and paid in the operation of the Parking Facilities. The CITY will process undisputed reimbursements received on or before the twenty fifth (25<sup>th</sup>) of the month and pay approved expenses on or before the end of the month following. Payment will not exceed sixty (60) days for any undisputed approved expenses. The CITY reserves the right to dispute and exclude from the payment any expenses that the CITY believes are not authorized under this Agreement. The parties will resolve any disputes in an expedited manner.

D. Annual Budgets:

1. Annual Operating Budget: For the initial year, the Operator will prepare and submit for written approval a detailed annual budget by December 1, 2012 and in accordance with the CITY's annual budget submission and approval process for each succeeding year under the Term of this Agreement covering the Operator's anticipated Paid Parking Facilities operating expenses including those listed under Article VIII (PARKING MANAGEMENT AND OPERATIONS) for the period commencing January 1, 2013 through December 31, 2017.

2. The Annual Operating Budget will include all eligible direct expenses the Operator seeks reimbursement authorization for and the Management Fee for the normal operation of the management of the Parking Facilities, and will be based on staffing levels approved by the CITY. The Operator will submit a staffing plan and wage schedule for CITY approval with each annual budget. The CITY reserves the right to amend the staffing plan and hours of staffing at its sole discretion with thirty (30) days written notice to Operator.

3. The Annual Operating Budget submitted by Operator shall include all direct operating expenses authorized for reimbursement by the CITY including, but not limited to, as identified below, required under the terms of this Agreement, to operate the parking program according to the requirements contained herein.

Operator shall specifically identify a detailed budget for the following reimbursable categories which the Operator will provide as its direct cost and submit for reimbursement from the CITY:

- a. All licenses, permits, fees, and business taxes necessary to conduct business.
- b. Headquarters costs and expenses of legal, administrative, bookkeeping, executive personnel and company officials.

c. The cost of insurance and bond coverage required by this Agreement, including insurance deductibles.

d. Credit card processing fees.

The following costs shall be EXCLUDED and do not qualify for any reimbursement from the CITY and shall be provided at the sole cost of the Operator:

a. Cost of repairs for damages caused by negligence or omissions of the Operator or its employees.

b. Professional memberships for the Operator or its employees.

c. Funds needed to establish a cashier's change bank.

d. Charitable or political contributions.

e. Amounts due the CITY because of cashier shortages or lost, stolen, or unaccounted funds.

f. NSF check and IOU amounts resulting from failure to use proper procedures.

g. Any liquidated damages allowed to the CITY under this Agreement.

h. Travel and direct travel related expenses for employees authorized under this Agreement.

E. Tracking

1. The Operator will maintain tickets, reports, and other source documents to standards approved by the CITY in writing and contained in the Operations Manual, as may be amended by the CITY from time to time. The CITY has the right to audit operations during the Term of this Agreement. Following termination of this Agreement as provided for herein or to comply with the laws of the State of North Dakota, Operator shall submit all records for the full Term of the contract with the Operator within thirty (30) days following termination to the CITY.

2. The Operator will pay, upon demand by CITY, to the CITY the prevailing 24-hour charge for public parking in the parking premises identified in Exhibits B and C , for each unaccounted-for ticket over 0.3 percent (.003 times the total number of tickets issued) of the total tickets issued monthly. Unaccounted-for tickets, less the 0.3 percent allowance for offset identified above, are defined

as the difference between the actual previous vehicle count taken, plus the tickets issued, minus the tickets collected, and minus the actual following day's vehicle count.

- a. Operator will endeavor at all times during this Agreement to keep the lost ticket ratio below the .03 percent mentioned in this section but will not be required to pay the City the prevailing 24-hour charge to unaccounted tickets during any times that the Operator is asked to manage the parking facility when there is not a secured perimeter as required in Article X. "B" of this Agreement.

F. Liquidated Damages

1. If the CITY finds that the Operator has not complied with the terms of this Agreement and any approved operating standards, and such failures are not remedied following written notice, and a cure period not to exceed ten (10) calendar days as provided for herein, the Operator will pay liquidated damages of fifty dollars (\$50.00) per day, for the first three calendar days, each day it takes to bring the records into compliance. After the first three calendar days of noncompliance, the Operator will pay liquidated damages of two hundred fifty dollars (\$250.00) per day for each day it takes to bring the records into compliance. If at the end of the fifth calendar day, the source document cannot be located, it will be declared lost. The total cost for a lost source document will be the sum of the five-day liquidated damages; six hundred fifty dollars (\$650). Neither the assessment by the CITY nor the Payment by the Operator of liquidated damages will release the Operator from the full actual damages to the CITY for any failure to maintain required documentation. Liquidated Damages are due and payable upon demand and failure to pay shall be considered a default under this Agreement. Liquidated damage assessments not paid upon demand will be deducted from payments due the Operator.

2. The Operator will pay the CITY any monies lost due to negligence, audit adjustments, theft, or unaccounted for tickets, as addressed in Subsection 3 below. Additionally, the Operator will pay interest as called for in this Agreement on these amounts from the time they are due until the time they are collected. The interest charged will be the then-current legal rate established for post-judgment interest allowed by the City of Minot pursuant to North Dakota state law.

3. The Operator will conduct a physical inventory of all vehicles in the Premises on a daily schedule agreed to with the Airport Director and as contained in the Operations Manual, as may be amended from time to time. A report of such inventory will be sent to the Airport Director no later than 10:00 a.m. each day following an inventory. The CITY may assess and, if assessed, the Operator will pay liquidated damages of one hundred dollars (\$100) per day for each agreed day such inventories are incomplete or are not taken, unless

the inventory requirement is waived in writing in advance by the CITY, or, if such failure is not remedied as provided herein, or other extenuating circumstances arise that prohibit the inventory from being conducted (blizzards or other extreme weather related conditions) and both the CITY and the Operator mutually agree as to the existence of these circumstances for a limited and specified time period. Any waiver will not be construed as a waiver of any subsequent incomplete inventory or failure to inventory. The inventory will be by state, license number, and location by lot of the automobile. To the extent the automated revenue control system is capable of providing, the inventory will be used for processing lost ticket transactions, locating "lost" automobiles, and establishing the day's "beginning inventory count." Liquidated damage assessments will be deducted from the monthly payment due the Operator.

4. The Operator will pay liquidated damages as provided in this Article for any material violation of this Agreement without reimbursement from the CITY following written notice and a cure period not to exceed ten (10) calendar days as provided for herein. Without the CITY limiting or waiving any of its other legal or equitable remedies, the CITY shall have the right to assess liquidated damages in an amount not to exceed one hundred dollars (\$100) per day per occurrence for failure to comply with the requirements of Article IX (BOOKS, RECORDS, ACCOUNTING AND AUDIT), and Article XI (PERSONNEL) if not remedied as provided herein. The Operator and the CITY stipulate that if there are three (3) violations and written notices within any twelve month period during the Term of this Agreement, that the CITY reserves the right to terminate this contract without liability with thirty (30) days written notice. The CITY reserves the right to withhold the Liquidated Damages from the Operator's expense reimbursement under Article VI (FINANCIAL CONSIDERATION & OPERATING EXPENSE REIMBURSEMENT) if not paid upon demand or to draw against the Performance Bond. In the event funds are drawn from the Performance Bond, the original amount must be replenished within five (5) days upon written notice of such draw down. Liquidated damage assessments will be deducted from payments due the Operator.

Before assessing liquidated damages under this Agreement, the CITY shall provide the Operator with a written notice of the failure to comply with this Agreement subject to the assessment of liquidated damages. For the purposes of this Section, the required written notice may be either hand delivered, mailed, or sent by a nationally recognized courier service to the Operator's on-site manager and to the contacts identified in Article XV-S in this Agreement. If the failure to comply does not pose a safety or liability risk to the CITY, the Airport, the public, or employees at the Airport, the Operator will have forty-eight (48) hours upon receipt of notice to remedy the noted violation. If such a violation is not remedied, or reasonable action taken, to the CITY's satisfaction within the forty-eight (48) hour period, or in all cases if the violation poses a safety or liability risk to the CITY, the Airport, the public or employees at the Airport, the Operator shall pay to the CITY liquidated damages from the time the violation

began through the time the violation is cured. If the Operator can demonstrate a violation does not pose a safety or liability risk as described above, and cannot be remedied within the forty-eight (48) hour period, the Operator may submit a schedule to remedy the violation with a written request for an extension of time. The written request must be received by the CITY prior to the deadline. The CITY will review the request and, in its reasonable discretion, decide whether to reduce or eliminate liquidated damages during an extended period for cure.

G. Procurement Process: The Operator will follow the established CITY's Purchasing and Contracting Policies and Procedures to ensure receipt of competitive market prices for FF&E, goods, and services within the scope of the existing monthly and annual budget eligible for reimbursement. Supporting documentation of the solicitation of competitive prices and receipts for all purchases will be kept by the Operator in accordance with North Dakota state law. The CITY will provide to Operator a copy of the applicable procurement provisions.

H. Reimbursement Limitations: Cumulative annual reimbursement of expenses for equipment, supplies, and services will not exceed the CITY approved annual authorized operating budget for the total of equipment, supplies, and services unless prior written approval is received from the CITY. Operator will be allowed to adjust individual line items within the overall budget to offset line item variances, excluding any available budget allocated to snow removal and unspent, provided that the overall approved budget is not exceeded without prior written authorization.

I. Supporting Documentation: The CITY has the right to request data from the Operator to support any budget item(s) and to require modifications to the budget. Upon written approval from the CITY, a budget will be considered adopted. The CITY reserves the right to adjust approved budgets at its sole discretion at any time during the contract year.

## **ARTICLE VII** **REVENUE CONTROL AND FF&E ACCOUNT**

A. The CITY will provide, and the Operator will maintain, cashier's booths, necessary entrance and exit gate equipment, ticket dispensers, gates, and indicators required for the effective management of the Parking Facilities in an "as is, where is" condition. Maintenance for the items listed in this paragraph will be provided by the Operator. The CITY will provide necessary hand-held units, cash registers, computers, software, and printer's necessary for the revenue control system and automobile audits.

B. Upon execution of this Agreement, the Operator will be required to deposit with the CITY, payment in the amount of three hundred fifty thousand dollars (\$350,000) which will be used for FF&E associated with the administration of this contract. CITY shall have the right to use such funds for any FF&E it deems appropriate. Operator will be allowed to amortize this payment over a five (5) year term on a straight line

amortization in accordance with the attached Exhibit G. All FF&E revert to the CITY at the end of the Base Term of the Agreement. If the contract is cancelled as a result of a default provision as called for in the Agreement, no reimbursement of remaining book value will be made and Operator forfeits the full investment amount (FF&E and any remaining cash value) to the City and the FF&E revert to the CITY. Prior to purchase and installation of any FF&E funded through this FF&E Fund contribution at the request of the CITY, the Operator will submit the proposed FF&E, including specifications, if requested, to the Director. The CITY will be responsible for the purchase and installation of all FF&E in accordance with the applicable terms of the CITY'S Purchasing Ordinance and the FF&E will belong to the CITY upon completion. The Operator shall maintain the improvements, including preventive maintenance and corrective maintenance, in accordance with the manufacturer's recommended maintenance program. Authorized maintenance costs shall be reimbursed with approved monthly expenses in accordance with Article VI (FINANCIAL CONSIDERATION & OPERATING EXPENSE REIMBURSEMENT) of this Agreement.

C. General: Gross Revenues from the operation of the Parking Facilities and any other services offered in conjunction with this Agreement are public funds of the CITY's and will be held in trust by the Operator, segregated from the Operator's non-trust funds, while the funds are in the Operator's custody and control and deposited into CITY funds as called for in this Agreement. If any Gross Revenue is lost, stolen, unaccounted for, or otherwise unlawfully removed from the custody and control of the Operator, the Operator remains responsible for the revenue, and will deposit a like sum of monies in an account designated by the CITY within forty-eight (48) hours after discovery of such loss, theft, or unlawful removal. If the loss, theft, or unlawful removal is insured or otherwise secured by the Operator, any payment made to the CITY by the insurance company, bonding company, or other, will be reimbursed to the Operator.

D. Collection and Deposit of Revenue: Operator will be responsible for providing daily cash requirements for making change for the customer and the cash balance must be reconciled daily. Following termination of the Agreement as called for herein, all cash provided by Operator for making change will revert to the Operator. The Operator will collect, hold in trust for the CITY, account for, convert to U.S. currency, and deposit all Gross Revenues derived from the operation of the Parking Facilities under this Agreement. Deposits will be made daily to the Operator's bank account. Arrangements for deposits will be subject to the prior written approval of the CITY. The Operator will submit payments and deposits free from any claim, demand, setoff, or counterclaim of any kind against the CITY. Operator will be responsible for arranging all credit card authorization systems for the approved card systems.

E. Rate Policy: The Operator will charge users of the Parking Facilities only the rates established in writing by the CITY and will permit complimentary use of parking spaces only as may be authorized in writing by the Director. In the event Operator provides complimentary use of any Parking Facilities under its control and management, Operator shall be responsible for providing the lost revenue to the CITY and it shall not be eligible for reimbursement. The CITY may revise the parking rates at

any time during the term or any extensions of the term of this Agreement and will give written notice to the Operator a minimum of thirty (30) days prior to implementation of such increases of any such change along with the effective date of the change. If Operator fails to implement any such rate adjustments as advised in writing, Operator shall be solely responsible for reimbursing the CITY for the difference between the actual revenue received and the projected revenue based on the amended fee schedule. Payment will be due and payable upon demand.

F. Cash Overages and Shortages: If the Operator charges any user a price in excess of the established rate, the amount by which the actual charge exceeds the established rate will constitute a cash overage which will be returned to the user, where possible. If it is not possible to return overages to the user, upon realization of such, and subsequent to a demonstration of a good faith effort to perform such, any overage will be due the CITY and included within the next scheduled deposit and identified as an unreturnable overage.

1. If the Operator charges any user a price which is less than the established schedule of rates, the amount by which the actual charge is less than the established rate schedule, unless proven to be a mechanical or software error of the revenue control system or other cause that is not under the control of the Operator, it will constitute a cash shortage. Any shortage will be identified as a shortage on the cashier's report form.

2. Each day, the Operator will account for and report the total overages and/or shortages for the last 24-hour period. At the end of each calendar month, the Operator will calculate the month's net cash overages and shortages. The daily net figures for overages and shortages may offset each other; however, if there is a net monthly deficit due to shortages, the Operator will deposit the difference due and payable upon demand. If, in the CITY's sole discretion, there are unreasonable shortages on a daily basis, the CITY may make the Operator responsible for the shortages and take any other action deemed necessary. If the CITY decides the Operator is responsible for the amount of any shortage, the shortage will not be reimbursed to the Operator.

3. Further, overages and shortages will not offset each other at any time except on the above-mentioned basis. The monthly figures will not be netted annually.

H. In the event there is a default of any obligation contained within this Article attributable to Operator's employee(s) assigned to the Airport, the City shall notify Operator in writing of the default within a reasonable period of discovering the default. Operator shall have ten (10) calendar days to cure or contract to cure the default. If Operator fails to cure the default, the City shall have the right to either cure the default and charge the cost of the cure plus a fifteen percent (15%) administrative fee and/or terminate this Agreement at the CITY's sole discretion. However, if the default is attributable to Operator's corporate malfeasance, such as a misappropriation of funds,

then the City shall have the right to immediately terminate the Agreement with no recourse by Operator. Nothing in this provision shall be construed as a waiver of the City's right to pursue any legal or equitable remedies available at law or as provided in Article XIII ("Termination").

## **ARTICLE VIII** **PARKING MANAGEMENT AND OPERATIONS**

The Operator will do the following:

A. Quality of Service: In the performance of its service at the Airport, the Operator will maintain a high degree and standard of professionalism. In particular, the Operator will comply strictly with the following conditions and requirements:

1. Operate the Parking Facilities in accordance with the highest standards and practices of the automobile parking trade in the region;
2. Conduct its operations in a quiet, orderly, and courteous manner, so as not to annoy, disturb, or offend customers, users, employees, or tenants of the Airport;
3. Provide and maintain sufficient materials, supplies, merchandise, and equipment to ensure a high standard of parking service;
4. Maintain the Parking Facilities in operation and open for service a minimum of twenty (20) hours every day, seven (7) days per week including all holidays. CITY may extend the operating day to 24 hours at its sole discretion after consultation with Operator.
5. Remove snow in accordance with the approved Operations Manual in the administered parking areas in order to provide a safe environment for customers and employees. A snow removal plan will be included in the Operations Manual which will be on file with the City at all times.

B. Automobile Impoundment: The Operator will report monthly to the Director any vehicle which has been parked in the same location in the parking lots in excess of thirty (30) consecutive days. The Operator will not impound any vehicle without the prior written consent of the Director. If the Operator impounds or has removed any vehicle without the written approval of the Director, Operator shall be solely liable for all damages and claims made by the owner. If approved by the Director, the Operator will perform the following:

1. Initiate the appropriate action, as described in the Operations Manual, leading to the impoundment of an automobile as soon as the automobile exceeds the maximum length of stay, the automobile leaks fluids, or the automobile is in an unsafe condition (i.e. broken windows, or other similar conditions). Operator

will be responsible for action taken or arrangements made in connection with the impoundment of automobiles, assume all liability associated with the removal, and coordinate any impoundment with Airport Operations.

2. Follow all applicable statutes, laws, and ordinances regarding the impoundment and removal of automobiles. The Operator will be fair, reasonable, and nondiscriminatory when dealing with the impoundment of automobiles.

3. Advise the Director immediately in writing of the location of the impound lot to which vehicle has been removed.

C. Maintenance and Operations: The responsibilities outlined in this Section apply to all areas of the Premises, unless an area is specifically exempted herein. Specifically, but not by way of limitation, the Operator shall provide for the maintenance and operation functions described as follows:

1. General Operations:

a. Each automobile entering the Parking Facilities will be charged for parking space use at the then current applicable rate, except when directed in writing by the CITY. Individuals or automobiles entitled to free parking will be identified in a manner and method agreed by both parties and will not be charged for using the Parking Facilities.

b. The Operator will safeguard all equipment and furnishings provided by the CITY and return them to the CITY in good working condition, normal wear and tear excepted, upon termination of this Agreement. If damage or destruction to equipment is caused by the Operator's negligence, and is not covered by insurance, the Operator will bear all direct and indirect costs of repair or replacement. Such costs incurred by the Operator are not reimbursable under this Agreement and are due and payable upon demand.

c. The CITY may replace equipment or provide required FF&E on the Premises during the Term of this Agreement. Operator agrees to cooperate with CITY in providing of any such FF&E and to use its best efforts to minimize the effects of the FF&E on the ongoing operation.

d. The Operator will respond to an emergency situation by following adopted emergency procedures as directed by the CITY. If any emergency arises for which there is no written procedure, the Operator will exercise the judgment of a prudent parking facility operator, keeping in mind the best interest of the CITY and the public. Subsequent to the exercise of judgment due to an emergency, the Operator shall immediately notify the Airport Director verbally and follow up in writing of

the nature of the emergency and judgment. Subsequent to the notice, the Operator will endeavor to work with the CITY to create a standard operating procedure for similar future instances.

e. The Operator will conduct inspections of the Premises on an agreed to schedule contained in the Operations Manual and inform the CITY in writing in a timely manner of any needed maintenance or repairs required on the Parking Facilities for which the CITY is responsible.

f. This Agreement neither grants the Operator the right to provide or perform any other business or commercial activity at the Airport or related business off Airport that competes with the on Airport contract nor does it grant the Operator the right to use the trademarks, symbols, trade names or name of the Airport, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the CITY.

2. Maintenance & Repair: Any routine expenses anticipated in order to comply with the provisions of this Section shall be included in the Operator's annual budget submission. Extraordinary expenses incurred as a result of emergency conditions will be coordinated with the Airport Director on an individual basis.

a. The Premises will be maintained in a clean, safe, sanitary condition, free from any accumulation of rubbish, litter, debris or garbage by providing janitorial, cleaning and trash removal for the assigned office space, and storage areas of the parking facilities. Areas will be cleaned on a daily frequency commensurate with traffic and assigned functions. Rubbish will be disposed of in a clean and sanitary manner by placing in approved trash containers at locations designated and provided by the CITY. The Operator will have use of the existing trash receptacles and will provide an adequate quantity of additional or replacement trash receptacles as needed for all surface parking areas and as agreed to by the CITY. The containers must be approved in writing by the Director prior to purchase to ensure uniformity throughout the Airport.

b. Operator will use its best efforts to keep all structures occupied by the Operator on the Premises free from rodent infestations. Where rodents are found, Operator will notify the CITY immediately and CITY will promptly request extermination services be performed by approved processes that will not be injurious to human health. After treatment, proper precautions will be taken to prevent future re-infestations. In the event infestation is caused by the negligence of the Operator, the cost of treating the infestation will be charged to the Operator and due and payable upon demand

- c. The Operator will replace any burned out light bulbs in the assigned office space and customer service booths. The CITY will replace all light bulbs that are intended to provide public lighting in the surface lots and lighting bollards. The Operator will notify the CITY of any damaged light poles, fixtures and burned out ballasts in the assigned areas. The disposal of light bulbs will be coordinated with the Airport Maintenance.
- d. The City will maintain and replace, when necessary, a communication system to enable communications between the parking Operator and the designated CITY representative.
- e. The Operator shall immediately report to the CITY any structural damage in the Premises.
- f. The CITY will provide and pay for a telephone system in Operator's office spaces and any other communication system necessary to perform the obligations of this Agreement. The telephone service will include any local connections required to perform the tasks identified in this Agreement, such as credit/debit card processing, and the operation of the revenue control system and any other computer services used by the Operator. The Operator shall include in the annual budget and pay for long distance charges assigned to the Operator's system due and payable upon demand.
- g. The right to construct and install fixtures, equipment, and other improvements necessary to manage the Parking Facilities as authorized and required under this Agreement is subject to prior written approval by the Director.

3. Office Space, Exit Plazas, and Equipment: Any expenses anticipated in order to comply with the provisions of this Section shall be included in the Operator's annual budget submission.

- a. The Operator is responsible for maintaining the interior surface coating and paint of the customer service booth and office space made available for the Operator's use in this agreement. The CITY will paint the interior of the office space not less than once during the Base Term and once during the Option Term. Timing shall be coordinated with the CITY.
- b. The CITY is responsible for maintaining and repairing the carpet in the office space and customer service booths when needed as determined by the CITY.

- c. The Operator is responsible for maintaining, repairing, and replacing all light bulbs, fixtures and lamps in the office space and customer service booth, excluding the electrical systems as indicated herein as a CITY responsibility.
- d. As directed by the CITY, the Operator is responsible for notifying the CITY of the need for repairing the intercom system used for communication between the entrance lanes and exit plazas.
- e. The Operator is responsible for providing, maintaining, repairing and replacing any appliances (microwaves, refrigerators, stoves, etc.) approved by the CITY in the office space as needed. Appliances provided are not eligible for reimbursement.
- f. The CITY is responsible for maintaining, repairing and replacing all locks for the customer service booth and administrative office as needed.
- g. The Operator is responsible for maintaining, repairing and, if necessary, replacing all furniture in the customer service booth and administrative office as deemed necessary by the CITY.
- h. The Operator will immediately report any problems or potential problems with the HVAC, plumbing or electrical systems to the CITY in their assigned Premises.
- i. The Operator will ensure continuous operation of all entrance and exit equipment. The Operator will maintain personnel levels necessary to ensure sufficient service levels to exiting passengers. The details of the personnel requirements will be described in the Operations Manual. In the event of a malfunction of the automated equipment, Operator shall manually staff all positions and process customers to the best of its ability.

D. Operations Manual: Operator shall provide to CITY a baseline Operations Manual for review and approval prior to the commencement of service. No later than sixty (60) days following the commencement of this Agreement, the Operator will submit an updated Operations Manual regarding the revenue control system and the day-to-day operations specific to the Parking Facilities operation at the Minot International Airport for CITY review and approval in writing. The CITY reserves the right to amend the Operations Manual at its sole discretion throughout the Agreement Term, provided that any unilateral changes will not modify this agreement or cause the operator to incur expenses not reimbursed by the CITY. The CITY has the right to approve, reject, or modify any Operations Manual to be used in connection with the revenue control system or the day-to-day operations for the Parking Facilities. It is intended to be a dynamic document, reviewed and revised regularly to reflect changing situations. The Operator will operate the Parking Facilities according to this Agreement and the

Operations Manual approved by the CITY and shall keep an updated copy in the manager's office of the Operator.

1. The Operations Manual shall include, at a minimum, the following:

Hours of Operations  
General Operating and Management Policies  
Customer Service Policies  
Cash Control, Accounting, and Audit Procedures  
Lost Ticket Procedures  
Employee Job Descriptions  
Employee Training Guide  
Employee Schedules  
Emergency Procedures  
Manager's Office Location, Cellular and Home Phone Number  
Company Personnel Policies  
Procedures to Address Customer Claims for Bodily Injury or Property Damage

2. The CITY shall have the sole discretion to determine the Operator's compliance with any Operations Manual used. If there are any inconsistencies between the Operations Manual and this Agreement, the provisions of this Agreement govern unless agreed to in writing by the Airport Director.

E. Health and Safety: The Operator is responsible for reporting all health and safety issues to the Airport affecting its operation and/or that comes to its attention.

## **ARTICLE IX** **BOOKS, RECORDS, ACCOUNTING AND AUDIT**

A. Maintenance of Books and Records: The Operator will keep full and accurate books and records which show all Gross Revenues and all costs of operation of the Parking Facilities. All books and records will be kept in accordance with generally accepted accounting principles, acceptable to the CITY, and in accordance with the Operations Manual approved by the CITY in a location agreed to by the CITY. The Operator's books and records must, in the determination of the CITY, enable the Operator to accurately report, and the CITY to easily check, payments due the CITY under this Agreement. The resources required for the maintenance of books and records described in this Article shall be eligible for reimbursement by the CITY and shall be included in the proposed annual budget submitted by the Operator.

1. As used in this Agreement, "books and records" include, without limitation, general ledgers, revenue journals, register tapes, cashier reports, ticket stock, daily or periodic summary reports, daily and monthly reports, bank deposit slips, bank statements, credit/debit card service statements, tax

reports to federal, CITY and local agencies and contractual Agreements with third parties (including subcontractors and joint venture partners) on the Airport that contract for services with the Operator. The CITY, or its designee(s), shall have access to the above referenced records at all times regardless of the media in which the information is stored.

2. The Operator will keep and maintain records in a separate set of books devoted exclusively to the Operator's operations at the Minot International Airport. Such books, ledgers, journals, accounts, and records will contain all entries reflecting the Operator's business transacted under this Agreement. All such books, ledgers, journals, accounts, and records will be, and remain, the property of the CITY and will be open to inspection by the CITY within five (5) working days upon demand. The operator shall retain all "books and records" in accordance with applicable North Dakota record retention laws, which may be amended from time to time.

3. The Operator will maintain all source documents including, but not limited to used/voided parking tickets, cash register tapes, cashier and daily reports, deposit slips, and automobile inventories at a location approved by the Airport and in the manner determined by the CITY.

4. The entire Operator's "books and records" required by this article must be submitted in terms of United States of America currency. Operator will deposit into Operator's account all revenue received including foreign currency and the City will make any necessary currency conversions.

B. Reports:

1. Daily: On the first business day following the day of deposit, the Operator must submit to the CITY a reconciliation of Gross Receipts Report. Required information and format will be approved by the CITY.

2. Monthly: The Operator must submit to the CITY the following monthly reports by the 10th day of each month:

a. Activity Report: A Monthly Activity Report shall be submitted within ten (10) calendar days following the end of the month signed by the authorized representative of the Operator of all Gross Revenues collected during the preceding calendar month. Each report must reflect the total revenue generated by the Parking Facilities, as well as revenue generated by each lot (i.e. short-term, long-term, employee, economy, and so forth). This report will include a summary of operating expenses for both the Parking Facilities and an invoice for the amount to be reimbursed. The summary report will be accompanied by evidence of disbursements, as well as invoices including receipts for petty cash. The certified activity report will include credit for employee benefits collected

from the CITY but not paid to the employee because the employee was terminated prior to being eligible for benefits.

b. Parking Activity Report: A summary of parking activity for the preceding month. The parking activity report will include monthly validations and total amount, lost tickets and total amount, number of free parking activities, refunds, and number of automobiles exiting each lot by the following categories: free, hourly, daily, other, tenant, and total. The CITY reserves the right to adjust the information required in the Activity Report.

c. License Plate Inventory (LPI): A daily report of all vehicles parked in the Premises on a schedule agreed to with the Airport Director.

3. Annually: Within sixty (60) days after the end of each fiscal year, the Operator will submit an audited Annual Report reflecting all of the Operator's business in connection with the operation of the Parking Facilities. The report will be prepared by an independent Certified Public Accountant. All budgets, invoices, activity reports, etc., will be delivered to: Airport Director, Minot International Airport, 515 2<sup>nd</sup> Avenue SW, Minot, North Dakota 58701 and mailed to Airport Director, Minot International Airport, P.O. Box 5006, Minot, ND 58707-5006. The cost of the audit shall be submitted as a cost in the annual budget and will be a reimbursable expense provided if it is within the budgeted allowance unless prior written approval is obtained from the Director.

C. Additional Information: In addition to the reports and records specifically required by this Article, the Operator will provide to the CITY any other financial or statistical reports that the CITY may require during the Agreement Term and summarized in Exhibit H hereto attached and made part of this agreement.

D. Audit: The Operator's books and records must enable the Operator to accurately report, and the CITY to easily verify, revenues due the CITY and authorized expenses to be reimbursed by the CITY. All books, ledgers, journals, accounts, and records will be open for examination, audit, and copying by the CITY, during ordinary business hours. Unless specifically authorized by the CITY, the Operator will keep all such books, records, and supporting data at the Airport. If the Operator has approval to keep certain records at a location outside the City of Minot, North Dakota, the CITY will have the option of either having the necessary books and records transported to a location on the Airport for examination, audit, or copying and delivering the records to the CITY. The CITY reserves the right to conduct an audit at any time during the Term of the Agreement and for up to twelve (12) months beyond the Term (and the Option term, if exercised, and for up to twelve (12) months beyond the Option term). This section shall survive the Term (and Option term, if exercised) of the Agreement.

## **ARTICLE X** **CITY'S RESPONSIBILITIES**

The CITY will do the following:

- A. Provide and maintain in good order and condition all drainage and lighting fixtures, and furnish electricity for lighting of parking lots facilities.
- B. Maintain the parking lot surfaces (including painting and striping), the parking facilities, perimeter fencing required to reasonably secure the parking area, chains and bollards, landscaping, and other fixed facilities necessary to the parking operation.
- C. Maintain the surface area pedestrian walkways, curbs, and landscaping within the Premises as identified in Exhibits B and C.
- D. Sweep the surface lots and sidewalks.
- E. Remove and dispose of grease, oil drippings, stains, spills, and other foreign deposits.
- F. Clean and maintain the drainage areas.
- G. Provide and repair the signage in the parking areas except for signage relating to the pricing.
- H. Sealing and patching the parking areas, and maintaining and repair of curbs, sidewalks, asphalt and concrete in the parking areas.
- I. Provide office space on the Airport for use by the Operator as identified in Exhibit B.
- J. Approve all parking tickets for use in the Parking Facilities as deemed necessary by the Airport Director. The Operator will use no other tickets except as approved by the CITY.
- K. Maintain all general purpose lighting in the lots. Loose rubbish, litter, debris or garbage shall be picked up from around parked vehicles, fences, garages, and surface parking areas daily, and disposed of in accordance with all local, City, and federal regulations in containers provided by the CITY.

## **ARTICLE XI** **CONTRACT** **PERSONNEL**

The Operator will employ and provide sufficient personnel to maintain the quality of service required by Article VIII (PARKING MANAGEMENT AND OPERATIONS) during the entire term of this Agreement. The Airport Director and/or City have the sole discretion to determine whether sufficient personnel are provided. Number and categories of personnel employed and employee benefits paid (i.e., holiday, vacation, health insurance, etc.) by the Operator will be subject to approval of the CITY and is subject to adjustment at the sole discretion of the CITY. **The Operator will provide a summary of all positions by title, labor rates paid, and benefit programs and costs as part of the annual budget submission.** The Operator will provide personnel as follows:

A. **General Manager:**

1. The Operator shall at all times during the Agreement Term retain a qualified, competent and experienced full-time General Manager (hereinafter referred to as "Manager") of its operations for the Parking Facilities authorized under this Agreement. This Manager shall be responsible to ensure the following: (i) maintain the Premises at the Airport in neat and orderly condition; and (ii) shall be on-site at the Airport during regular business hours excluding holidays, vacations and sickness. The Operator shall provide the CITY with written notice within thirty (30) days of the Effective Date indicating the name, business, home, pager and cellular telephone numbers, and business address of such Manager. The Manager will have no other duties for the direct administration of other parking management contracts beyond supervision of the Airport's Parking Management Contract and will serve as the primary point of contact with the Airport Director or designee. At all times the Manager is not on duty, a qualified subordinate must be identified and available on the Premises. Prior to appointment of the Manager during the Term of this Agreement, Operator shall make the candidate available to airport management for an interview prior to assignment to the contract. Operator will take into account the feedback of airport management in the final selection of the Manager candidate.

2. The Manager designated by the Operator shall be the Manager for a minimum of one (1) year from the Commencement Date of the Agreement, unless terminated for cause or removed as provided for in this Agreement or in accordance with the Operator's personnel policies. The Manager shall have no other assigned responsibilities to the Operator other than to act in the capacity as Manager herein unless prior written approval is received from the CITY.

3. If the CITY is not satisfied with Operator's selected Manager's performance or a replacement Manager's performance, the CITY shall notify Operator in writing setting forth the CITY's position. Within twenty (20) days of

receipt of any such notice, the Operator shall respond in writing, detailing the corrective action taken to resolve the CITY's concerns.

4. If during the Agreement Term, the Operator desires to change its Manager, it may do so only after written notice to the CITY. The notice shall include the name, business, home, pager and cellular numbers, business address of the replacement Manager and effective date of the appointment following the recruitment process outlined in paragraph 1 above.

B. Office Personnel: The Operator will provide sufficient office and accounting personnel to ensure the proper and efficient conduct of the business.

C. Operating Personnel: The Operator will provide parking booth attendants and other personnel at a staffing level and schedule as approved in writing by the CITY, in the determination of the CITY, to operate the Premises and to adequately serve the needs of the public using the Premises.

D. Operator will control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. The Operator will train its employees to render a high level of courteous and efficient service to parking patrons. It is the Operator's responsibility to maintain close supervision over such employees to ensure the highest standard of service. The training program must be approved in writing by the CITY prior to the commencement of the service.

E. The Operator will require all of its employees to be dressed in neat, clean, identifiable uniforms when on duty at the Airport. The uniforms used will be subject to the written approval of the Airport Director. The Operator will also require all on-duty personnel to wear identification badges approved by the Airport Director.

G. Operator will not knowingly employ any person in connection with the work authorized under this Agreement who has been convicted in a court of competent jurisdiction for theft or misappropriation of funds. Operator will perform appropriate background investigations on potential employees to comply with this section at its sole expense. Findings of the investigations will be kept by the Operator in the employee's personnel file and made available to the CITY upon demand.

H. The Operator will pay its employees at a level not less than the general wages for like work performed in the Minot region of North Dakota.

I. The Operator will not divert or cause to be diverted any business from the Parking Facilities located at the Airport.

J. Neither the Operator nor its employees, without the prior written permission of the CITY, will enter or drive any automobile which has been placed on the Premises by a self-parking customer.

## **ARTICLE XII** **INDEMNIFICATION AND INSURANCE**

**A. Performance Bond:**

1. Operator shall post with the City a performance bond to be maintained for the duration of the Agreement and any extension thereof in the amount of two hundred and fifty thousand dollars (\$250,000). The financial guarantee may be in the form of a bond, letter of credit from Operator's banking institution or a cashier's check payable without recourse to the City of Minot. If Operator submits a bond, then that bond shall be issued by a surety company acceptable to the City. It is the responsibility of the Operator to ensure that the performance bond does not expire and ensure that the renewal bond is received by the City before the previous bond's expiration. Expiration of the bond shall result in Three Hundred Dollar (\$300.00) penalty per month until a new bond is received.

**B. Indemnification:**

Operator ("Indemnitor") shall fully indemnify, defend, save and hold harmless the City, its officers, agents, representatives, and employees (collectively, "Indemnitees") from and against any and all liability, loss, damages, claims, demands, suits, and causes of action of any nature whatsoever asserted against or recovered from City on account of injury or damage to person including, without limitation on the foregoing, premises defects, workers' compensation and death claims, or property loss or damage of any other kind whatsoever, to the extent any injury, damage, or loss may be incident to, arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part: (i) Operator's performance under the Agreement; (ii) Operator's occupancy of the Premises and any and all activities associated with the Operator's use of the Premises; (iii) the violation by Operator, its officers, employees, agents, contractors, subcontractors or representatives of any law, rule, regulation, ordinance, or government order of any kind pertaining, directly or indirectly, to the Agreement; (iv) the exercise of rights under this Agreement; or (v) a negligent or willful act or omission on the part of Operator, its officers, employees, agents, contractors, subcontractors or representatives pertaining to the Agreement, regardless of whether the injury, damage, loss, violation, exercise of rights, act, or omission is caused or is claimed to be caused by the contributing or concurrent negligence of Indemnitees, or any of them, but not if caused by the sole negligence of Indemnitees, or any of them, unmixed with the fault of any other person or entity, and including all expenses of litigation, court costs, and attorneys' fees, which arise, or are claimed to arise, out of or in connection with the asserted or recovered incident. Operator covenants and agrees that, if any of the Indemnitees is made a party to any litigation against Operator or in any litigation commenced by any party, other than Operator relating to the Agreement, Operator shall, upon receipt of reasonable notice

regarding commencement of litigation, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend any of the Indemnitees in all actions based thereon with legal counsel satisfactory to the City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind whatsoever arising from any the liability, injury, damage, loss, demand, claim, or action.

B. Insurance: Minimum Insurance Requirements are identified below:

- a. Workman's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State of North Dakota.
- b. Public Liability, Bodily Injury, and Property Damage: Injury of one or more persons, and/or property damage:
  - i. Per Accident \$1,000,000
- c. Automobile and Truck Public Liability, Bodily Injury, and Property Damage: Injury of one or more persons, and/or property damage:
  - i. Per Accident \$1,000,000.

**ARTICLE XIII**  
**TERMINATION**

A. Termination:

1. The CITY has the right to terminate this Agreement in its entirety and recover possession of the Premises, upon written notice to the Operator, if any of the following events occur:
  - a. The occurrence of any act or omission on the part of Operator which deprives it of the rights, powers, licenses, permits, and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized under this Agreement;
  - b. The filing by or against the Operator of any bankruptcy petition in, either voluntary or involuntary, or the making by the Operator of any assignment for the benefit of creditors, either of which actions will terminate this Agreement and bar the passing hereunder of any benefits to creditors, assignees, or transferees of the Operator. The abandonment, discontinuance, or assignment by the Operator, without written consent of the CITY, of any or all of the operations and services permitted or required by this Agreement, except as provided in this Agreement;
  - c. Failure of the Operator to account for and pay to the CITY any of the Gross Revenues the Operator owes to the CITY within five (5) calendar days following written notice from the CITY;

- d. Failure of the Operator to pay any shortage when required by the CITY to do so within five (5) calendar days following written notice from the CITY;
- e. Failure of the Operator to comply with the CITY approved Operations Manual or performs any obligation of this Agreement within a ten (10) calendar day cure period unless the cure period is otherwise specified in this agreement.
- f. Deterioration of services for a period, which in the sole determination of the CITY, materially and adversely affects the operation of the public service required to be performed by Operator under this Agreement; provided, however, that the CITY will notify the Operator in writing of the services or operations requiring remedy and give ten (10) calendar days in which to correct the problem or to enact such corrective actions.

2. Upon termination by the CITY, all rights, powers, privileges and authority granted to the Operator under this Agreement will cease immediately and the Operator agrees to vacate the Premises used or occupied by it in connection with its operation under this Agreement and to leave the space in its original condition, normal wear and tear excepted. Any repairs required to return the space to that condition will be provided by the CITY and the cost of such repair plus a fifteen percent (15%) administrative fee will be invoiced to Operator and due and payable upon demand. Termination of the Agreement will not represent a waiver of this requirement.

3. If this agreement is terminated prior to the end of the Base Term other than for reasons of default and under the provisions of this agreement, the CITY shall reimburse the operator for the balance remaining on the equipment and/or improvements fund less any amounts due the CITY as called for in this Agreement. Any remaining value shall be prorated to the nearest month.

4. The exercise by the CITY of the remedies and rights provided in this Agreement will not be exclusive but will be cumulative and will not affect any other legal rights or remedies available to the CITY.

B. CITY's Right of Re-entry: As an additional remedy, upon giving written notice of cancellation or termination, the CITY has the right to re-enter any part of the Premises on the effective date of cancellation or termination without further notice of any kind, remove all persons, and regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Any re-entry or regaining or resumption of possession, however, will not in any manner, affect, alter, or diminish any of the obligations of the Operator under this Agreement.

C. Termination by Operator:

1. Operator may terminate this Agreement and all of its obligations under this Agreement at any time if one of the following events occurs, provided that only the entire Agreement may be terminated:

- a. The refusal of any governmental agency having jurisdiction over the flight operations at the Airport, to grant or permit all carriers operating from the Airport the right to regularly operate into and from the Airport, for a period exceeding ninety (90) days because of the condition, maintenance, or inadequacy of the Airport; or
- c. The breach by the CITY of, or its failure to perform, any of the covenants or agreements contained in this Agreement, and the failure of the CITY to remedy or to commence the corrective action the breach for a period of thirty (30) days after receipt from the Operator of a written notice of the breach.

D. Vacation of Premises by Operator: The Operator will yield and peaceably deliver possession of the Premises to the CITY on the date of the cessation of this Agreement, whether the cessation be by termination, expiration, or otherwise. The Premises will be delivered promptly and in a condition similar to that which existed at the commencement of the term of this Agreement except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Agreement and any damage resulting from causes over which that the Operator has no control.

E. Transition at Termination, Cancellation, or Expiration:

1. The CITY and the Operator mutually agree that on the termination, cancellation, or expiration of this Agreement, the CITY has the right to award any subsequent Agreement to the most favorable proposer by any legal means available to the CITY.

2. The Operator agrees that it is not practical or possible to predict exactly what the transition schedule or procedures should be to best serve the needs of the traveling public and the CITY when this Agreement terminates, is cancelled, or expires. Therefore, the Operator agrees that the CITY has the right to determine what the transition schedule and procedures will be so that the needs of the traveling public and the CITY are best served.

3. The Operator agrees to cooperate and to diligently execute the transition plan as determined by the CITY, to abide by the time schedule, and to cooperate completely, with the CITY and the succeeding Operator in carrying out the transition plan.

## **ARTICLE XIV** **ASSIGNMENT OR SUB-CONTRACT**

A. The Operator will not mortgage, hypothecate, or otherwise encumber or assign the rights granted under this Agreement, nor will the Operator subcontract, in whole or in part, without the prior written consent of the CITY. Any attempted assignment, mortgage, hypothecation, subcontract, or encumbrance of the rights, or other violations of the provisions of this article, will be null and void and confer no right, title, or interest in or to this Agreement nor right of occupancy of the whole or any part of the Premises upon any such assignee, mortgagee, encumbrance, pledge, or other lien holder, subcontractor, successor, or purchaser.

B. Any proposed assignment or subcontract must be submitted to the CITY for CITY consideration and prior approval. If subsequently approved by the CITY, four (4) copies of this documentation (each bearing the original, notarized signature of all parties) shall be executed and filed with the CITY with such documentation specifically indicating that all covenants and provisions in this Agreement (between the City of Minot and Republic Parking System, Inc.) extend to and bind the legal representatives, successors, and assigns of the parties.

C. The CITY will not unreasonably withhold its consent to an assignment of this contract by the Operator to a corporation resulting from a merger or consolidation with or reorganization of the Operator, to a corporation purchasing all or substantially all of the assets of the Operator, or to any corporation which controls or is controlled by or is under common control with Operator.

For purposes of this subsection, "control" of any corporation will be deemed to be vested in the person or persons owning more than fifty percent (50%) of the voting power for the election of the board of directors of the corporation.

## **ARTICLE XV** **GENERAL COVENANTS**

A. Affirmative Action: The Operator will undertake any affirmative action program required by 14 CFR, Part 152, Subpart E to insure that the Operator will not exclude any person from participating in any employment activity covered by 14 CFR, Part 152, subpart E on the grounds of race, creed, color, national origin, or sex. The Operator will not exclude any person on these grounds from the participation in or the receipt of the service or benefit of any program or activity covered by the subpart. The Operator further understands that it will require its covered sub organizations to provide assurances to the CITY that they will also undertake affirmative action programs and require assurances from their sub organizations, as required by 14 CFR, Part 152, Subpart E.

B. Applicability of City and State Statutes: All terms of this Agreement will be governed by and be subject to the provisions of laws of the State of North Dakota and

the ordinances of the City of Minot and State of North Dakota Century Code. Any dispute between the parties to this Agreement will be brought in the courts of the Ward County, State of North Dakota.

C. Approval by CITY: The CITY will not unreasonably withhold any approval required under this Agreement.

D. Proposal Documents: It is expressly understood and agreed that the Request for Proposals, Instructions to Proposers, the Proposal, Proposer's Affidavit, Proposer Questionnaire, proposal deposit, and any addenda, are a part of this Agreement, and each of the parties does expressly covenant and agree to carry out and fully perform all of the provisions in each document.

E. Captions: The captions of the Article and sections of this Agreement are for convenience only and do not necessarily define, limit, describe, or construe the contents of any Article or section. The use if the singular or plural form of words is intended to include both the singular and plural, as appropriate.

F. Condemnation: If the Premises are condemned by any proper authority, the term of this Agreement will end on the date the Operator is required to surrender possession of the Premises. The CITY is entitled to all the condemnation proceeds.

G. Conflicts: If there is a conflict between the Operator and any other tenant, lessee, or operator on the Airport as to services to be provided by respective tenants, concessionaires, or lessees, the CITY will decide which services may be provided by each tenant, concessionaire, or lessee. The Operator agrees to be bound by any decision, subject to any rights the Operator may have to seek administrative or judicial relief.

H. Disadvantage Business Enterprises: The Operator will provide the Airport with any and all information required under 49 CFR Part 23, pertaining to Airport Concessionaire Disadvantage Business Enterprises (ACDBE).

I. Disasters: If, in the determination of the CITY, fire, flood, earthquake or other casualty damages the Airport so extensively as to render it untenantable, either party may elect to terminate this Agreement on thirty (30) days written notice to the other party. If this Agreement is terminated because of a disaster, the CITY will prorate the fees due the Operator up to the time the Airport becomes untenantable.

J. Discrimination: The Operator covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, disability, or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal, state, or CITY law. The Operator recognizes the right of the CITY to take any action necessary to enforce this covenant, including actions required pursuant to any federal, state, or CITY law.

K. Execution by CITY: This Agreement is not effective until it has been approved by the City Council, signed by the designated representative of the City, and a notice to proceed issued.

L. Holding Over: The Operator has no right to holdover after this Agreement expires. If with the express or implied consent of the CITY the Operator does hold over after this Agreement expires, the holding over does not operate as a renewal or extension of the rights granted under this Agreement, but only creates a month-to-month tenancy, regardless of any payment accepted by the CITY. The Operator's obligations to perform under this Agreement will continue until the CITY terminates the month-to-month tenancy. The CITY may terminate the tenancy at any time by giving the Operator at least ten (10) calendar day's written notice. Unless otherwise mutually agreed by both parties, payment of Management Fee shall remain at the same rate as prevailing rates for each lot when the holdover commences.

M. Integration and Merger: This Agreement sets forth all the terms, conditions, and Agreement of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendment of this Agreement is effective unless in writing and signed by both the parties.

N. Interrelationship of Provisions: All provisions of this Agreement and the associated proposal documents are essential parts of this Agreement and are intended to be cooperative, to provide for the use of the Airport, and to describe the respective rights and obligations of the parties to this Agreement.

O. Modification: The Operator acknowledges that the CITY may modify this Agreement to meet the revised requirements of federal, state, and CITY grants, to operate the Airport, or to conform to the requirements of any revenue bond covenant to which the CITY is a party. The CITY may make these modifications without formal amendment provided written notice of the modifications is given to Operator thirty (30) days before modifications take effect. However, a modification may not reduce the rights or privileges granted the Operator under this Agreement or cause the Operator financial loss.

P. National Emergency: The Operator will not hold the CITY liable for the inability to perform any part of this Agreement that results from national emergency declared by the federal government.

Q. No-Fault Loss or Damage: The Operator expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the electric and other utility systems furnished for the Parking Facilities covered by this Agreement which may occur from time to time from any cause, or from any loss resulting from water, earthquake, civil commotion, or riots.

R. No Waiver: If the CITY does not insist in any one or more instances on the strict performance by the Operator of any provision or Article under this Agreement, it is not a waiver or relinquishment for the future, but the provision or Article will continue in full force. The CITY's failure to enforce any provision or Article in this Agreement is neither an enforceable waiver nor subject to reasonable reliance by the Operator unless it is expressly stated as a written waiver, signed on behalf of the CITY.

S. Notices: All notice periods begin on the date the notice is mailed and sent via a nationally recognized courier service. Any and all notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by U. S. mail or sent via any nationally recognized overnight courier service, and addressed as follows:

**When to CITY:**

CITY OF MINOT

Attn: Airport Director  
Minot International Airport  
515 2<sup>nd</sup> Avenue SW  
Minot, North Dakota 58701

**When to OPERATOR:**

Republic Parking System, Inc.  
Chris J. Howley  
Executive Vice President  
633 Chestnut Street, Suite 2000  
Chattanooga, TN 3745

Republic Parking System, Inc.  
James C. Berry  
Chairman and CEO  
633 Chestnut Street, Suite 2000  
Chattanooga, TN 37450

T. Radio Interference: At the CITY's request, the Operator will discontinue the use of any machine or device which interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

U. Reservation of Rights: The CITY specifically reserves the right to grant to others the rights and privileges not specifically and exclusively granted to the Operator. The rights and privileges granted to the Operator in this Agreement are the only rights and privileges granted to the Operator by this Agreement. The Operator has no easements, rights, or privileges, express or implied, other than those specifically granted by this Agreement.

**V. Restrictions and Regulations:**

1. All of the Operator's operations and activities under this Agreement will be subject to:

- a. Any order, direction, or condition issued, given, or imposed by the Airport Director with respect to use of Airport roadways, driveways, curbs, sidewalks or parking areas, and public areas adjacent to Parking Facilities; and
- b. Any applicable ordinance, statute, rule, regulation, or order of any governmental authority lawfully exercising authority over the Airport or Operator's business or other activities under this Agreement.

2. CITY will not be liable to the Operator for any diminishing or deprivation of its rights under this Agreement due to the exercise of any such authority as provided above, nor will Operator be entitled to terminate the whole or any portion of this Agreement by reason thereof unless the exercise of such authority will so interfere with Operator's operation of the Parking Facilities in the exercise of its right under this Agreement as to constitute a termination in whole or in part of this Agreement by operation of law in accordance with the laws of the State of North Dakota.

W. CITY's Right of Access and Inspection:

1. The CITY, by its officers, employees, agents, representatives, and contractors, has the right to enter upon the Premises at any reasonable time to inspect them, to observe the Operator's performance of its obligations under this Agreement, and to do anything which the CITY may be obligated or have the right to do under this Agreement, or otherwise.
2. CITY, by its officers, employees, agents, representatives, and contractors, has the right, for the benefit of the Operator or for the benefit of others at Airport, to maintain and operate existing and future utility systems in, on, or under the Premises and to enter upon said Premises at any time to make repairs, alterations, and replacements deemed necessary or advisable by the CITY. CITY will provide Operator with sufficient advance notice before any such repairs, alterations, and replacements are undertaken or commenced.

X. Time: Time is of the essence in the performance of all rights and obligations of the parties to this Agreement.

Y. Validity of Parts: If any provision or covenant of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

## **ARTICLE XVI** **SUBSEQUENT CONTRACT**

A. Subsequent Contract Award: The Operator acknowledges that on the expiration or cancellation of this Agreement, the CITY may award any subsequent parking facility contract by any legal means then available to the CITY.

B. Transition Schedule at Expiration or Operator Termination: The Operator understands that it is neither practical nor possible for the CITY to predict the exact transition schedule and procedure to best serve the needs of the customers and the CITY at the expiration or Operator cancellation of this Agreement, and therefore the CITY and Operator mutually covenant as follows:

1. The CITY will provide the Operator a written notice of the transition plan determined by the CITY to best serve the needs of the traveling public and the CITY at least thirty (30) days prior to transition to a replacement operator.
2. The Operator will cooperate and diligently execute the transition plan determined by the CITY, abide by its time schedule, and cooperate with the CITY and the replacement Operator in carrying out the transition plan. In any dispute between the operator and the replacement operator during the transition period, the Operator will abide by the decision of the CITY.
3. At the expiration of this Agreement, the Operator will either remove its personal property from the Premises or sell them to the replacement operator as directed by the CITY. If the Operator neither sells nor removes these items within five (5) calendar days following termination, the CITY may remove, sell, modify, or destroy these items as it sole discretion. The Operator will reimburse the CITY for any cost the CITY incurs in removal and disposal of Operator's personal property plus a fifteen percent (15%) administrative fee due and payable upon demand.

## **ARTICLE XVII** **GRANT ASSURANCES**

This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States, 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." Grant Assurance 22, Economic Nondiscrimination, requires sponsors to make aeronautical facilities available to the public and their tenants on reasonable terms and without unjust discrimination.

IN WITNESS WHEREOF, OPERATOR and CITY have executed in triplicate this Lease Agreement as of the date and year first written above.

ATTEST:

Lisa Jernot  
City Clerk  
Date: 12/20/12

CITY OF MINOT

Bob Johnson  
Mayor  
Date: 12/20/12

OPERATOR: **Republic Parking System, Inc.**, a Tennessee corporation, doing business as Republic Parking System, Inc.

By: Chris Hawley  
Title: Executive Vice President  
Date: 12-18-12

By: Robert Johnson  
Title: Executive Vice President  
Date: 12-18-12

STATE OF Tennessee §  
COUNTY OF Hamilton §

This instrument was acknowledged before me on 12-18, 2012, by  
Chris Hawley & Bob Johnson of Republic Parking System, Inc.  
at Tennessee corporation, on behalf of the corporation

Michele L. Mull  
Notary Public, State of Tennessee  
My Commission expires 11-17-15



## Minot International Airport Parking Budget

		2017	2017 (Actual)	2018	Jan-March Projected
Gross Revenue		\$ 1,797,164	\$ 355,127	\$ 1,420,500	
Payroll		\$ 189,818	\$ 43,692	\$ 192,718	
Federal/State Taxes		\$ 20,102	\$ 3,712	\$ 19,272	
Subtotal		\$ 209,920	\$ 47,404	\$ 211,989	
<b>Other Expenses</b>					
Unemployment Insurance		\$ 7,118	\$ 1,086	\$ 5,994	
General Liability		\$ 9,781	\$ 1,318	\$ 6,674	
Health Insurance		\$ 2,500	\$ 1,184	\$ 5,000	
Performance Bond		\$ 2,000	\$ 2,000	\$ 2,000	
Dishonesty Bond		\$ 1,500	\$ -	\$ 1,500	
Postage & Shipping		\$ 1,200	\$ 369	\$ 1,500	
Annual Management Fee		\$ 128,340	\$ 32,085	\$ 52,000	
Accounting Fee		\$ 6,500	\$ 1,500	\$ 6,500	
Telephone		\$ 1,000	\$ 225	\$ 1,000	
Uniforms & ID Badges		\$ 1,250	\$ 299	\$ 1,250	
Consulting (Mystery Shops)		\$ -	\$ -	\$ -	
Office Supplies		\$ 2,400	\$ 790	\$ 2,200	
Ticket Stock		\$ 1,500		\$ 1,500	
General Supplies		\$ 2,400	\$ 20	\$ 1,000	
Bank Service Charge		\$ 500	\$ 80	\$ 350	
Recruiting		\$ 200		\$ -	
Equipment Maintenance		\$ 4,000	\$ 3,020	\$ 10,000	
Snow Removal (Avg. 45")		\$ 20,000	\$ 23,083	\$ 25,000	
Credit Card Discount Fees		\$ 25,000	\$ 6,472	\$ 10,000	
Revenue Control Equipment (PCI)		\$ 400	\$ 326	\$ 1,500	
Subtotal		\$ 217,589	\$ 73,857	\$ 134,968	
<b>Non- Budgeted</b>					
<b>Total All Expenses</b>		<b>\$ 427,509</b>	<b>\$ 121,261</b>	<b>\$ 346,957</b>	
<b>Net Revenue to City</b>		<b>\$ 1,369,655</b>	<b>\$ 233,866</b>	<b>\$ 1,073,543</b>	