

City of Minot

Committee of the Whole
Wednesday, August 29, 2018 - 4:15 PM
City Council Chambers

1. BUILDING RELOCATION REQUEST TO 712 VALLEY STREET- GAYLIN SCHMIDT

It is recommended the Committee and Council approve the relocation of the single family residence, from 1014 6th Ave SW, Minot ND, 58701 also known as Kittelsons S/D Port N ½ SW Sec 23 155-83 E50 W100 Lot 7, to 712 Valley Street, Minot, ND 58701, also known as Heckers First Addition Lot 39, subject to conditions.

Documents:

[Memo to City Council.pdf](#)
[Schmidt Move Request.pdf](#)
[Property Owners Itr.pdf](#)
[Gaylin Schmidt Itr.pdf](#)
[Inspectors Report - Gaylin Schmidt move.pdf](#)
[Assessors Report - Gaylin Schmidt.pdf](#)

2. RECREATION TENNIS/BASKETBALL COURT RESURFACING – FINAL PAYMENT

Resurfacing of two tennis courts and one basketball court at the South Hill Complex is done every 4 years. This project was held for an extra two years because of budget constraints. Advanced Athletic Surfaces was awarded the bid and has completed the project. They are now awaiting final payment.

It is recommended the City Council authorize final payment to Advanced Athletic Surfaces in the amount of \$17,980 for Resurfacing of two Tennis Courts and one Basketball court at the South Hill Complex.

Documents:

[Tennis Court Resurfacing Memo - 2018 Final Payment.pdf](#)
[Minot ND quote.docx.pdf](#)

3. FINAL PAYMENT – AERATION BLOWER IMPROVEMENTS (PROJECT NUMBER 4105)

In 2014, Apex Engineering completed a Wastewater Treatment Facility Plan for the City of Minot. In that study, Apex identified a deficiency in blower capacity that was resulting in inadequate wastewater treatment and odor issues at our aeration ponds. A project was designed and bid in 2015 to upsize the aeration blowers and replace the air piping. Fusion Automation was the low bidder for the electrical portion of the bid at \$599,900.00 and they have completed all items remaining for the project.

It is recommended the City Council approve final payment in the amount of \$43,878.04 to Fusion Automation Inc. for the Aeration Blower Improvements.

Documents:

[Memo to council - final payment - electrical.pdf](#)

4. FINAL PAYMENT - NE WATER DISTRIBUTION (PROJECT NUMBER 4156)

The project will construct a water main along 30th Ave NE from 27th St east to 13th and then north to 46th Ave NE. This is the last phase to providing a fully looped water system in NE Minot through an interconnect with the NW Minot distribution system. The project was bid in April of 2017 and Wagner Construction submitted the low bid at \$1,694,160.00. They have completed all remaining contract items.

It is recommended the City Council approve final payment to Wagner Construction in the amount of \$43,071.08 for the NE Water Distribution Project.

Documents:

[4156 - NE Water Distribution - final payment.pdf](#)

[4156 Pay app 4 - final.pdf](#)

[4156 Change Order 4 - Final.pdf](#)

5. FINAL PAYMENT AUTHORIZATION FOR PARK SOUTH MULTI-FAMILY APARTMENT PROJECT

Essential Living LLC is identified in the HUD approved NDR Action Plan as a city partner for the purpose of creating affordable multi-family housing units outside the flood inundation area with the Park South project specifically identified in the Action Plan to be one of the initial projects. It is one of the first NDR funded projects to be completed and represents a performance benchmark milestone for the city in meeting its Action Plan commitments.

It is recommended the City Council approve final payment in the amount of \$213,412.77 to Essential Living, LLC for the Park South LMI multi-family apartment project.

Documents:

[ParkSouthfinalpaymentcouncilmemo.pdf](#)

[Essential Living invoice.pdf](#)

6. REJECT BID - LIBRARY EXTERIOR JOINT SEALANTS REPLACEMENT

The Minot Public Library budgeted \$68,000 in 2018 for the replacement of deteriorating building sealants. Advertisements for bids were published in the Minot Daily News on 7/3/18, 7/10/18 and 7/17/18 with a bid opening on 7/24/18. Only one bid was received, from Innovative Masonry, in the amount of \$119,817.00. The Library Director worked with representatives from Innovative Masonry to determine if there was any flexibility in their bid and also spoke with the Finance Department to find out if additional funds were available. However, based on lack of available funding it is the recommendation of the Library Board that Council reject the bid and allow the Library Director to re-bid this project.

It is recommended the Committee and Council:

- 1. Reject the bid received for replacing the Minot Public Library's joint sealants; and**
- 2. Authorize the Library Director to re-bid for this project**

Documents:

[Reject Bid MEMO_Library Sealants.pdf](#)

[Innovative Masonry 2018 Sealant Bid7.24.18.pdf](#)

7. DOMESTIC VIOLENCE CRISIS CENTER JAG GRANT PASS-THROUGH 2018 (PD0133)

The Domestic Violence Crisis Center employs a Victim Advocate who provides assistance with obtaining Protection Orders for the victims of domestic violence, sexual assault, dating violence, stalking and human trafficking in the counties of Ward, Renville, Pierce and McHenry in north central North Dakota. The JAG grant helps defer the costs of their salary/benefits.

It is recommended the Committee and Council accept award of the JAG Grant for the Domestic Violence Crisis Center as a pass through entity. and authorize the Mayor to sign any necessary documents.

Documents:

[2018 Memo- DVCC JAG Grant Pass Through \(PD0133\).pdf](#)
[JAG 2018 Award.pdf](#)

8. FY 2018 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

The Minot Police Department and Ward County Sheriff's Department will make a joint purchase of a Crisis Response Throw Phone and Video System for use by the Crisis Negotiations Team. This item is used by negotiators to establish contact when traditional or cellular phones are not available to establish contact with a subject during a critical incident such as a barricaded suspect.

- 1. Recommend approval to apply for and accept the Fiscal Year 2018 Byrne Justice Assistance Grant (JAG); and**
- 2. Authorize the Mayor to sign the Memorandum of Understanding**

Documents:

[City Council Memo 2018 JAG.pdf](#)
[2018 JAG MOU \(signed\).pdf](#)

9. NDDES FY 2018 SHSP REGIONAL RESPONSE TEAM GRANT – MINOT FD

The Minot Fire Department Regional Response Team has applied for the NDDES FY 2018 SHSP Regional Response Team Grant for sustainability fund to include training, exercises, and equipment in the areas of hazardous materials and technical rescue. We have been awarded \$130,848.00.

- 1. Recommend authorization to ratify and accept the North Dakota Department of Emergency Services (NDDES) FY 2018 State Homeland Security Program (SHSP); and**
- 2. Authorize the Mayor to sign the agreement**

Documents:

[2018 Memo - FY18 FD SHSG.docx](#)
[FY18 SHSG Application.pdf](#)
[Minot FD FY18 SHSG Award Letter.pdf](#)

10. MINOT AIR FORCE BASE MUTUAL AID AGREEMENT

This document being updated due to the USAFB moving toward a standardized format with their mutual aid agreements. This agreement will enter the Minot Fire Department as written in the document to be requested by the Minot Air Force Base Fire Department to assist in the event of a larger emergency. This defines roles, responsibilities and expectations as responding to the Minot Air Force Base.

It is recommended the City Council authorize the Mayor to sign the Minot Air

Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

Documents:

[8-18 Minot AFB Mutual Aid Agreement.docx](#)
[MAA Minot City 2.pdf](#)

11. USED SCBA EQUIPMENT TRADE-IN FOR IN STORE CREDIT

The Minot Fire Department through the Assistance to Firefighter Grant purchase \$300,000 in self-contained breathing apparatus (SCBA). The older, used equipment will not longer be used and can be traded in for in store credit from the regional distributor to be used for equipment to augment our SCBA project.

- 1. It is recommended the City Council authorize the Fire Chief to trade in used SCBA equipment for a in store credit to be used to purchase additional equipment to augment SCBA project.**
- 2. Also, pass an ordinance amending the 2018 annual budget to increase expenditures and revenues in the fire control operation supplies budget.**

Documents:

[2018 Memo - USED SCBA EQUIPMENT TRADE-IN FOR IN STORE CREDIT.docx](#)
[Estimate 1.pdf](#)
[Estimate 2.pdf](#)
[25. 2018 BA - Used SCBA Equipment Trade-In for in Store Credit.docx](#)

12. FY16 SHSG BOMB EQUIPMENT - BOMB SUIT (PD0112)

On July 26, 2018, the Minot Police Department opened bids for a bomb suit for the Minot Bomb Squad. Three bids were solicited. One bid was received.

It is recommended the City Council award the bomb suit bid to MED-Eng, LLC. in the amount of \$32,599.00.

Documents:

[2018 Memo - FY16 SHSG Bomb Equipment PD0112.docx](#)
[2018 Memo - FY16 SHSG Bomb Equipment PD0112 - BID.PDF](#)

13. PURCHASE OF ADA COMPLIANT MINI VAN AND SALE OF EXISTING VAN (4376/BUS027)

This van will replace a 2014 Dodge Entervan with over 100,000 miles on it that is beyond its life expectancy. This van is used by Souris Basin Transit as a requirement to meet our ADA transit responsibility. There is an approved Section 5339 North Dakota Department of Transportation grant that will reimburse 80% of the purchase cost of this bus and the matching funds were approved in the 2018 city budget.

- 1. We are requesting that Council approve the purchase of an ADA compliant handicap accessible 2018 Braun Entervan off of North Dakota State Bid Contract #382 and allow the Public Works Director to sign the purchase order and any other associated forms for this purchase**
- 2. We are also requesting permission to sell the van that is being replaced on sealed bids once the new van is in service. The income from that sale will offset a portion of the cities cost of this purchase**
- 3. Authorize the Mayor to sign the budget amendment**

Documents:

[2018 Memo - Purchase of ADA Compliant Mini Van BUS027.docx](#)
[2018 BA- Purchase of ADA Compliant Mini Van BUS027.docx](#)

14. AMEND CONTRACT FOR FIRE DEPARTMENT STATION 3 REMODEL

The original scope of work for the airport fire station was to remodel with larger budget. There was a reduction in both scope and budget, which required contract amendment to reflect the correct project budget, fee breakdown and reimbursable. This will allow for the Minot Fire Department to have complete paperwork for finance and for compliance with the FAA grant requirements.

Recommend the Council approve the amended contract with EAPC that reflects the adjusted remodel construction cost for Fire Station 3 and authorize the Mayor to sign the amended contract.

Documents:

[8-18 EAPC Contract Amendment.pdf](#)
[20165890_B101 Amendment 1_04.10.18.pdf](#)

15. MINOT PARK DISTRICT/CHILDREN'S MUSEUM ORDINANCE

In August 2017, the City Council tentatively approved contributing Community Facility sales tax monies to the Minot Park District in relation to the Magic City Discovery Center. City staff recently received an agreement and lease outlining and establishing the Park District's relationship with the Magic City Discovery Center. After receipt of that documentation, this office drafted the proposed ordinance and a proposed joint powers agreement between the City and Park District. City staff and Park District staff are working through the joint powers agreement. If the attached proposed ordinance is approved, on first reading, at the September City Council meeting, this office anticipates submitting the joint powers agreement to the City Council at the September Committee of the Whole meetings, for final approval at the October City Council meeting.

It is recommended the City Council approve the proposed ordinance, on first reading.

Documents:

[magic city discovery center_memo.pdf](#)
[Museum Enterprise Ordinance.pdf](#)

16. MINOT PARK DIST. - CANADA GOOSE MITIGATION REQUEST

The Minot Park District has requested that they be allowed to conduct a limited hunt as part of a mitigation program to control the population of Canada geese specifically at the Souris Valley Golf Course. This would require an amendment to City of Minot Ordinance 23-61 which prohibits the discharge of firearms within the city limits unless it occurs in accordance with one of the exceptions.

It is recommended the City Council pass an ordinance to amend and reenact 23-61 of the City of Minot Code of Ordinances to add an exception for a Canada Goose mitigation program for the Park District.

Documents:

[Canada Goose mitigation memo.pdf](#)
[Request to Police Chief Goose Hunt SVGC 2018.pdf](#)

17. STOP CONTROL AT THE INTERSECTION OF MAIN ST S AND 8TH AVE S.

An investigation was recently completed regarding motorist safety at the yield controlled intersection of Main Street S and 8th Avenue S. The engineering study consisted of applying AASHTO's guidelines for intersection sight triangles.

It is recommended the City Council pass on first reading an ordinance to remove yield control on Main St at 8th Avenue S, and replace with a stop sign to improve intersection sight distance.

Documents:

[Main St S Stop at 8th Ave Memo.docx](#)
[Approach SightTriangle for Yield Controlled Intersection \(Main St S and 8th Ave\).pdf](#)
[Departure SightTriangle for Stop Controlled Intersection \(Main St S and 8th Ave\).pdf](#)
[Proposed Ordinance Change \(715 S. Maint St\).docx](#)

18. US 2 23RD ST TO BURDICK EXPRESSWAY LIGHTING (4383)

Currently, roadway lighting does not exist on US 2 from 23rd St to Burdick Expressway. The NDDOT is designing a project to install roadway lighting on this segment of the corridor. The City maintains the lighting systems on the US 2/52 within City limits.

Recommend approval of the Cost Participation and Maintenance Agreement with the NDDOT for the US 2 23rd St to Burdick Expressway Lighting project; and authorize the Mayor to sign the agreement.

Documents:

[US 2 23rd St to Burdick Expressway Lighting.docx](#)
[CPM Agreement - NHU-4-002\(111\)148.pdf](#)
[Feed Point Map.pdf](#)

19. FAA 2018 AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT OFFER

The FAA has reviewed and approved Minot International Airport's 2018 AIP Grant Application. The \$1,729,391 offer represents the FAA's commitment to fund 90% of three 2018 projects. These include the Airport's share of the Fire Station 3 remodel, the purchase of two pieces of Snow Removal Equipment, and a required Wildlife Attractant and Stormwater Environmental Assessment. Each of these projects has been previously approved by the City, as were the associated Pre-Grant Application and the Grant Application. The remaining 10% of the costs for these projects come from state and local funds with 5% requested from the North Dakota State Aeronautics Commission, and the remaining 5% coming from the City. The City portion has been approved in the 2018 budget.

- 1. Recommend acceptance of the 2018 AIP Grant Offer 3-38-0037-054-2018 from the FAA in the amount of \$1,729,391; and**
- 2. Recommend approval of the attached Budget Amendment; and**
- 3. Authorize the Mayor and the City Attorney to sign necessary documents.**

Documents:

[MEMO FAA 2018 AIP Grant Acceptance \(1\).pdf](#)
[1 Grant Offer Cover Letter - AIP 3-38-0037-054-2018.pdf](#)
[2 Grant Agreement - AIP 3-38-0037-054-2018.pdf](#)
[3 Certification and Disclosure - Potential Conflicts of Interest.pdf](#)

4 Construction Project Final Acceptance.pdf
5 Selection of Consultants.pdf
6 Drug-Free Workplace.pdf
7 Equipment and Construction Contracts.pdf
8 Project Plans and Specifications.pdf
2018 ba - 8-17-18 increase airport capital projects with FAA FY18 grant approval.pdf

20. LEASE ASSIGNMENT – CORPAT / ENTERPRISE

The National/Alamo car rental business at the Airport is in the process of being sold to Enterprise Car Rental. As part of this transaction, the companies have requested that the CORPAT lease now be assigned to Enterprise. The concession agreements with both companies allow for this, and the Airport does not have any reason to withhold approval of the lease assignment. Upon completion of the sales transaction, Enterprise will operate both counters and associated rental brands under separate concession agreements with the Airport. There will be no noticeable change for the public, or financial arrangements with the Airport.

- 1. Recommend approval of the Lease Assignment Document between CORPAT Inc. dba National/Alamo Car Rental and Enterprise RAC Company of Montana/Wyoming. LLC.; and**
- 2. Authorize the Mayor to sign the required document.**

Documents:

MEMO Lease Assignment Corpat Enterprise (1).pdf
Concession Assignment MOT assignment of corpat lease.pdf

21. MUNICIPAL COURT MARRIAGES & POSSIBLE CHANGE TO MUNICIPAL COURT SCHEDULE

Since becoming municipal judge, there have been many requests to perform marriages. This is not a duty of municipal judge, but rather an ability conferred upon becoming a judge. Most requests are to have the marriage ceremony in the municipal courtroom in the weekday afternoon hours.

It is recommended the City Council grant approval for the Municipal Judge to utilize the Municipal Courtroom to conduct marriage ceremonies.

Documents:

City Council Memo (Beall_Weddings_Potential Schedule Change).pdf

22. AUTHORIZE CREATION OF 501(C)(3) NONPROFIT FOR CDBG-DR REVOLVING LOAN FUND

Several months ago, HUD approved a Substantial Amendment to the Allocation #1 Action Plan permitting the city to launch a revolving loan fund with \$800,000 in CDBG-DR funds to assist businesses and commercial property owners affected by the flood with primary focus on the downtown and other flood impacted commercial areas.

It is recommended the City Council authorize the DR Grant Program Manager to proceed with creation of 501(c)(3) nonprofit to establish Allocation #1 Business Revolving Loan Fund and expand sub-recipient agreement with Souris Basin Planning Council to manage the RLF.

Documents:

Create501c3RLFcouncilmemo.pdf
IRS501c3guidance.pdf

23. HIRE APPRAISAL FIRMS FOR ACQUISITION EFFORTS FOR FLOOD DAMAGED STRUCTURES

An RFP was issued for appraisal services to licensed appraisers as identified on the North Dakota state website to provide appraisal services to the city for acquisition of structures either through voluntary or involuntary acquisition which contain conditions causing spot blight which have become commonly known as "Zombie" homes. Three proposals were received.

- 1. It is recommended the City Council approve Hiring Mark Thelen Appraisal and Consulting for appraisals and Kathy's Appraisal, Inc. for review appraisals if required.**
- 2. Amend the Allocation #1 Voluntary Acquisition Program to establish property/structure value for making purchase offers to be post flood value.**

Documents:

[hiringappraisercouncilmemo.pdf](#)

24. CDBG-DR AND CDBG-NDR CONTRACT PERFORMANCE GUIDELINES

While the CDBG-DR and CDBG-NDR Contract Performance Guidelines have been followed in practice starting back in the latter half of 2017, its approval by the City Council will put in place clear written policy that will demonstrate to HUD the enhanced and upgraded procedures being followed.

It is recommended the City Council approve the CDBG-DR and CDBG-NDR Contract Performance Guidelines.

Documents:

[CDBGDR-NDRcontractperformanceguidelinescouncilmemo.pdf](#)
[CDBGDR-NDRcontractperformanceguidelines.pdf](#)

25. HOME SWEET HOME CONTRACT CHANGE ORDER

Upon elevating Home Sweet Home above its foundation, it was discovered by the city building inspection unit that there appeared to be structural issues that could result in the house not being able to sit on a new foundation. EAPC as an approved sub-contractor for CDM Smith with engineering services was requested to inspect the underneath sections of the house both to determine what shoring work, if any, is necessary, and the causes (s) of the conditions foundation. The EAPC report found that there needed to be repairs providing an estimate of \$17,692.75 which serves as compliance for HUD requirements as being necessary and reasonable.

It is recommended the City Council approve the \$17,692.75 change order to the contract with Dig It Up Backhoe Service for work needed to shore up Home Sweet Home to move to the new foundation.

Documents:

[HSHchangeordercouncilmemo.pdf](#)
[HSH Joist Improvements \(1\).pdf](#)

26. CITY COUNCIL REJECT DEMOLITION BIDS OF JULY 18 & AUGUST 17, 2018

Bids for the demolition and site restoration of several properties were opened on July 17, 2018. Bids were significantly over the engineer's estimate so were subsequently rebid on August 17, 2018.

1. It is recommended the City Council ratifies staff decisions to (1) reject all July 17, 2018 bids for demolition work for 614 & 717 4th Avenue NE, 205 & 215 Maple Street, 400 Maple Street, and 430 4th Avenue NE and (2) rebid the projects.
2. It is recommended the City Council reject all August 17, 2018 for 614 & 717 4th Avenue NE, 205 & 215 Maple Street, 400 Maple Street, and 430 4th Avenue NE.

Documents:

[Demolitionbid councilmemo.pdf](#)

27. USE OF CITY OWNED PROPERTY BY CP RAILROAD

The City has acquired a portion of property east of 6th Street SW and south of Central Avenue for future flood protection project – Maple Diversion. CP Rail has requested permission to use this property (see attached map and letter) for a staging area while they replace the diamond interlock between CP Rail and BNSF Rail.

1. Recommend the City enter into an agreement to allow CP Railroad to use a portion of City owned property for temporary staging.
2. Authorize the Mayor to sign the Encroachment agreement on behalf of the City

28. CP RAIL MAIN ST CROSSING UPGRADE (4384)

Currently, the CP Rail crossing at Main St N does not have a constant warning time (CWT) system. CWT systems detect oncoming trains by speed and distance and are a safety improvement over older antiquated systems.

1. It is recommended the City Council approve the Cost Participation and Maintenance Agreement with the NDDOT for the CP Rail Main St Crossing Upgrade project; and authorize the Mayor to sign the agreement.
2. Pass an ordinance to amend the 2018 annual budget to increase the street improvement expenditures.

Documents:

[CP Rail Main St Crossing Upgrade Memo.docx](#)
[CPM Agreement.pdf](#)
[2018 BA - Railroad Crossing Upgrade.docx](#)

29. ENGINEERING AMENDMENT - NE WATER DISTRIBUTION (PROJECT NUMBER 4156)

The project constructed a water transmission main along 30th Ave NE from 27th St east to 13th and then north to 46th Ave NE. This was the last phase to providing a fully looped water system in NE Minot through a connection with the NW Minot distribution system. A change order was issued for Wagner to proceed with additional linear feet of open cut instead of boring to save money. During the course of this work, there was additional construction observation time and effort required to oversee this work by the consultant in an amount of \$8,861.

It is recommended the City Council approve an engineering amendment for Houston Engineering in the amount of \$8,861.00 and authorize the Mayor to sign the agreement on behalf of the City.

Documents:

[4156 - NE Water Distribution - ENGINEERING AMMENDMENT.pdf](#)

30. SUNDRE RAW WATERLINE RE-ROUTE ENGINEERING AMENDMENT P#4195

As the City and SRJB progressed with the design of the first three phases of flood protection. It became apparent that a large portion of the existing fiber glass Sundre raw water line that brings water from the sundre wellfield SE of Minot to the Water plant will need to be relocated for the flood protection. In discussions with the SWC and the design engineers for the NAWS project. They felt there were many benefits to re-routing the sundre line and tying it into the NAWS line. During the construction of the new Sundre raw water line, part of this work consisted of boring under the CP Railroad as the new line leaves the Sundre well field. The result of this additional effort caused additional time and effort of Braun to complete the additional boring and analysis of settlement, CP Rail geotechnical engineer to review the settlement report and Houston Engineering additional time for project management, report review and submittal, survey for boring and settlement monitoring.

- 1. Recommend approval of the engineering amendment with Houston Engineering for additional work due to CP Rail requirements.**
- 2. Authorize the Mayor to sign the agreement**

Documents:

[Memo 4195 engineering ammendment -construction cp rail.pdf](#)
[4195 sundre engineering ammendment.pdf](#)

31. ANNE STREET BRIDGE CONDITION ANALYSIS – P#4385

The Public Works Department has tried to maintain the Anne Street Bridge in a safe manner for pedestrian use. The materials are deteriorating as they are wood and we are unable to make repairs and find suitable wood structure to fasten railings and deck to. If the City wishes to continue to utilize this bridge as a pedestrian bridge for access over the river and the railroad, this study needs to be completed so that an estimate of cost can be prepared to see what the impact would be to provide a safe crossing for pedestrians.

Recommend the City Council authorize staff to prepare an RFQ for analysis of Anne Street bridge condition assessment and repair cost.

Documents:

[request to hire engineer for analysis of condition 4385 Anne street bridge.pdf](#)
[24-155-83 2835366.pdf](#)
[20130910091929399.pdf](#)
[BNSF Bridge Inspection.pdf](#)

32. AIRPORT ACTIVITIES, REPORTS, AND PROJECT UPDATES

The Airport Director provided a written report and is available to answer questions.

Documents:

[Airport Committee Presentation 082918.pdf](#)

33. PAVEMENT MANAGEMENT PLAN PRESENTATION (4294)

In 2017, the Council authorized a full scale pavement management plan of all paved street within city limits. The data will be used to assess funding needs and prioritize maintenance projects.

There is no recommendation at this time. Staff will provide a presentation of data

with further recommendations coming this winter.

Documents:

[Pavement Management Plan Presentation Memo.docx](#)
[Pavement Management Plan Presentation 8.29.18.pdf](#)

34. PLANNING & ZONING STEERING REAUTHORIZATION & GUIDANCE

The Planning and Zoning Steering Committee has been meeting for the better part of a decade. After major changes to the planning and zoning code in previous years, a new series of challenges was encountered upon implementation. More recently, significant and somewhat urgent revisions have been needed to both standardize and place reasonable requirements on rezoning and other procedural requests. Many challenges remain.

Reauthorize and provide guidance to the work of the Zoning and Planning Steering Committee and advertise open positions on the committee.

Documents:

[Planning-Zoning-Steering-Discussion.pdf](#)



TO: Mayor Shaun Simpa
Members of the City Council

FROM: Mitch Flanagan

DATE: September 4, 2018

SUBJECT: BUILDING RELOCATION REQUEST TO 712 VALLEY STREET

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the relocation of the single family residence, from 10146th Ave SW, Minot ND, 58701 also known as Kittelsons S/D Port N ½ SW Sec 23 155-83 E50 W100 Lot 7, to 712 Valley Street, Minot, ND 58701, also known as Heckers First Addition Lot 39, subject to the following conditions:

1. A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. Application and approval of mechanical, electrical, plumbing, building permits for all new proposed construction.
3. Coordinate all relocation activities with public utilities and traffic authorities.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color arrangement of colors after relocation.
8. The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

II. DEPARTMENT CONTACT PERSONS

Mitch Flanagan, Building Official	857-4102
Mike Murphy, Residential Inspector	857-4102
Sheila Maragos, Property Appraiser	857-4160

III. DESCRIPTION

A. Background:

The residence to be moved is an 832 sf single family house. The structure is wood frame construction. The house was damaged during the 2011 flood and has since been repaired. The structure has updated asphalt shingles, vinyl siding and windows.

IV. IMPACT:

A. Strategic Impact:

N/A.

B. Service/Delivery Impact:

N/A.

C. Fiscal Impact:

N/A.

V. ALTERNATIVES

No alternatives are applicable

VI. TIME CONSTRAINTS

All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule:

1. Foundation complete within two months.
2. Structure relocated within four months
3. Work required for code compliance completed within six months
4. All proposed construction and final clean up completed within ten months.
5. City of Minot Zoning Ordinance, Section 23-1 states:

“All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.”

VII. LIST OF ATTACHMENTS

- A. Application for Moving a Residential Building, pictures, and site plan.
- B. Letter to homeowners within 150 feet.
- C. Letter to applicant.
- D. Map showing properties affected
- E. Inspectors reports
- F. Assessors report

City of Minot

INSPECTIONS DEPARTMENT

Permit No:

Receipt No:

APPLICATION FOR MOVING A RESIDENTIAL BUILDING



I, GAYLIN SCHMIDT, owner and/or agent hereby make application to the City Building Official to move a(n) wood FRAME HOUSE structure(s) from:

kittleson s/p n 1/2 sw

LOT E50 w/100

BLOCK L 75-23-155-83

ADDITION

ADDRESS 10d4 6TH AVE S.W. 1014 6 AVE S.W.
MINOT N.D.

To the location within the City of Minot, North Dakota, legally described as:

LOT 39 BLOCK _____

ADDITION HECKER FIRST ADDITION

ADDRESS 712 VALLEY ST. ZONING R 1
1241450000390

I understand that this relocation request shall be posted by the City of Minot for a Notice of Public Hearing and that such Notice shall be published in the Official Newspaper designating the date of said hearing. Separate notices shall be sent by certified mail to affected property owners.

Moving Fee:

Residential Use: City Council approval fee: \$450.00

It is further understood that a completion bond in the amount of \$10,000.00 shall be provided to the City upon the approval of this application.

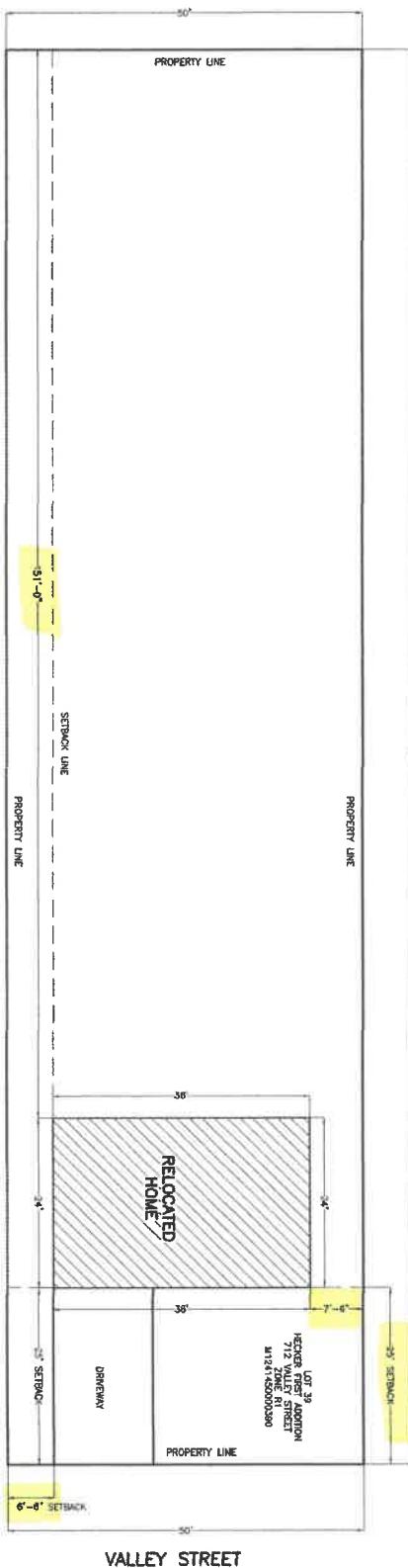
Gaylin Schmidt
Signature of owner/agent Date

223 10st nw minot
Mailing Address 58703

701-833-3647
Phone



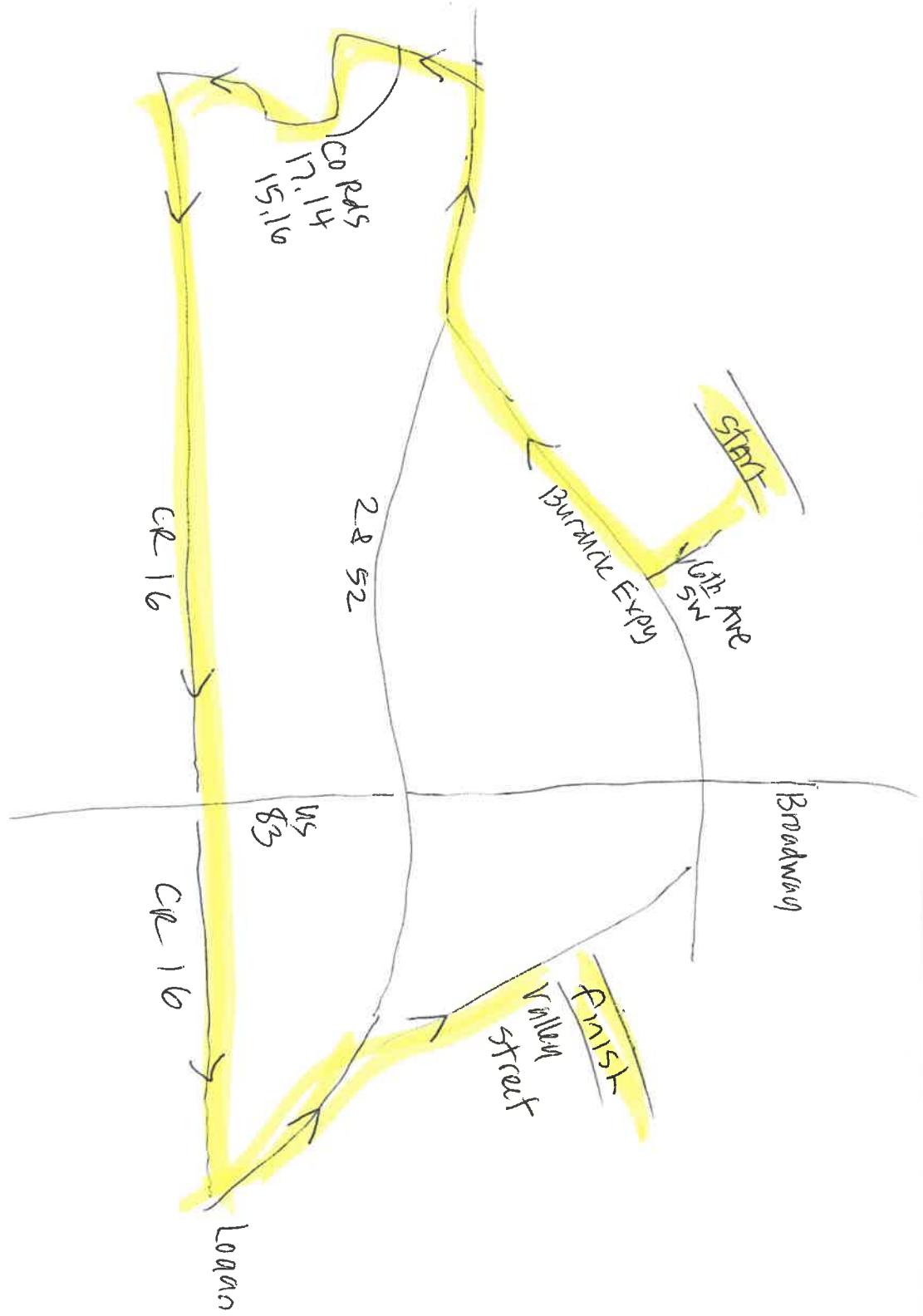
SOO STREET



SHEET
1
OF 1

GAYLIN SCHMIDT
HOME RELOCATION SITE PLAN

DRAWN BY KEEN ROLL
481 - 21 st. STREET NW
MNDOT, NORTH DAKOTA 58708
PHONE (701) 539-2030 CELL 633-6673
PROJECT # 18-28
DATE: 8/1/2016



Gaylin Schmidt: You or your representative should appear on behalf of your request at the Committee of the Whole meeting on Wednesday, August 29, 2018, at 4:15 p.m. in the City Council Chambers. The Committee of the Whole will be considering your request at that time.

NOTICE OF INTENT TO MOVE A BUILDING

Gaylin Schmidt, owner of a single-family dwelling, is requesting to relocate this structure from 1014 6th Ave SW to 712 Valley Street (Heckers First Addition Lot 39).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on September 4, 2018, at 6:30 p.m. in City Council Chambers at City Hall (515 2nd Avenue SW).

Anyone objecting to the granting of the permit to move this structure should make their protest known and appear in opposition to the granting of this permit. Further information can be obtained from Mitch Flanagan, Building Official, at 857-4102.

Publish Legal Ad: August 20, 2018
August 26, 2018
September 2, 2018

Bill to: Inspection Department
City of Minot
515 2nd Avenue SW
Minot, ND 58701

City of Minot

Inspection Department

August 15, 2018

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Gaylin Schmidt to relocate a single-family dwelling from 1014 6th Ave SW to **712 Valley St (HECKERS FIRST ADDN LOT 39)**. This property is zoned R1, Single-Family Residential District.

The Committee of the Whole will be reviewing the request on Wednesday, August 29, 2018, at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on September 4, 2018, at 6:30 p.m., also in the City Council Chambers. If you wish to appear or give comments concerning the request, you may attend these meetings, or you may present comments to this office at 1025 31st Street SE during normal working hours.

Sincerely,

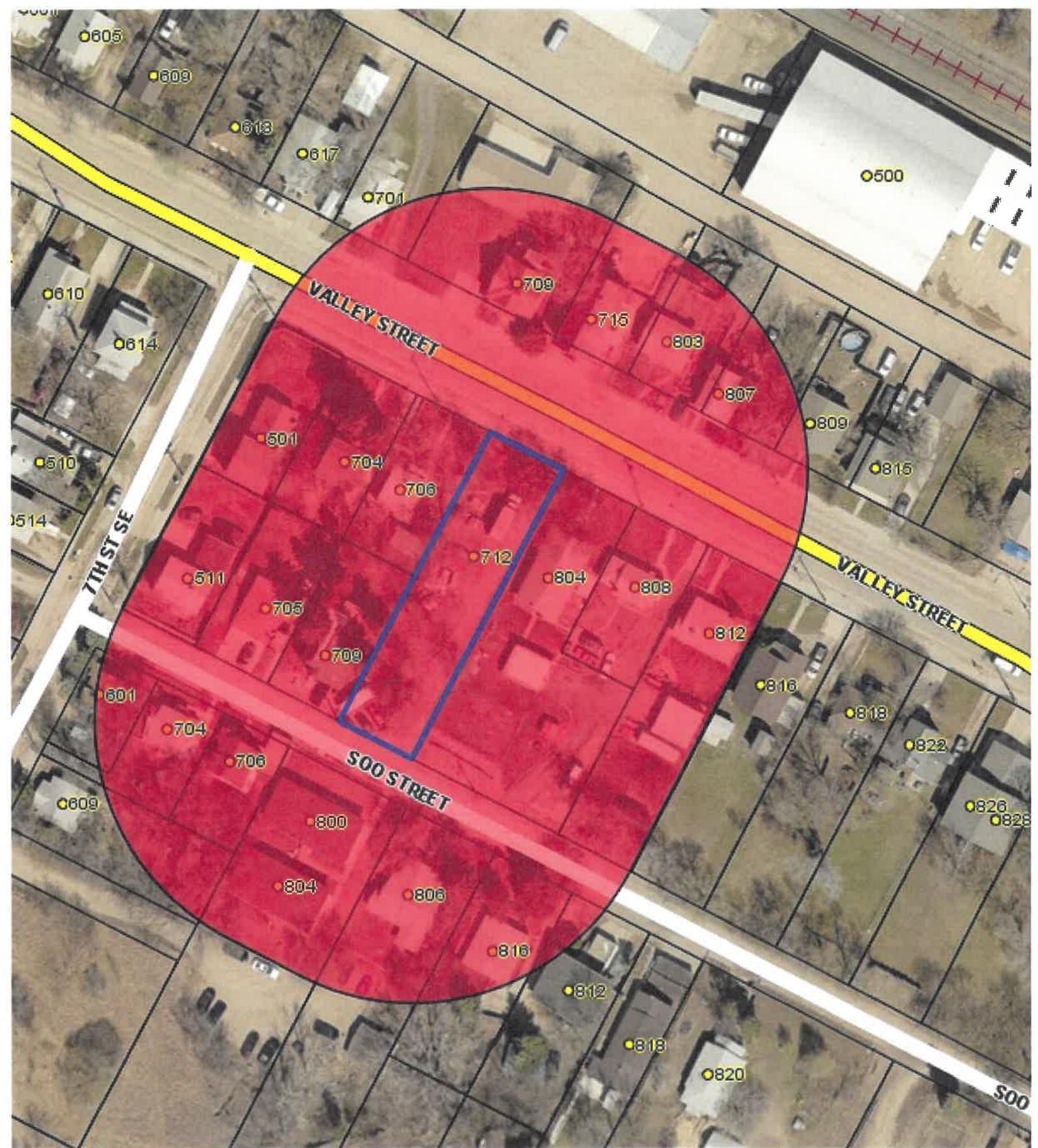


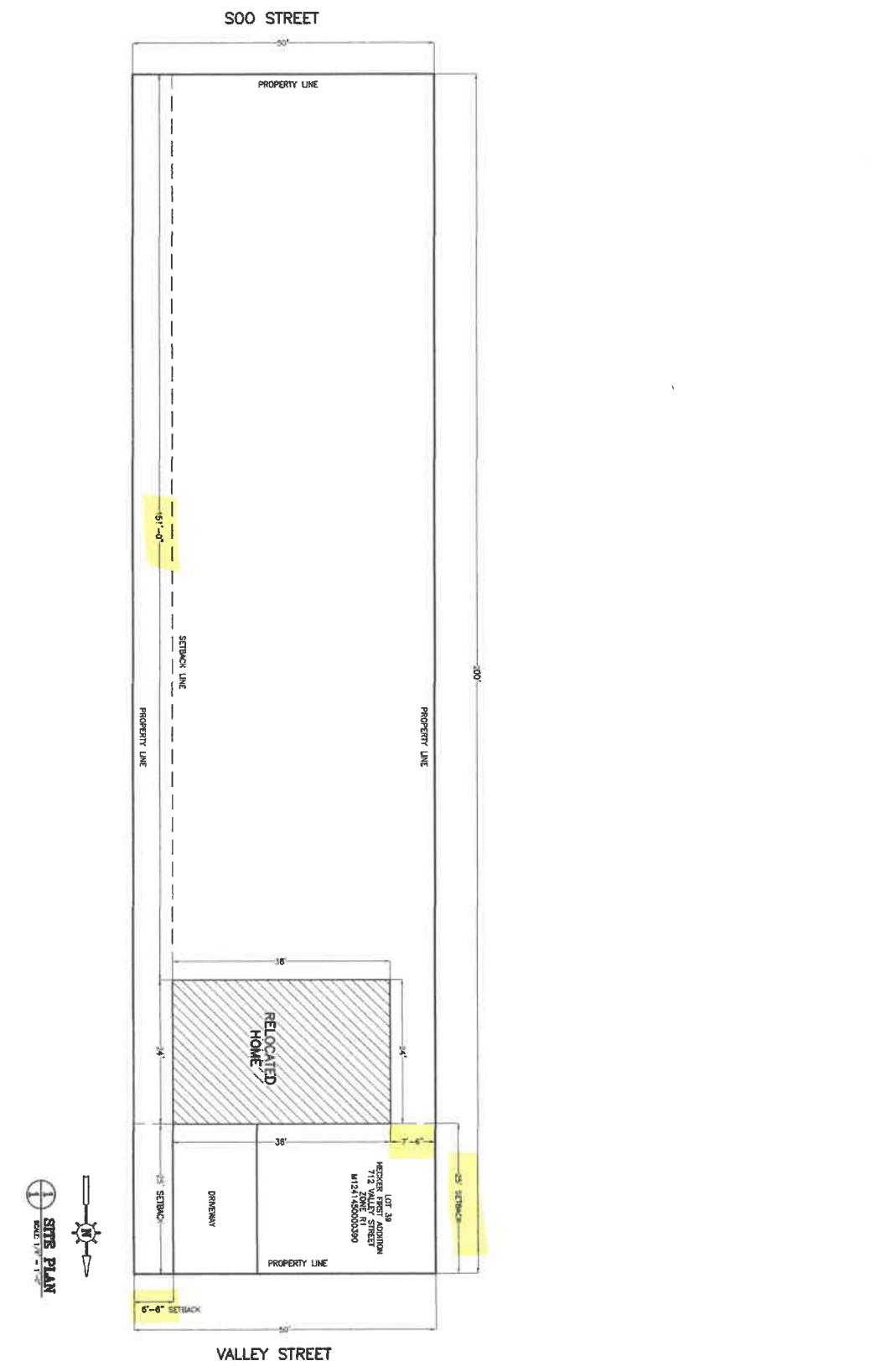
M. T. Flanagan
Building Official

Enclosures

Certified Mail

* The Magic City *









BUILDING RELOCATION INSPECTION CHECKLIST

1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION:

PROJECT NAME:

EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure?
2. What is the current condition of shingles and roof vents?
3. Current condition of windows, fascia, and trim?
4. Current condition of siding, need repair, replacement, or paint?

INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)?
2. Are smoke detectors installed and in correct location?
3. What is the size and condition of floor supports?
4. Does the building have fuses or circuit breakers and what size is the electrical panel?
5. What is the type and current condition of wiring?
6. What is the type and current condition of HVAC?

COMMENTS:

INSPECTOR'S SIGNATURE: _____

DATE: _____

City of Minot

Assessor's Office

DATE: August 9, 2018

TO: Tom Barry, City Manager

FROM: Sheila Maragos, Senior Property Appraiser

SUBJECT: Application from Gaylin Schmidt to move a 1960 year built, 832 sf 1 Sty house located at 1014 6th Ave SW Minot, ND 58701 also known as KITTELSONS S/D EAST 50' OF WEST 100' OF LOT 7 to 712 Valley St. Minot, ND 58701 also known as HECKERS FIRST ADDITION LOT 39.

DESCRIPTION

The residence to be moved is an 832 sf single family house. The structure is wood frame construction. The house was damaged during the 2011 flood and has since been repaired. The structure has updated asphalt shingles, vinyl siding and windows. Photos are provided by the property appraiser.

RECOMMENDATION

The area that is under consideration for the moving application is 712 Valley St. also known as HECKERS FIRST ADDITION LOT 39. The proposed site is a vacant lot located in an established neighborhood comprised of single family homes, duplex and multi-family units.

On a building relocation move, city ordinance requires the assessor to determine if the home would currently meet 60% of its replacement cost and whether it is compatible with the neighborhood.

The subject property was most recently assessed in 2016 with an assessment of \$129,000 and has been exempt since according to the City of Minot Assessor's office. Properties located near the proposed moving location have 2018 valuations ranging from \$50,000 to \$174,000. After relocating the house onto the vacant lot, the property would fit in with homes in the vicinity, both in terms of value as well as appearance.

This structure was constructed in 1960 and remodeled after the 2011 flood. The structure has been updated therefore is estimated to meet 60% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances and appears to be compatible with the existing properties in the immediate neighborhood in my opinion.

It is our opinion that this structure will be compatible with the existing properties in the neighborhood, therefore the City of Minot Assessor's Office recommends the move be approved to the proposed site. The Assessor's office recommendation assumes that following the relocation the structure will meet all current building codes and set back requirements as determined by the building officials.

Subject: Front view currently located at 1014 6th ST SW



Subject: Rear view



Subject: Side view



Proposed moving location: 712 Valley Street



Property to the east of proposed moving location:



2nd Property to the east of proposed moving location:



Property to the west of proposed moving location:



2nd Property to the west of proposed moving location:



Property across the street from proposed moving location:



2nd Property across the street from proposed moving location:



3rd Property across the street from proposed moving location:



4th Property across the street from proposed moving location:





TO: Mayor Shaun Sipma
Members of the City Council

FROM: Scott Collins – Recreation/Auditorium Director

DATE: August 22, 2018

SUBJECT: RECREATION TENNIS/BASKETBALL COURT RESURFACING – FINAL PAYMENT

I. RECOMMENDED ACTION

1. Request Final Payment to Advanced Athletic Surfaces in the amount of \$17,980 for Resurfacing of two Tennis Courts and one Basketball court at the South Hill Complex.

II. DEPARTMENT CONTACT PERSONS

Scott Collins, Recreation/Auditorium Director 857-4730

III. DESCRIPTION

A. Background

Resurfacing of two tennis courts and one basketball court at the South Hill Complex is done every 4 years. This project was held for an extra two years because of budget constraints. Advanced Athletic Surfaces was awarded the bid and has completed the project. They are now awaiting final payment.

IV. IMPACT:

A. Strategic Impact:

Resurfacing the courts increases playability and keep the underlying asphalt protected from outside elements. This also helps the Complex aesthetics and matches all other courts in the City and Parks with U.S. Open coloring.

B. Service/Delivery Impact:

The Court Resurfacing was completed on August 22, 2018.

C. Fiscal Impact:

This project is funded through the Recreation Maintenance Budget 215-6800-451.04-33.

Project Costs

Total Project Cost	\$17,980.00
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Project Funding

Recreation Maintenance Building & Grounds	\$17,980.00
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Budget Amount

Total Money Budgeted for Project	\$17,980.00
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V. LIST OF ATTACHMENTS

- A. Tennis Court Resurfacing Bid Tab
- B. Original Bid/Quote from Advanced Athletic Surfaces

Advanced Athletic Surfaces, LLC

850 Paden St., #8114
Woodstock, GA 30188

May 26th, 2018

PROPOSAL

City of Minor, ND

Advanced Athletic Surfaces(AAS) is pleased to offer a proposal for all labor, equipment and materials related to the repair and resurfacing of two tennis courts and one basketball court. The scope of work based in the specifications will be as follows:

1. Thoroughly clean and prepare courts thru techniques such as pressure washing, sanding, power blowing, hand scraping and application of appropriate cleaning solutions as necessary for proper adherence of coatings.
2. Remove all grass from cracks and spray with weed killer.
3. Fill all cracks and blemishes in surfaces.
4. Apply one coat of resurfacer to provide proper base.
5. Apply two base coats of to entire area
6. Apply one finish coat of color to entire area.
7. Stripe courts with white line paint.

TOTAL LUMP SUM PRICE: \$17,980.00

AAS guarantees materials and workmanship for a period of two years, excluding structural cracks in the pad that will return. The colors in this quote are for US Open blue and green.

Respectfully submitted,

Tom Beck
Advanced Athletic Surfaces
706-834-9781; tfbeck@comcast.net
www.aascourts.com



TO: Mayor Shaun Sipma
Members of the City Council

FROM: *Jason Sorenson*

DATE: *August 20, 2018*

SUBJECT: **FINAL PAYMENT – AERATION BLOWER IMPROVEMENTS**
(PROJECT NUMBER 4105)

I. RECOMMENDED ACTION

1. Approve the final payment amount of \$43,878.04 to be paid to Fusion Automation Inc.

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4140
Jason Sorenson, Assistant Director of Public Works	857-4140

III. DESCRIPTION

A. Background

In 2014, Apex Engineering completed a Wastewater Treatment Facility Plan for the City of Minot. In that study, Apex identified a deficiency in blower capacity that was resulting in inadequate wastewater treatment and odor issues at our aeration ponds. A project was designed and bid in 2015 to upsize the aeration blowers and replace the air piping. Fusion Automation was the low bidder for the electrical portion of the bid at \$599,900.00 and they have completed all items remaining for the project.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

General Contractors Low Bid	\$599,900.00
Net Change by Change Order	\$55,712.42
Final Contract Amount	\$655,612.26

Project Funding

Funding for this project came from utility bonds.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Final Payment Application

PAYMENT APPLICATION

TO:	City of Minot	PROJECT NAME AND LOCATION:	Minot Aeration Ponds Electrical Upgrades	APPLICATION #:	6
			Industrial Template	PERIOD THRU:	03/31/2018
FROM:	Fusion Automation Inc 622 S. 15th Street Grand Forks ND 58201	ARCHITECT:	City of Minot	Owner Project #:	— OWNER
				DATE OF CONTRACT:	11/30/2015
				— ARCHITECT	— CONTRACTOR
				— CONTRACTOR	

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached

1. CONTRACT AMOUNT

2. SUM OF ALL CHANGE ORDERS

3. CURRENT CONTRACT AMOUNT (Line 1 + 2)

4. TOTAL COMPLETED AND STORED

(Column G on Continuation Page)

5. RETAINAGE:

A. 10% Of Completed Work
(Columns D+ E on Continuation Page)

0.00

B. 5% of Material Stored
(Column F on Continuation Page)

0.00

Total Retainage (Line 5a + 5b or Column I
on Continuation Page)

6. TOTAL COMPLETED AND STORED LESS RETAINAGE:

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:

8. CURRENT PAYMENT DUE:

9. BALANCE TO FINISH:

Line 3 - Line 6

SUMMARY OF CHANGE ORDERS

ADDITIONS

DEDUCTIONS

Total changes approved in previous months

54005.42

0.00

Total approved this month

1706.84

0.00

TOTALS

55005.42

5512.42

NET CHANGES

5512.42

CONTRACTOR'S SIGNATURE

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

599,900.00
CONTRACTOR: Fusion Automation, Inc.
By: 
55,712.26

By: 
655,612.26
655,612.26

State of:
County of:
Subscribed and sworn to before me this
Notary Public:
My Commission Expires:

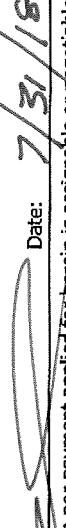
0.00
0.00
0.00

ARCHITECT'S CERTIFICATION

655,612.26
Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:

.....
(If the certified amount is different from the payment due, you should attach an explanation.)

Initial all the figures that changed to match the certified amount.)
ARCHITECT: 
By: 
City of Minot
Date: 7/31/15

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION DETAILS

Customer: City of Minot
 Project: Minot Aeration Ponds Electrical Upgrades

Application Number: 6
 For Period Ending: 03/31/2018

Item Number - Description	A	B	C	D	E	F	Materials Presently Stored	G	H	I	Retainage Value
16000 Demo, Submittals, Meetings			2,500.00	2500.00	0.00	0.00	2500.00	100.00	0.00	0.00	0.00
16210 Conduit, Wire, Straps			84,790.00	84790.00	0.00	0.00	84790.00	100.00	0.00	0.00	0.00
16260 Grounding			3,690.00	3690.00	0.00	0.00	3690.00	100.00	0.00	0.00	0.00
16310 Services, conduit wire, trenching			35,985.00	35985.00	0.00	0.00	35985.00	100.00	0.00	0.00	0.00
16365 Generator, concrete, underground conduit			245,000.00	245000.00	0.00	0.00	245000.00	100.00	0.00	0.00	0.00
16400 Switchboards, Panelboard, XFMRS			55,600.00	55600.00	0.00	0.00	55600.00	100.00	0.00	0.00	0.00
16500 MCC, VFD's, Soft Starter			137,480.00	137480.00	0.00	0.00	137480.00	100.00	0.00	0.00	0.00
16610 Lighting, Receptacles			6,950.00	6950.00	0.00	0.00	6950.00	100.00	0.00	0.00	0.00
16920 Control Panels			8,950.00	8950.00	0.00	0.00	8950.00	100.00	0.00	0.00	0.00
16931 PLC, HMI Programming			4,580.00	4580.00	0.00	0.00	4580.00	100.00	0.00	0.00	0.00
16950 Instrumentation, controls			5,625.00	5625.00	0.00	0.00	5625.00	100.00	0.00	0.00	0.00
17000 Radio, Networking and controls			8,750.00	8750.00	0.00	0.00	8750.00	100.00	0.00	0.00	0.00
CO001 Replacement of Soft Starters and Surge			24,498.76	24498.76	0.00	0.00	24498.76	100.00	0.00	0.00	0.00
CO002 Additional UPS added to 8 cp's, plc inter			19,532.00	19532.00	0.00	0.00	19532.00	100.00	0.00	0.00	0.00
CO003 HVAC Upgrades			9,974.66	0.00	9,974.66	0.00	9974.66	100.00	0.00	0.00	0.00
CO004 Cummins Startup Assistance			1,706.84	0.00	1,706.84	0.00	1706.84	100.00	0.00	0.00	0.00
TOTAL:			655,612.26	643,930.76	11,681.50	0.00	655612.26	100.00	0.00	0.00	0.00



TO: Mayor Shaun Sipma
Members of the City Council

FROM: *Jason Sorenson, Assistant Public Works Director*

DATE: *August 22, 2018*

SUBJECT: **FINAL PAYMENT - NE WATER DISTRIBUTION (PROJECT NUMBER 4156)**

I. RECOMMENDED ACTION

1. Recommend approval of final payment to Wagner Construction in the amount of \$43,071.08.

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Public Works Director	857-4140
Jason Sorenson, Assistant Public Works Director	857-4140

III. DESCRIPTION

A. Background

The project will construct a water main along 30th Ave NE from 27th St east to 13th and then north to 46th Ave NE. This is the last phase to providing a fully looped water system in NE Minot through an interconnect with the NW Minot distribution system. The project was bid in April of 2017 and Wagner Construction submitted the low bid at \$1,694,160.00. They have completed all remaining contract items.

IV. IMPACT:

B. Fiscal Impact:

The project was funded 60% from a ND State Water Commission grant and 40% from State Oil and Gas Tax revenues.

Project Costs

Total Bid	\$1,694,160.00
Net change by change order	<u>\$ (44,987.79)</u>
Total Construction Cost	\$1,649,172.30

V. LIST OF ATTACHMENTS

*Final Payment Application
Final Balancing Change Order*

EJCDCE

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

Application Period:	12/14/17-08/14/18	Application Date:	8/14/2018
To (Owner):	City of Minot, ND	From (Contractor):	Via (Engineer): Wagner Construction, Inc - dba Wagner Place Dave O'Shea Houston Engineering
Project:	North Hill Zone Improvements NE Trunk Exp.	Contract:	
Owner's Contract No.:	4136	Contractor's Project No.:	17107
Engineer's Project No.: 6027-045			

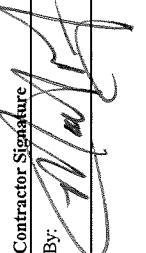
Application For Payment Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE.....\$ 1,694,160.00	
Number	Additions	Deductions	
1		\$32,286.57	2. Net change by Change Orders.....\$ -\$44,987.70
2	\$14,750.00		3. Current Contract Price (Line 1 ± 2).....\$ 1,649,172.30
3		\$14,750.00	4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....\$ 1,649,172.30
4		\$12,701.13	5. RETAINAGE: a. X \$1,649,172.30 Work Completed.....\$ b. X Stored Material.....\$ c. Total Retainage (Line 5.a + Line 5.b).....\$ 1,649,172.30
TOTALS	\$14,750.00	\$59,737.70	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....\$ 1,649,172.30
NET CHANGE BY CHANGE ORDERS		-\$44,987.70	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....\$ 1,606,101.22
			8. AMOUNT DUE THIS APPLICATION.....\$ \$43,071.08
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....\$ _____

Contractor's Certification

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

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

Payment of:	\$ 43,071.08	(Line 8 or other - attach explanation of the other amount)
is recommended by:		08/15/18 (Date) APPROVED By 
Payment of:	\$ 43,071.08	(Line 8 or other - attach explanation of the other amount)
is approved by:		AJC# <u>1010001165103190</u> DESCR. <u>P# 4156</u> (Date)
Approved by:		Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

Application Number: 4									
Application Date: 8/14/2018									
Project Description: North Hill Zone Improvements NE Trunk Exp. 12/14/17-08/14/18									
A					B				
Bid Item No.	Description		Contract Information		Item	Quantity	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed to Date
									Value of Work Installed this Period
1	Mobilization, Bonds, Insurance		1	LS	\$165,000.00	\$165,000.00			1
2	PRV Vault w/Concrete Base Slab, Piping Connections, Sump Pump, Boulders, and Site Grading		1	EA	\$112,500.00	\$112,500.00			1
3	Electrical Work at the PRV Vault, including Junction Boxes, Venetrand Power Service with Disconnect and Revere Meter, Ground Loop, and Wall Antennas		1	LS	\$7,500.00	\$7,500.00			1
4	16 inch C900 DR21 PVC Water Main, 8.5 ft. min. bury		506	LF	\$100,000	\$50,000.00			506
5	16 inch C900 DR21 PVC or 18 inch DR11 DIPS HDPE Water Main, installed via Horizontal Directional Drilling		4,024	LF	\$104,00	\$118,496.00			4,024
6	12 inch C900 DR18 PVC Water Main, 8.5 ft. min. bury		770	LF	\$25,00	\$73,150.00			770
7	12 inch C900 DR18 PVC or 14 inch DR90 HDPE Water Main, installed via Horizontal Directional Drilling		5,141	LF	\$71,00	\$365,011.00			5,141
8	Connection to Existing 12" PVC Water Main at Cor. Rd 19 and 30th Ave NE		1	EA	\$7,500.00	\$7,500.00			1
9	Connection to Existing 12" PVC Water Main		3	EA	\$8,000.00	\$24,000.00			3
10	Connection to Existing 8" PVC Water Main Hydrant Lead at the Livingston Coulee Lift Station		1	EA	\$7,500.00	\$7,500.00			1
11	Five Hydrants w/6 inch Gate Valve w/Box and Tee Connection to Water Main		2	EA	\$12,000.00	\$24,000.00			2
12	6 inch C900 DR18 PVC C-Tite Hydrant Lead		56	LF	\$70,00	\$3,320.00			56
13	8 inch C900 DR18 PVC C-Tite Hydrant Lead		16	LF	\$80,00	\$1,304.00			16,3
14	12 inch Hydrant Barrel Extension		1	EA	\$2,000.00	\$2,000.00			1
15	16 inch Gate Valve w/box		1	EA	\$11,500.00	\$11,500.00			1
16	12 inch Gate Valve w/box		6	EA	\$6,500.00	\$39,000.00			6
17	Sacrificial Chlorine Injection Point		1	EA	\$15,000.00	\$15,000.00			1
18	Rigid Polystyrene Pipe Insulation, 3" Thickness		1224	SP	\$7,00	\$8,568.00			1224
19	Ches 33 Gravel Surface, 6 inch compacted thickness		2853	SY	\$8,00	\$22,832.00	991	\$7,928.00	2853
20	15 inch RCP Culvert w/Concrete Filled End Sections		44	LF	\$65,00	\$2,686.00			44
21	Asphalt Pavement Removal and Resurfacing		123,5	SY	\$45,00	\$5,357.50	55	\$2,475.00	123,5
22	Ches II Seeding and Ches IV Cover Crop w/Stem Mulching		1,83	AC	\$2,000.00	\$3,600.00			1,83
23	Sediment Log, Straw Wattle, Slope Check		80	LF	\$33,00	\$340.00			80
24	Erosion Control Blanket		279	SY	\$3,00	\$837.00	279	\$837.00	279
25	Traffic Control		1	LS	\$2,500.00	\$2,500.00			1
26	Change Order #1 - 16 inch C900 DR21 PVC Water Main (Along 30th Ave NE) Open Cut Excavation		3,040	LF	\$93,27	\$293,540.80			3,040
27	Change Order #2 - PRV Relocation Addition		1	LS	\$17,545.00	\$17,545.00			1
28	Change Order #3 - PRV Relocation Deduction		1	LF	\$17,545.00	(\$17,545.00)			1
29	Change Order #4 - Deduce for Additional Back-T Testing Due to Failed Tests		1	LS	\$396.00	\$396.00			1
30	Change Order #4 - Owner - Assessed Liquidated Damages		9	Days	\$1,000.00	-\$9,000.00	9	-\$9,000.00	9
	TOTALS								
	\$1,649,172.30								
	\$1,649,172.30								

Change Order No. _____ Four (4)

Date of Issuance: August 9, 2018	Effective Date: August 9, 2018
Owner: City of Minot	Owner's Contract No.: 4156
Contractor: Wagner Construction, Inc.	Contractor's Project No.: 17107
Engineer: Houston Engineering, Inc.	Engineer's Project No.: 6027-045
Project: Minot North Hill Zone Improvements, NE Trunk Expansion	Contract Name: Minot North Hill Zone Improvements, NE Trunk Expansion

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

Description: Revise Bid Schedule A as follows:

1. Revise Bid Schedule A to reflect final installed quantities.
2. Add new item to Schedule A: "Item 28 – Deduct for Additional Bac-T Testing Due to Failed Tests", at a lump sum cost of (\$308.00)
3. Due to the Owner's Assessment of Liquidated Damages, add new item to Schedule A: "Item 29 – Owner-Assessed Liquidated Damages", with a quantity of 9 days and a unit cost of (\$1,000) per day, for a total cost of (\$9,000.00).

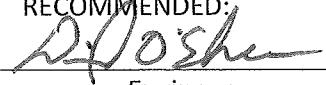
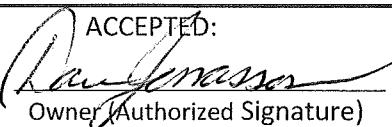
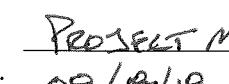
Revised Bid Schedule A to reflect final installed quantities, as follows:

Item No.	Description	Unit	Qty	Qty Change	Unit Cost	Cost Change	Total Cost
1	Mobilization, Bonds, Insurance	LS	1	0	\$165,000.00	\$0.00	\$165,000.00
2	PRV Vault w/Concrete Base Slab, Piping Connections, Sump Splash Pad, Concrete Bollards, and Site Grading	EA	1	0	\$112,500.00	\$0.00	\$112,500.00
3	Electrical Work at the PRV Vault, including Junction Boxes, Verendrye Power Service with Disconnect and Revenue Meter, Ground Loop, and Wi-Fi Antenna	LS	1	0	\$7,500.00	\$0.00	\$7,500.00
4	16 inch C900 DR21 PVC Water Main, 8.5 ft. min. bury	LF	506	(9)	\$100.00	(\$900.00)	\$50,600.00
5	16 inch C900 DR21 FPVC or 18 inch DR11 DIPS HDPE Water Main, installed via Horizontal Directional Drilling	LF	4,024	(22)	\$104.00	(\$2,288.00)	\$418,496.00
6	12 inch C900 DR18 PVC Water Main, 8.5 ft. min. bury	LF	770	315	\$95.00	\$29,925.00	\$73,150.00
7	12 inch C900 DR18 FPVC or 14 inch DR9 DIPS HDPE Water Main, installed via Horizontal Directional Drilling	LF	5,141	(314)	\$71.00	(\$22,294.00)	\$365,011.00
8	Connection to existing 16" PVC Water Main at Co Rd 19 and 30th Ave NE	EA	1	0	\$7,500.00	\$0.00	\$7,500.00
9	Connection to Existing 12" PVC Water Main	EA	3	0	\$8,000.00	\$0.00	\$24,000.00
10	Connection to Existing 8" PVC Water Main Hydrant Lead at the Livingston Coulee Lift Station	EA	1	0	\$7,500.00	\$0.00	\$7,500.00
11	Fire Hydrant w/6-inch Gate Valve w/Box and Tee Connection to Water Main	EA	2	0	\$12,000.00	\$0.00	\$24,000.00
12	6 inch C900 DR18 PVC Fire Hydrant Lead	LF	56	1	\$70.00	\$70.00	\$3,920.00
13	8 inch C900 DR18 PVC Hydrant Lead	LF	16.3	6.3	\$80.00	\$504.00	\$1,304.00
14	12 inch Hydrant Barrel Extension	EA	1	0	\$2,000.00	\$0.00	\$2,000.00
15	16 inch Gate Valve w/Box	EA	1	0	\$11,500.00	\$0.00	\$11,500.00
16	12 inch Gate Valve w/Box	EA	6	0	\$6,500.00	\$0.00	\$39,000.00
17	Sacrificial Chlorine Injection Point	EA	1	0	\$15,000.00	\$0.00	\$15,000.00
18	Rigid Polystyrene Pipe Insulation, 3" Thickness	SF	1,224	524	\$7.00	\$3,668.00	\$8,568.00
19	Class 13 Gravel Surfacing, 6 inch compacted thickness	SY	2,853	(1,947)	\$8.00	(\$15,576.00)	\$22,824.00

20	15 inch RCP Culvert w/Concrete Flared End Sections	LF	44	1	\$65.00	\$65.00	\$2,860.00
21	Asphalt Pavement Removal and Resurfacing	SY	123.5	(1.5)	\$45.00	(\$67.50)	\$5,557.50
22	Class II Seeding and Class IV Cover Crop w/Straw Mulching	AC	1.83	0.83	\$2,000.00	\$1,660.00	\$3,660.00
23	Sediment Log (Straw Wattle) Slope Check	LF	80	(280)	\$3.00	(\$840.00)	\$240.00
24	Erosion Control Blanket	SY	279	(41)	\$3.00	(\$123.00)	\$837.00
25	Traffic Control	LS	1	0	\$2,500.00	\$0.00	\$2,500.00
26	16 inch C900 DR21 PVC Water Main Along 30th Ave NE by Excavation and Backfill Methods (Parallel to the Sanitary Sewer project, installed in lieu of Horizontal Directional Drilling Methods). Unit price includes roadway reshaping to preconstruction conditions, replacement of Class 13 gravel surfacing (6" compacted thickness), topsoil stripping and replacement, seeding, mulching, and erosion control	LF	3,040	31	\$93.27	\$2,891.37	\$283,540.80
27	Water main connections, water main offsets, 13 th St NE and 36 th Ave NE intersection restoration, directional drilling electrical line under 13 th St NE and other work associated with Work Change Directive No. 1.	LS	0	0	\$17,545.00	\$0.00	\$0.00
28	Deduct for Additional Bac-T Testing Due to Failed Tests	LS	1	1	(\$396.00)	(\$396.00)	(\$396.00)
29	Owner-Assessed Liquidated Damages	Days	9	9	(\$1,000.00)	(\$9,000.00)	(\$9,000.00)
	Total, Items 1-29					(\$12,701.13)	\$1,649,172.30

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,694,160.00	Original Contract Times: Substantial Completion: <u>October 20, 2017</u> Ready for Final Payment: <u>November 20, 2017</u> days or dates
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 32,286.57	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ 1,661,873.43	Contract Times prior to this Change Order: Substantial Completion: <u>October 20, 2017</u> Ready for Final Payment: <u>November 20, 2017</u> days or dates
Increase Decrease of this Change Order: \$ 12,701.13	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u> days or dates
Contract Price incorporating this Change Order: \$ 1,649,172.30	Contract Times with all approved Change Orders: Substantial Completion: <u>October 20, 2017</u> Ready for Final Payment: <u>November 20, 2017</u> days or dates

RECOMMENDED: By:  Engineer	ACCEPTED: By:  Owner (Authorized Signature)	ACCEPTED: By:  Contractor (Authorized Signature)
Title: Sr. Project Manager	Title: Public Works Director	Title:  PROJECT MANAGER
Date: 08/19/2018	Date: 08/22/18	Date: 08/22/18 15



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 20, 2018

SUBJECT: Authorize Final Payment \$213,412.77 for Essential Living LLC for Park South Project

I. RECOMMENDED ACTION

Approve final payment authorization of \$213,412.77 for Essential Living LLC for Park South Project Completion.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Essential Living LLC is identified in the HUD approved NDR Action Plan as a city partner for the purpose of creating affordable multi-family housing units outside the flood inundation area with the Park South project specifically identified in the Action Plan to be one of the initial projects. The Park South project was initiated on a timely basis serving as a strong example of successful leveraging of NDR funds of \$1.97 million with partner resources including \$2.23 million from the North Dakota Housing Finance Agency as well as equity investment by the developer and state appropriation of Community Development Block Grant entitlement funds for an infrastructure capital project needed for the multi-family development. It is one of the first NDR funded projects to be completed and represents a performance benchmark milestone for the city in meeting its Action Plan commitments.

B. Proposed Project

Completion of the project results in making available fully modern 30 rental units for Low/Moderate income Minot residents to address easing of the unmet need identified in the city's NDR Plan of the flood impact reducing the availability of LMI housing. The developer has secured the required Certificate of Occupancy to meet all obligations resulting in the ability to make final payment.

IV. IMPACT:

A. Strategic Impact:

Successful completion of this project demonstrates to HUD the capacity and capability of the city of Minot as a NDR Grantee to carry out Action Plan identified projects with identified partners and to generate leveraged resources.

B. Service/Delivery Impact:

Completion of this project results in making available to LMI Minot residents 30 modern multi-family rental units.

C. Fiscal Impact:

Funds have been budgeted within the NDR approved allocation for multi-family housing.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS



August 7, 2018

Todd Berning
Essential Living, LLC
PO Box 879
Minot, ND 58702

RE: Essential Living Renovation Project
Minot, ND

Project No.: 16-017

Dear Todd:

Enclosed are the Requests for Payment on the above referenced project:

	Bid Package	Contractor	Request No.	Amount
	Construction Management	Gehrtz Construction Services, Inc.	2578	33,527.23
3A	Concrete	DLC Construction, LLC	4-Final	10,300.00
6A	General Demolition & Labor	Rolac Contracting, Inc.	8-Final	14,775.84
6D	Finish Carpentry	Hight Construction LLC	9-Final	17,445.56
7E	Prefinished Metal Wall Panels	Lemke Home Improvements, Inc.	5-Final	5,722.15
8E	Aluminum Entrances & Mirrors	Fargo Glass & Paint Co.	4	9,545.40
9E	Acoustical	JMC Acoustics	5-Final	4,511.65
9G	Resilient Flooring/Carpeting	STC Flooring, Inc.	5-Final	9,482.04
10	Specialties – Materials	Construction Supply Inc.	2-Final	836.35
23	Ventilation	Connole & Somerville Plumbing	11-Final	20,806.50
26	Electrical	Main Electric Construction, Inc.	10-Final	58,191.05
31/33	Earthwork/Site Utilities	Beeter Brothers Construction, LLC	2-Final	28,269.00
				TOTAL \$213,412.77

We have reviewed and approved these requests in the amount listed above. Please make payment directly to the above listed contractors.

We have provided one (1) copy for your records, one (1) copy to be returned to the contractor with payment, and we have retained a copy for our files.

If you have any questions, please contact our office at (701) 297-0704.

Sincerely,

A handwritten signature in blue ink that reads "Steve M. Gehrtz".

Steve M. Gehrtz
SMG/dw

Essential Living Renovation Project
Minot, ND



Project No. 16-017

Bid Package	Contractor	Contract	Construction Amendments	Requested Amendments	Amended Contract Total	Work Complete Less Retainage	Remaining Balance	Percent Complete	Current Pay Request
General Conditions	Gehrtz Construction Services	\$310,000.00	\$ -	\$ -	\$ 310,000.00	\$301,647.48	\$ 8,352.52	97.31%	\$7,940.80
1 Asbestos Abatement	Horsley Specialties, Inc.	80,000.00	10,637.00	-	90,637.00	90,637.00	-	100.00%	
3A Concrete	DLC Construction, LLC	103,000.00	-	-	103,000.00	103,000.00	-	100.00%	10,300.00
5A Structural Steel - Materials	Integrity Steel Supply LLC	12,662.43	-	-	12,662.43	10,567.43	2,095.00	83.45%	
6A General Demolition & Labor	Rolac Contracting, Inc.	241,340.00	26,456.83	-	267,796.83	267,796.83	-	100.00%	14,775.84
6D Finish Carpentry	Hight Construction LLC	170,675.00	3,780.56	-	174,455.56	174,455.56	-	100.00%	17,445.56
7A Moisture Protection	Construction Specialties LLC	24,635.00	-	-	24,635.00	18,112.00	6,523.00	73.52%	
7E Prefinished Metal Wall Panels	Lemke Home Improvements, Inc.	114,443.00	-	-	114,443.00	114,443.00	-	100.00%	5,722.15
7G Sealants/Insulation	Allowance	35,750.00	25.00	-	35,775.00	35,775.00	-	100.00%	
8A Hardware/Hollow Metal/Doors/Trim	D & M Industries	94,944.78	9,494.69	-	104,439.47	97,862.02	6,577.45	93.70%	
8C Overhead Doors	Overhead Door Co. of Fargo	2,050.00	(2,050.00)	-	-	-	-		
8D/13A Residential Windows/Prefab Cabinets	Rusco Window Company, Inc.	220,603.13	850.00	-	221,453.13	221,453.13	-	100.00%	
8E Aluminum Entrances & Mirrors	Fargo Glass & Paint Co.	82,113.00	3,493.00	-	85,606.00	77,045.40	8,560.60	90.00%	9,545.40
9B/9I Drywall/Painting	YTR Drywall & Painting	117,000.00	20,760.00	-	137,760.00	92,232.00	45,528.00	66.95%	
9E Acoustical	JMC Acoustics	84,645.00	5,587.96	-	90,232.96	90,232.96	-	100.00%	4,511.65
9G Resilient Flooring/Carpeting	STC Flooring, Inc.	107,985.00	461.49	-	108,446.49	108,446.49	-	100.00%	9,482.04
10 Specialties - Materials	Construction Supply Inc.	13,148.00	836.35	-	13,984.35	13,984.35	-	100.00%	836.35
10A Closet Shelving	Horizon Shelving & Closets, Inc.	22,000.00	-	-	22,000.00	22,000.00	-	100.00%	
10B Signage	Allowance	10,000.00	-	-	10,000.00	3,875.00	6,125.00	38.75%	1,375.00
12B Window Treatments	Amy's Windows	21,452.71	-	-	21,452.71	21,452.71	-	100.00%	
13A-1 Countertops - Materials	Designer Tops Inc.	23,391.00	-	-	23,391.00	23,391.00	-	100.00%	
13B Residential Appliances	Haier US Appliance Solutions, Inc. dba GE Appliances	61,773.90	(1,873.76)	-	59,900.14	31,164.93	28,735.21	52.03%	
13B-1 Coin Operated Laundry Units	Allowance	7,500.00	133.35	-	7,633.35	7,633.35	-	100.00%	
14 Conveying System	Schindler Elevator Corporation	79,743.00	-	-	79,743.00	79,743.00	-	100.00%	
14A Handicap Lift at Lobby	West Central Lift & Elevator, Inc.	17,475.00	-	-	17,475.00	17,475.00	-	100.00%	
21 Fire Protection/Sprinkler System	NOVA Fire Protection Inc.	112,000.00	-	-	112,000.00	112,000.00	-	100.00%	
22/22A Plumbing/Hydronic Heating	Precision Plumbing, Electric, Heating & Cooling, Inc.	375,000.00	4,930.10	-	379,930.10	335,930.10	44,000.00	88.42%	
23 Ventilation	Connole & Somerville Plumbing, Heating & A/C Inc.	208,065.00	-	-	208,065.00	208,065.00	-	100.00%	20,806.50
26 Electrical	Main Electric Construction, Inc.	387,010.00	51,328.00	-	438,338.00	438,338.00	-	100.00%	58,191.05
26-1 Misc Electrical	Larson Electric, Inc/Allowance	-	20,000.00	-	20,000.00	17,958.43	2,041.57	89.79%	17,958.43
31/33 Earthwork/Site Utilities	Beeter Brothers Construction, LLC	71,145.00	3,712.00	-	74,857.00	74,857.00	-	100.00%	28,269.00
31A Fill and Pea Rock/Asphalt	Allowance	10,000.00	15,800.00	-	25,800.00	25,600.00	200.00	99.22%	

32D	Landscaping	Premier Landscaping	42,924.00	20,750.00	-	63,674.00	23,680.00	39,994.00	37.19%	
	Security System	Innova Integrated Solutions		-	14,005.99	14,005.99	2,289.00	11,716.99	16.34%	
Total Bid Packages			\$3,264,473.95	\$ 195,112.57	\$ 14,005.99	\$ 3,473,592.51	\$ 3,263,143.17	\$ 210,449.34	93.94%	\$ 207,159.77
	Project Management	Epic Management, LLC	196,172.40	19,511.26	1,400.60	217,084.25	193,414.40	23,669.85	89.10%	
	Construction Management	Gehrtz Construction Services, Inc.	130,275.00	-	-	130,275.00	124,022.00	6,253.00	95.20%	6,253.00
	Total Construction Cost		\$ 3,590,921.35	\$ 214,623.83	\$ 15,406.59	\$ 3,820,951.76	\$ 3,580,579.57	\$ 240,372.19	93.71%	\$ 213,412.77
LS	Architect/Engineering	Zerr Berg Architects, Inc.	165,000.00	1,800.00	-	166,800.00	166,800.00	-	100.00%	\$ -
	Reimbursable Expenses Allowance		5,000.00	(4,784.14)	-	215.86	215.86	(0.00)	100.00%	
	Contingency		\$ 3,760,921.35	\$ 211,639.69	\$ 15,406.59	\$ 3,987,967.62	\$ 3,747,595.43	\$ 240,372.19	93.97%	\$ 213,412.77
	Amount over Contingency		227,116.94			70.66		70.66	0.00%	
			\$ 3,988,038.28			3,988,038.28	3,747,595.43	240,442.85	93.97%	213,412.77
	TOTAL PROJECT COST		\$ 3,988,038.28			\$ 3,988,038.28	\$ 3,747,595.43	\$ 240,442.85	93.97%	\$ 213,412.77

Essential Living Renovation Project
Minot, ND

Project No. 16-017

BID PACKAGE		CONTRACTOR	CONTRACT	CONTRACT AMENDMENTS			CONSTRUCTION AMENDMENTS	REQUESTED AMENDMENTS	AMENDED CONTRACT
				NO.	DESCRIPTION	CONTRACT AMENDMENTS			
	General Conditions	Gehrtz Construction Services	310,000.00						310,000.00
1	Asbestos Abatement	Horsley Specialties, Inc. PO Box 479 Moorhead, MN 56560	80,000.00	1	CE-26 Additional labor costs due to City of Minot delays		10,637.00		90,637.00
3A	Concrete	DLC Construction, LLC 4415 E Burdick Expressway Minot, ND 58701	103,000.00						103,000.00
5A	Structural Steel - Materials	Integrity Steel Supply LLC 124 Gold Court Mapleton, ND 58059	12,662.43						12,662.43
6A	General Demolition & Labor	Rolac Contracting, Inc. PO Box 1872 Minot, ND 58702	241,340.00	1 2 3 4 5 6	CE-03 Add wood blocking at 18 windows locations CE-04 Cut openings in existing concrete wall CE-07 Additional demolition work not shown on plans CE-09 Misc demo and materials that were not part of the scope of work CE-14 Additional work & labor hours CE-17 Rigid insulation		3,335.00 8,363.00 3,150.00 5,270.53 4,162.50 2,175.80		267,796.83
6D	Finish Carpentry	Hight Construction LLC PO Box 458 Minot, ND 58702	170,675.00	1 2	CE-29 Extra hand rails CE-34 Additional handrails CE-34 General labor over allowance hours		2,812.37 366.19 602.00		174,455.56
7A	Moisture Protection	Construction Specialties LLC 405 11th Ave NW West Fargo, ND 58078	24,635.00						24,635.00
7E	Prefinished Metal Wall Panels	Lemke Home Improvements, Inc. 1805 23rd St S Moorhead, MN 56560	114,443.00						114,443.00
7G	Sealants/Insulation	Allowance	35,750.00	1	Additional insulation costs		25.00		35,775.00
8A	Hardware/Hollow Metal/Doors/Trim	D & M Industries 4205 30th Ave S Moorhead, MN 56560	94,944.78	1 2 3 4	CE-05 Change doors, door finishes, and hardware CE-15 Construction set changes CE-027 Custom strikes for existing HM frames CE-33 Add door & frame with storeroom lever, hinges, & flush bolt		4,007.60 3,219.63 967.50 1,299.96		104,439.47
8C	Overhead Doors	Overhead Door Co. of Fargo 3125 Fiechtner Dr Fargo, ND 58103	2,050.00	1	CE-35 Omit overhead doors		(2,050.00)		-
8D/13A	Residential Windows/Prefab Cabinets	Rusco Window Company, Inc. 411 40th St S Fargo, ND 58103	220,603.13	1	CE-16 Window change and jambs		850.00		221,453.13
8E	Aluminum Entrances & Mirrors	Fargo Glass & Paint Co. Box 3107	82,113.00	1	CE-31 Add metal trim at stair windows CE-31 Replace damage mirror		3,338.00 155.00		85,606.00
9B/9I	Drywall/Painting	YTR Drywall & Painting 25 Crestview Bay Fargo, MN 55021	117,000.00	1 2	CE-22 Patch work for fire rating CE-24 Replace gypsum & finishes at three (3) tub locations		17,780.00 3,000.00		137,760.00
9E	Acoustical	JMC Acoustics PO Box 37 Ray, ND 58849	84,645.00	1 2	CE-06 Add acoustical ceiling tile in Rooms 201, 205, 207, and 214A. CE-21 Add approximately 144 sq ft of ceiling tile near Vestibule 212		4,745.95 842.01		90,232.96
9G	Resilient Flooring/Carpeting	STC Flooring, Inc. 2512 West Main Ave West Fargo, ND 58078	107,985.00	1 2	CE-30 Replace stair stringers CE-36 Revise flooring, stringers, cove base, & pad		1,975.50 (1,514.01)		108,446.49

Essential Living Renovation Project
Minot, ND

Project No. 16-017

BID PACKAGE	CONTRACTOR	CONTRACT NO.	CONTRACT AMENDMENTS			AMENDED CONTRACT
			DESCRIPTION	CONSTRUCTION AMENDMENTS	REQUESTED AMENDMENTS	
10	Specialties - Materials	Construction Supply Inc. 2410 5th Ave N Fargo, ND 58102	13,148.00	1 CE-25 Add four (4) additional fire rated, stainless steel fire extinguisher cabinets	836.35	13,984.35
10A	Closet Shelving	Horizon Shelving & Closets, Inc. 4600 Haycreek Drive Bismarck, ND 58503	22,000.00			22,000.00
10B	Signage	Allowance	10,000.00			10,000.00
12B	Window Treatments	Amy's Windows 6008 Shane Drive Edina, MN 55439	21,452.71			21,452.71
13A-1	Countertops - Materials	Designer Tops Inc. 3551 4th Ave S Fargo, ND 58103	23,391.00			23,391.00
13B	Residential Appliances	Haier US Appliance Solutions, Inc. dba GE Appliances 14746 Carriage Lane NE Prior Lake, MN 55372	61,773.90	1 CE-12 Omit dishwashers	(1,873.76)	59,900.14
13B-1	Coin Operated Laundry Units	Allowance	7,500.00	1 Tax	133.35	7,633.35
14	Conveying System	Schindler Elevator Corporation 895 Blue Gentian Road Eagan, MN 55121	79,743.00			79,743.00
14A	Handicap Lift at Lobby	West Central Lift & Elevator, Inc. PO Box 176 Kensington, MN 56343	17,475.00			17,475.00
21	Fire Protection/Sprinkler System	NOVA Fire Protection Inc. 304 41st St SW Fargo, ND 58103	112,000.00			112,000.00
22/22A	Plumbing/Hydronic Heating	Precision Plumbing, Electric, Heating & Cooling, Inc. 1935 4th Ave NW West Fargo, ND 58078	375,000.00	1 CE-13 Additional plumbing work	4,930.10	379,930.10
23	Ventilation	Connole & Somerville Plumbing, Heating & A/C Inc. 1415 21st Ave NW Minot, ND 58703	208,065.00			208,065.00

Essential Living Renovation Project
Minot, ND
Project No. 16-017

BID PACKAGE		CONTRACTOR	CONTRACT	CONTRACT AMENDMENTS		CONSTRUCTION AMENDMENTS	REQUESTED AMENDMENTS	AMENDED CONTRACT
				NO.	DESCRIPTION			
26	Electrical	Main Electric Construction, Inc. 2626 Valley Street, PO Box 936 Minot, ND 58702-0936	387,010.00	1	CE-08 Re-feed Panel BB to convert to 200 amp panel CE-08 Re-feed Panel L1 to provide proper conductors for 100 amp	4,755.00 1,375.00		438,338.00
				2	CE-10 Replace the remaining switches in the living units so they match	13,315.00		
				3	CE-11 Install wiring in Unit 205	460.00		
				4	CE-18 Replace existing switches/outlets in units that are broken Move devices that are behind the new fridge location Add power for an additional air conditioner unit	6,910.00 1,145.00 1,975.00		
				5	CE-20 Replace the surface mounted wiremold in various units per the electrical inspector's recommendations	2,315.00		
				6	CE-23 Install outlet in Room 214A Add/replace switches in hallways for new framing Add phone/data for chair lift in main entrance Add power/data for ATM machine	5,475.00 350.00 2,055.00 1,280.00 460.00		
				7	Add outlets on the new countertop in the kitchen area CE-28 Install an outlet for each of the 42 media centers	1,030.00 8,428.00		
26-1	Misc Electrical	Larson Electric, Inc/Allowance	-	1	Misc electrical allowance	20,000.00		20,000.00
31/33	Earthwork/Site Utilities	Beeter Brothers Construction, LLC 3001 2nd St SE Minot, ND 58701	71,145.00	1	CE-37 Remove gate valve & repair waterline	3,712.00		74,857.00
31A	Fill and Pea Rock/Asphalt	Allowance	10,000.00	1	Asphalt repairs at front entry	15,800.00		25,800.00
32D	Landscaping	Premier Landscaping PO Box 606 Minot, ND 58702	42,924.00	1	CE-32 Add black dirt, subgrade, & install CE-32 Add irrigation system CE-32 Add rock on the west side of the building CE-32 Add concrete curbing & rock around A/C unit	6,730.00 10,180.00 1,380.00 2,460.00		63,674.00
	Security System	Innova Integrated Solutions	-	1	Add Security System Additional Security Costs	11,445.02 2,560.97		14,005.99
	TOTALS		3,264,473.86			196,112.57	14,005.99	3,473,592.61



Building the Future Together.

Invoice

Date	Invoice #
7/31/2018	2578

Bill To

Essential Living
Attn: Todd Berning
PO Box 879
Minot, ND 58702

P.O. No.	Due Date	Project No.
	8/16/2018	16-017
Description		Amount
ESSENTIAL LIVING, LLC RENOVATION Project - Minot, ND Billing is based on a Lump Sum of \$130,275.		
TOTAL Fee = \$130,275		
PRE-CONSTRUCTION PHASE SERVICES \$130,275 x 20%		26,055.00
CONSTRUCTION PHASE SERVICES \$130,275 x 80% x 94%		97,967.00
TOTAL CONSTRUCTION MANAGEMENT FEES TO DATE		124,022.00
Less Previously Billed		-117,769.00
Job Office Trailer expense for July		450.00
Reimburse for Garbage		750.40
Reimburse for Miscellaneous Labor		1,891.30
Reimburse for Miscellaneous Expenses		4,849.10
Reimburse for Bid Package 10B Expenses		1,375.00
Reimburse for Bid Package 26-1 Expenses		17,958.43
Total Reimbursable Expenses		27,274.23
Remit Payment to: 510 4th Avenue N. Fargo, ND 58102-4821		Total
		\$33,527.23
Balance Due		\$33,527.23

CONDITIONAL RELEASE OF LIEN

FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

PROJECT NAME AND ADDRESS:

Essential Living Renovation Project
Essential Living, LLC
Minot, ND

Proj. No. 16-017

COMPANY NAME AND ADDRESS:

Gehrtz Construction Services, Inc.
510 4th Avenue N.
Fargo, ND 58102

The UNDERSIGNED, being duly sworn, states that (s)he is the President (Position) of Gehrtz Construction Services, Inc. (Company) who has a contract with Essential Living, LLC (Owner) for furnishing Construction Management Services (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of **Thirty-Three Thousand Five Hundred Twenty-Seven Dollars and 23/100 (\$33,527.23)** and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to July 31, 2018, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of (\$) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

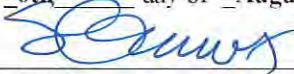
ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 130,275.00 and ACKNOWLEDGES RECEIPT of the total amount of \$ 117,769.00 **ALL previous payments**, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box. X

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 6th day of August, 2018.



Authorized Signature

Steve Gehrtz, President
Title

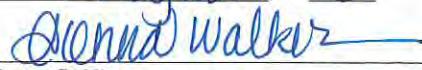
STATE OF: ND

COUNTY OF: Cass

DONNA WALKER
Notary Public
State of North Dakota
My Commission Expires Sept. 16, 2022

Signed and sworn to before me this 6th day of

August, 20 18



Notary Public

INDIGO SIGNWORKS, INC.

INVOICE

629 20th Ave SE | Minot, ND 58701
remit to: PO Box 1476 | Fargo, ND 58107-1476
tel: 701.852.0331 | fax: 701.852.2261 | www.indigosignworks.com

Invoice #: 71259
Invoice Date: 06/29/18
Customer #: 1230
Page: 1 of 1

Project #:

BILL TO:	JOB LOCATION:
GEHRTZ CONSTRUCTION 510 4th Ave North Fargo ND 58102-4821	GEHRTZ CONSTRUCTION 510 4TH AVE NORTH FARGO ND 58102-4821

ORDERED BY	PO NUMBER	SALESPERSON	SHIP VIA	ORDER DATE	PAYMENT TERMS	DUe DATE
		RICKT		05/31/18	Due Upon Receipt	SEE TERMS

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* QUOTE #52331-A Provide (57) ADA signs for South Park facility. Customer to install.	1,279.07	1,279.07
		S U B T O T A L	1,279.07
* INDICATES TAXABLE ITEMS			
NORTH DAKOTA 5.0000% MINOT CITY SALES TAX 2.0000% WARD CO. MINOT SALES 0.5000%			
63.95 25.58 6.40			
 RECEIVED JUL 09 2018 Zerr Berg Arch. Gehrtz Construction			
JOB			
LESS PRE-PAYMENTS:			

LESS PRE-PAYMENTS:
PLEASE PAY THIS AMOUNT: \$1,375.00

RECEIVED

Larson Electric Inc
PO Box 418
Minot, ND 58702

JUL 05 2018
Zerr Berg Arch.
Gehrtz Construction

Invoice

DATE	INVOICE #
7/2/2018	354

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18430	Net 30	Replaceswitch,outlets...	Park South

QTY	DESCRIPTION	RATE	AMOUNT
1	Price as quoted to replace switches,outlets.add 20 amp bathroom circuit, re-do kitchen circuits for 18 Apt.s, 1 Price As Quoted	13,494.00	13,494.00
<p> POSTED</p> <p><i>OK S&K</i></p> <p><i>26-1</i></p>			
Thank you for your business.		Total	\$13,494.00

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/5/2018	364

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

RECEIVED

JUL 09 2018

Zerr Berg Arch.
Gehrtz Construction

	P.O. NO.	TERMS	PROJECT	LOCATION		
	18436	Net 30	Wire Door Openers	Park South		
QTY	DESCRIPTION		RATE	AMOUNT		
1	Price As Quoted		750.00	750.00		
 <i>26-1</i>						
Thank you for your business.				Total \$750.00		

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/5/2018	365

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

RECEIVED

JUL 09 2018

Zerr Berg Arch.
Gehrtz Construction

P.O. NO.	TERMS	PROJECT	LOCATION
18437	Net 30	Install Fixtures In Ch...	Park South

QTY	DESCRIPTION	RATE	AMOUNT
1	Price As Quoted	388.00	388.00

POSTED

281

Thank you for your business.

Total

\$388.00

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/5/2018	366

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

RECEIVED

JUL 09 2018

Zerr Berg Arch.
Gehrtz Construction

	P.O. NO.	TERMS	PROJECT	LOCATION
	18439	Net 30	Replace Outlets In L...	Park South

QTY	DESCRIPTION	RATE	AMOUNT
4	Tamper Resistant 15 Amp Recept.	1.65	6.60
1	Labor	79.00	79.00

 **POSTED**

26-1

Thank you for your business.

Total \$85.60

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

RECEIVED

DATE	INVOICE #
7/9/2018	368

JUL 12 2018

Zerr Berg Arch.
Gehrtz Construction

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18440	Net 30	Wire Heater	By Boiler Room

QTY	DESCRIPTION	RATE	AMOUNT
1	Fan Center	57.54	57.54
30	12/2 MC Cable	0.88	26.40
6	MC Cable Connector	1.47	8.82
20	18/2 Bell Wire Or Stat Wire	0.14	2.80
1	4" Sq. Metal Box W/Braket	3.83	3.83
1	1/2" round mud ring	1.18	1.18
6	Tan wirenuts	0.15	0.90
1	Plastic blank plate	0.50	0.50
1	Honeywell T-Stat	44.10	44.10
2	Apprentice Labor	65.00	130.00
4	Labor	79.00	316.00

 **POSTED**

24-1

Thank you for your business.

Total

\$592.07

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/10/2018	370

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

QTY	DESCRIPTION	P.O. NO.	TERMS	PROJECT	LOCATION
		18447	Net 30	Add Outlet In Riser ...	Riser Rm
20	1/2" EMT			0.55	11.00
1	Raco P-88			3.53	3.53
2	Tamper Resistant 15 Amp Recept.			1.65	3.30
7	Tan wirenuts			0.15	1.05
100	#12 Thhn			0.24	24.00
8	Tap Cons			0.45	3.60
1	1/2" EMT Coupling			1.04	1.04
2	1/2" EMT Connectors			0.89	1.78
4	1/2" EMT 1-hole strap			0.31	1.24
1	4 Square Box			1.09	1.09
2	Labor			79.00	158.00
					
26-1					
Thank you for your business.			Total	\$209.63	

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/10/2018	371

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18444	Net 30	Church Track Lights ...	Church

QTY	DESCRIPTION	RATE	AMOUNT
10	1/2" EMT	0.55	5.50
1	4" Square Deep Box	2.89	2.89
2	1/2" EMT Connectors	0.89	1.78
1	Fan Speed Control	35.22	35.22
1	Raco P-1	4.61	4.61
1	Raco P-88	3.53	3.53
3	1/2" EMT 1-hole strap	0.31	0.93
40	#12 Thhn	0.24	9.60
12	Tap Cons	0.45	5.40
1	Track Light & Bulb	126.42	126.42
4	Apprentice Labor	65.00	260.00
6	Labor	79.00	474.00

 **POSTED**

~6'

Thank you for your business.	Total	\$929.88
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Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/10/2018	372

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18443	Net 30	Media Center Power	Park South

QTY	DESCRIPTION	RATE	AMOUNT
100	12/2 MC Cable	0.88	88.00
2	Handy box	2.31	4.62
2	Tamper Resistant 15 Amp Recept.	1.65	3.30
2	P-8 Cover	0.50	1.00
4	M.C. Connector	0.65	2.60
10	1/2" EMT	0.55	5.50
1	1/2" EMT SS Conn.	0.85	0.85
1	1/2" EMT 1-hole strap	0.31	0.31
4	Tap Cons	0.45	1.80
9	Tan wirenuts	0.15	1.35
4	Labor	79.00	316.00

 **POSTED**

26-1

Thank you for your business.	Total	\$425.33
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Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/10/2018	373

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18448	Net 30	Change Switches & ...	Common Area Park South

QTY	DESCRIPTION	RATE	AMOUNT
10	Tamper Resistant 15 Amp Recept.	1.65	16.50
10	P-8 Cover	0.50	5.00
5	S.P. Switch	1.10	5.50
5	P-1	0.50	2.50
9	Tan wirenuts	0.15	1.35
4	Pan Head Screws	0.10	0.40
10	Wall Dog Anchor	0.80	8.00
3	Labor	79.00	237.00

 **POSTED**

26-1

Thank you for your business.	Total	\$276.25
------------------------------	--------------	----------

RECEIVED**Invoice**

Larson Electric Inc
PO Box 418
Minot, ND 58702

JUL 13 2018

Zerr Berg Arch.
Gehrtz Construction

DATE	INVOICE #
7/10/2018	374

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18446	Net 30	Wire Bath Fan	Park South

QTY	DESCRIPTION	RATE	AMOUNT
10	1/2" EMT	0.55	5.50
1	1/2" EMT Connectors	0.89	0.89
1	1/2" EMT 1-hole strap	0.31	0.31
1	Tap Cons	0.45	0.45
1	Flex to EMT Connector	4.53	4.53
2	1/2" Flex	1.00	2.00
1	1/2" Flex Connector	1.89	1.89
20	#12 Thhn	0.24	4.80
5	Tan wirenuts	0.15	0.75
2	Labor	79.00	158.00




Thank you for your business.

Total

\$179.12

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/12/2018	375

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

P.O. NO.	TERMS	PROJECT	LOCATION
18449	Net 30	Wire Water Heater	South Park

QTY	DESCRIPTION	RATE	AMOUNT
4	12/2 MC Cable	0.88	3.52
2	MC Cable 90	1.50	3.00
3	Tan wirenuts	0.15	0.45
1	1/2" 1-Hole Straps	0.17	0.17
1	Labor	79.00	79.00

 **POSTED**

26-1

Thank you for your business.

Total \$86.14

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/13/2018	376

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

RECEIVED

JUL 18 2018

Zerr Berg Arch.
Gehrtz Construction

P.O. NO.	TERMS	PROJECT	LOCATION
18450	Net 30	Wire Heat on Mall V...	Park South

QTY	DESCRIPTION	RATE	AMOUNT
2	24V Transformer	27.93	55.86
22	12/2 MC Cable	0.88	19.36
8	MC Cable Connector	1.47	11.76
8	Tan wirenuts	0.15	1.20
2	4" Square Deep Box	2.89	5.78
25	18/2 Bell Wire Or Stat Wire	0.14	3.50
4	Labor	79.00	316.00

 **POSTED**

201

Thank you for your business.

Total

\$413.46

Invoice

Larson Electric Inc
PO Box 418
Minot, ND 58702

DATE	INVOICE #
7/16/2018	379

RECEIVED

JUL 19 2018

Zerr Berg Arch.
Gehrtz Construction

BILL TO
Gerhrtz Construction Services 510 4th Ave. N. Fargo, ND 58102

	P.O. NO.	TERMS	PROJECT	LOCATION
	18406	Net 30	Move T-Stat In 111	Park South

QTY	DESCRIPTION	RATE	AMOUNT
10	1/2" EMT	0.55	5.50
30	18/2 Bell Wire Or Stat Wire	0.14	4.20
5	Tan wirenuts	0.15	0.75
1.5	Labor	79.00	118.50
		26-1	
	POSTED		

Thank you for your business.

Total

\$128.95

Essential Living Renovation Project
Minot, ND

Project No. 16-017	General Conditions			\$ 310,000.00
Description	Total	Work Completed to Date	Balance	Current Month Pay Requests
Building Permit	8,395.00	8,395.00	-	
Temp Heat	15,000.00	15,000.00	-	
Temp Enclosures	10,000.00	10,000.00	-	
Temp Toilets	3,500.00	3,500.00	-	
Construction Clean-up	20,250.00	19,959.10	290.90	
Final Clean-up	27,500.00	27,500.00	-	
Garbage	23,000.00	20,829.70	2,170.30	750.40
Site Maintenance	3,000.00		3,000.00	
Street Cleaning	2,000.00	2,000.00	-	
Electronic Document Track	4,000.00	4,000.00	-	
Testing	4,000.00	4,000.00	-	
Temp Power	5,500.00	5,500.00	-	
Builders Risk	25,000.00	25,000.00	-	
Misc Barricades	5,200.00	5,200.00	-	
Project Signage	750.00		750.00	
Office Trailer	5,000.00	4,950.00	50.00	450.00
Job Superintendent	68,000.00	67,149.23	850.77	
Safety	3,000.00	3,000.00	-	
Misc Labor	14,500.00	14,363.76	136.24	1,891.30
Security	9,000.00	8,999.86	0.14	
Misc	48,405.00	47,300.83	1,104.17	4,849.10
SRT	5,000.00	5,000.00	-	
TOTALS	\$310,000.00	\$301,647.48	\$8,352.52	\$7,940.80



CIRCLE SANITATION INC.
4700 46TH AVE. NW • MINOT, ND 58703
(701) 838-1182

Please Make Checks Payable To: **Circle Sanitation Inc.**

We accept cash, check, money order or credit/debit.

- In person at our Minot Office
- Mail
- Over phone
- Set-up autopay
- Electronically via website: www.circlesanitation.com/billpay

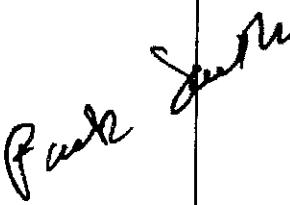
Date	6/20/2018	Account #	ROL00054	Amount Enc.
Bill To		Service Address		
Gehrtz Construction 510 4th Ave N Fargo, ND 58102		Gehrtz Construction 37th Ave SW Minot, ND 58701		
Invoice #	540417	Container Size:		Frequency:

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

**Circle Sanitation is closed on Thanksgiving Day, Christmas Day and New Years Day.
Routes will run regular schedules ALL other holidays.**

Online bill pay is available on our website at www.circlesanitation.com/billpay

Follow us on Facebook to keep up to date on holiday schedules and weather related route delays.

Date	Description	Qty	Rate	Amount	
6/1/2018	20yd Roll-off Container@234 14th Ave		240.00	240.00	
6/1/2018	Landfill Fee - Garbage	1.49	40.00	59.60	
6/1/2018	20yd Roll-off Container@234 14th Ave		240.00	240.00	
6/1/2018	Landfill Fee - Garbage	5.27	40.00	210.80	
					
					
Current Charges	\$750.40	Payments/Credits	\$0.00	Total Balance Due	\$750.40



Invoice

Date	Invoice #
7/31/2018	2577

Bill To

Essential Living
Attn: Todd Berning
PO Box 879
Minot, ND 58702

Description	Qty	Due Date	Project No.	
			Rate	Amount
Job Office Trailer - July	1	8/16/2018	450.00	450.00
			Total	\$450.00

906-235-4337

INVOICE NO. 647786

Invoice

SOLD TO	JERRY ROUNSIVILLE	SHIPPED TO	GEMINI COAST	WA
ADDRESS	P.O. BOX 9413	ADDRESS	PARK SOUTH APARTS.	
CITY, STATE, ZIP	MINOT ND 58701	CITY, STATE, ZIP	MINOT.	
CUSTOMER INVENTORY	SOLD BY	ITEMS	QTY	TO/B
		23 NOV		6-7-8-7-13
THURS 6-18	FRAMING, SPARES, HAND PAINT, HURRICANE ELEV.	700	12	0 5
THU 6-12	SEAL OLD HEADER BOX DOORS			
	205, KITCHEN & CHURCH BATH DOORS	7-30	10-30	0 3
W 6-13	BUILT SHELF OVERSIZES IN BATHROOM, 309	8-10	10-00	0 2
THURS 6-21	DEMOLISH 2 nd FLOOR COMMONS BATH	7-00	12-30	0 5.5
SAT 6-23	SHREWS OVER PIPES IN BATH 310, 312, 313	8-00	100	0 5
M 6-25	DEMOL LIGHTS, WIRES, BRACKETS, OFF ROOF	10-00	3-30	1 3.5
T 6-26	BIRDS 304, NOTTY CORNERS - TRIM DOOR 209 314	7-00	12-00	0 5
W 6-27	THIN DOOR, DEMO BASE, CUT PIPES, BOLTON ROOM	8-00	3-00	1 6
TH 6-28	DEMONAL SCAFFOLTS, DEMO BOLTON ROOM	9-00	4-00	1 7
FRI 6-29	PATCH HOLES TO CEILINGS & BOLTON ROOM	8-00	3-00	1 6.5
M 7-2-18	TRIM DOOR ESTATE 15 th FLOOR, ANOTHER THRESHOLD H/C RELEVE			
	HEATER DOORS 209, ADJUST DOORS 1502 & 310	7-00	2-00	1 6
THU 7-3	STAIN DOOR, ADJUST DOORS 208	8-00	2-00	1
				TOTAL 56 25
				1412.50

POSTED

OK TO PAY 
G.C.S. M.R.

July 6TH-018



3609 South Wadsworth Blvd
Attn: Accts Receivable
Lakewood CO, 80235
866-464-5844

Page 1 of 5

Invoice Number	Customer Number
10913737	14557
Invoice Date	Invoice Total
06/29/2018	\$478.80

489



RECEIVED

JUL 09 2018

Zerr Berg Arch.
Gehrtz Construction

You can view your account and make payments online.
Access your account at www.commandonline.com.
Choose the 'Customer Portal' tab to login or if this is
the first time coming to the customer portal click on
"Register for Portal Access" and follow the prompts.

If you have any Questions?
Contact us at 866-464-5844.

GEHRTZ CONSTRUCTION SERVICES, INC.
STEVE GEHRTZ
510 4TH AVE N
FARGO ND 58102-4821

NAME	TICKET	DATE	Hours		Rates				PO#	BILLING
			REG	OT	DT	REG	OT	DT		
Job Location: Park South Renovation, Minot, ND 58701										
Bachar, Brett W	3395529	06/27/2018	6.50			\$22.80				\$148.20
Zavala, Javier H	3395529	06/27/2018	8.50			\$22.80				\$193.80
Zavala, Javier H	3395920	06/28/2018	6.00			\$22.80				\$136.80
TOTAL HOURS			21.00	0.00	0.00					

 **POSTED**

We Report to D&B

To better serve the credit community.



Finance charges will be applied to any past due, unpaid balances as indicated in the Conditions of Service.

For more information please visit www.dnb.com/tradexchange or call 1-800-999-3867 ext. 7991

Please return this portion with your payment.

Invoice Number	Customer Number	Invoice Date	Due if Paid by 07/13/2018	Late Payment Amount
10913737	14557	06/29/2018	\$478.80	\$485.98

To pay by credit card, please call 888-773-7450 or visit <http://www.commandonline.com>.

Amount Enclosed:



REMIT TO:

COMMAND CENTER, INC.
PO BOX 951753
DALLAS TX 75395-1753



GEHRTZ CONSTRUCTION SERVICES, INC.
STEVE GEHRTZ
510 4TH AVE N
FARGO ND 58102-4821

MINOT WELDING, INC.

400 - 4th Avenue N.E. • Minot, ND 58701

Phone (701) 838-0513 • Toll Free 1-800-735-4498

Fax (701) 838-5676



Customer's
Order No.

PARK SOUTH

Date

6/26/12

Name

GERTZ

Address

TAHOE N.D.

Phone:

Mike 701-818-4827

QUAN.	DESCRIPTION	PRICE	AMOUNT
-------	-------------	-------	--------

2 pc Custom Adjustable Handrail
Supports

149.00

295.00

2 Roof Ladders w/ 36'

Pass thru Handles

663.00

78/ft 1@ 86

916.00

78/ft 1@ 118

1814.50

665.00

3% Credit Card Processing Fee

SUBTOTAL 2542.50

5% of parts and labor up to \$200 per order

SHOP
MATERIALS

140.59

All claims and returned goods MUST be accompanied by this bill.

TAX

TOTAL 2683.09

Received
By
34117

MORGAN PRINTING - MINOT, ND 58701

Thank You!

31872800 MAG-1

POSTED

OKAY TO PAY MR. G.C.S

(2) Roof Ladders per City of Minot

(2) Hand Rail Brackets

(234 14th Ave S.E.)
PARK SOUTH

RUSCO WINDOW CO INC

411 40TH ST SW

FARGO, ND 58103

RECEIVED
701-281-1848
701-281-2003

APR 20 2018

SOLD TO: 16095

Zerr Berg Arch.
Gehrtz Construction

SHIP TO: 16095

GEHRTZ CONSTRUCTION SVCS
510 4TH AVE N
FARGO, ND 58102GEHRTZ CONSTRUCTION SVCS
SHIPPED TO:
234 14TH AVE SE
MINOT, NDINVOICE # : 118844
INVOICE DATE : 04/18/2018
SHIP DATE :
ORDER # : 2193488SALES REP : BN
TERMS : NET 30 DAYS
SHIP METHOD : UPS
P.O. # : PARK SOUTH

Reference	Description	Quantity	Package Quantity	Unit Price	Total
CASING	7 FT 2-3/4" CASING	8	1.00	6.25	50.00
SHIPPING	SHIPPING CHARGE	1	1.00	50.00	50.00
Sub-Total					\$100.00
ND SALES TAX (5%)					5.00
ND MISC COUNTY SALES TAX (.5%)					0.50
MISC CITY SALE TAX (2%)					2.00
TOTAL :					\$107.50

*General Contractor
Eric Gehrtz
Eric Gehrtz
Eric Gehrtz*

 **POSTED**

THANK YOU FOR YOUR BUSINESS!

Use Your
BIG CARD  2%
MENARDS®

MENARDS - MINOT
101 28TH AVENUE SE.
MINOT, ND 58701

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/11/18

If you have questions regarding the charges on your receipt, please email us at:
MINOfrontend@menards.com



Merchandise Return

QT WASHING MACHINE VALVE	
6850497	7.98-
ORIG STORE: 3113 4 6248	06/13/2018
QT PEX WASHING MACH VALV	
6850490	9.29-
ORIG STORE: 3113 4 6248	06/13/2018
QT PEX WASHING MACH VALV	
6850491	3 @9.29
ORIG STORE: 3113 4 6248	06/13/2018
QT WASHING MACHINE VALVE	
6850498	3 @7.98
QT WASHING MACHINE VALVE	
6850497	2 @7.98
TOTAL	5.24-
TAX MINOT-ND 7.5%	0.40-
TOTAL SALE	5.64-
VISA 7987	5.64-
TOTAL NUMBER OF ITEMS = 10	

GUEST COPY

Menards has released this transaction to your financial institution. Your financial institution is responsible for processing this refund to your account. Please contact your financial institution for fund availability.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Nathan

84742 23 2573 06/13/18 02:40PM 3113

Use Your
BIG CARD  2%
MENARDS®

MENARDS - MINOT
101 28TH AVENUE SE.
MINOT, ND 58701

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/11/18

If you have questions regarding the charges on your receipt, please email us at:
MINOfrontend@menards.com



Sale Transaction

QT PEX WASHING MACH VALV		
6850491	3 @9.29	27.87
SS 3/4HT X 3/4HT X 60 2P		
6794232	2 @29.99	59.98
QT WASHING MACHINE VALVE		
6850497	2 @7.98	15.96
QT PEX WASHING MACH VALV		
6850490		9.29
TOTAL		113.10
TAX MINOT-ND 7.5%		8.48
TOTAL SALE		121.58
Visa Credit 7987		121.58
PO # <i>park south</i>		
Auth Code: 413123		
Chip Inserted		
a0000000031010		
TC - ae38d8c871efa697		
TOTAL NUMBER OF ITEMS = 8		<i>+ WASH & Hoses</i>
GUEST COPY		<i>ANSI & STORES 3RD Floor Linen</i>

The Cardholder acknowledges receipt of goods/services in the total amount thereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Annie

15880 04 6248 06/13/18 02:32PM 3113



Minot Lumber & Hardware, Inc.

204 20th Avenue SE
Minot, ND 58702

Invoice Address

Cash Sales Invoice

M90488

06/14/2018

NET 10TH

1

Invoice No

Invoice Date

Terms

Customer

Your Ref

Our Ref

Taken By

Sales Rep

762505

Greg Haase

Unassigned



Page 1 of 1

Special Instructions	Notes

Line	Description	Qty/Footage	Price	Per	Total
1	2049328 - Bracket Handrail 1Pc Sat Nick	20 ea	5.99	ea	119.80
2	HANDRAILHEM - Handrail 231 Hemlock Round 1-1/2 X 1-11/16" R/L need 1 16' pc 6 10' pcs	76 lf	2.59	lf	196.84

*Hand Rail's
& Bracket
for Stairs
in
Boiler Room*

Goods received in good condition

Print name *[Signature]*

Signature *[Signature]*

Payment Method	Amount Received	
Minot Lumber-Visa	\$340.38	
Merchant #	581355	
Account #	*****7987	
Authorization #	804130	
		Total Amount \$316.64
		Sales Tax \$23.74
		Invoice Total \$340.38



MENARDS - MINOT
101 28TH AVENUE SE.
MINOT, ND 58701

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 09/12/18

If you have questions regarding the charges on your receipt, please email us at:
MINOfrontend@menards.com



Sale Transaction

QT WASHING MACHINE VALVE		
6850497	7.98	
QT WASHING MACHINE VALVE		
6850498	7.98	
3/4" GARDEN HOSE CAP *		
6802121 6 @1.69	10.14	
 TOTAL	26.10	
TAX MINOT-ND 7.5%	1.98	
 TOTAL SALE	28.08	
Visa Credit 7967		

PO # park south
Auth Code:314172
Chip Inserted
a0000000031010
TC ~ 1a32cb9557f50c8e

TOTAL SAVINGS 0.96

TOTAL NUMBER OF ITEMS = 8

PARK South
QUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Sara

16041 05 3909 06/14/18 01:27PM 3113



More saving.
More doing.™

3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 33320 06/19/18 08:41 AM
CASHIER MELODY

008925094524 4.5" MTL CUT <A>
DIABLO 4-1/2"X7/8" METAL CUTOFF BLDE
302.97 8.91

SUBTOTAL 8.91
SALES TAX 0.67
TOTAL \$9.58

XXXXXXXXXXXX7987 VISA USD\$ 9.58

AUTH CODE 809124/8020814 TA

Chip Read Visa Credit

AID A00000000031010

TVR 8080008000

IAD 06010A03602000

TSI 6800

ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 02 33320 06/19/2018 0333

RETURN POLICY DEFINITIONS
POLICY ID: 10000000000000000000000000000000
A 1. 90 09/17/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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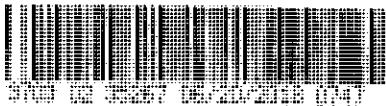
3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 35267 06/20/18 12:59 PM
CASHIER JOHN

027426110090 MINWAX <A>	2.98
MINWAX BLND FIL PENCIL 9 EBONY	
027426634855 STNMRKREAMER <A>	
MINWAX STN MARKER EARLY AM 1/30Z	
204.50	9.00
 SUBTOTAL	11.98
SALES TAX	0.90
 TOTAL	\$12.88

XXXXXXXXXXXXXX7987 VISA
AUTH CODE 210295/7020896 USD\$ 12.88
Chip Read TA
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARKSOUTH



3703 02 35267 06/20/2018 0147

RETURN POLICY DEFINITIONS
A
POLICY ID 1 DAYS 90 POLICY EXPIRES ON 09/18/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 36406 06/21/18 09:12 AM
CASHIER AMANDA

021709650679 ZEP CLNSWEEP <A>	
ZEP KLEEN SWEEP FLOOR SWEEP 50LB	
3021.98	65.94
788594700185 DVDWTE855 <A>	
FRP/TILE DIVIDER-WHITE 8'	
202.28	4.56
788594490185 4X8 W-PANEL <A>	
.090 FRP WALL PANEL 4X8 WHITE	
2024.97	49.94
 SUBTOTAL	120.44
SALES TAX	9.03
 TOTAL	\$129.47

XXXXXXXXXXXXXX7987 VISA USD\$ 129.47
AUTH CODE 901221/6020946 TA
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 02 36406 06/21/2018 1161

RETURN POLICY DEFINITIONS
A
POLICY ID 1 DAYS 90 POLICY EXPIRES ON 09/19/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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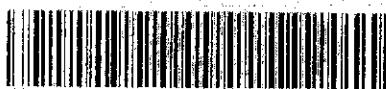
3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 36331 06/21/18 08:27 AM
CASHIER AMANDA

788594710184 ISOWHTE854 <A>
FRP/TILE INSIDE CORNER-WHITE 8'
502.28 11.40
788594490185 4X8 W-PANEL <A>
090 FRP WALL PANEL 4X8 WHITE
2024.97 49.94
041193460691 PLATE <A>
FLR & CEILING PLATE, 1/2" TUBE, BAGGED
303.77 11.31
026613135793 ANGVLVLL <A>
1/2" FIPXP3/8"OD COMP ANGLE VALVE
207.97 15.94
070798181014 ACRYL CAULK <A>
ALEX PLUS WHITE 10.1 OZ 2.38
079340648869 LOCPGCAP9Z <A>
LOCTITE POWER GRAB EXP ALL PURP 9 OZ
603.55 21.30
SUBTOTAL 112.27
SALES TAX 8.42
TOTAL \$120.69
XXXXXXXXXXXX7987 VISA USD\$ 120.69

AUTH CODE 801282/6020942 TA
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME PARK SOUTH



3703 02 36331 06/21/2018 1161

RETURN POLICY DEFINITIONS
A POLICY ID 1 DAYS 90 POLICY EXPIRES ON 09/19/2018
THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00056 75715 06/27/18 07:11 AM
SELF CHECK OUT

021709650679 ZEP CLNSWEEP <A>
ZEP KLEEN SWEEP FLOOR SWEEP 50LB
2021.98 43.96
086876222135 ANGLE BROOM <A>
ROP COMMERCIAL ANGLE BROOM
209.97 19.94
SUBTOTAL 63.90
SALES TAX 4.79
TOTAL \$68.69
XXXXXXXXXXXX7987 VISA USD\$ 68.69
AUTH CODE 707211/0561534 TA
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00
P.O.#/JOB NAME: PARK SOUTH



3703 56 75715 06/27/2018 0650

RETURN POLICY DEFINITIONS
A POLICY ID 1 DAYS 90 POLICY EXPIRES ON 09/26/2018
THE HOME DEPOT RESERVES THE RIGHT TO LIMIT / DENY RETURNS. PLEASE SEE THE RETURN POLICY SIGN IN STORES FOR DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 44863 06/27/18 01:12 PM
CASHIER MELODY

041343010974 GS FB QSS <A>
FIREBLOCK WITH QUICK STOP STRAW
207.25 14.50
047563706536 R19UF15X93 <A> 34.99
R19 UF 15"X93" BATT INSUL 77.5SF

SUBTOTAL 49.49
SALES TAX 3.71
TOTAL \$53.20

XXXXXXXXXXXX7987 VISA USD\$ 53.20
AUTH CODE 317281/0021259 TA
Chip Read

AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

*MATERIAL
FOR Bunker
Room*

P.O.#/JOB NAME: PARK SOUTH



3703 02 44863 06/27/2018 6491
RETURN POLICY DEFINITIONS
POLICY ID: DAYS POLICY EXPIRES ON

A 1 90 09/25/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE, PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00067 92378 07/01/18 01:38 PM
SELF CHECK OUT

030546806040 PLAS BLK NBR <A> 1.89
5-1/2" NAIL ON PLASTIC #4 BLACK
030546806033 PLAS BLK NBR <A> 1.89
5-1/2" NAIL ON PLASTIC #3 BLACK
030546806026 PLAS BLK NBR <A> 1.89
5-1/2" NAIL ON PLASTIC #2 BLACK
090928010045 MNT KEYSAFE <A>
WALL MOUNTABLE KEYSAFE PUSH BUTTON
2029.97 59.94

SUBTOTAL 65.61
SALES TAX 4.92
TOTAL \$70.53

XXXXXXXXXXXX7987 VISA USD\$ 70.53
AUTH CODE 311043/6671334 TA
Chip Read

AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000 PARK SOUTH
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



Locate 5192378 07/01/2018 01:38 PM
RETURN POLICY DEFINITIONS
POLICY ID: DAYS POLICY EXPIRES ON
A 1 90 09/29/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 50555 07/01/18 03:49 PM
CASHIER SOPHIA

000346436310 SPIRAL BIT <A> 2.97
BOSCH FAST SPIRAL 1/4" X 4" X 6" 2.97
887480038224 PLSTC ANCH <A>
#10-12X1-1/4" PLSTIC RIBBED ANC BLU
2@1.98 3.96

SUBTOTAL 6.93
SALES TAX 0.52
TOTAL \$7.45

XXXXXXXXXXXX7987 VISA

AUTH CODE 511094/6021463 USD\$ 7.45
Chip Read TA
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 02 50555 07/01/2018 3491



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00021 75651 07/03/18 12:07 PM
CASHIER JOHN

070798183063 230 ALD <A> 4.78
DYNAFLEX 230 ALMOND 10.1 OZ
070798182134 DU BGE 10.1 <A> 6.28
DYNAFLEX ULTRA 10.1 BEIGE SEALANT

SUBTOTAL 11.06
SALES TAX 0.83
TOTAL \$11.89

XXXXXXXXXXXX7987 VISA USD\$ 11.89
AUTH CODE 213070/4211447 TA
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 21 75651 07/03/2018 9205

RETURN POLICY DEFINITIONS
A POLICY ID DAYS POLICY EXPIRES ON
1 90 10/01/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
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READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 51249 07/02/18 09:58 AM
CASHIER AMANDA

070798183056 230 CLEAR <A> 4.38
DYNAFLEX 230 CLEAR 10.1 OZ
887480029321 SCREW <A> 4.65
SHEET METAL SCREW PAN-HD SS 10X2
070673836855 PLANK 1X6X12 <A>
3/4 X5-1/2X12 PVC TRMPLNK WHITE
2027.36 54.72

SUBTOTAL 63.75
SALES TAX 4.78
TOTAL \$68.53

XXXXXXXXXXXX7987 VISA
AUTH CODE 902095/5021487 TA
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 02 51249 07/02/2018 7922

RETURN POLICY DEFINITIONS
A 1 90 09/30/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 51900 07/02/18 04:25 PM
CASHIER AMANDA

084691225614 WX09X10006DS <A> 20.96
WX09X10006DS-3PRONG 4" 40AMP RNG CRD

SUBTOTAL 20.96
SALES TAX 1.57
TOTAL \$22.53
XXXXXXXXXXXX7987 VISA USD\$ 22.53

AUTH CODE 612052/5021516 TA
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 02 51900 07/02/2018 7922

RETURN POLICY DEFINITIONS
A 1 90 09/30/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 51108 07/02/18 08:34 AM
CASHIER AMANDA

000346436310 SPIRAL BIT <A> 2.97
BOSCH FAST SPIRAL 1/4" X 4" X 6" 092097352032 1/4X1/2HMRST <A> 10.62
HAMMER SET 1/4X1-1/2, 15 PK

SUBTOTAL 13.59
SALES TAX 1.02
TOTAL \$14.61

XXXXXX7987 VISA AUTH CODE 802053/5021481 USD\$ 14.61
TA Chip Read

AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00 *MAT-Release*

P.O.#/JOB NAME: PARK SOUTH



3703 02 51108 07/02/2018 7922

RETURN POLICY DEFINITIONS

POLICY ID 1 DAYS POLICY EXPIRES ON
A 1 90 09/30/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 56180 07/06/18 08:57 AM
CASHIER MELODY

081099000362 5/8 DRYWALL <A>
3010.87 764666105225 15/8FNDWSC1# <A> 32.61
751361004557 STL TRACK <A> 4.57
1005.87 092097241305 TAPCON 1/4 <A> 58.70
TAPCON 1/4X2-3/4 HEX HEAD, 8 PK.
092097112575 TAPCON BIT <A> 4.48
TAPCON DRILL BIT 3/16X3-1/2, SGL CT
887480010329 PAN HEAD <A> 6.24
#8X1/2" PAN HD SMS SELF DRILLING

SUBTOTAL 112.14
SALES TAX 8.41
TOTAL \$120.55

XXXXXX7987 VISA AUTH CODE 806075/1021669 USD\$ 120.55
Chip Read *SHAF* FOR DRYER TA
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00 *CITY Requirement*

P.O.#/JOB NAME: PARK SOUTH



3703 02 56180 07/06/2018 6266

RETURN POLICY DEFINITIONS

POLICY ID 1 DAYS POLICY EXPIRES ON
A 1 90 10/04/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 58863 07/08/18 12:15 PM
CASHIER MELODY

046396004451 PW NOZZLE <A> 29.97
PW CHANGEOVER NOZZLE
051115091681 3MLNGMSK2"6P <A>
SCOTCHBLUE 1.88" 2090 6PK
2@35.53 71.06
030192940051 MINSPIRITSQT <A> 7.28
KS ODORLESS MINERAL SPIRITS QT

SUBTOTAL 108.31
SALES TAX 8.12
TOTAL \$116.43
XXXXXXXXXXXX7987 VISA

AUTH CODE 218061/9021747 USD\$ 116.43
Chip Read TA
AID A00000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH
PAINT MATERIAL EXTERIOR



3703 02 58863 07/08/2018 7094

RETURN POLICY DEFINITIONS
POLICY ID: DAYS POLICY EXPIRES ON
A 1 90 10/06/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00011 02276 07/09/18 03:08 PM
CASHIER MARIE
* ORIG REC: 3703 002 56180 07/06/18 TA *

751361004557 STL TRACK	
50-5.87	-29.35
SUBTOTAL	-29.35
SALES TAX	-2.21
TOTAL	-\$31.56
XXXXXXXXXXXX7987 VISA	-31.56
INVOICE 8114008	TA

REFUND-CUSTOMER COPY

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
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HOME DEPOT GIFT CARD!**

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Complete our short survey and
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**PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!**

Comparta Su Opinión! Complete la breve
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www.homedepot.com/survey

**User ID:
XGO 8544 4852**

**Password:
18359 4841**

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00011 02334 07/09/18 03:41 PM
CASHIER LAURA
* ORIG REC: 3703 059 39020 07/09/18 TA *

041193461391 PLATE	-0.96
041193460745 PLATE	-3.77
041193460561 FLANGE	
20-3.27	-6.54
SUBTOTAL	-11.27
SALES TAX	-0.85
TOTAL	-\$12.12
XXXXXXXXXXXX7987 VISA	-12.12
INVOICE 8114011	TA

REFUND-CUSTOMER COPY

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**PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!**

Comparta Su Opinión! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

www.homedepot.com/survey

**User ID:
XGO 8660 4968**

**Password:
18359 4957**

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00002 60240 07/09/18 11:21 AM
CASHIER SHANETTE

788594730182 CAPWHITE867 <A>
FRP/TILE CAP-WHITE 8' 292.68 5.36
788594710184 ISCWHITE854 <A>
FRP/TILE INSIDE CORNER-WHITE 8' 2.28
788594490185 4X8 W-PANEL <A> 0.90 24.97
0.90 FRP WALL PANEL 4X8 WHITE
079340648869 LOCPGCAP9Z <A> 3.55
LOCTITE POWER GRAB EXP ALL PURP 9 OZ
SUBTOTAL 36.16
SALES TAX 2.71
TOTAL \$38.87

XXXXXXXXXX7987 VISA AUTH CODE 119012/8021793
Chip Read AID A0000000031010
TVR 8080008000 IAD 06010A03602000
IAD 06010A03602000 TSI 6800
TSI 6800 ARC 00
ARC 00

P.O.#/JOB NAME: PARKSOUTH



3703 02 60240 07/09/2018 9649

RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS POLICY EXPIRES ON
A 1 90 10/07/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

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READY IN LESS THAN 2 HOURS!



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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00059 39020 07/09/18 03:19 PM
SELF CHECK OUT

041072040556 TOUCH UP <A> 13.97
WALL ORNGPL QKDRY OILBASED 20 OZ
041193461391 PLATE <A> 0.96
1-1/2" C.P. F&C PLATE
041193460745 PLATE <A> 3.77
FLR & CEILING PLATE, 1"IPS BAGGED
041193460561 FLANGE <A>
3/8 IPS FLANGE
203.27 6.54

SUBTOTAL	25.24
SALES TAX	1.89
TOTAL	\$27.13

XXXXXXXXXX7987 VISA USD\$ 27.13
TA

AUTH CODE 519002/8590884
Chip Read
AID A0000000031010 Visa Credit
TVR 8080008000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARKSOUTH



3703 59 39020 07/09/2018 2667

RETURN POLICY DEFINITIONS
POLICY ID 1 DAYS POLICY EXPIRES ON
A 1 90 10/07/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

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3425 S BROADWAY
MINOT, ND 58701 (701)420-8400
STORE MANAGER JASON BARKER

3703 00067 01593 07/09/18 03:57 PM
SELF CHECK OUT

041193460561 FLANGE <A>
3/8 IPS FLANGE
303.27 9.81

SUBTOTAL 9.81
SALES TAX 0.74
TOTAL \$10.55

XXXXXXXXXXXX7987 VISA USD\$ 10.55
AUTH CODE 519075/8571693 TA

Chip Read
AID A0000000031010 Visa, Credit
TVR 8080006000
IAD 06010A03602000
TSI 6800
ARC 00

P.O.#/JOB NAME: PARK SOUTH



3703 67 01593 07/09/2018 7689

RETURN POLICY DEFINITIONS
POLICY ID: 1 DAYS POLICY EXPIRES ON
A 1 90 10/07/2018
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

SHERWIN-WILLIAMS.

MINOT Store 3380
508B 20TH AVE SW
MINOT, ND 58701 6437
(701)852-6373
Fax (701) 838-0171
www.sherwin-williams.com

SALE 8:14am
Tran # 0830-3 07/10/18
E22/11337 10
KARI PO# PARK SOUTH

GEHRTZ CONSTRUCTION SERVICES

Account XXXX-3972-9
Job 1 GEHRTZ CONSTRUCTION SERVICES
B111 To:
GEHRTZ CONSTRUCTION SERVICES
510 4TH AVE N
FARRO, ND 58102 4821
(701)297-0704

6509-55941 QUART A91W451
COLORTOGO SA EW 1.00 0 7.79 7.79
Color: SW7649 SILVERPLATE
6509-55941 QUART A91W451
COLORTOGO SA EW 1.00 0 7.79 7.79
Color: SW7659 GRAY CLOUDS

Order # 05016974303380
SUBTOTAL BEFORE TAX 15.58
7.500% SALES TAX: 1-355870100 1.17
TOTAL \$16.75

VISA -16.75

PARK SOUTH

EXTERIOR PAINT 108



SHERWIN-WILLIAMS.

MINOT Store 3380
 508B 20TH AVE SW
 MINOT ND 58701 6437
 (701)852-5373
 Fax (701) 838-0171
 www.sherwin-williams.com

SALE 8:15am
 Tran # 0831-1 07/10/18
 E77/11337 10
 MAROAH PO# PARK SOUTH

GEHRTZ CONSTRUCTION SERVICES

Account XXXX-3972-9
 Job 1 GEHRTZ CONSTRUCTION SERVICES
Bill To:
 GEHRTZ CONSTRUCTION SERVICES
 510 4TH AVE N
 FARGO, ND 58102 4B21
 (701)297-0704

6510-32724	GALLON	LX2W0050	
	LXN C&M PRIMER WH		
	1.00 0	37.35	37.35
<hr/>			<hr/>
SUBTOTAL BEFORE TAX			37.35
<hr/>			<hr/>
7.500% SALES TAX:1-355870100			2.80
<hr/>			<hr/>
TOTAL			\$40.15
<hr/>			<hr/>

VISA -40.15



SHERWIN-WILLIAMS.

MINOT Store 3380
 508B 20TH AVE SW
 MINOT ND 58701 6437
 (701)852-5373
 Fax (701) 838-0171
 www.sherwin-williams.com

SALE 12:45pm
 Tran # 0845-1 07/10/18
 E77/11337 10
 MAROAH PO# PARK SOUTH

GEHRTZ CONSTRUCTION SERVICES

Account XXXX-3972-9
 Job 1 GEHRTZ CONSTRUCTION SERVICES
Bill To:
 GEHRTZ CONSTRUCTION SERVICES
 510 4TH AVE N
 FARGO, ND 58102 4B21

6404-13720	GALLON	A80W1151	
	SPR EXT FL EXTRA		
*Sale Price	5.00 0	39.75	198.75
	Discount (\$)		-5.00
Color:	SW7658 GRAY CLOUDS		
Location:	238-C3		
Comments:	Pricing Accommodation		
6404-13738	5 GAL	A80W1151	
	SPR EXT FL EXTRA		
	5.00 0	38.75	193.75
Color:	SW7658 GRAY CLOUDS		
Location:	238-C3		
<hr/>			
Order # 0E0169766Q3380			
SUBTOTAL BEFORE TAX			387.50
<hr/>			<hr/>
7.500% SALES TAX:1-355870100			29.06
<hr/>			<hr/>
TOTAL			\$416.56
<hr/>			<hr/>
VISA			-416.56



Fargo Glass and Paint Co.

A FRIENDLY HOUSE

1811 20th Ave. SE Minot, ND 58702 PH: (701) 852-3576 FAX: (701) 852-0209 1572 Class A

Copy 1

Federal Tax ID: 45-0129600

P/O#:
Taken By: jmh
Installer:

Cust State Tax ID:
Cust Fed Tax ID:
Ship Via:

SalesRep: 015 Adv. Code:

Cash Sale: CM918806
Date: 7/11/2018
Time: 12:23 PM

Bill To: 130180

Sold To: 130180

GEHRTZ CONSTRUCTION SERV. INC.
510 4TH AVE N
FARGO, ND 58102

GEHRTZ CONSTRUCTION SERV. INC.
510 4TH AVE N
FARGO, ND 581024821

(701) 297-0704 Fax: (701) 280-9021

Qty	Part Number	Description	Sell	Total
1	MRCLCS-1/4 GL	(72" x 48") 1/4 GL MIRROR CLEAR CUT SIZE	\$188.94	\$188.94
1	GFSE-1/4 GL	2W 2L (72" x 48") SEAMED EDGES	\$12.00	\$12.00
1	ECBCCS-SC SILVER C	(72") SC Silver Chrome BOTTOM ECONOMY CHANNEL - 3/8 CUT SIZE	\$13.02	\$13.02
1	ECTCCS-SC SILVER C	(72") SC Silver Chrome S/L TOP ECONOMY CHANNEL - 5/8 CUT SIZE	\$10.85	\$10.85

FARGO GLASS & PAINT CO
1811 20TH AVE SE
MINOT, ND 58701
701-852-3576
27310054625102

Merchant ID: 27310054625102
Record Num.: 0001

CREDIT CARD _____ Hours _____ Date _____
Sale _____ Hours _____ Date _____

Application Label: Visa Credit

XXXXXXXXXX7987 Exp: XX/XX

AID: A0000000031010

VISA Entry Method: Contact I this order: VISA (\$240.77).

CHIP READ

ATC: 0084

AC: 810F677DE3E455E0

Total: USD\$ 240.77

07/11/18 12:24:40

Resp Code: 00

TVR: 000000000000
ISI: 6800

Inv#: 000001

Appr Code: 211142

Sub Total: \$224.81

Apprvd: Online

Batch#: 000610

Tax: \$15.96

RN Ref #:

588192626397352

Validation Code:

QMMJ

Rewards Program:

281446

VISA: \$240.77

THANK YOU!
PLEASE COME AGAIN!

CARDHOLDER COPY

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:
Essential Living LLC
PO Box 879
Minot, ND 58702

FROM CONTRACTOR:
DLC Construction

BID PACKAGE: **3A**

PROJECT:
Park South Renovation
Minot, ND

APPLICATION NO: **4-FINAL** Distribution to:

RECEIVED
PERIOD TO: *June 30 18*
JUL 20 2018 PROJECT NO: 16-017

Zerr Berg Arch.
Gehrtz Construction

CONTRACT DATE:

OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

VIA CONSTRUCTION MANAGER: Gehrtz Construction Services, Inc.
VIA ARCHITECT: Zerr Berg Architects, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
5. RETAINAGE:
 - a. **10** % of Completed Work
(Column D + E on G703)
 - b. **0** % of Stored Material
(Column F on G703)

\$ **103,000 00** ✓
\$ **0** ✓
\$ **103,000 00** ✓
\$ **103,000 00** ✓

- Total Retainage (Lines 5a + 5b or
Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ **0** ✓
\$ **103,000 -** ✓
\$ **92,700 -** ✓
\$ **10,300 00** ✓
\$ **0** ✓

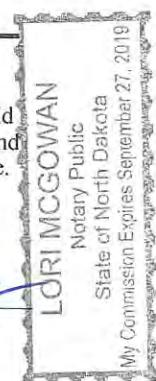
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Lori McGowan* Date: **7-18-18**

State of: **ND** Subscribed and sworn to before me this
Notary Public: **18** day of **July** 2018
My Commission expires: *Lori McGowan*

County of: **Ward**
18 day of **July** 2018



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ **10,300 -**

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

CONSTRUCTION MANAGER:

By: *Glenn* Date: **7-30-18**

ARCHITECT:

By: *BilB* Date: **7-31-18**

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

APPLICATION DATE:
PERIOD TO:
Initial

ARCHITECTS PROJECT NO.: 16-017

DLC Construction
4415 East Burdick Expressway, Minot ND 58701

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	Scheduled Value	WORK COMPLETED From Previous Applications	This Period	Materials Presently Stored (not in D/E)	Total Completed & Stored to Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	RETAINAGE (If variable rate)
	Footings and Foundation	\$8,170	\$8,170			\$8,170	100%		\$817.00
	Interior flatwork	\$9,920	\$9,920			\$9,920	100%		\$992.00
	Exterior flatwork	\$18,480	\$18,480			\$18,480	100%		\$1,848.00
	Elevator shaft excavation and waterproof	\$7,750	\$7,750			\$7,750	100%		\$775.00
	Foam insulation (Base Bid)	\$800	\$800			\$800	100%		\$80.00
	Demo	\$9,400	\$9,400			\$9,400	100%		\$940.00
	Excavation (Alt 2)	\$20,720	\$20,720			\$20,720	100%		\$2,072.00
	Waterproofing (Alt 2)	\$12,300	\$12,300			\$12,300	100%		\$1,230.00
	Foam (Alt 2)	\$8,200	\$8,200			\$8,200	100%		\$820.00
	Drain tile (Alt 2)	\$7,260	\$7,260			\$7,260	100%		\$726.00
	SUB TOTALS	\$103,000.00	\$103,000			\$103,000	100%		\$10,300.00

CONDITIONAL RELEASE OF LIEN

**FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER**

RECEIVED

1111 25 2010

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

The UNDERSIGNED, being duly sworn, states that (s)he is the
of DLC Constanza

with **Essential Living LLC** (Owner) for furnishing 3A / A1+ #2 (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of

(\$_____) and other good and valuable
consideration, the receipt of which is hereby acknowledged,
does hereby waive and release any and all liens or claims of
right of lien on the aforementioned property and
improvements thereon, and on monies or other consideration
due or to become due on account of labor or services,
materials, fixtures, or apparatus heretofore furnished, prior to
_____, 20_____, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of ten thousand three hundred dollars (\$10,300.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 103,000.00, and ACKNOWLEDGES RECEIPT of the total amount of \$ 94,700.00 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box.

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

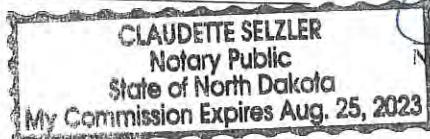
Signed this 23 day of July,
2016.

STATE OF: No)
COUNTY OF: Ward) S.S.

Signed and sworn to before me this 33rd day of July,
2018.

Authorized Signature

Title



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:
Essential Living LLC
PO Box 879
Minot, ND 58702

PROJECT: JUL 13 2018
Park South Renovation
Minot, ND
Zerr Berg Arch.
Gehrtz Construction

FROM CONTRACTOR:
Rolac Contracting, Inc.
PO Box 1872 Minot, ND 58702

BID PACKAGE: 6A

APPLICATION NO: 8 - FINAL

Distribution to:

OWNER

CONSTRUCTION

MANAGER

ARCHITECT

CONTRACTOR

PERIOD TO: 7/11/18

PROJECT NO: 16-017

CONTRACT DATE: 8/22/2017

VIA CONSTRUCTION MANAGER: Gehrtz Construction Services, Inc.

VIA ARCHITECT: Zerr Berg Architects, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 241,340.00
2. Net change by Change Orders	\$ 26,456.83
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 267,796.83
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 267,796.83
5. RETAINAGE:	
a. % of Completed Work (Column D + E on G703)	\$ _____
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 267,796.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 253,020.99
8. CURRENT PAYMENT DUE	\$ 14,775.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$26,456.83	
Total approved this Month		
TOTALS	\$26,456.83	
NET CHANGES by Change Order	\$26,456.83	

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

CONTRACTOR:

By:  Date: 7/11/18
State of: North Dakota County of: Ward
Subscribed and sworn to before me this 11th day of July 2018
Notary Public: 
My Commission expires: SHARLETTE MARCHANT
Notary Public

CERTIFICATE FOR PAYMENT

State of North Dakota
My Commission Expires Oct 19, 2018

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

AMOUNT CERTIFIED

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

CONSTRUCTION MANAGER:

By:  Date: 7/30/18

ARCHITECT:

By:  Date: 7/31/18

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

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

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

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

APPLICATION NO: 8
APPLICATION DATE: 7/11/18
PERIOD TO: 7/11/18
ARCHITECT'S PROJECT NO: 16-017

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	General Conditions	\$13,316.88	\$13,316.88			\$13,316.88	100.00%	\$0.00
2	Labor Allowance	\$4,881.25	\$4,881.25			\$4,881.25	100.00%	\$0.00
3	Demolition	\$74,744.14	\$73,358.14	\$1,386.00		\$74,744.14	100.00%	\$0.00
4	Steel, Misc. Metals, Metal Studs	\$66,150.31	\$66,150.31			\$66,150.31	100.00%	\$0.00
5	Rough Carpentry	\$59,436.79	\$59,436.79			\$59,436.79	100.00%	\$0.00
6	Thermal & Moisture Protection	\$8,770.63	\$8,770.63			\$8,770.63	100.00%	\$0.00
7	Alternate 3	\$14,040.00	\$13,984.65			\$13,984.65	99.61%	\$55.35
8	Change Order 1 - Window Blocking	\$3,335.00	\$3,335.00			\$3,335.00	100.00%	\$0.00
9	Change Order 2 - Conc. Wall Openings	\$8,363.00	\$8,363.00			\$8,363.00	100.00%	\$0.00
10	Change Order 3 - Labor Allowance	\$3,150.00	\$3,205.35			\$3,205.35	101.76%	(\$55.35)
11	Change Order 4 - 75 MH + Materials	\$5,270.53	\$5,270.53			\$5,270.53	100.00%	\$0.00
12	Change Order 5 - 92.5 MH	\$4,162.50	\$4,162.50			\$4,162.50	100.00%	
13	Change Order 6 - Rigid Insulation	\$2,175.80	\$2,175.80			\$2,175.80	100.00%	
	Retainage: 0							\$0.00
	GRAND TOTALS	\$267,796.83	\$266,410.83	\$1,386.00	\$0.00	\$267,796.83		\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONDITIONAL RELEASE OF LIEN

FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

RECEIVED
11/13/2018

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

COMPANY NAME AND ADDRESS:

ROLAC CONTRACTING, INC.
Zentberg Arch.
TIHZ Construction
PO Box 1872
MINOT, ND 58702

The UNDERSIGNED, being duly sworn, states that (s)he is the PROJECT MANAGER (Position) of ROLAC CONTRACTING, INC. (Company) who has a contract with Essential Living LLC (Owner) for furnishing GENERAL CONSTRUCTION & DEMOLITION (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY FIVE AND 84/100 (\$14,775.84) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to JULY 11th, 20 18, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of (\$) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 267,796.83, and ACKNOWLEDGES RECEIPT of the total amount of \$ 253,020.19 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box.

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 11th day of JULY,
20 18.

Authorized Signature

STATE OF: ND)
COUNTY OF: Ward) S.S.
)

Signed and sworn to before me this 11 day of

July, 20 18.

SHARLOTTE MARCHANT
Notary Public
State of North Dakota
My Commission Expires Oct. 19, 2018

Title

TIHZ18A

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

RECEIVED

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 2 PAGES

TO OWNER:
 Essential Living LLC
 PO Box 879
 Minot, ND 58702

FROM CONTRACTOR: **Hight Construction LLC**

PROJECT:
 Park South Renovation
 Minot, ND

JUL 16 2018
 Zerr Berg Arch.
 Gehrtz Construction

APPLICATION NO: 9 - FINAL

PERIOD TO: 7/31/18
 PROJECT NO: 16-017

CONTRACT DATE:

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

BID PACKAGE: 6D & 6D ALT 3A

VIA CONSTRUCTION MANAGER: Gehrtz Construction Services, Inc.

VIA ARCHITECT: Zerr Berg Architects, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

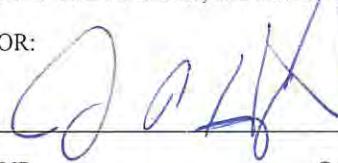
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 170,675.00
2. Net change by Change Orders	\$ 3,780.56
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 174,455.56
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 174,455.56
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$ 0.00
b. % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$ 174,455.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 157,010.00
8. CURRENT PAYMENT DUE	\$ 17,445.56
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,812.37	
Total approved this Month	\$968.19	
TOTALS	\$3,780.56	
NET CHANGES by Change Order		\$3,780.56

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

CONTRACTOR:

By: 

Date: 7/11/18

State of: ND

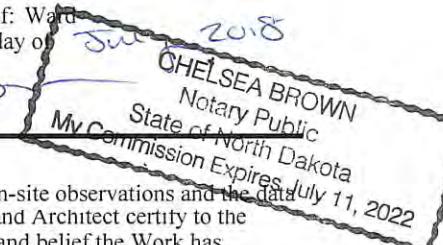
Subscribed and sworn to before me this

Notary Public: Chelsea Brown

My Commission expires: 07/11/2022

County of: Ward

day of July 2018



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 17,445.56

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

CONSTRUCTION MANAGER:

By: 

Date: 7-30-18

ARCHITECT:

By: 

Date: 7-31-18

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

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

RECEIVED

CONDITIONAL RELEASE OF LIEN

JUL 16 2018

Zerr Berg Arch.
Gehrtz Construction

**FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER**

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

The UNDERSIGNED, being duly sworn, states that (s)he is the _____
of _____ Hight Construction, LLC _____ (Position)
with Essential Living LLC (Owner) for furnishing _____ Construction _____ (Company) who has a contract
for the above referenced project. _____ (type of work)

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of
(\$ _____) and other good and valuable
consideration, the receipt of which is hereby acknowledged,
does hereby waive and release any and all liens or claims of
right of lien on the aforementioned property and
improvements thereon, and on monies or other consideration
due or to become due on account of labor or services,
materials, fixtures, or apparatus heretofore furnished, prior to
July 31, 2018, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of
Seventeen thousand, four hundred forty five and 56/100
(\$ 17,445.56) and other good and valuable
consideration, the receipt of which is hereby acknowledged,
does hereby waive and release any and all liens or claims of
right of lien on the aforementioned property and
improvements thereon, and on monies or other consideration
due or to become due on account of labor or services,
materials, fixtures, or apparatus heretofore furnished, or
which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is
\$ 174,455.56, and ACKNOWLEDGES RECEIPT of the total amount of \$ 95,158.80 **ALL previous requests
for payments**, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said
remittance in the above amount **ONLY IF** checked in the following box. X

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums
are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be
paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim
or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the
account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with
contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this
instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 11th day of July, 2018.

Authorized Signature

President

Title

TIHZ18A

STATE OF: ND)
) S.S.
COUNTY OF: Ward)

Signed and sworn to before me this 11 day of

Notary Public

CHELSEA BROWN
Notary Public
State of North Dakota
My Commission Expires July 11, 2022

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:
Essential Living LLC
PO Box 879
Minot, ND 58702

FROM CONTRACTOR:

Lynelle Home Imp
1805 23rd ST S
Minot, ND 58701
BID PACKAGE: 7E

PROJECT:
Park South Renovation
Minot, ND

RECEIVED APPLICATION NO: 5-FINAL Distribution to:

Jul 23 2018
Zerr Berg Arch.
Gehrtz Construction

PERIOD TO: 7/17/18
PROJECT NO: 16-017

CONTRACT DATE: 8/22/17

OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

VIA CONSTRUCTION MANAGER: Gehrtz Construction Services, Inc.
VIA ARCHITECT: Zerr Berg Architects, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
5. RETAINAGE:
 - a. 6 % of Completed Work
(Column D + E on G703)
 - b. % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 114,443.00 ✓
\$ ✓
\$ 114,443.00 ✓
\$ 114,443.00 ✓

\$ ✓
\$ 114,443.00 ✓
\$ 108,720.85 ✓
dw \$ 5122.15 ✓
\$ ✓

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

CONTRACTOR:

By: Lynelle Home Imp Date: 7/17/18
State of: ND County of: Olney
Subscribed and sworn to before me this 17 day of July 2018
Notary Public: Kylah Lemke My Commission expires: July 1, 2020

KYLAH LEMKE
Notary Public
State of North Dakota
My Commission Expires July 1, 2020

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 5,122.15

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

CONSTRUCTION MANAGER:

By: Scammons Date: 7-30-18

ARCHITECT:

By: BACB Date: 7-31-18

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$0.00	

CONDITIONAL RELEASE OF LIEN

FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

The UNDERSIGNED, being duly sworn, states that (s)he is the Lemke Home Improvements, Inc. (Position) of Essential Living LLC (Company) who has a contract with Essential Living LLC (Owner) for furnishing Metal Panel (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of (\$ 144,443.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to 20, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of five thousand five hundred twenty two & 29/100 (\$ 5,522.25) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 144,443.00, and ACKNOWLEDGES RECEIPT of the total amount of \$ 144,443.10 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount ONLY IF checked in the following box. X

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 17 day of JULY,
20 18.

Authorized Signature

Kylah Lemke
Office Admin

Title

STATE OF: MN)
COUNTY OF: Clay) S.S.

Signed and sworn to before me this 17 day of
July, 20 18.

Notary Public



To: GEHRTZ CONSTRUCTION SERV.
INC
510 4TH AVE N
FARGO, ND 58102

Project: PARK SOUTH RENOVATION
MINOT, ND 58701

Application No: 4

Distribution to:

From: FARGO GLASS & PAINT CO
PO BOX 1287
MINOT, ND 58702

App. Date: July 24, 2018

OWNER
 CONSTRUCTION MGR.
 ARCHITECT
 CONTRACTOR
 OTHER

8E

Contract For: 084313,087100,088000,088300

Construction Manager:

Period to: July 24, 2018

Project No: 16-017

Contract Date: August 22, 2017

Architect:

JUL 26 2018

RECEIVED

APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

82,113.00

2. Net Change By Change Orders

3,493.00

3. CONTRACT SUM TO DATE

85,606.00

4. TOTAL COMPLETED AND STORED TO DATE

85,606.00

5. RETAINAGE:

a. 10% of Completed Work

8,560.60

b. of Stored Material

0.00

TOTAL RETAINAGE

8,560.60

6. TOTAL EARNED LESS RETAINAGE

77,045.40

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

67,500.00

8. CURRENT PAYMENT DUE

9,545.40

9. BALANCE TO FINISH, INCLUDING RETAINAGE

8,560.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approval this Month	4,242.00	749.00
TOTALS	\$ 4,242.00	\$ 749.00
NET CHANGES by Change Order		\$ 3,493.00

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

CONTRACTOR: FARGO GLASS & PAINT CO

By: Mike Common
MIKE COMMON

Date: 7-24-2018

State of: North Dakota

County of: Ward

Subscribed and sworn before me this 24th day of July, 2018
MIKE COMMON personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Cheryl Walker My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED 9,545.40

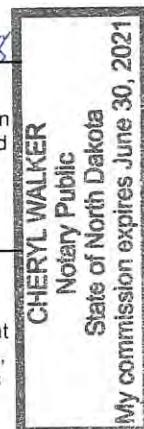
CONSTRUCTION MANAGER:

By: James Date: 7-30-18

ARCHITECT:

By: BBCB Date: 7-31-18

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



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

Application No: 4

App. Date: July 24, 2018

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

Period to: July 24, 2018

Project No: 16-017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	084313 - ALUMINUM STOREFRONTS	36,115.00	34,669.00	1,446.00	0.00	36,115.00	100.00	0.00	3,611.50
2	087100- DOOR HARDWARE	12,500.00	11,000.00	1,500.00	0.00	12,500.00	100.00	0.00	1,250.00
3	088000 - GLAZING	22,480.00	21,331.00	1,149.00	0.00	22,480.00	100.00	0.00	2,248.00
4	088300 - MIRRORS	11,018.00	8,000.00	3,018.00	0.00	11,018.00	100.00	0.00	1,101.80
5	CCO #001 CE-31	3,493.00	0.00	3,493.00	0.00	3,493.00	100.00	0.00	349.30
6									
7									
8									
9									
10									

GRAND TOTAL:	85,606.00	75,000.00	10,606.00	0.00	85,606.00	100.00	0.00	8,560.60
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A=Line Item Number

B=Brief Item Description

C=Total Value of Item

D=Total of D and E From Previous Application(s) (If Any)

E=Total Work Completed For This Application

F=Materials Purchased and Stored for Project

G=Total of All Work Completed and Materials Stored for Project

H=Remaining Balance of Amount to Finish

I=Amount Withheld from G

CONDITIONAL RELEASE OF LIEN

**FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER**

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

The UNDERSIGNED, being duly sworn, states that (s)he is the Assistant Manager (Position) of Fargo Glass & Paint Co (Company) who has a contract with Essential Living LLC (Owner) for furnishing Alum Storefront, Door Hrdw, Glazing, & Mirrors (type of work) for the above referenced project.

PARTIAL PAYMENT

The **UNDERSIGNED**, for and in consideration of the sum of
nine thousand five hundred fourty five dollars and fourty cents

(\$ 9,545.40) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to , 20 , excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of

(\$) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 85,606.00, and ACKNOWLEDGES RECEIPT of the total amount of \$ 67,500.00 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box. X

The **UNDERSIGNED** respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 24 day of JULY,
2018.

W.L.B.
Authorized Signature

ASSISTANT Manager
Title

COUNTY OF: Ward)

Signed and sworn to before me this 24 day of
July, 2018.

Cheryl Wallan
Notary Public

Notary Public

THZ18A

CHERYL WALKER

Notary Public

State of North Dakota

My commission expires June 30, 2021

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

RECEIVED

CONSTRUCTION MANAGER-ADVISER EDITION

JUL 24 2018

PAGE ONE OF PAGES

TO OWNER:
 Essential Living LLC
 PO Box 879
 Minot, ND 58702

FROM CONTRACTOR:

JMC Acoustics
 1781 Robin St
 Pahrump, NV 89060

BID PACKAGE: 09500 Acoustic Ceilings

QE

PROJECT:
 Park South Renovation
 Minot, ND

Zerr Berg Arch.
 Gehrtz Construction

X 5-FINAL

PERIOD TO: 7.31.2018
 PROJECT NO: 16-017

CONTRACT DATE: 8/22/17

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 84,645.00
2. Net change by Change Orders	\$ 5,587.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 90,232.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 90,232.96
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ _____
b. 10 % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 90,232.96
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 85,721.00
8. CURRENT PAYMENT DUE	\$ 4,511.96
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 5,587.96	\$ 0.00
		\$ 0.00
Total approved this Month		\$ 0.00
TOTALS	\$ 5,587.96	\$ 0.00
NET CHANGES by Change Order		\$ 5,587.96

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

CONTRACTOR:

By:

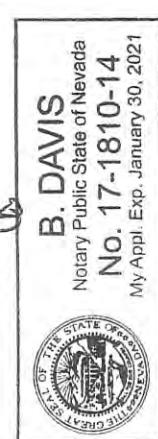


7-19-2018

Date:

State of: Nevada
 Subscribed and sworn to before me this
 Notary Public: B. Davis
 My Commission expires: 01/30/18

County of: NV
 day of 7/19/18



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 4,511.96

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

CONSTRUCTION MANAGER:

By:



7-30-18

ARCHITECT:

By:



7-31-18

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

CONDITIONAL RELEASE OF LIEN

**FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER**

RECEIVED
JUL 24 2010
LIBRARY

PROJECT NAME AND ADDRESS:

Park South Renovation

**Essential Living LLC
PO Box 879
Minot, ND 58702**

Proj. No. 16-017

COMPANY NAME AND ADDRESS: Gehritz Construction

JMC Acoustics
1781 Robin St
Pahrump, NV 89060

The UNDERSIGNED, being duly sworn, states that (s)he is the President of JMC Acoustics who has a contract with Essential Living LLC (Owner) for furnishing Acoustic Ceilings for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of

(\$) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to January 31, 2018, excluding retention.

FINAL PAYMENT

The **UNDERSIGNED**, for and in consideration of the sum of Four Thousand Five Hundred Eleven Dollars and Ninety Six cents (\$ 4,511.96) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$90,232.96 and ACKNOWLEDGES RECEIPT of the total amount of \$85,721.00 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box. X

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 20th day of July, 2018.

STATE OF: Nevada)
COUNTY OF: Nye) S.S.

Signed and sworn to before me this 20 day of

Notary Public

TIHZ18A



FRANCINE K. WOOD
Notary Public State of Nevada
Certificate No: 16-2749-14
My Appt. Exp. May 12, 2020

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

TO OWNER:

Essential Living LLC
PO Box 879
Minot, ND 58702

FROM CONTRACTOR:

STC Flooring
2512 W Main Ave West Fargo, ND 58078
BID PACKAGE: 9G

PROJECT:

Park South Renovation
Minot, ND

RECEIVED

JUL 17 2018
Zerr Berg Arch.
Gehrtz Construction

APPLICATION NO: FINAL

5 Distribution to:

OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO: _____

PROJECT NO: 16-017

CONTRACT DATE:

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

Gehrtz Construction Services, Inc.
Zerr Berg Architects, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
5. RETAINAGE:

a. 10 % of Completed Work
(Column D + E on G703)
b. 10 % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

dw	461 49	\$ 107,985.00	✓
	461 49	\$ -1,975.50	
	108,446 49	\$ -109,960.50	
	108,446 49	\$ -109,960.50	
	\$ 0.00	✓	
	108,446 49	\$ -109,960.50	
	9,482 04	\$ 98,964.45	✓
	9,482 04	\$ -10,996.05	
	\$ 0.00	✓	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,975.50	
Total approved this Month	CO #2	(1,514.01)
TOTALS	\$1,975.50	(1,514.01)
NET CHANGES by Change Order	-\$1,975.50	461 49

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

CONTRACTOR:

By:

Date:

State of: North Dakota
Subscribed and sworn to before me this
Notary Public: *Natalie C. Schaleben*
My Commission expires: 12/8/2021

County of: Cass
day of July 2018

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 9,482.04

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

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

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

NATALIE C. SCHALEBEN
Notary Public
State of North Dakota
My Commission Expires Dec. 8, 2021

CONDITIONAL RELEASE OF LIEN

FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

PROJECT NAME AND ADDRESS:

Park South Renovation
Minot, ND

Owner:
Essential Living LLC
PO Box 879
Minot, ND 58702

The UNDERSIGNED, being duly sworn, states that (s)he is the

of STC FLOORING

with Highlander Office Park, LLC (Owner) for furnishing Floor Covering (type of work) for the above referenced project.

COMPANY NAME AND ADDRESS:

STC FLOORING

2512 WEST MAIN AVE
WEST FARGO, ND 58078

RECEIVED
Zerr Berg
Cedarz Constr
11/18

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of (\$ 10,991.05) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to 20, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of Ten Thousand Nine Hundred Ninety-Six ^{05/100} (\$ 10,991.05) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 109,960.50, and ACKNOWLEDGES RECEIPT of the total amount of \$ 98,964.45 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box.

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 12th day of July,
20 18.

Authorized Signature

President

Title

STATE OF: N. D.

COUNTY OF: CASS

NATALIE C. SCHALEBEN

Notary Public

State of North Dakota

My Commission Expires Dec. 8, 2021

Signed and sworn to before me this 12th day of

July, 20 18.

Natalie C. Jr
Notary Public

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

PAGE 1 OF 2 PAGES

TO OWNER: Essentia Living LLC
PO Box 879
Minot, ND 58702

PROJECT: Park South Renovation
Minot, ND

APPLICATION NO: Retainage - 2

Distribution to:
 OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

Construction Supply, Inc.
2410 5th Ave North
Fargo, ND 58102

RECEIVED

JUL 16 2018

PERIOD TO: 01/00/00
PROJECT NO: 16-017

CONTRACT DATE: 8/23/17

CONTRACT FOR: 10

VIA CONSTRUCTION MANAGER: Zerr Berg Architects, Inc
VIA ARCHITECT: Zerr Berg Architects, Inc

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 ± 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)

\$ 13,148.00 ✓
\$ 836.35 ✓
\$ 13,984.35 ✓
\$ 13,984.35 ✓

5. RETAINAGE:
 - a. 0% % of Completed Work
(Column D + E on G703)
 - b. % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)
\$ 0.00 ✓
\$ 13,984.35 ✓
\$ 12,585.92
dw 13,184 - \$ 836.35 \$ 1,398.43

6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$0.00
TOTALS	\$836.35	\$0.00
NET CHANGES by Change Order		\$836.35

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

CONTRACTOR: Construction Supply, Inc.

By: 

Date: July 11th 2018

State of: North Dakota County of: Cass
Subscribed and sworn to before me this 11th day of July 2018

ANGELA MAESSE
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
October 27, 2021

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 836.35

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

CONSTRUCTION MANAGER:

By: 

Date: 7-30-18

ARCHITECT:

By: 

Date: 7-31-18

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: Retainage

APPLICATION DATE: 07/11/18

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
10155	Toilet Partitions	2,280.08	2,052.08	228.00	0.00	\$2,280.08	100.00%	\$0.00	\$0.00
10800	Toilet Accessories	6,255.43	5,629.89	625.54	0.00	\$6,255.43	100.00%	\$0.00	\$0.00
10520	Fire Protection	1,739.34	1,565.41	173.93	0.00	\$1,739.34	100.00%	(\$0.00)	\$0.00
10550	Postal Specialties	2,873.15	2,585.83	287.32	0.00	\$2,873.15	100.00%	\$0.00	\$0.00
10520	CO#1 Add'l Fire Protection	836.35	752.71	83.64	0.00	\$836.35	100.00%	\$0.00	\$0.00
TOTALS		13,984.35	12,585.92	1,398.43	0.00	\$13,984.35	100.00%	(\$0.00)	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONDITIONAL RELEASE OF LIEN

FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

COMPANY NAME AND ADDRESS:

Construction Supply, Inc.

2410 5th Avenue N

Fargo, ND 58102

The UNDERSIGNED, being duly sworn, states that (s)he is the Controller (Position) of Construction Supply, Inc. (Company) who has a contract with Essential Living LLC (Owner) for furnishing Fire Protection (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of (\$) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to , 20 , excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of Eight Hundred Thirty Six and 35/100 (\$ 836.35) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 13,148.00, and ACKNOWLEDGES RECEIPT of the total amount of \$ 836.35 **ALL previous requests for payments**, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box. X

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 27 day of July,
2018.

Alissa Vinson

Authorized Signature

Controller
Title

STATE OF: North Dakota)
COUNTY OF: Cass) S.S.

Signed and sworn to before me this 27 day of
July, 2018.

Angela Maesse
Notary Public

TIHZ18A

ANGELA MAESSE
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
October 27, 2021

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

RECEIVED

TO OWNER:

Essential Living LLC

PO Box 879

Minot, ND 58702

FROM CONTRACTOR:

Connole & Somerville
1415 21st Ave NW
Minot, ND 58703

BID PACKAGE: Ventilation & HVAC

23

PROJECT:

Park South Renovation

Minot, ND

JUL 19 2018

Zerr Berg Arch.
Gehrtz Construction

* Retainage

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF PAGES

APPLICATION NO: 11-FINAL Distribution to:

OWNER
 CONSTRUCTION
 MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO: July 2018

PROJECT NO: 16-017

CONTRACT DATE: 8-22-17

VIA CONSTRUCTION MANAGER: Gehrtz Construction Services, Inc.
 VIA ARCHITECT: Zerr Berg Architects, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- ORIGINAL CONTRACT SUM
- Net change by Change Orders
- CONTRACT SUM TO DATE (Line 1 ± 2)
- TOTAL COMPLETED & STORED TO DATE (Column G on G703)
- RETAINAGE:
 - 10 % of Completed Work (Column D + E on G703)
 - % of Stored Material (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)
- TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
- CURRENT PAYMENT DUE
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 208,065.00
 \$ 0
 \$ 208,065.00
 \$ 208,065.00

\$ 0
 \$ 208,065.00
 \$ 187,259.50
 \$ 20,806.50

\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By: 

Date: 7-16-18

State of: North Dakota
 Subscribed and sworn to before me this
 Notary Public: July 16, 2018
 My Commission expires: November 8, 2019

County of: Minot
 day of: July
 Notary Public
 State of North Dakota
 My Commission Expires November 8, 2019

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 20,806.50

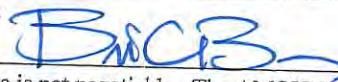
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: 

Date: 7-30-18

ARCHITECT:

By: 

Date: 7-31-18

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

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

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

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

APPLICATION NO:
APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO: 16-017

11
July 2013
July 2013

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Hvac/ventilation	208,065.00	208,065.00	Ø	Ø	208,065.00	100%	Ø
	GRAND TOTALS	208,065.00	208,065.00	Ø	Ø	208,065.00	100%	Ø

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONDITIONAL RELEASE OF LIEN

RECEIVED FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

III 19 2019

PROJECT NAME AND ADDRESS:
Zen Berg Apartments
Gehrtz Construction
Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

The UNDERSIGNED, being duly sworn, states that (s)he is the Office Administrator (Position) of Connie + Somerville (Company) who has a contract with **Essential Living LLC** (Owner) for furnishing Ventilation + HVAC (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of
consideration, the receipt of which is hereby acknowledged,
does hereby waive and release any and all liens or claims of
right of lien on the aforementioned property and
improvements thereon, and on monies or other consideration
due or to become due on account of labor or services,
materials, fixtures, or apparatus heretofore furnished, prior to
including retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of Twenty thousand eight hundred six & 50/100 (\$ 20,806.50) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ _____, and ACKNOWLEDGES RECEIPT of the total amount of \$ _____ **ALL previous requests for payments**, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box.

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 16 day of July,
2013.

Authorized Signature

Title

STATE OF:	North Dakota	JENNIFER WATSON
COUNTY OF:	Ward	Notary Public
		State of North Dakota
		My Commission Expires November 8, 2019

Signed and sworn to before me this 8th day of July, 2018.

Notary Public

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMA

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 3 PAGES

TO OWNER:
Essential Living LLC
PO Box 879
Minot, ND 58702

FROM CONTRACTOR:
MAIN ELECTRIC CONSTRUCTION, INC.
P.O. BOX 936, MINOT, ND 58702
BID PACKAGE: 26-ELECTRICAL

PROJECT:
Park South Renovation
Minot, ND

RECEIVED

JUL 23 2018

Zerr Berg Arch.
Gehrtz Construction

VIA CONSTRUCTION MANAGER: Gehrtz Construction Services, Inc.
VIA ARCHITECT: Zerr Berg Architects, Inc.

APPLICATION NO: 10-FINAL

Distribution to:

OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 7/31/2018

PROJECT NO: 16-017

CONTRACT DATE: 10/05/2017

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM dw 381,010- \$ 387,100.00
2. Net change by Change Orders \$ 51,328.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 438,338.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 438,338.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ -0- ✓
 - b. % of Stored Material (Column F on G703) \$ _____
6. Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ -0- ✓
7. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 438,338.00
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 380,146.95
9. CURRENT PAYMENT DUE \$ 58,191.05
10. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ _____

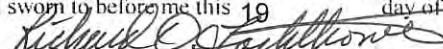
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	42,900.00	
Total approved this Month	8,428.00	
TOTALS	51,328.00	
NET CHANGES by Change Order	\$0.00	51,328.00

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

CONTRACTOR: MAIN ELECTRIC CONSTRUCTION, INC.

By:  Date: 7/19/2018

DAVID HENDERSHOT, PRES

State of: NORTH DAKOTA County of: _____
Subscribed and sworn to before me this 19 day of JULY, 2018
Notary Public: 
My Commission expires: _____

RICHARD O LOCHTHOWE

Notary Public

State of North Dakota
My Commission Expires Oct 1, 2021

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 58,191.05

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

CONSTRUCTION MANAGER:

By:  Date: 7-30-18

ARCHITECT:

By:  Date: 7-31-18

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

Application and Certificate For Payment -- page 2

To: GEHRTZ CONSTRUCTION SERVICES
 From (Subcontractor): MAIN ELECTRIC CONSTRUCTION INC
 Project: PARK SOUTH RENOVATION

Application No: 10
 Period To: 07/31/18
 Contractor's Job Number: 37950

Date: 07/17/18

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
001	BASE BID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
002	PERMITS	2,000.00	1,000.00	1,000.00	0.00	2,000.00	100.00	0.00	0.00	
003	DEMOLITION	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	0.00	
004	FEEDERS	110,400.00	110,400.00	0.00	0.00	110,400.00	100.00	0.00	0.00	
005	SWITCH GEAR	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00	0.00	0.00	
006	BRANCH WIRING	89,500.00	89,500.00	0.00	0.00	89,500.00	100.00	0.00	0.00	
007	FIXTURES	61,365.00	61,365.00	0.00	0.00	61,365.00	100.00	0.00	0.00	
009	FIRE ALARM & RESCUE ASSISTANCE	47,500.00	47,500.00	0.00	0.00	47,500.00	100.00	0.00	0.00	
010	ALLOWANCE	5,000.00	0.00	5,000.00	0.00	5,000.00	100.00	0.00	0.00	
012	ALT NO. 2 ADD GFCI RECPT ADD GFCI RECPT AND CIRCUIT FOR SUMP PUMP	420.00	420.00	0.00	0.00	420.00	100.00	0.00	0.00	
013	ALT NO. 7 INSTALL 4 LIGHT POST	15,245.00	13,720.50	1,524.50	0.00	15,245.00	100.00	0.00	0.00	
014	ALT NO. 9 REPL 5 ELECTRICAL PN	19,580.00	19,580.00	0.00	0.00	19,580.00	100.00	0.00	0.00	
015	PANEL BB FEEDER CHANGE Billing Total	4,755.00	4,755.00	0.00	0.00	4,755.00	100.00	0.00	0.00	
016	PANEL L1	1,375.00	1,375.00	0.00	0.00	1,375.00	100.00	0.00	0.00	
017	CE-10 REPLACE SWITCHES Billing Total	13,315.00	13,315.00	0.00	0.00	13,315.00	100.00	0.00	0.00	
018	UNIT 205 ADDITIONAL WORK Billing Total	460.00	460.00	0.00	0.00	460.00	100.00	0.00	0.00	
019	CE-18 REPLACE BROKEN DEVICES Billing Total	6,910.00	6,910.00	0.00	0.00	6,910.00	100.00	0.00	0.00	
020	CE-18 MOVE DEVICES FOR FRIDGES Billing Total	1,145.00	1,145.00	0.00	0.00	1,145.00	100.00	0.00	0.00	
021	ADD POWER FOR ADD'L SPLIT A/C Billing Total	1,975.00	1,975.00	0.00	0.00	1,975.00	100.00	0.00	0.00	
022	CE-18 CONNECT BATH EXH FANS Billing Total	2,315.00	2,315.00	0.00	0.00	2,315.00	100.00	0.00	0.00	
023	REPLACE WIREMOLD PER INSPECTIO Billing Total	5,475.00	5,475.00	0.00	0.00	5,475.00	100.00	0.00	0.00	
024	ADD'L OUTLET IN RM 214A Billing Total	350.00	350.00	0.00	0.00	350.00	100.00	0.00	0.00	
025	ADD/REPLACE SWS IN HALLWAYS Billing Total	2,055.00	2,055.00	0.00	0.00	2,055.00	100.00	0.00	0.00	
026	ADD PHONE/DATA FOR CHAIR LIFT Billing Total	1,280.00	1,280.00	0.00	0.00	1,280.00	100.00	0.00	0.00	
027	POWER AND DATA FOR ATM Billing Total	460.00	460.00	0.00	0.00	460.00	100.00	0.00	0.00	
028	UNIT 310 RECEPTS ON NEW COUNTS Billing Total	1,030.00	1,030.00	0.00	0.00	1,030.00	100.00	0.00	0.00	

Application and Certificate For Payment -- page 3

To: GEHRTZ CONSTRUCTION SERVICES
From (Subcontractor): MAIN ELECTRIC CONSTRUCTION INC
Project: PARK SOUTH RENOVATION

Application No: 10
Period To: 07/31/18
Contractor's Job Number: 37950

Date: 07/17/18

Item Number	Description	Work Completed			Materials Presently Stored	Completed and Stored to Date	% Balance to Finish	Retention	Memo
		Scheduled Value	Previous Application	This Period					
029	POWER FOR MEDIA CENTERS Billing Total	8,428.00	0.00	8,428.00	0.00	8,428.00	100.00	0.00	0.00
	Application Total	438,338.00	422,385.50	15,952.50	0.00	438,338.00	100.00	0.00	0.00

CONDITIONAL RELEASE OF LIEN

**FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER**

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

COMPANY NAME AND ADDRESS:

MAIN ELECTRIC CONSTRUCTION, INC.

2626 VALLEY ST., P.O. BOX 936

MINOT, ND 58702-0936

The UNDERSIGNED, being duly sworn, states that (s)he is the
of MAIN ELECTRIC CONSTRUCTION, INC.
with Essential Living LLC (Owner) for furnishing 26 ELE
for the above referenced project.

PRESIDENT (Position)

—(Company) who has a contract

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of
(\$) and other good and valuable
consideration, the receipt of which is hereby acknowledged,
does hereby waive and release any and all liens or claims of
right of lien on the aforementioned property and
improvements thereon, and on monies or other consideration
due or to become due on account of labor or services,
materials, fixtures, or apparatus heretofore furnished, prior to
_____, 20_____, excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-ONE AND 05/100 (\$ 58,191.05) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 438,338.00, and ACKNOWLEDGES RECEIPT of the total amount of \$ 380,146.95 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box. **X**

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 19TH day of JULY
20 18.

Authorized Signature

STATE OF: NORTH DAKOTA)
) S.S.
COUNTY OF: WARD)

COUNTY OF: WARD

Signed and sworn to before me this 19TH day of
JULY, 20 18.

Lick

RICHARD O LOCHTHOWE
Notary Public
State of North Dakota
My Commission Expires Oct. 1, 2021

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

TO OWNER:

Essential Living LLC
PO Box 879
Minot, ND 58702

FROM CONTRACTOR:

BETTER BROTHERS CONSTRUCTION, LLC

BID PACKAGE: 31/33

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- ORIGINAL CONTRACT SUM
- Net change by Change Orders
- CONTRACT SUM TO DATE (Line 1 ± 2)
- TOTAL COMPLETED & STORED TO DATE (Column G on G703)
- RETAINAGE: CONTRACT

a. 5 % of Completed Work TOTAL \$
(Column D + E on G703)
b. 0 % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

dw 3,712- \$ 71,145 ✓
74,857- \$ 78,457
74,857- \$ 78,457

- TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
- CURRENT PAYMENT DUE
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$
\$
\$
\$
28,269- \$ 46,588 ✓
\$ 31,869 ✓

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month CO # 1	3,712-	
TOTALS	3,712-	
NET CHANGES by Change Order		\$0.00 3,712-

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 1 PAGES

APPLICATION NO: 2-FINAL Distribution to:

OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

PERIOD TO: JUL 15, 18

PROJECT NO: 16-017

CONTRACT DATE: Aug 22, 2017

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

CONTRACTOR:

By: Sara Filippek

Date: JUL 16, 18

State of: ND
Subscribed and sworn to before me this
Notary Public: Sara Filippek 1641
My Commission expires: May 11, 2022

County of: Ward SARA FILIPEK
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
May 11, 2022

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ 28,269-

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

CONSTRUCTION MANAGER:

By: Sara Filippek

Date: 7-30-18

ARCHITECT:

By: BBCB

Date: 7-31-18

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

CONDITIONAL RELEASE OF LIEN

FOR CONTRACTOR, SUBCONTRACTOR, SUPPLIER
AND ARCHITECT OR ENGINEER

PROJECT NAME AND ADDRESS:

Park South Renovation

Essential Living LLC
PO Box 879
Minot, ND 58702

Proj. No. 16-017

COMPANY NAME AND ADDRESS:

Beeter Brothers Const. LLC
3001 21st St SE
Minot ND 58701

The UNDERSIGNED, being duly sworn, states that (s)he is the Owner (Position) of Beeter Brothers Const. LLC (Company) who has a contract with Essential Living LLC (Owner) for furnishing curb & gutter / asphalt (type of work) for the above referenced project.

PARTIAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of

(\$) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, prior to , 20 , excluding retention.

FINAL PAYMENT

The UNDERSIGNED, for and in consideration of the sum of Twenty eight thousand two hundred Sixty (\$ 28,269.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens or claims of right of lien on the aforementioned property and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures, or apparatus heretofore furnished, or which may be furnished at anytime hereafter.

ADDITIONALLY, THE UNDERSIGNED STATES that the current contract amount, including extras, is \$ 74,857, and ACKNOWLEDGES RECEIPT of the total amount of \$ 74,857 ALL previous requests for payments, and does hereby grant unconditional release of all above described claims for that amount.

THIS WAIVER IS A CONDITIONAL RELEASE and is contingent upon receipt of payment and final bank clearance of said remittance in the above amount **ONLY IF** checked in the following box. X

The UNDERSIGNED respectfully warrants that the contract status set forth above is an accurate statement and no other sums are claimed, that all laborers, subcontractors, and suppliers employed by him/her have been paid all sums previously due, and will be paid all current sums due out of this payment, and that none of such laborers, subcontractors or suppliers is or will be entitled to claim or assert any claim against the above-described real estate or the improvements thereon for labor or materials furnished to or for the account of the undersigned. (Upon request, the undersigned shall list the names of each of his subcontractors and suppliers, with contract and payment status, and furnish waivers from said parties.)

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Company hereto, and does in fact so execute this instrument.

Signed this 20th day of July,
2018.

Benjamin P. Beeter

Authorized Signature

Owner

Title

STATE OF: ND

COUNTY OF: Ward

Signed and sworn to before me this 20th day of

July, 2018.

Notary Public

) SARA FILIPEK
Notary Public
) STATE OF NORTH DAKOTA
) My Commission Expires
May 11, 2022

Sara Filipek

Beeter Brothers Construction, LLC

3001 2nd Street SE

Minot, ND 58701

beeterbrothers@outlook.com

**BILL TO**

Gehrtz Construction Services
510 4th Avenue North
Fargo, ND 58102-4821

INVOICE 1465**DATE 11/01/2017****DUE DATE 11/01/2017****JOB**

Park South Renovation

DESCRIPTION OF WORK PERFORMED	QTY	RATE	AMOUNT
Water Line (Paid minus Retainage) Payment Application #1	1	23,375.00	23,375.00
Sewer Line: (Paid minus Retainage) Payment Application #1	1	22,520.00	22,520.00
Dig & Backfill Footings for Addition (Paid minus Retainage) Payment Application #1	1	4,250.00	4,250.00
curb & gutter	1	11,000.00	11,000.00
ashpalt	1	10,000.00	10,000.00
Invoice #1486 - Extra - Per Bruce Walkers Request Removed Gate Valve & Repair Waterline (see attached invoice)	1	3,712.00	3,712.00
Invoice #1499 - Extra - Per Bruce Walker's Request Hauled & Spread Gravel (see attached invoice)	1	3,600.00	3,600.00
Retainage Owed - \$3557.00			

All invoices are subject to a 1.5% interest charge per month (18% annual) if not paid within 30 days of invoice date.

PAYMENT 46,588.00

TOTAL DUE \$31,869.00

Beeter Brothers Construction, LLC

3001 2nd Street SE

Minot, ND 58701

beeterbrothers@outlook.com

**BILL TO**

Gehrtz Construction Services

510 4th Avenue North

Fargo, ND 58102-4821

INVOICE 1486**DATE** 06/15/2018**DUE DATE** 06/25/2018**JOB**

Park South - Extra

DESCRIPTION OF WORK PERFORMED	QTY	RATE	AMOUNT
Remove Gate Valve & Repair Waterline	1	2,500.00	2,500.00
Haul in Gravel - Per Bruce Walkers Request	1	1,212.00	1,212.00
6 Loads - \$912.00			
Delivery Fee - \$50/ Load - \$300.00			

All invoices are subject to a 1.5% interest charge per month (18% annual) if not paid within 30 days of invoice date.

TOTAL DUE**\$3,712.00**



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Janet Anderson, Library Director

DATE: August 24, 2018

SUBJECT: Library Exterior Joint Sealants Replacement

I. RECOMMENDED ACTION

It is recommended the Committee and Council:

1. Reject the bid received for replacing the Minot Public Library's joint sealants; and
2. Authorize the Library Director to re-bid for this project

II. DEPARTMENT CONTACT PERSON

Janet Anderson, Library Director 852-1045

III. DESCRIPTION

A. Background

The Minot Public Library budgeted \$68,000 in 2018 for the replacement of deteriorating building sealants. Advertisements for bids were published in the *Minot Daily News* on 7/3/18, 7/10/18 and 7/17/18 with a bid opening on 7/24/18. Only one bid was received, from Innovative Masonry, in the amount of \$119,817.00.

B. Consultant Selection

The Library Director worked with representatives from Innovative Masonry to determine if there was any flexibility in their bid and also spoke with the Finance Department to find out if additional funds were available. However, based on lack of available funding it is the recommendation of the Library Board that Council reject the bid and allow the Library Director to re-bid this project.

IV. IMPACT:

A. Strategic Impact:

Sealants for the Library's windows and joints have been in place for 18 years or longer and some windows experience leakage when it rains. This project has been delayed for the last three years and should be completed as soon as possible in order to prevent any damage to the building.

B. Service/Delivery Impact:

Rejecting the bid received for this project will delay the work, but the Library Board believes that with more aggressive advertising we are more likely to receive a bid that better fits within the budgeted amount.

C. Fiscal Impact:

\$68,000 is budgeted in the Library's regular Building & Grounds budget line for this project.

V. TIME CONSTRAINTS

Rejection of this bid may require the project to be delayed until 2019.

VI. LIST OF ATTACHMENTS

A. Innovative Masonry 2018 Sealant Bid 7.24.18

Approved for Council Agenda: _____

Date: _____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***City of Minot, North Dakota
515 2nd Avenue Southwest
Minot, North Dakota 58701***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
	
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid.

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1.	Mobilization, Demobilization	LS	1		47,166 ⁰⁰
2.	South Side Joint Sealants (Incl. Perimeter Window, Door & Louver Sealants)	LS	1		15,840 ⁰⁰
3.	South Side Window & Door Joint Sealants	LS	1		16,072 ⁰⁰
4.	West Side Joint Sealants (Incl. Perimeter Window, Door & Louver Sealants)	LS	1		8,360 ⁰⁰
5.	West Side Window & Door Joint Sealants	LS	1		4,704 ⁰⁰
6.	North Side Joint Sealants (Incl. Perimeter Window, Door & Louver Sealants)	LS	1		12,859 ⁰⁰
7.	North Side Window & Door Joint Sealants	LS	1		4,592 ⁰⁰
8.	East Side Joint Sealants (Incl. Perimeter Window, Door & Louver Sealants)	LS	1		5,148 ⁰⁰
9.	East Side Window & Door Joint Sealants	LS	1		896 ⁰⁰
10.	Main Entrance Canopy Joint Sealants	LS	1		4,180 ⁰⁰
Total of All Unit Price Bid Items					\$ 119,817 ⁰⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids. The Owner reserves the right to award a contract to the lowest responsible Bidder based on the Owner's selection of improvements from the table above, with the exception that 'Mobilization, Demobilization' will be included in any contract awarded.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be complete on or before November 1, 2018.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Contractor's License

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Innovative Masonry Restoration LLC

By:

[Signature]



[Printed name] Jim Dolby

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name] Matt Pitz

Title: Project Manager

Submittal Date: 7/24/2018

Address for giving notices:

16264 Lakeside Ave SE, Prior Lake MN 55372

Telephone Number: 612-548-5589

Fax Number: 888-751-5402

Contact Name and e-mail address: Jim Dolby, jim@imrestoration.com

Bidder's License No.: 50943

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

City of Minot

TO: Mayor Shaun Sipma
Members of the City Council
FROM: David Lakefield
DATE: 8/21/2018
SUBJECT: **DOMESTIC VIOLENCE CRISIS CENTER JAG GRANT PASS-THROUGH 2018 (PD0133)**

I. RECOMMENDED ACTION

- a. We recommend the Committee and Council accept the award. This is a pass-through grant. There will be no fiscal impact to the City.
- b. Authorize the mayor to sign any necessary documents.

II. DEPARTMENT CONTACT PERSONS

a. David Lakefield, Finance Director	857-4784
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III. DESCRIPTION

a. Background

The Domestic Violence Crisis Center employs a Victim Advocate who provides assistance with obtaining Protection Orders for the victims of domestic violence, sexual assault, dating violence, stalking and human trafficking in the counties of Ward, Renville, Pierce and McHenry in north central North Dakota. The JAG grant helps defer the costs of their salary/benefits.

b. Proposed Project

The purpose of this project is to provide services and support to the victims of crimes in this service area.

c. Consultant Section

N/A

IV. IMPACT

a. Strategic Impact

The Minot Police Department and the Ward County Sheriff's Office statistics show a steady increase in domestic violence incidents, 952 in 2016; 302 complaints were filed and 224 arrests were made. In that same timeframe, DVCC assisted with 2,974 client contacts (now averaging eight every day of the year), as well as 987 phone contacts.

b. Service/Delivery Impact

The purpose of this project is to provide services and support to the victims of crimes in this service area.

c. Fiscal Impact

i. Project Costs

1. Victim Advocate - Salary/Benefits	\$12,000
2. Grant Funding	<u>-7,800</u>
3. Domestic Violence Crisis Center	4,200

ii. Project Funding

1. Pass-Through 612-0000-331.00-00	\$7,800
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V. ALTERNATIVES

- a. N/A

VI. TIME CONSTRAINTS

- a. Grant period 1/1/18-12/31/18, however it was on federal hold until 8/8/18.

VII. LIST OF ATTACHMENTS

- a. Award
- b. Grant Agreement



GRANT AWARD AND ACCEPTANCE
Edward Byrne Memorial Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL

7/2018

Subrecipient City of Minot		DUNS # 076498799	Grant # 17211
Implementing Agency Domestic Violence Crisis Center		Make Check Payable To City of Minot	
Project Director Jill McDonald	Title Executive Director	Email jill.dvcc@gmail.com	Phone 701-852-2258
Fiscal Officer Shelly Bohl	Title Grants Coordinator	Email shelly.dvcc@gmail.com	Phone 701-852-2258
Federal Awarding Agency Office of Justice Programs		CFDA # 16.738	FAIN # 2017-DJ-BX-0058
Project Description Edward Byrne Memorial Justice Assistance Grant (JAG) Program		Federal Award Period 10/01/2016-09/30/2020	Project Period 01/01/2018-12/31/2018
Previous Award Amount \$ 0.00	Amount of Federal Funds Obligated by this Action \$12,000	Total Federal Award \$467,690	

AWARD SUMMARY				
ITEM	PROJECT COST	SOURCE OF FUNDS		PERCENTAGE
Personnel	\$12,000	FEDERAL	\$7,800	65%
Operating				
Equipment		MATCH	\$4,200	35%
TOTAL	\$12,000	TOTAL	\$12,000	100%

GENERAL AND SPECIAL CONDITIONS

The subrecipient cannot spend or commit funds until January 1, 2018.

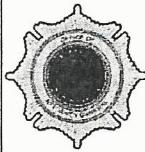
This is a non-R&D award and approved subject to the conditions outlined above and on the attached pages.

Date Awarded 8/6/18	Signature of Attorney General or Designee <i>Kathy Roll</i>	Printed Name and Title Kathy Roll, Director of Finance and Administration
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ACCEPTANCE

The subrecipient and implementing agency accept this grant and promises to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted 8/15/18	Signature of Authorized Official <i>Shaun Sipma</i>	Name and Title (printed) Shaun Sipma/Mayor
Date Accepted 8/20/18	Signature of Project Director <i>Jill McDonald</i>	Name and Title (printed) Jill McDonald/Executive Director
Date Accepted 8-20-18	Signature of Fiscal Officer <i>Shelly Bohl</i>	Name and Title (printed) Shelly Bohl/Grants Coordinator

**CONTACT SHEET****Edward Byrne Memorial Justice Assistance Grant (JAG) Program**
OFFICE OF ATTORNEY GENERAL**CONTACT INFORMATION****PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS****Subgrantee:** Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
City of Minot	701-857-4750		701-857-4782
Subgrantee Mailing Address	City, State, Zip		
PO Box 5006	Minot, ND 58702		
Contact Name	Telephone	Email	
Heather Brandt	701-857-4750	heather.brandt@minotnd.org	

Implementing Agency & Project Director: Manages day-to-day activities of the project/grant

Implementing Agency			
Domestic Violence Crisis Center			
Mailing Address	City, State, Zip		
PO Box 881	Minot, ND 58702		
Project Director & Title	Telephone	Email	
Jill McDonald/Executive Director	701-852-2258	jill.dvcc@gmail.com	

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

Fiscal Officer	Title & Agency	Telephone	Email
Shelly Bohl	Grants Coordinator/DVCC	701-852-2258	shelly.dvcc@gmail.com
Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
Mailing Address			City, State, Zip
PO Box 881			Minot, ND 58702

**AUDIT CERTIFICATION****Edward Byrne Memorial Justice Assistance Grant (JAG) Program****OFFICE OF ATTORNEY GENERAL**

11/2017

**CY2018
A-133 Audit Certification****Subrecipient:**

(this should be a City or County agency) City of Minot

Grant Number:

17211

Federal Award Amount:

12,000

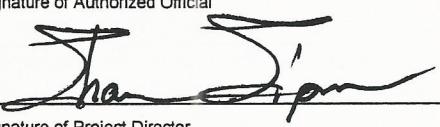
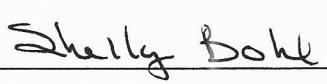
We certify that:

We are a non-federal entity that expended \$750,000 or more in federal awards during our fiscal year (from all sources including pass-through sub awards), and are required to arrange for a single organization-wide audit conducted in accordance with the provisions of Office of Management and Budget (OMB) 2 C.F.R. Part 200.514. This audit report will be submitted to the Office of Attorney General.

OR

We are a non-federal entity that expended less than \$750,000 a year in federal awards, and are therefore exempt from federal audit requirements for the award year. We realize however, that we must keep records that are available for review or audit by appropriate officials including the federal agency, pass-through entity, and U.S. Government Accountability Office (GAO).

Certified By:

Date Accepted 8/15/18	Signature of Authorized Official 	Name and Title Shaun Sipma/Mayor
Date Accepted 8/20/18	Signature of Project Director 	Name and Title Jill McDonald/Executive Director
Date Accepted 8-20-18	Signature of Fiscal Officer 	Name and Title Shelly Bohl/Grants Coordinator



CERTIFIED CONDITIONS

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL
7/2018

I. INTRODUCTION

Subrecipient

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

Implementing Agency

The implementing agency has direct responsibility for carrying out the activities of the grant (such as a police department or sheriff's office).

Authorized Official

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

Project Director

The project director has direct responsibility for implementation of the project activities and spending within the awarded budget. This person will prepare and submit all progress reports as required by the Office of Attorney General (OAG).

Fiscal Officer

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

II. GENERAL TERMS AND CONDITIONS

General terms and conditions are available online at

[**https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf**](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

- A. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the subrecipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award.

required. The subrecipient at any tier must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm> and are incorporated by reference here.

G. Subrecipients must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

H. Subrecipients must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this condition) as "employees" of the subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

I. Subrecipients must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2017 DOJ Grants Financial Guide").

J. The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

K. Any training or training materials that the subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

L. The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the

below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a) New construction;
- b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c) A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- S. JAG funds may be used to purchase bulletproof vests for an agency, but they may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.
- T. The subrecipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
- U. Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)).

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS).

b. Nothing in this condition shall be understood to authorize or require any subrecipient, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

X. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify

1. If the subrecipient is a State or local government--

The subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient that is funded in whole or in part with award funds is subject to any "information-communication restriction."

a. In addition, with respect to any project costs it incurs "at risk," the subrecipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the subrecipient that would be reimbursed in whole or in part with award funds was subject to any "information-communication restriction."

b. Any reimbursement of award funds by the subrecipient shall be considered, for all purposes, to be a material representation by the subrecipient to OJP that, as of the date the subrecipient requests the reimbursement, the subrecipient is in compliance with 8 U.S.C. 1373.

c. The subrecipient must promptly notify OAG (in writing) if the subrecipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the subrecipient that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction."

2. Any subaward to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds

program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above.

3. Rules of construction

- a. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.
- b. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.

III. COOPERATION

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

IV. THIRD-PARTY PARTICIPATION

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

V. WRITTEN APPROVAL REQUIRED FOR CHANGES

The subrecipient and implementing agency must obtain prior written authorization from the OAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application;
- B. Changes in the project director or key professional personnel identified in the approved application;
- C. Changes in the approved project budget as specified under financial conditions; and
- D. Grant extensions.

A grant extension must be requested in writing before the project period end date. The written request for an extension must state the need for the extension and indicate the additional time frame required to complete the project. In order to receive approval for an

VII. FINANCIAL MANAGEMENT

Accounting Requirements and Procedures

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

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

Non-Supplanting

The subrecipient and implementing agency agree that federal funds made available through the JAG program must be used to supplement existing funds for program activities and cannot replace, or supplant, state, local, or other non-federal funds that have been appropriated for the same purpose.

Cash Match

The subrecipient assures that matching funds are non-federal dollars. All subrecipients must maintain records which clearly show the source, the amount, and the timing of all matching contributions. Failure to provide the approved match will require you to refund the federal funds to the OAG.

Pre-Agreement Costs

The OAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the federal Grant Award and Acceptance will not be allowed. Project funds cannot be spent or committed until January 1, 2018.

Budget Deviation

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

Unexpended Funds

Unexpended funds for the specific purposes or conditions of the grant during the awarded calendar year period must be returned to the OAG. These funds will be made available for award during the next grant award process.

E. Contracts, Leases, and Agreements

Consultant and contractual services, leases, and agreements must be supported by written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided. Subrecipients must submit a copy of approved contracts, leases, or agreements before reimbursement will be made.

Unallowable Expenses

The subrecipient understands and agrees that award funds may not be used for items that are listed on the Federal Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.

Federal funds may not be expended for the following items:

- A. Items not part of the approved budget **unless** approved by the OAG
- B. Land acquisition
- C. Acquisition or construction of buildings
- D. Real estate mortgages or taxes, **unless** specifically provided for in the grant agreement
- E. Purchase of automobiles or other automotive vehicles **unless** provided for in the grant agreement
- F. Compensation to federal employees
- G. Travel of federal employees
- H. Military-type equipment
- I. Lobbying
- J. Fund raising
- K. Corporate formation
- L. Imputed interest
- M. Indirect (overhead) costs
- N. Bonuses, honoraria, or commissions
- O. Entertainment and related costs
- P. Social activities, i.e. sports, movies, etc.
- Q. Tips
- R. Bar charges/alcoholic beverages
- S. Guns, ammunition, tasers
- T. Acquisition of canines and/or canine expense, **unless** pre-approved for tactical team purposes.

Project Income and Interest

All interest or other income earned as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, asset forfeitures, etc.) must be reported on the Federal Progress Report. Program income must be reported at the ratio of JAG funds in the project. Program income may be retained and used for any purpose that furthers the objectives of the project.

Program income from asset seizures and forfeitures is considered earned by the project at

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption) of such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a) it represents that--

- (1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b) it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit

Level of Competition Required

When needed commodities or services cannot be obtained from an existing source or a government entity, state procurement procedures must be used. The dollar of the purchase determines the level of competition required:

Purchasing Thresholds Effective July 1, 2018		
Level	Competition Requirements	Documentation Maintenance Requirement
Level 1 "Micro" Purchase Less than \$10,000	Obtain at least one fair and reasonable quote. Note: Equipment and software must be added to inventory if \$5,000 or greater. (N.D.C.C. § 54-27-21 Fixed Asset Minimum Reporting Value) State agencies (excluding Higher Education institutions) must submit printing purchase requests \$5,000 and over to OMB State Procurement.	Rotate vendors solicited on an equitable basis (N.D.A.C. § 4-12-08-02)
Level 2 Small Purchase At least \$10,000 but less than \$50,000	Solicit informal quotes/bids or proposals from at least three vendors, or post to SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement form required if competition is not solicited from at least three vendors. The form is not required if three vendors are solicited and fewer than three bids or proposals are received.
Level 3 Informal Written Purchase At least \$50,000 but less than \$100,000	Solicit informal bids or proposals using SPO Online with appropriate state bidders list. May send to additional vendors. ITD must review IT purchases over \$25,000.	Documentation is required Alternate Procurement form required if: 1. Competition is not solicited. 2. SPO Online is not used. 3. OMB: Competition is limited.
Level 4 Formal Purchase \$100,000 and over	Must be purchased using formal sealed bids: Invitation for Bid (IFB) or Request for Proposal (RFP). Solicitations must be posted using SPO Online with appropriate state bidders list. May send to additional bidders. ITD must review IT purchases over \$25,000.	Documentation is required. Alternate Procurement required if: 1. Competition is not solicited, or competition is limited. 2. SPO Online is not used. 3. OMB: Competition is Limited.

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The subrecipient's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Requiring that each employee engaged in the performance of the drug grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required in paragraph (A) that, as a condition of employment under the grant, the employees will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Taking one of the following actions within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

XII. LOBBYING

The Subrecipient hereby certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative

finding to the Federal Office for Civil Rights of the OJP, U.S. DOJ and the OAG.

E. Subrecipients must have procedures in place for responding to complaints of discrimination involving services or employment practices. In addition, the OAG's policy and the federal Office of Civil Rights online training must be reviewed annually. Links to policy and training are found at:
<http://www.ag.nd.gov/BCI/Grants/ComplianceComplaintPolicy/Index.htm>

XIV. EQUAL EMPLOYMENT OPPORTUNITY

The subrecipient will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, OJP, and the OAG, if required to submit one; otherwise, it will provide a certification to the Office for Civil Rights, OJP, and the OAG that it has a current EEOP on file, if required to maintain one. For subrecipient agencies receiving less than \$25,000; or subrecipient agencies with less than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

XV. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, the federal Debarment and Suspension, and implemented at CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 requires:

A. The subrecipient certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Have not, within a three-year period preceding this application, had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



CERTIFIED CONDITIONS Signature Page
Justice Assistance Grant (JAG) Program
OFFICE OF ATTORNEY GENERAL

I certify that the project proposed in this application meets all the requirements of the Justice Assistance Grant (JAG) Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the subrecipient will comply with all federal laws, regulations, and guidelines. The undersigned has reviewed the above certified conditions and agrees that the applicable conditions above will be followed.

Signature of Authorized Official

8/15/18

Date

Signature of Project Director

8/20/18

Date

Shelly Bohr

Signature of Fiscal Officer

8-20-18

Date

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



TO: Mayor Chuck Barney
Members of the City Council

FROM: Captain John Klug

DATE: August 22, 2018

SUBJECT: FY 2018 LOCAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

I. RECOMMENDED ACTION

1. Recommend approval to apply for and accept the Fiscal Year 2018 Byrne Justice Assistance Grant (JAG); and
2. Authorize the Mayor to sign the Memorandum of Understanding

II. DEPARTMENT CONTACT PERSONS

Jason Olson, Chief of Police	857-4715
John Klug, Captain	857-9800

III. DESCRIPTION

A. Background

The Minot Police Department and Ward County Sheriff's Department will make a joint purchase of a Crisis Response Throw Phone and Video System for use by the Crisis Negotiations Team. This team is staffed with personnel from both agencies falls under the direction of the SWAT Commander.

B. Proposed Project

This equipment will replace and upgrade the current throw phone which has been in use for about 10 years. There are portions of the current system that are no longer in working order and an upgrade is needed. The Crisis Response Throw Phone and Video System is used by negotiators when attempting to establish contact with a subject and initiate conversation in an attempt to gain compliance and take control of the situation. This is a key piece of equipment for the Crisis Negotiations Team.

IV. IMPACT:

A. Strategic Impact:

It will provide an effective way to communicate and negotiate with a subject in crisis or during a suspect in a critical incident if all other means of communication are disabled or a phone number is unknown. Engaging in open communication can help bring a peaceful resolution to a situation and decrease the chance that force will be necessary.

B. Service/Delivery Impact:

This system will increase the ability of the Crisis Negotiations Team to establish an open line of communication with a subject in crisis and bring a peaceful resolution, thereby providing effective service to our community and the residents in Ward County.

C. Fiscal Impact:

Project Costs

Equipment / Trailer	\$21,500 (approximate)
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Project Funding

FY 2017 JAG Grant	\$21,622
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V. ALTERNATIVES

An alternative to this proposal would be to include it in the police department budget in 2020. This item has been on the list of needed equipment for at least 2 years, but has been cut due to budget constraints.

VI. TIME CONSTRAINTS

Grant application due by August 22, 2018.

VII. LIST OF ATTACHMENTS

A. Memorandum of Understanding

THE STATE OF NORTH DAKOTA
COUNTY OF WARD

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MINOT, ND AND COUNTY OF WARD ND

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Application: 2018-H3083-ND-DJ

This Agreement is made and entered into this 20th day of August, 2018, by and between the COUNTY of WARD, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY of MINOT, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Ward County, State of North Dakota, witnesseth:

WHEREAS, this Agreement is made under the authority of this Memorandum of Understanding: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY with a share of the equipment and / or expenditures from the JAG award for the 2018 Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY and COUNTY agree to expend the \$21,622 - 2018 JAG grant to purchase the equipment, specifically a crisis response throw phone. The Minot Police Department and Ward County Sheriff's Department both supply personnel to the Crisis Negotiations Team. The purchase of the equipment will be made by the City of Minot and stored by the Minot Police Department and is accessible to both agencies as needed. The maintenance and replacement costs shall be shared by both parties.

Section 2.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 4.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MINOT, ND


Shawna Dene
City Mayor

8/21/2018
Date


Jason T. Olson
Chief of Police

8-22-18
Date

COUNTY OF WARD, ND


Alan M. Waller
Commission Chairman

8/21/18
Date


Ward County Sheriff

8-22-18
Date



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: August 22, 2018

SUBJECT: NDDES FY 2018 SHSP REGIONAL RESPONSE TEAM GRANT – MINOT FD

I. RECOMMENDED ACTION

1. Recommend authorization to ratify and accept the North Dakota Department of Emergency Services (NDDES) FY 2018 State Homeland Security Program (SHSP); and
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief	701-857-4740
John Krill, Battalion Chief	701-857-4740

III. DESCRIPTION

A. Background

The Minot Fire Department Regional Response Team has applied for the NDDES FY 2018 SHSP Regional Response Team Grant for sustainability fund to include training, exercises, and equipment in the areas of hazardous materials and technical rescue. We have been awarded \$130,848.00.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

This grant will allow for sustainment of the regional response hazardous materials and technical rescue. This grant will allow for more personnel to be trained at an advanced level and for regional exercises with our region operational team.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

NDDES grant payments are reimbursements to the fiscal authority. No matching funds are required. A budget amendment will be requested when the grant is awarded.

Project Costs

Grant Costs	\$130,848.00
Grant Payments	<u>-130,848.00</u>
City of Minot	\$0.00

Project Funding

001-0000-331.10-15

\$130,848.00

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

The application was submitted on June 6, 2018.

VII. LIST OF ATTACHMENTS

- A. Copy of the FY 18 NDDES SHSP application
- B. Copy of final grant award letter.

Project F0-S167: Application - NW Regional Response FY 2018 HSGP

Routing in Progress: Application Determination (Step 4 of 6)



Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: NW Regional Response FY 2018 HSGP

Total Cost: \$194,396.00

Deductions: Insurance Proceeds - \$0.00

Eligible Amount: \$194,396.00

Cost Summary:

Equipment	\$90,058.00
Exercise	\$17,028.00
Training	\$87,310.00

Note: these values will only update after the form is saved.

Funding Sources: Federal - \$194,396.00

State - \$0.00

Local - \$0.00

FEMA Obligation Data: Federal Number - < no value >

[Edit](#)

Grant

FY 2018 State Homeland Security Grant Program

State Homeland Security Program

Declared: September 1, 2018

Closed: August 31, 2021

Work Deadline: December 31, 2019

Applicant

Minot Fire Department

Ward County

FIPS #:

State #: A0771 Vendor #:

DUNS #: 076498799

Type: Special District

Physical/Mailing: PO Box 5006
Minot, ND, 58702

Project

F # S #167

NW Regional Response FY

2018 HSGP

GSHSP General SHSP

Project POP Deadline:

December 31, 2019

Eligible: \$0.00

Federal: \$0.00 (100%)

Un-Expended Eligible:

\$194,396.00

Workflow Summary

Current Step: 4) Application Determination

Description: Determination on Application approval or denial.

Recipients: Gerald Rice

Last Advanced: Jul 10, 2018 at 10:51 AM by Larry Regorrah

Last Modified: Jul 24, 2018 at 4:58 PM by Debbie LaCombe

Submission: Jun 8, 2018 at 9:32 AM by John Krill

Introduction

State Use Only

Federal Number:

Obligation Letter Date:

Project POP Date:

Obligation Date:

CATEX Comments:

Summary Information

Grant: FY 2018 State Homeland Security Grant Program

Project Type: General SHSP

Title: NW Regional Response FY 2018 HSGP

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Primary Contact:

Kelli Flermoen - Chief

[Edit](#)

Organization: Minot Fire Department

Email Address: kelli.flermoen@minotnd.org

Phone: 701-857-4740

Alternate Contact:

Heather Brandt - Accountant

[Edit](#)

Organization: City of Minot

Email Address: heather.brandt@minotnd.org

Phone: 701-857-4775

Authorized Contact:

John Krill - Barralion Chief

[Edit](#)

Organization: Minot Fire Department

Email Address: john.krill@minotnd.org

Phone: 701-857-4740

This application contains
Work Activity and Costs in the
following areas:

Training
Exercise
Equipment

Hold Ctrl key to select multiple areas.

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above
statements true?

No

Costs

Cost Line Items

Classification	Description	Qty	Price	Total
Area				
Training				
Type				
Other	24TR-11-TUIT - Tuition/Registration Fee for higher education	3	\$ 1,150.00	\$3,450.00
AEL Code (List)				
24TR-11-TUIT- Tuition/Registration Fee for higher education				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	9	\$ 958.00	\$8,622.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	2	\$ 290.00	\$580.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Other	24TR-11-TUIT - Tuition/Registration Fee for higher education	3	\$ 625.00	\$1,875.00
AEL Code (List)				
24TR-11-TUIT- Tuition/Registration Fee for higher education				
Area				
Training	24TR-11-TUIT - Tuition/Registration Fee for higher education	3	\$ 3,250.00	\$9,750.00
Type				
Other				
Application Total			\$194,396.00	
Grand Total			\$194,396.00	

Classification	Description	Qty	Price	Total
AEL Code (List)				
24TR-11-TUIT- Tuition/Registration Fee for higher education				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	1	\$ 410.00	\$410.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	63	\$ 56.00	\$3,528.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Other	24TR-10-CONF - Fees for attending training workshops and/or conferences	3	\$ 200.00	\$600.00
AEL Code (List)				
24TR-10-CONF-Fees for attending training workshops and/or conferences				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	3	\$ 900.00	\$2,700.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Application Total			\$194,396.00	
Grand Total			\$194,396.00	

Classification	Description	Qty	Price	Total
Area	24TR-02-TRAV - Travel/per diem related to training activities	69	\$ 150.00	\$10,350.00
Training				
Type				
Travel				
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	15	\$ 59.00	\$885.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	6	\$ 400.00	\$2,400.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	3	\$ 200.00	\$600.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area	24TR-02-TRAV - Travel/per diem related to training activities	30	\$ 51.00	\$1,530.00
Training				
Type				
Travel				
Application Total				\$194,396.00
Grand Total				\$194,396.00

Classification	Description	Qty	Price	Total
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Travel	24TR-02-TRAV - Travel/per diem related to training activities	2	\$ 275.00	\$550.00
AEL Code (List)				
24TR-02-TRAV-Travel/per diem related to training activities				
Area				
Training				
Type				
Overtime and Backfill	24TR-05-OVER - Overtime and backfill for emergency preparedness and response personnel attending.....	112	\$ 35.00	\$39,480.00
AEL Code (List)				
24TR-05-OVER-Overtime and backfill for emergency preparedness and response personnel attending.....				
Area				
Exercise				
Type				
Overtime and Backfill	25EX-05-OVER - Overtime and Backfill - Exercise Activities	432	\$ 35.00	\$15,120.00
AEL Code (List)				
25EX-05-OVER-Overtime and Backfill - Exercise Activities				
Area				
Exercise				
Type				
Travel	25EX-02-TRAV - Travel/Per Diem - Exercise Activities	72	\$ 10.50	\$756.00
AEL Code (List)				
25EX-02-TRAV-Travel/Per Diem - Exercise Activities				
Area				\$1,152.00
Application Total				\$194,396.00
Grand Total				\$194,396.00

Classification	Description	Qty	Price	Total
Exercise	25EX-06-OTHE - Other Costs - Exercise Activities	1	\$ 1,152.00	
Type				
Travel				
AEL Code (List)	25EX-06-OTHE-Other Costs - Exercise Activities			
Area				
Equipment				
Type	07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical	1	\$ 43,050.00	\$43,050.00
Equipment				
AEL Code (List)	07CD-01-DPMG-Detector			
Area				
Equipment				
Type	07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical	1	\$ 2,200.00	\$2,200.00
Maintenance				
AEL Code (List)	07CD-01-DPMG-Detector			
Area				
Equipment				
Type	07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical	5	\$ 1,000.00	\$5,000.00
Equipment				
AEL Code (List)	07CD-01-DPMG-Detector			
Area				
Equipment				
Type	07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical	1	\$ 895.00	\$895.00
Equipment				
AEL Code (List)	07CD-01-DPMG-Detector			
Area				
Equipment				
Type	07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical	1	\$ 3,000.00	\$3,000.00
Equipment				
Application Total			\$194,396.00	
Grand Total			\$194,396.00	

Classification	Description	Qty	Price	Total
Equipment				
AEL Code (List)				
07CD-01-DPMG-Detector				
Area				
Equipment				
Type	07RD-01-HHSM - Meter, Survey, Handheld	1	\$ 1,800.00	\$1,800.00
Equipment				
AEL Code (List)				
07RD-01-HHSM-Meter				
Area				
Equipment				
Type	07RD-01-HHSM - Meter, Survey, Handheld	1	\$ 600.00	\$600.00
Equipment				
AEL Code (List)				
07RD-01-HHSM-Meter				
Area				
Equipment				
Type	10BC-00-BATT - Batteries, All Types, Sizes	1	\$ 400.00	\$400.00
Equipment				
AEL Code (List)				
10BC-00-BATT-Batteries				
Area				
Equipment				
Type	07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical	2	\$ 250.00	\$500.00
Equipment				
AEL Code (List)				
07CD-01-DPMG-Detector				
Area	21GN-00-SHIP - Shipping	1	\$ 1,450.00	\$1,450.00
Equipment				
Type				
Other				
AEL Code (List)				
21GN-00-SHIP-Shipping				
Application Total			\$194,396.00	
Grand Total			\$194,396.00	

Classification	Description	Qty	Price	Total
Area				
Equipment				
Type	01AR-01-SCBC - Cylinders and Valve Assemblies, Spare, and Service/Repair Kits, CBRN SCBA	8	\$ 150.00	\$1,200.00
AEL Code (List)	01AR-01-SCBC-Cylinders and Valve Assemblies			
Area				
Equipment				
Type	03OE-05-ROPH - Hardware, Rappelling or Rescue Operations, Life Safety	1	\$ 6,963.00	\$6,963.00
AEL Code (List)	03OE-05-ROPH-Hardware			
Area				
Equipment				
Type	03SR-02-TPGS - Tools, Gasoline-Powered	1	\$ 3,500.00	\$3,500.00
AEL Code (List)	03SR-02-TPGS-Tools			
Area				
Equipment				
Type	03SR-02-TLHN - Tools, Hand	1	\$ 500.00	\$500.00
AEL Code (List)	03SR-02-TLHN-Tools			
Area				
Equipment				
Type	03SR-02-TPEL - Tools, Power, Electric	1	\$ 1,000.00	\$1,000.00
AEL Code (List)	03SR-02-TPEL-Tools			
Area				
Equipment	03SR-01-SHOR - Equipment/System, Shoring	1	\$ 7,000.00	\$7,000.00
Application Total				\$194,396.00
Grand Total				\$194,396.00

Classification	Description	Qty	Price	Total
Type				
Equipment				
AEL Code (List)				
03SR-01-SHOR- Equipment/System				
Area				
Equipment				
Type				
Equipment	03SR-01-SHOR - Equipment/System, Shoring	1	\$ 1,000.00	\$1,000.00
AEL Code (List)				
03SR-01-SHOR- Equipment/System				
Area				
Equipment				
Type				
Equipment	01AR-01-SAR - Respirator, Supplied Air	1	\$ 4,000.00	\$4,000.00
AEL Code (List)				
01AR-01-SAR-Respirator				
Area				
Equipment				
Type				
Equipment	01AR-01-SAR - Respirator, Supplied Air	1	\$ 6,000.00	\$6,000.00
AEL Code (List)				
01AR-01-SAR-Respirator				
Application Total				\$194,396.00
Grand Total				\$194,396.00

Funding Sources

Method:

 By Percent By Amount
Funding Source /
Other Agency

Estimated Federal Share:

100 % \$194,396.00

Estimated State Share: % \$0.00

Estimated Non-Federal Share: % \$0.00

Estimated Other Agency Share: % \$0.00

Other Non-FEMA Federal Funds (Do Not Include In Total): % \$0.00

Total Allocated: 100 % \$194,396.00

Agreements

By typing my name below, I hereby certify that the information provided in this application is true, accurate, and complete to the best of my knowledge. I also certify that:

- The funds requested will be utilized in accordance with federal and state laws and regulations;
- The request does not supplant other funds;
- Requesting entity is NIMS compliant;

By checking this box and typing my name below, I am electronically signing my application.

Type or Print name of Agency

John F. Krill

Authorized Representative:

Date:

May 29, 2018

Training Work Plan

If your Application includes funding for this Area, please add your Area Objectives.

[Remove this Objective](#)

Start Date:

Sep 1, 2018

End Date:

Dec 1, 2019

Objective:

Complete all of the requested training of MFD personnel as allowed by funds received from the 2018 SHSP Grant to Regional Response Teams

Justification:

Sustainment and Enhancement of Regional Hazardous Materials response capability via training at outside agencies in order to maintain the NW Regional Response Team proficiency at an trained and ready level of competency.

Action Steps

List Action Steps to be taken to achieve each Objective

Action Step	Start Date	End Date
Plan out which personnel will attend the above courses	Sep 1, 2018	Dec 1, 2019
Sign up personnel for classes	Sep 1, 2018	Dec 1, 2019
Attend the classes as scheduled	Sep 1, 2018	Dec 1, 2019
Have class attendees bring knowledge back and pass on to other NW Regional Response Team Members	Sep 1, 2018	Dec 1, 2019

[Add an Objective](#)

EHP Review

EHP Review Required:

No

Exercise Work Plan

If your Application includes funding for this Area, please add your Area Objectives.

[Remove this Objective](#)

Start Date:

Sep 1, 2018

End Date:

Dec 1, 2019

Objective:

Sustainment and Enhancement of Regional Hazardous Materials response capability via exercise with other anchor and sub-anchor communities

Justification:

Maintain NW Regional Response Anchor/ Sub-anchor concept, proficiency and interoperability of the various teams in a coordinate fashion that allows for a professional response to any and all calls for the NW Region Team to deploy within the State of North Dakota.

Action Steps

List Action Steps to be taken to achieve each Objective

Action Step	Start Date	End Date
Develop a plan to exercise the various NW regional response team capabilities.	Sep 1, 2018	Dec 1, 2019
Complete Planning meetings	Sep 1, 2018	Dec 1, 2019
Complete EHP and receive back from the NDDES	Sep 1, 2018	Dec 1, 2019
Complete both planned exercises	Sep 1, 2018	Dec 1, 2019

[Add an Objective](#)

EHP Review

EHP Review Required:

Yes

Equipment Work Plan

If your Application includes funding for this Area, please add your Area Objectives.

[Remove this Objective](#)

Start Date:

Sep 1, 2018

End Date:

Dec 1, 2019

Objective:

Purchase Regional CBRNE equipment and supplies listed in the attached grant according to maintenance schedule.

Justification:

Maintain the ability to respond to any and all calls for the deployment of the NW Regional Response Team for CBRNE, Hazmat, Search and Rescue and/ or Technical Rescue Situations.

Action Steps

List Action Steps to be taken to achieve each Objective

Action Step	Start Date	End Date
Procurement of budgeted equipment items.	Sep 1, 2018	Dec 1, 2019
Obtain bids and/ or quotes per required regulations	Sep 1, 2018	Dec 1, 2019
Purchase equipment, train personnel on new equipment, place into service, update equipment inventory and forward to the NDDES.	Sep 1, 2018	Dec 1, 2019
Maintain Equipment, continue to train on equipment, repair/ replace as budget allows.	Sep 1, 2018	Dec 1, 2019

[Add an Objective](#)

EHP Review

EHP Review Required:

No

Project Detail Worksheet (Regional)

Project Name	Project Description	Project Location (zip code)	Item Description	AEL Code (for Equipment only)	Primary Core Capability	Sustain or Build	Deployable	Shareable	Category (Planning, Equipment, Training, Exercise)	Quantity	Cost/Unit	Funding Amount	Project Management Step (Initiate, Plan, Execute, Control, Close Out)	Start Date	End Date
e.g. Regional project	Provide CBRNE Detection Equipment.	20001	SCBA, CBRN	01AR-01-SCBA	Screening, Search, and Detection	Sustain	Yes	Yes	Equipment	1	\$ 5,000.00	\$ 5,000.00	Execute	8/1/2012	5/31/2015
Training															
Hazardous Materials Technician Aniston, GA	Provide Hazmat Response Capabilities	36201	Back Fill and Overtime	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	8/24 hrs.	\$ 35.00	\$ 6,720.00			
Hazardous Materials Technician Aniston, GA	Provide Hazmat Response Capabilities	36201	Per Diem	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	6 food cards.	\$ 400.00	\$ 2,400.00			
Technical Emergency Response Training for CBRNE Incidents Aniston, GA	Provide Hazmat Response Capabilities	36201	Back Fill and Overtime	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	6/240 hrs.	\$ 35.00	\$ 5,040.00			
Technical Emergency Response Training for CBRNE Incidents Aniston, GA	Provide Hazmat Response Capabilities	36201	Per Diem	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	3 food cards.	\$ 200.00	\$ 600.00			
Crude by Rail - Pueblo, CO	Provide Hazmat Response Capabilities	81001	Per Diem	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	6/5 days	\$ 51.00	\$ 1,530.00			
Crude by Rail - Pueblo, CO	Provide Hazmat Response Capabilities	81001	Car Rental	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	(2) 5 day Sessions	\$ 275.00	\$ 550.00			
Crude by Rail - Pueblo, CO	Provide Hazmat Response Capabilities	81001	Back Fill and Overtime	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	6/24 hrs	\$ 35.00	\$ 5,040.00			
Hot Zone Conference - Houston, TX	Provide Hazmat Response Capabilities	77001	Tuition	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	3	\$ 200.00	\$ 600.00			
Hot Zone Conference - Houston, TX	Provide Hazmat Response Capabilities	77001	Airfare	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	3	\$ 900.00	\$ 2,700.00			
Hot Zone Conference - Houston, TX	Provide Hazmat Response Capabilities	77001	Lodging	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	3/4 nights	\$ 150.00	\$ 1,800.00			
Hot Zone Conference - Houston, TX	Provide Hazmat Response Capabilities	77001	Per Diem	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	3/5 days	\$ 59.00	\$ 885.00			
Hot Zone Conference - Houston, TX	Provide Hazmat Response Capabilities	77001	Back Fill and Overtime	N/A	Environmental Response/Health and Safety	Sustain	N/A	N/A	Training	6/24 hrs	\$ 35.00	\$ 5,040.00			
TEEX Trench Rescue Levels I and II (RES020)	Provide Trench Rescue Response Capabilities	77843	Tuition	N/A	Mass Search and Rescue Operations	Sustain	N/A	N/A	Training	3	\$ 1,150.00	\$ 3,450.00			
TEEX Trench Rescue Levels I and II (RES020)	Provide Trench Rescue Response Capabilities	77843	OT and Back Fill	N/A	Mass Search and Rescue Operations	Sustain	N/A	N/A	Training	3/48 hrs.	\$ 35.00	\$ 5,040.00			
TEEX Trench Rescue Levels I and II (RES020)	Provide Trench Rescue Response Capabilities	77843	Lodging	N/A	Mass Search and Rescue Operations	Sustain	N/A	N/A	Training	3/5 nights	150.00/night	\$ 2,250.00			
TEEX Trench Rescue Levels I and II (RES020)	Provide Trench Rescue Response Capabilities	77843	Per Diem	N/A	Mass Search and Rescue Operations	Sustain	N/A	N/A	Training	3/6 days	56.00/day	\$ 1,008.00			
TEEX Trench Rescue Levels I and II (RES020)	Provide Trench Rescue Response Capabilities	77843	Car Rental	N/A	Mass Search and Rescue Operations	Sustain	N/A	N/A	Training	1 week	\$ 290.00	\$ 290.00			
TEEX Trench Rescue Levels I and II (RES020)	Provide Trench Rescue Response Capabilities	77843	Airfare	N/A	Mass Search and Rescue Operations	Sustain	N/A	N/A	Training	3	\$ 958.00	\$ 2,874.00			

Project Detail Worksheet (Regional)

Project Detail Worksheet (Regional)

Project Name	Project Description	Project Location (zip code)	Item Description	AEL Code (for Equipment only)	Primary Core Capability	Sustain or Build	Deployable	Shareable	Category (Planning, Equipment, Training, Exercise)	Quantity	Cost/Unit	Funding Amount	Project Management Step (Initiate, Plan, Execute, Control, Close Out)	Start Date	End Date
Hazmat Equipment															
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	First Defender RMX S-1	07CD-01-DPMG	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 43,050.00	\$ 43,050.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Multi-Rae Plus Replace	07CD-01-DPMG	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 2,200.00	\$ 2,200.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	QRAE Meters - maintain/upgrade	07CD-01-DPMG	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	5	\$ 1,000.00	\$ 5,000.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Mini-Rae Lite PID	07CD-01-DPMG	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 895.00	\$ 895.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Calibration gas (single & cocktail)	07CD-01-DPMG	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 3,000.00	\$ 3,000.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Detector tubes	07RD-01-HHSM	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 1,800.00	\$ 1,800.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Ludlums - annual calibration/maintenanc e	07RD-01-HHSM	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 600.00	\$ 600.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Disposable batteries for meters - includes SCBA	10BC-00-BATT	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	\$ 400.00	\$ 400.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Research/ Training Manuals for CBRNE	07CD-01-DPMG	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	2	\$ 250.00	\$ 500.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Shipping	21GN-00-SHIP	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	1	Misc Fees	\$ 1,450.00			
Hazmat Sustainment	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	SCBA maintenance/ testing	01AR-01-SCBC	Environmental Response/Health and Safety	Sustain	Yes	Yes	Equipment	8	\$ 150.00	\$ 1,200.00			
Mass Search And Rescue Equipment - (Structural Collapse/ Confined Space/ Trench Rescue/ Rope Rescue/ High Angle Rescue)															
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	MPD (Multi-Purpose Device)	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 735.00	\$ 1,470.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Caribiners	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	10	\$ 56.00	\$ 560.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Disaster Response Litter	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 400.00	\$ 400.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Vertical Lift Harness	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 241.00	\$ 482.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Anchor Plates	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 67.00	\$ 134.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	CMC 1/2" Rescue Rope	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	800'	\$ 1.61	\$ 1,288.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	1" Flat Webbing	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	300'	\$ 0.58	\$ 174.00			

Project Detail Worksheet (Regional)

Project Name	Project Description	Project Location (zip code)	Item Description	AEL Code (for Equipment only)	Primary Core Capability	Sustain or Build	Deployable	Shareable	Category (Planning, Equipment, Training, Exercise)	Quantity	Cost/Unit	Funding Amount	Project Management Step (Initiate, Plan, Execute, Control, Close Out)	Start Date	End Date
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Prusiks	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	10	\$ 20.00	\$ 200.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Ultra Pro Edge Protector	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 120.50	\$ 241.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	CMC Work Gloves	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	10	\$ 35.00	\$ 350.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Single Swivel Pulley	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 145.00	\$ 290.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Double Swivel Pulley	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 165.00	\$ 330.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Kootenay Pulley	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 282.00	\$ 282.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	CMC 3D Descent Device	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 249.00	\$ 249.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Patient Tie-In System	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 253.00	\$ 253.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Pelvic Harness	03OE--05-POPH	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 260.00	\$ 260.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	SAR System w/ supply hoses	01AR-01-SAR	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 6,000.00	\$ 6,000.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	MSA-10045164 Escape Packs	01AR-01-SAR	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 2,000.00	\$ 4,000.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Screw Jack SJ-4	03SR-01-SHOR	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	10	\$ 100.00	\$ 1,000.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	10 inch Hydra Fusion Strut	03SR-01-SHOR	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	2	\$ 3,500.00	\$ 7,000.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Milwaukee Cordless Tool Kit - 2695-29	03SR-02-TPEL	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 1,000.00	\$ 1,000.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Craftsman Mechanic Tool Kit	03SR-01-SHOR	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 500.00	\$ 500.00			
Regional Response	Replace or main tain equipment & supplies for Regional Hazmat Response	58701	Husqvarna K970 Concrete Ring Saw	03SR-01-SHOR	Mass Search and Rescue Operations	Sustain	Yes	Yes	Equipment	1	\$ 3,500.00	\$ 3,500.00			
													Total Hazmat Equipment (Line 51- 61)	\$ 60,095.00	
													Total Hazmat Equipment (Line 63- 85)	\$ 29,963.00	
													Total Equipment Request	\$ 90,058.00	
													Total Exercise Request	\$ 17,028.00	
													Total Training Request	\$ 87,310.00	
													Grand Total	\$ 194,396.00	



ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: nddes@nd.gov

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: www.nd.gov/des

Ensuring a safe and secure homeland for all North Dakotans

July 5, 2018

John Krill, Barralion Chief
Minot Fire Department
PO Box 5006
Minot, ND 58702

IMPORTANT: Please read this letter in its entirety.

Dear John Krill:

The FY 2018 Homeland Security Program grant application you submitted has been provisionally allocated \$130,848.00 by NDDES. NDDES has submitted your request to the U.S. Department of Homeland Security (DHS) for review.

This letter is not an award. Do not begin any portion of this project until you receive the actual award document later this fall. Activities that occur prior to actual award will render the entire project null and void and will not be eligible for reimbursement.

Your actual award will be provided once we receive final approval from DHS on both your project and EHP, which is anticipated to occur in September or October.

Please note that the following items have been removed from your request and will not be funded:

- 01AR-01-SAR - Respirator, Supplied Air
- 01AR-01-SCBC - Cylinders and Valve Assemblies, Spare, and Service/Repair Kits, CBRN SCBA
- 03OE-05-ROPH - Hardware, Rappelling or Rescue Operations, Life Safety
- 03SR-01-SHOR - Equipment/System, Shoring
- 03SR-02-TLHN - Tools, Hand
- 03SR-02-TPEL - Tools, Power, Electric
- 03SR-02-TPGS - Tools, Gasoline-Powered
- 07CD-01-DPMG - Detector, Multi-sensor Meter, Point, Chemical
- 07RD-01-HHSM - Meter, Survey, Handheld
- 10BC-00-BATT - Batteries, All Types, Sizes
- 21GN-00-SHIP – Shipping
- 23OS-01-FLSG - Fuel Reimbursement for select operational expenses

Doug Burgum
Governor

Cody Schulz
Director - Division of Homeland Security

Major General Alan S. Dohrmann
Director – Department of Emergency Services

Mike Lynch
Director - Division of State Radio

The project you applied for may require an Environmental and Historic Preservation (EHP) review. If an EHP is required, Karen Hilfer from our office will be in touch with you to complete the EHP form and provide any additional required information/documentation.

Please feel free to contact me or a member of my staff at (701) 328-8100 should you have any questions.

Sincerely,

Debbie LaCombe

Debbie LaCombe
Grants & Training Chief



TO: Mayor Shawn Sipma
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: August 20, 2018

SUBJECT: MINOT AIR FORCE BASE MUTUAL AID AGREEMENT

I. RECOMMENDED ACTION

1. Recommend council to authorize the Mayor to sign the Minot Air Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

II. DEPARTMENT CONTACT PERSONS

Place name, titles, and phone numbers of the persons involved in hierarchical order:

Kelli Kronschnabel, Fire Chief	857-4740
Lonnie Sather, Assistant Fire Chief	857-4740

III. DESCRIPTION

A. Background

This document being updated due to the USAFB moving toward a standardized format with their mutual aid agreements. This agreement will enter the Minot Fire Department as written in the document to be requested by the Minot Air Force Base Fire Department to assist in the event of a larger emergency. This defines roles, responsibilities and expectations as responding to the Minot Air Force Base.

B. Proposed Project

Agencies work diligently to prepare for the emergencies that occur within our jurisdictions but at times, we need to ask for assistance from other departments for additional resources. This MOU will afford the Minot Air Force Base Fire Department to call upon the Minot Fire Department for that assistance.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

This mutual aid agreement will allow the Minot Air Force Base Fire Department to meet the needs of the personnel working and living at the Minot Air Force Base in the event of a large emergency that is outside of the normal scope of preparedness.

B. Service/Delivery Impact:

This mutual aid agreement will allow additional resources to be called upon in the event of a large emergency that is beyond the capabilities of the Minot Air Force Base Fire Department to handle independently.

C. Fiscal Impact:

N/A

V. ALTERNATIVES

The Council could deny the request. The Minot Fire Department has current agreements with the Mouse River Firefighters Association, the Grand Forks Fire Department, Bismarck Fire Department, and Minot Rural Fire Department.

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow for the Minot Fire Department to have an effective Mutual Aid agreement with the Minot Air Force Base Fire Department.

VII. LIST OF ATTACHMENTS

- A. Letter from Minot Air Force Base
- B. Mutual Aid Agreement

**MUTUAL AID AGREEMENT (MAA)
BETWEEN
MINOT AIR FORCE BASE
UNITED STATES AIR FORCE
AND
MINOT NORTH DAKOTA FIRE DEPARTMENT**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 9th day of November 2017, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander Minot Air Force Base (AFB) pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of Minot North Dakota Fire Department (the "Minot Fire Department"). Together the Air Force and Minot AFB Fire Department are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and,

WHEREAS, as set forth in 42 U.S.C. § 1856 the term "fire protection" includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and,

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Minot AFB fire department by a representative of the Minot Fire Department, fire protection equipment and personnel of the Minot AFB fire department will be dispatched to any point within the area for which the Minot Fire Department normally provides fire protection services as designated by the representatives of the Minot Fire Department.
- d. On request to a representative of the Minot Fire Department by a representative of the Minot AFB fire department, fire protection equipment and personnel of the Minot Fire Department will be dispatched to any point within the jurisdiction of the Minot AFB as designated by the representative of the Minot AFB fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

- (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.
- (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
- (4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Minot Fire Department normally provides fire protection services, the chief of the Minot AFB fire department or his or her representative may assume full command on arrival at the scene of the crash.
- (6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Minot AFB to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Minot Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

- i. All equipment used by Minot Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Minot Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Minot Fire Department.
- j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
- k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
- l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.
- m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

5 BW/CC
Colonel Matthew R. Brooks
167 Summit Drive, Suite 100
Minot AFB ND 58705-5037

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403-5319

And:

Minot Air Force Base
5 CES/CED
Mr. Robyn Roberts
Bldg 896 Flight Line Drive
Minot AFB ND 58705

For Minot Fire Department
Chief Kelly Flermoen
P.O. Box 5006
Minot, ND 58701

TERMS OF THE AGREEMENT

- n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from that date (the "Tenn") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this Agreement during the Tenn by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.
- o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.
- p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.
- q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

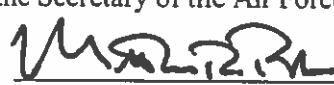
IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Minot Fire Department

By: -----
Name: Mr. Chuck Barney
Mayor, Minot ND

Date: -----

by the Secretary of the Air Force

By: 
Name: MATTHEW R. BROOKS, Colonel, USAF
Commander, 5th Bomb Wing

Date: 6 Dec 2017

TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: August 22, 2018

SUBJECT: USED SCBA EQUIPMENT TRADE-IN FOR IN STORE CREDIT

I. RECOMMENDED ACTION

1. Recommend council to authorize the Fire Chief to trade in used SCBA equipment for a in store credit to be used to purchase additional equipment to augment SCBA project.; and
2. Authorize the Mayor to sign the budget amendment

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief	857-4740
Lonnie Sather, Assistant Fire Chief	857-4740

III. DESCRIPTION

1. Background

The Minot Fire Department through the Assistance to Firefighter Grant purchase \$300,000 in self-contained breathing apparatus (SCBA). The older, used equipment will not longer be used and can be traded in for in store credit from the regional distributor to be used for equipment to augment our SCBA project.

2. Proposed Project

The Minot Fire Department is looking to trade in our old SCBA for an in store credit to be used for the purchase of additional equipment to augment the purchased SCBA equipment. We are looking to purchase the following items:

- 1) 15 additional face pieces – to provide individual face pieces for all personnel.
- 2) Air extension for breathing air within the platform truck – this will allow for firefighters who are working within the bucket of the platform to work for a longer duration utilizing a large capacity air tank located on the truck.
- 3) Cadet upgrade – Used for the supplied air to have the same regulators as our new masks.
- 4) Reader writer - equipment used to link radio system to the communications within the air packs.
- 5) Rapid intervention team (RIT) pack – equipment used by intervention team when they locate the down firefighter to provide breathing air if necessary while extricating the firefighter from the structure.
- 6) 5 integrated thermal imaging cameras – These will be on the officers SCBA which will allow them to assess the situation within a smoke filled



environment to provide guidance in navigating to allow for a quicker location of victims, seat of the fire and additional safety.

3. Consultant Selection

N/A

IV. IMPACT:

1. Strategic Impact:

This will allow for the Minot Fire Department to complete the SCBA project and have all equipment compatible with the current standards.

B. Service/Delivery Impact:

This equipment will allow for the compatibility of all equipment and providing the necessary safety equipment necessary for RIT, defensive and interior attack operations. To maximize the grant dollars we could not get the auxiliary equipment needed but this option will allow us to complete the project.

C. Fiscal Impact:

Project Costs

Equipment Cost	\$16,323.31
Trade in value of used equipment:	\$15,500.00
City of Minot – Operation Supplies	\$823.31

Project Funding

001-0000-392.10-00	\$15,500.00
--------------------	-------------

V. ALTERNATIVES

- 1) The Council could deny the request and the Minot Fire Department could sell the equipment on the open market and place the money back into the general fund.
- 2) The Council could deny the request and put the equipment up on the city auction.
- 3) The Council could approve the request for trade in but option for other equipment provided through the local distributor.

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

1. Quote for trade in value of used equipment
2. Quote for purchase of additional equipment
3. Budget Amendment

Grand Forks Fire Equipment LLC

921 N 3rd St
Grand Forks ND 58203
800-743-6463 701-746-6463
[fax] 701-746-6464



Estimate

Date	Estimate #
6/12/2018	2620

Name / Address
MINOT FIRE DEPT. PO Box 5006 MINOT, ND 58702

Rep	Project

Description	Qty	Cost	Total
This is an estimated value in the trade in of 27 complete M7 2216 scba's less cylinders with facepieces, 13 used and 24 new additional facepieces, & approximately 77 -2216 psi carbon cylinders with various cyl mfg dates, 2 RIT packs and miscellaneous repair parts	1	15,500.00	15,500.00
			Total \$15,500.00

Customer Signature

Grand Forks Fire Equipment LLC

921 N 3rd St
Grand Forks ND 58203
800-743-6463 701-746-6463
[fax] 701-746-6464



Estimate

Date	Estimate #
7/10/2018	2646

Name / Address

MINOT FIRE DEPT.
PO Box 5006
MINOT, ND 58702

Customer Signature

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE EXPENDITURES AND REVENUES IN THE FIRE CONTROL OPERATION SUPPLIES BUDGET FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS EQUIPMENT. A PORTION OF THE FUNDING WILL COME FROM THE SALE OF CITY PROPERTY.

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

§1: Amend the 2018 annual budget to increase expenditures and revenues in the fire control operation supplies budget for the purchase of self-contained breathing apparatus equipment.

001-3100-422.06-50		15,500
001-0000-392.10-00		15,500

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Matalka, City Clerk

City of Minot

TO: Mayor Shaun Sipma
Members of the City Council

FROM: John Klug

DATE: 8/15/18

SUBJECT: FY16 SHSG BOMB EQUIPMENT - BOMB SUIT (PD0112)

I. RECOMMENDED ACTION

1. Recommend council award the bomb suit bid to MED-Eng, LLC. in the amount of \$32,599.00.

II. DEPARTMENT CONTACT PERSONS

John Klug, Captain	857-4800
Dale Plessas, Lieutenant / Bomb Squad Commander	857-4868

III. DESCRIPTION

A. Background

On July 26, 2018, the Minot Police Department opened bids for a bomb suit for the Minot Bomb Squad. Three bids were solicited. One bid was received.

Equipment	ADS Inc.	Ideal Blasting Supply	MED-Eng
Suit Kit	\$ -	\$ -	\$ 16,743.00
Helmet			13,873.00
Foot Protection			285.00
Battery Housing			735.00
Battery Charger Kit			963.00
Total	\$ -	\$ -	\$ 32,599.00

B. Proposed Project

N/A

C. Consultant Selection

Specification requirements were established through a process of professional experience, professional standards, and Bomb Squad peer recommendations.

IV. IMPACT:

A. Strategic Impact:

Maintaining full coverage bomb suits is a certification requirement of the FBI for Bomb Squads. The purchase of this equipment is necessary to maintain a properly equipped and certified Bomb Squad.

B. Service/Delivery Impact:

The purchase of a full coverage bomb suit provides for the continued protection of certified bomb squad, for the citizens of Minot

C. Fiscal Impact:

Project Costs

Bomb Suit	\$32,599.00
State Homeland Security Grant	<u>-32,599.00</u>
Cost to the City of Minot	\$0.00

Project Funding

429-7300-421.07-93	\$32,599.00
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V. ALTERNATIVES

Not purchasing an updated bomb suit puts our bomb squad personnel at physical risk.

VI. TIME CONSTRAINTS

Due to grant ending 8/31/18, the bomb suit has been ordered.

VII. LIST OF ATTACHMENTS

A. Bid from MED-Eng

103 Tulloch Drive
Ogdensburg, NY 13669
USA
1-315-713-0130



VIA Post
July 31th, 2018

To:
The City of Minot
Re: Minot Area Bomb Squad – Call FOR BID
515 2nd Ave Sw
Minot, ND 58701

RE: Minot Area Bomb Squad – Call FOR BID

To The City of Minot

Attached, you will find Med-Eng, LLC's bid submission for a full coverage bomb ensemble that meets the indicated specifications.

Respectfully,

Braden Poulin
Sales Support Co-ordinator
Braden.poulin@safariland.com
(613) 288-5438

City of Minot

Police Department

July 26, 2018

The Minot Area Bomb Squad is requesting **sealed bids** for a full coverage bomb ensemble. There is no bond requirement on this call for bids. The suit must be equivalent size to an EOD 10 Medium. The suit must be accompanied by 2 - BB-2590 batteries with charger. Each battery capable of 8 hours operating time.

The following are specification requirements:

Blast overpressure Protection - The suit and helmet must exceed the blast overpressure integrity levels set out in the NIJ 0117 standard for a charge of 0.567 kg C4 explosive at 0.6m standoff distance, using anthropomorphic Hybrid III mannequins. The blast integrity of the ensemble must be validated through frontal, side, and back trials.

Fragmentation Protection - The Suit and Helmet must exceed (or meet) the requirements of the NIJ 0117.01 standard (shown below), using the .22 Caliber Type I (17-grain), the 0.30 Caliber 44-grain and the 0.50 Caliber 207-grain Fragment Simulating Projectiles (FSP). The Visor ratings also must exceed the minimum NIJ requirements.

Helmet Impact Protection - When tested with a small and large head form as per the extensive test methodology outlined in NIJ 0117.01, no peak accelerations may exceed the 290 g's threshold.

Helmet Retention System: The helmet retention system must exceed the requirements set out in the NIJ 0117 standard, ensuring no separation of components and minimizing movement between the preliminary and full test load positions, when a 22.7 kg load is applied for 30 seconds, followed by a 136 kg load applied for an additional 120 seconds.

Flammability:

Ensemble's main outer shell material must meet the requirements of the NIJ 0117 standard for Flame Resistance, which consists of a vertical flame test (ASTM D6413) measuring the following:

★ The Magic City ★

1. Char Length: maximum 89 mm / 3.5"
2. Afterflame: maximum 2 seconds.
3. Afterglow: maximum 25 seconds.
4. Flaming melt drip: none observed.

The Helmet must meet the requirements of the NIJ 0117 standard for Flame Resistance, measuring the following:

1. Afterflame: maximum 15 seconds.
2. Afterglow: maximum 25 seconds.
3. Flaming melt drip: none observed.

Helmet Visor Optics - The Bomb Helmet visor must exceed the requirements of the NIJ 0117.01 Standard for Optics (Distortion, Luminous Transmittance, Haze Resistance, Refractive Power, Prismatic Deviation).

Electro-Static Discharge (ESD) - The suit must provide a grounding strap selected to meet the NIJ 0117 standard Electro-Static Discharge requirement.

Helmet Capabilities & Options - The helmet must provide Integrated Voice Command System that allows the user to control the helmet and suit's many electronically activated features, such as integrated lights, ventilation rates, and speaker volumes and other features. The language used to operate the Voice Command System must be English.

The suit must provide audio and visual alarms and confirmations to inform the user of system status and functionality, such as the remaining battery power level. The suit must provide stereophonic speakers that allow the user to determine the directional source of an external sound.

The suit must include integrated lights to enhance visibility:

Two (2) White search lights for brightest illumination, with adjustable intensity (dimmer function), and capable of being individually directed by the operator

Two (2) Red lights for low light discipline

Two (2) Blue searchlights for operations where 'near ultra violet' is required to reduce risk near light sensitive explosive devices

The suit must include an integrated ventilation system, with controllable rates of airflow.

The suit must have compatibility with both Wireless (radio) and Hardwire communication systems.

EMI / EMC Compliance - The Suit and Helmet must have filters and shields across their electronic systems to suppress unwanted Radio Frequency (RF) signals from being emitted, and prevent unwanted incoming signals from reaching their electronics. This mitigates risks to the user when dealing with a Radio Controlled IED, or when operating Electronic Countermeasures ('jammers'). The system must be designed to meet MIL-STD-461F Standard.

Sealed bids are required by August 13, 2018.

Bid opening will occur on August 13, 2018.

Please submit bid proposals to:

SEALED BID

The City of Minot

City Clerk's Office

Re: Minot Area Bomb Squad – Call FOR BID

PO Box 5006

Minot ND 58701

Any questions or comments should be made to:

Lt. Dale Plessas

Minot Police Department

Bomb Squad Commander

C 701.578.8798



MED-ENG®

MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

Quote ID
QUO-06364-N4N4V0

Customer ID
3010778

Customer:	Minot Police Department 515 2nd Ave SW MINOT ND US 58701-3739	Ship To:	Minot Police Department 515 2nd Ave SW Attn Sgt Dale Plessas MINOT ND US 58701-3739
Contact:	DALE PLESSAS		

Date	Payment Terms	Lead Time *	Expiry Date	Inco term	End user	Currency
7/30/18	Net30	22 Wks A.R.O.	10/31/18	DDP - ND	MINOT PD	US Dollar

Item No.	Part Number	Quantity	Unit	Unit Price	Discount	Total Price
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1. 8000502 1.00000 EA \$16,743.00 \$0.00 \$16,743.00

SUIT KIT EOD 10 OLIVE DRAB MEDIUM The EOD 10 Bomb Suit Ensemble has been engineered to provide superior protection against the threats of an explosive blast: overpressure, fragmentation, impact and heat. The most ergonomic full coverage ensemble in the industry today, the EOD 10 has achieved an unprecedented optimal balance between protection and flexibility through the meticulous distribution of protective materials over the body. A sliding groin plate easily retracts to allow for crouching, bending and climbing movements. The EOD 10 has been designed to provide maximum protection, while still permitting a high degree of flexibility and comfort to facilitate the conduct of operational duties. The EOD 10 Bomb Suit (standard configuration) includes: Jacket Rear with Back Protector and Multi-Connector Cable (MCC), Trousers, Grounding Strap, Carry Bag, Steel Hanger (for drying only), and User Manual & Thumb Drive. Medium (MD) - Fits: Height: 165 - 177 cm (5'5" - 5'10")

NSN:

2. 8000737 1.00000 EA \$13,873.00 \$0.00 \$13,873.00

EOD 10 Helmet Pkg, Olive Drab
The EOD® 10 Helmet is lighter than the previous generation bomb suit helmet and provides higher levels of protection against the threats of overpressure and

* Lead time subject to change due to product availability at time of order

MED-ENG, LLC will not be bound by any additional terms and conditions, whether contained in a purchase order or other document, unless expressly agreed to by MED-ENG, LLC in writing or within our order acknowledgement. Delivery of product is subject to raw material availability. MED-ENG, LLC Terms and Conditions of Sale apply. These terms can be viewed at www.med-eng.com



MED-ENG

MED-ENG, LLC.
103 Tulloch Drive
Ogdensburg, NY 13669, USA
Toll Free: 1-855-633-3649
Tel: 1-613-482-8835
Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

fragmentation. The Helmet incorporates an innovative inflatable liner and pump that allows a custom fit to more head profiles and sizes than previous generations without the need for fit pads. It fits the 5th percentile female to 95th percentile male heads.

NSN: 8470-20-010-4555

3.	8000807	1.00000	EA	\$285.00	\$0.00	\$285.00
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Full Foot Protection, Regular - Pair

New Foot Protectors provide superior ergonomics and walking ability over previous generations of boot covers. The Full Foot Protector is "shoe-shaped" and provides excellent forward and rearward fragmentation coverage. Foot protection fits men's sizes U.S. 6 to 12 (EUR 37.5 to 45) and has been proven to fit feet as large as men's size U.S. 14. (EUR 47.5), with minor compromises in lateral fragmentation protection for larger feet.

NSN: 8470-20-010-4566

4.	8001062	1.00000	EA	\$735.00	\$735.00
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AA Battery Housing W/24 AA Cells Kit

Contains: 24 x AA Alkaline Batteries for use in the EOD 10 AA Battery Housing, the AA Battery Housing, and the AA Battery Housing Pouch w/MOLLE clip.

NSN:

5.	8001061	1.00000	EA	\$963.00	\$963.00
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BB-2590 Battery W/Charger Kit

Contains a single BB-2590 Rechargeable Li-Ion Battery; 4.4" (112mm) x 2.4" (61mm) x 5.0" (127mm), weight 3.9 lb (1.8 kg). It has a state of charge indicator on the top and uses the floating U.S. Army connector. Total Voltage is 24.0V (2 sections 12.0V each). Maximum Voltage 31.0V (2 sections 15.5V each). Capacity in 24V Mode: 4.9 Ah, 12 12V Mode: 9.8 Ah. A single medium rate charger is included.

NSN:

* Lead time subject to change due to product availability at time of order

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Fax: 1-613-482-4991
med-engsales@safariland.com
www.med-eng.com

QUOTATION

Sub-Total:	\$32,599.00
Total Discount:	\$0.00
Total Freight Amount:	\$0.00
Total Misc Amount	\$0.00
Total Sales Tax:	\$0.00
Total Amount:	\$32,599.00

* Lead time subject to change due to product availability at time of order

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TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 08/13/2018

SUBJECT: PURCHASE OF ADA COMPLIANT MINI VAN AND SALE OF EXISTING VAN (4376/BUS027)

I. RECOMMENDED ACTION

- A. We are requesting that Council approve the purchase of an ADA compliant handicap accessible 2018 Braun Entervan off of North Dakota State Bid Contract #382 and allow the Public Works Director to sign the purchase order and any other associated forms for this purchase
- B. We are also requesting permission to sell the van that is being replaced on sealed bids once the new van is in service. The income from that sale will offset a portion of the cities cost of this purchase
- C. Authorize the Mayor to sign the budget amendment

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4112
Jason Sorenson, Assistant Director of Public Works	857-4768
Brian Horinka, Vehicle Maint. /Bus Superintendent	857-4149

III. DESCRIPTION

- A. Background
This van will replace a 2014 Dodge Entervan with over 100,000 miles on it that is beyond its life expectancy. This van is used by Souris Basin Transit as a requirement to meet our ADA transit responsibility. There is an approved Section 5339 North Dakota Department of Transportation grant that will reimburse 80% of the purchase cost of this bus and the matching funds were approved in the 2018 city budget.
- B. Proposed Project
N/A
- C. Consultant Selection
N/A

IV. IMPACT:

- A. Strategic Impact:
N/A
- B. Service/Delivery Impact:
N/A
- C. Fiscal Impact:

The total cost of this van will be \$41,100.00. Of this amount, \$32,880.00 (80%) will be reimbursed by the NDDOT. There is \$8,000.00 in matching funds approved in the 2018

Transit capital purchase budget and we are requesting that the additional \$220.00 be expended from the 205-6600-419-0435 Vehicle Maintenance budget line item. This additional cost above what was originally budgeted is due to an upgrade to the ADA ramp system on the new model van.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Council's approval of this purchase will allow us to immediately execute the purchase order with Harlow's Bus Sales so that delivery of the van can be as soon as possible

VII. LIST OF ATTACHMENTS

A. Budget Amendment

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE BUS EQUIPMENT CAPITAL REVENUES AND EXPENDITURES AND DECREASE THE BUS MAINTENANCE EXPENDITURES AND REVENUES FOR THE PURCHASED OF AN ADA COMPLIANT MINI VAN AND APPROVE THE TRANSFER OF FUNDS.

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

§1: Amend the 2018 annual budget to increase bus equipment capital revenue and expenditures and decrease the bus maintenance expenditures and revenues for the purchase of an ADA compliant mini van and approve the transfer of funds.

429-7300-419.07-93		\$1,100
429-0000-332.10-10		880
205-6600-419.04-35		(220)
205-0000-311.00-00		(220)
429-0000-311.00-00		220

§2: Approve the transfer of funds:

205-0000-311.00-00		220
429-0000-311.00-00	BUS027	(220)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Shaun Sipma, Mayor

Kelly Matalka, City Clerk



TO: Mayor Shawn Sipma
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: August 21, 2018

SUBJECT: AMEND CONTRACT FOR FIRE DEPARTMENT STATION 3 REMODEL

I. RECOMMENDED ACTION

Recommend council to approve the amended contract that reflects the adjusted remodel construction cost. Recommend authorizing the Mayor to sign the amended contract.

II. DEPARTMENT CONTACT PERSONS

Place name, titles, and phone numbers of the persons involved in hierarchical order:

Kelli Kronschnabel, Fire Chief	857-4740
Lonnie Sather, Assistant Fire Chief	857-4740

III. DESCRIPTION

A. Background

The original scope of work for the airport fire station was to remodel with larger budget. There was a reduction in both scope and budget, which required contract amendment to reflect the correct project budget, fee breakdown and reimbursable. This will allow for the Minot Fire Department to have complete paperwork for finance and for compliance with the FAA grant requirements.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

See attached fee schedule

V. ALTERNATIVES

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Contract Amendment No 1.

AMENDMENT NO. 1

April 11, 2018

AIA DOCUMENT B101 – 2007 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
where the basis of payment is a Stipulated Sum

OWNER: CITY OF MINOT
515 SECOND AVENUE SW
MINOT, ND 58701

ARCHITECT: ENGINEERS-ARCHITECTS, P.C. (herein known as EAPC Architects Engineers)
300 THIRD AVENUE SW, SUITE A
MINOT, ND 58701

This document amends and becomes part of the above referenced Contract.

ARTICLE 11 COMPENSATION

Paragraph 11.1:

Delete Exhibit 'B', Part One, dated February 14th, 2017. Replace with Exhibit 'B', Part One Revised April 11, 2018 (attached).

This Agreement entered into as of the day and year first written above.

OWNER

Shaun Sipma, City of Minot, Mayor

ARCHITECT



Alan Dostert, AIA, CEO President

EXHIBIT 'B' REVISED April 11, 2018
PART ONE
FEE STRUCTURE & REIMBURSABLES
Minot Fire Department #3 Airport Station Remodel/Addition

1) Project Budget

\$	964,500.00	(Base Bid)
\$	48,000.00	(Alternate No.1)
\$	3,000.00	(Alternate No.2)
\$	<u>50,000.00</u>	(Contingency)
\$	1,065,500.00	(Total Project)

\$	1,065,500.00	Construction Cost (w/contingency)
\$	90,567.50	Percent Fee (8.5% of Construction Cost)
\$	<u>20,000.00</u>	FAA Coordination
\$	1,176,067.00	

2) Fee Breakdown

\$	20,000.00	FAA Submittal Allowance*
\$	13,585.00	15% Schematic Design/Programming
\$	18,113.50	20% Design Development
\$	36,227.00	40% Construction Documents
\$	4,528.50	5% Bidding
\$	<u>18,113.50</u>	20% Construction Administration
\$	110,567.50	Total Design Fees

3) Reimbursables

\$	1,678.72	Prints & Postage**
\$	536.84	Newspaper Ad**
\$	<u>1,000.00</u>	As-built background
\$	3,215.56	

*To be billed hourly on a NTE (not to exceed) basis

**Actual costs (plus 10%)

\$	113,783.06	TOTAL FEES
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Prepared by:
 Alan D. Dostert, AIA
 For Minot Fire Department



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelly Hendershot

DATE: August 22, 2018

SUBJECT: MINOT PARK DISTRICT/CHILDREN'S MUSEUM ORDINANCE

I. RECOMMENDED ACTION

1. Approve the proposed ordinance, on first reading.

II. DEPARTMENT CONTACT PERSONS

Kelly Hendershot – (701) 857-4755

III. DESCRIPTION

In August 2017, the City Council tentatively approved contributing Community Facility sales tax monies to the Minot Park District in relation to the Magic City Discovery Center. City staff recently received an agreement and lease outlining and establishing the Park District's relationship with the Magic City Discovery Center. After receipt of that documentation, this office drafted the proposed ordinance and a proposed joint powers agreement between the City and Park District. City staff and Park District staff are working through the joint powers agreement. If the attached proposed ordinance is approved, on first reading, at the September City Council meeting, this office anticipates submitting the joint powers agreement to the City Council at the September Committee of the Whole meetings, for final approval at the October City Council meeting.

IV. IMPACT:

The City Council previously gave tentative approval to contributing \$1,000,000 of sales tax monies (in the community facility allocation) to the Minot Park District/Children's Museum project relating to the Magic City Discovery Center.

V. ALTERNATIVES

The City Council could not pass the ordinance, however, then the parties would not be eligible for funding.

VI. TIME CONSTRAINTS

The proposed ordinance must be approved prior to the disbursement of any monies to the Minot Park District.

VII. LIST OF ATTACHMENTS

1. Proposed Ordinance – “Enterprise to Provide Funding to the Children’s Museum of Minot, Inc. d/b/a/ the Magic City Discovery Center

ORDINANCE NO.

AN ORDINANCE ENACTING NEW PROVISIONS OF SECTIONS 32-51 THROUGH 32-54, INCLUSIVE, TO BE DESIGNATED AS ARTICLE VI, "ENTERPRISE TO PROVIDE FUNDING TO THE CHILDREN'S MUSEUM OF MINOT, INC. D/B/A THE MAGIC CITY DISCOVERY CENTER," AND AUTHORIZING THE CITY OF MINOT TO ENGAGE IN THE ENTERPRISE OF GRANTING FUNDING TO A PRIVATE NON-PROFIT ENTITY FOR THE ENHANCEMENT AND IMPROVEMENT OF COMMUNITY FACILITIES THROUGH A JOINT POWERS AGREEMENT WITH THE MINOT PARK DISTRICT FROM PROCEEDS FROM THE CITY SALES TAX

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

§1. Chapter 32 (Enterprises Under Home Rule) of the City of Minot Code of Ordinances is amended to reflect the enactment of Article VI, "Enterprise to provide funding to the Children's Museum Inc. d/b/a the Magic City Discovery Center", and authorizing the City of Minot to engage in the enterprise of granting funds to a private non-profit entity for enhancement and improvements of a community facility, through a joint powers agreement with the Minot Park District, from city sales tax proceeds, Sections 32-51 through 32-54 (inclusive), to read as follows:

ARTICLE VI – CHAPTER 32 – ENTERPRISE TO PROVIDE FUNDING TO THE CHILDREN'S MUSEUM OF MINOT, INC. D/B/A THE MAGIC CITY DISCOVERY CENTER

Sec. 32-51. ENTERPRISE FOR FUNDING.

It is hereby created an enterprise of the City of Minot having as its public purpose a recreational benefit in Minot, North Dakota for constructing and improving a community facility in Minot, North Dakota, which provides a recreational benefit to the citizens of the City of Minot.

Sec. 32-52. PURPOSE.

By authorizing the City of Minot to engage in an enterprise by providing funding to the Children's Museum Inc. d/b/a the Magic City Discovery Center, through the Minot Park District, it is the intent of the City of Minot to provide a recreational benefit by providing funds to be used to construct and improve facilities at the Magic City Discovery Center location in Minot, North Dakota.

Sec 32-53. SOURCE OF FUNDS.

The funds available for assistance under this Article shall come from the proceeds of the city sales tax which authorize the restoration, upgrading, remodeling or construction of community facilities pursuant to City Ordinance 4380. Specifically, the City of Minot shall appropriate the sum of one million dollars (\$1,000,000) from the city sales tax proceeds for the purpose constructing and/or improving the Magic City Discovery Center facility in Minot, North Dakota.

Sec. 32-54. JOINT POWERS AUTHORITY AGREEMENT WITH MINOT PARK DISTRICT

The City of Minot will enter into a joint powers agreement with the Minot Park District to accomplish the purpose of this ordinance. Said joint powers agreement will address, among other things, the manner of implementing the enterprise activity, the supervisory controls to ensure the public purpose is met, the manner in which the parties will finance the cooperative or joint undertaking, and how the parties will expend funds and otherwise share or contribute property in this undertaking. Said joint powers agreement will be entered into pursuant to Chapter 54-40.3 of the North Dakota Century Code.

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

Kelly Matalka, City Clerk

APPROVED:

Shaun Sipma, Mayor



TO: Mayor Shawn Sipma
Members of the City Council

FROM: Police Chief Jason Olson

DATE: August 22, 2018

SUBJECT: GOOSE MITIGATION - MINOT PARK DISTRICT

I. RECOMMENDED ACTION

1. Pass the recommended changes to City of Minot ordinance 23-61 by amending and
reenacting the ordinance.
2. Authorize the Mayor to sign the ordinance.

II. DEPARTMENT CONTACT PERSONS

Jason Olson, Police Chief	857-4715
Kelly Hendershot, City Attorney	857-4755

III. DESCRIPTION

A. Background

The Minot Park District has had persistent problems controlling the Canada goose population at the Souris Valley Golf Course. Despite trying a number of strategies the problem of excessive numbers of geese on the course has interfered with golfers and caused damage to the course and maintenance issues for the greenkeepers.

IV. IMPACT:

- A. **Strategic Impact:** The Park District hopes to mitigate the Canada goose population through engaging in hunting or mitigation by firearm use in accordance with and approval of the North Dakota Game and Fish, U.S. Fish and Wildlife Service and the U.S. Department of Agriculture. The ordinance change is needed to allow firearm discharges in accordance with the established program.
- B. **Service/Delivery Impact:**
None
- C. **Fiscal Impact:**
None

V. ALTERNATIVES

Alt 1. The Council could leave 23-61 in its current form and not make any changes.

VI. TIME CONSTRAINTS

If the ordinance change is made by early October there would still be time for the program to be underway during the 2018 Waterfowl season.

VII. LIST OF ATTACHMENTS

- A. Draft ordinance (23-61)
- B. Letter from Minot Park District Director Ron Merritt



MINOT PARK DISTRICT

Administration 857-4136 FAX: 857-4769	Pro Shop 857-4189 Maysa Arena 857-1544	Park Maintenance Forestry 857-4178	SVGC Maintenance 857-4188
Zoo/GMZS 857-4166			Horticulture 857-4765

July 12, 2018

Jason Olson
Chief of Police
City of Minot, ND

Dear Chief Olson,

At our June 19th, 2018 meeting of the Minot Park Board, discussion was held as to having a special hunting season for Canada Geese at the Souris Valley Golf Course. After discussion, a motion was made and seconded to make a request to the City of Minot Police Department for a gun hunt within the city limits at the Souris Valley Golf course to assist in the geese issue. Motion carried, and the minutes of that meeting are attached to this request. If you would like to meet to discuss this request further, please let me know. Thanks, and look forward to further discussion on this matter.

Sincerely,

A handwritten signature in black ink that reads "Ron Merritt".

Ron Merritt
Executive Director
Minot Park District

P.O. Box 538 • Minot, North Dakota • 58702-0538

www.minotparkdistrict.org

The heart of a community is reflected in the quality of its parks.

Minot Park Board Meeting

June 19, 2018

The Minot Park Board meeting on June 19, at 6:30pm in the community room of the Municipal Auditorium.

Members present were: Nancy Beck, Cliff Hovda, Chuck Emery and Steve Wharton. Also present were Ron Merritt and Elly DesLauriers.

Personal Appearances:

Brett Gurholt from KLG presented Master plan goals and objectives for the outdoor family recreation area. Some of the key goals presented include: providing a functional space for people of all ages and abilities, have flexibility in the design, the ability to have year-round recreational use and to make sure this a true destination for families, adolescents, and golfers. Next steps include finalizing the plat, work with staff to establish phasing, budgets and community priorities. Also look ahead for grant funding that would work well with this project.

Motion by Emery, second by Wharton to approve the minutes for the May 15 Minot Park Board meeting. Motion carried.

Motion by Hovda, second by Emery to approve the minutes from the May 22 Special Meeting held at Jefferson Park. Motion carried.

Motion by Hovda, second by Emery to approve the bills in the amount of \$990,186.75. On roll call, all members voted yes.

Motion by Wharton, second by Hovda to approve the salaries in the amount of \$185,989.43. On roll call, all members voted yes.

Department Head Reports

Director of Operations, Jarrod Olson presented information on indoor used field turf for the Pepsi Rink. Total cost of the turf including shipping was \$35,000.00.

Motion by Hovda, second by Emery to approved \$35,000.00 for indoor field turf. On roll call, all members voted yes.

Olson announced the west rink floor will be shut down for maintenance. Dave Westcott with All Star Arenas will be at the MAYSA to evaluate the rink. Olson requested up to \$7500.00 for rink repairs from the water filtration line item.

Motion by Emery, second by Hovda to approve up to \$9500.00 from the water filtration line item for rink repairs. On roll call, all members voted yes.

Olson requested \$39,572.00 from the remaining indoor turf line item for a heat exchanger to run two rinks during the summer months.

Motion by Emery, second by Hovda to approve \$39,572.00 from the indoor turf line for a heat exchanger. On roll call, all members voted yes.

Olson also reported the astroturf groomer for Corbett field had been sent back and we are continuing to work with Astroturf on pitching mound issues.

Commissioner Hovda commended the staff on being prepared with solutions to the maintenance issues as they occur within the park system.

Golf Pro Steve Kottick reported they are busy working around the flood control project. Mike Chrest Golf Course Superintendent reported the course is looking good. Roosevelt Park Zoo Director, Becky Deqwtz reported it was a big day with the cat exhibit ground breaking. MAYSA Arena Manager, Bob Gillen reported he was getting season schedules complete. Horticulturist, Shannon Paul reported the flowers are out and grass is growing. Brian Mathson, maintenance superintendent reported the pools and splash pads are keeping them busy.

New Business

Ron Merritt, Executive Director of the Minot Park District reported on the Audubon Grant site visit. Merritt also presented the estimate for renovations to the Riverside Court in the amount of \$131,470.00.

Motion by Emery, second by Wharton to approve the administratively approved alcohol permits. Motion carried.

Executive Directors Report

Merritt reported on the Fourth of the July Festival, Movie in the Park summer schedule and Military Appreciation Day. He also reported that the staff continues to work on the Roosevelt Park Waterslide plans, downtown gathering space, superfund site, and the outdoor recreation area. Merritt also presented the Above and Beyond Award given to the Minot Park District from the Minot Chamber of Commerce.

Commissioner Reports

Commissioner Wharton reported he did not receive the mid-month report from Park District Clerk Elly DesLauriers. DesLauriers said the issue would be corrected.

Motion by Emery, seconda by Hovda to make a request to the City of Minot Police Department for a gun hunt within the city limits at the Souris Valley Golf Course to assist in the geese issue. Motion carried with Beck voting no.

Commissioner Emery also reported he would like to see the Ramstad property to be discussed.

Commissioner Hovda reported he was extremely impressed with Becky Dewitz at the Roosevelt Park Zoo Cat Exhibit ground breaking. Congratulations to Dewitz and her team for a job well done.

Commissioner Beck thanked everyone for their dedication to the board and reported she thoroughly enjoyed her time as a Minot Park Board Commissioner.

Commissioner Beck appointed Commissioner Hovda as temporary chair.

There being no further business the meeting was adjourned.

Nancy Beck, President

Elly DesLauriers, Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REENACTING SECTIONS 23-61 OF ARTICLE IV, CHAPTER 23 (OFFENSES – MISCELLANEOUS) OF THE CITY OF MINOT CODE OF ORDINANCES

WHEREAS, the City of Minot has previously enacted ordinance relating to criminal offenses that occur within the corporate city limits;

WHEREAS, the City of Minot desires to amend and reenact section 23-61 to provide a limited exception for Minot Park District authorized goose mitigation programs.

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

§1. That section 23-61 (Discharging firearms within city prohibited) of Article IV (Weapons Offenses), Chapter 23 (Offenses -- Miscellaneous) of the City of Minot Code of Ordinances, City of Minot, North Dakota, is hereby amended and reenacted to read as follows:

Sec. 23-61. - Discharging firearms within city prohibited.

No person shall willfully discharge a firearm within the city limits unless:

- (1) The actor is a law enforcement officer discharging the firearm within the course of his duties;
- (2) The firearm is discharged within the confines of a lawfully established shooting gallery or range;
- (3) The actor is a citizen discharging the firearm in defense of person or property; or
- (4) The actor is lawfully participating in a program approved by the board of park commissioners for the control of Canadian geese on Minot Park District property and the actor is complying with all laws, rules, and regulations of the North Dakota Game and Fish department and the U.S. Fish and Wildlife Service. The Minot Park District shall give notice of possible firearm discharges in accordance with an approved program to the Minot Police Department (by contacting Minot Central Dispatch) at least twenty-four (24) hours prior to the possible firearm discharges.

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

Kelly Matalka, City Clerk

APPROVED:

Shaun Sipma, Mayor



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 14, 2018

SUBJECT: STOP CONTROL AT THE INTERSECTION OF MAIN ST S AND 8TH AVE S.

I. RECOMMENDED ACTION

1. Recommend Council pass on 1st reading an ordinance to remove yield control on Main St at 8th Avenue S, and replace with a stop sign to improve intersection sight distance.

STOP STREET

Main Street S

AT ITS INTERSECTION WITH

8th Avenue S

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer

857-4100

David Wicke, Assistant City Engineer

857-4100

III. DESCRIPTION

A. Background

An investigation was recently completed regarding motorist safety at the yield controlled intersection of Main Street S and 8th Avenue S. The engineering study consisted of applying AASHTO's guidelines for intersection sight triangles.

The approach sight distance required for viewing westbound traffic on the major street (8th Avenue S) is inadequate for drivers on the minor street (Main Street S) to determine potentially conflicting vehicles approaching the intersection.

Actual conditions at the intersection do not meet AASHTO's sight distance recommendations for a yield controlled intersection. The use of a stop sign instead of a yield sign should be considered.

B. Proposed Project

A stop sign has been installed on Main St already in the interest of public safety. After the ordinance is passed on 2nd reading, the stop control will be enforceable by the police department.

C. Consultant Selection

N/a

IV. IMPACT:

A. Strategic Impact:

A safer and more visible intersection for traffic, as the sight distance issues are resolved.

B. Service/Delivery Impact:

N/a

C. Fiscal Impact:

The stop sign will come out of the Traffic Department's inventory. The Traffic Department will perform the installation.

Project Costs

Total	\$0
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Project Funding

Traffic Department's budgeted funds

V. ALTERNATIVES

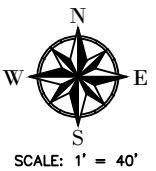
N/a

VI. TIME CONSTRAINTS

N/a

VII. LIST OF ATTACHMENTS

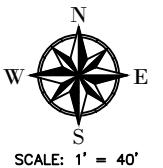
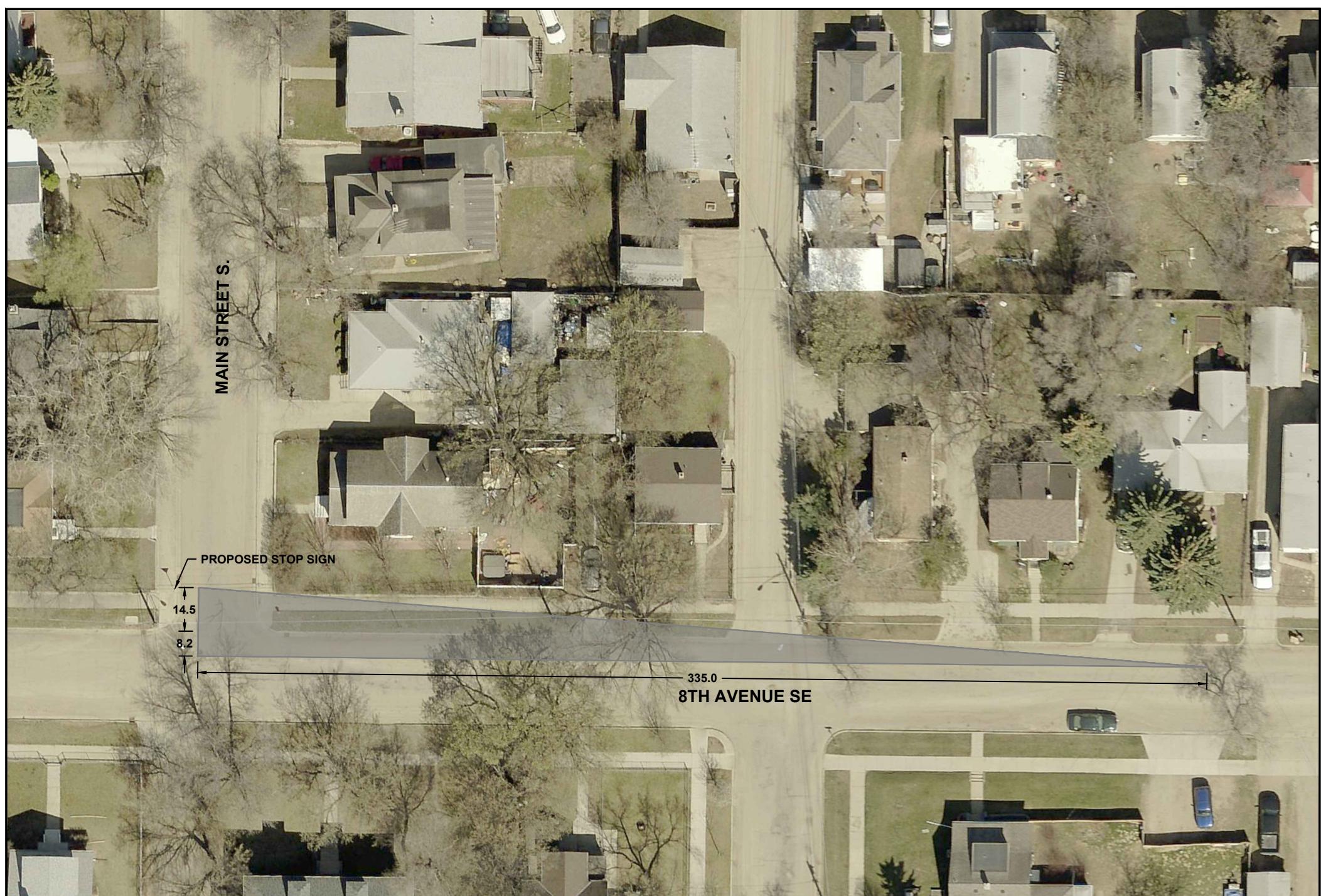
- A. Approach Sight Triangle for Yield Controlled Intersection (Main St S. & 8th Ave S.)
- B. Departure Sight Triangle for Stop Controlled Intersection (Main St S. & 8th Ave S.)
- C. Proposed Ordinance (Main St S. & 8th Ave S.)



APPROACH SIGHT TRIANGLE FOR YIELD CONTROLLED INTERSECTION
MAIN STREET S & 8TH AVENUE S

DATE DRAWN: 08/07/2018

City of Minot
Engineering Department



**DEPARTURE SIGHT TRIANGLE FOR STOP CONTROLLED INTERSECTION
MAIN STREET S & 8TH AVENUE S**

DATE DRAWN: 08/07/2018

City of Minot
Engineering Department

ORDINANCE NO. _____

AN ORDINANCE ADDING AND DELETING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES; STOP SIGNS AND YIELD SIGNS.

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

Section 1. The following described intersection is hereby deleted to the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2) (f) – Yield Signs:

YIELD STREET

Main Street S.

AT ITS INTERSECTION WITH

8th Avenue S.

Section 2. The following described intersection is hereby added to the list of City Council created traffic restrictions provided for in Section 20-2 (a) (2) (a) – Stop Signs:

STOP STREET

Main Street S

AT ITS INTERSECTION WITH

8th Avenue S.

Section 3. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 4. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

Kelly Matalka, City Clerk

Approved:

Shaun Sipma, Mayor



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 16, 2018

SUBJECT: US 2 23RD ST TO BURDICK EXPRESSWAY LIGHTING (4383)

I. RECOMMENDED ACTION

1. Recommend approval of the Cost Participation and Maintenance Agreement with the NDDOT for the US 2 23rd St to Burdick Expressway Lighting project;
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

Currently, roadway lighting does not exist on US 2 from 23rd St to Burdick Expressway. The NDDOT is designing a project to install roadway lighting on this segment of the corridor. The City maintains the lighting systems on the US 2/52 within City limits.

B. Proposed Project

The project will install LED lighting throughout the corridor including high mast lighting at the interchange of US 2/US 52.

The project is broken down into lighting feed point segments. Each segment has power fed to it by a feed point as shown on the attached map. Feed points C and D are within City limits and the NDDOT is requesting the City provide maintenance and pay electricity in those segments. Feed Point D already has some lighting on it that the City maintains. Feed point C has the new traffic signal and lighting being now. In total 42 new LED lights will be added for maintenance.

The other segments shown on the map will be maintained by the NDDOT since they are outside City limits.

The City's cost share is only for improvements not covered by federal funds. At this time, the City is not requesting any improvements that are not eligible for federal funding. Thus, the only costs the City will have are operation and maintenance costs in the future. With LED lighting, the power costs will be small.

C. Consultant Selection

The project is being designed by the NDDOT.

IV. IMPACT:

A. Strategic Impact:

Corridor lighting is a safety improvement. Especially on a corridor that carries several thousand vehicles a day.

B. Service/Delivery Impact:

The lighting will provide safer travel through the east Minot region on this corridor.

C. Fiscal Impact:

There are no City project costs anticipated for the construction of this project. It will be funded by the State and FHWA.

The City will have operation and maintenance costs in the future for feed points C and D. Those funds will be budgeted into the Traffic Division budget for 2020. The project will be constructed during the 2019 construction season.

V. ALTERNATIVES

Alt 1. Council could deny the City's participation in this project. It is unknown if the NDDOT will move forward with the project without the City's support.

VI. TIME CONSTRAINTS

The NDDOT wishes to bid this project in November. The NDDOT needs to know soon if the City will sign the agreement.

VII. LIST OF ATTACHMENTS

- A. CPM Agreement
- B. Feed Point Map

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Striefel, Ardin L.

Telephone: 328-2559

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No.NHU-4-002(111)148

Location: US 2 - 23rd Street SE to Burdick Expy

Type of Improvement: Lighting and High mast Lighting Project

Point of Beginning: Sta. 7822+13

Point of Ending: Sta. 7961+48

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Minot, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 0 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 0 percent of the total cost of all items which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid.

Additional Funding Clause:

The City will be required to pay the electricity for the lighting for feed points C and D as shown in the attached layout. Feed points C & D have 42 EA - 200 watt LED Luminaires.

PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the



credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$2,100,000, with the LPA's estimated share being \$0.

PART II

Post Construction

After the project is completed the LPA agrees that all signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all lighting for feed points C & D of this project. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map. The LPA is responsible for all maintenance activities except those identified as NDDOT responsibilities. The LPA is also responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. Limits of the LPA's responsibilities are shown on the attached map as the feed point C and D locations.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17



AUTHORIZATION

At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and Auditor be authorized to execute in behalf of the LPA of _____ and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of _____ aye, _____ nay, _____ absent.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of

NAME (TYPE OR PRINT)

SIGNATURE

*
TITLE

DATE

CERTIFICATION

It is hereby certified that the LPA of _____ will issue improvement warrants to finance the amounts that the LPA is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of

NAME (TYPE OR PRINT)

SIGNATURE

*
TITLE

DATE

*Mayor or President of Commission



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

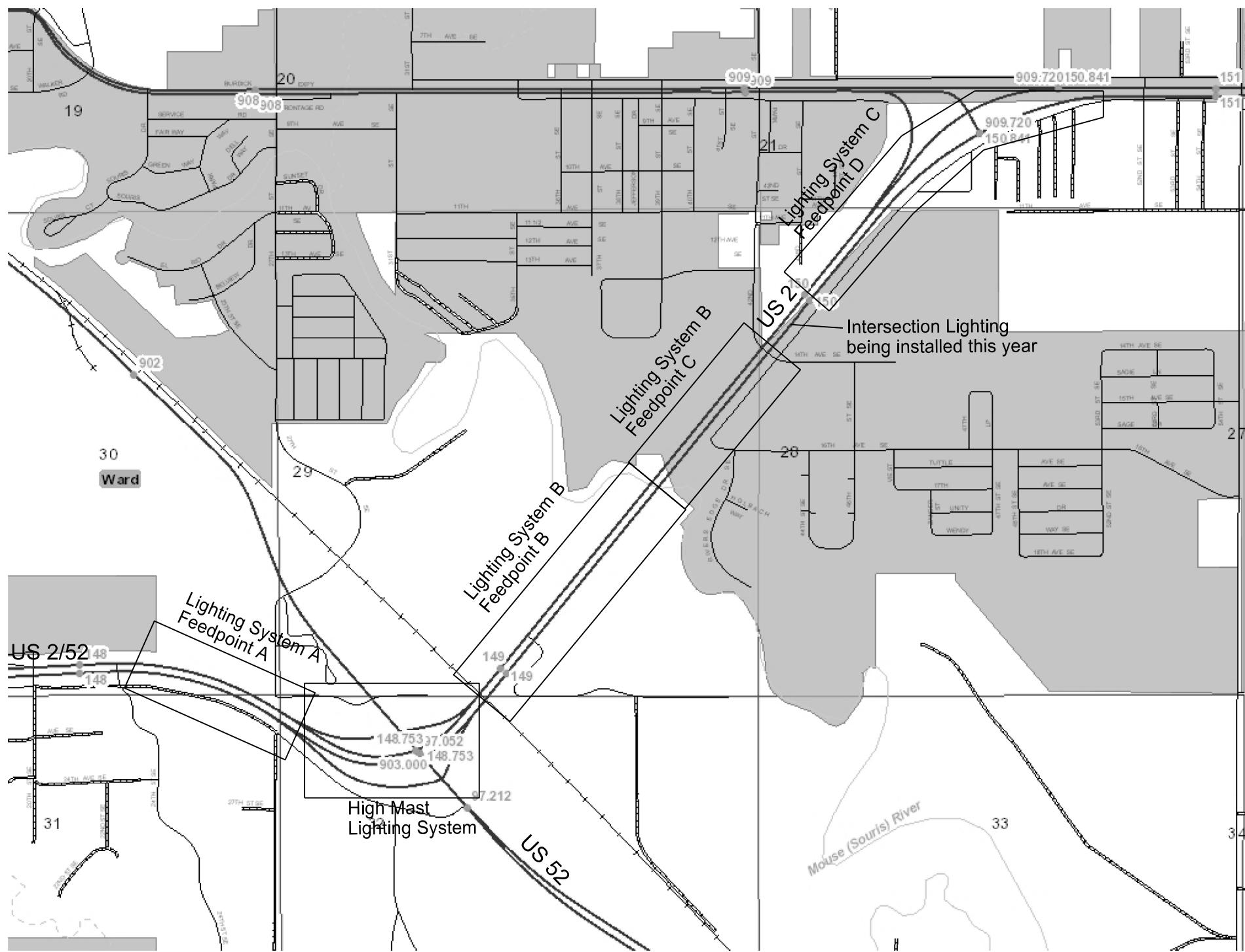
Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09



Minot



City of Minot

TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: August 16, 2018

SUBJECT: FAA 2018 AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT OFFER

I. RECOMMENDED ACTION

1. Recommend acceptance of the 2018 AIP Grant Offer 3-38-0037-054-2018 from the FAA in the amount of \$1,729,391; and
2. Recommend approval of the attached Budget Amendment; and
3. Authorize the Mayor and the City Attorney to sign necessary documents.

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director	857-4724
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III. DESCRIPTION

A. Background

The FAA has reviewed and approved Minot International Airport's 2018 AIP Grant Application. The \$1,729,391 offer represents the FAA's commitment to fund 90% of three 2018 projects. These include the Airport's share of the Fire Station 3 remodel, the purchase of two pieces of Snow Removal Equipment, and a required Wildlife Attractant and Stormwater Environmental Assessment. Each of these projects has been previously approved by the City, as were the associated Pre-Grant Application and the Grant Application. The remaining 10% of the costs for these projects come from state and local funds with 5% requested from the North Dakota State Aeronautics Commission, and the remaining 5% coming from the City. The City portion has been approved in the 2018 budget.

Acceptance of this grant obligates the Airport and the City to comply with all of the terms and conditions in the offer and in the Project Application.

B. Proposed Project

1. Airport Fire Station Remodel
2. Snow Removal Equipment Purchase
3. Wildlife Attractant and Stormwater Environmental Assessment

C. Consultant Selection

NA

IV. IMPACT:

A. Strategic Impact:

AIP grants are the primary source of funding for Airport capital projects. Through a partnership with the FAA, the Airport identifies and prioritizes projects, determines the scope, and manages the delivery process. These three projects are the most critical for completion in 2018.

Service/Delivery Impact:

As noted in the Grant Application:

SRE Sander and Broom:

The new SRE equipment will replace existing equipment that the airport has in its snow removal fleet. The existing sander is a 1975 International 5-ton truck. The broom being replaced is a 1996 Sweepster Broom. The manufacturer of the broom no longer produces this equipment and parts are nearly impossible to obtain. Both of these pieces of equipment have served the Airport well over the years, but have outlived their service life.

ARFF Remodel and Addition:

The existing ARFF station is a joint-use facility that is in part utilized by the City of Minot Fire Department to serve and respond to fire emergencies in the northern portion of the City. The existing ARFF station does not meet Code Requirements as it relates to ADA requirements, fire suppression, or emergency egress. The building configuration does not adequately support Gender Equity and Privacy Issues suitable for a professional work environment. Deficiencies also exist related to drainage, heating, ventilation, and insulation.

Wildlife Mitigation Design and Storm Water Improvement Design:

In February 2018, the Airport's Wildlife Hazard Management Plan (WHMP) was revised and approved by the FAA. This revision included five (5) recommendations for Wildlife Hazard Mitigation. This project will include the modification and improvement of the existing drainage ditches, as well as the modification and improvement of airfield marshland area. As it relates to Storm Water Improvement, in April of 2013 a Storm Water Management Plan (SWMP) was completed for MOT. This SWMP identified general shortfalls and inadequacies to be resolved at the Airport in order to comply with City of Minot stormwater standards.

Fiscal Impact:

These three projects have been previously approved by City Council and the City share included in the 2018 budget.

Project Costs and Funding

SRE Sander and Broom (AIR067 and AIR060):

SRE Broom	\$517,174
SRE Sander	<u>\$450,000</u>
Total	\$917,174*

*Includes budgeted amount of \$53,200 in Engineering Fees.

City Share	\$45,885
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Project Funding

Approved as part of Airport 2018 Budget, Capital Purchases

Total project budgeted amount:

1) SRE Broom: \$517,174

2) SRE Sander: \$450,000

ARFF Remodel and Addition (4243):

AIP Eligible Total Cost \$549,080
Federal Share (90% of AIP Eligible) \$494,172
City Share (5% of AIP Eligible) \$27,454

Wildlife Mitigation Design and Storm Water Improvement Design (AIR066):

Federal Share (90%) \$330,030
City Share (5%) \$18,335
**Addition \$835 of City Share to be covered with excess Sales Tax Funds (\$17,500 was budgeted for 2018)

V. ALTERNATIVES

Alt 1. The Council could recommend that this grant be rejected and these projects be cancelled or delayed.

VI. TIME CONSTRAINTS

The signed grant paperwork is due to the FAA by September 7, 2018.

VII. LIST OF ATTACHMENTS

- A. Grant Offer Cover Letter
- B. Grant Agreement
- C. Budget Amendment



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Bismarck Office
2301 University Drive, Building 23B
Bismarck, ND 58504

Federal Aviation Administration
Dakota-Minnesota Airports District Office
Minneapolis Office
6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

August 15, 2018

Mr. Rick Feltner, Director
Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703-2085

Dear Mr. Feltner:

We are enclosing the original and a copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-38-0037-054-2018 at Minot International Airport in Minot, North Dakota. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **September 7, 2018**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed "Original" Grant Agreement to the Bismarck office via US mail or commercial courier.
 - Retain the "Sponsor" executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to

make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Mark Holzer, 701-323-7393, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Andy Peek, Manager

Enclosure(s)

SPONSOR



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer	<u>August 15, 2018</u>
Airport/Planning Area	<u>Minot International</u>
AIP Grant Number	<u>3-38-0037-054-2018</u>
DUNS Number	<u>076498799</u>

TO: City of Minot
(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 7, 2018, for a grant of Federal funds for a project at or associated with the Minot International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Minot International Airport (herein called the "Project") consisting of the following:

**Rehabilitate Aircraft Rescue Fire Fighting Building at 50 Percent (50%) Prorate Share,
Acquire Snow Removal Sander and Broom Equipment,
Improve Airport Drainage-Phase 1 Design**

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,729,391**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
\$1,729,391 airport development or noise program implementation; and,
\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 20, 2018, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the

purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1. The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States. An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Primary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- May not be increased for a planning project;
- May be increased by not more than 15 percent for development projects;
- May be increased by not more than 15 percent for land project.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- Verify the non-federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 6/04/2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. Equipment or Vehicle Replacement. The Sponsor agrees that it will use the salvage proceeds from the sale of equipment being replaced by this project to reduce the total project costs.

24. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable its ACDBE program.

25. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

- 26. Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Rehabilitation of the ARFF Building included in the project must not exceed 50 percent of the actual cost of the entire building.
- 27. Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
- 28. Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Andy Peek
(Typed Name)

Manager
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

City of Minot

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By: _____

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Name of Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars_and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Minot

Airport: Minot International

Project Number: 3-38-0037-054-2018

Description of Work: Rehabilitate Aircraft Rescue and Fire Fighting Building for 2109 square feet, Acquire Snow Removal Sander and Broom, Improve Airport Drainage -Phase 1 design improvements for 17,000 feet of drainage ditches and wetland near Rwy 26 threshold per the WHMP

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Minot

Airport: Minot International

Project Number: 3-38-0037-054-2018

Description of Work: Rehabilitate Aircraft Rescue and Fire Fighting Building for 2109 square feet, Acquire Snow Removal Sander and Broom, Improve Airport Drainage -Phase 1 design improvements for 17,000 feet of drainage ditches and wetland near Rwy 26

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).
 Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

Yes No N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

Yes No N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

- Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

Yes No N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

Yes No N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

- Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).

Yes No N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

- Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Minot

Airport: Minot International

Project Number: 3-38-0037-054-2018

Description of Work: Rehabilitate Aircraft Rescue and Fire Fighting Building for 2109 square feet, Acquire Snow Removal Sander and Broom, Improve Airport Drainage -Phase 1 design improvements for 17,000 feet of drainage ditches and wetland near Rwy 26 threshold per the WHMP

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

Yes No N/A

5. Sponsor has publicized or will publicize a RFQ that:

- Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

Yes No N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

Yes No N/A

7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).

Yes No N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

- Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

Yes No N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

Yes No N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

Yes No N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).

Yes No N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Minot

Airport: Minot International

Project Number: 3-38-0037-054-2018

Description of Work: Rehabilitate Aircraft Rescue and Fire Fighting Building for 2109 square feet, Acquire Snow Removal Sander and Broom, Improve Airport Drainage -Phase 1 design improvements for 17,000 feet of drainage ditches and wetland near Rwy 26 threshold per the WHMP

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts

Airport Improvement Sponsor Certification

Sponsor: City of Minot

Airport: Minot International

Project Number: 3-38-0037-054-2018

Description of Work: Rehabilitate Aircraft Rescue and Fire Fighting Building for 2109 square feet, Acquire Snow Removal Sander and Broom, Improve Airport Drainage -Phase 1 design improvements for 17,000 feet of drainage ditches and wetland near Rwy 26 threshold per the WHMP

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Minot

Airport: Minot International

Project Number: 3-38-0037-054-2018

Description of Work: Rehabilitate Aircraft Rescue and Fire Fighting Building for 2109 square feet, Acquire Snow Removal Sander and Broom, Improve Airport Drainage -Phase 1 design improvements for 17,000 feet of drainage ditches and wetland near Rwy 26 threshold per the WHMP

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
 - a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

- b. Snow Removal Equipment as contained in AC 150/5220-20.
 - Yes
 - No
 - N/A
- c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
 - Yes
 - No
 - N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2018 ANNUAL AIRPORT BUDGET TO
INCREASE THE CAPITAL EXPENSES & REVENUES FOR AIRPORT
PROJECTS IN 2018 AFTER FAA FUNDS HAVE BEEN AWARDED. THE
INCREASE FOR \$59,900 IS FOR THE SNOW REMOVAL EQUIPMENT (SRE)
BROOM, THE WILDLIFE ATTRACTANT AND STORMWATER
ENVIRONMENTAL ASSESSMENT WILL BE INCREASED BY \$77,400, AND
THE ARFF STATION REHAB CONSTRUCTION INCREASED THE AIRPORT
SHARE BY \$2,852.**

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

§1: Amend the 2018 annual airport budget to increase the capital expenses and revenues for capital projects after FAA funds have been awarded.

100-0000-165.14-00	77,400	Wildlife Environmental Assessment
100-0000-165.14-00	2,852	ARFF Station Rehab
100-0000-165.14-00	59,900	SRE Broom
100-0000-332.10-10	69,660	Federal Wildlife Environmental Assessment
100-0000-333.10-10	3,870	State Wildlife Environmental Assessment
100-0000-333.10-10	2,567	Federal ARFF Station Rehab
100-0000-332.10-10	143	State ARFF Station Rehab
100-0000-333.10-10	53,910	Federal SRE Broom
100-0000-332.10-10	2,995	State SRE Broom

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

Shaun Sipma, Mayor

Kelly Matalka, City Clerk

City of Minot

TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: August 14, 2018

SUBJECT: LEASE ASSIGNMENT – CORPAT / ENTERPRISE

I. RECOMMENDED ACTION

1. Recommend approval of the Lease Assignment Document between CORPAT Inc. dba National/Alamo Car Rental and Enterprise RAC Company of Montana/Wyoming. LLC.; and
2. Authorize the Mayor to sign the required document.

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director	857-4724
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III. DESCRIPTION

A. Background

The National/Alamo car rental business at the Airport is in the process of being sold to Enterprise Car Rental. As part of this transaction, the companies have requested that the CORPAT lease now be assigned to Enterprise. The concession agreements with both companies allow for this, and the Airport does not have any reason to withhold approval of the lease assignment. Upon completion of the sales transaction, Enterprise will operate both counters and associated rental brands under separate concession agreements with the Airport. There will be no noticeable change for the public, or financial arrangements with the Airport.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

None

B. Service/Delivery Impact:

None

C. Fiscal Impact:

None.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Timely approval of the Lease Assignment will allow the parties to close their sale as scheduled on September 18, 2018.

VII. LIST OF ATTACHMENTS

- A. Assignment and Assumption Agreement
- B. CORPAT Lease 2018

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT is made in multiple originals and entered into by and between **Corpat, Inc.** dba National/Alamo Car Rental (hereinafter called "Assignor") and **Enterprise RAC Company of Montana/Wyoming, LLC** (hereinafter called "Assignee") (Assignor and Assignee being hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Assignor wishes to assign all its rights under that certain Rental Car Concession Agreement and Lease dated the 22nd day of December 2017 between Assignor and the City of Minot ("City") for operation of a rental car concession at the Minot International Airport ("Airport"), hereinafter referred to as "Concession Agreement"; and

WHEREAS, Assignor, Assignee and City each have a copy of the Concession Agreement; and

WHEREAS, Assignor has requested that the City consent to the assignment of Assignor's rights and obligations under the Concession Agreement to Assignee; and

WHEREAS, the City is willing to grant this request of Assignor to assign its rights under the Concession Agreement to Assignee, provided Assignee also agrees to assume Assignor's obligations, duties and responsibilities under the Concession Agreement; and

WHEREAS, City's consent to the Assignment of the Concession Agreement is conditioned upon the completion of a transaction between Assignor and Assignee whereby Assignee will acquire the Assignor's car rental business operations at and related to the Airport.

NOW, THEREFORE, in consideration of the terms, covenants and promises, agreements and demises herein contained, and for other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Assignor hereby transfers, assigns and sets over to the Assignee all right, title and interest of the Assignor in and to the Concession Agreement effective as of the 18th day of September 2018 ("Effective Date").
2. In consideration therefore, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities and obligations from the Effective Date forward under the Concession Agreement and agrees to be bound by all of the terms, conditions, provisions, covenants and obligations contained therein solely commencing as of and after the Effective Date.
3. Assignor warrants to Assignee that it is not in breach and at no time had any uncured breach of the Concession Agreement and hereby agrees, for itself and its successors and

assigns, to indemnify and hold harmless the Assignee and its parent and their directors, officers, employees, representative, consultants, agents and attorneys from any loss, damage, claim, cost or expense (each, a "Claim"), including such Claims as relating to any environmental condition or contamination, arising from the failure of Assignor, its successors or assigns, to perform any of the terms, conditions, covenants and obligations of the Concession Agreement, provided such indemnity shall apply only to failures commencing or accruing prior to the Effective Date.

4. Assignee hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless the Assignor from any loss, damage, environmental damage, claim, cost or expense solely arising from the failure of Assignee, its successors or assigns, to materially perform any of the terms, conditions, covenants and obligations of the Concession Agreement, provided such indemnity shall apply only to failures solely commencing and/or accruing on or after the Effective Date of this Assignment.
5. The Assignor shall remain responsible to the City for any and all obligations under the Concession Agreement prior to the Effective Date; and the Assignee shall be responsible to the City only for obligations under the Concession Agreement solely arising on and after the Effective Date. For purposes of this paragraph, the obligations of the Parties shall include, but not be limited to, the various responsibilities of each Party on Appendix "A" hereto.
6. The City consents to the assignment, as of the Effective Date, of the rights, duties, interest, liabilities and obligations of Assignor under the Concession Agreement to Assignee for the balance of the Term thereof and hereby authorizes execution of this Assignment and Assumption Agreement. The City understands and agrees that Assignor remains responsible for any and all obligations arising under the Concession Agreement prior to the Effective Date and that Assignee is responsible only for obligations solely arising on and after the Effective Date.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment and Assumption Agreement as of the date set forth below.

EXECUTED THIS THE _____ day of _____, 2018.

ASSIGNOR:
Corpat, Inc.

By: _____
Title: _____

ASSIGNEE:
**Enterprise RAC Company of
Montana/Wyoming, LLC**

By: _____
Title: _____

CONSENT GRANTED:
City of Minot

By: _____
Title: _____
Date: _____

Appendix "A"

Partial list of Assignor and Assignee Concession Agreement responsibilities

Assignor:

1. Payment of all rent and concession fees and remittance of all CFCs to the City for the month in which the Effective Date falls subject to after-the-fact adjustment as between Assignor and Assignee for proration of partial month amounts.
2. True up with Assignee on Contract Year to date Minimum Annual Guarantee and top up payment to Assignee if required for difference between 11% of Gross Receipts and prorated MAG to the Effective Date.
3. Monthly report to City of Gross Receipts for portion of month in which Effective Date occurs from first day of month to the day prior to Effective Date. Assignor will be required to complete this obligation by the 20th day of the month following the month in which the Effective Date occurs.
4. Assignor to complete certified statement of Gross Receipts and CFCs for the period of January 1, 2018 through to the day prior to Effective Date and shall submit to the City.

Assignee:

1. Adjustment and proration of rents and concession fees prepaid by Assignor but owed by Assignee for the month during which the Effective Date occurs.
2. Monthly report of Gross Receipts and CFCs to City from Effective Date to end of month in which Effective Date occurs and subsequent months.
3. Provide a Certified Statement of Gross Revenues and CFCs from Effective Date through end of current Contract Year (Effective Date through December 31, 2018) and for subsequent Agreement Years.
4. Provision of Insurance certificate to City.
5. Provision of security deposit bond in the amount of \$55,000.00 to City if required or to replace existing bond provided by Assignor, if any.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Ashley E. Beall, Municipal Judge

DATE: August 20, 2018

**SUBJECT: MUNICIPAL COURT MARRIAGES &
POSSIBLE CHANGE TO MUNICIPAL COURT SCHEDULE**

I. RECOMMENDED ACTION

Since becoming municipal judge, I have received many requests to perform marriages. This is not a duty of municipal judge, but rather an ability conferred upon becoming a judge.

Most requests are to have the marriage ceremony in the municipal courtroom in the weekday afternoon hours.

I am seeking the approval of the city council to utilize the municipal courtroom to conduct marriage ceremonies. My understanding is that it is a public facility; however, if the city council had any objection to the courtroom being used for such, I would honor that objection.

II. DEPARTMENT CONTACT PERSONS

Ashley E. Beall, Municipal Judge, 701-340-2316 or 701-852-0111.

III. DESCRIPTION

See above...

IV. IMPACT:

A. Strategic Impact:

I think the performance of marriage ceremonies in the municipal courtroom provides a nice option for Minot residents who are desirous of being married, but for various reasons are unable to plan and put on a traditional wedding (for example, an impending deployment, lack of financial resources, etc.).

B. Service/Delivery Impact:

I think that the provision of this service has very little impact on municipal court resources/staff, but I do think that it could increase general goodwill towards, and public perception of, the municipal court.

C. Fiscal Impact:

There should be no fiscal impact due to provision of this service. Municipal Court staff are fielding the calls regardless and the municipal court is open, lights on, functioning, already at the times in question.

Project Costs

N/A

Project Funding
N/A

V. ALTERNATIVES

I could perform the marriage ceremonies at a different public or private venue.

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

N/A

******I would also like to put it on everyone's radar that I am contemplating a change to the municipal court schedule, with significant input from the City Attorneys, Municipal Court Staff, and other municipal judges in similarly-situated communities. Any change in schedule would be made after careful consideration to the schedules and needs of all affected departments and would not go into effect until after the new year.******



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 22, 2018

SUBJECT: Authorize DR Grant Program Manager to Proceed with Allocation #1 RFL

I. RECOMMENDED ACTION

Authorize DR Grant Program Manager to proceed in carrying out implementation of Allocation #1 funded Revolving Loan Fund to create a 501(c)(3) nonprofit and to expand the existing sub-recipient agreement with Souris Basin Planning Council to manage RLF

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Several months ago, HUD approved a Substantial Amendment to the Allocation #1 Action Plan permitting the city to launch a revolving loan fund with \$800,000 in CDBG-DR funds to assist businesses and commercial property owners affected by the flood with primary focus on the downtown and other flood impacted commercial areas. The purpose of the RFL is to provide assistance in cases where businesses can demonstrate challenges in securing traditional financing or cost of traditional financing impedes ability to launch and/or continue as a “going concern.” After undertaking due diligence regarding what exists in the state and best practices with CDBG-DR RFL capitalized funds, the most prudent and effective process to follow is to create a 501(c)(3) nonprofit for the purpose of receiving the \$800,000 and serving as a basic non-traditional lender. Souris Basin Planning Council has the staff and expertise in managing federally capitalized RFL’s including non-traditional underwriting standards which means being able to access this expertise by expanding their existing sub-recipient agreement minimizes costs associated with management of the program. An option which could be used is that the city, itself, establish the revolving loan program, write the underwriting standards, and manage the loan portfolio but such an option is outside the purview and expertise currently existing with the city. A more practical option will be the nonprofit option.

B. Proposed Project

If authorization is granted, there will be three further steps necessary which will require City Council approval which are:

- Policy statement that the 501(c)(3) non-traditional lending services will ease a burden otherwise required to be provided by the city (standard IRS requirement)
- Once 501(c)(3) designation is secured, City Council approval of a sub-recipient agreement with the 501(c)(3) spelling out the terms and scope of the use of the \$800,000 in CDBG-DR funds

- City Council approval of added terms and conditions to the existing sub-recipient agreement with Souris Basin Planning Council to manage the RFL

It is important to note that this action is unrelated and not associated with the IEDC report and its recommended action steps. It also does not interfere or contradict anything contained in the IEDC report.

Rather, this recommended action is strictly related to unmet need we have identified in the Allocation #1 Action Plan to provide financial assistance to support business expansion and growth in the flood impacted areas which demonstrably continue to lag in sustained growth and recovery from the flood. Indeed, the substantial amendment to the Allocation #1 Action Plan was filed with HUD and approved by HUD long before any substantial work was undertaken by IEDC through their sub-recipient agreement.

It is important to note that a 501(c)(3) by IRS rules (attached) to be eligible for such designation must demonstrate that its operation and governance is separate and apart, and independent from government control. This means a majority of the 501c3 Board will not be and cannot be members of the city government. It is envisioned that the Board will include representation reflective of property ownership in flood affected areas, business community in flood affected areas, and experience and expertise with non-traditional lending.

IV. IMPACT:

A. Strategic Impact:

Taking this initiative will provide HUD with evidence of the city's intent to balance its resilience focus between residential and commercial, as well as to address unmet need within the business community which remained not reflected in any CDBG-DR funded activities.

B. Service/Delivery Impact:

Creates the means and methodology to further one of the primary CDBG-DR and CDBG-NDR goals set by HUD of using its funds as leverage potential for other funding sources.

C. Fiscal Impact:

None

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

Copy of IRS guidance on 501(c)(3)



Lessening the Burdens of Government as a Basis for Tax Exemption under IRC Section 501(c)(3)

Issue Title:

Lessening the Burdens of Government as a Basis for Tax Exemption under IRC Section 501(c)(3)

Description:

Whether an organization is lessening the burdens of government is determined by considering all relevant facts and circumstances. First, it is necessary to identify whether an organization is conducting activities that a governmental unit considers to be its burden, and, second, whether such activities actually lessen the governmental burden.

IRC Section and Treas. Regulation:

IRC Section 501(c)(3) Tax-exempt organizations

Treas. Reg. Section 1.501(c)(3)-1(d)(2): the term “charitable” includes “lessening the burdens of government.”

Resources (Court Cases, Chief Counsel Advice, Revenue Rulings, Internal Resources):

Court Cases:

Columbia Park & Recreation Assn. v. Commissioner, 88 T.C. 1 (1987), aff'd. without published opinion, 838 F.2d 465 (4th Cir. 1988): The Tax Court held that the mere assertion that, in petitioner's absence, government would have had to assume the activities in question did not mean the activities were, in fact, the burdens of government.

Indiana Crop Improvement Association, Inc. v. Commissioner, 76 T.C. 394 (1981), acq., 1981-2 C.B. 1: The Tax Court held an association whose primary activity was the certification of crop seed under State and Federal law was exempt under section 501(c)(3). The association was specifically delegated these functions in accordance with State law.

Quality Auditing Company, Inc. v Commissioner, 114 T.C. 498 (2000): The Court determined that the organization did not lessen the burdens of government, and that even if it did lessen the burdens, the organization more than incidentally served private interests of the owners and developers. See also Asmark Institute v. Commissioner, T.C. Memo 2011-20, aff'd. 2012 WL 2550474 (6th Cir. 2012)

Public Industries, Inc. v. Commissioner, T.C. Memo 1991-3: Citing Federal and State law, the court concluded that neither the Federal government nor the government of the state of petitioner's incorporation viewed petitioner's activity – purchasing prison-made goods for sale to the private sector - as a proper governmental function.

Revenue Rulings:

Rev. Rul. 85-1 holds that lessening the burdens of government occurs only if the governmental unit formally recognizes the activities of the organization to be its burden. This objective manifestation may be evident in the interrelationship between the organization and the governmental unit. The organization's activities were an integral part of a larger governmental program and the organization funded governmental expenses.

The fact that a governmental unit expresses approval of an organization's activities doesn't establish that the organization is lessening the burdens of government.

Rev. Rul. 85-2 sets forth two requirements for an organization to qualify for exemption under IRC section 501(c)(3) by lessening the burdens of government. These requirements are:

- 1) An organization's activities must be activities that a governmental unit considers to be its burdens, **and**
- 2) The activities of the organization must actually lessen such governmental burdens.

Analysis:

Issue: Is an organization tax-exempt under IRC § 501(c)(3) because it is lessening the burdens of government?

The organization has the burden of proof to demonstrate that it lessens the burden of government.

Based on all the facts and circumstances, an organization must demonstrate that a governmental unit considers the organization to be acting on the government's behalf. "Acting on the government's behalf" means the activities of the organization free up governmental assets (such as human, material or fiscal) that would otherwise have to be devoted to that activity if carried out by the governmental unit itself.

Refer to Rev. Ruls. 85-1 and 85-2 for the following relevant factors:

- 1) Identify activities that constitute the burdens of government.
- 2) Determine under what conditions an organization's activities actually lessen such burdens.

In the Columbia Park case, the petitioner provided a wide range of services and facilities to the residents of a large private real estate development. Petitioner argued that its activities lessened the burdens of government because the local or state government would have to provide these services if petitioner did not. The Tax Court rejected the petitioner's argument, and said that the organization had to demonstrate that the government accepted the activities conducted by the petitioner as its responsibility and recognized petitioner as acting on its behalf. In addition, the organization had to establish that its activities actually lessened the burden of the state or local government.

Even if you conclude that an organization is charitable because it does lessen the burdens of government, remember that it must also satisfy the other requirements of IRC § 501(c)(3), including that it not serve private interests more than incidentally. In Quality Auditing, the organization was formed to audit structural steel fabricators pursuant to its own certification program. The Court held that even if it concluded that the organization lessened the burdens of government, it would not be exempt because it was operated for the benefit of private interests of the steel industry. In the Indiana Crop case, the Court concluded that the

organization lessened the burdens of government, and also rejected an argument made by the Commissioner that the organization more than incidentally served the interests of commercial seed producers and commercial farmers.

Issue Indicators or Audit Tips:

As with any facts and circumstances test, cases will arise in which the correct conclusion is unclear. In that situation focus on:

- the statute creating or authorizing the organization
- the control exerted by governmental units over the organization's activities
- the interrelationship between the governmental unit and the organization
- the organization's funding
- whether the organization's activities defray general or specific expenses of the governmental unit
- whether the governmental unit has previously engaged in the same activity prior to the organization taking over such activity
- whether the activity is one which the governmental unit may, under state or local law, conduct itself
- In addition, other facts and circumstances may be relevant and should be considered.

Once the relevant facts are ascertained, weigh the facts and determine whether the organization has made the requisite showing of an objective manifestation by a governmental unit that the organization's activities constitute a burden of government, and that the activities actually lessen such burden.

Remember to also check for the other 501(c)(3) organizational/operational considerations

- Organizational Test (Purpose Clause; Dissolution Clause)
- Private Benefit/Inurement
- Unrelated Business Activity
- Commercial Purpose

Page Last Reviewed or Updated: 17-Jul-2018



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 20, 2018

SUBJECT: Appraisal Firms' Engagement for Acquisition efforts for Flood Damaged Structures

I. RECOMMENDED ACTION

Approve Hiring Mark Thelen Appraisal and Consulting for Appraisals and Kathy's Appraisal, Inc. for Review Appraisals if required, and to amend the Allocation #1 Voluntary Acquisition Program to establish property/structure value for making purchase offers to be post flood value

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

An RFP was issued for appraisal services to licensed appraisers as identified on the North Dakota state website to provide appraisal services to the city for acquisition of structures either through voluntary or involuntary acquisition which contain conditions causing spot blight which have become commonly known as "Zombie" homes. Three proposals were received. The range per appraisal for primary appraisal was \$600 to \$1,050 per appraisal. Core components used for consideration in engaging professional services is breadth and depth of experience as well as capacity to carry out required services on a timely basis. While all three proposals met the minimum standards, Mark Thelen Appraisal and Consulting provides the most extensive detail regarding background and experience as well as the capacity to carry out the required work on a timely basis. Kathy's Appraisal, Inc. while lowest response in price does not present the breadth and depth of experience and capacity but does offer sufficient detail to be selected for review appraisals if required. Review appraisals are only required for involuntary acquisition. It should be noted as with the case for all HUD funded contracts, the necessary and reasonable basis employed for this RFP is the single family residential per appraisal price used by CDM Smith for the NDR involuntary buyout program for flood control projects which is \$1,600 per appraisal. The original voluntary acquisition program under Allocation #1 used pre flood value which was felt at the time to be fair since it was only 1 to 2 years after the flood. Now that the time is 7 years after the flood, the owners of structures which have not been repaired should be offered current value reflecting current conditions to not be rewarded for allowing these properties to remain in disrepair for so long.

B. Proposed Project

After considerable research and very helpful and constructive interaction with city departments, it is very evident that using involuntary acquisition in North Dakota for spot blight condition properties can be both problematic and challenging. Of the 33 properties

which have been identified as fitting concerns about being Zombie homes, we have become aware of one third of the property owners who have expressed a willingness to sell. There is an existing voluntary acquisition program within Allocation #1 which, while not used for some time remains in effect until 12/31/18 with the ability to fund acquisitions through it without requiring an amendment to the Allocation #1 Action Plan. By engaging Mark Thelen Appraisal & Consulting @ \$800 per appraisal and Kathy's Appraisal, Inc. at \$350 per appraisal review, it will provide the option of immediate pursuing acquisition of properties from willing sellers while continuing to explore options in terms of actions to be taken with those property owners not willing to sell voluntarily.

IV. IMPACT:

A. Strategic Impact:

The process can be started on a voluntary basis to begin to address the concern of homes not habitable damaged by the flood adversely affecting the stability of residential neighborhoods.

B. Service/Delivery Impact:

This project demonstrates a recognition by the city of the problems being caused by these described "Zombie" homes in posing threats to the stability of residential neighborhoods.

C. Fiscal Impact:

Costs will be incurred and paid from Allocation #1 \$800,000 which has been set aside to acquire these properties.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 22, 2018

SUBJECT: CDBG-DR and CDBG-NDR Contract Performance Guidelines

I. RECOMMENDED ACTION

Approve CDBG-DR and CDBG-NDR Contract Performance Guidelines

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Experience the city has encountered with past major projects involving HUD funds including 16th Street Crossing LLC project and the Parking Ramps has warranted an assessment and review of the policies and procedures in place for use in managing such activities and projects. Successful recent completion of the Park South multi-family rehabilitation project for LMI tenants as a NDR project is a solid example of a well-defined, benchmark measurable project with a strong partnership between the city and the developer. HUD in their recent technical assistance visit noted the city's solid list of policies and procedures but suggested as an additional step to demonstrate lessons learned from past adverse experiences to further memorialize in writing a clear set of steps to be undertaken for all major projects and procurements. The accompanying set of guidelines has been in the works for several months based on the step by step process which has been used with the Park South project and the HUD rules and regulations.

B. Proposed Project

While the CDBG-DR and CDBG-NDR Contract Performance Guidelines have been followed in practice starting back in the latter half of 2017, its approval by the City Council will put in place clear written policy that will demonstrate to HUD the enhanced and upgraded procedures being followed.

IV. IMPACT:

A. Strategic Impact:

Meetings HUD well established expectations for Grantees of taking advantage of lessons learned from previous activities and projects which encountered obstacles and challenges in a due diligence effort to not repeat such experiences.

B. Service/Delivery Impact:

Formalizes in writing the practices which have been followed since the latter part of 2017.

C. Fiscal Impact:

None

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

Copy of CDBG-DR and CDBG-NDR Contract Performance Guidelines

CDBG-DR and CDBG-NDR Contract Performance Guidelines DRAFT

The following set of guidelines are to be followed when the city is engaging in development agreements, major procurement contracts, and related commitments of CDBG-DR and CDBG-NDR funds under city control to a private entity (for profit and nonprofit).

There key stages are:

- Procurement
- Performance
- Close Out

In all three key stages it is important to document all activities, communications, decisions, monitoring and closeout in writing with source(s) (i.e. author and people involved) and there should be an "A to Z" file maintained by the city designated compliance function originating department that contains everything necessary to offer a complete narrative involving the contract/agreement.

The underlying principles throughout the process should be:

- Multiple touches
 - From the outset, core city departments should be directly involved:
 - Originating department clearly identified
 - City attorney
 - Finance Department
 - City Manager
 - Other departments/city functions which either have expertise connected to the contract or will be directly/indirectly should be consulted and involved
- Thorough vetting
 - Core questions should be answered completely:
 - Does the developer/contractor/vendor have a demonstrated track record providing what is being sought in the contract/agreement (ideally at least 3 years proven past success)?
 - Verified proof that developer/contractor/vendor has full control over what will be provided (i.e. developer clear ownership of entire site, building, etc.)
 - At least two complete years of financials of all parties involved
 - Two to three reference checks
- Unambiguous outcomes
 - Quantitative deliverables
 - Clearly articulated penalties as appropriate to the procurement deliverables based on deliverables and timelines
 - Clear timelines to serve as basis for scheduled payments (timeline not met then no payment until timeline requirement is met, and/or penalty imposed as defined)
- Measurable performance benchmarks
 - Benchmarks if at all possible should be embedded clearly in the contract/agreement to be used as tracking milestones to measure compliance on an ongoing basis and catch any delays or variations as early in the process as possible
 - Responsibility for contract/agreement management/monitoring clearly defined

- Checklist should be created for use by both city compliance function and contractor which identifies all requirements

PROCUREMENT:

- Methodology:
 - Assess best option to produce most beneficial outcome for the city (i.e. RFP, sealed bid, RFQ, negotiated sole source)
 - Vet method chosen as being statutorily acceptable (refer to applicable local, state, and/or federal regulations)
 - Create a check list to use as a guide for all actions needed leading to execution, all needed attachments, and all due diligence steps including sign offs by all involved city departments
 - Formulate clear scope, need, and purpose
 - Establish reasoned, reasonable estimate of cost and connect to funding source(s), funding source requirement (i.e. Allocation #1, #2 or NDR rules)
- Transparency:
 - CM approval for method chosen
 - City Council approval for method chosen including sole source negotiation
 - Establish and identify needed funding source(s)
- Competitive option used
 - Allow sufficient response time to promote transparency as well as allow complete responses depending on detail of RFP, competitive bid,
 - Decision on advertising should be based on cost effective outreach to assure maximum potential competition
 - Communication with interested bidders should be as transparent as possible (ideally written is always better than verbal)
 - Articulate process to be used for determination of awardee
- Selection/Negotiation
 - Before commencing drafting of contract from competition or negotiating if sole source, the vetting process should be completed
 - Any inconsistencies or anomalies discovered during vetting should be satisfactorily addressed as part of the written record but, if not possible, then consultation among the core departments should happen to decide go or no-go
 - There should be consistency in contract/agreement with the RFP/Bid/RFQ documents or, if negotiation, scope upon which project was green-lighted, especially what is to be delivered and time frame
 - All terms, obligations, conditions and requirements should be specific and clear (no opportunity to “interpret”)
 - Starting date of contract/agreement should be inserted in the contract language
 - Final contract should be vetted by core departments
 - City Council approval
 - All signatures should be dated

PERFORMANCE:

- Commencement:
 - Entrance conference should include all parties to the contract, review expected process and outcome, identify specific individuals responsible both city side and contractor/agreement entity, and opportunity to address any lingering or unexpected questions or issues...
- Oversight:
 - Originating department should establish written internal schedule for status reviews and updates on progress of contract/agreement deliverable benchmarks/outcomes
 - Any evidence of delays, deviations from requirements or other differences than contract provisions should always be immediately communicated in writing by the originating department to the contractor/developer/vendor with a timeline clearly set for corrective action
 - Require written responses from contractor/developer/vendor and if timely, addresses issues then put in file
 - If timely responses and raises legitimate need for changes then follow procedures under original negotiation
 - Any changes, amendments, etc. required to be in writing and approved by City Council approval
 - If response is not timely or satisfactory, then city attorney and finance department should become involved to conclusion in addressing issues
 - If resolution of issues becomes evident to not be not possible then timely decision should be made to exercise clauses of contract for non-performance if at all possible before extricating city becomes not cost effective
 - City Council should be consulted immediately upon a decision made that resolution of issues is not possible when resolution is decided is not possible
 - Completion:
 - If applicable, a punch list should be established by the originating department as the contract/agreement draws to a close to serve as a basis for assuring that all obligations and requirements have been met
 - If a punch list is not applicable, then check list should be employed to serve as source for assuring all requirements are met

CLOSE OUT:

- Close out meeting should be held with the originating department and the vendor/contractor/developer to review punch list and check list to assure there are no lingering questions or issues
 - Ideally, it would be best to have the vendor/contractor/developer sign off on the check list/punch list as evidence of all requirements being met and verified by sign off by the originating department

- Finance department should be informed that close out of contract/agreement has happened
- Originating department should undertake a complete review of the file folder, assure all necessary documentation in sequence order is within the folder, and maintain the records until authorized to dispose



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 20, 2018

SUBJECT: Approve Change Order to Address Structural Issues with Home Sweet Home

I. RECOMMENDED ACTION

Approve \$17,692.75 Change Order for Home Sweet Home contract with Dig It Up

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Upon elevating Home Sweet Home above its foundation, it was discovered by city building inspection unit that there appeared to be structural issues that could result in the house not being able to sit on a new foundation. EAPC as an approved sub-contractor for CDM Smith with engineering services was requested to inspect the underneath sections of the house both to determine what shoring work, if any, is necessary, and the causes(s) of the conditions foundation. The EAPC report found that there needed to be repairs providing an estimate of \$17,692.75 which serves as compliance for HUD requirements as being necessary and reasonable. EAPC also determined that the adverse conditions were the result of the flood and aging wear and tear. It was also determined by CDM Smith that these conditions were not visible prior to the elevating of the house because of the existing basement structures not allowing access.

B. Proposed Project

Dig It Up agreed to undertake the work pursuant to EAPC's report at the price recommended by EAPC which met the HUD standards of necessary and reasonable. The work needed to be done prior to being able to formally seek City Council approval because the house structure's temporary location risked impeding timely continued work related to the first three phases of the flood wall. Work was completed and Home Sweet Home was successfully moved on a timely basis to not delay flood wall contractor related work. The added shoring costs still keeps total cost of Home Sweet Home relocation below the Engineering estimate of \$600,300. The change order amount added to the original bid price results in a total cost of \$583,462.75.

IV. IMPACT:

A. Strategic Impact:

Successful relocation of Home Sweet Home on new foundation out of flood plain results in city meeting compliance with State Historical Preservation Office requirements closing out its obligations.

B. Service/Delivery Impact:

Completion of shoring work resulted in successful move of Home Sweet Home on a timely basis to allow flood wall related work to progress as scheduled.

C. Fiscal Impact:

Funds have been budgeted within the NDR approved allocation.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

a. EAPC Engineer Report



EAPC Proj. No: 20182360

	DESCRIPTION	QTY.	UNIT	Cost/UNIT	TOTAL
Note-1	SE Rim Joist 2x6 Materials (lumber, fasteners etc.)	18	lf	\$7.50	\$135.00
	SE Rim Joist stripping, cutting & preparation	18	lf	\$35.00	\$630.00
	SE Rim Joist shoring & jacking	10	ea.	\$55.00	\$550.00
	SE Rim Joist installation labor	18	lf	\$40.00	\$720.00
					\$2,035.00
Note-1	East Rim Joist 2x6 Materials (lumber, fasteners etc.)	25	lf	\$7.50	\$187.50
	East Rim Joist stripping, cutting & preparation	25	lf	\$25.00	\$625.00
	East Rim Joist shoring & jacking	3	ea.	\$37.50	\$112.50
	East Rim Joist installation labor	25	lf	\$32.50	\$812.50
					\$1,737.50
Note-1	NE Rim Joist 2x6 Materials (lumber, fasteners etc.)	14	lf	\$7.50	\$105.00
	NE Rim Joist stripping, cutting & preparation	14	lf	\$55.00	\$770.00
	NE Rim Joist shoring & jacking	17	ea.	\$55.00	\$935.00
	NE Rim Joist installation labor	18	lf	\$55.00	\$990.00
					\$2,800.00
Note-1	SW Rim Joist 2x6 Materials (lumber, fasteners etc.)	21	lf	\$7.50	\$157.50
	SW Rim Joist stripping, cutting & preparation	21	lf	\$35.00	\$735.00
	SW Rim Joist shoring & jacking	12	ea.	\$55.00	\$660.00
	SW Rim Joist installation labor	20	lf	\$55.00	\$1,100.00
					\$2,652.50
Note-2	SW Joist 2x6 Materials (lumber, fasteners etc.) 10x11	115	lf	\$7.50	\$862.50
	SW Joist stripping, cutting & preparation	115	lf	\$10.00	\$1,150.00
	SW Joist shoring & jacking	12	ea.	\$35.00	\$420.00
	SW Joist installation labor	115	lf	\$10.00	\$1,150.00
					\$3,582.50
Note-6	SW Joist 2x6 Materials (lumber, fasteners etc.)	16	lf	\$7.50	\$120.00
	SW Joist stripping, cutting & preparation	11	ea.	\$35.00	\$385.00
	SW Joist shoring & jacking	11	ea.	\$40.00	\$440.00
	SW Joist installation labor	11	ea.	\$37.50	\$412.50
					\$1,357.50
Note-7	SW Joist 2x6 Materials (lumber, fasteners etc.)	16	lf	\$7.50	\$120.00
	SW Joist stripping, cutting & preparation	8	ea.	\$55.00	\$440.00
	SW Joist shoring & jacking	8	ea.	\$45.00	\$360.00
	SW Joist installation labor	8	ea.	\$37.50	\$300.00
					\$1,220.00
	Subtotal				\$15,385.00
	15% O&P				\$2,307.75
	Grand total				\$17,692.75



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 23, 2018

SUBJECT: CITY COUNCIL REJECT DEMOLITION BIDS OF JULY 18 & AUGUST 17, 2018

I. RECOMMENDED ACTION

1. City Council ratifies staff decisions to (1) reject all July 17, 2018 bids for demolition work for 614 & 717 4th Avenue NE, 205 & 215 Maple Street, 400 Maple Street, and 430 4th Avenue NE and (2) rebid the projects.
2. City Council reject all August 17, 2018 for 614 & 717 4th Avenue NE, 205 & 215 Maple Street, 400 Maple Street, and 430 4th Avenue NE.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Bids received on July 18, 2018 were:

• 430 4 th Avenue		
○ Dig It Up	\$121,195	
○ K&R	\$148,865	
○ Berger	\$210,271.50	
○ CDM Smith Engineer Estimate	\$ 72,210	
• 400 Maple Street		
○ Klimpel Excavating	\$ 61,280	
○ Dig It Up	\$ 84,100	
○ K&R	\$ 90,327	
○ Berger	\$105,963	
○ CDM Smith Engineer Estimate	\$ 51,950	
• 205/215 Maple Street		
○ Dig It Up	\$203,800	
○ Berger	\$246,445.50	
○ K&R	\$284,092.50	
○ CDM Smith Engineer Estimate	\$150,150	
• 614/701 4 th Avenue		
○ Dig It Up	\$175,907	
○ Berger	\$261,465.50	
○ CDM Smith Engineer Estimate	\$158,100	

Bids Received on August 17, 2018 were:

• 430 4 th Avenue		
○ Berger	\$119,796.50	
○ Dig It Up	\$127,400	

○ Hight	\$130,865
○ CDM Smith Engineer Estimate	\$127,400
● 400 Maple Street	
○ Klempel Excavating	\$ 60,480
○ Berger	\$ 68,613
○ Dig It Up	\$ 82,900
○ CDM Smith Engineer Estimate	\$ 64,225
● 205 & 215 Maple Street	
○ Berger	\$193,370.50
○ Dig It Up	\$223,800
○ Hight	\$224,875
○ CDM Smith Engineer Estimate	\$210,004
● 614 & 701 4 th Avenue NE	
○ Berger	\$189,833
○ Dig It Up	\$225,192.50
○ CDM Smith Engineer Estimate	\$205,192.50

B. Proposed Project

It is recommended that all bids for both July 18, and August 17. 2018 be rejected

IV. IMPACT:

A. Strategic Impact:

There is no exigent need for these demolition contracts to be awarded which demolition of these structures can wait to occur until 2019.

B. Service/Delivery Impact:

The work related to these bids will be reviewed and re-evaluated for action in the future.

C. Fiscal Impact:

No costs anticipated.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 16, 2018

SUBJECT: CP RAIL MAIN ST CROSSING UPGRADE (4384)

I. RECOMMENDED ACTION

1. Recommend approval of the Cost Participation and Maintenance Agreement with the NDDOT for the CP Rail Main St Crossing Upgrade project; and authorize the Mayor to sign the agreement
2. Pass an ordinance to amend the 2018 annual budget to increase the street improvement expenditures

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

Currently, the CP Rail crossing at Main St N does not have a constant warning time (CWT) system. CWT systems detect oncoming trains by speed and distance and are a safety improvement over older antiquated systems.

B. Proposed Project

The CP Rail is proposing to install an upgrade to the crossing equipment at Main St N. Upgrading to CWT is a significant safety improvement to the crossing.

Most of the CP's crossings through Minot do not have CWT systems, although some have been upgraded in the last few years. The last system upgrade was at Central Avenue.

If the City wishes to move ahead with a downtown quiet zone on the CP's system, upgrading the signals to CWT is a requirement. For this project, the federal government is proposing to pay 90% of the project cost. If the City completes this project alone in the future, the cost would be 100% City funds.

C. Consultant Selection

The project is being designed by CP Rail.

IV. IMPACT:

A. Strategic Impact:

CWT systems are a significant safety upgrade on rail/street crossings. If a future quiet zone is implemented downtown, the CWT systems are a requirement.

B. Service/Delivery Impact:

Main St crossing may be closed for short periods during this work, which is anticipated to start sometime in late 2018 or 2019.

C. Fiscal Impact:

As part of this CPM agreement, the City is required to pay 10% of the project cost. The total project is estimated to cost \$251,727.22 of which \$226,554.50 will be federally funded.

The City's cost share is anticipated to be \$25,172.72. The City will budget \$30,000 from HUB City funds.

V. ALTERNATIVES

Alt 1. Council could deny the City's participation in this project. However, the NDDOT will likely push the project one year into the future and the City again will be required to participate.

VI. TIME CONSTRAINTS

The NDDOT needs the agreement approved quickly to secure the 90% federal funds for this project.

VII. LIST OF ATTACHMENTS

- A. CPM Agreement
- B. Budget Amendment

**North Dakota Department of Transportation
URBAN AGREEMENT FOR CONSTRUCTION OF FEDERAL AID PROJECT
TITLE II SAFETY PROGRAM**

Federal Award Information – To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Paul M. Benning, PE

Telephone: 701-328-2217

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. RPS-9-999(403)

City of Minot

Description: Upgrade of the Existing Railroad Signal over Main Street North

The state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Minot, North Dakota, hereinafter referred to as the City, hereby agree that:

1. The SOO Line dba Canadian Pacific Railroad will upgrade the existing railroad signal system at crossing DOT 698920G over Main Street North, in the City of Minot North Dakota.
2. The estimated project cost is \$251,727.22. This amount will require a minimum of 10% Federal funds. By process, the project will be 90% Federal and 10% City funds.
3. NDDOT will take all steps necessary toward securing cooperation with the United States Government through the Federal Highway Administration (FHWA) in order to obtain federal funds for the project construction, to the extent provided in Title 23 of the United States Code (90% federal funds), as amended and supplemented.
4. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.
5. The City will reimburse NDDOT for all construction payments advanced by NDDOT except the amount paid by FHWA. It is specifically agreed and understood that at any time that the City shall fail to reimburse NDDOT within 60 days after billing for funds advanced in behalf of the City, this document shall constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the City out of the Highway Tax Distribution Fund and the state treasurer is hereby directed to pay NDDOT all such funds until the total thereof shall equal the sum billed pursuant to this agreement.
6. Appendices A and E of the Title VI Assurances, attached, is hereby incorporated into and made a part of this agreement.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this _____ day of _____ 20_____.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of _____

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the date last below signed.

APPROVED as to substance by:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

CLA 52175 (Div.17)
L.D. Approved 7-16



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the City of Minot will provide non-federal funds, whose source is identified below, as match for the amount the City is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by City. Please designate the source(s) of funds in the City budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

City of _____

NAME (TYPE OR PRINT)

SIGNATURE

*
TITLE

DATE

*Mayor or President of City Commission

CLA 52175 (Div. 17)
L.D. Approved 7-16



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability and automobile liability insurance – minimum limits of liability required of the Governmental Entity are \$250,000 per person and \$500,000 per occurrence. The minimum limits of liability required of the State are \$250,000 per person and \$1,000,000 per occurrence.
- 2) Workers compensation insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09



ORDINANCE NO:

AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE THE STREET IMPROVEMENT EXPENDITURES FOR THE UPDATING OF THE CONSTANT WARNING TIME (CWT) OF THE CP RAILWAY CROSSING ON MAIN ST N AND WILL BE FUNDED USING HUB CITY FUNDS.

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

§1: The 2018 annual budget to increase the street improvement expenditures for the updating of the CWT at the CP railway crossing on Main St N, which will be funded with HUB City funds:

271-8400-431.81-23		\$30,000
--------------------	--	----------

§2: Approve the transfer of funds:

413-0000-491.32-13	3608	30,000
271-0000-391.34-02	4384	30,000

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Shaun Sipma, Mayor

Kelly Matalka, City Clerk



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Public Works Director

DATE: August 22, 2018

SUBJECT: ENGINEERING AMENDMENT - NE WATER DISTRIBUTION (PROJECT NUMBER 4156)

I. RECOMMENDED ACTION

1. Recommend approval of an engineering amendment for Houston Engineering in the amount of \$8,861.00
2. Authorize the Mayor to sign the agreement on behalf of the City.

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Public Works Director	857-4140
Jason Sorenson, Assistant Public Works Director	857-4140

III. DESCRIPTION

A. Background

The project constructed a water transmission main along 30th Ave NE from 27th St east to 13th and then north to 46th Ave NE. This was the last phase to providing a fully looped water system in NE Minot through a connection with the NW Minot distribution system. The project was bid in April of 2017 and Wagner Construction submitted the low bid at \$1,694,160.00. They have completed all remaining contract items. During the pre-construction conference, Wagner requested the option to open cut a portion of the water transmission line instead of boring it so that they could utilize their crews for the open cut work instead of a sub-contractor. In doing so, this method reduced the cost of the project by approximately \$32,300.00. A change order was issued for Wagner to proceed with additional linear feet of open cut instead of boring to save money.

During the course of this work, there was additional construction observation time and effort required to oversee this work by the consultant in an amount of \$8,861.00.

In addition to this, the contractor exceeded the contract completion date, so liquidated damages in the amount of \$9,000 have been assessed against the contractor to cover the additional engineering.

The total project cost was reduced from the original bid amount of \$1,694,160.00 to \$1,649,172.30. Approval of this engineering amendment will still provide a project under the bid amount when liquidated damages and other cost reduction methods were included.

IV. IMPACT:

B. Fiscal Impact:

The project was funded 60% from a ND State Water Commission grant and 40% from State Oil and Gas Tax revenues.

Project Costs

Total Bid	\$1,694,160.00
Net change by change order	<u>\$ (44,987.79)</u>
Total Construction Cost	\$1,649,172.30
Design & Construction Engineering	\$ 274,480.00
Engineering Amendment	<u>\$ 8,861.00</u>
Total Project Cost	\$1,932,513.30
TOTAL funding budgeted	\$1,968,640.00

V. LIST OF ATTACHMENTS

A. Engineering amendment – Houston Engineering

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 18, 2016.

Amendment To Task Order No. One (1)

1. Background Data:

- a. Effective Date of Task Order: January 18, 2016
- b. Owner: City of Minot
- c. Engineer: Houston Engineering, Inc.
- d. Specific Project: Trunk Water Main Expansion along 46th Ave NE from approximately 5th Street NE to 13th Street NE, then south on 13th Street NE to 30th Ave NE, then east on 30th Ave NE to 27th Street NE, and a Pressure Reducing Valve (PRV) Station.

2. Description of Modifications

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: See attached Construction Budget Update Memo.

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ 274,480.00
- b. Net change for prior amendments: \$ 0
- c. This amendment amount: \$ 8,860.00
- d. Adjusted Task Order amount: \$ 283,340.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 09-05-2018.

OWNER:

By: _____

Title: _____

Date _____
Signed: _____

ENGINEER:

By: _____

Title: _____

Date _____
Signed: _____



PROJECT MANAGER

8/23/18

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 8-22-18

SUBJECT: SUNDRE RAW WATERLINE RE-ROUTE ENGINEERING AMMENDMENT P#4195

I. RECOMMENDED ACTION

1. Recommend approval of the engineering amendment with Houston Engineering for additional work due to CP Rail requirements.
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4140
Jason Sorenson, Asst. Director of Public Works	857-4140

III. DESCRIPTION

A. Background

As the City and SRJB progressed with the design of the first three phases of flood protection. It became apparent that a large portion of the existing fiber glass Sundre raw water line that brings water from the sundre wellfield SE of Minot to the Water plant will need to be relocated for the flood protection. The estimated cost of relocating this line for Phase I of the flood control project alone is \$2.25 million dollars. When the Maple Diversion project is built, it is estimated that an additional \$5 Million + will be required to relocate the sundre line in that phase. An estimated cost of relocation of the Sundre line for all phases of the flood protection would be in excess of \$28 million dollars, if it could be done at all.

In reviewing the costs for the relocation of the sundre line, which is a 40 year old fiber glass line, with leaks and it is difficult to acquire repair parts for, staff began looking at other options, such as alternate routes to re-route the sundre line

In discussions with the SWC and the design engineers for the NAWS project. They felt there were many benefits to re-routing the sundre line and tying it into the NAWS line. Some of the benefits include:

1. Replacing an old fiberglass line with a smaller pressure line that can be maintained and parts are available for.
2. Providing a mixing of ground water with the lake water prior to final treatment at the Minot Water Plant.
3. Provide raw water storage from the sundre field of approx. 2 million gallons, which will reduce the amount of storage needed on the line coming from the water plant at Max.

During the construction of the new Sundre raw water line, part of this work consisted of boring under the CP Railroad as the new line leaves the Sundre well field. A permit was acquired by CP Rail and this permit or occupancy license, was approved by CP Rail on May 1, 2017 for this

bore. On December 4, 2017, when the contractor set up to complete this bore, CP Rail personnel shut the contractor down and we were notified that the CP Rail permit requirements had been updated as of October 3, 2017 and we would have to meet these new requirements before the bore could be completed. Houston Eng. And the City argued that our permit had been issued prior to these new requirements and we should not have to stop work and complete this additional analysis. CP Rail would not budge and furthermore, they wanted us to hire their consultant to complete the additional geotechnical work and settlement analysis they require with the new permit. Doing so would have delayed the project a minimum of 6 months and been much more costly than utilizing a local consultant (Braun) to complete the geotechnical analysis. CP Finally agreed to allow the use of a local consultant, but we would have to pay their consultant to review the report. Houston was given the go ahead to complete this work to keep this project moving forward as delays were critical as the old Sundre line could not be abandoned, which was in the path of the Phase 1 flood protection project, until this new line was in operation.

The result of this additional effort caused additional time and effort of Braun to complete the additional boring and analysis of settlement (\$33,026.70), CP Rail geotechnical engineer to review the settlement report (\$7,000) and Houston Engineering additional time for project management, report review and submittal, survey for boring and settlement monitoring (\$26,101.64).

B. Proposed Project

- Replacing an old fiberglass line with a smaller pressure line that can be maintained and parts are available for.
- Providing a mixing of ground water with the lake water prior to final treatment at the Minot Water Plant.
- Provide raw water storage from the Sundre field of approx. 2 million gallons, which will reduce the amount of storage needed on the line coming from the water plant at Max.

C. Consultant Selection

Houston Engineering was chosen for the design and Construction engineering under the state requirements for engineering selection. This contract amendment is for the additional services as outlined earlier engineering services.

IV. IMPACT:

A. Strategic Impact:

This is the major raw water source for the City of Minot and NAWS system. Delay in completing the project, creates additional delay for the phase 1 contractor and could easily result in several hundred thousand dollars.

B. Fiscal Impact:

Funding for this project was approved by City Council at the March 2016 Council meeting. The construction engineering in total was estimated not to exceed \$869,650.00 This amendment would increase the Construction engineering by \$66,128.34 to \$935,778.34 Funding for this project is from NAWS sales tax cash reserves. 65% of the cost will be reimbursed by the State Water commission on a future NAWS project. Total engineering compensation is less than 7% of construction cost.

V. TIME CONSTRAINTS

By not moving ahead with the additional engineering and geotechnical work be working through CP Rail consultants, which would have been much more costly, we would have experience additional

months of delay to the contractor in the phase 1 flood protection project, which in turn would result in thousands of dollars of compensation for delay.

LIST OF ATTACHMENTS

- A. Amendment Houston Engineering - \$66,128.34

MEMO

Sundre Pipeline Relocation Project



HoustonEngineering Inc.

Date: August 21, 2018

18 3rd Street SE Ph. (701) 852-7931
Minot, ND 58701-3700 Fax (701) 858-5655

From: Dave Schwengler, Project Manager

To: Dan Jonasson, Public Works Director

Subject: Sundre Pipeline Relocation Project,
Construction Budget Amendment,
Additional Services for
CP Rail Settlement Analysis

The purpose of this Memorandum is to provide background and documentation for the attached Budget Amendment needed for Additional Services related to the Canadian Pacific (CP) Rail Crossing on the Sundre Pipeline Relocation Project, City Project No. 4195. This memo documents the additional costs expenditures that were incurred due to CP Rail changing their policies during the project construction.

The route of the Sundre Pipeline Relocation Project required that the new 24-inch PVC pipe cross the railway at the River Bend Road CP Rail crossing. During project design, a CP Rail Crossing Application was submitted to CP Rail on March 8, 2017 and subsequently, Utility Occupancy License No. 5002401 was granted to the City of Minot by CP Rail on May 1, 2017. On December 4, 2017, as the contractor was preparing to install the 42-inch steel casing pipe (to protect the 24-inch PVC water pipeline and railroad tracks from settlement), they were informed by CP Rail personnel that additional requirements were now required and that the contractor must cease construction activities within the CP Rail right of way. The contractor notified Houston Engineering (HEI) of these developments and provided the CP Rail contact. HEI promptly contacted Mr. Otis Goodman at CP Rail and we were informed that effective October 3, 2017, CP Rail changed the Geotechnical Protocol for pipeline and utility installations within Railway Right of Way. We were further informed that although the City of Minot's Occupancy License was issued prior to October 3, the requirements of the new protocol would need to be followed.

The revised CP Rail Geotechnical Protocol requires that the Proponent (City of Minot in this case) pay the cost for CP Rail to retain an independent geotechnical engineer to review the proponent's engineer's design, construction methods and geotechnical report; and requires that a settlement analysis and settlement monitoring now be performed.

HEI reviewed the new CP Rail requirements and attempted multiple levels of correspondence with CP Rail to argue - to no avail - that these new requirements were established after the Occupancy License was granted and that this project should not be held to these new requirements. As a result, on December 22, 2017, HEI requested and was granted written authorization to proceed from the City of Minot Public Works Department , per Exhibit A Part 2 – A2.01.3 of Task Order No. 4 dated May 2, 2017:

A. *“Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.



3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control."

HEI subcontracted Braun Intertec for geotechnical services to perform the soil borings required, provide a detailed geotechnical report, a detailed settlement analysis plan, and settlement monitoring materials. This subcontract amounted to \$33,026.70.

HEI also directly paid CP Rail's geotechnical consultant, CHA Consulting, Inc., \$7,000 (a lump sum non-negotiable cost) to review the design, construction method, and Braun's geotechnical report and settlement analysis.

HEI's labor and expenses for these additional services, which included project management (draft and submit the draft and final reports to CP Rail, subconsultant and CP Rail communications and coordination), additional survey needed for geotechnical borings locations, and settlement monitoring (during the bore process and twice daily for 2 weeks after the boring was complete), amounted to \$26,101.64.

In summary, the total cost of these Additional Services resulted in a \$66,128.34 increase to the engineering budget. Ultimately, the Final CP Rail Crossing Construction Plan was submitted to Canadian Pacific Railroad on April 17, 2018, and the Railroad Bore was completed on May 5, 2018.

DDS

DDS

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated November 2, 2015.

Amendment To Task Order No. Four (4)

1. Background Data:

- a. Effective Date of Task Order: May 2, 2017
- b. Owner: City of Minot
- c. Engineer: Houston Engineering, Inc.
- d. Specific Project: Sundre Raw Water Supply System Relocation CMS

2. Description of Modifications

- a. Engineer shall perform the following Additional Services per Exhibit A, Part 2, Section A2.01.3: All Services needed to comply with the updated Canadian Pacific Geotechnical Protocol

Attachments: Budget Amendment memo

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

3. **Task Order Summary (Reference only)**

a. Original Task Order amount:	\$[869,650.00]
b. Net change for prior amendments:	\$[0]
c. This amendment amount:	\$[66,128.34]
d. Adjusted Task Order amount:	\$[935,778.34]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 9-5-2018.

OWNER:

By: _____

Title: _____

Date
Signed: _____

ENGINEER:



By: _____

Title: PROJECT MANAGER

Date
Signed: 8/21/18



TO: Mayor Shaun Sipma
Members of the City Council

FROM: *Dan Jonasson, Director of Public Works*

DATE: *August 22, 2018*

SUBJECT: **ANNE STREET BRIDGE CONDITION ANALYSIS – P#4385**

I. RECOMMENDED ACTION

1. Recommend the City prepare a RFQ for analysis of Anne Street bridge condition assessment and repair cost.

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4140
Lance Meyer, City Engineer	857-4100

III. DESCRIPTION

A. Background

The Public Works Department has tried to maintain the Anne Street Bridge in a safe manner for pedestrian use. The materials are deteriorating as they are wood and we are unable to make repairs and find suitable wood structure to fasten railings and deck to. Most of this structure is steel I beam, with a wood structure on the I beam to nail or fasten the wood deck into. The wood structure is deteriorated so that we no longer have anything to fasten the deck and side rails into. In addition, much of the needed area of repairs are over the span of the railroad or the river and we do not have the manpower, expertise or lift or boom type equipment to undertake this large task. This structure is on the historic register so major repairs must meet their requirements. This bridge has a very expansive background, the City took over ownership in 2003-2004 after a payment from BNSF in the amount of \$78,000 for estimated repairs needed to the bridge based on an estimate put together from the City, from an inspection report that BNSF had done in 1998 and 2001. This report (attached) at that time showed that many of these nailers and deck boards were in poor shape and should be repaired. Much of this work was put out to bid by the city and the bid to complete the work at that time was over \$198,000, just to replace deteriorated wood items. To bring the bridge up to ADA standards was estimated to be \$200,000 -\$300,000 more. It appears that Council did not have the funds to do this work, so the repair project was scaled back and much of the maintenance work was not completed. Instead a new pedestrian bridge was constructed to the west of the Anne street bridge at a much lower cost, which provided ADA accessibility across the river to a trail that connects to the downtown area.

B. Proposed Project

Advertise for engineering qualifications and hire an engineer to complete an analysis on the structure and cost estimate to repair the structure so that it is safe for pedestrian use. Consultant will need to coordinate with the railroad to determine what work is acceptable in accordance with the agreement between the City and BNSF as well as coordinate with ND State Historical Society to make sure any work proposed meets their requirements

C. Consultant Selection

The consultant selection will be done in accordance with State requirements.

IV. IMPACT:

A. Strategic Impact:

If the City wishes to continue to utilize this bridge as a pedestrian bridge for access over the river and the railroad, this study needs to be completed so that an estimate of cost can be prepared to see what the impact would be to provide a safe crossing for pedestrians.

B. Service/Delivery Impact:

C. Fiscal Impact:

We expect that an analysis of this type would cost approximately \$50,000.

We would propose that funds for this analysis would come from sales tax major projects.

V. ALTERNATIVES

Keep the bridge closed for safety reason

VI. TIME CONSTRAINTS

LIST OF ATTACHMENTS

A. BNSF Bridge report 1998 and 2001

B. Easement with BNSF on Anne Street Bridge

3

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, (formerly Burlington Northern Railroad Company), a Delaware corporation, whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, Grantor, for Ten and No/100 Dollars (\$10.00) to it paid by the **CITY OF MINOT, a municipal corporation and political subdivision of the State of North Dakota**, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an **EASEMENT** for the construction and maintenance of the Anne Street pedestrian viaduct over and across Grantor's property at Mile Post 202.88, hereinafter called pedestrian viaduct, over, upon and across the following described premises, situated in Minot, Ward County, State of North Dakota, being more particularly described on Exhibit "A" and shown on Exhibit "B", attached hereto and by this reference made a part hereof, to-wit:

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means of electricity, voice data, video, digitized information, or other materials or information, pipelines, utility lines, track and facilities including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said pedestrian viaduct, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards, and further reserving the right and privilege to use said land for any and all purposes not inconsistent with the use thereof for said pedestrian viaduct purposes.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipe line or lines, or any type of wire line or lines, if any.



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31.00 Ward County, ND

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said pedestrian viaduct shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.
3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said pedestrian viaduct purposes.
4. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said pedestrian viaduct purposes.
5. Grantor and Grantee have entered into that certain Agreement dated as of December 19, 2003, and that certain Letter Agreement for Longitudinal Easements, accepted by Grantee on May 3, 2004, and signed by Grantor on August 5, 2004, concerning the Premises (the "Agreements"). The terms of the Agreements are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Agreements are, for whatever reason, no longer in effect.
6. If during the construction or subsequent maintenance of said pedestrian viaduct, soils or other materials above applicable regulatory standards are discovered within the easement area, Grantee will give Grantor immediate notice and at Grantee's sole cost, remove and safely dispose of said contaminated soils or materials in accordance with applicable environmental law and without restricting land use. Grantee shall indemnify, protect and defend the Grantor from any and all liability, claims or demands, if any, which arise as a result of exposure and/or removal of said contaminated soils or materials. In the event of a determination or adjudication by an environmental agency or authority that contaminated soils or materials beyond the easement area must be removed or disposed of or otherwise addressed, as part of the removal of contaminated soils or materials from within the easement area pursuant to this paragraph, the parties agree that they shall share ratably the total costs of such removal and disposal.



7. Grantee on behalf of itself, its successors and assigns, by acceptance hereof, covenants and agrees not to construct, without the prior written consent of Grantor, any additional structures on or within the easement herein granted and further agrees that if the present pedestrian viaduct located on the premises is/are at any time in the future removed, raised, relocated, no new structure will be built or rebuilt on these premises.
8. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with applicable laws and regulations and abate any and all hazard of fire.
9. Prior to beginning any work on the premises, the Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at **(800) 533-2891** (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable.
10. Grantee, in its acceptance hereof, hereby agrees to indemnify and save harmless said Grantor, from and against all lawful claims, demands, judgments, losses, costs and expenses, for injury to or death of the person or loss or damage to the property of any person or persons whomever, including the parties hereto, in any manner arising from or growing out of the acts of omissions, negligent or otherwise of Grantee, its successors, assigns, and invitees, in connection with the entry upon, occupation or use of the said premises herein described, including but not limited to that of the location, construction, operation, restoration, repair, renewal, or maintenance of said pedestrian viaduct upon the herein described premises or otherwise.
11. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the Grantee fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and the said Railroad, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Railroad without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.
12. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.



13. This easement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns and successors of Grantor and Grantee.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY** has caused this instrument to be signed by its authorized officer, and the corporate seal affixed on the 5th day of AUGUST, 2004.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**

By:

D. P. Schneider
D. P. Schneider

General Director Real Estate

ATTEST:

By:

Patricia Zbichorski
Patricia Zbichorski
Assistant Secretary



2835366

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08/12/2004 10:00A

31.00 Ward County, ND

EATON VAN DE STREE EA

STATE OF TEXAS)
COUNTY OF TARRANT) ss.
)

On this 5th day of AUGUST, 2004, before me,
a Notary Public in and for said County and State,
personally appeared D. P. Schneider and Patricia Zbichorski, to me known to be the General
Director Real Estate and Assistant Secretary, respectively, of **THE BURLINGTON
NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, the
corporation that is described in and that executed the foregoing instrument and acknowledged to
me that such corporation executed the same.



Janet E. Brune
Notary Public

My commission expires: 9/02/05

"THE LEGAL DESCRIPTION WAS PREPARED BY CITY OF MINOT ENGINEERING DEPARTMENT,
MINOT, NORTH DAKOTA."

FORM APPROVED BY LAW

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Page: 5 of 8
08/12/2004 10:00A
31.00 Ward County, ND
EATON VAN DE STREE EA

EXHIBIT "A"

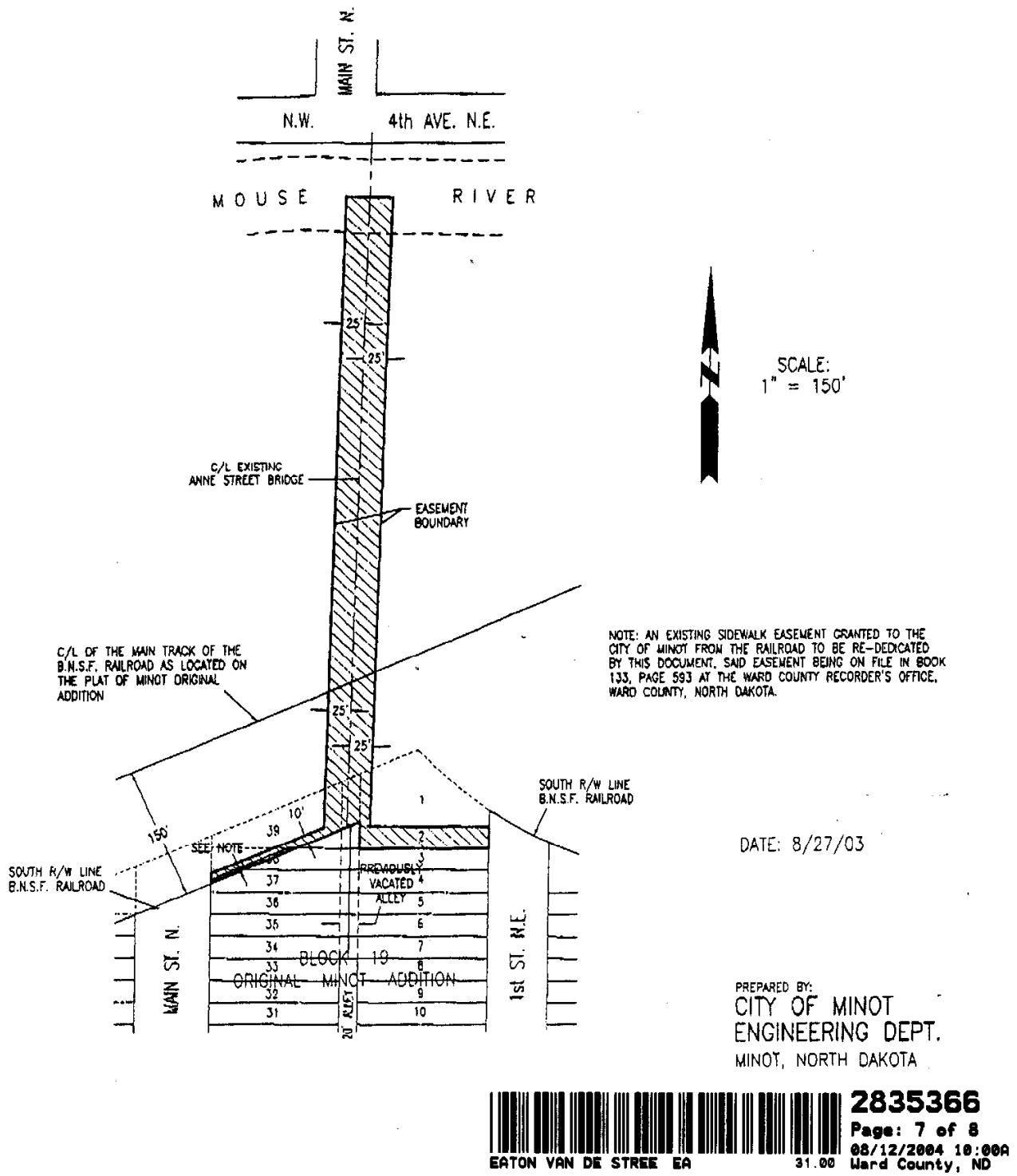
✓ An easement for the existing Anne Street Bridge through The Burlington Northern and Santa Fe Railway Company's (BNSF) property in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 24, Township 155 North, Range 83 West of the 5th Principal Meridian, Ward County, North Dakota, which is more particularly described as follows:

An easement 50.0 feet wide centered on the centerline of the North-South portion of the existing Anne Street Bridge from its intersection with a line parallel with and distant 150.0 feet Southeasterly, measured at right angles, from the centerline of the main track of the BNSF's, as originally located on the Plat of Minot Original Addition, which is on file at the Ward County Recorder's office, Ward County, North Dakota; thence North along said bridge centerline to the center of the Mouse River and a strip of land 10.0 feet wide through Lots 37, 38 and 39, Block 19 of said Original Minot Addition, from the East right of way line of Main Street North to the West line of the previously described 50.0 foot wide portion of the easement, the Southerly line of which is the previously described line which is 150.0 feet Southeasterly of the centerline of the main track of the BNSF and all of Lot 2 of said Block 19, said easement containing 0.94 acres more or less. Said easement is shown on the attached said Exhibit "B".



EXHIBIT "B"

A BRIDGE EASEMENT TO THE CITY OF MINOT FROM THE BURLINGTON NORTHERN SANTA FE RAILROAD
THROUGH RAILROAD PROPERTY IN THE NW1/4NW1/4, SECTION 24, TWP 155 N, R 83 W,
WARD COUNTY, NORTH DAKOTA





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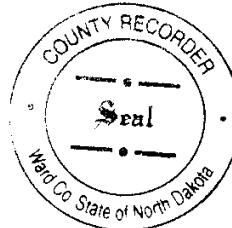
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31.00 Ward County, ND

EATON VAN DE STREE EA

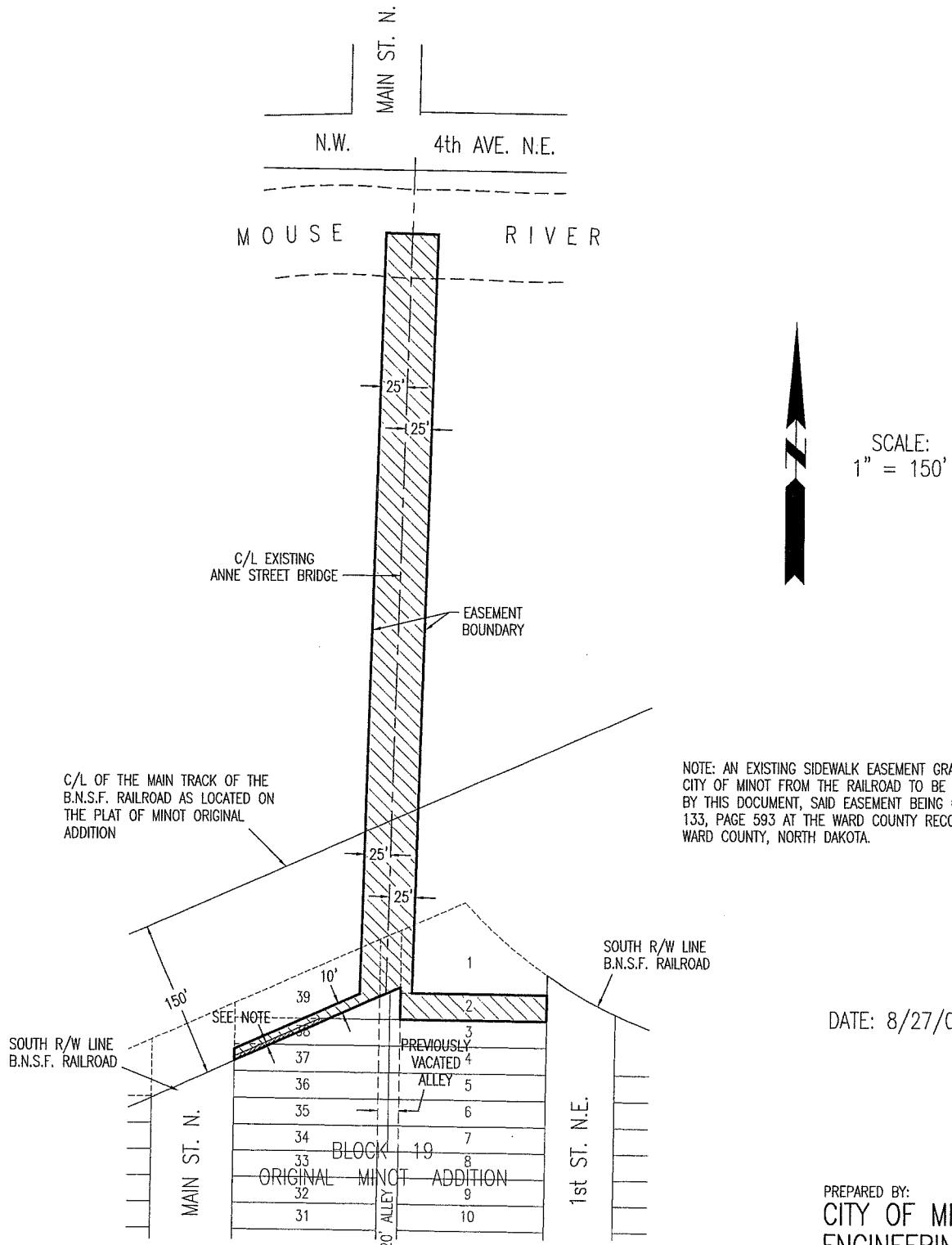
RECORDER'S OFFICE, WARD COUNTY, ND 08/12/2004 10:00AM
I certify that this instrument was filed for record this date.
Sheila K. Dalen, County Recorder

by Sheila K. Dalen 2835366



"EXHIBIT A"

A BRIDGE EASEMENT TO THE CITY OF MINOT FROM THE BURLINGTON NORTHERN SANTA FE RAILROAD
THROUGH RAILROAD PROPERTY IN THE NW1/4NW1/4, SECTION 24, TWP 155 N, R 83 W,
WARD COUNTY, NORTH DAKOTA

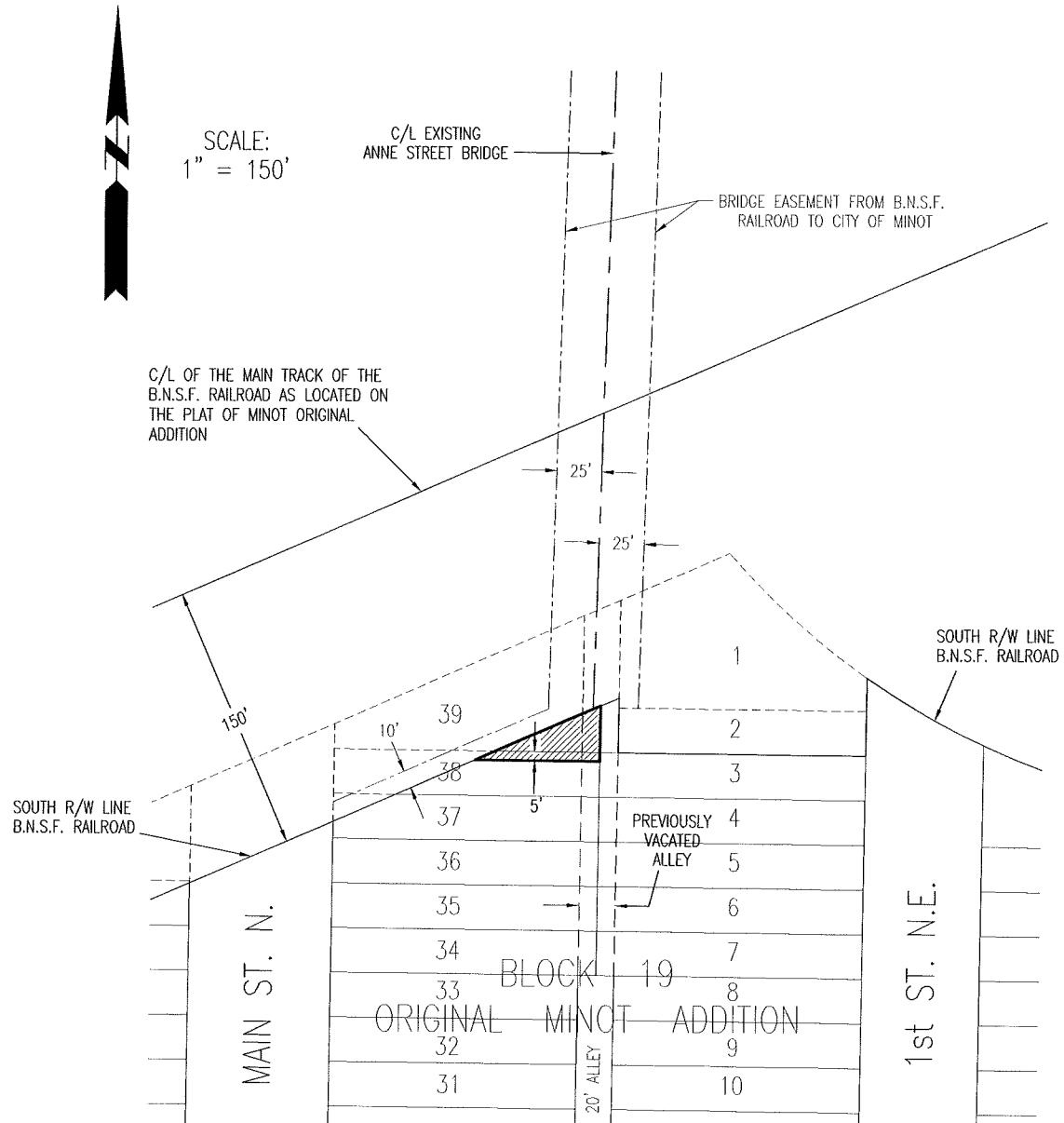


PREPARED BY:
CITY OF MINOT
ENGINEERING DEPT.
MINOT, NORTH DAKOTA

DESCRIPTION: AN EASEMENT FOR THE EXISTING ANNE STREET BRIDGE THROUGH BURLINGTON NORTHERN SANTA FE RAILROAD (B.N.S.F.) PROPERTY IN THE NW $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 24, TOWNSHIP 155 NORTH, RANGE 83 WEST, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: AN EASEMENT 50 FEET WIDE CENTERED ON THE CENTERLINE OF THE NORTH-SOUTH PORTION OF THE EXISTING ANNE STREET BRIDGE FROM IT'S INTERSECTION WITH A LINE PARALLEL WITH AND DISTANT 150 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD AS ORIGINALLY LOCATED ON THE PLAT OF MINOT ORIGINAL ADDITION, WHICH IS ON FILE AT THE WARD COUNTY RECORDER'S OFFICE, WARD COUNTY, NORTH DAKOTA, NORTH ALONG SAID BRIDGE CENTERLINE TO THE CENTER OF THE MOUSE RIVER AND A STRIP OF LAND 10 FEET WIDE THROUGH LOTS 37, 38 AND 39, BLOCK NINETEEN OF SAID ORIGINAL MINOT ADDITION, FROM THE EAST RIGHT-OF-WAY LINE OF MAIN STREET NORTH TO THE WEST LINE OF THE PREVIOUSLY DESCRIBED 50 FOOT WIDE PORTION OF THE EASEMENT, THE SOUTHERLY LINE OF WHICH IS THE PREVIOUSLY DESCRIBED LINE WHICH IS 150 FEET SOUTHEASTERLY OF THE CENTERLINE OF THE MAIN TRACK OF THE B.N.S.F. RAILROAD AND ALL OF LOT 2 OF SAID BLOCK NINETEEN, SAID EASEMENT CONTAINING 0.94 ACRES MORE OR LESS. SAID EASEMENT IS SHOWN ON THE ACCOMPANYING DRAWING—"EXHIBIT A".

"EXHIBIT A"

A BRIDGE EASEMENT TO THE CITY OF MINOT FROM DAKCO DISTRIBUTORS INC. THROUGH
PORTIONS OF LOTS 38 AND 39, BLOCK 19, ORIGINAL MINOT ADDITION TO THE CITY OF MINOT,
NW1/4NW1/4, SECTION 24, TWP 155 N, R 83 W, WARD COUNTY, NORTH DAKOTA



DATE: 8/27/03

PREPARED BY:
CITY OF MINOT
ENGINEERING DEPT.
MINOT, NORTH DAKOTA

DESCRIPTION: AN EASEMENT FOR THE EXISTING ANNE STREET BRIDGE FROM DAKCO DISTRIBUTORS INC. TO THE CITY OF MINOT, NORTH DAKOTA THROUGH PORTIONS OF LOTS 38 AND 39, BLOCK NINETEEN, ORIGINAL MINOT ADDITION TO THE CITY OF MINOT, NORTH DAKOTA, A PLAT OF WHICH IS ON FILE AT THE WARD COUNTY RECORDER'S OFFICE, WARD COUNTY, NORTH DAKOTA WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 5.00 FEET OF THE PORTION OF LOT 38 AND THE PORTION OF LOT 39 PLUS VACATED ALLEY, OF SAID BLOCK NINETEEN, ORIGINAL MINOT ADDITION, SAID PORTIONS BEING SOUTH OF A LINE LYING PARALLEL WITH AND DISTANT 150 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD AS ORIGINALLY LOCATED ON THE PLAT OF SAID ORIGINAL MINOT ADDITION, SAID DESCRIBED PARCEL CONTAINING 0.025 ACRES, MORE OR LESS. SAID EASEMENT IS SHOWN ON THE ACCOMPANYING DRAWING—"EXHIBIT A".

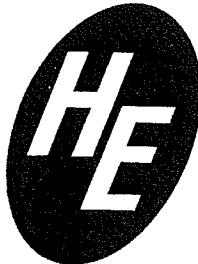
**INSPECTION OF BRIDGE 202.8
ON LINE SEGMENT 033
GLASGOW SUBDIVISION**

for

**THE BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY**

MINOT, NORTH DAKOTA

AUGUST 31, 2001



2505 North University Drive
PO Box 5054
Fargo, ND 58102
Phone (701) 237-5065
Fax (701) 237-5101

HOUSTON ENGINEERING, INC.

AUGUST 31, 2001

**INSPECTION OF BRIDGE 202.8
ON LINE SEGMENT 033
GLASGOW SUBDIVISION
MINOT, NORTH DAKOTA**

for

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of North Dakota.

Carl P. Olson
Carl P. Olson
ND Registration No. 4687



INSPECTION OF BRIDGE 202.8

MINOT, NORTH DAKOTA

I. BACKGROUND

Bridge 202.8 on Line Segment 033 is a combination steel and timber structure carrying pedestrian/bicycle traffic over the Burlington Northern and Santa Fe Railway (BNSF) tracks and also over the Mouse River through downtown Minot, North Dakota. The various plans show separate portions of the bridge being rebuilt at different times, our latest copy was dated 1941. There was obviously some rebuilding after this date when the Mouse River channel was improved and steel piles were substituted for timber piles at the water crossing.

We visited the site in August of 2001. Our previous inspection of the bridge was done in 1998.

II. EXISTING CONDITIONS

A. General Geometry

Bridge No. 202.8 is a combination of various construction materials and structure types to create a 36-span timber and steel structure with Span No. 16 centered over the BNSF tracks and Span Nos. 32, 33 and 34 centered over the Mouse River. The bridge is approximately 1000' long by 7' wide. The bridge is fitted with timber railing mounted on timber posts. The horizontal clear distance between rails is 6'. The vertical clear distance from the top of the mainline track to the low stringer in Span No. 16 is 21.7' and the vertical clear distance from the top of water to low stringer in Span No. 34 is 11.5'. A pair of right angle turns on the south ramp are used to align the west sidewalk of First Street NE with the

structure. This is a change of approximately 150' in the east/west direction. There is also a timber stairway on the west side, opposite the ramp, to permit Main Street pedestrian access to the structure. The bridge is skewed approximately 25° from a perpendicular crossing with the railroad tracks. This angle has resulted in three skewed timber bents on the south end where previous side tracks had been located and where a paved street now crosses. All other bents and piers are perpendicular to the bridge. The south and north approaches are both relatively flat (<5%) with adequate sight distance. Span 1 is the southern most span. The south approach spans (1 - 10) are at a gradient of 12%. The north approach spans (25 - 35) are at a gradient of 9.4%. The bridge consists of timber framed bents with timber deck plank on steel girders. The exceptions are Span No. 16 which utilizes a through truss with concrete piers, Span Nos. 1 thru 11 which utilize timber stringers, and Bents 30 – 34 which are steel H-pile. Bridge 202.8 was recently closed to traffic due to safety concerns. Spans 1, 2, and 3, and the stairs to the first landing for the south end access have been removed. Appendix A contains photographs of the approaches, bridge spans, and framing.

B. Superstructure

1. Guard Rails

The bridge rails consist of a series of three horizontal 2" x 6" planks nailed to vertical 4" x 6" or 4" x 4" timber posts. The vertical posts are bolted to the timber nailing planks and exterior girders.

Clearance between planks ranges from 6" – 10", so the rail does not meet current standards. The bridge rail system is intact but in poor condition as the posts have significant "play" in them with approximately 60% of them split at one or both anchor bolts.

Approximately 40% of the posts are decayed to the point that the

nails work loose. The rail planks show heavy weathering or cracking with replacement plank forming a patchwork rail system with numerous joints.

The railing on the through truss consists of a 4' chain link fence with steel pipe attached to the superstructure members along the top and bottom of the chain link. The steel pipe shares the post at both ends of the through-truss with the timber rail system. As discussed earlier, the posts are loose with much "play" at this joint.

2. Curbs and Decking

There are no curbs mounted on the deck.

The decking consists of 3" x 8" and 3" x 10" transverse timber plank laid on top of 4" x 10" longitudinal timber nailing plank fastened to the steel girders. There is no nailing plank on the timber girder spans. Timber decking is in poor shape, and is showing signs of weather and heavy wear as about 60% of the planks are rounded off and gouged. There are numerous areas where the 60-d spikes have worked out and are protruding from the deck $\frac{1}{2}$ " – 1". This safety problem is prevalent in about 75% of the deck planks, and may be attributed to a worn and decayed attachment system via the longitudinal nailing.

3. Stringers and Girders

Timber stringers are 3" x 10" planks and are used on all spans in the south ramp (Spans 1 – 11). Stringers are weathered and cracked, but overall they are in fair shape. Most stringers contain only minor cracks and splits with no tension cracks. The south

fascia stringer in Span 4 near Bent 3 shows evidence of shear overstress and decay.

Spans 12 – 15 and 17 – 35 contain parallel steel girders of variable web depth depending on span length (see table for particular web depths). The girders appear to be in good shape with minor corrosion on both girders of Span 35. The steel girders should be routinely inspected for corrosion and maintenance purposes (i.e., sandblasting, repainting).

A steel through truss is used on Span 16 with a 130" depth and a bottom chord composed of an 11" T-beam on either side. Some minor collision damage is apparent on the first vertical and the first diagonal from the northeast corner, but this is not a major concern. The expansion device located at the south end of the truss is severely rusted and appears to prohibit movement of the superstructure.

Two utilities are supported by the steel girders. A series of ten light poles have been attached via welded brackets to the west steel girder. A bank of six - 4" diameter steel conduits mounted between the girders crosses the Mouse River along Span Nos. 30 – 35.

C. Substructure

The substructure consists of 30 framed bents, five steel pile bents, two concrete column piers, and one concrete stub abutment. The vertical supports at the framed bents are square 12" x 12" solid sawn timbers. The caps are 12" x 12" solid sawn timbers and the vertical supports are founded on a 12" x 12" solid sawn timber footing. The vertical supports at the steel bents are 12" H-shaped pile and the caps are 8" H-shaped steel

beams welded to the piles. The framed bents contain three vertical members with diagonal and horizontal cross bracing of 3" x 10" timber. The steel bents contain two vertical members with diagonal and horizontal cross bracing of 5" x 5" angle steel.

The framed bents all sit on timber footings which transfer the load to the ground. Caps and footings are typically one 12" x 12" solid sawn timber beam. Bent 20 is formed of 8" x 15" solid sawn timber for the vertical and 8" x 12" solid sawn timber for the cap and footing. Posts and braces appear to be in good shape. Approximately 40% of the caps and footings have some form of decay as described hereafter: the cap and footing on Bent 19 (\approx 50% decayed through center for full length of each) and footing on Bents 12, 15, 21, 24, 26, 27 and 28 (\approx 30% to 50% decayed through center for full length) and the cap on Bent 20 (\approx 30% decayed on west half). A few posts have longitudinal cracks or splits.

The steel pile bents transfer the load to the ground via the 12" H-pile. All pile and caps appear to be in good condition, but braces show some corrosion near welds and loss of paint over their entire length. The steel should be routinely inspected for corrosion and maintenance purposes (i.e., sandblasting, repainting), just as with the steel girders.

The concrete column piers show some signs of deterioration with hairline to medium cracks and efflorescence showing on the bottom of the cap and hairline to medium cracks on top. Pier No. 1 has 8" x 12" spalls with corroded reinforcing steel showing at the base and up 9 feet on the SE corner and at the base of the NE corner of the west column. The east column has a spall with corroded reinforcing steel up 9 feet on the NE corner and up 3 feet on the NW corner. This pier also has small areas of delamination on the north face of the cap. Pier No. 2 has a large area of

delamination on the cap and a spall with corroded reinforcing steel up 9 feet on the west column.

The concrete stub abutment does not show wear or cracks on the face and the remainder of the abutment is covered by fill.

III. SUMMARY AND RECOMMENDATION

Bridge 202.8 is generally in fair to good structural shape. The bridge is capable of supporting bicycle/pedestrian traffic and the light equipment needed to do snow removal or maintenance work. The safety of the rails is questionable as well as the timber deck. The ramp is too steep to meet ADA handicap access requirements. Additionally, the ramp ends directly opposite the access stairway which poses a safety threat for bicyclists or in-line skaters.

The highest maintenance priority (if the bridge is to remain in service) is to repair the nailer plank so that drive spikes will hold decking in place. Then any worn deck plank should be replaced. The bridge rails could also be replaced to meet current standards. The concrete piers should be monitored periodically to check for further delaminations. Spall repairs could be undertaken if so desired.

There was no pedestrian traffic because the bridge was recently closed.

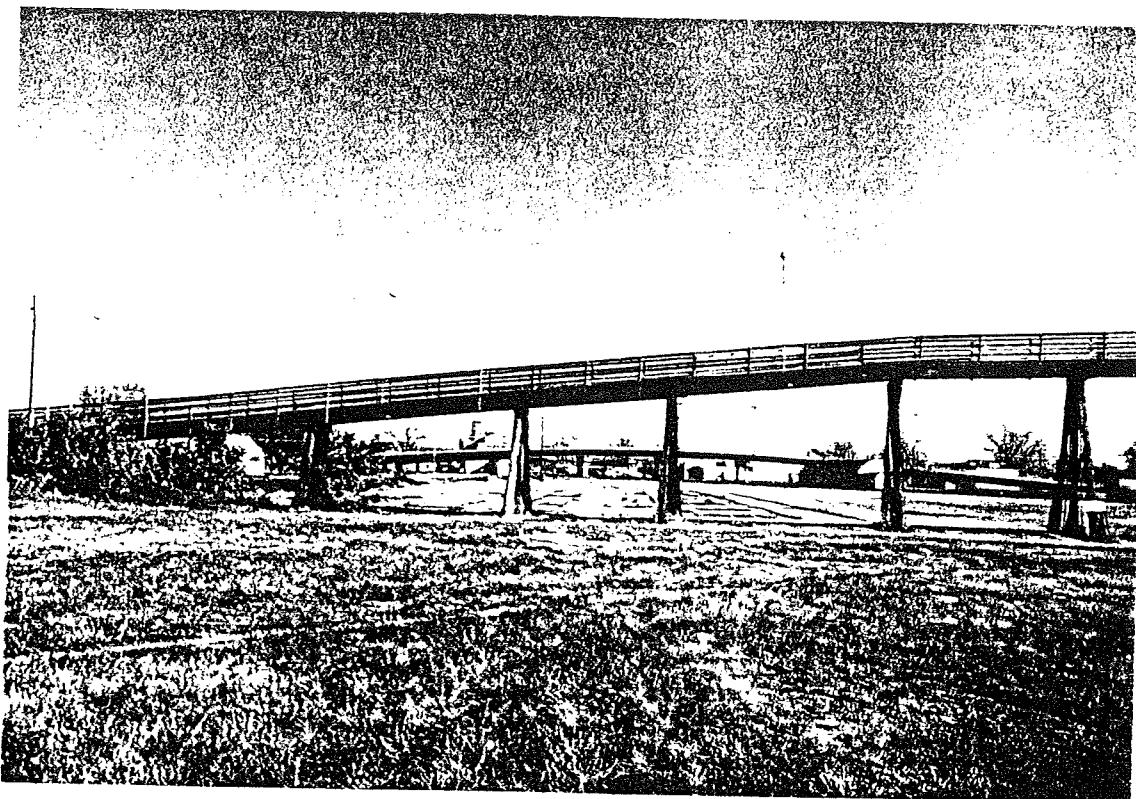
We assume one of the two alternate city street/sidewalk routes within three blocks west or east are utilized since Bridge 202.8 is out of service, namely North Broadway bridge and 3rd Street NE bridge, respectively. Major upgrades to the bridge may be eligible for federal assistance under the transportation enhancement section of the latest highway bill (TEA-21).

BNSF Bridge 202.8, L/S 033
Minot, North Dakota
 H.E. Job #2428.143

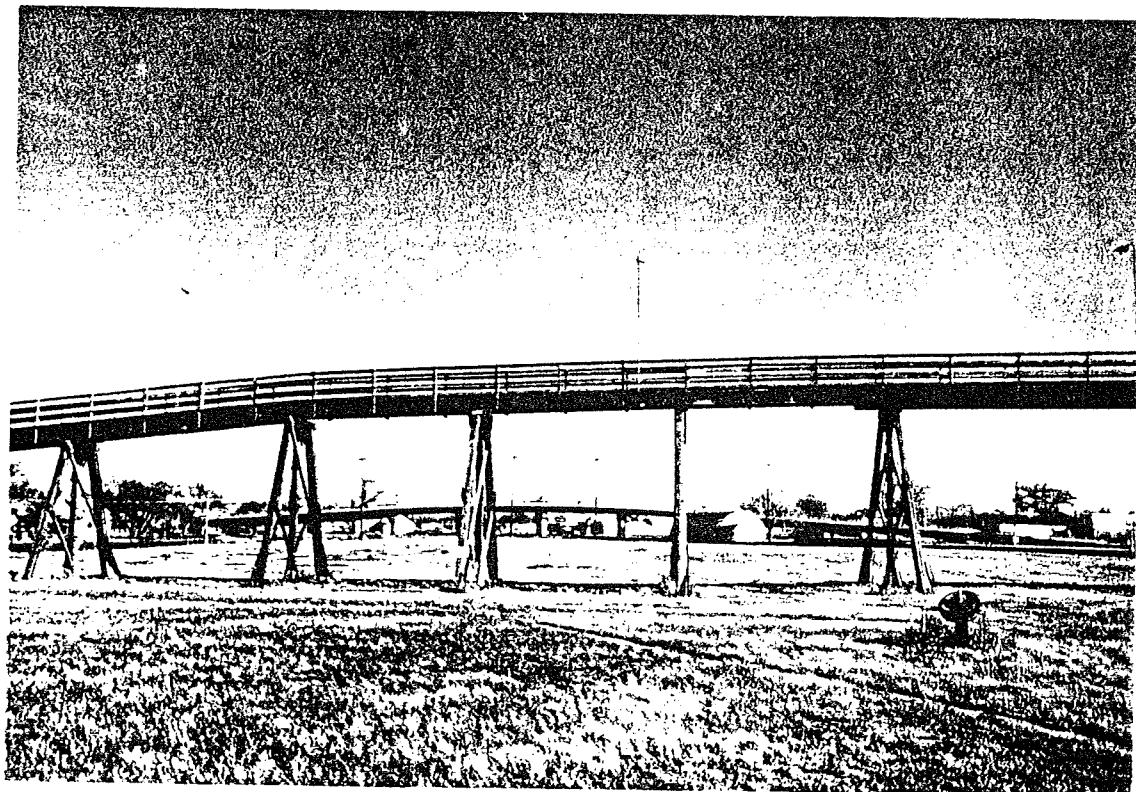
SUBSTRUCTURE		SUPERSTRUCTURE		DECK
<u>Designation</u>	<u>Type</u>	<u>Type</u>	<u>Span</u>	
B1, B1A, B1B - B11 (ramp at south end)	Timber framed bent	5-Timber girders 3" x 10" beams	1, 1A-11	timber plank
B12 – B15 (between south ramp and truss)	Timber framed bent	2-Steel girders 20" W-shape	12 – 15	timber plank
P1 – P2 (truss)	Concrete column pier	Steel through truss	16	timber plank
B16 – B22, B24 – B29 (between truss and river)	Timber framed bent	2-Steel girders 20" W-shape 24" riveted 20" W-shape 22" W-shape	17 – 19 20 – 21 22 – 25 26 – 30	timber plank
B30 – B34 (river crossing)	Steel pile bent	2-Steel girders 22" W- shape 24" riveted 20" W-shape	31 – 33 34 35	timber plank
A35	Concrete stub abutment (north end)	N/A	N/A	N/A

PREVIOUS INSPECTION

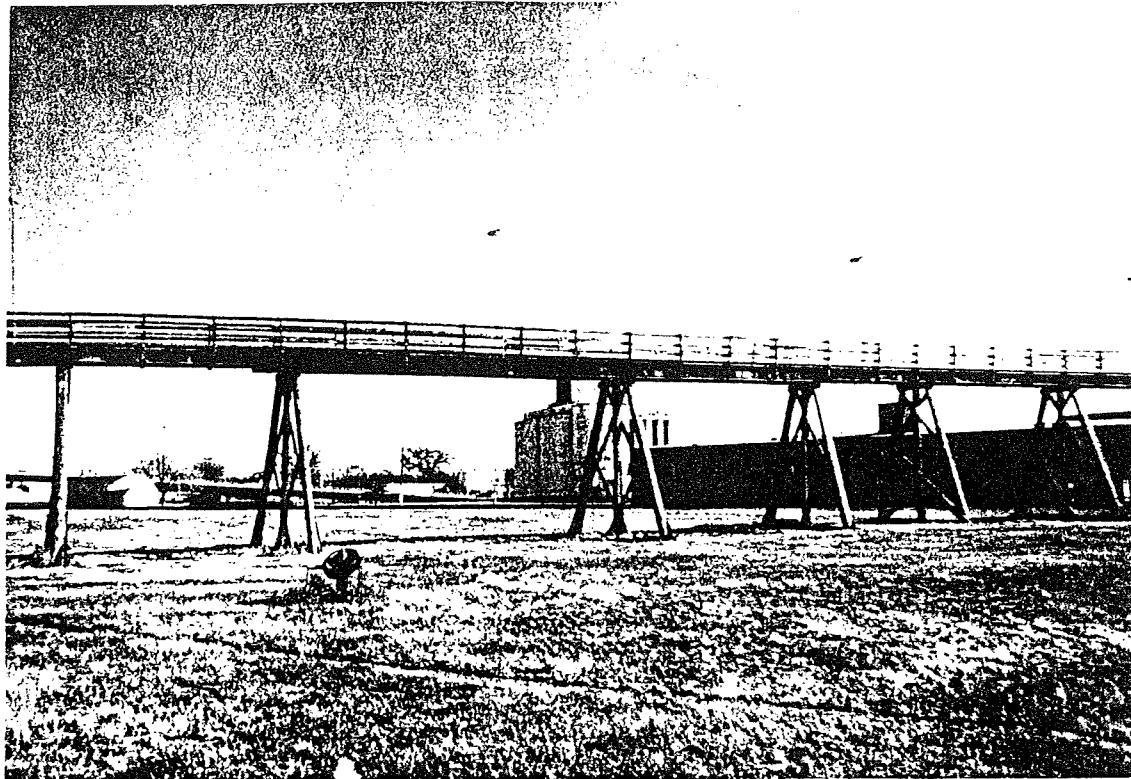
1998



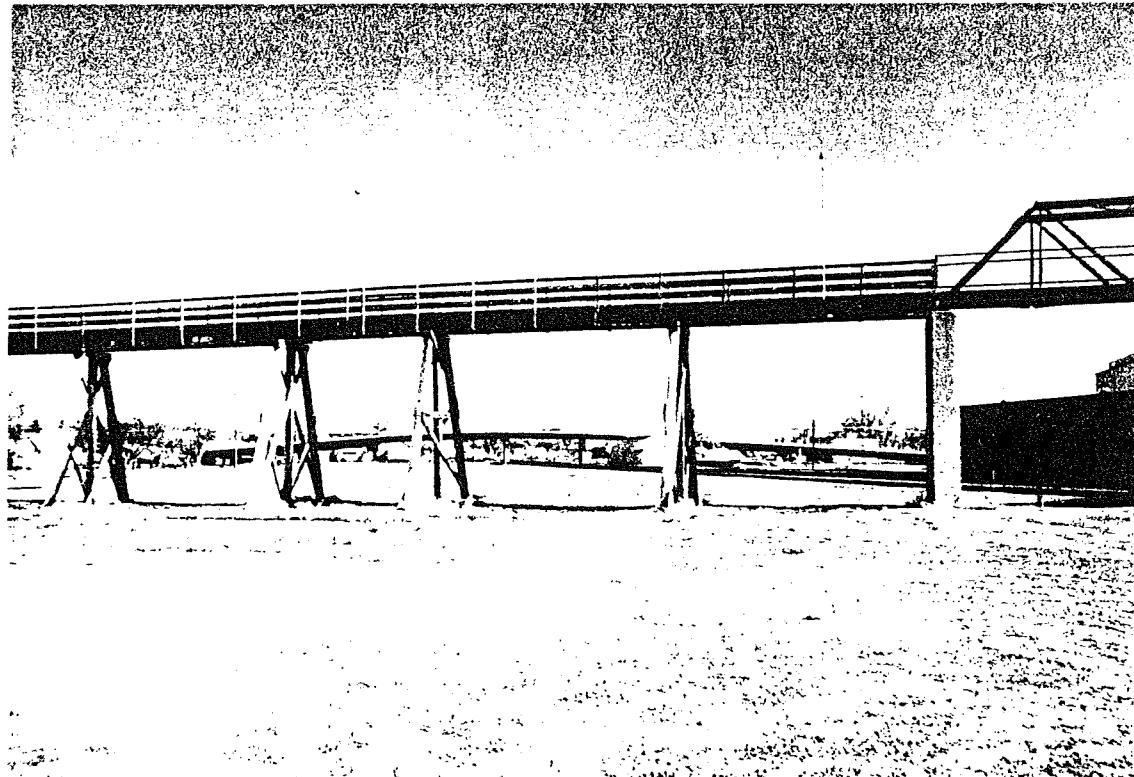
BR. 202.8 LOOKING EAST NEAR NORTH END



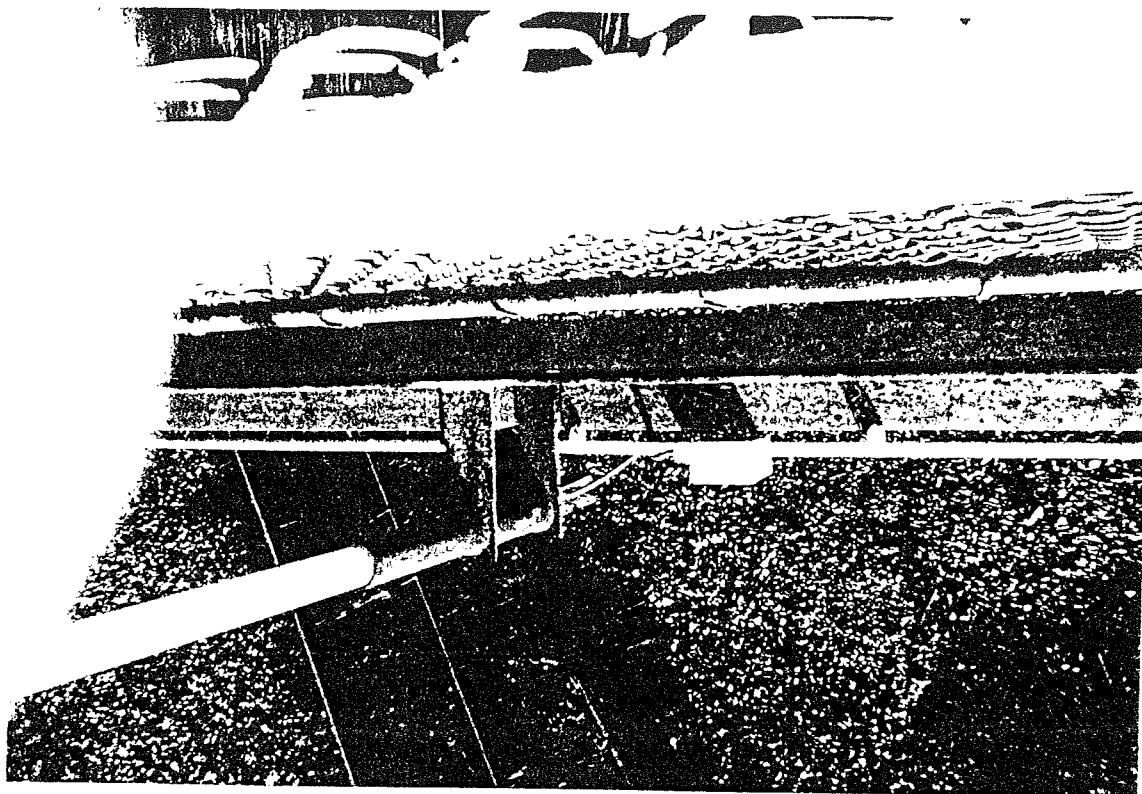
BR. 202.8 LOOKING EAST



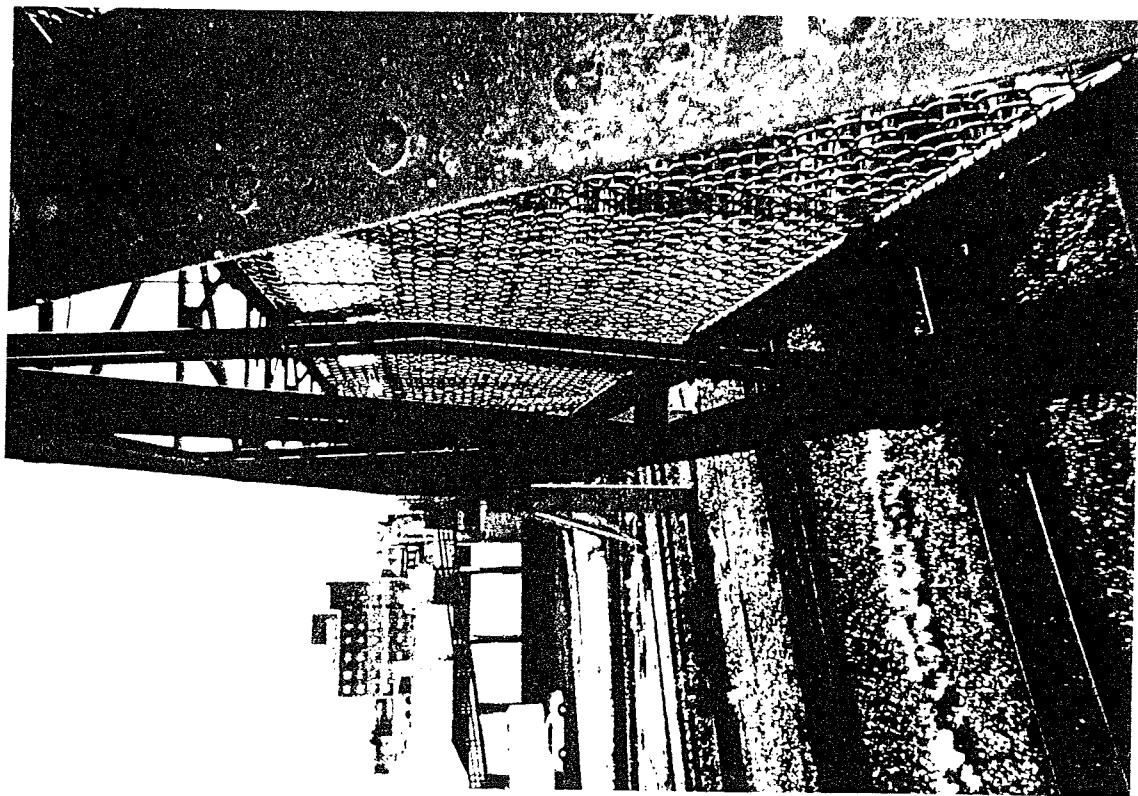
BR. 202.8 LOOKING EAST



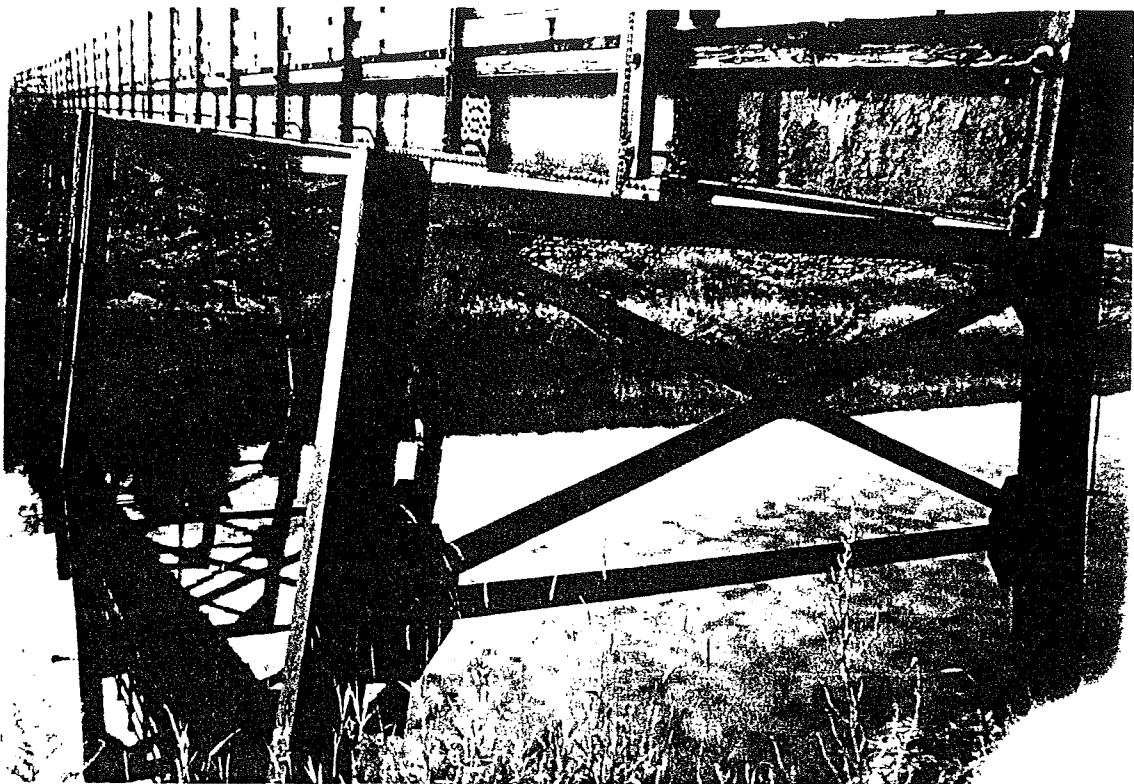
BR. 202.8 LOOKING EAST AT NORTH END OF TRUSS



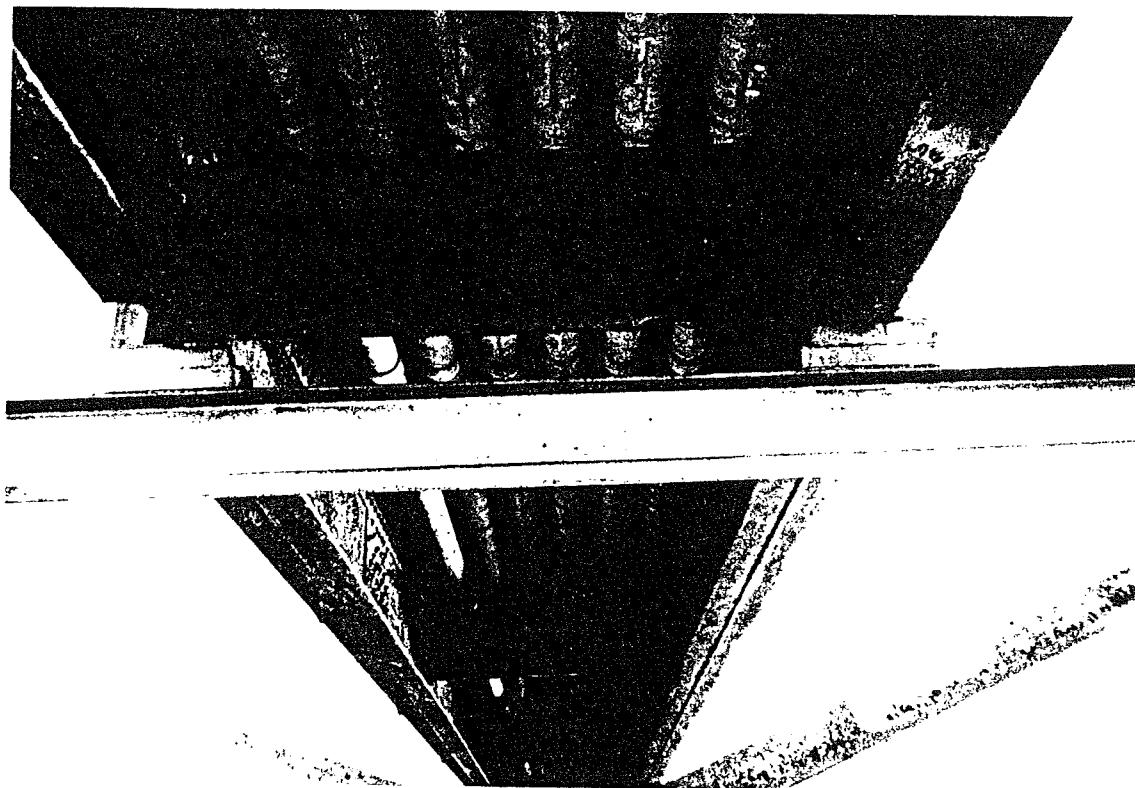
BR. 202.8 TYPICAL UTILITY DETAILS MIDSPAN OF SPAN 16 ON WEST CHORD



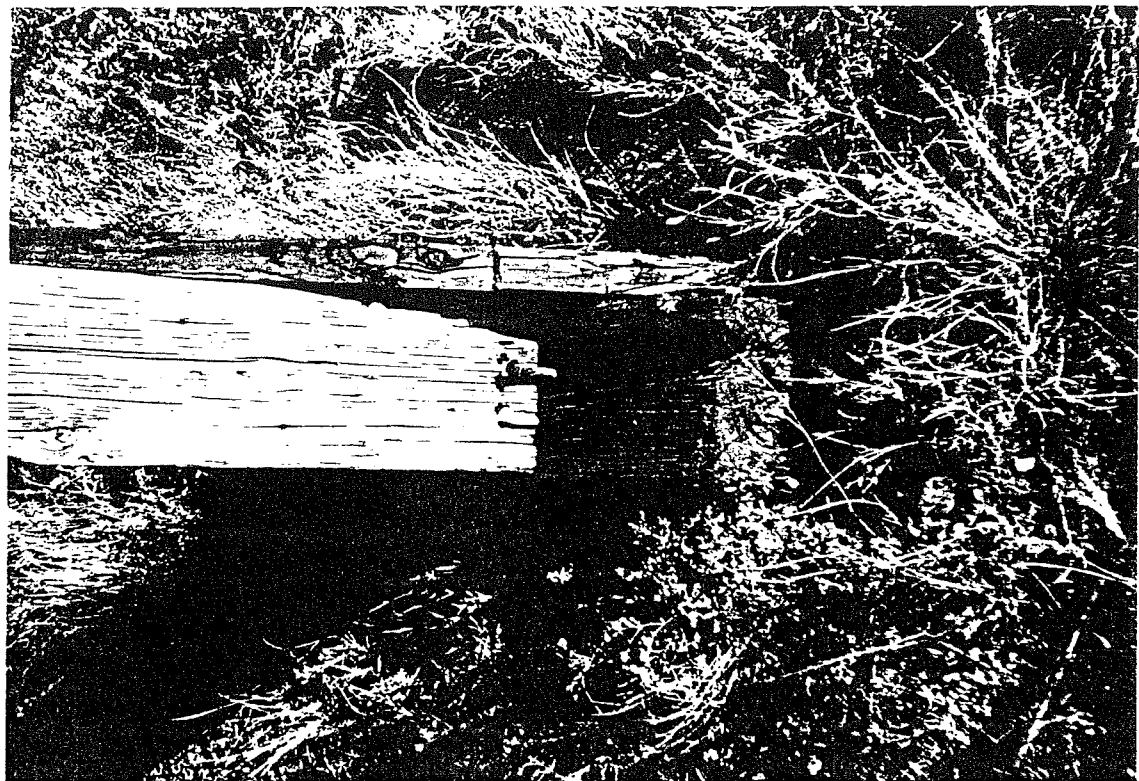
BR. 202.8 COLLISION DAMAGE ON VERTICAL AND DIAGONAL AT NE CORNER OF TRUSS



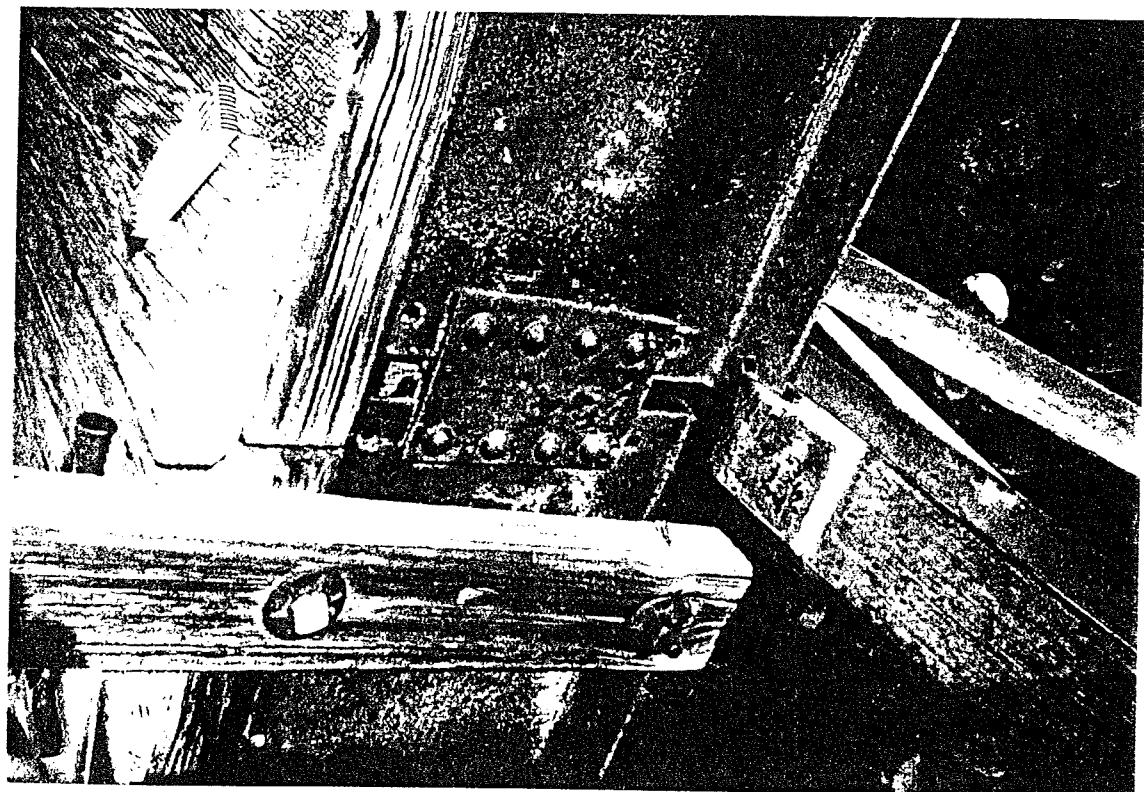
BR. 202.8 NORTH END STEEL BENTS OVER MOUSE RIVER



BR. 202.8 4" STEEL CONDUIT SPANNING RIVER



BR. 202.8 DECAYED FOOTING AT B28



BR. 202.8 CONNECTION DETAIL AT WEST SIDE OF B30



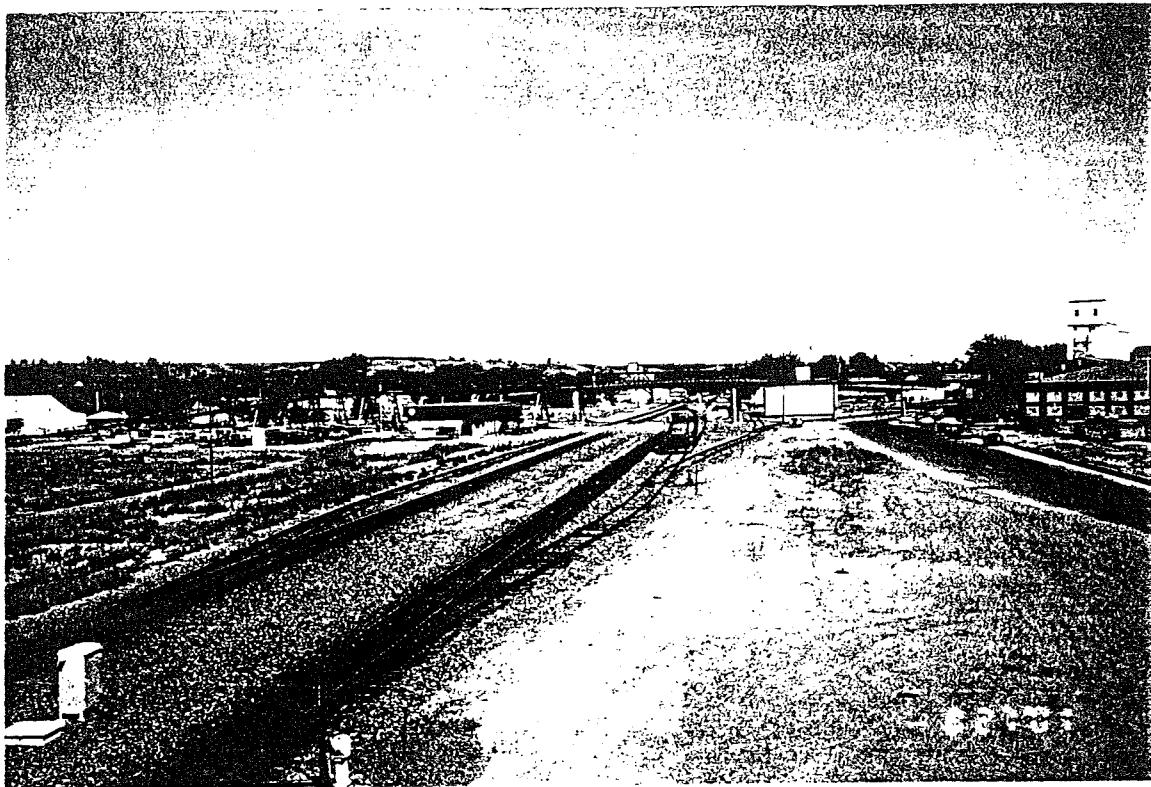
BR. 202.8 STAMP ON STEEL GIRDERS NEAR B16
(TYPICAL AT EITHER SIDE OF TRUSS)



BR. 202.8 WEB LENGTH CHANGE AT B20

RECENT INSPECTION

AUGUST 2001



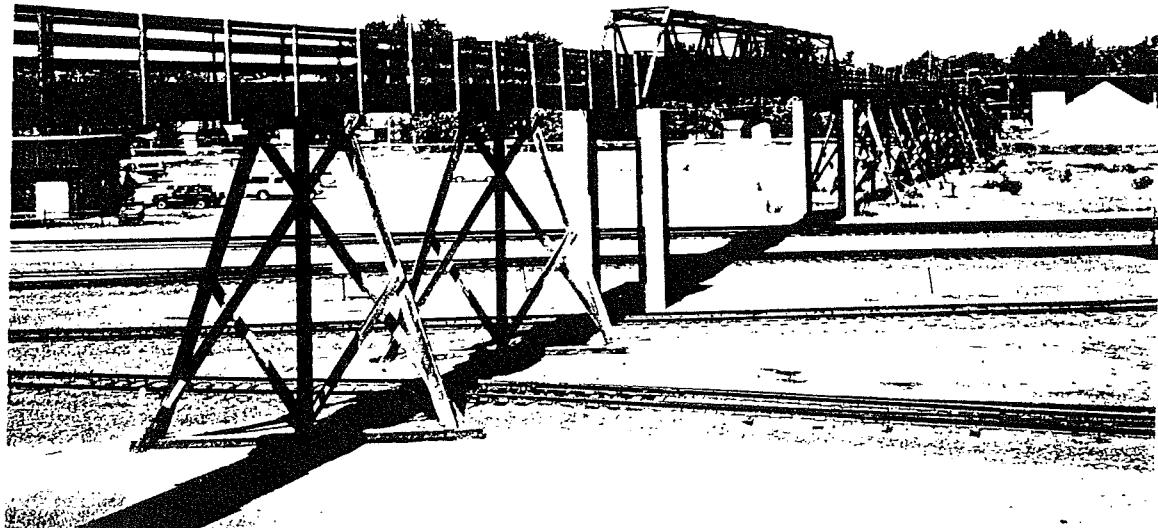
BR. 202.8 OVERALL FROM WEST



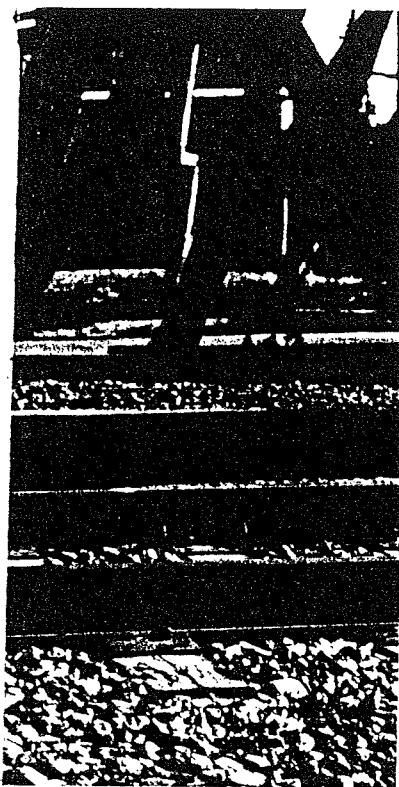
BR. 202.8 NORTH RAMP AND APPROACH LOOKING SOUTH



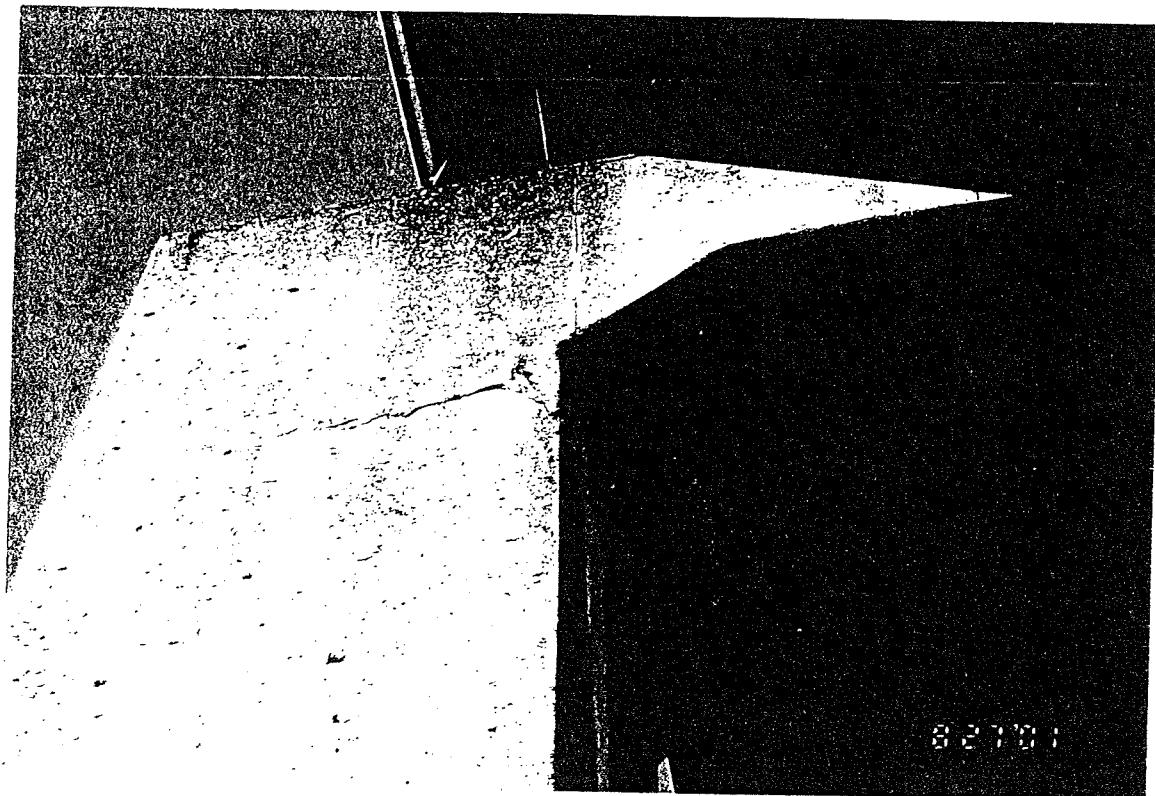
BR. 202.8 NORTH RAMP OVER MOUSE (SOURIS) RIVER



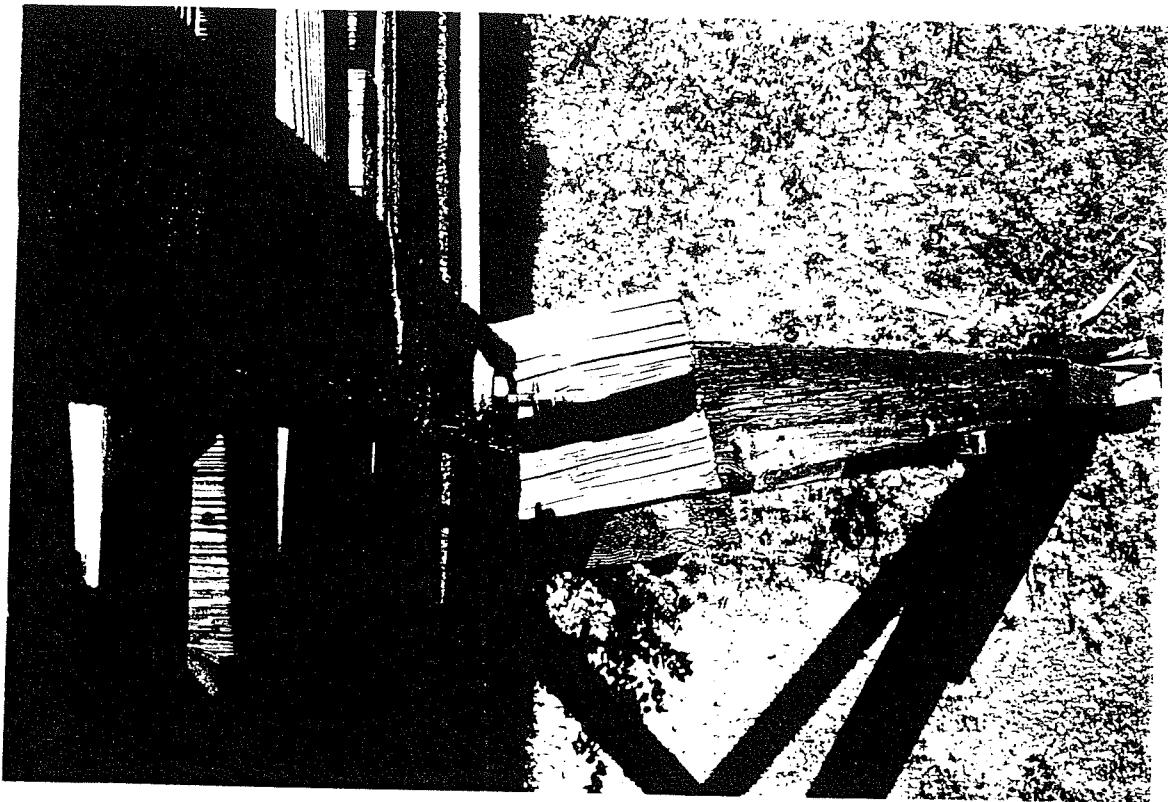
BR. 202.8 LOOKING NW AT THROUGH-TRUSS OF SPAN 16



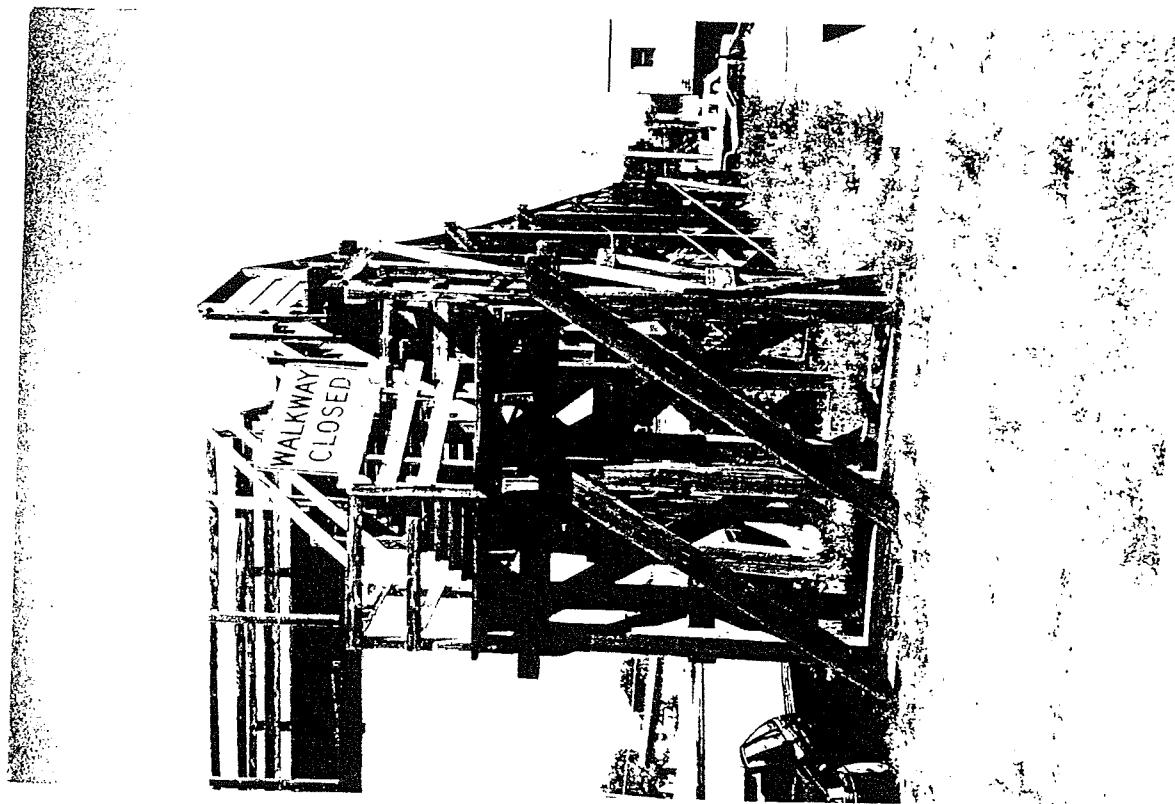
BR. 202.8 1 OF 5 SPALL AREAS AT PIER 1



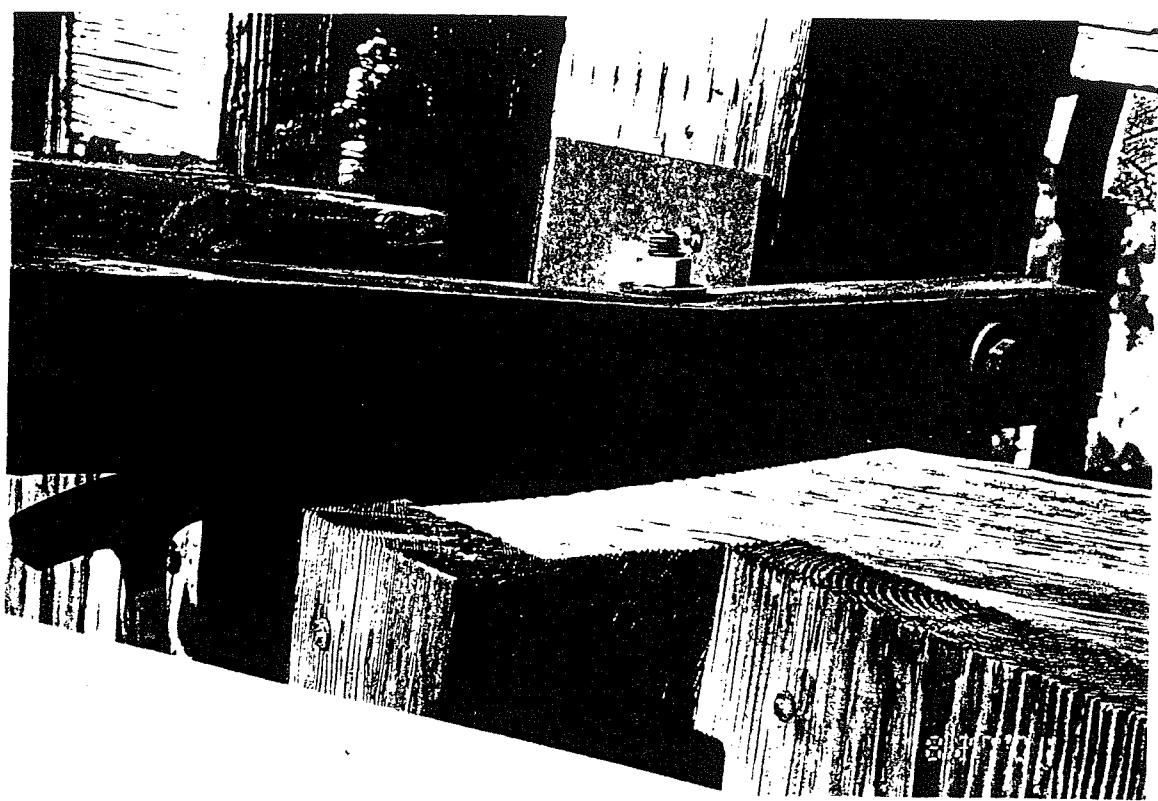
BR. 202.8 DELAMINATION OF PIER 2



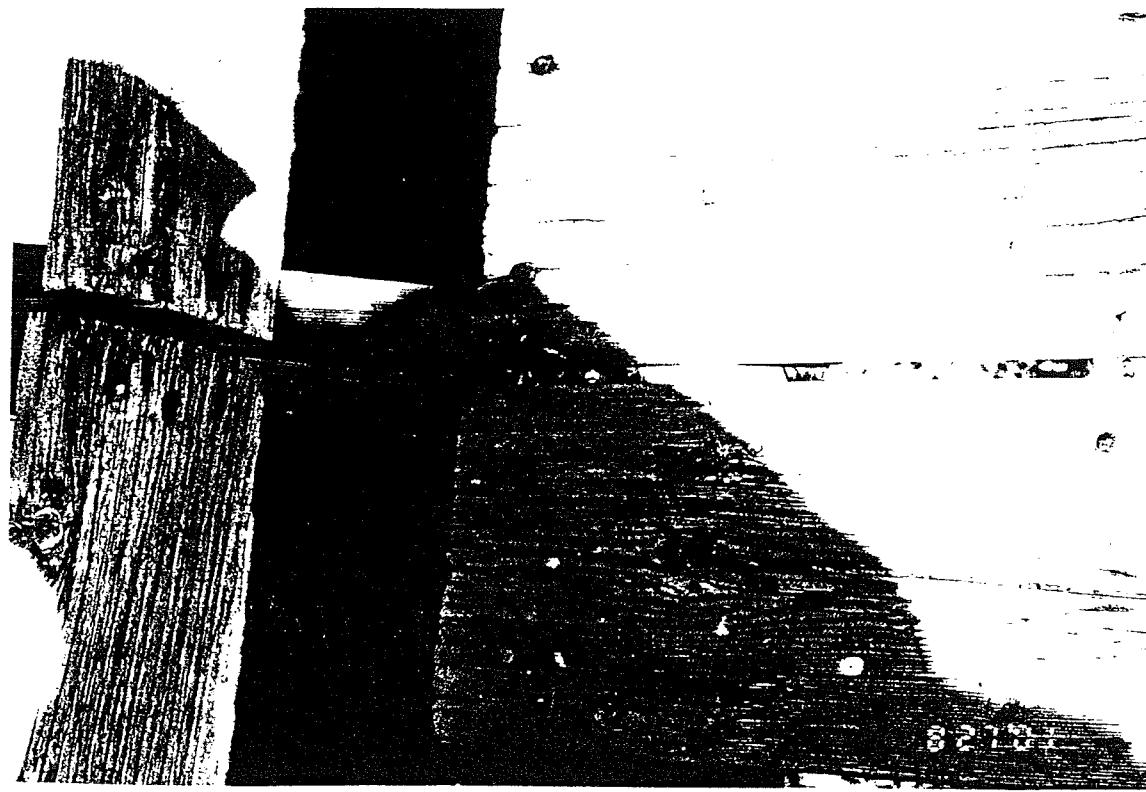
BR. 202.8 SPLIT CAP TIMBER, LOOSE RAILING BOLTS,
SPLIT FOOTING TIMBER AT B19



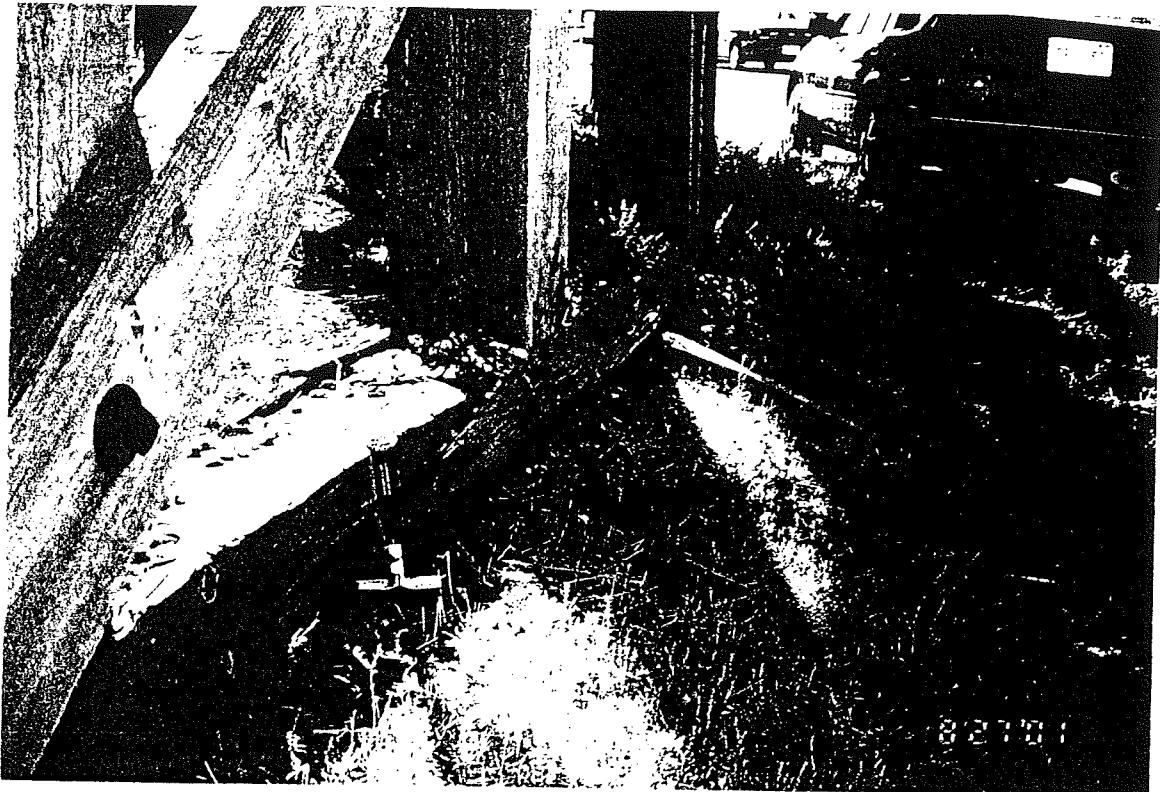
BR. 202.8 SOUTH END WEST STAIRWAY CLOSURE



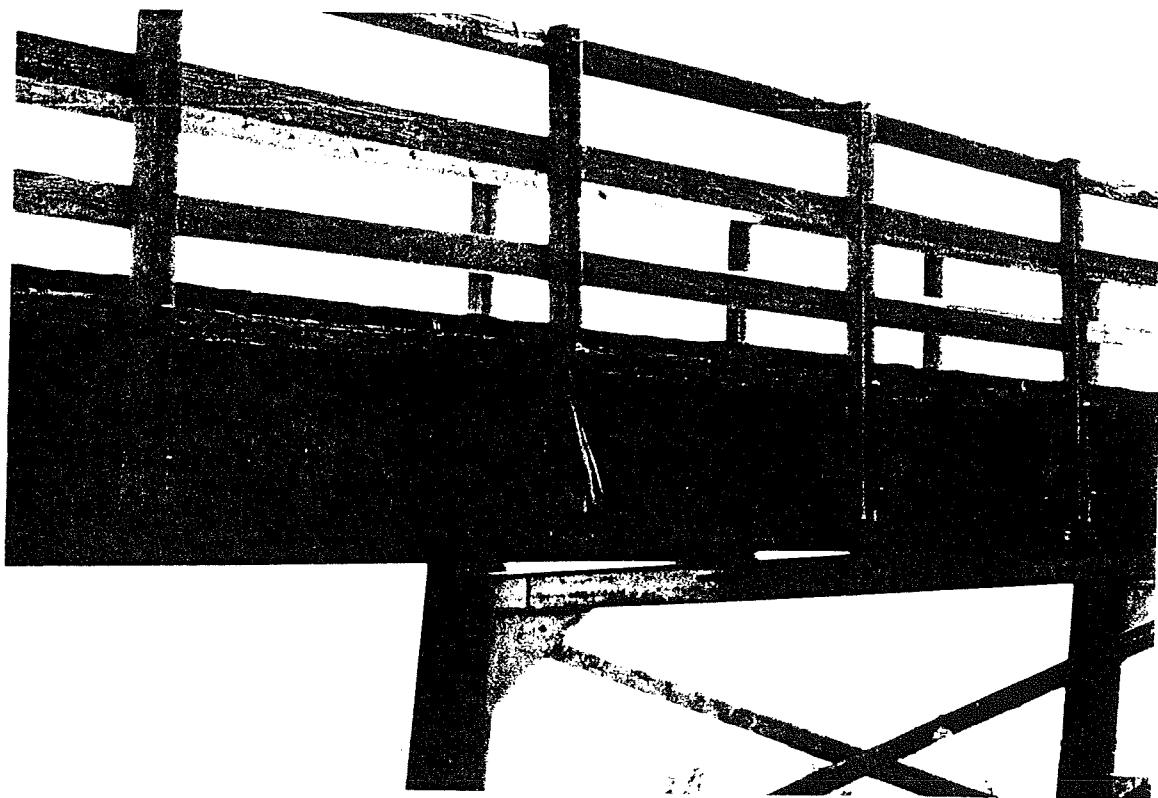
BR. 202.8 BROKEN RAIL POST AT ANCHOR BOLT



BR. 202.8 GAP IN PLANKING/SPLIT RAIL POST, TYPICAL
OF SOUTH END RAMP



BR. 202.8 DECAYED & CRUSHED FOOTING TIMBER ON B12



BR. 202.8 SPLIT AND FRAYED RAIL POST



BR. 202.8 LOOSE NAILS IN TIMBER DECK PLANK (TYPICAL)

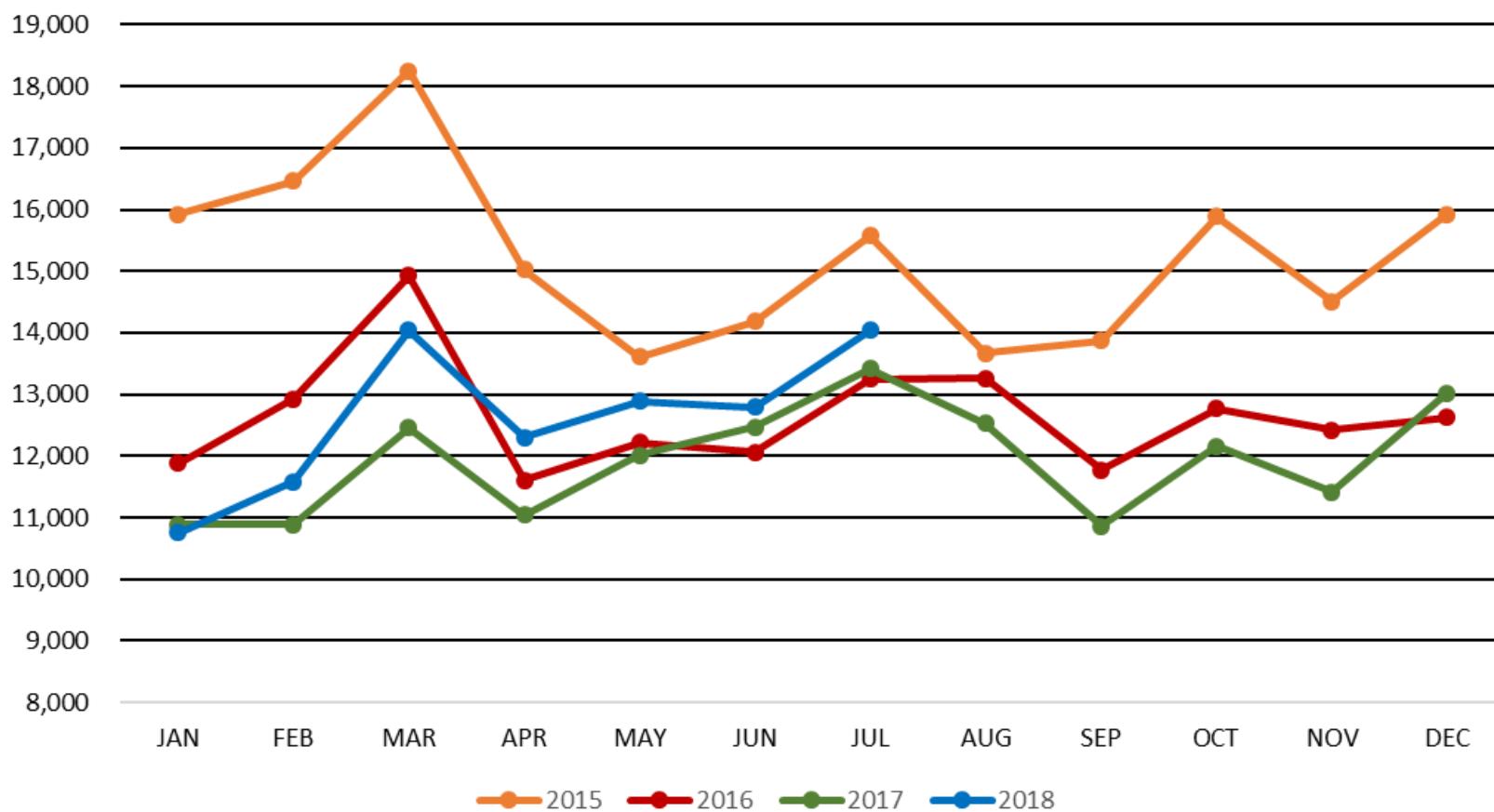
MINOT (MOT) COMMITTEE OF THE WHOLE

Airport Director's Report
29 August 2018



ENPLANEMENTS

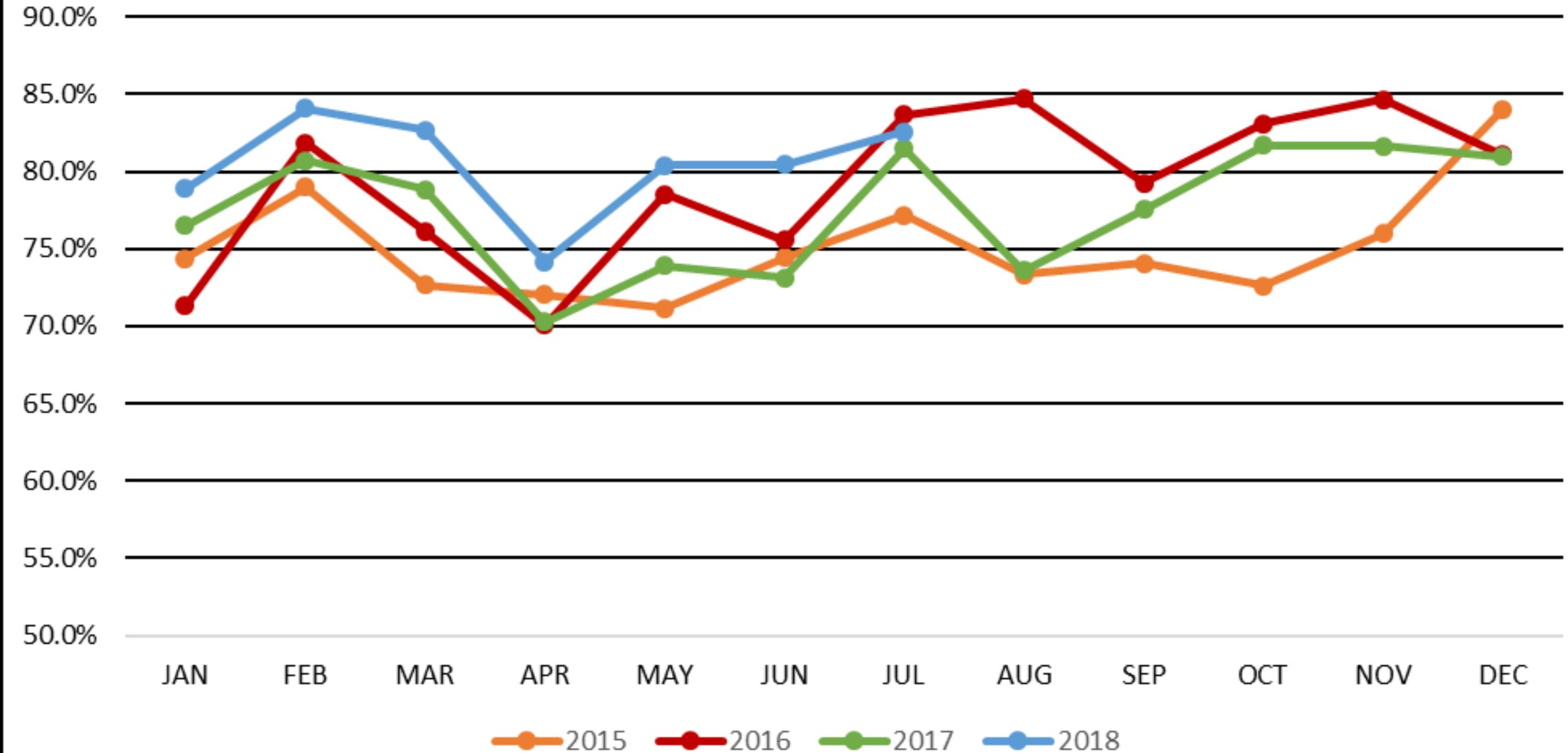
Revenue Enplaned Passengers



DEPARTURES

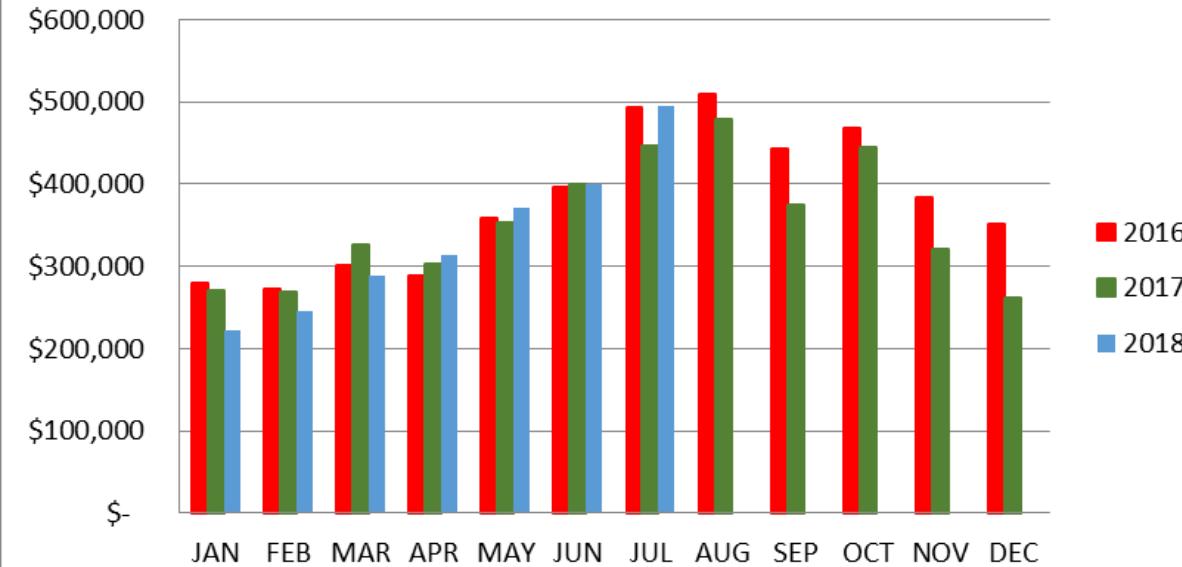
DEPARTING TO	AIRLINE	FLT	TIME	GATE	REMARK
Minneapolis	DELTA	3889	11:01 AM	5	On Time
Houston	UNITED	2301	12:00 PM	3	On Time
Phoenix-Mesa	allegiant	181	1:00 PM	2	On Time
Denver	UNITED	5185	1:20 PM	3	On Time
Minneapolis	DELTA	4440	1:21 PM	5	On Time
Minneapolis	DELTA	4439	5:15 PM	5	On Time
Minneapolis	DELTA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

Monthly Load Factor (%)

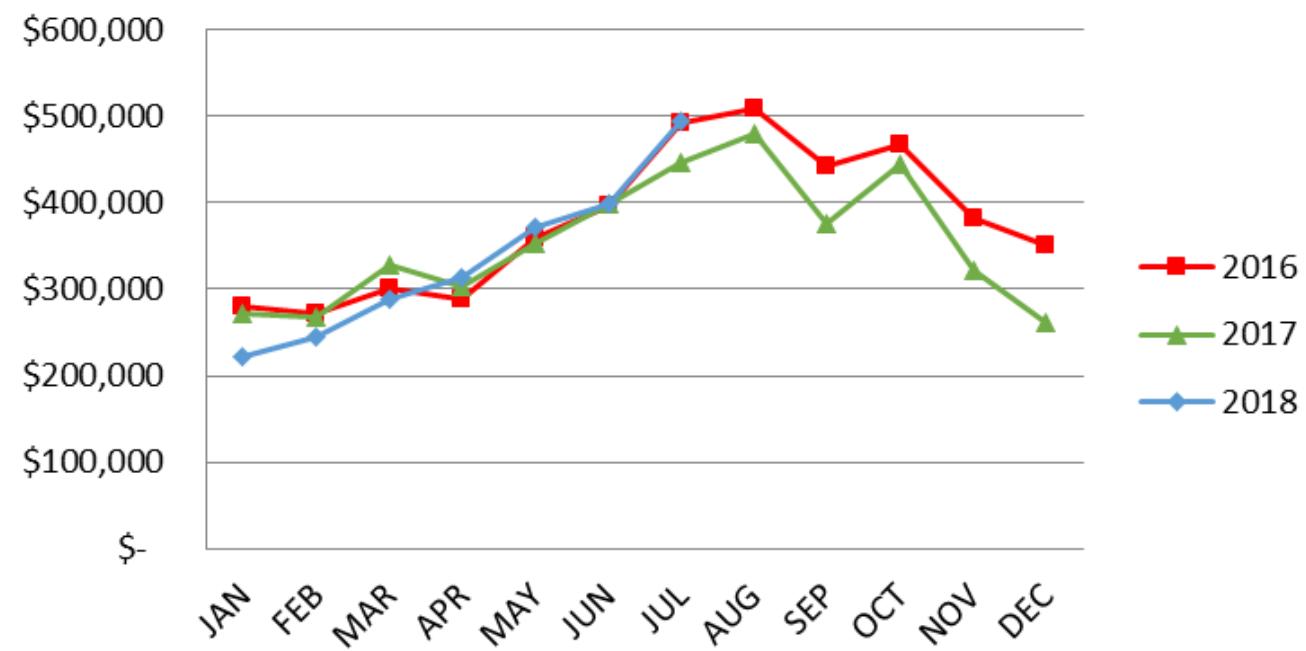


RENTAL CAR ACTIVITY

Car Rental

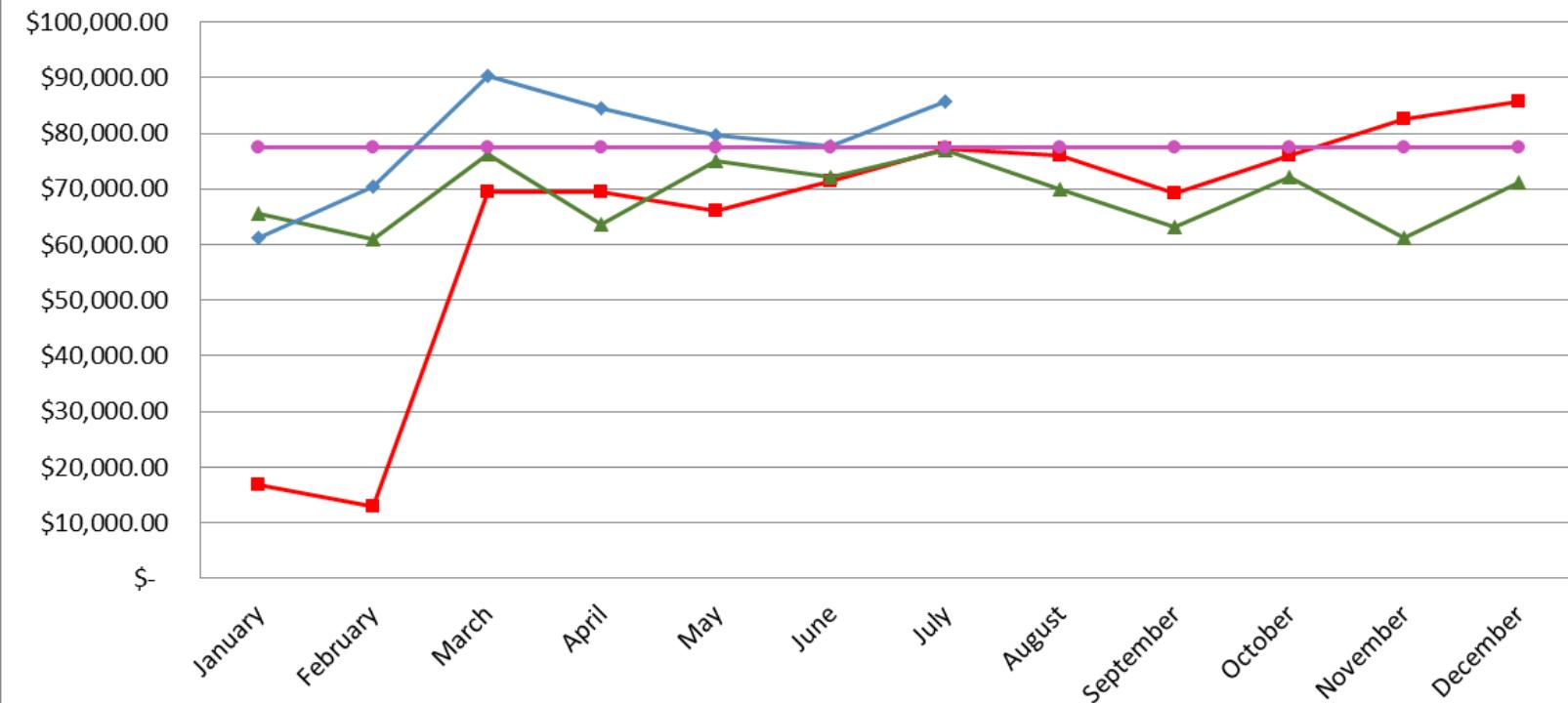


Gross Receipts

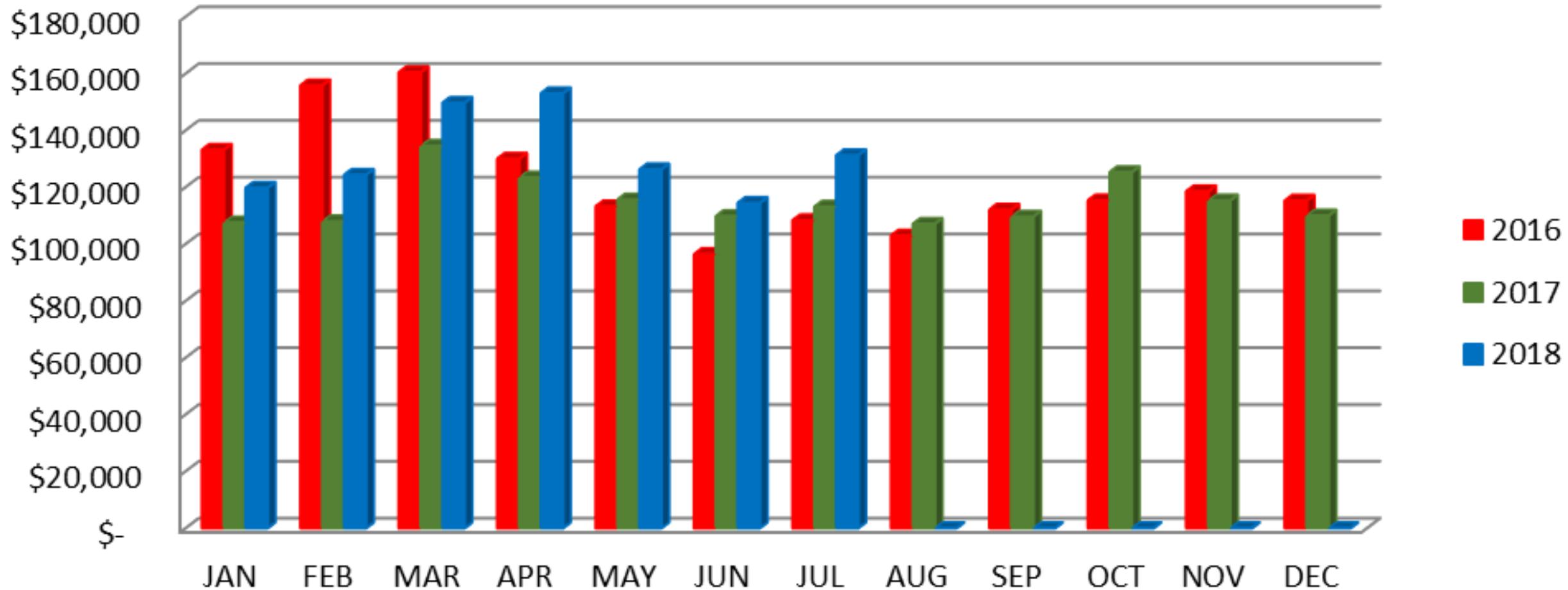


CONCESSION ACTIVITY

Gross Sales



Parking Revenue



QUESTIONS?





TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: August 21, 2018

SUBJECT: PAVEMENT MANAGEMENT PLAN PRESENTATION (4294)

I. RECOMMENDED ACTION

1. There is no recommendation at this time. Staff will provide a presentation of data with further recommendations coming this winter.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

In 2017, the Council authorized a full scale pavement management plan of all paved street within city limits. The data will be used to assess funding needs and prioritize maintenance projects.

B. Proposed Project

The engineering department is initiating a full scale pavement management plan in an effort to create a citywide asset management program. Pavement management is the first step of many in developing this program.

The global pavement condition index (PCI) for the city is currently 79, which will degrade to 77 in the beginning of 2019. Several example funding scenarios were analyzed and will be described in detail during the presentation.

C. Consultant Selection

Dynatest was chosen to perform the inspection and analysis using their highly specialized equipment.

IV. IMPACT:

A. Strategic Impact:

A pavement management plan is a key strategic initiative in an overall asset management plan. Staff will now be able to prioritize street maintenance projects with accurate network wide data.

B. Service/Delivery Impact:

Once a pavement maintenance strategy is selected and funded at the required level, the condition of the city's street network will improve over time.

C. Fiscal Impact:

The plan was funded with 2017 street improvement funds. The project was completed within the contract amount.

Future street maintenance funding will be determined by the Council's approved budget. Staff will present additional information this winter for Council to consider when forming the 2020 budget.

V. ALTERNATIVES

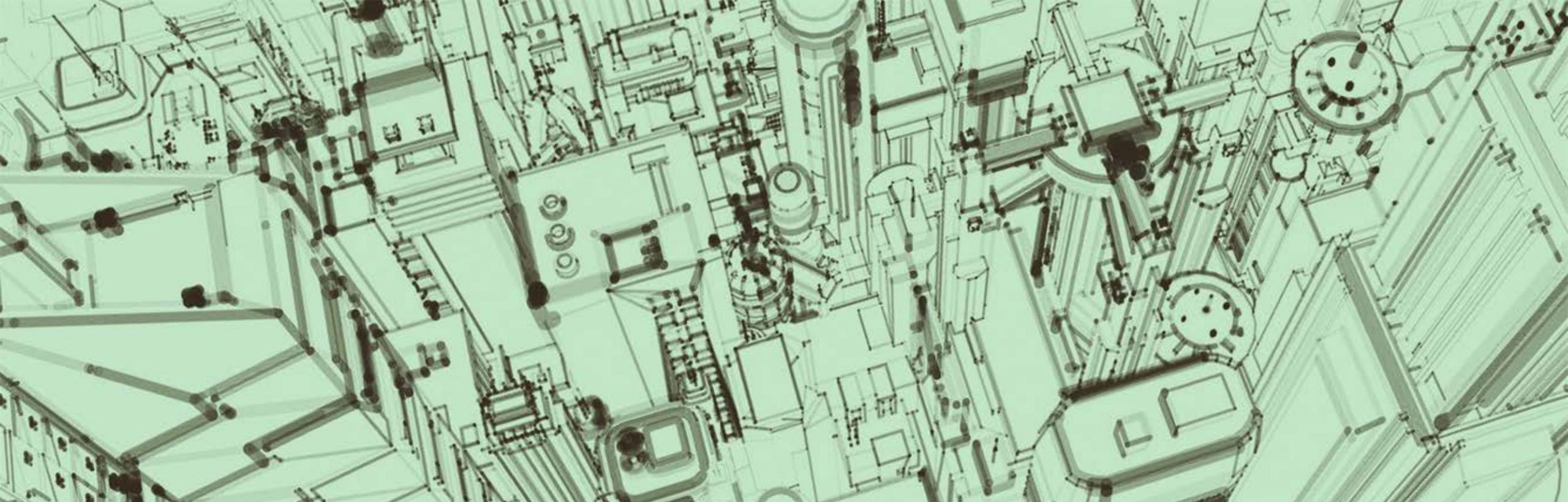
Alt 1. N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Pavement Management Presentation



Pavement Management Plan

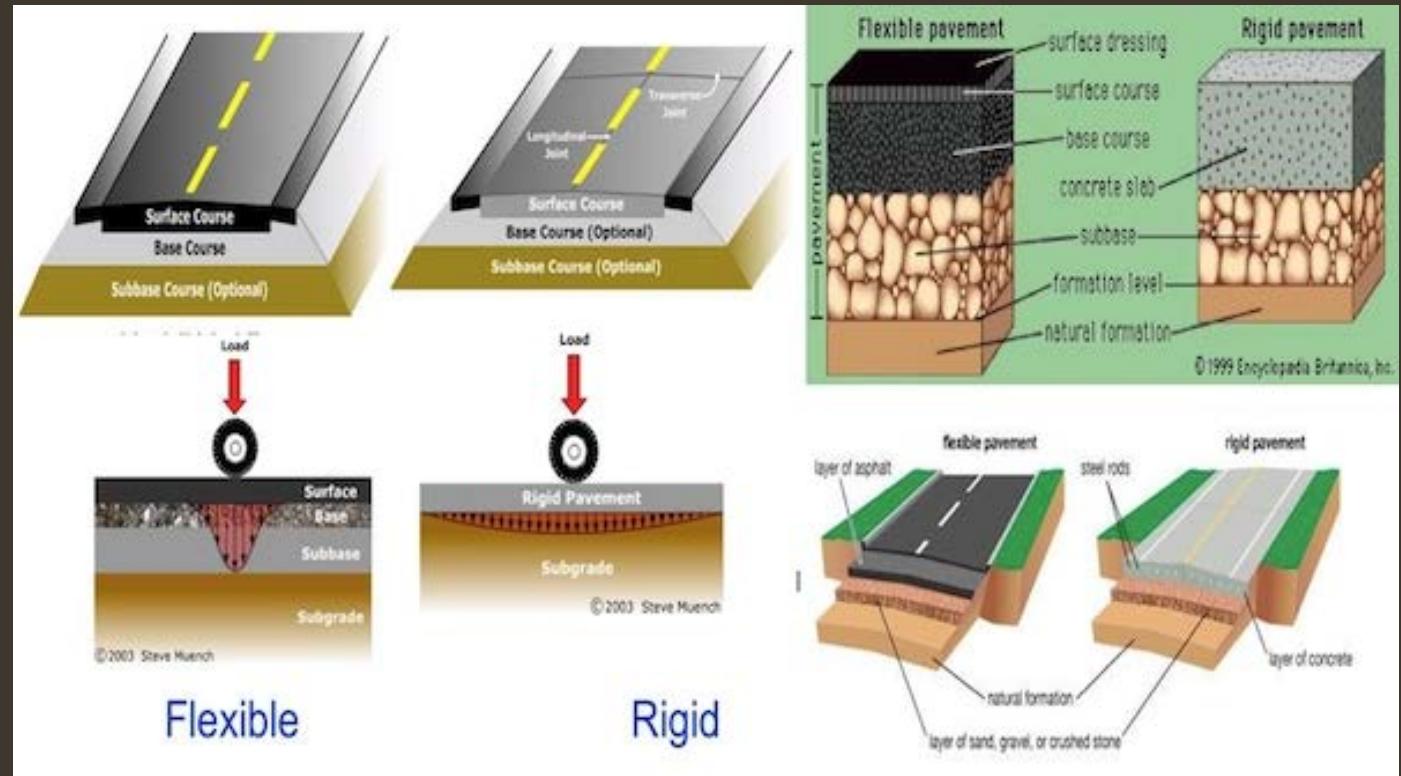
Lance Meyer, P.E.

Agenda

- Pavements – What are They
- What is Pavement Management
- City's Current Pavement Maintenance Financing
- Project History
- City's Pavement Conditions
- Financial Planning
- Future Implementation Steps

Pavements – What Are They?

- A surface material that transfers load to the underlying soil.
- Can be made from gravel, asphalt, concrete, stone, or any other material that will transfer the load.
- Each material has its own engineering properties that require different designs to transfer the loads.



Pavements – What Are They?

- No matter how well the pavement is designed or constructed...it will fail
- Pavement distress falls into two main categories:



Weathering Failure



Load Failure

What is Pavement Management

- Systematic approach to forecast maintenance & rehabilitation (M&R) requirements, then optimize and prioritize available funding.
- Pavement failures can be delayed with proper pavement management

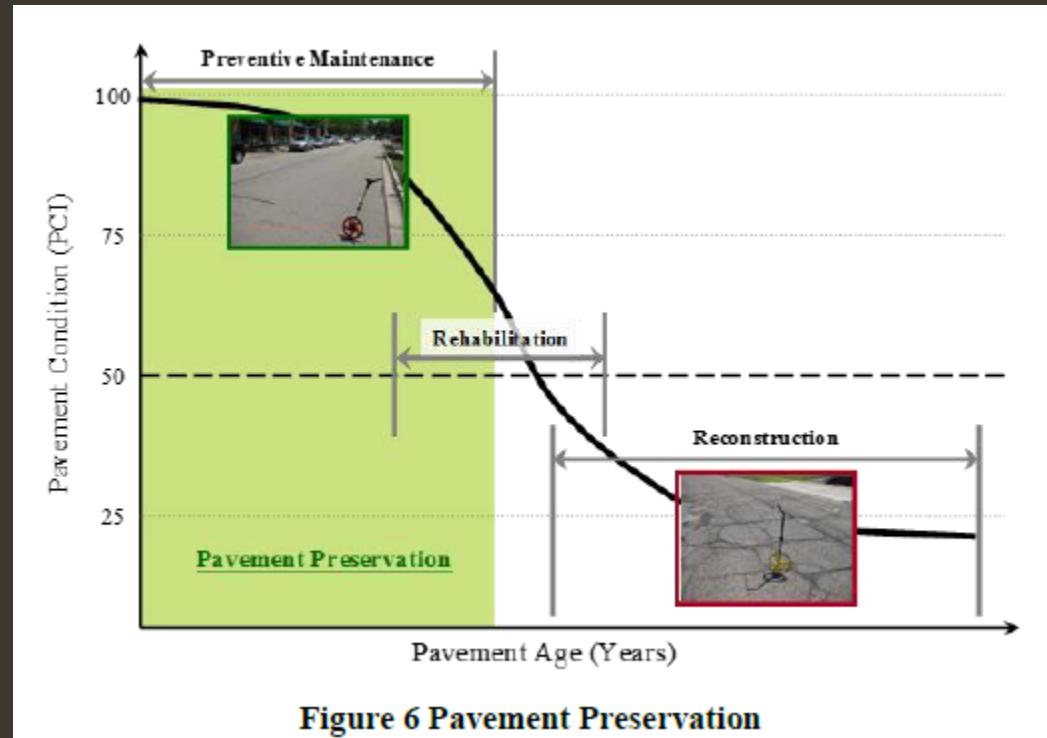
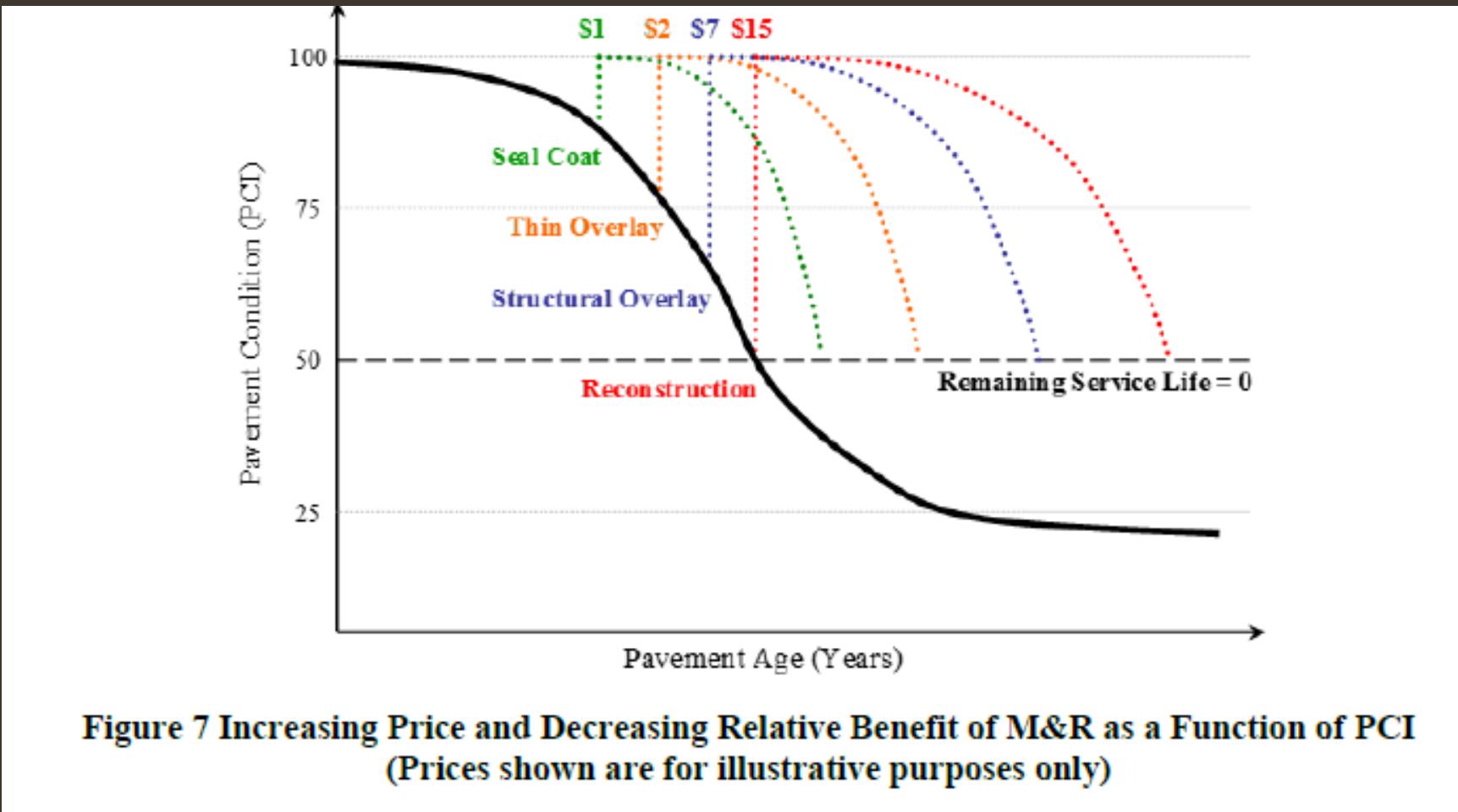


Figure 6 Pavement Preservation

What is Pavement Management



City's Current Pavement Maintenance Financing

Street Maintenance Funding Background:

- Two primary street improvement programs:
 - Public Works Street Maintenance Budget (levy funded)
 - Street Improvement Program (funded by levy until 2011, then sales tax)
- Public Works Street Maintenance
 - \$1,075,000 total account budget
 - \$500,000 provides general street maintenance to streets and alleys
 - \$500,000 is dedicated to the street patching program designed by engineering (-12% engineering)
 - \$75,000 is dedicated to shared use path maintenance
- New Arterial Street Construction
 - Tracked separately and spent on a project by project basis (funded by highway bonds, paid back with levy)

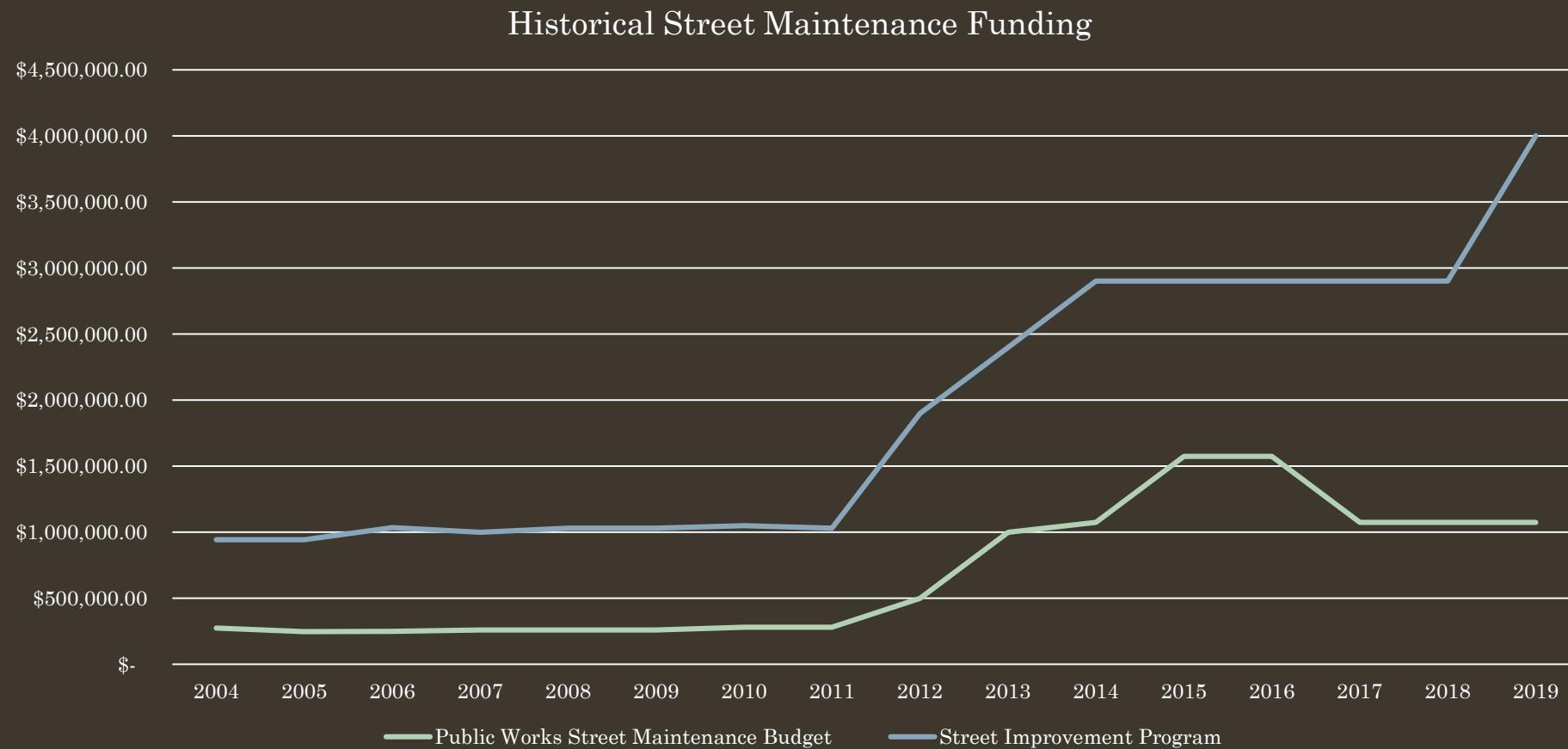
City's Current Pavement Maintenance Financing

Street Maintenance Funding Background:

- Street Improvement Program
 - \$2,900,000 is currently dedicated to the program and paid by sales taxes
 - 12% engineering is subtracted from this overall budget and transferred to engineering as revenue
 - Remaining \$2,552,000 funds the street seal and street improvement projects

City's Current Pavement Maintenance Financing

Street Maintenance Funding Background:



City's Current Pavement Maintenance Financing

Street Maintenance Funding Background:

- Program Initiatives Besides Funding
 - Minimum street section re-engineered in 2010. Thicker, able to withstand more loading.
 - From 2012 budget on, funding levels have increased to the point tolerable with other city funding priorities.
 - New engineering policy enacted that arterial roads with high ADTs will be constructed with concrete pavement.
 - Going forward, street improvement selection will be driven by asset management data, not ad hoc.

Project History

- City engineering staff performed a basic pavement survey in 2010 using the PASER method. While basic in nature, FEMA did accept this study and provided funding to restore flood damaged roads to the previous or better condition.
- The data collection consumed one staff members time for 6 months
- It was impossible to update after 2010 due to the workload in the department.
- In 2017, council approved a full scale study of every paved street in Minot to build a baseline dataset for a pavement management program.
- The survey was done in October 2017 with analysis taking place in 2018

City's Pavement Conditions

- Statistical Breakdown
 - 405 Branches (Streets)
 - 2,558 Sections (Blocks)
 - 249 Centerline Miles
 - 532 Lane Miles
 - 42,112,382 square feet of pavement

City's Pavement Conditions

City's Pavement Inventory

Table 4 City's Pavement Inventory per Pavement Class

Pavement Class	Centerline Mile	Lane Mile	Number of Sections	Area	% Area
P – Principal Arterial	21.2	53.1	144	3,953,290	9.4%
A – Minor Arterial	39.4	104.6	334	7,676,675	18.2%
C – Major Collector	12.0	25.1	108	2,236,834	5.3%
N – Minor Collector	21.2	42.5	213	3,407,760	8.1%
O – Local	155.1	306.6	1,759	24,837,823	59.0%
Total	248.9	531.9	2,558	42,112,382	100.0%

Table 5 City's Pavement Inventory per Surface Type

Surface Type	Centerline Mile	Lane Mile	Number of Sections	Area	% Area
Asphalt	228.2	479.9	2,374	38,134,163	90.6%
Concrete	19.4	49.3	179	3,668,221	8.7%
Gravel	1.3	2.7	5	309,998	0.7%
Total	248.9	531.9	2,558	42,112,382	100.0%

City's Pavement Conditions

- Analysis Methods:
 - All streets were driven with state of the art pavement survey equipment
 - Arterials were driven in two directions
 - Local streets were driven in one direction
 - 100% of pavement is surveyed in 20 ft. frames. A sample rate of 33% is used.
 - Thus, in a 250 ft. section 1 out of 3 frames is used to provide the condition assessment. Follows ASTM standards for sampling.

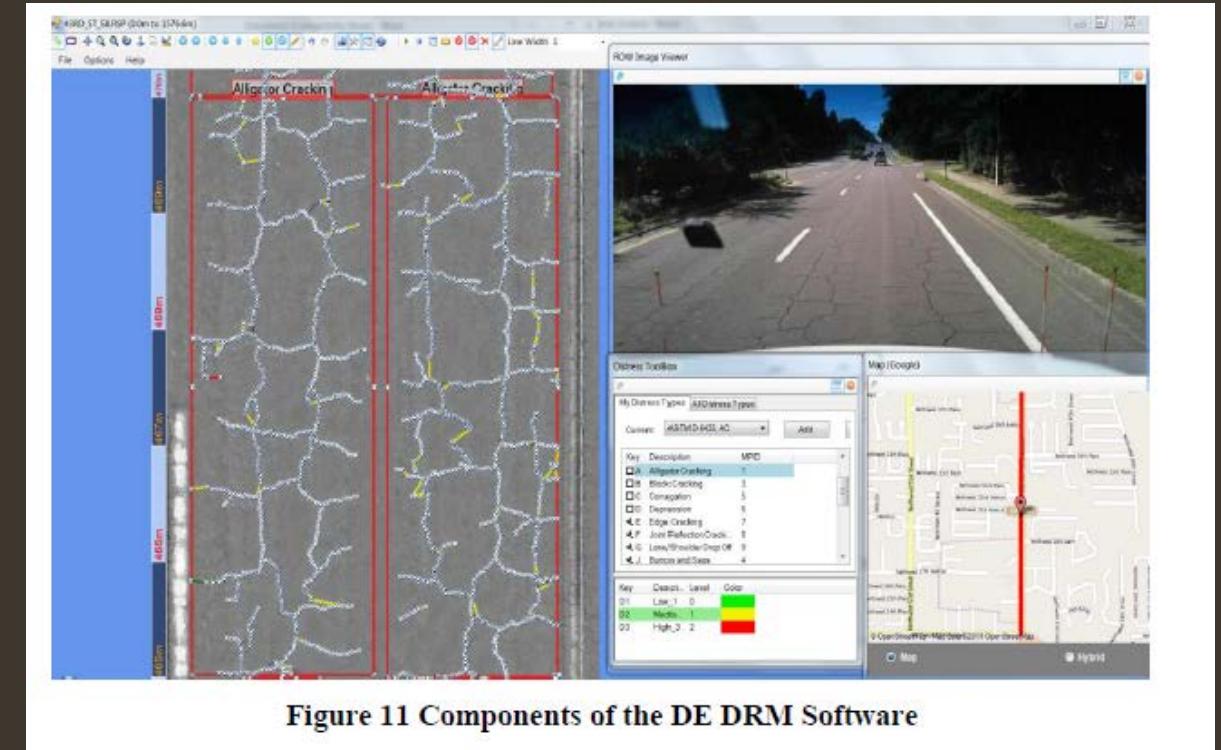


Figure 11 Components of the DE DRM Software

City's Pavement Conditions

City's Pavement Condition Index

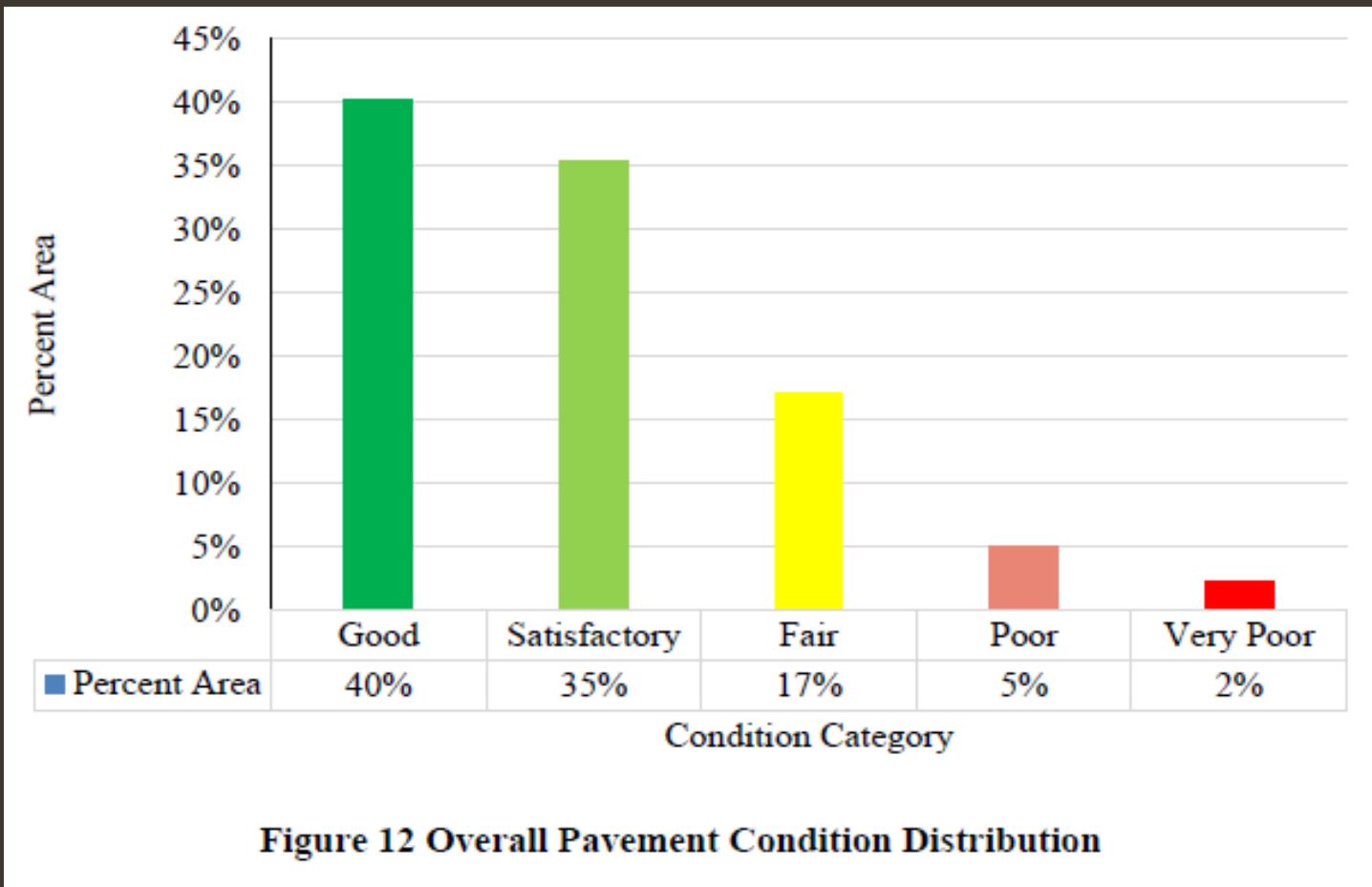


Figure 12 Overall Pavement Condition Distribution

Table 1 City's PCI Categories

Condition Assessment	PCI Value
Good	86 – 100
Satisfactory	71 – 85
Fair	56 – 70
Poor	41 – 55
Very Poor	0 – 40

City's Pavement Conditions

City's Pavement Condition Index

Table 6 Pavement Condition Distribution by Pavement Rank

Pavement Class	Area Weighted Average PCI	Percentage Area				
		Good	Satisfactory	Fair	Poor	Very Poor
P – Principal Arterial	81.1	50%	24%	22%	3%	1%
A – Minor Arterial	82.4	50%	32%	14%	4%	0%
C – Major Collector	80.8	52%	26%	16%	2%	4%
N – Minor Collector	78.9	47%	28%	14%	5%	6%
O – Local	77.8	34%	40%	18%	6%	2%
Total	79.2	40%	35%	17%	5%	2%

Table 7 Pavement Condition Distribution by Surface Type

Surface Type	Area Weighted Average PCI	Percentage Area				
		Good	Satisfactory	Fair	Poor	Very Poor
Asphalt	78.5	37%	37%	18%	5%	2%
Concrete	87.0	71%	17%	5%	4%	4%
Gravel	99.4	100%	0%	0%	0%	0%
Total	79.2	40%	35%	17%	5%	2%

City's Pavement Conditions

City's Pavement Distress Summary

Table 8 Categorization of Observed Pavement Distresses

Distress Category	Example Distresses	Percentage of Observed Distresses
Load Related	Asphalt pavement distresses such as rutting and alligator cracking. Concrete pavement distresses such as corner breaks and divided slabs.	22%
Climate/ Durability Related	Asphalt pavement distresses such as weathering, longitudinal and transverse cracking, and block cracking. Concrete pavement distresses such as joint and corner spalling and joint seal damage.	71%
Other	Pavement distresses such as bleeding, patching, and slippage cracking for asphalt pavements. Popouts and scaling for concrete pavements.	7%

City's Pavement Conditions

City's Pavement Condition Summary

Good News:

- 75% of the City's pavement is in good or satisfactory condition
- The City's pavement has an overall Pavement Condition Index (PCI) of 79 in 2018
- The City's arterial network is generally well maintained

Bad News:

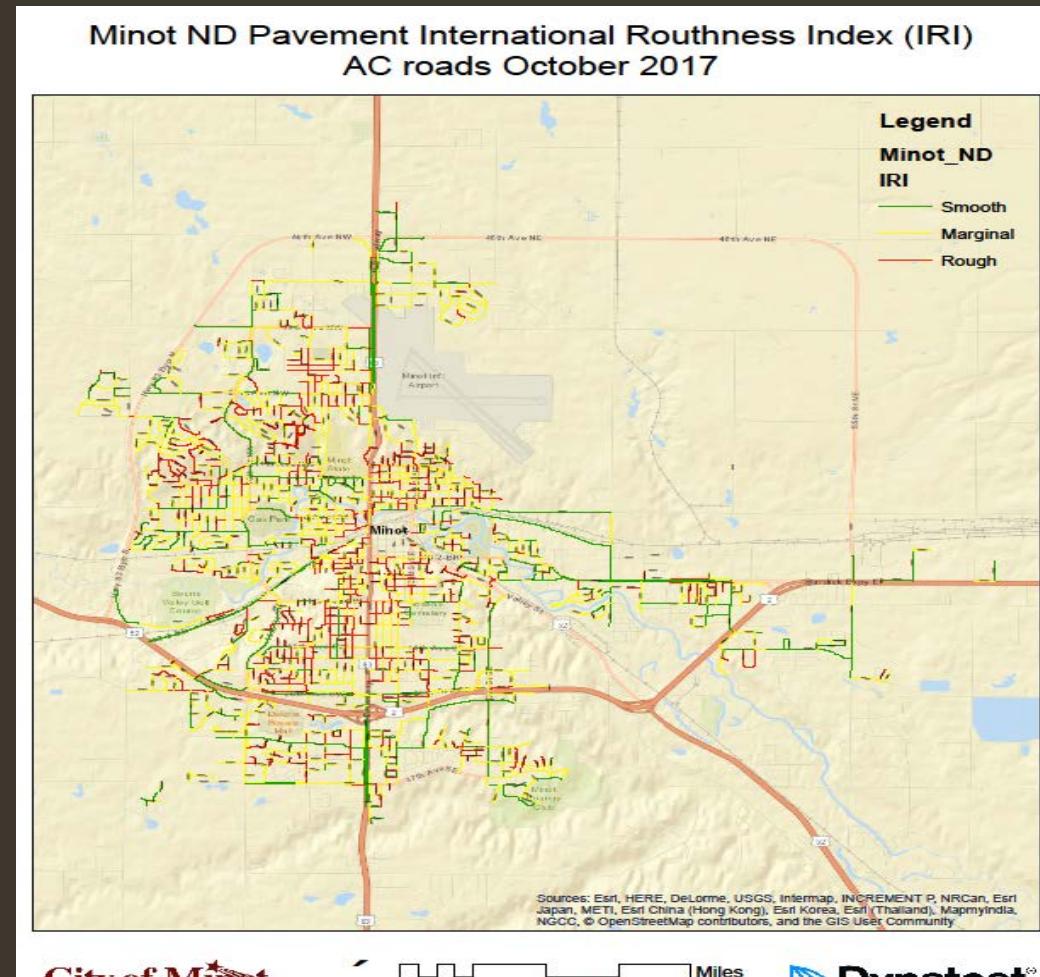
- Local streets are in worse shape and need significant funding to rehabilitate
- On average, the City is losing 2 PCI points/year with current funding levels
- Majority of pavement distress is weathering related (lack of sealing)
- Majority of asphalt pavement ride quality is marginal or rough

City's Pavement Conditions

City's Pavement Condition Summary

A note about roughness:

- A pavement could have a good or satisfactory condition, but may have a high roughness score
- Most of citizen complaints come from roughness issues
- Patch after patch after patch will cause these issues, as will manholes, gate valves, and service line settlements
- Mill and overlay construction can solve these issues, but are twice the cost of a chip seal.



Financial Planning

M & R Budget Analysis

- Future M&R financial analysis can be performed based on different funding scenarios. Staff chose these scenarios to analyze:
 - Effect of current \$3M budget
 - Required budget to maintain PCI of 77
 - Effect of performing no major or global work (street patching only)
 - Required budget to eliminate major M&R backlog in 5 years
 - Effect of City's projected budget increase over 5 years

Financial Planning

Assumption for Analysis

- 2019 PCI will start at 77 based on funding
- Critical PCI set at 75, after which there is a rapid decline in PCI for a roadway
- Software prioritizes any safety M&R work first, then localized preventative M&R (patching). Then global (street sealing), Major M&R above 75 PCI, then Major M&R below 75.
 - Using this priority of projects the funding is further prioritized by street rank
 - Also by proximity to critical PCI. A street with a 65 PCI is ranked higher than a 10 PCI
- Costs for budgeting and planning are taken from actual bid projects.
- Unit costs are gradually increased as the PCI decreases.
- Unit costs are higher for arterial and collector streets to account for added work.
- 3% inflation was used in all budget analyses

Financial Planning

5 Year Budget Scenario Analysis

Table 17 Estimated Five-Year Roadway Pavement Major M&R Budget Costs

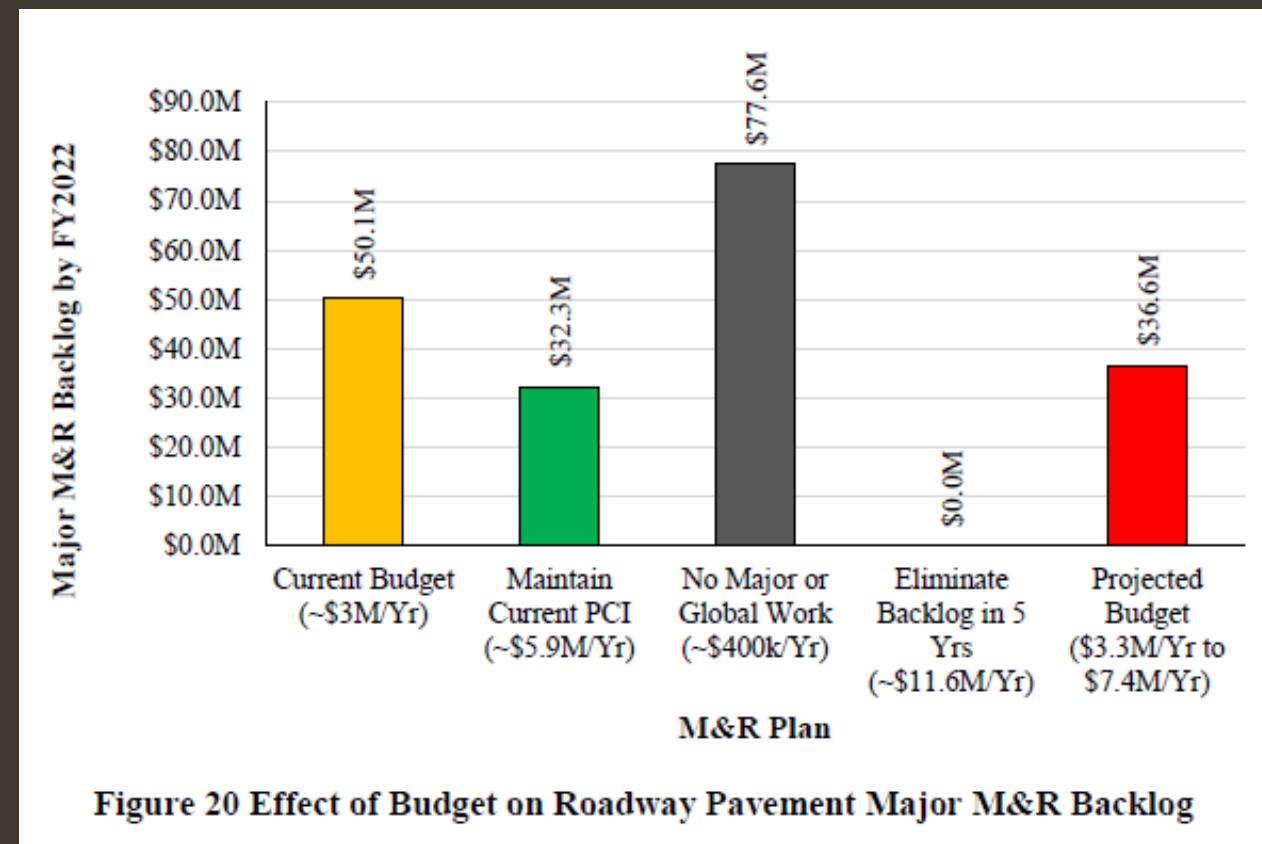
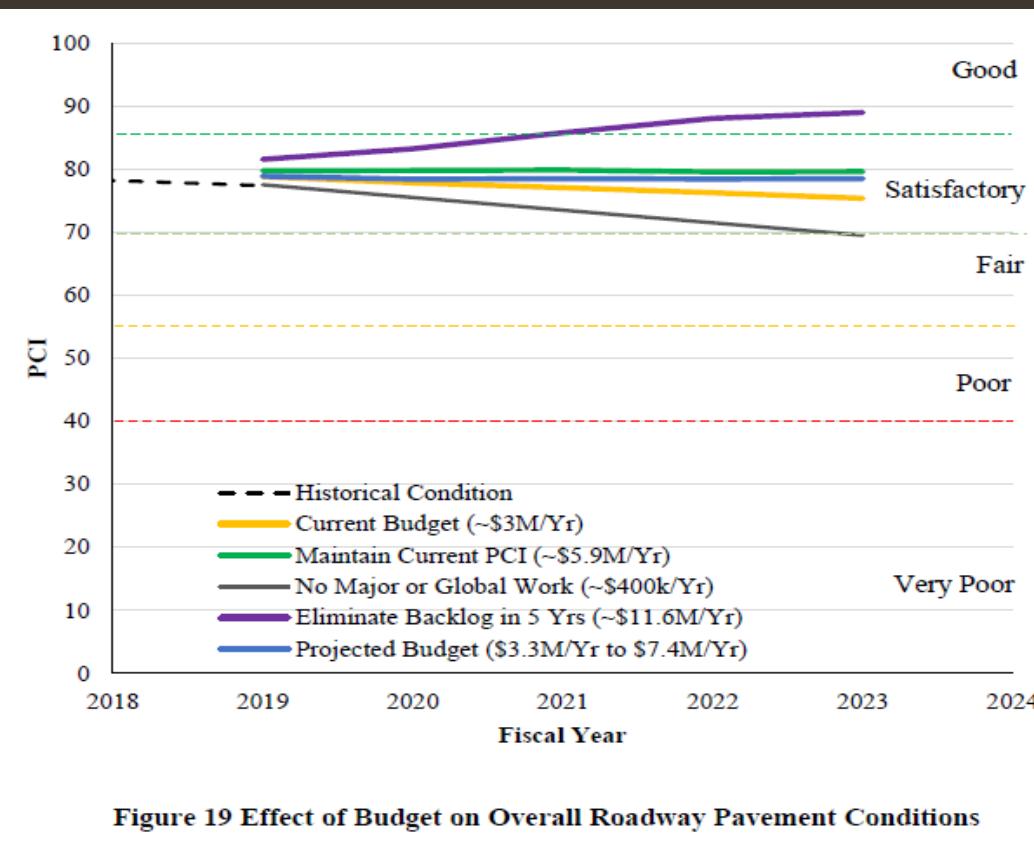
Budget Scenario	Cost breakdown	Total Funded M&R	Major M&R Backlog ¹	Total five-year Cost ²	Cost Differential	Annualized Agency Cost	PCI
Current Budget (~\$3M/Yr)		\$14.8M	\$50.1M	\$64.9M	Baseline	\$13.0M	75.4
Maintain Current PCI (~\$5.9M/Yr)		\$29.6M	\$32.3M	\$62.0M	-\$2.9M	\$12.4M	79.6
No Major or Global Work (~\$400k/Yr)		\$2.0M	\$77.6M	\$79.6M	\$14.7M	\$15.9M	69.5
Eliminate Backlog in 5 Yrs (~\$11.6M/Yr)		\$57.2M	\$0.0M	\$57.2M	-\$7.7M	\$11.4M	89.0
Projected Budget (\$3.3M/Yr to \$7.4M/Yr)		\$26.9M	\$36.6M	\$63.5M	-\$1.4M	\$12.7M	78.5

1) “Major M&R Backlog” equals the lump-sum cost to resurface/reconstruct all pavements at or below the critical PCI value.

2) “Total five-year cost” equals the sum of the five-year Major M&R expenditures plus the remaining Major M&R backlog at the end of the five-year analysis period.

Financial Planning

5 Year Budget Scenario Analysis



Financial Planning

5 Year Budget Scenario Analysis Summary

- The Eliminate Backlog in 5 Year scenario has the lowest annualized cost at \$11.4M/YR
- A budget of \$5.9M/YR is required to maintain the current PCI of 77, anything less and the PCI will fall over the 5 year period.
- The proposed budget of ramping up street maintenance funding from \$2.9M to \$7M over a 5 year period will still show a slight decline in PCI due to timing of funding allocation.

Future Implementation Steps

Steps Moving Forward

- Staff will further review and prioritize future street improvement projects
- Staff will review current paving specifications and standards to look for improvements
- Staff will review other communities pavement management programs for potential solutions
- Staff will bring recommendations back to Council this winter for further discussion



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Alderman Wolsky

DATE: August 23, 2018

SUBJECT: PLANNING & ZONING STEERING REAUTHORIZATION & GUIDANCE

I. RECOMMENDED ACTION

Reauthorize and provide guidance to the work of the Zoning and Planning Steering Committee and advertise open positions on the committee

II. DEPARTMENT CONTACT PERSONS

Lance Lang, Principal Planner

III. DESCRIPTION

A. Background

The Planning and Zoning Steering Committee has been meeting for the better part of a decade. After major changes to the planning and zoning code in previous years, a new series of challenges was encountered upon implementation. More recently, significant and somewhat urgent revisions have been needed to both standardize and place reasonable requirements on rezoning and other procedural requests. Many challenges remain.

Given the longstanding work on this topic and more recent loss of committee members, the timing seemed appropriate for both City Council and the Planning Commission offer input and direction into the goals and work of the Steering Committee. This timing also presents an opportunity to publicly notify and advertise seeking those who may be willing to take up this work and serve on the committee.

IV. IMPACT:

A. Strategic Impact:

The City's Zoning and Planning Steering Ordinance and practices provide guidance for all development that takes within the City and within the City's extra territorial jurisdiction.

B. Service/Delivery Impact:

Given that this work has been taking place for several years, there is little impact on existing practices, though the addition of a Community Development Director will allow more staff time to be dedicated to this work. Advertising available Committee positions through Council's bully pulpit may serve to better inform the community of this opportunity to serve.

No fiscal impact is expected.

V. ALTERNATIVES
NA

VI. TIME CONSTRAINTS
NA

VII. LIST OF ATTACHMENTS
NA